



“Engaging Minds, Inspiring Hearts, Pursuing Excellence”

**NEGOTIATED AGREEMENTS**  
**with**  
**McAlester Association of**  
**Classroom Teachers**  
**McACT**

**Effective Through the**  
**2017-2018 School Year**

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## ARTICLE I - PROCEDURAL AGREEMENT

This agreement is made and entered into by and between McAlester Independent School District No. 80, Pittsburg County, Oklahoma, and the McAlester Association of Classroom Teachers.

### SECTION 1 - PHILOSOPHY

- 1.1 The Board and the Association recognize that providing a high quality of continuous education for the children of McAlester School District No. 80 Pittsburg County, is the paramount objective of the School District, that high morale of the teachers is necessary for the best education of the children, and that:
  - 1.1.1 The Board is elected by the qualified electors of the School District as the governing body of the School District, and as such, possess all powers delegated to the Board of Education or to a School District by the Constitution and the Laws of the State of Oklahoma, together with the duties imposed thereby. Except as otherwise prescribed in this Agreement, the Board has the sole and exclusive right to exercise all rights and functions of management. Accordingly, if any provision of this Agreement, or application of this Agreement to any employee covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of the Agreement shall continue in full force and effect. At the request of either party, beginning not later than thirty (30) days subsequent to the request, negotiations on that particular item, found to be contrary to law, shall commence.
- 1.2 The Superintendent is the chief executive officer of the Board, and as such administers the affairs and programs of the School District as provided by law and Board policy.
- 1.3 Teachers, Administrators, and the Board share responsibility for providing continuous education of the highest possible quality for the pupils of the School District.
- 1.4 Attainment of the objectives of the educational program conducted in School District No. 80 requires mutual understanding and cooperation among both Administration and the Teachers. To this end, good faith negotiations by the Board and the Association with a free and open exchange of views are desirable.
- 1.5 Teaching is a profession requiring the possession of specialized educational qualifications.
- 1.6 Teachers, Administrators, and the Board affirm that they recognize that it is imperative that all parties be sensitive to the needs and aspirations of children regardless of level of achievement, race, color, ethnic background, creed, sex, or economic status.

### SECTION 2 – DEFINITIONS

- 2.1 The term “Teacher” as used in this Agreement shall refer to the employees of the School District having the following titles or basic full-time assignments (all day teachers): Classroom Teacher, Special Teacher, Librarian, Counselor, Speech Therapist, School Nurse, and Psychometrist certificated in their basic full-time assignment by the teacher certifying authority for the State of Oklahoma.
  - 2.1.1 The term “career teacher” as used in this Agreement shall mean a teacher who prior to full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE), has completed three (3) or more consecutive complete school years as a

teacher in one school district under a written continuing or temporary teaching contract, or for teachers employed for the first time by a school district under a written continuing or temporary teaching contract after full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE).

- 2.1.2 The term “probationary teacher” as used in this Agreement shall mean a teacher who has completed fewer than three (3) consecutive complete school years as a teacher in one school district under a written teaching contract, or for teachers employed for the first time by a school district under a written teaching contract after full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE).
- 2.2 The term “Board” as used in the Agreement shall mean the Board of Education of McAlester Independent School District No. 80, Pittsburg County, Oklahoma.
- 2.3 The term “Association” as used in this Agreement shall mean the McAlester Association of Classroom Teachers.
- 2.4 The term “School District” as used in this Agreement, shall mean the McAlester Independent School District No. 80, Pittsburg County, Oklahoma.
- 2.5 The term “Superintendent” as used in this Agreement, shall mean the Superintendent of Schools of McAlester Independent School District No. 80, Pittsburg County, Oklahoma.
- 2.6 The term “School Year” as used in this Agreement shall mean the period of time designated by the official school calendar, indicating the opening of the schools in the fall through the closing of the schools of the District in the spring, including orientation, professional days, and work days as approved by the Board.
- 2.7 The term “Negotiator” as used in the Agreement shall mean the person or persons appointed by the Board through its executive officer to represent them or the person or persons elected by the Association to represent those persons covered by this Agreement for the purpose of exchanging views, proposals, or counter proposals on matters provided for in this Agreement. They shall have authority to reach tentative agreement and make recommendations to their respective bodies.
- 2.8 The term “Party” or “Parties” as used in this Agreement shall mean the Board of Education of McAlester School District No. 80, Pittsburg County, Oklahoma, or its representatives acting on its behalf, and the McAlester Association of Classroom Teachers, or its representatives acting on its behalf.
- 2.9 The term “Grievance” as used in this Agreement shall mean a complaint by a teacher that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or of any Negotiated Agreement that has been negotiated between McAlester School District No. 80, and the McAlester Association of Classroom Teachers.
- 2.10 The term “Agreement” as used in this Agreement shall mean the procedural agreement and all articles which are subsequently approved and made a part of the Agreement.
- 2.11 The term “TLE” as used in this Agreement shall mean the Oklahoma Teacher and Leader Effectiveness Evaluation System.

### SECTION 3 - RECOGNITION

- 3.1 The Board hereby recognizes the Association as the sole and exclusive negotiating representative of the negotiating unit which consists of the employees of the School District having the following titles or basic full-time assignments (all day teachers): Classroom Teacher, Special Teacher, Nurse, Librarian, Counselor, Speech Therapist, and Psychometrist certificated in their full-time basic assignment by the teacher certifying authority for the State of Oklahoma. These full-time employees shall also be members of the negotiating unit whenever they are performing other part-time professionally related duties in addition to their basic full-time assignment for the School District, with those exceptions stated hereafter.
- 3.2 Exempted from the negotiating unit are persons whose only employment with the School District is on a per diem or hourly basis. Also exempted are those persons employed by the Board to hold positions which it classifies as administrative or supervisory, as well as School District employees who are not certificated by the teacher certifying authority for the State of Oklahoma.
- 3.3 The Board shall recognize McAlester Association of Classroom Teachers as the representative of the teachers in matters pertaining to wages, hours, fringe benefits, other terms and conditions of employment, and processing grievances.

### SECTION 4 - PROCEDURES

- 4.1 Prior to the time set for entering into the process of negotiations, the Board, through the Superintendent, and the Association, through its President, shall each designate in writing the names of not more than three persons who shall serve on their respective negotiating teams and be responsible for negotiations pursuant to the provisions of this Agreement. Two additional people may be named as alternates to attend negotiation sessions in the absence of the regularly designated team members. Each party shall also designate the person on its team who will be the chairman of the team during negotiations, they shall so inform the other party in writing. In the interest of providing a situation whereby maximum progress can be made during negotiations, each party agrees to keep changes as minimal as possible.
- 4.2 Negotiations will be conducted at the times and places mutually agreeable to the negotiators named by each party. Proposals to be negotiated will be submitted by May 30. The first negotiations sessions shall occur on a mutually agreeable date not more than fifteen (15) days from the date of the written request to open negotiations. All items shall be disposed of no later than the first day of school by one of the following methods:
- A. Agreement on the item by means of acceptance or compromise.
  - B. Sending the item to impasse.
  - C. Agreement to withdraw the item.
  - D. Mutual agreement to extend negotiations.
- 4.3 All negotiation items sent to impasse by the representative teams shall be sent to fact finding as a package at the conclusion of discussion on the non-salary items. All negotiation items sent to impasse by the respective teams shall be sent to fact finding as a package at the conclusion of discussion on the salary items.
- 4.4 The Board of Education and the representatives of the organization must negotiate in good faith on wages, hours, fringe benefits and other items and conditions of employment. To negotiate in good faith shall mean both parties must be willing to consider proposals in an effort to find a mutually satisfactory basis for agreement and

must be willing to discuss their respective contract proposal. If either party objects to the other's contract proposals, the objecting party must support its objections with rationale.

#### 4.5.1 Negotiations Guidelines

- 4.5.1 All negotiations meetings between the two designated, three members each, teams are closed, except that each team may have two non-designated and non-participating observers who are certificated employees of the school district. Persons acting as observers may be changed from meeting to meeting and may attend team caucus meetings.
- 4.5.2 The ensuing meeting date and tentative location will be set by the mutual agreement of the teams at the close of each session.
- 4.5.3 The items on the agenda for the next meeting will be stated by both teams, and these items will comprise the agenda; however, if it is mutually agreeable, additional items may be considered at any session. All proposals for consideration at any time during the session must be submitted in writing before each session begins and copies provided for members of both teams.
- 4.5.4 Each team will carry the necessary authority to make proposals and counter proposals, to comprise and to make agreements subject to the ratification of the Board and the Association. All negotiation proposals and counter proposals will be made only to the negotiation teams of the Board and the Association.
- 4.5.5 A maximum time limit of two hours and thirty minutes will be set for each session; however, an extension of one hour may be taken, if such extension is mutually agreeable to both teams.
- 4.5.6 A caucus may be called when in the judgment of the chief negotiator of either team, a caucus is deemed prudent.
- 4.5.7 During each negotiations session, only the chief negotiator of the respective teams will speak on the issues at hand. Other team members may speak when the chief negotiator agrees to grant them the privilege to speak. These other team members may not introduce new topics, proposals, or counter proposals.
- 4.5.8 When considering any item, discussion may be postponed until the next session and another item discussed while awaiting the final disposition of the proposed item.
- 4.5.9 Each team is to have a recorder who keeps the minutes for that team. Agreements, decisions, and items mutually accepted must be initialed by both chief negotiators before the aforementioned are typed and distributed to the members of the respective teams. Voice recording machines will not be used to record negotiation sessions.
- 4.5.10 Either team may, if it so desires, utilize the services of outside professional representatives to assist its negotiation team, provided that those outside representatives are not present at negotiations sessions.

(Revisions Ratified 04-05-2010)

## SECTION 5 - FACT FINDING

- 5.1 If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time, either party may declare impasse. Upon reaching of impasse,

the items causing the impasse shall be referred to a three-member committee. This committee shall consist of:

- 5.1.1 One member who shall be selected by the representatives of the organization within five (5) days after reaching of impasse;
  - 5.1.2 One member who shall be selected by the local board of education within five (5) days after reaching of impasse; and
  - 5.1.3 One member who shall be selected by the first two members within fifteen (15) days after selection of the other two members. The member selected by the first two members shall serve as chairman of the committee.
- 5.2 Before submission to fact finding, a list shall be prepared including all items agreed upon to date as well as those items to be submitted to fact finding. Each item being submitted to fact finding shall show the last position taken by each negotiating team which should thereby clarify the difference between the parties. This list shall be signed by the chairman or chief negotiator of both negotiating teams and presented to the fact finding committee.
- 5.2.1 Within five (5) days after the selection of the chairman, the representatives who have been negotiating for the board and for the organization shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairman and other members of the committee.
- 5.3 The costs for the services of the fact finding committee, including 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.
- 5.4 The fact-finding committee shall have authority to establish procedural rules, examine relevant issues, and hold hearings during which each party to the dispute shall be given opportunity to present its case with supporting evidence.
- 5.5 The chairman shall convene the committee for fact finding. This committee shall meet with the representatives of both parties. Within twenty (20) days after the chairman is selected, the committee shall present written recommendations to the local board and to the organization.
- 5.6 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 representatives who have been negotiating for the board and for the organization. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the representatives shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort. The fact-finding report shall be advisory only and shall not be binding on the Board or the Association.



## SECTION 6 - DURATION OF AGREEMENT

- 6.1 This Agreement shall become effective immediately after receipt by the Association from the Board of written notice to the effect that the Agreement has been ratified by the Board. The Board, however, shall take no action upon the ratification of the Agreement until it has received written notice from the Association that a majority of the members of the Association have ratified the Agreement. The Board will have thirty days after receipt of written notification by the Association to act on the Agreement. The Board shall notify the Association in writing of their acceptance or rejection of the Agreement within fifteen (15) days of such action.
- 6.2 This Agreement automatically renews itself each fiscal year and shall continue in effect for successive fiscal year periods after June 30, NEXT. Notification in writing, no later than December 15, with negotiations on the changes to begin by January 15, and disposed of by February 15, must be given by either the President of the Association or by the Board, to the other party in accordance with the provisions of the Agreement of its desire to modify, amend or terminate the Agreement. It is understood by both the Association and the Board that notice in writing in itself does not constitute termination of the Agreement, but merely initiates negotiations of a part of the Agreement for that year.
- 6.3 Should no notice be given by either the Board or the President of the Association, this Agreement shall automatically renew itself for another fiscal year and the negotiating representatives, of both the Board and the Association, shall be deemed to be bound by each and all of the provisions of this Agreement.
- 6.4 In the event that the McAlester Association of Classroom Teachers disbands or otherwise ceases to exist, this Agreement shall be null and void upon the effective date of such disbanding or cessation of existence.

## ARTICLE II - CONDITIONS OF EMPLOYMENT

### SECTION 1 - AFTER-SCHOOL FACULTY MEETINGS

After school faculty meetings will normally be scheduled on Tuesdays. At the beginning of each school year, each building administrator will allow input from the teachers in establishing a meeting schedule. Principals will endeavor to hold length of meeting to no more than forty-five (45) minutes. Additional meetings may be scheduled as necessary on days other than Tuesdays.

### SECTION 2 - COMMUNICATIONS

A teacher shall be notified of a complaint filed against him/her and given an opportunity to respond to the complaint before formal disciplinary action is taken.

### SECTION 3 - COMPENSATED DUTY

All compensated extra-curricular/extra-duty assignments which are open will be posted at the beginning of each semester.

### SECTION 4 - DUTY FREE LUNCH

For the 2017-2018 school year, the principal with input from teachers, shall establish a lunch duty schedule based on the needs of the building.

- A. Teachers will be provided with a minimum of 100 minutes of duty-free lunch time each normal five-day week.
- B. During each normal five-day week, principals will strive to provide 150 minutes of duty-free lunch for teachers unless circumstances prevent doing so.

- C. Duty-free lunch time shall be scheduled in addition to planning time.
- D. Teachers may be allowed to leave the building during their lunch period upon notification to the office.

## SECTION 5 - DUTY SCHEDULE

With input from the teachers, duty will be assigned by the administration. Assigned duty will be made in an equitable manner.

- A. The administration will strive to ensure timely notice of duties to teachers.
- B. Traveling teachers will be assigned to duty in an equitable manner to non-traveling teachers.

## SECTION 6 - GRIEVANCE PROCEDURE

### A. DEFINITIONS

1. The term "Grievance" as used in this Agreement shall mean a complaint by a teacher that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or of any Negotiated Agreement that has been negotiated between McAlester School District, No. 80, and the McAlester Association of Classroom Teachers.
2. An "Aggrieved Person" is a member or members within the negotiating unit asserting a grievance.
3. The "Grievance Committee" shall be composed of one teacher representative from each administrative level (elementary, middle, and high schools) and two (2) at large appointed by the McAlester Association of Classroom Teachers Executive Council. A chairman shall be elected by the committee, from within the committee.
4. "Grounds", when used in this Agreement, shall mean the basis upon which a grievance is being presented or appealed. Grounds for a grievance do not exist in any matter in which the method of review is prescribed by law. The Board shall retain all authority granted unto it by state law.
5. The term "Days", when used in this Agreement, shall mean those days during which the administrative offices of the District are normally open.

### B. GENERAL PROCEDURES

1. The number of days for the processing of grievances indicated at each level should be considered as a maximum. The time limits specified, may, however, be extended or limited by written mutual consent.
2. The Grievance Committee is authorized to act in the processing of those grievances which are referred to the committee by the aggrieved person. A complete and current list of all Grievance Committee representatives, including the designated chairman, shall be filed by the chairman of the committee with the Superintendent, President of the Board, and President of the Association, within ten days of the first day of classes each school year.
3. It shall be the responsibility of the Grievance Committee to become familiar with the grievance procedure and the levels contained therein, and their responsibilities at each level.
4. Nothing herein contained will be construed as limiting the right of an aggrieved person to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted, provided the adjustment is consistent with the terms of the Agreement in existence between the Board and the Association.

5. The aggrieved person, or the Principal or immediate supervisor may be represented at any level of the Grievance Procedure by a person or persons of his/her own choosing.
6. A grievance initiated by an aggrieved person at a time other than during the regular school year shall commence at Level Two, provided the Principal or immediate supervisor is not readily available.
7. No grievance shall be recognized by the Board or the Committee unless it shall have been presented at the appropriate level within twenty (20) days after the aggrieved person knew, or reasonably should have known of the act or condition on which the grievance is based; and, if not so presented, the grievance will be considered as waived.
8. An aggrieved person may withdraw a grievance at any time by notifying in writing the Board's and Committee's representatives at the level at which the grievance is being heard. Any such grievance that is withdrawn shall be considered waived.
9. If a grievance affects more than one negotiating unit member at more than one school, the aggrieved persons, through their designated representative, shall commence the processing of such grievance at Level Two.
10. When it is necessary at any level beyond Level One for an aggrieved person and his designated representatives to attend a meeting or hearing called by the Superintendent, or his/her designee, during the school day, the Superintendent, or his/her designee, shall so notify the Principal or immediate supervisor of such persons and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
11. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved person shall permit the aggrieved person to proceed to the next level.
12. Failure by the aggrieved person at any level of this procedure to appeal the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision given at that level.

C. LEVEL ONE

1. A grievance will first be discussed with aggrieved person's Principal or immediate supervisor with the objective of resolving the matter informally. At this time the aggrieved person may (1) discuss the grievance personally, (2) request one grievance committee representative accompany him/her or (3) request one grievance committee representative to act in his/her behalf only if it is not reasonably possible for the aggrieved person to be present. The Principal or immediate supervisor may be accompanied by one other representative of the Administration.
2. If at this time, the grievance has not been resolved the aggrieved person shall have three (3) days to file a grievance in writing to the Principal or immediate supervisor. Upon receipt of the written grievance, the Principal or immediate supervisor shall have three (3) days to give a written answer to the aggrieved person and shall provide a copy to the Grievance Committee Chairman. The answer shall include the reason or reasons upon which the answer is based.

D. LEVEL TWO

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she or his/her designated representative, may file a written appeal with the Superintendent, or his/her designee within five (5) days of the decision given at Level One. The appeal shall include a statement of the decision being appealed, the grounds for regarding the decision unacceptable and the requested course of action. Within five (5) days of receipt of the written appeal,

the Superintendent, or his/her designee, will request the Principal or immediate supervisor to forward to him in writing the decision and rationale given at Level One. A copy will be sent to the aggrieved person. After receiving the request from the Superintendent for the decision and rationale given at Level One the Principal or immediate supervisor shall have not more than three (3) days to forward to the Superintendent in writing the decision and rationale given at Level One.

2. After receiving the decision and rationale given at Level One by the Principal or immediate supervisor, the Superintendent or his/her designee shall have ten (10) days in which to set up a hearing with the aggrieved person and the Principal or immediate supervisor. The aggrieved person and his/her representative shall have the right to include witnesses pertinent to the grievance. The Principal or immediate supervisor shall have the right to include witnesses pertinent to the rationale given in the answer at Level One.
3. Upon conclusion of the hearing at Level Two, the Superintendent, or his/her designee, will have three (3) days to communicate his/her decision in writing, together with the reasons for the decision to the aggrieved person, Principal or immediate supervisor and the chairman of the grievance committee.

#### E. LEVEL THREE

1. Within five (5) days of receipt of the decision given by the Superintendent, or his/her designee, in Level Two, the aggrieved person, through the committee, may request the issue be referred to a fact finder.
2. The fact-finding committee should consist of three members. One member shall be selected by the representatives of the Association. One member shall be selected by the Board. The third member shall be selected by the first two members and this third member shall serve as chairman of the committee.
3. The costs for the services of the fact-finder, including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by the Board and the Association.
4. The fact-finding committee shall have authority to establish procedural rules, examine relevant issues, and hold hearings during which each party to the dispute shall be given opportunity to present its case with supporting evidence.
5. Within a period of ten (10) days after conclusion of such hearing, the fact-finding committee shall submit in writing to the Superintendent of Schools, the aggrieved person, Principal or immediate supervisor, its findings of fact and recommendations on the issues submitted.
6. Within five (5) days after receiving the report of the fact-finder, the aggrieved person, and/or representative, Superintendent or his/her designee, and the Principal or immediate supervisor shall meet to discuss the report and attempt to reach agreement on the grievance.
7. The Superintendent and the aggrieved person may mutually agree to waive the fact-finding proceedings set forth in this Agreement.
8. The fact-finding report shall be advisory only, and shall not be binding on the aggrieved person or the Principal or immediate supervisor.

#### F. LEVEL FOUR

1. Within five (5) days of receipt of the decision given in Level Two and if fact-finding has been waived, the aggrieved person, or his designated representative, may appeal the decision given in Level Two and if fact-finding has been waived, the aggrieved person, or his designated representative, may appeal the decision to the Board of Education. This appeal shall include a copy of the decision being appealed, the grounds for regarding the decision unacceptable and the requested course of action.

2. If fact-finding has been elected as provided in Level Three, and if the Superintendent and the aggrieved person cannot reach a mutually satisfactory adjustment of the grievance as the result of fact-finding, the aggrieved person, through the Committee, may then appeal the issue to the Board of Education. The appeal may be filed within ten (10) days of receipt of the report from the fact-finder. This appeal shall include: a copy of the decision given by the Superintendent, or his/her designee in Level Two; a copy of the report given by the fact-finder in Level Three; the grounds for regarding the decision and the report unacceptable; and the requested course of action.
3. Appeals at this level shall be heard by the Board within ten (10) days of receipt of the appeal. This hearing may be during a regularly scheduled meeting or at a special meeting called by the Board. Written notice of the time and place of the hearing shall be given by the Board's designee no later than three (3) days prior to the hearing to the aggrieved person, the Grievance Committee Chairman, and Principal or immediate supervisor.
4. The Board shall render its decision in writing within ten (10) days after conclusion of the hearing to the aggrieved person with copies to the Principal or immediate supervisor and the Grievance Committee Chairman. The decision of the Board shall be final.

### SECTION 7 - PARENT-TEACHER CONFERENCE DAYS

The parent-teacher conference day shall not exceed eight (8) working hours.

### SECTION 8 - PERSONNEL FILES

The teacher's official file shall be maintained in the office of the superintendent. Unofficial working files may be maintained in the office of each administrator.

Material that may adversely affect a teacher's employment status may not be placed in the teacher's official file until the teacher has had the opportunity to read the material and to sign and date the actual copy to be filed. The teacher shall receive a copy of said material, at no cost to the teacher, at the time of filing. The teacher shall have the right, within ten (10) working days, to affix a written response to said material. Documentation must be made a part of the official file in order for it to be used in an action that adversely affects a teacher's employment status.

A teacher may review the contents of his/her official file during normal business hours, but not during the duty time of the teacher. The teacher is entitled to receive a copy of any documents contained therein with the teacher paying the cost of reproduction.

After 24 months following the placement of the material in the teacher's file, the Superintendent and teacher may mutually agree that material that could adversely affect a teacher's employment status may be removed from the teacher's official file.

### SECTION 9 - PLANNING PERIOD

For the 2017-2018 school year, the administration will schedule within the students' day for each full-time classroom teacher, an average of at least 175 minutes of planning time in each normal five-day week. Full-time teachers who teach in a setting where the student day is shorter than the normal student day (Alternative School, for example) will not necessarily have planning time during the student day.

Planning time should be used for grading papers, preparing for class, conferences, and other instructionally related activities.

Sometimes school related activities (such as achievement testing, assemblies, special programs, guest speakers, etc.) scheduled during teachers' plan time will require teachers to miss that day's planning time. The building administrator will strive to ensure that the teachers affected by these activities do not miss planning time more than necessary. In the same spirit, when building administrators must ask teachers to give up their planning period to cover another teacher's classroom due to the lack of a substitute teacher, the administrator will ensure a fair and equitable distribution of that workload. A school-year running tally of that workload distribution will be posted for transparency and fairness.

## SECTION 10 - PROFESSIONAL DEVELOPMENT

Professional development programs in the McAlester Public Schools shall be in the program developed by the local professional development committee following guidelines advised by the Oklahoma Department of Education, in accordance with the state law pertaining to professional development, and delegated by the McAlester Board of Education.

In collaboration with the Professional Development Committee and the Professional Development Director, the Association may provide Professional Development on any of the designated Professional Days on the school calendar. The Professional Development will take place during the regular scheduled hours of the day and will be open to ALL certified employees. The Association will pay for the cost of the presenter or facilitator for any Association provided workshops.

## SECTION 11 - REDUCTION IN FORCE

### CERTIFIED TEACHING PERSONNEL

(In Force Beginning July 1, 2012, to Implement SB 2033 Terms)

#### I. Prompting Oklahoma Legislation

Oklahoma Statutes at Section 6-101.31 of Title 70, provide as follows: "The primary basis used in determining the retention or reassignment of affected teachers and administrators when a school district implements a reduction-in-force plan shall be the ratings of the teachers and administrators as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6 of this act."

#### II. General

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

sole judgment of the board of education may adversely affect the District's current or future funding and/or the necessity of maintaining certain current or future class sections or curricular / instructional offerings.

3. Criteria for Eliminating Positions. The primary standard in implementing any reduction in force shall be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the District. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, instructional focus and the unique / multi-dimensional needs of students. Natural attrition will always be used as the first means of reducing the force.

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

1. Once a determination has been made as to which positions should be eliminated then the primary basis that will be used in determining which teachers to retain in the affected position(s) will be the composite evaluation rating of the teachers holding such positions as measured (to the nearest hundredth of a decimal point) by the District's Teacher and Leader Effectiveness Evaluation System (TLE) for each year in which the TLE has been in effect. If the composite ratings of the teachers in the affected positions are identical then the following, in this order, shall control:
  - a. Seniority in the District.
  - b. The number of certifications held.
  - c. Total years of teaching experience.
  - d. A lot drawing made by the Superintendent, or Deputy Superintendent in the presence of an authorized representative of the McACT.

### IV. Procedures For Reduction in Force

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

non-reemployment of teachers. Notice of a recommendation of non-reemployment shall be given to the teacher prior to the applicable deadline set by law.

4. Board Hearing. At the board hearing, evidence may be presented by the administration and the teacher, as to (a) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the District and (b) whether the recommendation to not renew the specific teacher is being made in good faith under this Reduction in Force Agreement.
5. Effect of Board Decision. The decision of the board based on the evidence presented at the hearing shall be final and non-appealable.

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

1. Recall. For one school year after the effective date of non-reemployment due to a reduction in force, the board of education shall not fill positions eliminated through reduction in force without first offering such positions to the non-reemployed and eligible teachers. In order to be an "eligible teacher" for recall, the teacher, at the time of the reduction in force, must have had an overall composite evaluation rating, for the time period used, of at least 2.70 on a scale of 5.00 and be certified and qualified to teach in the open position. The recalled teacher shall have priority until the first day of school following the next school year, after the termination date, in filling vacancies and new positions for which they are qualified, unless the recalled teacher:

- A. waives recall right in writing,
- B. Resigns or
- C. fails to accept recall to the certified position offered.

Recall shall be in the reverse order of the reduction in force. In the event one or more teachers eligible for recall are equal in all criteria used in the reduction procedure, the Superintendent / Deputy Superintendent shall have authority to select the teacher believed to best fit the needs of the district.

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

## SECTION 12 - TEACHER EVALUATION

Evaluations of teachers shall be based upon the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) Tulsa Model.



All career teachers will be formally evaluated (once a year) according to statute, SB 207. All probationary teachers will be formally evaluated according to statute SB 207, once by November 15<sup>th</sup> and once by February 15<sup>th</sup>.

The term “career teacher” as used in this Agreement shall mean a teacher who prior to full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE), has completed three (3) or more consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, or for teachers employed for the first time by a school district under a written continuing or temporary teaching contract after full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE).

The term “probationary teacher” as used in this Agreement shall mean a teacher who has completed fewer than three (3) consecutive complete school years as a teacher in one school district under a written teaching contract, or for teachers employed for the first time by a school district under a written teaching contract after full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE).

### SECTION 13 – TEACHER TRAVEL TIME

Teachers assigned to one or more sites during the work day will be given adequate time for travel between sites.

### SECTION 14 - TRANSFER

#### A. ADMINISTRATIVE TRANSFER

Teachers shall be notified by the last day of school of their tentative teaching assignment for the coming year.

When the administration deems that a transfer (change in teaching assignment or building) is necessary, the administration shall consider the program, student need, teacher qualifications, and teacher preferences in determining which teacher(s) are to be transferred. The administration will make every effort to insure confidentiality when considering said transfers.

A teacher who has been selected for transfer shall be informed in a reasonable amount of time after the decision has been made.

The teacher shall have the right to request a conference with the Superintendent or designee to discuss the rationale for the transfer.

A teacher may request in writing, a change in teacher assignment for the upcoming school year, specifying the grade level and subject matter and the reasons for the request when the need arises, or at any time an opening becomes available during the summer months.

#### B. VOLUNTARY TRANSFER

When a position becomes available within the district and a currently employed certified person applies in writing for that position but is not selected, the Administration will notify the applicant of the decision.

### SECTION 15 – WORK DAY

The regular work day for teachers shall begin fifteen minutes prior to the beginning of the students’ school day (or first bell) and shall end 15 minutes following their dismissal. Teachers

shall report to work and depart from work on a time schedule as determined by the building principal.

In addition to the regular work day, teachers may be required to perform assigned duties which fall outside the regular work day and to attend, either before or after the regular work day, other functions related to the activities of the school including, but not limited to the following: parent conferences, open house, graduation, staff meetings, Parent/Teacher Association meetings, and professional development activities.

#### SECTION 16 – PROCEDURE FOR COMPLAINTS

In order to encourage the harmonious and expeditious resolution of a complaint against a teacher, the administrator will, if he/she deems it appropriate to the situation, advise the complainant to discuss the matter fully with the teacher.

All complaints against a teacher must be substantiated and documented through a complete and thorough investigation before disciplinary action is taken.

#### SECTION 17 – RIGHT TO REPRESENTATION

Members of the Bargaining Unit shall have the right to be accompanied by a Member of the Association at formal disciplinary conferences with Administrators and/or the Board of Education. Prior to the conference, the Member shall notify the affected Administrator and/or the Board of Education of his/her intention to be accompanied by a Member of the Association. When a formal disciplinary conference is scheduled, the Administrator shall inform the Member of the specific nature of the subject to be discussed.

## ARTICLE III - ASSOCIATION PRIVILEGES

### SECTION 1 - ASSOCIATION LEAVE

The Association shall have ten (10) days per year release time for the purpose of conducting McACT-OEA-NEA business. This leave shall be granted with full pay. In the event that a McACT member is elected to an OEA-NEA office, the Board of Education may grant, with approval of the Superintendent, four (4) additional days of leave to fulfill those duties without loss of pay.

### SECTION 2 - EXCHANGE OF INFORMATION

After October 15<sup>th</sup>, of each school year, and upon written request from the President of the Association, the McAlester Board of Education shall provide to the President of the Association, a written copy of information that is subject to the Open Records Act from the Annual State Personnel Report of certificated employees of the McAlester School District.

### SECTION 3 - USE OF EQUIPMENT

Use of equipment of the district by designated Association members shall be restricted to use prior to the work day or after the completion of the teacher work day. The Association shall pay for the cost of materials and supplies used in the operations of such machines and equipment. The building principal or his designee shall approve equipment use before the equipment is used by an Association representative. Any damage in excess of normal wear or due to negligence or carelessness will be paid to the district by the Association within 30 days of billing or settlement of dispute or charges. Failure to abide by the guidelines of this section regarding equipment shall result in the revocation of this privilege for the Association.

The privilege granted the Association in the foregoing section will not be granted to any other representative group as defined in the School Laws of Oklahoma, 1980, during the term of the McAlester Classroom Teachers Association as representative of the educators of the district in professional negotiations.

## ARTICLE IV – LEAVES

### SECTION 1 - BEREAVEMENT LEAVE

- A. Teachers will be provided three (3) days leave for each occurrence due to a death in their immediate family without loss of salary.
1. The immediate family will include a spouse, child, child's spouse, parents, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, aunts, uncles, nieces, nephews, and corresponding relatives of spouse.
  2. Two (2) additional days without loss of salary will be provided if circumstances warrant.
  3. For the 2017-2018 school year one (1) additional day per year may be used to attend the funeral of persons other than those mentioned above.
  4. The teacher's principal must be notified as soon as the teacher knows the bereavement leave is to be used.

### SECTION 2 - EMERGENCY LEAVE

Up to two (2) days of emergency leave may be granted without loss of salary to certified personnel in situations defined "emergency" under the following conditions:

- A. Fire
- B. Automobile accident
- C. Natural disaster (flood or tornado)
- D. Similar circumstances

### SECTION 3 - PERSONAL BUSINESS LEAVE

For the 2017-2018 school year the district shall provide three (3) days of personal business leave for teachers per year under the following conditions:

- A. Only in situations of urgency, for personal business which cannot be transacted when school is not in session.
- B. If a personal business leave day is used on the first or last day of the student or teacher school year or day preceding or following a vacation period or holiday, a reason must be given and the request must be submitted at least five (5) or more days in advance, unless emergency does not permit. Final approval will be contingent upon finding a suitable substitute.
- C. Unused personal business leave will be bought back following the close of school each school year. This buy back will be at the rate of substitute pay, which is currently \$60.00 per day, or \$30.00 per half day.
- D. At the end of each school year, teachers will have the option to roll unused personal days into their sick leave in lieu of the buy-back.

### SECTION 4 - SICK LEAVE

A teacher may use sick leave due to personal accidental injury, illness or pregnancy, or an accidental injury, or illness in the immediate family. Immediate family for sick leave purposes shall include spouse, children, father, mother, or grandchild.

A total of five (5) sick leave days per year, of the total amount provided in Section 1 of this Agreement, may also be used for brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather or grandmother due to accidental injury, or illness of the above family members.

## SECTION 5 - SICK LEAVE ACCUMULATION

At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate to a maximum of 120 days.

When a teacher terminates employment with the school system through retirement, any accrued unused sick leave shall be paid by the school district to said teacher at a rate of Fifteen Dollars (\$15.00) per unused day not to exceed \$1,800.00. To qualify for this benefit a teacher must have ten (10) years of service as a certified teacher with the McAlester School System, with the last five (5) years being consecutive. The teacher must have submitted a resignation in writing by April 25 of the retirement year and complete the school year. If the teacher retires on Social Security disability or Teacher Retirement disability, then the April 25 date of notice will be void.

A retiring teacher will be granted 120 days of sick leave to use as a year toward retirement if they have or would have accumulated such leave. Days applied under this provision must have been earned in Oklahoma and any additional payments to the retirement system, if required, must be paid by the retiring teacher.

## SECTION 6 - SICK LEAVE SHARING

- A. The McAlester Board of Education establishes a leave sharing program for all district employees. The program shall permit district employees to donate sick leave to a fellow district employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or will cause the employee to exhaust all accumulated sick leave earned pursuant to Title 70, Section 6-104, of the Oklahoma Statutes and that has caused or is likely to cause the employee to take leave without pay or to terminate employment.
- B. As used in this section:
1. "Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee.
  2. "Household members" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune;
  3. "Severe" or "extraordinary" means serious, extreme or life-threatening; including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery there from; and
  4. "District employee" means a teacher or any full-time employee of the school district. Whether an employee is a "full-time employee of the School District" will be determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee.
- C. A district employee may be eligible to receive shared leave pursuant to the following conditions:
1. The Board of Education determines that the employee meets the criteria described in this section; and
  2. The employee has abided by district policies regarding the use of sick leave.
- D. A district employee may donate annual leave to another district employee only pursuant to the following conditions:
1. The receiving employee has exhausted, or will exhaust, all sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes due to an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or

- severe nature, and involves the employee, a relative of the employee or household member;
2. The condition has caused, or is likely to cause, the employee to go on leave without pay or to terminate employment;
  3. The Board of Education of the district permits the leave to be shared with an eligible employee;
  4. The amount of leave to be donated is within the limits set by the Board of Education of the district; and
  5. District employees may not donate excess sick leave that the donor would not be able to otherwise take.
- E. An employee may receive up to twenty (20) donated days in any school year. An employee shall not be able to use more than 100 days of shared sick leave during total District employment.
- F. The Board of Education shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- G. Donated sick leave will not be transferable between employees of different school districts.
- H. The receiving employee shall be paid the regular rate of pay of the employee. The sick leave received will be designated as shared sick leave and be maintained separately from all other sick leave balances.
- I. Any donated sick leave may only be used by the recipient for the purposes specified in this section.
- J. All sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes is available for use by the recipient must be used prior to using shared sick leave.
- K. Any shared sick leave not used by the recipient during each occurrence as determined by the Board of Education shall be returned to the donor. The shared sick leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to the annual leave balance of each donor.
- L. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purposes of the leave sharing program.

## **ARTICLE V – COMPENSATION**

### **SECTION 1 - FAMILY PASS**

Each full-time certified employee of McAlester School District will be provided with a family pass that permits the member, spouse, and minor children to attend general admission school functions free of charge. Passes will not be honored at reserve seating or state play-off activities.

### **SECTION 2 - RETIREMENT**

For the 2017-2018 school year the Board shall pay, as part of the compensation schedule, each teacher's contribution to the Oklahoma Teachers' Retirement System less the amount paid by the State as an offset. This offset will then be paid to each teacher as provided by legislation.

### **SECTION 3 - SALARY**

The salary scale for the 2017-2018 school year is attached.

All teachers will be moved up one step. An additional step (Step 34) will be added to the scale.

Teachers who are above Step 34 on the salary scale for the 2017-2018 school year, will receive a stipend of \$500 to be paid in two (2) payments, the first on the last business day of December, 2017 and the second on the last business day of May, 2018.

For informational purposes, the extra duty salary schedule developed by district administration and approved by the Board of Education is attached to this Agreement.

## ARTICLE VI – GENERAL PROVISIONS

### SECTION 1 - PRINTING OF AGREEMENT

- A. Not later than thirty (30) days following ratification, the Board shall have prepared for distribution a copy of this Agreement.
- B. Representatives of the Board and the Association shall proofread the Agreement prior to its distribution.
- C. A total of 35 printed copies of this Agreement will be provided to the President of the Association.
- D. This Agreement will be posted on the website of the McAlester Public Schools not later than thirty (30) days following ratification.
- E. The costs of printing the Agreement shall be borne equally by the Board and the Association.

### SECTION 2 - SAVINGS CLAUSE

If any provision or part of a provision in this negotiated agreement shall be found contrary to law, it shall be severed from the agreement, and all other provisions or applications of the agreement shall continue in full force and effect. At the request of either party, beginning not later than thirty days subsequent to the request, negotiations on that particular item, found to be contrary to law, shall commence.



2017-2018

SALARY/COMPENSATION

BACHELOR DEGREE

(1) Step	(2) Base Salary	(3) District Paid Retirement	(4) Total District Compensation
0	\$ 31,974.12	\$ 2,346.51	\$ 34,320.63
1	\$ 32,308.12	\$ 2,328.39	\$ 34,636.51
2	\$ 32,909.12	\$ 2,331.39	\$ 35,240.51
3	\$ 33,452.12	\$ 2,329.76	\$ 35,781.88
4	\$ 33,774.12	\$ 2,308.81	\$ 36,082.93
5	\$ 34,121.12	\$ 2,289.50	\$ 36,410.62
6	\$ 34,468.12	\$ 2,269.12	\$ 36,737.24
7	\$ 34,815.12	\$ 2,247.68	\$ 37,062.80
8	\$ 35,162.12	\$ 2,225.18	\$ 37,387.30
9	\$ 35,509.12	\$ 2,201.62	\$ 37,710.74
10	\$ 36,276.37	\$ 2,208.62	\$ 38,484.99
11	\$ 36,741.37	\$ 2,191.82	\$ 38,933.19
12	\$ 37,113.37	\$ 2,166.95	\$ 39,280.32
13	\$ 37,485.37	\$ 2,141.01	\$ 39,626.38
14	\$ 37,857.37	\$ 2,114.02	\$ 39,971.39
15	\$ 38,229.37	\$ 2,085.96	\$ 40,315.33
16	\$ 38,601.37	\$ 2,056.84	\$ 40,658.21
17	\$ 39,159.37	\$ 2,040.66	\$ 41,200.03
18	\$ 39,531.37	\$ 2,009.42	\$ 41,540.79
19	\$ 40,089.37	\$ 1,991.11	\$ 42,080.48
20	\$ 40,461.37	\$ 1,957.74	\$ 42,419.11
21	\$ 41,019.37	\$ 1,937.31	\$ 42,956.68
22	\$ 41,484.37	\$ 1,908.81	\$ 43,393.18
23	\$ 42,472.37	\$ 1,918.62	\$ 44,390.99
24	\$ 43,123.37	\$ 1,902.00	\$ 45,025.37
25	\$ 43,716.37	\$ 1,879.96	\$ 45,596.33
26	\$ 44,216.37	\$ 1,917.59	\$ 46,133.96
27	\$ 44,681.37	\$ 1,952.59	\$ 46,633.96
28	\$ 44,981.37	\$ 1,975.17	\$ 46,956.54
29	\$ 45,481.37	\$ 2,012.81	\$ 47,494.18
30	\$ 45,981.37	\$ 2,050.44	\$ 48,031.81
31	\$ 46,481.37	\$ 2,088.08	\$ 48,569.45
32	\$ 46,981.37	\$ 2,125.71	\$ 49,107.08
33	\$ 47,481.37	\$ 2,166.47	\$ 49,647.84
34	\$ 47,981.37	\$ 2,200.98	\$ 50,182.35

In addition to the amounts in the Schedule above, teachers enrolled in the District's Health Insurance Plan shall receive a State Flexible Benefit Allowance payment of 100% of the single premium amount for the Health Choice (High) Option as required by Law. Teachers not enrolled in the District's Health Insurance Plan shall receive a State Flexible Benefit Allowance payment of \$69.71 per month.

2017-2018

SALARY/COMPENSATION

MASTER DEGREE

(1) Step	(2) Base Salary	(3) District Paid Retirement	(4) Total District Compensation
0	\$ 33,095.12	\$ 2,430.89	\$ 35,526.01
1	\$ 33,425.12	\$ 2,412.47	\$ 35,837.59
2	\$ 34,026.12	\$ 2,415.46	\$ 36,441.58
3	\$ 34,569.12	\$ 2,413.83	\$ 36,982.95
4	\$ 34,891.12	\$ 2,392.89	\$ 37,284.01
5	\$ 35,238.12	\$ 2,373.58	\$ 37,611.70
6	\$ 35,585.12	\$ 2,353.20	\$ 37,938.32
7	\$ 35,932.12	\$ 2,331.75	\$ 38,263.87
8	\$ 36,279.12	\$ 2,309.25	\$ 38,588.37
9	\$ 36,626.12	\$ 2,285.69	\$ 38,911.81
10	\$ 37,788.62	\$ 2,322.44	\$ 40,111.06
11	\$ 38,160.62	\$ 2,298.64	\$ 40,459.26
12	\$ 38,625.62	\$ 2,280.77	\$ 40,906.39
13	\$ 38,997.62	\$ 2,254.83	\$ 41,252.45
14	\$ 39,369.62	\$ 2,227.84	\$ 41,597.46
15	\$ 39,834.62	\$ 2,206.78	\$ 42,041.40
16	\$ 40,206.62	\$ 2,177.66	\$ 42,384.28
17	\$ 40,764.62	\$ 2,161.48	\$ 42,926.10
18	\$ 41,136.62	\$ 2,130.24	\$ 43,266.86
19	\$ 41,694.62	\$ 2,111.93	\$ 43,806.55
20	\$ 42,066.62	\$ 2,078.56	\$ 44,145.18
21	\$ 42,624.62	\$ 2,058.13	\$ 44,682.75
22	\$ 43,054.62	\$ 2,027.00	\$ 45,081.62
23	\$ 43,984.62	\$ 2,032.45	\$ 46,017.07
24	\$ 44,728.62	\$ 2,022.83	\$ 46,751.45
25	\$ 45,321.62	\$ 2,000.78	\$ 47,322.40
26	\$ 45,821.62	\$ 2,038.42	\$ 47,860.04
27	\$ 46,286.62	\$ 2,073.42	\$ 48,360.04
28	\$ 46,586.62	\$ 2,096.00	\$ 48,682.62
29	\$ 47,086.62	\$ 2,133.63	\$ 49,220.25
30	\$ 47,586.62	\$ 2,171.27	\$ 49,757.89
31	\$ 48,086.62	\$ 2,208.90	\$ 50,295.52
32	\$ 48,586.62	\$ 2,246.54	\$ 50,833.16
33	\$ 49,086.62	\$ 2,287.30	\$ 51,373.92
34	\$ 49,586.62	\$ 2,321.81	\$ 51,908.43

In addition to the amounts in the Schedule above, teachers enrolled in the District's Health Insurance Plan shall receive a State Flexible Benefit Allowance payment of 100% of the single premium amount for the Health Choice (High) Option as required by Law. Teachers not enrolled in the District's Health Insurance Plan shall receive a State Flexible Benefit Allowance payment of \$69.71 per month.

2017-2018

SALARY/COMPENSATION

DOCTOR DEGREE

(1) Step	(2) Base Salary	(3) District Paid Retirement	(4) Total District Compensation
0	\$ 34,212.12	\$ 2,514.96	\$ 36,727.08
1	\$ 34,542.12	\$ 2,496.54	\$ 37,038.66
2	\$ 35,143.12	\$ 2,499.54	\$ 37,642.66
3	\$ 35,686.12	\$ 2,497.91	\$ 38,184.03
4	\$ 36,008.12	\$ 2,476.97	\$ 38,485.09
5	\$ 36,355.12	\$ 2,457.65	\$ 38,812.77
6	\$ 36,702.12	\$ 2,437.27	\$ 39,139.39
7	\$ 37,049.12	\$ 2,415.83	\$ 39,464.95
8	\$ 37,396.12	\$ 2,393.33	\$ 39,789.45
9	\$ 37,743.12	\$ 2,369.77	\$ 40,112.89
10	\$ 39,696.12	\$ 2,466.02	\$ 42,162.14
11	\$ 40,068.12	\$ 2,442.22	\$ 42,510.34
12	\$ 40,533.12	\$ 2,424.35	\$ 42,957.47
13	\$ 40,905.12	\$ 2,398.41	\$ 43,303.53
14	\$ 41,277.12	\$ 2,371.42	\$ 43,648.54
15	\$ 41,649.12	\$ 2,343.36	\$ 43,992.48
16	\$ 42,114.12	\$ 2,321.24	\$ 44,435.36
17	\$ 42,486.12	\$ 2,291.06	\$ 44,777.18
18	\$ 42,858.12	\$ 2,259.82	\$ 45,117.94
19	\$ 43,230.12	\$ 2,227.51	\$ 45,457.63
20	\$ 43,602.12	\$ 2,194.14	\$ 45,796.26
21	\$ 43,974.12	\$ 2,159.71	\$ 46,133.83
22	\$ 44,346.12	\$ 2,124.21	\$ 46,470.33
23	\$ 45,241.12	\$ 2,127.02	\$ 47,368.14
24	\$ 45,892.12	\$ 2,110.40	\$ 48,002.52
25	\$ 46,485.12	\$ 2,088.36	\$ 48,573.48
26	\$ 46,985.12	\$ 2,125.99	\$ 49,111.11
27	\$ 47,450.12	\$ 2,160.99	\$ 49,611.11
28	\$ 47,750.12	\$ 2,183.57	\$ 49,933.69
29	\$ 48,250.12	\$ 2,221.21	\$ 50,471.33
30	\$ 48,750.12	\$ 2,258.84	\$ 51,008.96
31	\$ 49,250.12	\$ 2,296.48	\$ 51,546.60
32	\$ 49,750.12	\$ 2,334.11	\$ 52,084.23
33	\$ 50,250.12	\$ 2,374.87	\$ 52,624.99
34	\$ 50,750.12	\$ 2,409.38	\$ 53,159.50

In addition to the amounts in the Schedule above, teachers enrolled in the District's Health Insurance Plan shall receive a State Flexible Benefit Allowance payment of 100% of the single premium amount for the Health Choice (High) Option as required by Law. Teachers not enrolled in the District's Health Insurance Plan shall receive a State Flexible Benefit Allowance payment of \$69.71 per month.

McALESTER PUBLIC SCHOOLS  
GRIEVANCE FORM

(Check One):            Level II \_\_\_\_\_            Level III \_\_\_\_\_            Level IV \_\_\_\_\_

NAME OF GRIEVANT: \_\_\_\_\_

Assignment: \_\_\_\_\_

Date of occurrence giving rise to the Grievance: \_\_\_\_\_

Citation of Article(s) and/or Section(s) alleged to have been violated:  
\_\_\_\_\_  
\_\_\_\_\_

Statement of Grievance:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_  
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Decision and Supporting Reason(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature and Title \_\_\_\_\_ Date \_\_\_\_\_

If additional space is needed to complete any segment of this form, attach and properly identify additional pages.

**McALESTER PUBLIC SCHOOLS**  
**PAYMENT TO PERSONNEL FOR EXTRA ASSIGNMENTS**  
**2017-2018**

**CERTIFIED AND NON-CERTIFIED**

Position	Reason	Amount
Academic Team Sponsor - High School	Extra Work	\$1,500.00
Academic Team Sponsor - Middle School	Extra Work	\$1,000.00
Alternative Education School Teacher	Incentive	5% of Salary
Activity Coordinator	Extra Work	\$1,000.00 - \$3,000.00
Adult Education Director/Coordinator	Director Duties	\$500.00 - \$2,000.00
Adult Education Teacher - Part Time	Extra Work	\$20.00/hour
Afro Student Union Sponsors	Extra Work	\$1,000.00
ART Coordinator	Extra Work	\$1,000.00
Asbestos Worker	During Asbestos Work	\$.50/hour
Athletic Events	Extra Work	\$10.00/hour
Athletic Officiating	Extra Work	\$15.00/hour
Auditorium Supervisor	Extra Responsibility	\$2,000.00
Band Director - High School	Extra Responsibility	\$5,500.00
Band Director - 7th or 8th Grade	Extra Responsibility plus Elem. Work	\$1,000.00
Band Director - Assistant	Extra Responsibility plus Elem. Work	\$2,000.00
Band Director - 6th - 8th Grade Supervisor	Extra Responsibility	\$2,000.00
Band - Boys/Girls Basketball	Extra Responsibility	\$500.00
Band - Strings/Woodwind/Steel Drum/Jazz Percussion	Extra Responsibility	\$1,000.00
Band - Marching Director	Extra Responsibility	\$2,500.00
Beyond the Bell - Certified	Extra Work	\$20.00/hour
Beyond the Bell - Non-Certified	Extra Work	\$10.00/hour MPS Personnel
Beyond the Bell - Student Worker	Extra Work	\$7.25/hour
Black and Gold Publication	Extra Work	\$500.00
Buff T.V.	Extra Work	\$3,000.00 - \$8,000.00
Bus Driving - Coaches/Sponsors	Extra Work	\$25.00 per Trip
Bus Driving - Summer Work - Non-Contract	Extra Work	\$10.16/hour
Counselor	Extra Work	\$3,000.00
	Secondary - 10 Days	\$1,500.00
	Elementary - 5 Days	\$2,500.00
	Secondary Coordinator	\$500.00
	LPC	\$1,500.00
	Alternative Education - High School	\$15.00/hour
Curriculum Work/Tutoring	Extra Work	\$15.00/hour
Detention Teacher	Extra Work (Session = 45 min. or more)	\$15.00/hour

MCALESTER PUBLIC SCHOOLS  
 PAYMENT TO PERSONNEL FOR EXTRA ASSIGNMENTS  
 2017-2018

Drill Team/Flag Corps - High School	Extra Work	\$1,000.00
	Summer Work	\$500.00
E-Rate Coordinator	Extra Work	\$500.00
Event Pianist / Accompanyist	Extra Work	\$500.00
FCCLA	Extra Work	\$2,000.00
Gifted Coordinator	Extra Work	\$2,500.00
Grant Writing	Extra Work	\$1,000.00
Homebound Teacher	Extra Work	\$15.00 + Mileage @ District Rate
Homecoming	Extra Work	\$750.00
Hospitality Coordinator	Extra Work	\$2,000.00
ITV/Technology	Extra Work	\$2,500.00 - \$3,000.00
Indian Education Club	Extra Work	\$1,000.00 - \$3,000.00
Indian Education Club Middle School	Extra Work	\$600.00
Indian Education Tutor - Certified	Extra Work	\$20.00/hour
Indian Education Tutor - Non-Certified	Extra Work	\$10.00/hour
Indian Education Tutor - Student Worker	Extra Work	\$7.25/hour
Journeyman	Extra Responsibility	\$100.00
Leadership Training Coordinator	Extra Work	\$500.00 - \$1,500.00
Lead Teacher / Department Head	Extra Work	\$250.00 - \$1,000.00
Mentor Teacher	Extra Work	\$1,000.00
Mock Trial Coach	Extra Work	\$1,500.00
National Honor Society	Extra Work	\$1,000.00
Negotiation Team - CT and Non-CT	Extra Work	\$250.00
Newspaper - High School	Extra Work	\$1,000.00
Odyssey Ware Grading	Extra Work	\$500.00 - \$2,500.00/semester
		\$500.00
	0-15 Students	\$1,000.00
	16-29 Students	\$1,500.00
	30-39 Students	\$2,000.00
	40-49 Students	\$2,500.00
	50 + Students	\$1,000.00
One Act	Extra Work	\$500.00
One Act Assistant	Extra Work	\$2,000.00
On-Line Learning Coordinator	Extra Work	\$500.00 - \$1,000.00
Performing Groups (After School) / Musical	Extra Work	\$1,000.00
Prom Sponsor	Extra Work	\$1,000.00 - \$3,000.00
Psychometrist	Extra Work	\$4,000.00
Psychologist	Extra Work	

McALESTER PUBLIC SCHOOLS  
 PAYMENT TO PERSONNEL FOR EXTRA ASSIGNMENTS  
 2017-2018

Regional Team OSSAA Championship (FB District)	Head Coach	\$500.00
Saturday School	Assistant Coach	\$300.00
Science Fair Sponsor	Extra Work	\$20.00/hour
Security	Extra Work	\$500.00
Special Education Consultant	Extra Work	\$20.00/hour
Special Education Teacher	Extra Work	\$250.00 - \$750.00
Special Olympics Coordinator/Coach	Incentive	5% of Salary
Special Programs Coordinator	Extra Work	\$100.00 - \$750.00
Special Services Web Page	Extra Work	\$500.00 - \$1,500.00
Speech/Debate/Drama - High School	Extra Work	\$250.00
Speech/Debate/Drama - High School Assistant	Extra Responsibility	\$2,500.00 - \$3,000.00
Speech Pathologist	Extra Responsibility	\$1,000.00
State License - Plumber, Electrician, Heat & Air	Incentive + 10 extra days	5% of Salary and \$1,500.00
State Team OSSAA Sweepstakes or Championships and other as designated by the Superintendent	Extra Responsibility	\$300.00
Student Council Sponsor - Elementary	Head Coach	\$1,000.00
Student Council Sponsor - Middle School	Assistant Coach	\$750.00
Student Council Sponsor - High School	Extra Work	\$200.00 - \$500.00
Summer/Before School/After School Teaching	Extra Work	\$1,000.00
Summer Work / Mowing, Painting, Custodial, etc...	Extra Work	\$1,000.00
Summer Work/School	Extra Work	\$20.00/hour
Tech. Education Instructor (State Program)	Extra Work	\$10.00/hour
Technology Summer Work Certified & Non-Certified	Extra Work	\$300.00 - \$4,500.00/mo
Television Production	10 Month's Work	\$2,000.00
Title 1 Tutoring - Certified	Extra Work	\$15.00/hour
Title 1 Tutoring - Non-Certified	Extra Expense	\$2,000
Travel	Extra Work	\$20.00/hour
Travel Coordinator	Extra Work	\$10.00/hour
Treasurer	Extra Expense	\$100.00 - \$4,500.00
Vocal Music Director - High School	Extra Work	\$1,000.00
Vocal Music - Elementary/Middle School	Extra Responsibility	\$4,000.00
Vocational Agriculture	Extra Responsibility	\$3,000.00
Vocational Outstanding Chapter Award - State	Extra Responsibility	\$500.00
	Summer and Extra Work	\$2,400.00 + .2 of Regular Salary
	Head	\$1,000.00
	Assistant	\$750.00

McALESTER PUBLIC SCHOOLS  
PAYMENT TO PERSONNEL FOR EXTRA ASSIGNMENTS

2017-2018

Yearbook Sponsor - High School  
Yearbook Sponsor - Middle School  
Yearbook Sponsor - Elementary/ECCs

Extra Work  
Extra Work  
Extra Work

\$1,500.00  
\$750.00  
\$750.00