

# Mustang Public Schools



Teachers' Negotiated Agreement

**2017-2018**

*Empowering today to achieve a better tomorrow.*

SECTION I  
GENERAL CONTRACT PROVISIONS

### **Article I-Duration of Agreement**

This agreement is entered into between the Mustang Board of Education, hereinafter referred to as the "Board", and the Mustang Education Association, hereinafter referred to as the "Association", and shall become effective at the time of ratification by both parties. This Agreement shall remain in effect until a successor agreement is negotiated by the Association, ratified by the teachers and approved by the Mustang Board of Education. All provisions of this Agreement affecting compensation and leave shall, upon approval, be retroactive to the first required reporting date of each certified employee's contract for the current school year.

### **Article II-Procedural Agreement**

The Procedural Agreement for Negotiations between the Mustang Board of Education and the Mustang Education Association, agreed upon and effective June 6, 1983, shall be attached to this Agreement for information purposes only.

### **Article III-Definitions**

Teacher	All certified personnel currently employed by Mustang Public School District whose primary area of assignment is the instruction of students, excluding only administrative or supervisory personnel.
District	Mustang Public School District No. I-69, of Canadian County.
Board	Elected policy-making body governing the District.
Association President	Elected President of the Mustang Education Association.
Immediate Supervisor	Principal or other Administrator to whom teachers are directly responsible.
School	Work location at which teachers perform their job functions.
Agreement	The contract duly ratified and signed by the Board of Education.
Association	Mustang Education Association
Board Policy	A course of action adopted by the Board.
Probationary Teacher	Probationary teacher" means a teacher who: <ul style="list-style-type: none"><li>a. (for teachers employed by a school district prior to full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System(TLE) as set forth in Section 6-101.10 of this title), has completed fewer than three (3) consecutive complete s c h o o l years as a teacher in one school district under a written teaching contract or</li><li>b. (for teachers employed for the first time by a school district under written teaching contract after full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6-101.10 of this title), has not met the requirements for career teacher.</li></ul>
Career Teacher	"Career teacher" means a teacher who:

- a. for teachers employed by a school district prior to full implementations of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6-101.10 of this title, has completed three (3) or more consecutive complete school years as a teacher in one school district under a written continuing or temporary teacher contract, or
- b. for teachers employed for the first time by a school district under a written continuing or temporary teacher contract after full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6-101.10 of this title.
- c.
  - (1) has completed three (3) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract and has achieved a rating of "superior" as measured pursuant as set forth in Section 6-101.16 of this title for at least two (2) of the three school years with no rating below "effective".
  - (2) has completed four (4) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, has averaged a rating of at least "effective" as measured pursuant to the TLE for the four-year period, and has received a rating of at least "effective" for the last two (2) years of the four-year period, or
  - (3) has completed four (4) or more consecutive complete school years in one school district under a written continuing or temporary teaching contract and has not met the requirements of subparagraph a or b of this paragraph, only if the principal of the school at which the teacher is employed submits a petition to the superintendent of the school district requesting that the teacher be granted career status, the superintendent agrees with the petition, and the school district board of education approves the petition. The principal shall specify in the petition the underlying facts supporting the granting of career status to the teacher.

Superintendent

Chief administrative office of the District.

Immediate Family

Spouse, mother, father, children, brother, sister, mother-in-law, father In-law, grandparents of employee or spouse, grandchildren of employee or spouse, or a person living in the teacher's home who is a part of the family.

Seniority

Length of continuous contracted employment with the Mustang Public Schools counted from the first day the employee performed contracted duties for compensation. Authorized leave is not considered a break in continuous contracted employment; however, seniority will not accrue while an employee is on authorized leave.

Evaluator	Immediate supervisor who has completed the state mandated training for evaluation.
Teachers' School Day	Teachers' school day will begin fifteen (15) minutes before class and will end fifteen (15) minutes after classes, but not to exceed seven (7) hours and thirty (30) minutes. Times before and after school may be adjusted depending on an individual school's needs, not to exceed a total of (30) minutes. The half-time teacher's workday will not exceed four (4) hours, which will include fifteen (15) minutes before classes start and fifteen (15) minutes after classes. Meetings and/or conferences required by the administration shall normally be no more than one (1) hour in length except for extenuating circumstances and shall not be considered to be in violation of this agreement. When required by extenuating circumstances, appropriate notice shall be provided to the faculty. Compensation, leave and benefits for half-time teachers will be one-half of that of the full-time teacher with the exception of life insurance, which will be the full amount. Preparation time for a half-time teacher will be an average of twenty five (25) minutes per day and will be given whenever possible.
Teacher Duty Assignment	After annual review by site committee and receiving input from administration, site representatives, and one representative chosen by MEA, the principal shall discuss the schedule at a faculty meeting and assign teachers to supervisory duties on an equitable basis and post all duty schedules in a prominent place. When teachers are assigned to more than one (1) school, after receiving input and discussion with the teacher(s), the principals of the schools involved shall coordinate their scheduling of duties.
School Year	From the first day teachers report to duty to the day they are dismissed, not to exceed 190 days including professional days. However, the District can contract with Career Tech teachers and/or counselors to perform duties for the duration of the Career Tech programs, which may extend beyond the 190 days. For the 2016-2017 school year, the certified teacher contract will be for 180 days, which does not preclude the banking of minutes for use in case of inclement weather that would exceed the number of snow days built into the current calendar or other catastrophic circumstances.

**Article IV- Savings Clause**

Should any part of this Agreement be declared invalid by statute or a court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted part. The Board and the Association shall commence negotiations within 30 calendar days for the purpose of arriving at a legally permissible replacement for the deleted part.

SECTION II  
CONDITIONS OF EMPLOYMENT

### **Article I--Non-Discrimination Statement**

The Mustang Public School District is an equal opportunity employer and will abide by applicable laws dealing with discrimination.

A copy of the Civil Rights law of 1964 shall be available in the Superintendent's Office, or his/her designee at the Central Administration Building.

### **Article II—Personnel File**

The Board of Education shall maintain one personnel file on each teacher. Such file shall be managed by the Central Administration Office and shall contain appropriate reports, current contracts, current official transcripts and current teaching certificates. An annual summary of professional development points will be provided.

The file may also contain other material dealing with the performance of professional services of each teacher. If the teacher is not given a copy of the material dealing with the performance of professional services at the time it is prepared, a copy of such material will be sent to the teacher at the time of its inclusion in the file. The administrator will endeavor to have a thorough and honest review of facts pertaining to the incident. The teacher will have twenty (20) days from the date the material was included in the file to respond in writing for file purposes only. Such response will be attached to the material to which it refers.

A teacher may, upon request, review the contents of his/her personnel file. The teacher may also have a witness of his/her own choosing present during the review of the file. The teacher may make a copy of the material contained in the file. Any material that is eligible to be removed may be removed by mutual agreement between the teacher and the Superintendent or designee.

### **Article III—Duty Free Lunch**

Each teacher shall be granted a minimum of thirty (30) consecutive-minutes each day for a duty free lunch. The thirty (30) minutes shall not include any time designated or considered to be a passing period or student supervision before and after the actual lunch period. Planning, conferences, or other meetings shall not be scheduled or encouraged to be scheduled within the teachers' thirty (30) minute duty free lunch period.

### **Article IV—Preparation Time**

All teachers in pre-kindergarten through grade four (4) shall have a minimum of two hundred seventy-five (275) minutes of preparation time each five (5) day school week. All teachers in grades five (5) through twelve (12) shall have at a minimum of two hundred thirty-five (235) minutes of preparation time each five (5) day school week. All teachers shall have a minimum of forty (40) consecutive minutes of preparation time each school day. Incremental blocks of less than fifteen (15) minutes shall not be counted toward the total preparation time. Preparation time shall not come before school, after school or during lunch. Preparation time shall be the designated time at each site structured for teachers to use for planning without scheduled physical or instructional responsibilities for students. One (1) preparation time per five (5) school day week can be used for administratively scheduled meetings, so long as the meetings are for the purpose of planning/guiding/directing instruction for students. Occasional modified schedules will not be a violation of this contract.

## **Article V – Open Positions and Transfers**

Teachers currently employed by the Mustang School District may request a transfer to any open position for which the teacher is highly qualified according to the following guidelines:

- Currently employed teachers may ask to transfer to open positions that occur before the beginning of the school year. First consideration will be given to current employees who qualify for the position. Upon determination that the teacher does meet the highly qualified standard, an interview or conference will be granted upon request. Currently employed teachers may fill out an internal application on the District website if they are interested in any open position.
- An open position shall be posted on the District website and notification of open positions shall be sent electronically to all staff. Upon request a brief job description, a statement of minimum qualifications and salary range (salary range should indicate if there is additional compensation for certain aspects of the position) may be obtained from the MPS Human Resources Department.
- When it does not conflict with the best interests of the District, open positions shall be filled by highly qualified voluntary transfers.

## **Article VI – Reduction in Certified Employees**

Oklahoma Statutes 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 (TLE) Evaluation System as set forth in section 6 of this act."

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

- A. Normal attrition throughout the district (retirement, resignations, and temporary contracts)
- B. Ratings of teachers as measured by the Oklahoma Teacher and Leader Effectiveness Evaluation System. Once a determination has been made as to which positions should be eliminated, then the primary basis that will be used in determining which students 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 TLE System for each year in which the TLE has been in effect. When all factors under consideration are equal, seniority will prevail.
- C. Certified employees found to be in excess will be transferred, when highly qualified (Standard Certification) to fill vacancies in other buildings. (Transfers due to reduction of force will be considered prior to other consideration of transfers).

If normal attrition does not sufficiently reduce certified staff, career teachers shall be selected for release at the discretion of the Board after considering the following criteria in the order listed:

1. Certification and highly qualified status
2. The composite evaluation ratings of teachers holding such positions as measured (to the nearest hundredth of a decimal point) by the District's TLE system for each year in which the TLE has been in effect. (When all factors under consideration are equal, seniority will prevail).

Certified employees released as a result of Reduction in Certified Employees will be rehired in reverse order of release if his/her position or a similar position for which he/she is highly qualified becomes available the following school year. Failure to accept a position offered relieves the Board of any further rehire obligation to the released certified employee.



When a certified employee affected by the reduction in staff is rehired for the following school year, all seniority and benefits to which said employee was entitled to at the time of release will be returned to the employee.

#### **Article VII - Notification of Assignment**

Each teacher will be able to obtain his/her next year's teaching assignment prior to the last day of school. In the event a change in assignment or a significant change in duties within the assignment is made after that date, the affected teacher will be notified and promptly consulted. Any teacher affected by a change in assignment shall have the option to resign without penalty.

#### **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, copiers, clean and sanitary restrooms, running water in each building, teachers' lounge at each school site and access to a private telephone. Teachers should report concerns of inadequacies to the building principal in writing or e-mail.

#### **Article IX - Right to Representation**

Both parties agree that any conference or meeting between an administrator and a teacher is meant to be informative and/or productive. Administrators will make every attempt to communicate the purpose of a conference or meeting to the teacher beforehand and the teacher may choose to have a representative join him or her in the meeting. It is also understood and agreed to by both parties that there may be occasions when the circumstances may not allow for representation; however, at any conference or meeting between an administrator and a teacher scheduled for the purpose of reprimand or other disciplinary action or that involves teacher rights, either party may request a representative, OEA/MEA representative, fellow teacher or administrator to be present. If, during the course of a meeting or conference that was not scheduled for purposes of reprimand or other disciplinary action or that involves teacher rights, the administrator or teacher believes the conference or meeting is becoming confrontational or uncomfortable, the conference may be adjourned at any time by either party. The conference shall be rescheduled.

#### **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 or a one (1) year sponsorship. Teachers appointed to a one (1) year sponsorship will not be appointed to a sponsorship the following school year.

#### **Article XI – Faculty/Administration Communication**

The Mustang Board of Education and the Mustang Education Association encourage open communication between faculty and administration. Upon formal written request from a teacher, the administrator shall respond in a reasonable amount of time as to the action taken regarding the teacher's request.

Any conference scheduled for the purpose of reprimand or other disciplinary action or that involves teacher rights must be conducted in private with the right to representation as provided in Section II • Article IX.

### **Article XII – Class Size**

The Board agrees to abide by current State Laws dealing with class size. The district mandated class size requirements will be made available to administrators and the MEA president at the start of each year.

When enrolling elementary students, principals will seek to maintain a balance in class size within the grade in his/her building as far as room limitations will permit and/or until the mandated class size limitation has been reached. However, the principal may assign a student to any class if he/she feels it is in the best interest of the child or the school district.

### **Article XIII – Distribution of the Contract**

The Master Contract will be posted on the district website within thirty (30) days after tentative agreement by the Association and the Administration, ratification by the teachers and approval of the Board of Education.

### **Article XIV – Teacher Protection**

The Mustang Public Schools will abide by the School Laws of Oklahoma 2001, Section 730."Injuries Sustained by School Personnel in Performance of Duties – Continued Payment of Contract Salary," and Section 1011.1. "Assault on Employees and Students."

### **Article XV – Policies and Procedures for Mustang Public Schools**

A copy of the Policies and Procedures for Mustang Public Schools may be accessed on the Mustang Public School's website, [www.mustangps.org](http://www.mustangps.org).

Whenever possible, the administration will provide advance copies of any policy under consideration by the Board. Clarifications will be made by the Superintendent or his/her designee, as requested by the employee. School personnel have the avenue to attend board meetings to present questions.

### **Article XVI – Open Campus**

Upon notification to a building administrator, or his/her designee, a teacher will be allowed to leave campus during his/her lunch or planning period.

### **Article XVII – Evaluation Procedures**

During the first week of school the Superintendent, or his/her designee, will hold a meeting(s) for the purpose of orienting a new teacher to the evaluation procedure.

Probationary teachers shall be evaluated at least twice yearly, once during the fall semester and once during the spring semester.

Career teachers shall be evaluated once every year prior to May 1 of that year. Career teachers scoring an overall score of 3.8 or higher (Superior or Highly Effective) on their previous year's evaluation may be evaluated once every two years if mutually agreed upon by both the teacher and the evaluator. For the purpose of the evaluation, each certified employee shall be observed in the performance of his/her assigned duties. Evaluation procedures will follow the guidelines of the TLE. Prior to each formal observation, the evaluator shall contact the certified employee to set a date and time for the observation. A pre-observation conference shall be held if either the evaluator or the certified employee so desires. All certified teachers will be evaluated by a site administrator unless an emergency situation arises, in which case a qualified administrator may perform the evaluation.

Selection of the teacher evaluation system will be a collaborative effort between the Board, the Administration and the MEA. A copy of the completed evaluation report form shall be given to the certified employee within (15) working days of the conclusion of the final formal observations conference. An evaluation conference will be either held or scheduled at that time.

The District shall make every reasonable effort to give all necessary support and assistance to teachers with respect to maintenance of an appropriate learning environment in the classroom.

#### **Article XVIII – Admonishment of a Teacher**

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

Any admonishment shall be conducted in a confidential and private manner.

#### **Article XIX - Conferences**

Required parent-teacher conferences shall be scheduled for three (3) hours on two evenings prior to the Board approved conference days.

## **Article XX – Calendar**

The Board will adopt a school calendar for the next school year after it has received written recommendations from a calendar committee which will include two (2) certified employees appointed by the Association. Prior to the Board of Education approving a revised calendar during the year, the Calendar Committee will be reconvened to review all suggested revisions.

## **Article XXI – Professional Development**

It shall be the responsibility of the Local Professional Development Committee to design the local Professional Development Plan. This plan will be in accordance with Oklahoma State Department of Education regulations and shall be reviewed and updated annually.

The Mustang Public Schools' website will include the following Professional Development information:

- a copy of the Local Professional Development Plan
- local requirements for yearly point accumulation
- local workshop opportunities
- Professional Development Committee meeting dates, times and agendas

The local Professional Development Committee shall establish formal procedures for addressing the committee regarding:

- presentation of point appeals
- presentation of special case exceptions
- presentation of amendments/changes
- pre-approval of alternate activity points
- requesting an accurate record of professional development points

## **Article XXII – Complaint Procedure**

The administration agrees to encourage any person with a complaint against a teacher to discuss the complaint with the teacher first. Administrators are encouraged to provide the teacher with information concerning the complaint against him/her. If, in the opinion of the administrator involved, the complaint can best be handled at his/her level, he/she may do so without being in violation of this provision. (Refer to Mustang Board Policy 1095) A copy of any Formal Complaint and any resolution of Formal Complaint will be made available to the teacher.

## **Article XXIII-Substitute Teachers**

The Board will attempt to provide a trained substitute teacher to take the place of any eligible teacher who is absent from his/her duties.

When a substitute teacher is hired, he/she will be assigned the duties of the absent teacher unless mutually agreed upon by the principal and the teachers affected.

## **Article XXIV-Site Climate Committee**

A school climate committee made up of teachers, parents, students (if applicable) and administrator(s) shall be established at each school site. Teachers serving on the committee will be selected by teachers in accordance with the school site structure.

The committee shall meet on a quarterly basis with more meetings scheduled as needed. An administrator shall chair the committee and be responsible for setting meeting times and dates. Time lines stated herein may be changed by mutual agreement.

The on-going responsibilities of the school climate committee shall be:

- to gather information on the school site climate by receiving input from teacher, parents, and students (if applicable)
- to review the current discipline policy at the end of the school year in an effort to determine its effectiveness
- review school climate to determine its impact on discipline
- submit written recommendations to the district discipline committee

Committee members are encouraged to report back to their respective constituents.

#### **Article XXV – District Discipline Committees**

The district-wide climate/discipline committee shall be comprised of one continuing contract teacher and one parent from each site climate committee. It shall also be comprised of one (1) administrator from each school site and two (2) additional administrators at large. (The High School will be allowed one additional continuing contract teacher from the High School Climate Committee as a representative to the District Climate Discipline Committee.)

The committee shall meet on a quarterly basis with more meetings scheduled as needed. The initial meeting will be held prior to October 1. The administrator at large will set and chair the initial meeting. The purpose of this committee is to:

- review current discipline policies
- receive and process information and/or recommendations from site committees;
- make recommendations for discipline policy updates and additions to the administration and the Board

#### **Article XXVI- Reassignment of Students**

If a parent requests that a student be reassigned, the administration shall encourage the parent to discuss the situation with the teacher involved as provided in Article XXIII of this contract.

#### **Article XXVII- Open Transfer**

Transfer of students into the Mustang Public Schools will be in accordance to Oklahoma School Law Section 8-101.2, Section 9, Section 8-103, and Section 8-103.2, House Bill 1759, HB 1646 and HB 2363.

A student whose parent(s) or legal guardian is employed as a teacher in the MPS District shall be allowed to transfer to the school district.

Transportation of transferred students will be the responsibility of their parents unless required by law.

**Article XXVIII- Administrator and Teacher Communication**

The Board and the Association agree that communication between teachers and administrators is essential to effective student discipline. Therefore, teachers are to provide administrators with information concerning the student(s) behavior that resulted in a referral to the office. Similarly, administrators are to provide teachers with information concerning the disposition of student referrals as soon as possible. However, the confidentiality rights of students must be protected when disseminating information concerning student discipline.

## Section III Compensation

**Bachelor 2017-2018**

<b>Years Experience</b>	<b>Current Base Salary</b>	<b>Retirement Offset</b>	<b>District Paid Retirement</b>	<b>Life Insurance</b>	<b>Total Compensation</b>
0	32,510.72	60.15	2,389.47	34.20	34,994.54
1	32,859.74	103.41	2,372.48	34.20	35,369.83
2	33,349.73	145.65	2,367.13	34.20	35,896.71
3	33,739.72	188.15	2,353.98	34.20	36,316.05
4	34,129.71	233.33	2,338.15	34.20	36,735.39
5	34,542.95	278.78	2,323.81	34.20	37,179.74
6	34,956.19	325.26	2,308.43	34.20	37,624.08
7	35,369.43	372.82	2,291.98	34.20	38,068.43
8	35,810.56	421.44	2,276.56	34.20	38,542.76
9	36,208.91	471.12	2,256.86	34.20	38,971.09
10	37,045.40	521.87	2,269.07	34.20	39,870.54
11	37,651.89	573.67	2,262.92	34.20	40,522.68
12	38,258.40	626.54	2,255.71	34.20	41,174.85
13	38,864.87	680.48	2,247.41	34.20	41,826.96
14	39,471.36	735.47	2,238.07	34.20	42,479.10
15	40,077.85	791.53	2,227.66	34.20	43,131.24
16	40,684.34	848.65	2,216.19	34.20	43,783.38
17	41,290.83	906.83	2,203.66	34.20	44,435.52
18	41,897.31	966.07	2,190.07	34.20	45,087.65
19	42,503.81	1026.38	2,175.41	34.20	45,739.80
20	43,210.30	1,087.75	2,167.22	34.20	46,499.47
21	43,816.79	1,150.18	2,150.44	34.20	47,151.61
22	44,423.28	1,213.68	2,132.59	34.20	47,803.75
23	45,029.77	1,278.23	2,113.69	34.20	48,455.89
24	45,636.26	1,343.85	2,093.72	34.20	49,108.03
25	46,242.85	1,410.53	2,072.70	34.20	49,760.28
26	46,762.75	1,410.53	2,111.83	34.20	50,319.31
27	47,282.75	1,410.53	2,150.97	34.20	50,878.45
28	47,802.75	1,410.53	2,190.11	34.20	51,437.59
29	48,322.75	1,410.53	2,229.25	34.20	51,996.73
30	48,842.75	1,410.53	2,268.39	34.20	52,555.87
31	49,362.75	1,410.53	2,307.53	34.20	53,115.01
32	49,882.75	1,410.53	2,346.67	34.20	53,674.15
33	50,402.75	1,410.53	2,385.81	34.20	54,233.29
34	50,922.75	1,410.53	2,424.95	34.20	54,792.43
35	51,442.75	1,410.53	2,464.09	34.20	55,351.57
36	51,962.75	1,410.53	2,503.23	34.20	55,910.71
37	52,882.75	1,410.53	2,572.48	34.20	56,899.96
38	53,002.75	1,410.53	2,581.51	34.20	57,028.99
39	53,522.75	1,410.53	2,620.65	34.20	57,588.13
40	54,042.75	1,410.53	2,659.79	34.20	58,147.27

Flexible Benefit Allowance for certified staff not taking insurance is \$69.71/month or and additional \$836.52 per year, Flexible Benefit Allowance for certified staff taking insurance is equal to the Health Choice High employees premium. Pursuant to the legislation.



**NBC Bachelor 2017-2018**

<b>Years Experience</b>	<b>Current Base Salary</b>	<b>Retirement Offset</b>	<b>District Paid Retirement</b>	<b>Life Insurance</b>	<b>Total Compensation</b>
0	33,510.72	60.15	2,464.74	34.20	36,069.81
1	33,859.74	103.41	2,447.75	34.20	36,445.10
2	34,349.73	145.65	2,442.39	34.20	36,971.97
3	34,739.72	188.15	2,399.14	34.20	37,361.21
4	35,129.71	233.33	2,413.42	34.20	37,810.66
5	35,542.95	278.78	2,399.08	34.20	38,255.01
6	35,956.19	325.26	2,383.70	34.20	38,699.35
7	36,369.43	372.82	2,367.24	34.20	39,143.69
8	36,810.56	421.44	2,351.83	34.20	39,618.03
9	37,208.91	471.12	2,332.13	34.20	40,046.36
10	38,045.40	521.87	2,344.34	34.20	40,945.81
11	38,651.89	573.67	2,338.19	34.20	41,597.95
12	39,258.40	626.54	2,330.97	34.20	42,250.11
13	39,864.87	680.48	2,322.68	34.20	42,902.23
14	40,471.36	735.47	2,313.34	34.20	43,554.37
15	41,077.85	791.53	2,302.93	34.20	44,206.51
16	41,684.34	848.65	2,291.46	34.20	44,858.65
17	42,290.83	906.83	2,278.93	34.20	45,510.79
18	42,897.32	966.07	2,265.34	34.20	46,162.93
19	43,503.81	1026.38	2,250.68	34.20	46,815.07
20	44,210.30	1,087.75	2,242.49	34.20	47,574.74
21	44,816.79	1,150.18	2,225.71	34.20	48,226.88
22	45,423.28	1,213.68	2,207.86	34.20	48,879.02
23	46,029.77	1,278.23	2,188.96	34.20	49,531.16
24	46,636.26	1,343.85	2,168.99	34.20	50,183.30
25	47,242.85	1,410.53	2,147.97	34.20	50,835.55
26	47,762.75	1,410.53	2,187.10	34.20	51,394.58
27	48,282.75	1,410.53	2,226.24	34.20	51,953.72
28	48,402.75	1,410.53	2,235.27	34.20	52,082.75
29	49,322.75	1,410.53	2,304.52	34.20	53,072.00
30	49,842.75	1,410.53	2,343.66	34.20	53,631.14
31	50,362.75	1,410.53	2,382.80	34.20	54,190.28
32	50,882.75	1,410.53	2,421.94	34.20	54,749.42
33	51,402.75	1,410.53	2,461.08	34.20	55,308.56
34	51,922.75	1,410.53	2,500.22	34.20	55,867.70
35	52,442.75	1,410.53	2,539.36	34.20	56,426.84
36	52,962.75	1,410.53	2,578.50	34.20	56,985.98
37	53,482.75	1,410.53	2,587.53	34.20	57,515.01
38	54,002.75	1,410.53	2,656.78	34.20	58,104.26
39	54,522.75	1,410.53	2,695.92	34.20	58,663.40
40	55,042.75	1,410.53	2,735.06	34.20	59,222.54

Flexible Benefit Allowance for certified staff not taking insurance is \$69.71/month or and additional \$836.52 per year, Flexible Benefit Allowance for certified staff taking insurance is equal to the Health Choice High employees premium. Pursuant to the legislation.

**Masters 2017-2018**

<b>Years Experience</b>	<b>Current Base Salary</b>	<b>Retirement Offset</b>	<b>District Paid Retirement</b>	<b>Life Insurance</b>	<b>Total Compensation</b>
0	33,798.14	60.15	2,486.38	34.20	36,378.87
1	34,147.16	103.41	2,469.39	34.20	36,754.16
2	34,637.15	145.65	2,464.03	34.20	37,281.03
3	35,027.14	188.15	2,450.88	34.20	37,700.37
4	35,417.13	233.33	2,435.06	34.20	38,119.72
5	35,830.37	278.78	2,420.71	34.20	38,564.06
6	36,243.61	325.26	2,405.33	34.20	39,008.40
7	36,656.85	372.82	2,388.88	34.20	39,452.75
8	37,070.09	421.44	2,371.36	34.20	39,897.09
9	37,496.33	471.12	2,353.77	34.20	40,355.42
10	38,332.82	521.87	2,365.98	34.20	41,254.87
11	38,939.31	573.67	2,359.83	34.20	41,907.01
12	39,545.80	626.54	2,352.61	34.20	42,559.15
13	40,152.29	680.48	2,344.32	34.20	43,211.29
14	40,758.78	735.47	2,334.98	34.20	43,863.43
15	41,365.27	791.53	2,324.57	34.20	44,515.57
16	41,971.76	848.65	2,313.10	34.20	45,167.71
17	42,578.25	906.83	2,300.57	34.20	45,819.85
18	43,184.74	966.07	2,286.98	34.20	46,471.99
19	43,791.23	1026.38	2,272.32	34.20	47,124.13
20	44,497.72	1,087.75	2,264.12	34.20	47,883.79
21	45,104.21	1,150.18	2,247.34	34.20	48,535.93
22	45,710.70	1,213.68	2,229.49	34.20	49,188.07
23	46,317.19	1,278.23	2,210.59	34.20	49,840.21
24	46,923.68	1,343.85	2,190.62	34.20	50,492.35
25	47,530.17	1,410.53	2,169.59	34.20	51,144.49
26	48,090.17	1,410.53	2,211.74	34.20	51,746.64
27	48,650.17	1,410.53	2,253.89	34.20	52,348.79
28	49,210.17	1,410.53	2,296.04	34.20	52,950.94
29	49,770.17	1,410.53	2,338.20	34.20	53,553.10
30	50,330.17	1,410.53	2,380.35	34.20	54,155.25
31	50,890.17	1,410.53	2,422.50	34.20	54,757.40
32	51,450.17	1,410.53	2,464.65	34.20	55,359.55
33	52,010.17	1,410.53	2,506.80	34.20	55,961.70
34	52,570.17	1,410.53	2,548.95	34.20	56,563.85
35	53,130.17	1,410.53	2,591.10	34.20	57,166.00
36	53,690.17	1,410.53	2,633.25	34.20	57,768.15
37	54,250.17	1,410.53	2,675.40	34.20	58,370.30
38	54,810.17	1,410.53	2,717.55	34.20	58,972.45
39	55,370.17	1,410.53	2,759.70	34.20	59,574.60
40	55,930.17	1,410.53	2,801.85	34.20	60,176.75

Flexible Benefit Allowance for certified staff not taking insurance is \$69.71/month or and additional \$836.52 per year, Flexible Benefit Allowance for certified staff taking insurance is equal to the Health Choice High employees premium. Pursuant to the legislation.

**NBC Masters 2017-2018**

<b>Years Experience</b>	<b>Current Base Salary</b>	<b>Retirement Offset</b>	<b>District Paid Retirement</b>	<b>Life Insurance</b>	<b>Total Compensation</b>
0	34,798.14	60.15	2,561.65	34.20	37,454.14
1	35,147.16	103.41	2,544.66	34.20	37,829.43
2	35,637.15	145.65	2,539.30	34.20	38,356.30
3	36,027.14	188.15	2,526.15	34.20	38,775.64
4	36,417.13	233.33	2,510.33	34.20	39,194.99
5	36,830.37	278.78	2,495.98	34.20	39,639.33
6	37,243.61	325.26	2,480.60	34.20	40,083.67
7	37,656.85	372.82	2,464.15	34.20	40,528.02
8	38,070.09	421.44	2,446.63	34.20	40,972.36
9	38,496.33	471.12	2,429.03	34.20	41,430.68
10	39,332.82	521.87	2,441.25	34.20	42,330.14
11	39,939.31	573.67	2,435.10	34.20	42,982.28
12	40,545.00	626.54	2,427.82	34.20	43,633.56
13	41,152.29	680.48	2,419.59	34.20	44,286.56
14	41,758.78	735.47	2,410.25	34.20	44,938.70
15	42,365.27	791.53	2,399.84	34.20	45,590.84
16	42,971.76	848.65	2,388.37	34.20	46,242.98
17	43,578.25	906.83	2,375.84	34.20	46,895.12
18	44,184.74	966.07	2,362.25	34.20	47,547.26
19	44,791.23	1026.38	2,347.59	34.20	48,199.40
20	45,497.72	1,087.75	2,339.39	34.20	48,959.06
21	46,104.21	1,150.18	2,322.61	34.20	49,611.20
22	46,710.70	1,213.68	2,304.76	34.20	50,263.34
23	47,317.19	1,278.23	2,285.86	34.20	50,915.48
24	47,923.68	1,343.85	2,265.89	34.20	51,567.62
25	48,530.17	1,410.53	2,244.86	34.20	52,219.76
26	49,090.17	1,410.53	2,287.01	34.20	52,821.91
27	49,650.17	1,410.53	2,329.16	34.20	53,424.06
28	50,210.17	1,410.53	2,371.31	34.20	54,026.21
29	50,770.17	1,410.53	2,413.46	34.20	54,628.36
30	51,330.17	1,410.53	2,455.61	34.20	55,230.51
31	51,890.17	1,410.53	2,497.77	34.20	55,832.67
32	52,450.17	1,410.53	2,539.92	34.20	56,434.82
33	53,010.17	1,410.53	2,582.07	34.20	57,036.97
34	53,570.17	1,410.53	2,624.22	34.20	57,639.12
35	54,130.17	1,410.53	2,666.37	34.20	58,241.27
36	54,690.17	1,410.53	2,708.52	34.20	58,843.42
37	55,250.17	1,410.53	2,750.67	34.20	59,445.57
38	55,810.17	1,410.53	2,792.82	34.20	60,047.72
39	56,370.17	1,410.53	2,834.97	34.20	60,649.87
40	56,930.17	1,410.53	2,877.12	34.20	61,252.02

Flexible Benefit Allowance for certified staff not taking insurance is \$69.71/month or and additional \$836.52 per year, Flexible Benefit Allowance for certified staff taking insurance is equal to the Health Choice High employees premium. Pursuant to the legislation.

**Doctors 2017-2018**

<b>Years Experience</b>	<b>Current Base Salary</b>	<b>Retirement Offset</b>	<b>District Paid Retirement</b>	<b>Life Insurance</b>	<b>Total Compensation</b>
0	34,741.77	60.15	2,557.40	34.20	37,393.52
1	35,090.58	103.41	2,540.40	34.20	37,768.59
2	35,590.57	145.65	2,535.79	34.20	38,306.21
3	36,287.55	188.15	2,545.75	34.20	39,055.65
4	36,880.55	233.33	2,545.21	34.20	39,693.29
5	37,497.78	278.78	2,546.21	34.20	40,356.97
6	38,191.02	325.26	2,551.91	34.20	41,102.39
7	38,565.26	372.82	2,532.52	34.20	41,504.80
8	38,957.50	421.44	2,513.43	34.20	41,926.57
9	39,443.75	471.12	2,500.35	34.20	42,449.42
10	40,280.24	521.87	2,512.56	34.20	43,348.87
11	40,886.73	573.67	2,506.41	34.20	44,001.01
12	41,492.22	626.54	2,499.11	34.20	44,652.07
13	42,099.71	680.48	2,490.90	34.20	45,305.29
14	42,706.20	735.47	2,481.56	34.20	45,957.43
15	43,312.69	791.53	2,471.15	34.20	46,609.57
16	43,919.18	848.65	2,459.68	34.20	47,261.71
17	44,525.67	906.83	2,447.15	34.20	47,913.85
18	45,132.16	966.07	2,433.56	34.20	48,565.99
19	45,738.65	1026.38	2,418.90	34.20	49,218.13
20	46,445.13	1,087.75	2,410.70	34.20	49,977.78
21	47,051.62	1,150.18	2,393.92	34.20	50,629.92
22	47,658.11	1,213.68	2,376.07	34.20	51,282.06
23	48,254.60	1,278.23	2,356.42	34.20	51,923.45
24	48,871.09	1,343.85	2,337.20	34.20	52,586.34
25	49,477.58	1,410.53	2,316.17	34.20	53,238.48
26	50,037.58	1,410.53	2,358.32	34.20	53,840.63
27	50,597.59	1,410.53	2,400.47	34.20	54,442.79
28	51,157.60	1,410.53	2,442.63	34.20	55,044.96
29	51,717.61	1,410.53	2,484.78	34.20	55,647.12
30	52,277.62	1410.53	2,526.93	34.20	56,249.28
31	52,837.63	1,410.53	2,569.08	34.20	56,851.44
32	53,397.64	1,410.53	2,611.23	34.20	57,453.60
33	53,957.65	1,410.53	2,653.38	34.20	58,055.76
34	54,517.66	1,410.53	2,695.53	34.20	58,657.92
35	55,077.67	1,410.53	2,737.69	34.20	59,260.09
36	55,637.68	1,410.53	2,779.84	34.20	59,862.25
37	56,197.69	1,410.53	2,821.99	34.20	60,464.41
38	56,757.70	1,410.53	2,864.14	34.20	61,066.57
39	57,317.71	1,410.53	2,906.29	34.20	61,668.73
40	57,877.72	1,410.53	2,948.44	34.20	62,270.89

Flexible Benefit Allowance for certified staff not taking insurance is \$69.71/month or and additional \$836.52 per year, Flexible Benefit Allowance for certified staff taking insurance is equal to the Health Choice High employees premium. Pursuant to the legislation.

**NBC Doctors 2017-2018**

Years Experience	Current	District		Life Insurance	Total Compensation
	Base Salary	Retirement Offset	Paid Retirement		
0	35,741.77	60.15	2,632.67	34.20	38,468.79
1	36,090.58	103.41	2,615.67	34.20	38,843.86
2	36,590.57	145.65	2,611.06	34.20	39,381.48
3	37,287.55	188.15	2,621.02	34.20	40,130.92
4	37,880.55	233.33	2,620.48	34.20	40,768.56
5	38,497.78	278.78	2,621.48	34.20	41,432.24
6	39,191.02	325.26	2,627.18	34.20	42,177.66
7	39,565.26	372.82	2,607.79	34.20	42,580.07
8	39,957.50	421.44	2,588.70	34.20	43,001.84
9	40,443.75	471.12	2,575.61	34.20	43,524.68
10	41,280.24	521.87	2,587.83	34.20	44,424.14
11	41,886.75	573.67	2,581.68	34.20	45,076.30
12	42,493.22	626.54	2,574.46	34.20	45,728.42
13	43,099.71	680.48	2,566.17	34.20	46,380.56
14	43,706.20	735.47	2,556.83	34.20	47,032.70
15	44,312.69	791.53	2,546.42	34.20	47,684.84
16	44,919.18	848.65	2,534.95	34.20	48,336.98
17	45,525.67	906.83	2,522.42	34.20	48,989.12
18	46,132.16	966.07	2,508.83	34.20	49,641.26
19	46,738.65	1026.38	2,494.17	34.20	50,293.40
20	47,445.13	1,087.75	2,485.97	34.20	51,053.05
21	48,051.62	1,150.18	2,469.19	34.20	51,705.19
22	48,658.11	1,213.68	2,451.34	34.20	52,357.33
23	49,254.60	1,278.23	2,431.69	34.20	52,998.72
24	49,871.09	1,343.85	2,412.47	34.20	53,661.61
25	50,477.58	1,410.53	2,391.44	34.20	54,313.75
26	51,037.58	1,410.53	2,433.59	34.20	54,915.90
27	51,597.59	1,410.53	2,475.74	34.20	55,518.06
28	52,157.60	1,410.53	2,517.89	34.20	56,120.22
29	52,717.61	1,410.53	2,560.05	34.20	56,722.39
30	53,277.62	1,410.53	2,602.20	34.20	57,324.55
31	53,837.63	1,410.53	2,644.35	34.20	57,926.71
32	54,397.64	1,410.53	2,686.50	34.20	58,528.87
33	54,957.65	1,410.53	2,728.65	34.20	59,131.03
34	55,517.66	1,410.53	2,770.80	34.20	59,733.19
35	56,077.67	1,410.53	2,812.95	34.20	60,335.35
36	56,637.68	1,410.53	2,855.11	34.20	60,937.52
37	57,197.69	1,410.53	2,897.26	34.20	61,539.68
38	57,757.70	1,410.53	2,939.41	34.20	62,141.84
39	58,317.71	1,410.53	2,981.56	34.20	62,744.00
40	58,877.72	1,410.53	3,023.71	34.20	63,346.16

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### **Article I – Term life Insurance**

The Board shall pay the premiums for a \$15,000.00 term life insurance policy for each teacher.

### **Article IIa – Teacher Retirement**

The Board shall pay the total contribution to the Oklahoma Teacher Retirement System for each of its teachers

### **Article IIb – IRS 125 Program**

Each month the certified employee may withhold up to the maximum allowed by the District's 125 plan for use of the following options:

- State Health Insurance for dependents
- Dental Insurance for dependents
- Optical insurance
- Life Insurance
- Cancer Insurance
- Dependent Child Care
- Un-reimbursed Medical Expenses

The district will bear the cost of administering the IRS 125 Program. The allowable amount will be communicated to employees prior to the election of options. The allowable amount changed due to annual salary and fringe benefit increases.

### **Article III – Full Credit Experience**

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

### **Article IV - Compensation for Covering Classes**

Any teacher who is assigned to cover a class which requires him/her to forfeit his/her preparation period shall be compensated at the rate of fifteen dollars (\$15.00) per period or seven dollars and fifty cents (\$7.50) per ½ period.

In order to receive compensation, the Covering Class Form must be complete and turned into the site administrator. Forms will be readily available.

In no case shall a teacher be compensated for supervision of his/her own class in the event of a schedule change or absence of supplemental teacher when a substitute is not hired.

### **Article V – Compensation for Voluntarily Teaching During a Planning Period**

A teacher that voluntarily agrees to teach a class during their scheduled planning period will be compensated an amount equal to 1/7 their base salary. The site principal, with district administration approval will determine what classes will be taught.

## **Article VI – Job Disability**

The Board of Education agrees to continue to provide workers' compensation coverage to the employees of the Mustang School District.

## **Article VII - Payroll Deductions**

The Board of Education shall, upon authorization from the teacher, make arrangements for payroll deductions for Educators Credit Union, United Teaching Profession dues, Mustang Educators Political Action Committee contributions, annuities, school approved health insurance, life insurance, cancer insurance, dental insurance and any other changes as deemed necessary when proper notification is made with the earlier of, at least two (2) weeks prior to the next payroll date or cutoff dates as set by OSEEGIB or the Personnel Department.

Teachers wishing to cancel any part of their payroll deduction options may do so by giving notice in writing to the certified payroll clerk of the district at least two (2) weeks prior to the next payroll date or official dates as set by the State Department or Personnel, whichever is earlier. No changes may be made after May 1, until the following school year.

## **Article VIII-Travel Reimbursement**

Authorized reimbursement for mileage by private vehicle shall be at the established rate in effect under the "State Travel Reimbursement Act" of the State of Oklahoma (74 O.S. Sections 500.8 et, Seq). Distances for which mileage is claimed shall not exceed the shortest distance from origination to destination points as reflected by the latest Transportation Commission road map plus any additional miles. Mileage shall not be paid in any amount that exceeds the airfare for travel to such location.

Mileage reimbursement shall not be allowed if a district owned vehicle is traveling to the same location for the same purpose and a space is available to, and rejected by, the person proposing to travel by private vehicle unless otherwise approved in advance by the Superintendent.

In the event an Administrator or employee receives a car allowance as a part of their compensation, they shall not be paid mileage for any travel. No mileage reimbursement shall be given to any individual traveling in a district owned vehicle.

If more than one person is proposing to travel to a distant destination for the same purpose by separate private vehicles, employees shall be encouraged to travel together to maximize funds available to other district personnel.

Reimbursement for gasoline for district vehicles will not be reimbursed unless the car was filled at the school prior to departure and was insufficient to enable a return to the district. Gasoline should only be purchased in amounts sufficient to enable the return to the district. Reimbursement of gasoline and other district owned vehicle costs must be supported by unambiguous receipts or third party documentation detailing specifically the basis therefore.

Reimbursement for airplane transportation shall not exceed coach fare reduced by any discounts or package offers actually received.

Reimbursement shall be made only upon submission of the documents issued by the airline reflecting the actual cost paid and cancelled checks or receipts reflecting such payment. Frequent flyer benefits from district travel should be issued in the name of the district and reported to the district

**Article IX- Coaching and Extra -Duty Pay Schedule**

All supplemental duties shall be reimbursed according to the following schedule. All supplemental contracts are for the current school year only, with no expectation for continuing employment. The index listed is a percentage to be multiplied by \$27,500.00.

<b><u>District</u></b>		
<b><u>Position</u></b>	<b><u>% of Base</u></b>	<b><u>Amount</u></b>
Professional Development Committee Chairperson	2.50%	\$687.50
Professional Development Committee Member (exclude certified administrators)	2.00%	\$550.00
Counselor	5.00%	\$1,375.00
Days in excess of 180 will be calculated at a daily rate of pay		
High School Counselor – 12 days		
Middle School Counselor – 10 days		
Elementary Counselor – 6 days		
Adjunct Coach – Any Sport	Consistent with Coaching Position	
Site Web Master	3.00%	\$825.00
*Special Olympic Coach	3.00%	\$825.00

<b><u>Elementary Schools</u></b>		
<b><u>Position</u></b>	<b><u>% of Base</u></b>	<b><u>Amount</u></b>
Yearbook	4.00%	\$1,100.00
Student Council Sponsor	1.60%	\$440.00
Special Education Department Chair (minimum of 4)	3.00%	\$825.00
Grade Level & Department Chair (total of 7 @ each Site)	3.00%	\$825.00
Awards Program Coordinator (1 @ each Site)	1.10%	\$302.50
Math Data Analyst (1 @ each Site)	1.60%	\$440.00
Scholastic Coach—6 <sup>th</sup> Grade	4.00%	\$1,100.00
Vocal Music (Must meet qualifications)	5.00%	\$1,375.00

<b><u>Intermediate Schools</u></b>		
<b><u>Position</u></b>		
Yearbook	4.00%	\$1,100.00
Student Council Sponsor	1.60%	\$440.00
Special Education Department Chair (minimum of 4)	3.00%	\$825.00
Grade Level & Special Team Leader (total of 7 @ each Site)	1.5%	\$412.50
Department Chair	1.5%	\$412.50
Awards Program Coordinator (1 @ each Site)	1.10%	\$302.50
Data Analyst (1 @ each Site)	1.60%	\$440.00
Scholastic Coach—6 <sup>th</sup> Grade	4.00%	1,100.00
Vocal Music (Must meet qualifications)	5.00%	\$1,375.00



<b>MIDDLE SCHOOLS</b>		
<b>Position</b>	<b>% of Base</b>	<b>Amount</b>
MS Site Athletic Director	20.00%	\$5,500.00
MS Spirit Sponsor	5.00%	\$1,375.00
MS Cheer Head Coach	8.00%	\$2,200.00
8th Grade Football Head Coach	10.50%	\$2,887.50
8th Grade Football Assistant Coach	8.00%	\$2,200.00
7th Grade Football Head Coach	10.50%	\$2,887.50
7th Grade Football Assistant Coach	8.00%	\$2,200.00
MS Wrestling Head Coach	10.50%	\$2,887.50
MS Wrestling Assistant Coach	7.10%	\$1,952.50
MS Volleyball Head Coach	6.30%	\$1,732.50
MS Volleyball Assistant Coach	5.25%	\$1,443.75
MS Softball Head Coach	6.30%	\$1,732.50
MS Softball Assistant Coach	5.25%	\$1,443.75
Boys' Tennis Head Coach	6.30%	\$1,732.50
Girls' Tennis Head Coach	6.30%	\$1,732.50
Tennis Assistant Coach	5.25%	\$1,443.75
Boys' Golf Head Coach	6.30%	\$1,732.50
Girls' Golf Head Coach	6.30%	\$1,732.50
Boys' Track Head Coach	7.00%	\$1,925.00
Girls' Track Head Coach	7.00%	\$1,925.00
Boys' Track Assistant Coach	5.25%	\$1,443.75
Girls' Track Assistant Coach	5.25%	\$1,443.75
Boys' Cross Country Head Coach	6.50%	\$1,787.50
Girls' Cross Country Head Coach	6.50%	\$1,787.50
8th Grade Boys' Basketball Head Coach	10.50%	\$2,887.50
8th Grade Girls' Basketball Head Coach	10.50%	\$2,887.50
8th Grade Boys' Basketball Assistant Coach	7.10%	\$1,952.50
8th Grade Girls' Basketball Assistant Coach	7.10%	\$1,952.50
7th Grade Boys' Basketball Head Coach	10.50%	\$2,887.50
7th Grade Girls' Basketball Head Coach	10.50%	\$2,887.50
7th Grade Boys' Basketball Assistant Coach	7.10%	\$1,952.50
7th Grade Girls' Basketball Assistant Coach	7.10%	\$1,952.50
*MS Student Council	3.50%	\$962.50
*MS Science Fair/STEM Sponsor	4.00%	\$1,100.00
MS Vocal Music	9.00%	\$2,475.00
MS Speech/Drama/Debate	4.90%	\$1,347.50
*MS Yearbook	7.00%	\$1,925.00
MS Awards Program Coordinator	2.00%	\$550.00
MS Renaissance Sponsor	1.00%	\$275.00
MS Scholastic Coach –7 <sup>th</sup> /8 <sup>th</sup> grade	6.90%	\$1,897.50
MS Team Leader (7 @ each site)	1.5%	\$412.50
Department Chair	1.5%	\$412.50
MS Special Education Dept. Chair (minimum of 4)	3.00%	\$825.00

**MUSTANG HIGH SCHOOL**

<b><u>Position</u></b>	<b><u>% of Base</u></b>	<b><u>Amount</u></b>
HS Cheer Head Coach	11.80%	\$3,245.00
HS Pom Pon Head Coach	11.80%	\$3,245.00
HS Cheer/Pom Pon Assistant Coach	8.00%	\$2,200.00
HS Football Head Coach	45.00%	\$12,375.00
HS Football Assistant Coach	16.00%	\$4,400.00
HS Wrestling Head Coach	23.50%	\$6,462.50
HS Wrestling Assistant Coach	11.00%	\$3,025.00
HS Boys' Basketball Head Coach	28.00%	\$7,700.00
HS Girls' Basketball Head Coach	28.00%	\$7,700.00
HS Boys' Basketball Assistant Coach	12.50%	\$3,437.50
HS Girls' Basketball Assistant Coach	12.50%	\$3,437.50
HS Softball Head Coach	21.00%	\$5,775.00
HS Softball Assistant Coach	9.00%	\$2,475.00
HS Volleyball Head Coach	11.80%	\$3,245.00
HS Volleyball Assistant Coach	8.00%	\$2,200.00
HS Baseball Head Coach	21.00%	\$5,775.00
HS Baseball Assistant Coach	10.00%	\$2,750.00
HS Boys' Tennis Head Coach	9.50%	\$2,612.50
HS Girls' Tennis Head Coach	9.50%	\$2,612.50
HS Boys' Tennis Assistant Coach	5.10%	\$1,402.50
HS Girl's Tennis Assistant Coach	5.10%	\$1,402.50
HS Boys' Golf Head Coach	8.00%	\$2,200.00
HS Girls' Golf Head Coach	8.00%	\$2,200.00
HS Boys' Golf Assistant Coach	6.00%	\$1,650.00
HS Girls' Golf Assistant Coach	6.00%	\$1,650.00
HS Boys' Cross Country Head Coach	10.00%	\$2,750.00
HS Girls' Cross County Head Coach	10.00%	\$2,750.00
HS Boys' Cross Country Assistant Coach	5.70%	\$1,567.50
HS Girls' Cross County Assistant Coach	5.70%	\$1,567.50
HS Boys' Soccer Head Coach	13.00%	\$3,575.00
HS Girls' Soccer Head Coach	13.00%	\$3,575.00
HS Boys' Soccer Assistant Coach	8.00%	\$2,200.00
HS Girls' Soccer Assistant Coach	8.00%	\$2,200.00
HS Boys'/Girls' Soccer/Keeper Coach (120 hrs. maximum)	8.00%	\$2,200.00
HS Boys' Track Head Coach	13.00%	\$3,575.00
HS Girls' Track Head Coach	13.00%	\$3,575.00
HS Boys' Track Assistant Coach	8.00%	\$2,200.00
HS Girls' Track Assistant Coach	8.00%	\$2,200.00
HS Swim Head Coach	11.80%	\$3,245.00
HS Swim Assistant Coach	8.00%	\$2,200.00
*HS Student Council (maximum of 2)	5.50%	\$1,512.50
*HS Senior Sponsor (minimum of 3)	16.00%	\$4,400.00
*HS Junior Sponsor (minimum of 3)	16.00%	\$4,400.00

*STEM Sponsor	4.00%	\$1,100.00
HS Head Instrumental Music	23.50%	\$6,462.50
HS Assistant Instrumental Music	18.70%	\$5,142.50
HS Head Vocal Music	18.70%	\$5,142.50
HS Assistant Vocal Music	13.00%	\$3,575.00
HS Speech & Debate	11.80%	\$3,245.00
HS Drama	16.00%	\$4,400.00
*HS Yearbook	8.00%	\$2,200.00
*HS Honor Society	4.00%	\$1,100.00
HS Head Summer Band	7.80%	\$2,145.00
HS Assistant Summer Band	6.50%	\$1,787.50
HS Scholastic Coach	6.75%	\$1,856.25
HS Department Head – 4 (10 or more teachers in department)	5.50%	\$1,512.50

\*Indicates a total percentage for the entire program. The amount may be divided as needed by the administrator.

Section IV LEAVE  
PROVISIONS

## **Article Ia -Sick Leave**

Each teacher will be granted ten (10) days of sick leave at the beginning of each year. Unused sick leave shall accumulate up to one hundred twenty (120) days.

At the time of separation from Mustang Public Schools, each full time teacher who has completed 5-9 years will receive twenty-five (\$25.00) per day up to a maximum of one hundred (100) days for sick leave accumulated within the MPS District. Part time teachers (those teachers who work at least three (3) hours per day) who have completed 5-9 years will receive twelve dollars and fifty cents (\$12.50) per day up to a maximum of one hundred (100) days for accumulated sick leave at the time of separation from Mustang Public Schools.

At the time of separation from Mustang Public Schools, each full time teacher who has completed 10 or more years will receive fifty dollars (\$50.00) per day up to a maximum of one hundred (100) days for sick leave accumulated within the MPS District. Part time teachers (those teachers who work at least three (3) hours per day) who have completed 10 or more years will receive twenty-five dollars (\$25.00) per day up to a maximum of one hundred (100) days for accumulated sick leave at the time of separation from Mustang Public Schools.

Sick leave may be used for bereavement, personal accidental injury, illness, pregnancy or accidental injury or illness of the teacher's immediate family. In addition to the uses listed above, a teacher who adopts a child during the school year shall be allowed to use up to thirty (30) days of his/her accumulated sick leave to stay home with that child provided his/her doctor advises the school in writing that it is in the best interest of the physical and/or emotional health of the mother and/or child that the parent stay home with the child during this time. After three (3) consecutive sick days have been taken a doctor's note/documentation may be requested by Human Resources. After eleven (11) annual sick days, doctor's note/documentation may be requested by Human Resources.

If, after exhausting all sick leave, a teacher is absent from his/her duties due to personal accidental injury, illness or pregnancy, the cost of a certified 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 may request five (5) days maximum leave without pay or a leave of absence. When the teacher returns, the teacher shall be restored to a like position or to a position of like seniority, status and pay.

When a teacher is placed on an unpaid leave of absence due to illness, provisions shall be made whereby the teacher can arrange payment for professional organization dues and insurance programs if there is no conflict with the provisions of the insurance policy.

If a teacher wishes to change his/her absence form after it has been received and recorded by the Central Administration Office, the teacher must notify his/her building Principal within two (2) weeks after the teacher has received his/her copy of the absence form. All absences will stand as recorded after the two (2) week period has passed.

The Mustang Public Schools will grant up to 120 days of earned sick leave to any employee retiring from the system provided that they meet all guidelines established by the Teachers Retirement System, and that this statement shall not be construed as an increase in the current sick leave policy. In no way may these days be used as sick leave.

No leave will be granted to teachers for any activity that provides monetary compensation.

### **Article 1b – Sick Leave Bank**

A sick leave bank shall be established in accordance with state law for certified employees of Mustang Public Schools who choose to participate.

The Board of Education contributed fifty (50) days to the bank for start-up purposes. Each certified employee who chooses to participate in the sick leave bank shall contribute one day of sick leave each year at the beginning of the school year or within thirty (30) days of initial employment if initial employment begins after the beginning of the school year. Days contributed shall be deducted from that employee's accumulated sick leave.

Supervision of the sick leave bank shall be by a committee composed of one administrator appointed by the Superintendent and two contributing teachers appointed by the association. Records for the sick leave bank will be kept in the District Administration office.

Contributing certified employees may request days from the sick leave bank after they have exhausted all their individual sick leave accumulation. 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 leave is to be taken. Unless the employee is stricken with debilitating emergency, retroactive days WILL NOT be granted. The supervision 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) days per year for each year the teacher has participated in the sick leave bank. The supervision committee shall then notify the requesting teacher in writing of its decision. A copy of the notification shall be forwarded to the office where sick leave bank records are to be kept. If a teacher is denied days from the sick leave bank he or she may appeal the supervision committee's decision to an appeals committee composed of the members of the supervision committee and one additional administrator appointed by the Superintendent and two additional teachers appointed by the Association. The decision of the appeals committee is not grievable.

Information concerning bank usage and balance shall be provided to the Association on an annual basis.

No leave will be granted to teachers for any activity that provides monetary compensation.

### **Article 1c – Sick Leave Sharing**

If an employee has exhausted or will exhaust all leave otherwise provided and is absent due to an extraordinary or severe injury, illness, impairment or physical or mental condition of the employee, pregnant or recovering from childbirth, a relative or household member, documented by a physician, and the condition has caused or is likely to cause the employee to take leave without pay or to terminate employment, the employee may request the use of leave days to be donated by another employee.

Relative means a spouse, child, stepchild, grandchild, grandparent, stepparent or parent.

Household member means one who resides in the same home as the employee and who shares a duty to provide financial support with the employee.

- A. An employee requesting donated days must first provide the Human Resources Department with a Request for Donated Leave Form, statement of need indicating why donated leave is needed, a HIPAA (Health Insurance Portability and Accountability Act) release of information form and a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.

In the event that all available leave including; sick, sick bank, personal, vacation, compensation time, excessive/extended leave and donated leave have been exhausted the employee will be placed on an automatic sick leave of absence without pay for the remainder of the school year. At that time they will no longer be eligible for leave sharing.

An employee may obtain up to 60 days of shared leave per school year. The Superintendent, Deputy Superintendent or their designee may grant an extension beyond the 60 day limit in extenuating circumstances.

Employees desiring to donate days shall complete a written authorization transferring days to the ill employee.

Employees may donate any amount of leave which does not cause the donating employee's accumulated leave balance to fall below the yearly amount afforded to them per the negotiated agreements or support handbook.

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

- B. The employee receiving donated days is to receive his or her normal rate of pay.
- C. Shared leave usage records shall be maintained separately from regular or sick bank leave records.
- D. Any donated leave which is not used shall be returned to the donating employee(s) on a prorated basis. Sick Bank days may not be donated.
- E. All donations are anonymous; the recipient cannot be told who gives them sick days.
- F. Participation in this policy is strictly voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purpose of this policy.
- G. The board of Education delegates initial decision making authority pursuant to 70 Okla. Stat Section 6-104 (C) (1) to
- H. The Superintendent or their designee as the determining body as to whether the employee meets the criteria above and has previously abided by District leave policy. The Superintendent, acting as Board designee, will make the decision which may be appealed to the Board.

## **Article II - Personal Business leave**

The Board shall grant three (3) days personal business leave to each teacher each year, without loss of pay. Personal business leave is exclusive of, and in addition to, the regular allowance for sick leave, and is non-cumulative except as noted below. A teacher desiring to use personal business leave shall give written notification to his/her immediate supervisor at least twenty-four (24) hours prior to taking the leave. In case of emergency, the teacher taking the leave shall notify his/her immediate supervisor as soon as possible and then file a written notice within twenty-four (24) hours after the teacher returns to work.

At the end of each school year, the certified employee shall have the option to receive reimbursement for personal business leave days not used that year at the rate of twenty-five (\$25) dollars per day, or to convert unused personal business leave days to accumulated sick leave. A teacher with ten (10) or more continuous years' experience in MPS will be allowed to carry over one (1) day of personal business leave into the succeeding school year. A teacher with fifteen (15) or more continuous years' experience in MPS will be allowed to carry over two (2) days of personal leave into the succeeding school year.

No leave will be granted to teachers for any activity that provides monetary compensation.

### **Article III-Leave of Absence**

After having been employed for one (1) year on a continuing contract, a teacher may upon application and approval thereof, be granted a leave of absence without pay. All leaves of absence, but those excepted by law, shall be for one (1) semester or one (1) contractual year or for the remainder of the semester or contractual year if the semester or year has begun. Reinstatement may be approved during that time period if the services of the teacher are needed. A one (1) year extension of a leave of absence may be granted upon request.

Requests for a semester or year leave of absence and for an extension of a leave of absence must be filed with the Superintendent on or before October 1st or April 1st before the semester or year for which the leave is requested. Requests for emergency leave of absence may be made at any time. The Board of Education will base its decision to grant or deny the leave of absence on: (1) benefit to the teacher (2) benefit to the school district, (3) availability of replacement teachers willing to sign duration of need contract, and (4) validity of the emergency in cases where emergency leaves of absence are requested.

Written notification of return from leave of absence shall be filed with the Superintendent on or before October 1<sup>st</sup> and April 1<sup>st</sup> prior to the beginning of the semester or year in which the teacher wishes to return. Any teacher who fails to file a written notification of return terminates his/her affiliation with the Board of Education at the expiration of his/her leave of absence. Teachers returning from a leave of absence shall be assigned to the school and/or department from which his/her leave of absence was granted, if an appropriate vacancy exists.

Teachers returning from a leave of absence will be reinstated at the same status of tenure and the same position on the salary scale that he/she qualified for at the time the leave began. While a teacher is on a leave of absence without pay, sick leave allowances shall not accrue, accumulated sick leave shall not diminish, salary increments of years of teaching experience will not increase, except in those cases involving military leave and/or teaching assignments that qualify as teaching experience according to the regulations of the Oklahoma State Department of Education. Provisions will be made whereby the teacher on leave of absence can arrange payment for professional organization dues and insurance programs as long as there is no conflict with the provisions of the insurance policy. Leave(s) of absence will not be granted to teachers who request the leave in order to participating an i n f u l employment. Additional years of leave of absence may be requested by teachers who are elected to a statewide office so he/she can complete the term of office.

No leave will be granted to teachers for any activity that provides monetary compensation.

### **Article IV – Emergency School Closing**

When in the opinion of the Superintendent it is advisable to close the Mustang 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, teachers shall not be required to make up nor lose pay or leave as a result.

### **Article V – Legal Leave**

Teachers who are employed by Mustang Public Schools shall be granted leave for jury duty or for service as a witness subpoenaed in a criminal, civil or juvenile proceeding and the Board shall pay the teacher during such service the full contract salary. To receive compensation for these duties, the employee must provide documentation of the services.



**Article VI - Military Leave**

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

**Article VII – Leave Without Pay**

Certified teachers in Mustang Schools may, upon approval of the Superintendent, his/her designee and/or the Board, be granted up to five (5) days leave without pay per year. Except in cases of emergency, request for said leave shall be made at least thirty (30) day prior to the time the leave is to be taken. Leave without pay is calculated on salary schedule, divided by the number of working days in the calendar year, where the teacher falls on the salary schedule.

**Article VIII – Bereavement Leave**

Each certified teacher will be granted up to six (6) days per year for bereavement leave for immediate family. However, two (2) of the six (6) days may be granted for a person not in the immediate family.

**Article IX – Attendance Incentive**

Teachers who are not absent from school other than for jury duty, bereavement leave, approved professional development and association leave shall receive an attendance stipend according to the following schedule. This stipend shall be prorated for those teachers who are employed after the first day of the contract year. No stipend shall be paid for those teachers who are not employed with MPS the last day of the contract year, teachers who are not covered under the certified negotiated compensation schedule and teachers who serve a dual role as a teacher and a national officer of a professional organization.

Upon prior approval by administration, any absences due to professional development not funded by the district will be deducted from the teacher's leave balance, and upon proof of completion of the activity, shall not be counted against the teacher on the calculation of Leave Incentive Pay.

This policy will be applied in accordance with any existing state or federal laws.

- 0 days missed: \$500.00
- 1 day missed: \$400.00
- 2 days missed: \$300.00
- 3 days missed: \$200.00
- 4 days missed: \$100.00

SECTION V  
ASSOCIATION RIGHTS AND PRIVILEGES

### **Article I - Association leave**

The Board shall grant seven (7) days leave to the Association to send its representatives to local, state, or national conferences, meetings, or workshops, or to conduct other business pertinent to Association affairs. In addition to the seven (7) days granted to the Association by the Board of Education, upon request and approval by the Superintendent, or his/her designee, the Board shall grant the Association an additional four (4) days of leave for the aforementioned reasons. Representatives of the Association shall be excused from their normal duties, without loss of pay. A written request for such leave shall be submitted to the Superintendent. Eleven (11) additional days will be granted to the Association provided the Association pays for the cost of the substitute.

### **Article II – Availability of Information**

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

### **Article III – Use of Facilities for Meetings**

The Association may be allowed to use the school buildings for general membership meetings when the following provisions are met:

- The President of the Association or his/her designee shall file a written request with the building principal. Such request will include date, time, place, and a brief description of the activity to be conducted.
- Upon determining that the granting of said request and conducting of the activity will not interfere with or interrupt school operations, the building principal will recommend approval or denial of the request to the Board of Education. The Board of Education will then make the final decision in the matter.
- Small group or committee meetings shall be excluded from the above requirements. However, verbal or written notice to the building principal or his/her designee shall be required.
- When special custodial services are required, the Board may make a reasonable charge for such services.

### **Article IV- Bulletin Boards**

The Association will be allowed to use bulletin board space in each teachers' lounge for posting of material, providing said material has been approved by the Superintendent, or his/her designee, prior to the posting.

### **Article V- Mailboxes**

The Association will be allowed to place information in the schools' mailboxes after said information has been approved by the Superintendent, or his/her designee. E-mail shall be available between the MEA President, MEA Officers and the MEA Building Representatives.

SECTION VI  
GRIEVANCE PROCEDURE

## **Article I - Grievance Procedure**

- I. Definitions:
  - A. A grievance is a complaint that there has been a violation, misinterpretation or misapplication of the provisions of this agreement.
  - B. The term "grievant" shall mean the person or persons making the complaint.
  - C. The term "days" shall mean working days of the teacher. Outside of the contract year of the teacher "days" shall mean the working days of the supervisor involved at the level that the grievance is being processed.
  - D. Parties in interest: A party in interest is the person or persons making the complaint, any person required to take action on the complaint or any person against whom any action might be taken to resolve the complaint.
  
- II. Procedure for Filing a Grievance
  - A. Informal Resolution
    1. A teacher with a grievance may first discuss it individually with the immediate supervisor within fifteen (15) days of the alleged violation, indicating the article and section alleged to be violated, with the objective of resolving the matter informally. No written record will be made. At the request of the teacher a representative of the Association may be present at the informal resolution meeting.
    2. Any teacher who does not wish to utilize the informal resolution procedure or whose grievance was not resolved in the informal discussion may file a written grievance with his or her immediate supervisor within fifteen (15) days of the alleged violation or within fifteen (15) days after the informal discussion of the alleged violation.
  - B. Formal Resolution
    1. Level I
      - a. The grievant shall submit a written grievance to his/her immediate supervisor within fifteen (15) days of the alleged violations with the citation of the specific article section and paragraph of this agreement alleged to have been violated and the specific remedy sought.
      - b. The immediate supervisor shall schedule and hold a meeting within five (5) days after receipt of the written grievance. Persons present at this meeting will be the grievant, and if the grievant so desires, a representative of his/her own choosing, and the immediate supervisor, and if the immediate supervisor so desires, a person of his/her own choosing.
      - c. The immediate supervisor will transmit his/her written decision with written reason within five (5) days after the Level I meeting to the grievant.
    2. Level II
      - a. If the grievant is not satisfied with the Level I decision, he/she may submit a written appeal of the grievance to the Superintendent within five (5) days after receipt of the Level I decision. A copy of the original grievance and the Level I response shall be filed with the appeal.
      - b. The Superintendent, or his/her designees, who shall act as a Hearing Officer, shall schedule and hold a hearing within five (5) days after the receipt of the appeal. Persons present at this hearing shall be the grievant, a representative of his/her own choosing, and witnesses.

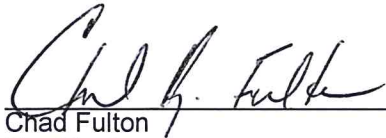
1. The Superintendent, or his/her designees, shall be free to admit any testimony, evidence, or exhibits deemed relevant or to exclude same in order to build as complete a record as necessary before rendering a decision.
  2. The Superintendent, or his/her designee, shall limit his/her decision to the facts as presented by the parties in interest and the impact on, or conflict with 6th agreement.
  3. Within five (5) days after the hearing, the Superintendent or his/her designee, shall transmit his/her decision in writing with written reasons therefore to the grievant, and the grievant's immediate supervisor.
3. Level III
- a. If the grievant is not satisfied with the decision rendered at Level II, he/she may submit a written appeal to the Board of Education within five (5) days after the receipt of the Level II decision. The written appeal shall be a specific statement of the basis for the appeal. A copy of the appeal shall be submitted to the person who acted as Hearing Officer at the Level II Hearing.
    - 1) Within five (5) days after submitting the written appeal, the grievant and the hearing officer of the Level II appeal shall each submit to the Board a narrative together with copies of any exhibits or documents introduced at the Level II Hearing. Each party shall furnish the other party copies of all materials furnished to the Board as soon as they are available
  - b. The Board of Education shall set a Level III Hearing on the Agenda of a regular scheduled Board Meeting or may schedule a special meeting for the purpose of hearing the appeal if a regular meeting is not scheduled to be held within a reasonable time after the receipt of the appeal and supporting material. Person present at the hearing will be the grievant and if the grievant so desires, a representation of his/her own choosing and witnesses for the grievant, the grievant's immediate supervisor, and a representative of his/her own choosing.
    - 1) If the Association's not the representative of the grievant, the Association representative shall have the right to be present at the hearing and shall be permitted to present the Association's views with respect to the grievance prior to the conclusion of the hearing.
    - 2) At the conclusion of the hearing, the Board shall give its decision by vote of the members present and shall transmit its decision in writing to the grievant, the immediate Supervisor, and the Association within five (5) days.

### III. General Provisions

- A. The Association shall establish a Professional Rights and Responsibilities Committee which shall be broadly representative and shall serve as the Association's Grievance Committee.
- B. If meetings and hearing involving the grievance procedure are held during teacher's regular hours of assignment, all persons who are eligible to participate in the meeting or hearing will be released from his/her duties for that time and will not suffer loss of time or pay.
- C. The Association may file and/or process grievances only on those items that deal directly with the Association as an organization and not on those items that deal with the individual teacher.
- D. No reprisals of any kind will be taken by any party in interest because of his/her Participation in any grievance procedure.

- E. If the time limits are not met, the grievant shall have the right to appeal the complaint to the next level.
- F. Nothing in this contract shall prohibit the Association from meeting informally with the administration concerning a potentially grievable situation.

This contract is entered into this: August 14, 2017 by:



Chad Fulton  
President  
Mustang Board of Education



Mark Webb  
President  
Mustang Education Association

# **PROCEDURAL AGREEMENT**

**FOR**

## **NEGOTIATIONS**

**BETWEEN THE MUSTANG BOARD OF EDUCATION**

**And the**

**MUSTANG EDUCATION ASSOCIATION**

Adopted June 6, 1983  
Revised August 28, 2000  
Revised August 20, 2001



The Mustang Board of Education, hereinafter referred to as the "Board," and the Mustang Education Association, hereinafter referred to as the "Association," hereby enter into the following agreement regarding negotiations.

- I. Recognition: The Board recognizes the Association as the exclusive bargaining representative of all professional educators under regular contract and temporary teacher contract with Mustang Public Schools, excluding all administrative or supervisory personnel.
- II. Right to Join or not to Join: All professional educators under regular contract or temporary teacher contract with Mustang Public Schools have the right to join, participate in and assist the Association and the right to refrain from such activities.
- III. Scope of Bargaining: The Board agrees to bargain in good faith on wages, hours, fringe benefits and other terms and conditions of employment. If either party objects to the other's contract proposals, the objecting party must support its objections with rationale. There will be no bargaining of inherent managerial rights. Neither the Board nor the Association will purposefully use the above statements of "Scope of Bargaining" to expand on or circumvent negotiations on mandatory bargaining issues.
- IV. Negotiations Teams: The Board and the Association shall each designate a mutually acceptable number of representatives to meet for the purposes of negotiations. All negotiations shall take place exclusively between the designated representatives of the parties. Negotiations shall be conducted in closed sessions. The representatives of 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 he/she give to the head negotiator of the other team a written copy of the information to be released.
- V. 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 negotiation session is defined as that time from presentation of proposals through ratification of a negotiations agreement. The initial meeting shall be within thirty (30) calendar days of the date of the written request. Any written request for a negotiation session must be made on or before June 1 of each year a negotiation session is to be held. If either party makes a written request for a negotiations session on or before December 15, the initial meeting shall be within ninety (90) calendar days.
- VI. Negotiations Procedure: All Board proposals and all Association proposals will be presented at the first negotiations meeting. Negotiation meetings will be held at times and places mutually acceptable to both parties. During meetings, each party is free to caucus at any time. The head negotiator for each team will be the chief spokesperson for a specific meeting. By mutual agreement at the table, any team member may speak to an issue. All designated team members are expected to be present all of any meeting they attend, unless exceptions are agreed upon by both parties. Other meetings ground rules shall be set by agreement of the team members.
- VII. Right to Consultants: Each party will have the right to the services of consultants. Consultants may not be in the meeting room, but may remain in an area adjacent to the meeting room during negotiation meetings.
- VIII. 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 that have received tentative agreement cannot be reconsidered, unless mutually agreed upon by both teams or unless the Board and the Association fail to ratify the agreement.
- IX. Final Agreements: Tentative agreements become final agreements and thus a part of the contract upon ratification by the Board and the Association.
- X. Resolving Differences:

- A. Impasse: If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time, either party may declare impasse.
- B. Mediation: Upon reaching impasse all items not tentatively agreed to shall 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. In the event that the parties are unable to agree on a mediator, the mediator shall be provided by the Federal Mediation and Conciliation Services. The cost of the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.
- C. Fact-Finding; if mediation fails to bring about total agreement, all items remaining at impasse shall be referred to a three-member fact-finding committee. Said committee shall consist of:
1. One member selected by the representatives of the Association within five (5) days after it has been determined that mediation has failed to bring about agreement on all items at impasse.
  2. One member selected by the Board of Education within five (5) days after it has been determined that mediation has failed to bring about agreement on all items at impasse.
  3. The third member shall be selected by mutual agreement of both parties from a list of five (5) potential fact-finders provided by the State Superintendent of Public Instruction. This member shall serve as chairperson of the committee.

Within five (5) days after the selection of the chairman, the representatives who have been negotiating for the Board and for the Association shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairman and other members of the committee.

The chairman shall convene the committee for fact-finding. This committee shall meet with representatives of both parties. Within twenty (20) days after the chairman is selected, the committee shall present written recommendations to the Board and to the Association.

If either party decides it must reject one or more of the committee's recommendations, said party must within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and for the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the representatives shall exchange written statements expressing each parties 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 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 Board of Education shall forward to the state Superintendent of Public Instruction in writing its final disposition of the negotiations impasse within thirty (3) days of the effective date of implementation.

The procedure provided for herein for resolving impasses shall be the exclusive recourse of the Association. It shall be illegal for the Association to strike or threaten to strike as a means of resolving differences with the Board of Education. Any member of the Association engaging in a strike shall be denied the full amount of his wages during the period of such violation. If the Association or its members engage in a strike, then the Association shall cease to be recognized as representative of the unit and the School District shall be relieved of the duty to negotiate with the Association or its representatives.

The cost of the services of the fact-finding, including per diem expenses, if any, an actual and necessary travel expenses, shall be shared equally by the Board and the Association. The Association and Board will each be responsible for the expenses of its member on the fact-finding committee.

Time limits set forth herein may be extended by mutual agreement of the parties.

- XI. Time Limits: Time limits set forth herein may be extended by mutual agreement of the parties.
- XII. Saving Clause: Should any part of this agreement be declared invalid by statute or a court of final jurisdiction, said part shall be automatically deleted from the agreement to the extent that it violated 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(s). Upon receipt of notification of the final court action, the Board and the Association shall commence negotiations within thirty (30) days for the purpose of arriving at a legally permissible replacement for the deleted part.
- XIII. 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 calendar year and shall be renewed automatically without modification, unless either party shall request an amendment. However, by mutual agreement of the Board and the Association the duration of the procedural agreement may be for a length of time other than one calendar year.



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Chad Fulton  
President of Board of Education



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Mark Webb  
President of MEA