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SECTION I

GENERAL CONTRACT PROVISIONS

Article I - DURATION OF AGREEMENT

After ratification by the Board and by the Association, this Agreement shall be effective for a period of one calendar year beginning July 1st and ending June 30th and shall be renewed automatically without modification, unless either party shall request an amendment.

Article II - PROCEDURAL AGREEMENT

The Procedural Agreement for Negotiations between the Lindsay Board of Education and the Lindsay Education Association, agreed upon and effective May 15, 1986, shall be attached to this agreement for information purposes only (see Appendix A).

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Article III - DEFINITIONS

District	Lindsay Public School District I-9 of Garvin County
Board	Elected policy-making body governing the School District
Agreement	This contract duly ratified and signed by the Board and the Association
Association	Lindsay Education Association
Association President	Elected president of the Lindsay Education Association
Superintendent	Chief administrative officer of the District
Immediate Supervisor	Principal or other administrator to whom teachers are directly responsible
Board Policy	A course of action adopted by the Board
Employee	Teacher, probationary teacher, licensed teacher
Teacher	All certified and/or licensed personnel currently employed by Lindsay Public School District excluding only administrative or supervisory personnel
Career Teacher	A duly certified teacher who has completed three (3) consecutive complete school years of teaching service in the Lindsay Public School District under written contract, as provided by law
Probationary Teacher	A duly certified teacher who has less than three (3) consecutive complete years of teaching service in the Lindsay Public School District under written contract, as provided by law
Licensed Teacher	Entry year teacher not holding a standard certificate

School	Work location at which teachers perform their job functions
Seniority	Length of uninterrupted service in the District
Immediate Family	Spouse, mother, mother-in-law, father, father-in-law, children, grand-children, brother, brother-in-law, sister, sister-in-law, grandparents of employee or spouse, or a person living in the teacher's home who is a part of the family

Article IV - SAVINGS CLAUSE

Should any part of this agreement be declared illegal 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. If mutually acceptable to the Board and the Association, negotiations may commence at any time for the purpose of arriving at a legally permissible replacement for the deleted part.

Article V - CONTRACT REFERENCE

This Agreement and Appendices shall be incorporated by reference into each employee's individual teaching contract with the same force and affect as though fully set forth therein.

SECTION II

CONDITIONS OF EMPLOYMENT

Article I - NON-DISCRIMINATION STATEMENT

The Lindsay Public School District is an equal opportunity employer and will abide by applicable laws dealing with discrimination. In accordance with this contract no person or persons or department or division responsible to the Board of Education shall discriminate against any employee in respect to assigned duties, pay schedules, leave policies or other designed Board policies. Teachers have the right to engage in political activities as guaranteed by the United States Constitution.

Article II - PERSONNEL FILE

- A. There shall be one official file on each certified employee; however, principals will keep a working file on each teacher at the school site which will contain, but not limited to, the teacher's loyalty oath, current transcripts, and current teaching certificate. Materials in the working file, unless transferred to the official file, cannot be used for reprimand, demotion, suspension, or termination of certified personnel. (8-4-92)
 - 1. The official file shall contain, but not be limited to, current evaluation reports, current contracts, current transcripts (when furnished by the teacher), current teaching certificates (when furnished by the teacher), and an annual summary of staff development points. (8-4-92)
- B. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive a copy of any documents contained therein.
- C. Material to be placed in the employee's personnel file shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any statement, his/her own comments thereon. For this purpose such review shall take place during non-instruction time. Any material placed in the file must be signed and dated as to source.
- D. An employee reviewing the contents of his/her personnel file shall be entitled to have a representative of the Association or person of his/her choice as long as they assume any financial expenses incurred accompanying him/her during such a review, or an employee may authorize, in writing, his/her representative to conduct such review on behalf of the employee.
- E. Any material in the personnel file that is determined to be false will be removed from the file. Evaluation material that is over three (3) years old will be removed from the file.
- F. The District shall keep a log indicating the persons who have requested to examine a personnel file as well as the dates such requests were made. Such log shall be available for examination by the employee.

Article III - DUTY FREE LUNCH

Each teacher will have a scheduled duty free lunch time of twenty-five (25) minutes each school day except on those days when he/she is assigned to do lunch duty. The principal will make lunch duty assignments on an equitable, rotation basis.

Article IV - PREPARATION TIME

Each teacher in grades five (5) through twelve (12) shall have scheduled preparation time of one class period each school day. Each teacher in pre-kindergarten through grade four (4) shall have scheduled preparation time of at least twenty five (25) consecutive minutes each school day and at least two hundred twenty five (225) minutes of scheduled preparation time each five day school week.

Preparation time will not come before school, after school, or during the teacher's duty free lunch.

Article V - VACANCIES AND TRANSFERS

NOTICE OF VACANCIES - The superintendent shall cause dated notices of vacancies for any professional position to be posted on the faculty bulletin board at each building within one week after the vacancy occurs. Any new positions, including supervisory positions, shall be posted in like manner. All new positions shall be accompanied by a job description. Members of the faculty contemplating a request for transfer shall notify the superintendent within five (5) working days after the vacancy is posted. This should be made in writing to the superintendent. Before any vacancies are filled, the teachers expressing an interest in the position shall be interviewed by the superintendent or his/her designee. During the months of June, July and August, the vacancies will be posted in the superintendent's office and will be sent to any employee who so requests and gives the office a stamped self-addressed envelope to be so notified.

VOLUNTARY TRANSFER - A request for a transfer shall be made in writing to the superintendent and should include the grade and/or subject to which the teacher desires to be transferred and the applicant's academic qualifications and reasons for the request. In filling vacancies, the administration will give priority to requested transfers prior to employing any new applicant. In considering the request for a teacher transfer, the receiving principal must be apprised of the transfer request.

Should a vacancy occur during the school year, requested transfers to this position would be considered at the time of the vacancy; however, a request for a transfer must be made to the superintendent within five (5) working days after the vacancy is posted.

If a transfer is denied, the denial will be explained in a conference between the teacher involved and the superintendent or his/her designee.

INVOLUNTARY TRANSFER - If it becomes necessary to fill a vacancy by an involuntary transfer or reassignment, a meeting will be held between the teacher involved and the superintendent. If the teacher objects to the transfer, reasons for the objection will be written to the superintendent. A copy of the administrative response will be given to the teacher.

Article VI - REDUCTION IN FORCE

In the event it becomes necessary to reduce the number of employees in any program, subject area, or building, the Board shall follow the procedure below:

1. Normal attrition throughout the district shall be used as the first means of accomplishing a reduction in force.
2. Should further reduction be necessary, licensed teachers will be terminated next.
3. If there is more than one probationary teacher in the position being considered for reduction, the following criteria will be used in making the decision of whom to release. The criteria are listed in order of importance.
 - A. Seniority in the Lindsay School System
 - B. Performance evaluation
 - C. Total years of teaching experience
 - D. Versatility of the teacher
4. Career teachers holding eliminated positions will be placed in another teaching area in which they hold major certification, providing the areas in which they are certified are occupied by

licensed, probationary or career teachers with less seniority. Those licensed, probationary or career teachers with less seniority will then be released. If all positions for which the career teacher is certified are filled with career teachers with equal seniority the teacher whose position is eliminated will be terminated.

5. Reinstatement of teachers - Employees notified on or before April 10 that their contracts will not be renewed for the following school year will be offered re-employment should openings occur for that following school year, provided that they have, or can reasonably acquire, the necessary certification and other qualifications. These openings will be offered to qualified individuals in reverse order of dismissal. Employees shall be notified by certified mail and respond within ten (10) working days. Employees who are offered and who decline re-employment for an opening will not be offered re-employment in openings which may occur later in the school year. Employees not offered re-employment in the course of the school year following their non-renewal must make application for employment in accordance with established procedures if they desire to be considered for employment in any school year following their notice of non-renewal.

Any teacher re-employed in the school year immediately following his/her non-renewal shall be reinstated with career and seniority as though he/she had not been temporarily non-renewed.

Article VII - NOTIFICATION OF ASSIGNMENT

The employee shall be notified by the administration by Teacher Check-Out Date of his/her tentative assignment for the following school year. In instances where changes are made in tentative assignments after this date, a conference will be held with the affected certified employee within ten (10) working days. If the employee desires, a conference will be arranged.

Article VIII - TEACHING FACILITIES

The Board agrees to maintain health and safety conditions at each school site in compliance with applicable statutes and/or regulations. Teachers shall not be required to work under unsafe or hazardous conditions as determined by proper regulatory authority.

The Board shall continue in their efforts to provide adequate teaching facilities, clean and sanitary rest rooms, running water in each building, teachers' planning areas at each school site and access to a private telephone. The teacher shall report concerns of inadequacies to his/her building principal.

UPGRADE FACILITIES - The Board agrees to upgrade facilities as finances and time permit. This is a "progress to completion" type undertaking; therefore, no exact time lines can be established. Areas of improvement in order of concern are the following, but not necessarily limited to:

1. Appropriate number of typing and copying machines that are regularly maintained and are available to teachers forty-five (45) minutes before classes begin and one (1) hour after classes are dismissed.
2. Heating and air conditioning properly maintained and functioning.
3. Private rest room for grade school teachers that is accessible.
4. Carpeting for 3rd and 4th grade classrooms.
5. Stop roof leaks and replace ceiling tiles in halls.
6. Begin morning announcements as soon as the tardy bell rings.
7. Designated smoking and non-smoking areas for teachers.
8. Periodic upgrading of playground equipment.
9. Plant grass on the playground.
10. Cable installation will be completed in the new wing.
11. Pea gravel around playground equipment.

Article IX - RIGHT TO REPRESENTATION

In conference between an administrator and an employee that could result in documents being placed in the personnel file, both the administrator and the employee shall have the right to have a witness present for the entire meeting.

Article X - ACTIVITY SPONSORSHIPS

The Board shall make every effort to fill activity sponsorships on a voluntary basis. As a last resort, the principal shall appoint a sponsor for one (1) year sponsorship.

Article XI - CLASS SIZE

The Board agrees to abide by state law dealing with class size.

Article XII - STAFF DEVELOPMENT

A majority of the members of the Staff Development Committee shall be composed of classroom teachers. The teacher members shall be selected by the Association. The Staff Development Chairperson shall be chosen by the Staff Development Committee.

Article XIII - TEACHER PROTECTION

The Lindsay Public Schools will abide by the Oklahoma School Statutes, Section 724, "Injuries Sustained by School Personnel in Performance of Duties - Continued Payment of Contract Salary".

Article XIV - TEACHER'S INFORMATION PACKET

A packet of updated information shall be given to each teacher at the beginning of each school year. The packet shall contain, but is not limited to, the following items:

- A. Board Policy (Changes or additions will be provided within thirty (30) working days after adoption by the Board.)
- B. Student Handbook
- C. Teacher's Handbook
- D. Copy of Negotiated Agreement (when it becomes available, but no longer than thirty (30) working days after ratification by both parties.)
- E. Local Staff Development Program

The Association shall retain one (1) secondary, one (1) middle and (1) elementary packet for reference.

Article XV - OPEN CAMPUS

A teacher may be allowed to leave campus during his or her preparation time for school or business related activities. Teachers will be allowed to leave school during their lunch time. The teacher will advise the office if he or she will not be in his/her assigned building during his/her preparation period.

Article XVI - TEACHER CONSULTANTS

When a licensed teacher is employed by the Lindsay School District, a consulting teacher will be chosen as follows:

- A. The Association will nominate three (3) certified teachers from the same teaching

- area for each licensed teacher.
- B. The Administration or School Board will select one of the three nominated.
- C. The duties of the certified teacher are determined by state law.
- D. At the May check-out date, the consulting teacher shall receive payment in the amount funded by the state to the district. **(07-21-2005)**

Article XVII - TEACHER WORK DAY

The teacher work day will begin not more than thirty (30) minutes before the first class period begins and will end fifteen (15) minutes after the last class period ends in the building to which the teacher has been assigned. However, meetings and/or conferences required by the administration may extend beyond the teacher work day limits without being in violation of the agreement.

Article XVIII - USE OF TEACHING ASSISTANTS

- 18.1 Persons employed as teaching assistants shall perform the duties outlined in their job descriptions.
- 18.2 Student assistants will be assigned by the high school principal.
 - A. Assignment to offices will have first priority.
 - B. All teachers shall have equal opportunity to apply for assignment of a student assistant to their class. Assignment will be made based on need and availability of student assistants.

Article XIX - KEYS

All teachers shall be supplied with keys as needed to perform their duties.

Article XX - TELEPHONE

Teachers will have access to a private telephone to conduct school related business.

Article XXI - DISCIPLINE

The Board shall adopt a student discipline policy after having received input from a district discipline committee established by the Board. The committee shall annually review the current discipline policy, seeking input from parents, students, teachers and administrators concerning the district discipline policy and make recommendations to the Board as to what should be included in the district discipline policy for the ensuing school year.

Teachers serving on the district discipline committee shall be elected by the Association. All other members shall be appointed by the Board.

Article XXII - LENGTH OF SCHOOL YEAR

The contract year for teachers shall be one hundred eighty (180) days total. One hundred seventy five (175) shall be instructional days and five (5) shall be professional days.

End of the year teacher checkout may occur on the last day of the contract year, or, if the teacher doesn't get checked out on the last day, the checkout will occur on a later date. (8-17-93)

Article XXIII - CONDITIONS OF EMPLOYMENT

An appropriate learning environment is essential to the needs of all children. In the event a teacher recognizes the possibility that a student may need special attention not available in the regular classroom, the teacher shall consult with the designated administrator regarding the potential need of

additional services to the student. The administrator will examine the situation within a reasonable time and determine the appropriate action to be taken. All such determinations shall be in compliance with local board policy, state and federal statutes, rules and regulations. (Added for the 1998-99 school year)

Article XXIV - CONTRACTS

Employment contracts will be provided to teachers as soon as possible after the beginning of the school year. (7-20-00)

Article XXV - COPIES OF NEGOTIATED AGREEMENT

The district will make changes to the Negotiated Agreement after ratification each year and will run one copy for the Association. The Association will then reproduce and distribute copies of the agreement to its members. (7-20-00)

SECTION III

PROFESSIONAL EMPLOYEE APPRAISAL

Article I - EVALUATION PROCEDURE

SECTION 1. GENERAL PROVISIONS

- 1.1 The primary purpose of personnel evaluation shall be for the improvement of instruction.
- 1.2 Evaluation is a system for documenting the criteria and evidence of achievement by employees. The school district and the individual educator jointly accept the responsibility for the improvement of efforts to educate the students in the district. All staff members are expected to perform well in relation to their job, statements of objectives and approved performance criteria.
- 1.3 All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
- 1.4 An employee may appeal any part of this evaluation process through the grievance procedures set forth in this Master Contract.
- 1.5 An employee shall have the right to have a representative of his/her choice present during the evaluation conference, as provided for in Article 5.3 of this section.
- 1.6 The Board and the Association hereby agree to abide by the standards of performance and conduct promulgated by the State Board of Education. (7-15-93)

SECTION 2. RESPONSIBILITY FOR EVALUATION

- 2.1 Each certified employee will be evaluated by an administrator designated by the Board. Administrators include superintendents, principals, assistant superintendents, and assistant principals. Teachers will be evaluated by the administrator who supervises them on a daily basis, unless a change is agreed upon by both parties.
- 2.2 Administrators designated by the Board to conduct employee evaluations shall be required to participate in training conducted by the State Department of Education.
- 2.3 Within the first two weeks of school, the designated administrator will hold a meeting to acquaint all employees with the evaluation policy of Lindsay Public Schools.

SECTION 3. FREQUENCY OF EVALUATION

- 3.1 Probationary personnel shall be evaluated twice annually, once prior to November 15th and again prior to February 10th.
- 3.2 Career personnel shall be evaluated once annually by no later than February 20th.

SECTION 4. EVALUATION CRITERIA

- 4.1 Evaluation shall be based upon a set of minimum criteria developed by the State Board of Education.
- 4.2 Results of standardized test shall not be used as an evaluation criteria.
- 4.3 Any complaint made against an employee by any parent, student, or other person which does or may influence the evaluation of the employee shall be promptly called to the attention of the employee.
- 4.4 Controversy over materials that have been approved by the administration and/or district education and curriculum guidelines and policies shall not result in negative evaluations.
- 4.5 The evaluation of any employee assigned to more than one area shall include the primary work assignment.
- 4.6 Lawful, non-school related activities which have no impact upon the employee's effectiveness in his/her assignment shall not be used as an evaluation criteria.
- 4.7 Any disciplinary action, termination or non-renewal of any employee will be in compliance with applicable statutes.

SECTION 5. PROCESS OF EVALUATION

- 5.1 The process of evaluation shall include observations of the work of the employee by the evaluator.
- 5.2 Observation Procedures: For the purpose of evaluation, each employee shall be directly observed by his/her evaluator at least twice in the performance of his/her assigned duties.
- (A) OBSERVATIONS:
At least two (2) observations, one (1) of which will be the formal observation, shall be required in the evaluation of all employees. An informal observation of no less than twenty (20) consecutive minutes may be made at any time prior to the formal evaluation. The formal evaluation must be scheduled by the employee at least five (5) working days prior to the day the observation is to be conducted, unless an earlier time is mutually agreed upon by the teacher and the evaluator.
- Observations for both elementary and secondary teachers shall be a minimum of twenty (20) minutes. (6-16-92)
- (B) PRE-OBSERVATION(S) CONFERENCE(S):
There shall be a pre-observation conference held at least five (5) working days prior to the formal observation. At this conference the time for the formal observation will be set and the evaluator and the employee will discuss the activities to be observed.
- 5.3 Evaluation Conference: After completion of the formal observation of an employee, the evaluator will prepare an evaluation report.
- (A) An evaluation conference will be held within ten (10) working days, unless postponed by mutual agreement, of the formal observation provided for in Section 5.2(A).
- (B) At the evaluation conference, a true copy of the evaluation report shall be presented to the employee. Receipt of such evaluation report shall be acknowledged by his/her signature thereon.
- (C) Upon request, the employee shall be given a copy of the evaluation report at least one (1) working day prior to the conference.
- (D) Within ten (10) working days of the evaluation conference, the employee may make a written response to the evaluation and said response shall be made a part of the evaluation record.
- (E) One (1) copy of the evaluation report shall be signed by the evaluator and the employee, and shall be presented to the employee. One (1) copy, signed by the evaluator and employee, shall be placed in the employee's personnel file.

SECTION 6. PLAN OF IMPROVEMENT

- 6.1 If a plan for improvement is recommended by the evaluator, such written plan shall be developed by the evaluator and the teacher within ten (10) working days, if it is not developed at the time of the evaluation conference. The employee shall be allowed a reasonable time to make improvements, not to exceed two (2) months.
- 6.2 If additional observations are deemed necessary, an evaluation conference shall be scheduled in accordance with Section 5.3.
- 6.3 The evaluation report of the employee's plan for improvement shall be attached to the original evaluation report. See Appendix D.

SECTION IV
COMPENSATION

Article I - PAYROLL DEDUCTIONS

The Board shall, upon written authorization from the teacher, make arrangements for payroll deductions for Educators Credit Union, Professional Organization dues, Lindsay Educators Political Action Committee contributions, annuities and school approved insurance programs. A teacher wishing to cancel any part of his/her payroll deduction options may do so by giving notice, in writing, to the district payroll clerk at least two (2) weeks prior to the next payroll date.

Article II - PAY DATES

Employees will be paid on the first of each month, provided, however, that the September check will only be paid on the first day of the month if 15 working days have passed. In the event that 15 working days have not elapsed before the first day of September, the September check will be issued on the first working day after the 15 days have elapsed. (7-20-00)

Other than in September, if the first of the month falls on a weekend or a holiday, the check for that month will be issued on the last business day prior to the first of the month. (7-20-00)

The June check will be issued on check-out day. The remaining two checks will be made available as soon as the state aid payment has been received by the district. (7-20-00)

Each teacher may elect to receive his/her checks on a monthly basis of ten (10) months or twelve (12) months.

Article III - SALARY COMPENSATION

- 3.1 **PLACEMENT ON COLUMN:** Each teacher shall be eligible for and shall receive the highest salary to which his/her highest degree and additional credits and experience entitle him/her. After January 1, 1989, hours earned toward placement on the next pay column must be for graduate credit or must have prior written approval of the administration on the form in the appendices. Copies of said form shall be placed in the teacher's file and given to the teacher.
- 3.2 **PLACEMENT ON STEP:** At the time of employment, each teacher shall be placed on the highest numbered step for which he/she qualifies. The teacher shall qualify for one step for each year of in-state teaching experience. Teachers may earn additional step placements up to five (5) years for active service in an armed force of the United States or alternate civilian service required by the Selective Service System, for each year of service in the Peace Corps, Vista or National Teacher Corps, for each year of out-of-state teaching experience. A minimum of 128 days of teaching experience under a contract of the District counts as one (1) year.
- 3.3 **MOVEMENT TO A NEW COLUMN:** Employee on the Teacher Salary Schedule who advances from one column to another shall move to the corresponding eligible step on the higher column. For an employee to advance from one vertical column to another, he/she shall file suitable evidence of additional credit with the superintendent or his/her designee prior to August 15th of the contract year.
- 3.4 **STATE OR FEDERALLY FUNDED TEACHERS:** A teacher who is compensated from a state or federally funded program shall be paid in accordance with the local salary schedule and receive any additional funding which is mandated for his/her particular program.

Article IV - INSURANCE

- 4.1 The Board agrees to make available a \$10,000 term life insurance policy for each teacher as part of total compensation. If teacher chooses not to use the insurance, they may receive salary in lieu of the insurance. (1999-2000)
- 4.2 The Board agrees to make available as part of total compensation \$57.99 per month (\$696.00 per year) toward the cost of the premium for single coverage in the school sponsored health and accident insurance plan, for each certified employee who chooses to participate. Employees who do not choose to participate in the health and accident insurance program will receive this amount in their monthly paycheck. (1999-2000)

Article V - TIME LOSS BENEFIT

- 5.1 The Board will provide a loss of time benefits program which pays \$275.00 per month per employee while confined at home due to illness or \$550.00 per month while in the hospital.
- 5.2 Employees who desire may increase these loss of time benefits through the district carrier and pay such premium through payroll deduction.

Article VI - WORKER'S COMPENSATION

The Lindsay Schools will conform to Oklahoma State Statutes by covering all school employees under Worker's Compensation.

Article VII - UNEMPLOYMENT COMPENSATION

The Lindsay Schools will conform to Oklahoma State Statutes by covering all school employees under the Unemployment Compensation Program.

Article VIII - TORT LIABILITY

The Lindsay Schools will conform to Oklahoma State Statutes by covering all employees under the "Tort Liability" Acts.

Article IX - TAX BENEFITS

The Board agrees to offer to all teachers a 125 tax benefit program in which the teacher may use up to \$6,000 in a cafeteria style benefit program.

Article X - COMPENSATION FOR COVERING CLASSES

An employee who is assigned to cover for an absentee employee during his/her own lunch or planning period will be paid ten dollars (\$10.00) per forty-five (45) minute period or major portion thereof. To qualify for this section, the employee must be absent from the building and a substitute not employed. All such assignments must have the principal's approval before compensation will be allowed. In the case of teachers voluntarily covering classes for other teachers, no compensation will be granted and no sick leave will be charged. (Amount amended for the 1998-99 contract year)

Article XI - SCHOOL EVENT PASSES

Passes shall be made available to all personnel. These passes shall be valid for all local school spectator events involving student activity performance and will admit the employee, employee's spouse and minor children and shall be non-transferable.

Article XII - NON-CLASSROOM DUTIES

Teachers will not be involuntarily assigned non-classroom duties outside their work day, during their duty free lunch time or during their scheduled preparation time without compensation. If a sufficient number of teachers do not volunteer for these duties, the building administrator may assign teachers to said duties on a rotation basis.

The rate of compensation for the aforementioned duties will be **seven dollars and fifty cents (\$7.50)** per hour or major portion thereof. **(07-12-2007)**

Article XIII - EXTRA DUTY PAY

The administration/supervisory personnel shall make every effort to fill extra duty positions on a voluntary basis. If sufficient volunteers are not available, then the administrator/supervisory personnel will appoint someone to fill the position. Employees who perform extra duties that come before or after school shall be compensated for extra duty time. Time sheets must be completed by the employee and signed by the administrator/supervisory personnel who assigned the duty each week. These time sheets will cover the preceding month. Extra duty compensation shall be made on a monthly basis. Compensation for said duty to be set at **seven dollars and fifty cents (\$7.50)** per hour. Extra duty shall be defined as tasks necessary to provide orderly operation of the activity programs; i.e., gate duty, clock duty, etc. **(07-12-2007)**

For the additional time that exceeds the contracted extra duty pay schedule, class sponsors' extra duty time will also be calculated at **\$7.50** per hour. (Added for 1994-95 - 8-30-94) **(07-12-2007)**

Article XIV - MILEAGE

Teachers shall be reimbursed at the current IRS rate for mileage where their personal vehicles must be used. The Board will establish maximum mileage for each specific trip. Any deviation above this standard mileage must be approved by the administration/supervisory personnel prior to reimbursement. Said reimbursement for mileage will be paid by separate check. **(5-5-03)**

Article XV - CO-CURRICULAR SALARY SCHEDULE

The salary for co-curricular assignments will be in accordance with the salary schedule shown in Appendix ; however, salary for additional positions or changes in current positions will be determined by mutual agreement between the superintendent and the certified employee involved. A copy of any agreement reached under the clause shall be provided to the Association.

Article XVI - STAFF DEVELOPMENT CHAIRPERSON

The Staff Development Chairperson shall be paid a salary from the co-curricular salary schedule. Payment shall be paid on the May checkout date.

Article XVII - FULL CREDIT EXPERIENCE

The Lindsay School District will follow State Department of Education regulations concerning out-of-state teaching experience.

Article XVIII - EARLY RETIREMENT

The Lindsay Independent School District may allow and authorize early retirement of a teacher upon approval of the Board, upon the following conditions and terms:

- 18.1 The person requesting early retirement shall request such early retirement in writing to the Superintendent not later than March 1st of the calendar year in which such persons desire to retire and that such early retirement to be effective June 30th of that same year.
- 18.2 That applicant must have been under contract with or effective by, the School District for at least ten (10) years prior to July 1st of the year in which he/she wants to take early retirement.
- 18.3 That applicant shall not be over **sixty-five (65)** years of age prior to July 1st of the calendar year of desired early retirement. **(4-14-08)**
- 18.4 That applicant must have a combination of age and years of creditable service, as determined by the Teacher Retirement System, prior to July 1st of the year in which early retirement is desired. (3-4-97)
- 18.5 That applicant must enter into a written contract setting out the terms of the early retirement prior to April 10th of the year of his/her retirement.
- 18.6 That the Board would pay such person so taking early retirement under this policy the sum equal to \$200.00 times the number of months from the commencement of early retirement until June 30th of the calendar year in which the retiring person reaches **sixty-five (65)** years of age, and in no event to exceed \$7,200.00 total. Such payments shall be a proper charge against the current appropriations or appropriations for the fiscal year in which such payments are made. **(4-14-08)**
- 18.7 In the event of the death of the retired person under this policy prior to full payment to said retired person prior to his/her death, any unpaid balance shall be paid to his legal representative or to such person as he shall direct by written designation, or if no such designation has been made, then to the same person or persons designated by the decedent with the State Retirement System.
- 18.8 The contract made under this policy pursuant to 70 O. S. Section 17.105(9) shall be considered approved for each school fiscal year during which payments are to be made.
- 18.9 In the event the prior listed dates for application and agreement cannot be met, a teacher shall receive consideration of his/her application, and early retirement incentive may be granted, unless such granting would work a hardship on the school system.

Article XIX - OKLAHOMA TEACHERS RETIREMENT SYSTEM

The Board agrees to pay the teacher's contribution to the Oklahoma Teachers Retirement System based on the teacher's salary schedule salary.

SECTION V
LEAVE PROVISIONS

Article I - SICK LEAVE

- 1.1 DAYS: Full-time personnel shall be entitled to sick leave in the amount of one (1) day per month of contract work time per school year and shall accumulate not to exceed ninety (90) days. During this time, the employee shall receive full pay for his/her services. Employees working less than half-time are not granted sick leave. Teachers working half-time are granted five (5) days per school year and shall accumulate to forty-five (45) days.
- 1.2 USES: Sick leave may be used for bereavement, personal accidental injury, illness, pregnancy or accidental injury or illness of the teacher's immediate family.
- 1.3 EXTENDED ILLNESS: In case of extended illness or disability, and after all sick leave is used, only the amount of the substitute teacher's pay will be deducted from the daily contractual salary of the teacher for the days the teacher remains absent, not to exceed twenty (20) days. After this time, a full-time teacher will be placed on leave without pay until the end of the contract period or until the teacher is able to return to work during the contract period. When the teacher recovers sufficiently to perform regular duties and returns to work, the teacher shall be restored to like position or to a position of like seniority, status and pay.
- 1.4 DISABILITIES: Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities, and will be treated as such under the employee sick leave plan.
- 1.5 GENERAL PROVISIONS: Sick leave in arrears shall be deducted from the last pay period or periods of that contract year. Reimbursement shall be provided for unused sick leave over and above ninety (90) days at the rate of substitute pay per day. The rate of pay shall be \$40.00 per day. Reimbursement shall be included in the last period of the contract year excess leave is accumulated. Reimbursement shall be provided for accumulated sick leave for retiring teachers upon retirement at the rate of \$15.00 per day.

Article II - PROFESSIONAL LEAVE

One day of professional leave will be granted to each teacher per year to be used for the purpose of visiting another school or attending a workshop, state or national convention. The District will pay the substitute teacher for this day; however, all other expenses will be the responsibility of the teacher. Notification of the use of professional leave will be given at least three (3) school days in advance to the superintendent or his/her designee. Unless previously excused by the administration, a teacher granted professional leave must provide to the administration, within three (3) working days of returning to the school, verification of attendance of the school, workshop, state or national convention visited. Failure to provide such verification within three (3) working days of return to school could result in loss of personal leave to equal days not accounted for.

In the event that a teacher wishes to attend a professional activity which is more than one day, the teacher may request additional days to the principal. If granted, the additional days will be at no cost to the teacher and no other leave days will be charged to the teacher.
(8-9-93)

Article III - PERSONAL BUSINESS LEAVE

The Board shall provide five (5) days personal business leave to each employee each year. Four (4) days shall be paid by the Board; one (1) day shall be paid by the employee. Personal business leave is exclusive of, and in addition to, the regular allowance for sick leave. A teacher desiring to use personal business leave shall file a written request with his/her immediate supervisor at least forty-eight (48) hours prior to taking the leave. In case of emergency, the certified employee taking the leave shall notify his/her immediate supervisor as soon as possible and then file a written request within forty-eight (48) hours after the certified employee returns to work. (See Article XII)

Article IV - LEAVE OF ABSENCE

- 4.1 DURATION: The Board of Education may grant a career employee a leave of absence for up to one year.
- 4.2 APPLICATION: Application for leave of absence without pay which is to be effective at the beginning of a school year shall be made on or before May 1st. Applications which are to be effective other than at the beginning of a school year should be made at least three (3) months before requested effective date. In the event that the above dates for application cannot be met, the teacher shall still receive consideration of his/her application, and leaves may be granted unless such leaves would work a hardship on the school system.
- 4.3 REINSTATEMENT: An employee on approved leave of absence will be reinstated at a salary level no lower than that attained by the time the leave was granted. Sick leave which has accrued previous to approved leave of absence shall be reinstated. Additional sick leave or personal leave shall not be granted for the period of leave. An employee on leave of absence must notify the superintendent by March 15th of the ensuing year as to his/her plans for the next academic year.

Upon return, which must coincide with the beginning of a semester, the employee will be assigned to the same or a comparable available position to that he/she held prior to such leave. Exception being: the employee has gained additional certification, and through request and/or agreement, desires another available position.
- 4.4 BENEFITS: Under leave without pay, the employee is eligible to continue under the District's insurance program, provided the full premium is paid by the employee during the leave, and approval of the insurance company has been obtained.

Article V - EMERGENCY SCHOOL CLOSINGS

When, in the opinion of the superintendent, it is advisable to close the Lindsay Schools due to bad weather or other lawful emergencies, no leave days previously arranged for that day by a teacher shall be deducted.

If the closing of school results in the loss of a student class day or a portion of a student class day and that day is not made up, the teacher shall not be required to make up or lose pay or leave as a result.

Article VI - LEGAL LEAVE

Teachers employed by Lindsay Public Schools who are summoned to jury duty shall not suffer loss of pay or leave time as a result of such summons.

Teachers who are subpoenaed as a witness for school related cases shall not suffer loss of pay or

leave time as a result of such subpoena.

Article VII - MILITARY LEAVE

The Board and the Association agree to abide by laws governing military leave for teachers.

Article VIII - MATERNITY/PATERNITY LEAVE

An employee shall advise the administration as soon as possible when it is determined that the employee will need maternity/paternity leave.

- 8.1 Sick leave policy as previously stated in this contract shall also apply to maternity/paternity leave. Should the employee choose not to use the accumulated sick leave, a leave of absence shall be granted according to Section V, Article IV.
- 8.2 The provision provided for in Section V, Article VIII, 8.1 shall apply to adoptive parents.

Supplement - See Section V, Article XI - Family/Medical Leave (8-17-93)

Article IX - ASSOCIATION LEAVE

The Board shall provide the Association with six (6) days paid leave for the purpose of conducting Association business. The Association president will advise the superintendent of intention to use an Association leave day(s) at least one (1) day prior to the day the leave is to be taken. The employee taking such leave shall suffer no loss in salary, benefits or other contractual or statutory advantages to which he/she is entitled.

Any other days granted by the administration will be paid by the Association at the salary rate of the substitute teacher.

Article X - NOTIFICATION OF LEAVE ACCUMULATION

Prior to the beginning of each school year, the Board of Education agrees to advise each teacher, in writing, as to the number of accumulated leave days as of July 1st of that year.

Article XI - FAMILY/MEDICAL LEAVE

(8-17-93) Should there be a conflict between the language in this article and the language contained in other leave articles in the negotiated agreement, such that the language in this article provides less benefits to the employee, the language in the other articles providing greater benefits shall prevail.

1. Reasons for Leave

Eligible employees may apply for this leave for the following reasons:

- A. In the event of a birth of a child of the employee, to take care of that child;
- B. In the event of placement of a child with the employee for adoption or foster care;
- C. In order to care for the spouse, a child or parent of the employee due to a serious health condition;
- D. In the event of a serious health condition of the employee that makes the employee unable to perform the functions of the employees job.

2. Eligible Employees

An eligible employee is one who has worked in the District for at least twelve months and 1,250 hours.

Leave requested under 1.A or 1.B must begin and end within twelve months of the birth or placement.

3. Nature of Leave

This leave is an unpaid leave, provided:

- A. For leave requested under 1.A, 1.B, or 1.C, the District may require the employee to substitute any accrued paid vacation, personal business or family leave provided by the District;
- B. For leave requested under 1.C or 1.D, the District may require or the employee may choose to substitute any accrued paid vacation, personal business, medical or sick leave provided by the District.

4. Procedures

- A. An employee shall apply for the leave by filling out the Family and Medical Leave Request Form located in the central office. Upon verification by the District, the leave requested shall be granted, provided:

5. Verification

In the case of leave requested under 1.C or 1.D, the District retains the right to require verification by the appropriate health care provider. It is the responsibility of the requesting employee to provide a copy of such verifications to the District when requested.

Proper verification shall state:

- A. date on which the condition began;
- B. the probable duration of the condition;
- C. the medical opinion of the health care provider;
- D. for leave requested under 1.C, a statement that the employee is needed to care for the appropriate individual.
- E. for leave requested under 1.D, a statement that the employee is unable to perform the functions of the position.

At District expense, the District may require the employee to obtain a second opinion of a health care provider designated or approved by the District.

If the two opinions differ, the District may require at District expense that the employee obtain a third opinion of a health care provider designated or approved jointly by the District and the employee. The opinion of the third health care provider shall be final and binding.

6. Notice

Employees should apply for leave as soon as the employee is aware of the need for the leave.

In the case of birth or placement of a child, application should be made at least thirty days in advance of the day the leave is requested to begin.

In the case of a serious health condition as defined in 1.C or 1.D, if planned medical treatment is the basis for the leave the employee should schedule the treatment in a manner that will not be disruptive to the efficient operation of the District. Application should be made at least thirty days before the date the leave is to begin or as soon as practical.

7. Return to Work

Upon returning to work from the leave, the employee shall be guaranteed either the same position previously held by the employee or an equivalent position. While on leave, the employee shall suffer no loss in benefits, but neither shall benefits accrue during the period the employee is on leave, except for coverage the District offers under a group health plan.

For leave requested under 1.D, the district requires appropriate certification that the employee is able to resume work.

If the employee fails to return to work, and the reason is not a serious health condition or other circumstance beyond the employee's control, then the District may recover from the employee the premium paid for maintaining the employee's group health coverage during the leave.

The District may require certification that the employee is unable to return to work, either that the employee is unable to perform the functions of the position or that the employee is needed to care for a spouse, child, or parent.

Article XII - UNUSED PERSONAL BUSINESS DAYS

At the end of each school year unused personal business days shall be rolled over to accumulated sick leave days. (Added for 1994-95 - 8-30-94)

FAMILY AND MEDICAL LEAVE REQUEST FORM

Date _____

Name _____

Position _____

Type of leave requested (please be specific)

4) birth of a child of the employee, to take care of that child _____

5) placement of a child with the employee for adoption or foster care _____

6) to care for the spouse, a child or parent of the employee due to a serious health
condition _____

7) a serious health condition of the employee _____

Date you wish leave to begin _____

Date you expect to return to work _____

Article XIII - SICK LEAVE BANK

A sick leave bank shall be established for teachers who choose to participate.

1. Each teacher who chooses to participate in the sick leave bank shall contribute one (1) day of sick leave each year at the beginning of the school year or within thirty (30) days of initial employment if initial employment occurs after the beginning of the school year. Days contributed to the sick leave bank shall be deducted from that teacher's accumulated sick leave. A teacher withdrawing membership from the bank may not withdraw contributed days.
2. Supervision of the sick leave bank shall be by a committee composed of three (3) teachers appointed by the Association and one (1) administrator appointed by the Superintendent.
3. Records for the sick leave bank will be kept in the District Administration office.
4. A teacher who is a member of the sick leave bank will not be eligible to use sick leave from the sick leave bank if he/she is on approved leave.
5. Only contributing teachers may request days from the sick leave bank after they have exhausted all their individual sick leave accumulation and have exhausted the twenty (20) statutory days whereby only the cost of a substitute is deducted. Said request for days from the sick leave bank shall be in writing and shall be presented to the supervision committee at least ten (10) days prior to the time the leave is to be taken, **if possible**. (1999-00) The supervision committee may request medical documentation of the illness or injury. The committee will consider the merits of the request and determine how many days, if any, are warranted as long as the total amount granted does not exceed ten (10) per year for each year the teacher has participated in the sick leave bank, up to a maximum of thirty (30) days per contract year.
6. If a teacher is denied days from the sick leave bank, he/she may appeal the supervision committee's decision to an appeals committee composed of the members of the supervision committee and two (2) additional teachers appointed by the Association and one (1) additional administrator appointed by the Superintendent. The decisions of the appeals committee is final and is not grievable.
7. Information concerning bank usage and balance shall be provided to the Association by the committee on request.
8. If on June 30 of any year the sick leave bank has more than two (2) days per each sick leave bank member in the account, all participating employees will continue eligibility for the ensuing fiscal year, and only new participants will contribute a day to qualify for participation.

SICK LEAVE BANK CONTRIBUTION FORM

It is my desire to participate in the sick leave bank as provided in the negotiated contract. This is your authorization to deduct one (1) day from my accumulated sick leave and place it in the sick leave bank.

Contributing Teacher

Date

SECTION VI

GRIEVANCE PROCEDURE

Article I - DEFINITIONS

- 1.1 GRIEVANCE: A "Grievance" is hereby defined as:
 - (A) A complaint by an employee, employees or the Association, when applicable, that to him/her has been a misapplication or violation of any provision of this contract.
 - (B) A complaint stating this contract has been violated.
- 1.2 AGGRIEVED PARTY: The person or persons or the Association making the claim.
- 1.3 PARTY IN INTEREST: The employee or employees making the claim and any employee who might be required to take action or against whom action might be taken in order to resolve the claim.
- 1.4 DAYS: Except when otherwise indicated, days shall mean working days.

Article II - PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees.

Article III - PROCEDURE

- 3.1 LEVEL ONE:
Within thirty (30) days from the date of occurrence of a problem, the aggrieved person shall seek to resolve the matter informally with his/her principal or other immediate supervisor.
- 3.2 LEVEL TWO:
 - (A) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after discussion of the grievance, he/she may file the grievance, in writing, within ten (10) days of Level One response with the principal on the form provided in Appendix F-2.
 - (B) Within five (5) school days after receipt of the written grievance by the principal, the principal will meet with the aggrieved person and his/her representative in an effort to resolve it. The principal shall submit his/her decision, in writing, to the aggrieved person within five (5) days after the meeting.
- 3.3 LEVEL THREE:
 - (A) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance within ten (10) days of the Level Two response to the superintendent or his/her designee.
 - (B) Within five (5) days after receipt of the written grievance, the superintendent or his/her designee will meet with the aggrieved person or his/her representative in an effort to resolve it. The superintendent shall submit his/her response to the aggrieved person within five (5) days of the meeting.

3.4 LEVEL FOUR:

(A) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may file the grievance within ten (10) days of the Level Three response with the Board or its designee.

(B) Upon the receipt of the written grievance, the Board will hold a meeting to hear the grievance. Said meeting shall be held at the next regularly scheduled board meeting or the Board shall call a special meeting within ten (10) days. This time line may be extended by mutual agreement. The Board shall submit its decision, in writing, to the aggrieved person and the Association within five (5) days of the meeting.

Article IV - RIGHTS OF EMPLOYEES TO REPRESENTATION

- 4.1 EMPLOYEE AND ASSOCIATION - Any aggrieved employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative. When an employee is not represented by the Association, the Association shall have the right to be present at Level Four and to state its views.
- 4.2 REPRISALS - No reprisals of any kind shall be taken by the employer or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

Article V - MISCELLANEOUS

- 5.1 GROUP GRIEVANCE - If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance, in writing, to the superintendent directly and the processing of such grievance shall be commenced at Level Three.
- 5.2 DECISIONS IN WRITING - Decisions rendered at Levels Two, Three and Four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and the Association or its designee (See Article 3.3(B)).
- 5.3 FORMS - Forms for filing grievances, serving notices, taking appeals, reports and recommendations and other necessary documents shall be included in the appendix of this contract.
- 5.4 MEETINGS AND HEARINGS - All meetings and hearings, except hearings before the Board, under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.
- 5.5 FILING OF ADMINISTRATIVE COMMUNICATIONS - All documents, communication 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.

SECTION VII
ASSOCIATION RIGHTS

Article I - AVAILABILITY OF INFORMATION

Upon request, the Board shall make accessible to the Association any compiled public information concerning the financial resources of the District necessary for administration of this contract.

Article II - USE OF FACILITIES FOR MEETINGS

The Association shall be allowed to use school buildings for general membership meetings and committee meetings. School equipment necessary to conduct the meeting may also be used.

Article III - BULLETIN BOARDS

The Association will be allowed to use bulletin board space in each teachers' planning area for posting of material.

Article IV - MAILBOXES

The Association will be allowed to distribute information through the school mailboxes and interschool mail.

Article V - BOARD AGENDA

The Board shall place on the agenda of each board meeting as the first item for consideration any matters brought to its consideration by the Association so long as those matters are made known to the superintendent's office at least two (2) days prior to the setting of the agenda.

Article VI - BOARD PACKET

The Board will provide a Board Meeting Information Packet to the Association prior to the board meeting.

Article VII - RATIFICATION

The Board agrees to consider ratification of the contract at the first regularly scheduled Board meeting after tentative agreement has been reached on all items, if said agreement is reached in time for the item to be placed on the agenda of said Board meeting or at a special meeting called for that purpose.

DURATION OF THE AGREEMENT

After ratification by the Board and by the Association, this agreement shall become effective upon the signing by the President of the Board and the President of the Association. This agreement shall be effective for a period of one (1) calendar year and shall be renewed automatically without modification, unless either party shall request an amendment.

President, Board of Education

Date

Clerk, Board of Education

Date

President, Lindsay Education Association

Date

Chief Negotiator, Lindsay Education Association

Date

APPENDICES

APPENDIX A

PROCEDURAL AGREEMENT

This agreement is made and entered into by and between the Lindsay Education Association, hereinafter termed the "Association", and the Lindsay Board of Education, hereinafter termed the "Board".

RECOGNITION

The Board hereby recognizes the Association as the sole exclusive negotiating representative for all certified teaching personnel under regular contract and duration of need contract in the District, excluding all administrative personnel or supervisory personnel (excluding supervising teachers).

RIGHT TO JOIN OR NOT TO JOIN

All professional educators under regular contract and duration of need teachers contract with Lindsay Public Schools, except administrative or supervisory personnel (excluding supervising teachers), have the right to join, participate in and assist the Association, and the right to refrain from such activities. The Board and/or the Association shall not discriminate against persons regardless of membership or non-membership in any teacher organization, or for participation or lack of participation in any phase of the bargaining process.

SCOPE OF BARGAINING

The Board and the Association agree to bargain in good faith on matters of wages, hours, fringe benefits, and other terms and conditions of employment. There will be no bargaining on managerial rights.

NEGOTIATING TEAMS

The Board and the Association shall each designate not more than six (6) representatives to meet for the purpose of negotiations. All negotiations shall take place exclusively between the designated representatives of the parties. Negotiations shall be conducted in closed session. The representative for each party shall have the authority to make proposals and counter proposals, to compromise and to make agreements subject to ratification by the parties. Joint releases to the public media are preferred; however, when the head negotiator of either team elects to release information, he/she may do so, provided that he/she gives to the head negotiator of the other team a written copy of the information to be released.

RIGHT OF CONSULTANTS

Each party will have the right to services of consultants. Consultants may not meet in closed session, but may wait nearby to be available during caucuses.

INITIATING NEGOTIATIONS

Upon written request for a negotiations session by either party, an initial meeting date and place acceptable to both parties will be selected. A negotiations session is defined as that time from presentation of proposals through ratification of a negotiated agreement. The initial meeting shall be within thirty (30) calendar days of the date of the written request. Any written request for a negotiations session must be made on or before March 15th of each year a negotiations session is to be held. If either party makes a written request for a negotiations session on or before December 15th, the initial meeting shall be within ninety (90) calendar days. All proposals to be submitted by the Board and the Association shall be submitted at the first meeting of the session.

NEGOTIATIONS PROCEDURE

Negotiation meetings will be held at times and places mutually acceptable to both parties. All meetings during a school year will be held outside the school day and shall not exceed three (3) hours in length unless extended by mutual agreement. During meetings, each party is free to caucus at any time. The head negotiator for each team will be the chief spokesperson for his/her team. The chief spokesperson may designate another team member to be spokesperson for any meeting. By mutual agreement at the table, any team member may speak to an issue. All team members are expected to be present for all of any meeting they attend unless exceptions are agreed upon by both parties. Other meeting ground rules, such as smoking and refreshments, shall be set by agreement of the team members. Upon written request, both parties will provide access to public information at their disposal during normal operating hours of the offices involved.

RESOLVING DIFFERENCES

(A) **MEDIATION** - In the event an agreement on items being negotiated cannot be reached, either party may declare that an impasse exists.

The issues in dispute shall then be submitted to a mediator mutually agreed upon by both parties for the purpose of inducing the Board and the Association to make a voluntary agreement. Each side will submit names of three (3) mediators within ten (10) working days of the day the impasse was declared. If a mediator has not been selected after (5) working days after submitting the list of names, the mediator shall be provided by the Federal Mediation and Conciliation Services. The cost of the service of the mediator, including per diem expenses and actual and necessary travel expenses shall be shared equally by the Board and the Association.

(7-15-93) Due to changes in State Law Section 866 fact finding will be as follows:

(B) FACT FINDING PROCEDURE:

If the mediation process has been utilized and has failed to bring about agreement on all items (or if mediation was not used), the unresolved items shall be submitted to fact finding as follows:

- (1) A fact finding committee consisting of three members shall be formed. One member shall be selected by the Association and one member shall be selected by the Board, within five (5) days. These two members will notify the State Superintendent of Public Instruction that a fact-finder is needed. The State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact-finders to the parties. If the representative of the Board and the representative of the Association cannot agree upon a name, then there shall be a coin toss. The winner of the toss shall decide whether to strike a name first or to have the loser of the toss strike a name first from the list. The two representatives shall then continue alternately striking a name from the list until only one name remains. That person shall then be named to serve as chairperson of the fact-finding committee.
- (2) Within five (5) days after the selection of the chairperson, the representative of the parties shall meet to exchange written language of each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiating team.
- (3) The cost for the services of the fact finding committee, including the per diem expenses, if any, and actual and necessary travel expenses shall be shared 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.

- (4) The fact finding committee shall have the authority to establish procedural rules, conduct investigations, and hold hearings during which each party to the dispute shall be given the opportunity to present its case with supporting evidence.
- (5) The chairperson shall convene the committee for fact finding. The committee shall meet with representatives of both parties, and within twenty (20) days after the fact finding hearing, shall present its written recommendations to the Board and the Association. The report shall set forth findings of fact and recommendations on the issues submitted.
- (6) If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences: provided, after fourteen (14) days after the exchange of written statements as provided for by this action, either party may discontinue such effort.
- (7) The local board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the local board of education shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

TENTATIVE AGREEMENTS

Tentative agreements reached as a result of negotiations will be reduced to writing and will have conditional approval of the head negotiator of each team. Items which have received tentative agreement cannot be reconsidered, unless mutually agreed upon by both teams or unless the Board and Association fail to ratify the agreement.

FINAL AGREEMENTS

Tentative agreements become final agreements, and thus a part of the contract, upon ratification by the Board and the Association.

APPLICABLE LAWS OF OKLAHOMA

The Board and the Association pledge to abide by the laws of the State of Oklahoma applicable to the negotiations process.

SAVINGS CLAUSE

Should any part of this agreement be declared illegal 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. If mutually acceptable to the Board and the Association, negotiations may commence at any time for the purpose of arriving at a legally permissible replacement of the deleted part.

APPENDIX B

MINIMUM CRITERIA FOR EFFECTIVE TEACHING PERFORMANCE

I. PRACTICE

A. Teacher Management Indicators

1. Preparation

The teacher plans for delivery of the lesson relative to short-term and long-term objectives.

2. Routine

The teacher uses minimum class time for non-instructional routines thus maximizing time on task.

3. Discipline

The teacher establishes rapport with students and provides a pleasant, safe and orderly climate conducive to learning.

B. Teacher Instructional Indicators

1. Establishes Objectives

The teacher communicates the instructional objectives to students.

2. Stresses Sequence

The teacher shows how the present topic is related to those topics that have been taught or that will be taught.

3. Relates Objectives

The teacher relates subject topics to existing student experience.

4. Involves All Learners

The teacher uses signaled response, questioning techniques and/or guided practices to involve all students.

5. Explains Content

The teacher teaches the objectives through a variety of methods.

6. Explains Directions

The teacher gives directions that are clearly stated and related to the learning objectives.

7. Models

The teacher demonstrates the desired skills.

8. Monitors

The teacher checks to determine if students are progressing toward stated objectives.

9. Adjusts Based on Monitoring

The teacher changes instruction based on results of monitoring.

10. Guides Practice

The teacher requires all students to practice newly learned skills while under the direct supervision of the teacher.

11. Provides for Independent Practice

The teacher requires students to practice newly learned skills without the direct supervision of the teacher.

12. Establishes Closure

The teacher summarizes and fits into context what has been taught.

II. PRODUCTS

A. Teacher Product Indicators

1. Lesson Plans

The teacher writes daily lesson plans designed to achieve the identified objectives.

2. Student Files

The teacher maintains a written record of student progress.

3. Grading Patterns

The teacher utilizes grading patterns that are fairly administered and based on identified criteria.

B. Student Achievement Indicators

Students demonstrate mastery of the stated objectives through projects, daily assignments, performance and test scores.

APPENDIX C
PRE-OBSERVATION CONFERENCE FORM

Teacher's Name _____ Period/Date For _____

Class/Grade Level _____ Period/Date for Classroom Observation _____

1. What lesson will you be teaching during the observation?

2. What objectives (skills, attitudes, knowledge) will be taught?

3. How are you going to teach these objectives? (Describe your methods and activities.)

4. What, if any, special characteristics of the students should be noted?

5. What, if any, particular teaching behaviors do you especially want monitored?

Signature acknowledges that we have discussed this form and the five (5) questions.

Signature of Evaluator _____ Date _____

Signature of Evaluatee _____ Date _____

APPENDIX D-1

EVALUATION REPORT

LINDSAY PUBLIC SCHOOLS

Teacher's Name_____

Elementary____Middle____Secondary_____

Evaluation Record for the
_____ school year

Assignment_____

The administration and instructional staff of Lindsay Public Schools believes the ultimate purpose of evaluating certified personnel is to improve the performance and quality of the instruction offered to the students.

Column 1 - Appropriate Performance

Column 2 - Improvement Needed

Column 3 - Not Observed

	1	2	3
MANAGEMENT:			
The teacher plans for delivery of the lesson relative to short-term and long-term objectives.			
The teacher uses minimum class time for non-instructional routines thus maximizing time on task.			
The teacher clearly defines expected behavior (encourages positive behavior and controls negative behavior).			
The teacher establishes rapport with students and provides a pleasant, safe and orderly climate conducive to learning.			
METHODS OF INSTRUCTION:			
The teacher communicates the instructional objectives to students.			
The teacher shows how the present topic is related to those topics that have been taught or that will be taught.			
The teacher relates subject topics to existing student experiences.			
The teacher uses signaled response, questioning techniques and/or guided practices to involve all students.			
The teacher teaches the objectives through a variety of methods.			
The teacher gives directions that are clearly stated and related to the learning objectives.			
The teacher demonstrates desired skills.			

	1	2	3
The teacher checks to determine if students are progressing toward stated objectives.			
The teacher changes instruction based on the results of monitoring.			
The teacher requires all students to practice newly learned skills while under the direct supervision of the teacher.			
The teacher requires all students to practice newly learned skills without the direct supervision of the teacher.			
The teacher summarizes and fits into context what has been taught.			
PRODUCTS:			
The teacher writes daily lesson plans designed to achieve the identified objectives.			
The teacher maintains a written record of student progress.			
The teacher utilizes grading patterns that are fairly administered and based on identified criteria.			
Students demonstrate mastery of stated objectives through projects, daily assignments, performance and test scores.			
PROFESSIONAL RESPONSIBILITIES:			
Demonstrates self control.			
Complies with school rules, regulations, and policies.			
Demonstrates respect for authority.			
Maintains good relations with other staff.			
Maintains good relations with parents.			
Uses techniques other than grade cards and required parent conferences to communicate with parents.			
Contributes to total school program through involvement in the formulation of policies and procedures which affect one's professional services, including curriculum, teaching materials, methods of instruction and school-community relations.			
Adheres to professional ethics as defined in board policy.			
Maintains and improves professional competence.			
Accepts responsibility for assigned extra-curricular activities.			

	1	2	3
Demonstrates dependability and punctuality in carrying out duties of the position.			
Is enthusiastic about his/her job and approaches the task in a positive manner.			
Demonstrates responsible attitude toward attendance/absences from the classroom.			
Is accurate and prompt with records and reports.			
Exercises concern about the proper use and care of the building, equipment, and supplies.			

From the items listed above, what did you observe to be the "special strengths" of the teacher?

From the items listed above, what did you observe to be areas in need of improvement?

Discuss ways in which you have assisted, or plan to assist, the teacher to improve. (Note: a plan of improvement is required for any items rated as "needs to improve".) _____

TEACHER'S COMMENTS: Teacher is invited to make any comments he/she may wish to include as part of the evaluation. Teacher's comments will be added as an attachment to the evaluation.

This evaluation is based on ____ classroom visits, _____ principal/teacher conferences and personal knowledge collected by the evaluator. Of these visits, _____ classroom observation forms are on file in the principal's office.

I certify this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement.

Signature of Employee

Title

Date

Signature of Employer

Title

Date

APPENDIX D-2

EVALUATION REPORT

LINDSAY PUBLIC SCHOOLS

Counselor's Name_____

Elementary____Middle School____Secondary____

Evaluation Record for the
_____ school year

Assignment_____

The administration and instructional staff of the Lindsay Public Schools believes the ultimate purpose of evaluating certified personnel is to improve the performance and quality of the instruction offered to the students.

Column 1 - Appropriate Performance

Column 2 - Improvement Needed

Column 3 - Not Observed

	1	2	3
COUNSELING SERVICE AND RESPONSIBILITY:			
Actively participates in pupil placement decisions.			
Provides liaison and spokesman services to the community and its agencies.			
Uses an approach which reflects a humanitarian concern for dignity, confidentiality, and the personal integrity of the student.			
Consults regularly with staff concerning student need.			
Provides good orientation for new students.			
Involves parents in seeking solutions to school-related problems.			
Communicates and interacts effectively with colleagues, parents, and students.			
Regularly initiates both individual and group counseling activities which reflect problem alleviation and/or growth in specific skills.			
Provides written evaluation summaries of group counseling program assessments.			
Is accurate and prompt with records and reports.			
Exercises concern about the proper use and care of buildings, equipment, and supplies.			

	1	2	3
PRODUCTS:			
Writes daily lesson plans designed to achieve the identified objectives.			
Maintains a written record of student progress.			
Utilizes grading patterns that are fairly administered and based on identified criteria.			
Students demonstrate mastery of stated objectives through projects, daily assignments, performance and test scores.			
PROFESSIONAL RESPONSIBILITIES:			
Demonstrates self-control.			
Complies with school rules, regulations, and policies.			
Demonstrates respect for authority.			
Contributes to the total school program through involvement in the formulation of policies and procedures which affect one's professional services, including curriculum, teaching materials, methods of instruction and school-community relations.			
Adheres to professional ethics as defined in board policy.			
Maintains and improves professional competence.			
Accepts responsibility for assigned extra-curricular activities.			
Demonstrates dependability and punctuality in carrying out duties of the position.			
Is enthusiastic about his/her job and approaches the task in a positive manner.			
Demonstrates responsible attitude toward attendance/ absences from the classroom.			

From the items listed above, what notable points were observed by the evaluator in the classroom and other observations? _____

From the items listed above, what did you observe to be the “special strengths” of the counselor?

From the items listed above, what did you observe to be areas in need of improvement?

Discuss ways in which you have assisted, or plan to assist, the counselor to improve. (Note: a plan of improvement is required for any items rated as “needs to improve”.)

COUNSELOR’S COMMENTS: The counselor is invited to make any comments he/she may wish to include as part of the evaluation. Counselor’s comments will be added as an attachment to the evaluation.

This evaluation is based on ____ classroom visits, ____ principal/counselor conferences and personal knowledge collected by the evaluator. Of these visits, _____ classroom observation forms are on file in the principal’s office.

I certify this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement.

Signature of Employee

Title

Date

Signature of Employer

Title

Date

APPENDIX D-3

EVALUATION REPORT

LINDSAY PUBLIC SCHOOLS

Library Media

Specialist's Name _____

Elementary _____ Middle _____ Secondary _____

Evaluation Record for the
_____ school year

Assignment _____

The administration and instructional staff of the Lindsay Public Schools believes the ultimate purpose of evaluating certified personnel is to improve the performance and quality of the instruction offered to the students.

Column 1 - Appropriate Performance

Column 2 - Improvement Needed

Column 3 - Not Observed

	1	2	3
LIBRARY MEDIA CENTER SUPERVISOR:			
Plans and implements a sequential program of information skills, and reading guidance in cooperation with teachers' long-term objectives.			
Provides group instruction and user guidance in locating, evaluating, and using resources and equipment.			
Maintains and organizes information which is available not only in printed form, but also in other forms of media such as: films, recordings, microforms, video-tapes, and computer applications.			
Evaluates and selects high quality print and nonprint resources which reflect the prior ties of the instructional program.			
Plans with teachers on curriculum committee and individually to design and implement instructional units that effectively utilize available resources and equipment.			
Provides teachers with print and nonprint materials and equipment that support the instructional program.			
Is accurate and prompt with records and reports, including inventory and annual report.			
Evaluates the library media program regularly, establishes goals and plans budget for improvements.			
Exercises concerns about the proper use and care of buildings, equipment, and supplies.			
Manages time efficiently and maintains a flexible schedule in a business-like manner.			

	1	2	3
ADMINISTRATIVE:			
Develops policies to implement the school library media program.			
Works with the administration to establish a program consistent with the school's philosophy and goals.			
Works with administration to establish a sufficient budget.			
Allocates and administers budget.			
Cooperates with agencies and the community outside the school.			
Maintains public relations activities.			
Trains and supervises support staff.			
Develops and applies both short and long-range plans for media program.			
ENVIRONMENTAL:			
The library media center provides a warm inviting atmosphere as a stimulus for learning objectives.			
Library media specialist encourages students to pursue their personal interests in the library media center.			
Library media specialist encourages independent use of A.V. resources by individuals and small groups by providing sufficient space and equipment.			
PROFESSIONAL RESPONSIBILITIES:			
Demonstrates self-control.			
Complies with school rules, regulations, and policies.			
Demonstrates respect for authority.			
Maintains good relations with other staff.			
Maintains good relations with parents.			
Contributes to the total school program through involvement in the formulation of policies and procedures which affect one's professional services, including curriculum, teaching materials, methods of instruction and school-community relations.			
Adheres to professional ethics as defined in board policy.			
Maintains and improves professional competence.			

	1	2	3
Demonstrates dependability and punctuality in carrying out duties of the position.			
Is enthusiastic about his/her job and approaches the task in a positive manner.			

From the items listed above, what notable points were observed by the evaluator in the Media Center and other observations? _____

From the items listed above, what did you observe to be the "special strengths" of the library media specialist? _____

From the items listed above, what did you observe to be areas in need of improvement? _____

Discuss ways in which you have assisted, or plan to assist, the librarian to improve. (Note: a plan of improvement is required for any items rated as "needs to improve".) _____

LIBRARIAN'S COMMENTS: The librarian is invited to make any comments he/she may wish to include as part of the evaluation. Librarian's comments will be added as an attachment to the evaluation.

This evaluation is based on ____ classroom visits, ____ principal/librarian conferences and personal knowledge collected by the evaluator. Of these visits, _____ classroom observation forms are on file in the principal's office.

I certify this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement.

Signature of Employee

Title

Date

Signature of Employer

Title

Date

APPENDIX E

2005-06 SALARY SCHEDULE
BACHELORS + 0

YR EXP	TOTAL CONTRACT	BASE	TEACHER RETIREMENT
0	\$ 28,000.00	\$ 26,040.00	\$ 1,960.00
1	28,375.00	26,388.75	1,986.25
2	28,750.00	26,737.50	2,012.50
3	29,125.00	27,086.25	2,038.75
4	29,500.00	27,435.00	2,065.00
5	29,900.00	27,807.00	2,093.00
6	30,300.00	28,179.00	2,121.00
7	30,700.00	28,551.00	2,149.00
8	31,100.00	28,923.00	2,177.00
9	31,500.00	29,295.00	2,205.00
10	31,925.00	29,690.24	2,234.76
11	32,350.00	30,085.49	2,264.51
12	32,775.00	30,480.74	2,294.26
13	33,200.00	30,875.99	2,324.01
14	33,625.00	31,271.24	2,353.76
15	34,050.00	31,666.49	2,383.51
16	34,646.00	32,220.77	2,425.23
17	35,096.00	32,639.27	2,456.73
18	35,546.00	33,057.77	2,488.23
19	35,996.00	33,476.27	2,519.73
20	36,446.00	33,894.77	2,551.23
21	36,896.00	34,313.27	2,582.73
22	37,345.00	34,730.84	2,614.16
23	37,795.00	35,149.34	2,645.66
24	38,245.00	35,567.84	2,677.16
25	38,695.00	35,986.34	2,708.66

2005-06 SALARY SCHEDULE
BACHELORS +16

<u>YR EXP</u>	<u>TOTAL CONTRACT</u>	<u>BASE</u>	<u>TEACHER RETIREMENT</u>
0	\$ 28,500.00	\$ 26,505.00	\$ 1,995.00
1	28,875.00	26,853.75	2,021.25
2	29,250.00	27,202.50	2,047.50
3	29,625.00	27,551.25	2,073.75
4	30,000.00	27,900.00	2,100.00
5	30,400.00	28,272.00	2,128.00
6	30,800.00	28,644.00	2,156.00
7	31,200.00	29,016.00	2,184.00
8	31,600.00	29,388.00	2,212.00
9	32,000.00	29,759.99	2,240.01
10	32,425.00	30,155.24	2,269.76
11	32,850.00	30,550.49	2,299.51
12	33,275.00	30,945.74	2,329.26
13	33,700.00	31,340.99	2,359.01
14	34,125.00	31,736.24	2,388.76
15	34,550.00	32,131.49	2,418.51
16	35,146.00	32,685.77	2,460.23
17	35,596.00	33,104.27	2,491.73
18	36,046.00	33,522.77	2,523.23
19	36,496.00	33,941.27	2,554.73
20	36,946.00	34,359.77	2,586.23
21	37,396.00	34,778.27	2,617.73
22	38,123.00	35,454.38	2,668.62
23	38,573.00	35,872.88	2,700.12
24	39,023.00	36,291.38	2,731.62
25	39,473.00	36,709.88	2,763.12

2005-06 SALARY SCHEDULE
MASTERS + 0

<u>YR EXP</u>	<u>TOTAL CONTRACT</u>	<u>BASE</u>	<u>TEACHER RETIREMENT</u>
0	\$ 29,200.00	\$ 27,156.00	\$ 2,044.00
1	29,575.00	27,504.75	2,070.25
2	29,950.00	27,853.50	2,096.50
3	30,325.00	28,202.25	2,122.75
4	30,700.00	28,551.00	2,149.00
5	31,100.00	28,923.00	2,177.00
6	31,500.00	29,295.00	2,205.00
7	31,900.00	29,666.99	2,233.01
8	32,300.00	30,038.99	2,261.01
9	32,700.00	30,410.99	2,289.01
10	33,125.00	30,806.24	2,318.76
11	33,550.00	31,201.49	2,348.51
12	33,975.00	31,596.74	2,378.26
13	34,400.00	31,991.99	2,408.01
14	34,825.00	32,387.24	2,437.76
15	35,250.00	32,782.49	2,467.51
16	35,846.00	33,336.77	2,509.23
17	36,296.00	33,755.27	2,540.73
18	36,746.00	34,173.77	2,572.23
19	37,196.00	34,592.27	2,603.73
20	37,646.00	35,010.77	2,635.23
21	38,096.00	35,429.27	2,666.73
22	38,845.00	36,125.84	2,719.16
23	39,617.00	36,843.80	2,773.20
24	40,345.00	37,520.84	2,824.16
25	41,095.00	38,218.34	2,876.66

2005-06 SALARY SCHEDULE
MASTERS + 16

<u>YR EXP</u>	<u>TOTAL CONTRACT</u>	<u>BASE</u>	<u>TEACHER RETIREMENT</u>
0	\$ 29,700.00	\$ 27,621.00	\$ 2,079.00
1	30,075.00	27,969.75	2,105.25
2	30,450.00	28,318.50	2,131.50
3	30,825.00	28,667.25	2,157.75
4	31,200.00	29,016.00	2,184.00
5	31,600.00	29,388.00	2,212.00
6	32,000.00	29,759.99	2,240.01
7	32,400.00	30,131.99	2,268.01
8	32,800.00	30,503.99	2,296.01
9	33,200.00	30,875.99	2,324.01
10	33,625.00	31,271.24	2,353.76
11	34,050.00	31,666.49	2,383.51
12	34,475.00	32,061.74	2,413.26
13	34,900.00	32,456.99	2,443.01
14	35,325.00	32,852.24	2,472.76
15	35,750.00	33,247.49	2,502.51
16	36,346.00	33,801.77	2,544.23
17	36,796.00	34,220.27	2,575.73
18	37,246.00	34,638.77	2,607.23
19	37,696.00	35,057.27	2,638.73
20	38,146.00	35,475.77	2,670.23
21	38,596.00	35,894.27	2,701.73
22	39,345.00	36,590.84	2,754.16
23	40,095.00	37,288.34	2,806.66
24	40,845.00	37,985.84	2,859.16
25	41,595.00	38,683.34	2,911.66
26	42,252.00	39,294.35	2,957.65

APPENDIX F-1

INSTRUCTIONS

The purpose of the grievance procedure is to facilitate free, easy and effective communication between teachers and the administrative staff in order to secure, in good faith, equitable solutions to problems which may arise from time to time. Careful attention to contract requirements for a grievance and the proper procedure for completing a grievance form and the filing of same, as hereinafter detailed, will help to insure an expeditious and thorough consideration of each grievance.

Grievance Report Forms may be secured from school building offices and the Association officers, and should be filed at each level of the grievance procedure.

1. Each portion of the Grievance Report Form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved and what occurred.

Detailed information of the facts involved, the relevant contract provisions and the manner in which they are related are extremely important in order to provide a basis upon which a fair, thorough and expeditious decision may be made.

2. Under Section B of the Grievance Report Form, those relevant contract provision(s) which the grievant contends have been violated, misinterpreted or misapplied should be specified.
3. Under Section C, the grievant should state his/her claim by describing the manner in which factual contentions are related to the relevant contract provision(s) and how a violation, misinterpretation or misapplication of the contract has occurred.
4. Under Section D, the grievant should specify the relief which he/she desires as a result of the grievance.

APPENDIX F-2
GRIEVANCE REPORT FORM

PROCEDURE _____ (2) _____ (3) _____ (4)
(Check one to indicate level of grievance)

Date Filed _____

Name of Grievant

Building

Assignment

A. Date that cause of grievance occurred: _____

B. Relevant contract provision(s): _____

C. Statement of grievant's claim (statement of facts upon which grievance is based.) Use additional pages if necessary.

D. Relief desired: _____

Signature

Date

Date Received

E. Disposition by the appropriate administrator. Use additional pages if necessary.

Signature

Date

APPENDIX G
REQUEST FOR APPROVAL OF NON-GRADUATE CREDIT HOURS

I hereby request that the non-graduate credit hours listed below be counted toward the sixteen (16) hours above a degree for placement in the _____ column on the salary schedule.

Teacher's name _____

Course Number and Title _____

Number of Credit Hours Requested _____

Course Description _____

Name of College or University _____

Teacher's Signature _____ Date _____

Approved _____ Denied _____ By _____ Date _____

Reason for Denial _____

(One copy to personnel file - one copy to teacher)