

***NEGOTIATED AGREEMENT***

***2018-2019***

**Between**

**BOONE-APACHE PUBLIC SCHOOL  
1056**

**and**

**BOONE-APACHE EDUCATION  
ASSOCIATION**

## TABLE OF CONTENTS

### ARTICLE I - BASIC PROVISIONS

#### SECTION

1.1: DEFINITIONS .....	2
1.2: COMPLIANCE WITH LAWS	3
1.3: RESERVATION OF POWERS AND PROVISION OF LAW CLAUSE	3
1.4: TERM OF AGREEMENT	3
1.5: EXTENT AND EFFECT OF AGREEMENT	3
1.6: INFORMATION COPIES ATTACHED TO AGREEMENT	3

### ARTICLE II - ORGANIZATIONAL PROVISIONS

#### SECTION

2.1: SCHOOL CALENDAR	4
2.2: ASSOCIATION MEETINGS	4
2.3: ASSOCIATION LEAVE	4
2.4: CLASS MEETING	4
2.5: STUDENT ACTIVITY MEETINGS	5
2.6: DUTY-FREE LUNCH PERIOD	5
2.7: ASSIGNMENT OF TEACHERS	5
2.8: EQUIPMENT AND FURNITURE	6
2.9: USE OF SCHOOL VEHICLES	6
2.10: PREPARATIONS PERIODS	6
2.11: SUBSTITUTE TEACHERS	6
2.12: ASSOCIATION RIGHTS	7
2.13: POSTING OF CERTIFIED POSITION	7

### ARTICLE III - PROCEDURAL PROVISIONS

#### SECTION

3.1: GRIEVANCE PROCEDURE	7-8
3.2: REDUCTION IN FORCE PROCEDURES	8-9
3.3: FREEDOM TO EXERCISE RIGHTS AND RIGHT TO GRIEVE DISCRIMINATION.....	9
3.4: COMPLAINTS AGAINST TEACHERS	10

### ARTICLE IV - COMPENSATION AND BENEFITS PROVISIONS

#### SECTION

4.1: LEAVE	10-13
4.2: PAY PERIODS	13
4.3: COMPENSATION AND BENEFITS	14-15
4.4: EXTRA-DUTY ASSIGNMENTS AND COMPENSATION	15-17
4.5: TRAVEL EXPENSES	17
4.6: EVALUATION	
PROCEDURE.....	17
STANDARDS OF PERFORMANCE AND CONDUCT OF TEACHER.....	18-

20

### ARTICLE V – RATIFICATION AND ACCEPTANCE

#### SECTION

5.1: RATIFICATION	21-22
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### TEACHER GRIEVANCE FORMS

STAGE I	23
STAGE II	24-25
STAGE III	26-27
STAGE IV	28
PROCEDURAL AGREEMENT FOR NEGOTIATIONS	29-32

# **ARTICLE I**

## **BASIC PROVISIONS**

### **SECTION 1.1: DEFINITIONS ARTICLE I SUPERSEDES ANY OTHER DEFINITION THROUGHOUT THIS AGREEMENT**

1.1.1. "Association" shall mean the Boone-Apache Education Association, an unincorporated association which has been elected to be and is recognized as the employee organization to represent the members of the Bargain Unit.

1.1.2. "Association Representatives" shall mean the officers of the Association.

1.1.3. "Board" shall mean the Board of Education of the District.

1.1.4. "Bargaining Unit" shall mean all of District's employees who are required by the position in which they are employed to be licensed or certified as teachers or entry year teachers as those terms are currently defined by Title 70, Oklahoma Statutes, Section 1-116 and who do not hold supervisory authority with respect to other teachers employed by District.

1.1.5. "Building Representatives" shall mean a representative elected by the members of the Bargaining Unit at each building level.

1.1.6. "Days" shall have the following specific meanings when modified with the following adjectives:

1.1.7. "Administrative Days" shall mean days that the District's administrative offices are officially open.

1.1.8. "Calendar Days" shall mean days set forth on the calendar including weekends and holidays.

1.1.9. "School Days" shall mean days the teachers are required to be at school, which includes class days and professional days.

1.1.10. "District" shall mean Independent School District No. 56 of Caddo County, Oklahoma, also known as the Boone-Apache Public Schools.

1.1.11. "Grievance Committee" shall mean the representatives designated by the Association to assist with processing grievances.

1.1.12. "Superintendent" shall mean the District's Superintendent of Schools appointed by the Board.

1.1.13. "Teacher" shall mean a member of the Bargaining Unit.

1.1.14. "Immediate family" is defined as husband, wife, son, daughter, mother, father, brother, sister, grandparent, grandchild, and corresponding relatives by affinity, or

a person residing in the same household, under the care and supervision of the teacher, or designated next of kin.

1.1.15. "Extra duty" is the term used to delineate sponsors and coaches as those providing instruction, supervision, and/or the opportunity for participation in activities which take them outside of regular school hours where-by they receive compensation.

1.1.16 "Principal" shall mean the administration supervisor of personnel and building of designated district sites appointed by the District Board of Education.

## **SECTION 1.2: COMPLIANCE WITH LAWS**

1.2.1. The parties agree to comply with the provisions of any federal or state laws or regulations which are incorporated in this agreement by reference. The terms of this agreement shall be interpreted by the laws of the State of Oklahoma.

## **SECTION 1.3: RESERVATION OF POWERS AND PROVISION OF LAW CLAUSE**

1.3.1. The Board is elected by the qualified electors of the School District as the governing body of the School District and as such, possesses all powers enumerated and/or delegated by the Oklahoma Constitution and the Laws of the State of Oklahoma, together with the duties imposes thereby. Except as otherwise provided in this agreement, the Board has the sole Accordingly, if any provisions herein or applications of said provisions herein shall be permitted by law and that all other provisions or applications of this agreement shall continue in full force.

## **SECTION 1.4: TERM OF AGREEMENT**

1.4.1. The term of this agreement shall commence retroactively on July 1, 2018, provided that if a different effective date is provided for a specific provision of this agreement such different effective date shall apply to that specific provision only. The term of this agreement shall terminate on June 30, 2019.

1.4.2. Notwithstanding the termination of this agreement on June 30, 2019, the parties agree that the nonmonetary provisions of this agreement shall be recognized by the parties as the status quo until negotiations for the 2019-2020 school year have ended.

## **SECTION 1.5: EXTENT AND EFFECT OF AGREEMENT**

1.5.1. This agreement shall constitute the full and complete agreement between both parties and may only be altered, changed, added to, deleted from, or modified through the voluntary, mutual consent of the parties in written and signed amendment to this agreement during the time period after negotiations for the current contract year have concluded but prior to the beginning of negotiations for the next contract year. Any individual contract between the Board and an individual teacher for the school year shall be subject to and consistent with the terms and conditions of the agreement. If an individual contract contains any language inconsistent with this agreement, this agreement shall be controlling. This agreement shall supersede any rules, policies, regulations or practices of the District Board and the Administration which are contrary to or inconsistent with its terms and conditions.

## **SECTION 1.6: INFORMATION COPIES ATTACHED TO AGREEMENT**

1.6.1. This Agreement when fully ratified and executed by the parties shall be copied and distributed to the members of the bargaining unit by the district. At the same time, the District shall provide each member of the bargaining unit with copies of the Procedural Duty Contract, and Teacher Contract.

## **ARTICLE II**

### **ORGANIZATIONAL PROVISIONS**

#### **SECTION 2.1: SCHOOL CALENDAR**

2.1.1. The Board shall adopt a school calendar for each school year prior to June 1 of the school year which precedes it.

2.1.2. The calendar shall be approved by the Board of Education each spring for the following year. The Board shall approve a 180 day calendar or a calendar based on 1080 hours. Certified staff will be given a calendar stating the start date, end date, in-service days, and days off prior to the school year beginning. Total contract shall never exceed 180 days.

2.1.3. The in-service days shall be scheduled by the Superintendent after consulting with the District's Staff Development Committee.

2.1.4. The Association may submit proposals, considerations, and lists of future events to the Superintendent for consideration in development of the School Calendar, such information to be submitted prior to April 1 of the school year preceding.

2.1.5. The period of time during which members of the bargaining unit shall be scheduled to regularly be at their work site during a school day shall not exceed seven hours and forty-five minutes, excluding an occasional necessary faculty meeting.

2.1.6. When determining how to make up inclement weather days, Superintendent will consult with association President and Building representatives.

#### **SECTION 2.2: ASSOCIATION MEETINGS**

2.2.1. The Association will not conduct meetings of its Board of Directors and membership during the school day, except when such meetings are provided for in professional day schedules. The Association may use school facilities for its membership meetings before and after school provided that the facility has not been previously scheduled for use.

#### **SECTION 2.3: ASSOCIATION LEAVE**

2.3.1. Officers and representatives of the Association shall be entitled to take paid leave from assigned duties to conduct official Association business; provided that the

Superintendent shall be given 48 hours' advance written notice of such leave and no more than six days of absence of one half day or less shall be counted as a half day of Association leave. Any such absence of more than a half day shall be counted as a whole day of Association leave.

#### **SECTION 2.4: CLASS MEETINGS**

2.4.1. Class meetings for students shall be scheduled by the high school principal. Such meetings

shall be scheduled one week in advance when practicable. Teachers affected by such meetings shall be notified of the meetings when scheduled.

#### **SECTION 2.5: STUDENT ACTIVITY MEETINGS**

2.5.1. To the extent practicable, no more than one meeting of a student activity should be scheduled during class time in any calendar month in which classes are held.

2.5.2. To the extent practicable, each building principal shall designate no more than one day in any such calendar month which such meetings are to be held.

2.5.3 . This program is not a requirement to schedule any student activity during class time and an interruption of classes by student activities should be avoided.

#### **SECTION 2.6: DUTY-FREE LUNCH PERIOD**

2.6.1. Each teacher shall have a thirty (30) minute, duty-free lunch period. If, a certified teacher chooses to do noon recess duty, they will receive compensation at the rate of \$10.00 per day. This does not constitute no duty at lunch, whether cafeteria or playground. Compensation not to exceed as follows, per building site:

Apache High School	2 at \$10.00 per day = \$20.00 per day
Apache Elementary School 5	at \$10.00 per day = \$50.00 per day
Apache Middle School	2 at \$10.00 per day = \$20.00 per day

#### **SECTION 2.7: ASSIGNMENT OF TEACHERS**

2.7.1. Teachers shall not be assigned outside of the scope of their teaching certificates and endorsements thereon, except as is authorized by law.

2.7.2. Teachers shall be given written notice of their tentative schedules for the school year on or before May 15th. In the event that changes are required to be made to any such tentative schedules, the teachers affected by such changes and the Association shall be notified immediately of such changes.

2.7.3. If a teacher is requested by the Board to obtain college credits necessary to qualify for a specific certification and/or endorsement for which the Board desires the teacher to obtain for the benefit and convenience of the District's staffing, the teacher shall be reimbursed for the expense of tuition, textbooks and supplies incurred by the teacher. This provision does not apply to staff development requirements. Such expense must be approved by specific action of the Board of Education prior to teacher's enrollment.

2.7.4. Any assignments not relating to regular teaching and staff duties, such as teaching adult education and summer school courses, gate duty at athletic events, and performing the extra duty assignments provided for in this agreement shall not be

obligatory but shall be assigned with the consent of the teacher; provided that this provision shall not apply to any teacher hired specifically to perform such duties. Any certified teacher volunteering for gate duty at an athletic event will receive 4 tickets for free admittance to one home game. This shall not pertain to staff members who are hired to perform a specific duty which requires instructional time during school as part of their teaching schedule. Refusal to sign an extra duty contract relating to the teaching schedule when the assignment is within that teacher's certification would result in a one-seventh (1/7) reduction in salary. This would be a reduction for each period of the schedule that the teacher refused to contract for during the school year. Extra duty contracts end on completion of the term of that extra duty. Extra duty assignments are not continuing contracts. Extra duty assignments are subject to change and will be tentatively set as based on the needs of the district by the first week of the school year.

2.7.5. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building in a teaching position for which they are qualified may file a written statement of such desire with the Superintendent, their principal and the principal of the school to which they desire a transfer, if applicable. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the schools which the teacher desires to be transferred, in order of preference. If it becomes necessary to transfer a teacher to another building site and/or to reassign a teacher to a different teaching position, the teacher shall be notified of the action and, upon the teacher's request, shall be entitled to meet with the teacher's principal and/or the superintendent to discuss the action.

## **SECTION 2.8: EQUIPMENT AND FURNITURE**

2.8.1. No teacher shall remove any furniture or equipment from any other teacher's classroom without the prior direction of that teacher's principal. Except in the case of an emergency, the principals shall notify a teacher with as much advance notice as practicable when any furniture or equipment is to be removed from the teacher's classroom and of the basis for such removal. Any items purchased by District funds are the property of the District.

2.8.2. Teachers, who bring to their school building, equipment, furniture, textbooks, or instructional materials purchased with their personal funds and for which they have not obtained and will not seek reimbursement from the District, shall identify them as personal items on the inventory of the teacher's classroom.

## **SECTION 2.9: USE OF SCHOOL VEHICLES**

2.9.1. The District's vehicles may be used by teachers for student activities and classes on an availability basis. Mileage will not be reimbursed to an individual if a school vehicle is available or unless prior arrangements have been made with the Superintendent. The superintendent shall establish a procedure by which teachers may request and schedule such vehicles for such purposes. If no school vehicle is available and a personal vehicle is driven, the mileage will be paid at an annual negotiated rate that reflects a fair and appropriate compensation based on current state rates. Mileage, for school year 2018-2019, will be reimbursed at a rate of \$.45.

## **SECTION 2.10: PREPARATION PERIODS**

2.10.1. The building principals shall schedule one class period per school day for each teacher to be used solely for classroom preparation. The building principals are not

required to schedule preparation periods for librarians and counselors. Teachers shall not leave the school building during their preparation periods without permission of their building principal. A teacher assigned to substitute in a class other than their own during the teacher's preparation period shall be compensated one-seventh (1/7) of sick leave.

2.10.2. Paragraph 2.12.1 shall not preclude the Superintendent from entering into an agreement with an individual teacher to perform duties on an extended basis for additional compensation when scheduling needs of the district require such assignment. In such event, the teacher assigned to a full-time schedule of classes without a preparation period shall be paid an additional one-seventh (1/7) of base salary.

## **SECTION 2.11: SUBSTITUTE TEACHERS**

2.11.1. The District will attempt to provide a substitute when teacher is absent from the classroom. If a substitute has not been obtained after a reasonable effort, other arrangements may be made to provide for adequate supervision and instruction of the teacher's students.

## **SECTION 2.12: ASSOCIATION RIGHTS**

2.12.1. The Board Clerk shall make available to the Association a copy of the official agenda and board packet for each board meeting on the same day such copies are made available to the Board, provided that confidential communications shall not be provided with Board packet materials. The President of the Association shall be notified of the dates of special board meetings as soon as; such dates are determined.

2.12.2. The Board Clerk shall make available to the Association copies of the minutes of each board meeting at the same time such copies are made available to the Board.

2.12.3. In accordance with the procedures set forth in District policy, the Association may request to be listed on the agenda of regular meetings to address the Board of Education for the purpose of providing information on matters of concern; provided that, during negotiations, matters which are a part of those negotiations may not be addressed. The Association may request an opportunity to address the Board of Education at any special meeting in accordance with the procedures set forth in District policy. This section does not authorize a representative of the BAEA to speak on behalf of the Association at any hearing conducted by the Board of Education to which the BAEA is not a party in interest.

2.12.4. The Association shall be provided a mailbox space located in the cluster of teachers' mailboxes in each building for purposes of receiving communications from its members. If a mailbox space is not available, the Association may provide a suitable receptacle.

2.12.5. The association President and building representatives may meet with the Superintendent and the Board President once each quarter to discuss teacher concerns and status of the District.

## **SECTION 2.13: POSTING OF CERTIFIED POSITIONS**



2.13.1. When a vacancy occurs in a certified position, whether full-time, part-time or temporary, the Superintendent shall prepare a notice of such vacancy, post it on the Superintendent's bulletin board, provide copies to building principals for posting in the school buildings and mail a copy to the Association President; provided that the Superintendent shall not be required to provide copies to building principals during the summer recess.

## **ARTICLE III**

### **PROCEDURAL PROVISIONS**

#### **SECTION 3.1: GRIEVANCE PROCEDURE**

3.1.1. A grievance is a claim that there has been a violation of this negotiated agreement. The Association shall have the right to grieve the violation of any rights it has under the terms of this Agreement. If more than one teacher has the same grievance, the Association shall bring a collective grievance on behalf of all such grieving teachers, provided that the names of all grieving teachers shall be disclosed. If a grievance affects teachers in two or more school sites, the Association may initiate the grievance with the Superintendent.

3.1.2. The following procedure shall be followed for grievances:

3.1.2.1. Stage I -- The grievance shall be presented by the affected party to the building principal. If the grievance is against your principal, it should be taken to the superintendent. If possible, the affected parties work out the problem with an informal meeting.

3.1.2.2. Stage II -- The grievance shall be presented to the principal in writing no later than ten (10) school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based. Within five (5) administrative days of receiving the grievance, a meeting shall be held with the party(ies) filing the grievance, the principal, and an Association representative, if requested by the aggrieved party. The Principal shall respond in writing within five (5) administrative days of the meeting.

3.1.2.3. Stage III -- If the problem has not been resolved at Stage II or if the time line has not been met, the grievance may be presented to the Superintendent in writing. Within five (5) administrative days of receiving the grievance, a meeting shall be held with the grievant, Association representative upon request of the grievant, principal, and superintendent of schools. The Superintendent shall respond in writing within five (5) administrative days of the meeting.

3.1.2.4. Stage IV -- If the problem has not been resolved by the Superintendent's decision or if the time line has not been met, the grievant may request that the grievance be heard by the Board. Upon receipt of the request, the Superintendent shall place the grievance on the agenda of the next regular board meeting. The Board may, in the alternative, schedule a special meeting with the grievant, Association representative upon request of the grievant, or any other representative of the grievant's choice, principal, and Superintendent and/or Superintendent's representative. The Board's

decision shall be the final step in the grievance procedure.

3.1.3. When a grievance is submitted at any stage on or after May 1, time limits shall consist of calendar days, so that the matter may be resolved before the end of the school term, or as soon as possible thereafter. No reprisals shall be taken against any teacher because of his/her participation in this grievance procedure. Forms for filing grievances and processing grievances are attached to this Agreement as Attachment A and shall be used by the parties in the grievance process. All cost and expenses incurred by a party to the grievance proceeding shall be borne by that party.

3.1.4. A teacher whose grievance is being heard at Stage II and III may have a witness of the teacher's choice present in addition to the Association representative. Grievance proceedings shall be scheduled at times other than during the class times of teachers participating in the grievance proceedings to avoid interruption of the educational process.

## **SECTION 3.2: REDUCTION IN FORCE PROCEDURES**

3.2.1. In the event it becomes necessary to reduce the staff comprising the bargaining unit, a reduction in force may be based on the following conditions: actual or projected decrease in revenue; actual or projected decrease in student enrollment; actual or projected changes in educational programs or curriculum, including consolidation and elimination of programs or curriculum; or any other circumstances determined by the Board. In the event of such need, a determination shall be made to see if the necessary reduction will occur by attrition, voluntary resignation, or voluntary retirement. If not, reduction in force will be made through the following procedures:

3.2.2. The position eliminated will be the determining factor in a reduction, not the teacher occupying the position eliminated. The order of termination will be as follows:

3.2.2.1. Licensed temporary contract teachers shall be non-renewed first unless they are teaching in a position that shall be maintained and no other teacher with an otherwise higher priority for retention is qualified to teach in the position. Licensed (temporary contract) teachers shall be nonrenewed in the order determined by the application of the following criteria in order of priority:

1. Least hours above bachelor's degree in education and/or related fields;
2. Least staff development points.

3.2.2.2 Probationary teachers shall be non-renewed second unless they are teaching in a position that shall be maintained and no other teacher with an otherwise higher priority for retention is qualified to teach in the position. Probationary teachers shall be non-renewed in the order determined by the application of the following criteria in order of priority:

1. Least number of years in the district;
2. Least recent experience in the affected area;
3. Least hours above a bachelor's degree in education and/or related fields

3.2.2.3. Career certified teachers shall be non-renewed third unless they are teaching in a position that shall be maintained and no other teacher with an otherwise higher priority for retention is qualified to teach the position. Career certified teachers shall be nonrenewed in the order determined by the application on the following criteria in

order of priority:

1. Least number of years in the district;
2. Least recent experience in the affected area;
3. Least hours above a bachelor's degree in education and/or related fields

3.2.4. Teachers whose employment is recommended to be terminated pursuant to a reduction in force shall be given written notice of their right to a hearing and recall rights. Teachers whose employment is reduced in force under these provisions shall be given priority for reemployment to fill subsequent vacancies in positions for which they have certification if the factors set forth in 3(2-3) hereinabove are otherwise equal among the applicants. Such right to reemployment shall be in reverse order of termination according to the provisions of this policy. Priority for reemployment shall extend for thirteen (13) calendar months beyond the calendar month in which the reduction in force occurred.

3.2.5. Teachers whose employment is reduced in force under these provisions, who wish to be considered for future vacancies must make formal application for a teaching position and must notify the superintendent by certified mail, restricted delivery, within ten (10) days following final board action on the termination, of the teacher's desire to remain an active applicant for a teaching position. Teachers who fail to make such a request shall not be considered for recall as set forth in section 3.2.4.

### **SECTION 3.3: FREEDOM TO EXERCISE RIGHTS AND RIGHT TO GRIEVE DISCRIMINATION**

3.3.1. The parties to this agreement and their members and representatives shall not discriminate nor retaliate against any employee, administrative officer or board member of the District for their exercise or non-exercise of rights under the act relating to negotiations between school employees and schools, currently set forth in Title 70, Oklahoma Statutes §509.1, et seq.; or in any way impede, restrain or coerce any such persons in the exercise of such rights.

3.3.2. Any teacher shall have the right to grieve, pursuant to the grievance procedures of this agreement, any discrimination by the District on a basis from which the teacher is protected by federal or Oklahoma law.

### **SECTION 3.4: COMPLAINTS AGAINST TEACHERS**

3.4.1. When a parent/guardian of a student assigned to a teacher for a class or activity has complaint about the teacher's job performance, any employee or board member receiving such complaint shall direct the person to discuss the matter with the teacher. If the matter is not resolved, the person shall be directed to discuss the matter with the teacher's principal. If the matter is not resolved, the person shall be directed to discuss the matter the Superintendent. The Board of Education shall not permit the person to present the matter to it until the procedures set forth herein have been followed. Provided, in the case of any matter involving alleged sexual, physical or mental abuses or other matter requiring a confidential investigation, these procedures may be modified by the Superintendent.

## **ARTICLE IV**

# COMPENSATION AND BENEFITS PROVISIONS

## SECTION 4.1: TYPES OF LEAVE

### 4.1.1. SICK LEAVE

4.1.1.1. Payment for sick leave shall be made on the basis of the current salary rate then in effect for the teacher receiving the payment. A teacher may be absent from duties due to personal accidental injury, illness or pregnancy, or accidental injury or illness in the immediate family without the loss of salary for not to exceed ten (10) days of sick leave during each school year, except that said absence without loss of salary for teachers employed on an eleven-month contract shall not exceed eleven (11) days of sick leave during each school year and for those teachers employed on a twelve-month contract shall not exceed twelve (12) days during each school year, if said contract is for the work period, and not merely for pay purposes.

4.1.1.2. The right to such leave shall vest at the beginning of the school year. Unused sick leave shall be cumulative up to a total of One Hundred Twenty (120) days. Unused sick leave accumulated pursuant to this provision may be used in addition to annual sick leave in the manner provided in paragraph 4.1.1. Personal leave which has not been taken by the end of a school year shall convert to sick leave and shall be accumulated with sick leave in the manner provided above.

4.1.1.3. Teachers shall not be paid for sick leave for any periods when the teacher is receiving workers compensation. However, a teacher eligible to receive both at the same time may elect to receive sick leave in lieu of worker's compensation. When such election is made, the teacher shall retain the worker's compensation payment and also be paid the difference between worker's compensation and the teacher's regular compensation for each day of sick leave used.

4.1.1.4. When requested by the District, the teacher shall provide a doctor's statement when the sick leave extends beyond three (3) consecutive school days.

4.1.1.5. Unused sick leave shall be cumulative to a total of one hundred twenty days. It shall be understood that days of sick leave accrued shall be retroactive to the date from which the employee has been continuously employed by this school district. Teachers who retire or resign after fifteen (15) or more years in the Boone-Apache School District shall be paid for accrued sick leave at the rate of ten (10) dollars per day.

For the purpose of computing payment for unused sick leave, a creditable year of service shall be six school months of service during the contract year. This is equivalent to 120 days.

#### 4.1.2. EXTENDED SICK LEAVE

4.1.2.1. If, after exhausting sick leave, a teacher remains absent from duties due to personal accidental injury, illness or pregnancy, the teacher shall receive for a period of not to exceed twenty (20) days, the teacher's contract salary less the amount:

- a. actually paid a certified substitute teacher for the teacher's position , if a certified substitute teacher is hired; or
- b. normally paid a certified substitute teacher for the teacher's position, if a certified substitute teacher is not hired.

4.1.2.2. The Board of Education shall adopt a policy creating a sick leave sharing program pursuant to 70 Oklahoma Statutes, Supp. 1995, 6-104.6 (Section 143 of the 1995 School Laws of Oklahoma) which shall provide for participation by members of the bargaining unit.

#### 4.1.3. RETIREMENT CREDIT FOR UNUSED SICK LEAVE

4.1.3.1. In accordance with Title 70, Oklahoma Statutes, Section 17-116.2(H) [Section 374(H) of the 1995 School Laws of Oklahoma], and subject to the limitations therein, an unused sick leave account is established for the purpose of accounting for unused sick leave days which may be used for retirement purposes subject to the approval of the Teachers Retirement System of Oklahoma. The term "unused sick leave days" is defined as those sick leave days for which an employee does not receive credit after the maximum one hundred twenty (120) days of sick leave have been accumulated. Unused sick leave days shall be deposited in the unused sick leave account.

4.1.3.2. The District will maintain records for the purpose of assisting each employee to account for unused sick leave days for retirement purposes. The District will account for and certify unused sick leave days for each year in which an employee has exceeded one hundred twenty (120) days of accumulated sick leave. This provision will apply to employees who have participated in the Teacher's Retirement System subsequent to August 1, 1959, and who have accumulated the maximum one hundred twenty (120) days of sick leave.

4.1.3.3. Upon retirement, any unused accumulated sick leave days and the unused sick leave days in the sick leave bank in an amount not to exceed 120 days shall be certified to the Teacher's Retirement System of Oklahoma to add creditable service for retirement purposes at a rate of one month of credit for each 20 days of accumulated sick leave for the purpose of adding creditable service for retirement purposes.

4.1.3.4. Unused sick leave days in the sick leave bank may be used only to extend creditable service at retirement and for no other purpose. No employee may

contribute unused sick leave days to another employee. Unused sick leave days cannot be transferred from this district if reimbursement has been received.

#### **4.1.4. PERSONAL LEAVE**

4.1.4.1 Teachers will be granted three (3) days of personal leave per school year with pay. The building principal must be notified at least two school days before taking personal leave, unless such personal leave is necessitated by an emergency that precludes advance notice. Personal leave shall not be taken the day before or the day after a holiday or break, or within the last five (5) days of the semester, unless necessitated by an emergency and approved by the Principal and/or Superintendent.

#### **4.1.5 PROFESSIONAL LEAVE**

4.1.5.1. Teachers will be granted three (3) days of professional leave per school year. The building principal must grant permission to attend prior to absence. Leave is defined as leave requested by the teacher to attend professional development.

#### **4.1.6 FUNERAL LEAVE**

4.1.6.1 Two days of non-cumulative funeral leave will be allowed each year with full pay. In case of a death in the teacher's immediate family, (1.1.14), and the teacher has exhausted their funeral leave, the teacher may use other leave (personal or sick) that is in their bank. If the teacher has exhausted all leave, they may request to the Superintendent up to three (3) additional funeral days for traveling or taking care of family business.

#### **4.1.7. JURY DUTY LEAVE**

4.1.7.1. School employees duly summoned to jury duty shall be granted a leave for jury service. During the leave for jury service, the employee shall be paid the full current salary less any compensation received for serving as a juror. The employee shall provide evidence of such compensation to the superintendent. Notice of jury duty is to be made to the principal.

#### **4.1.8. MILITARY LEAVE**

4.1.8.1. Teachers shall be provided such leave and job protection rights as are provided by federal and state law.

#### **4.1.9. LEAVE OF ABSENCE WHEN SICK LEAVE IS EXHAUSTED**

4.1.9.1. If the teacher is unable to return to duties after all sick leave and extended sick leave has been exhausted, the teacher may request to be placed on a leave of absence without pay until the end of the current school year or for that

portion of the current school year needed. Such request shall be in writing and approved by the Superintendent.

#### **4.1.10. LEAVE OF ABSENCE WITHOUT PAY**

**4.1.10.1. Only career teachers, as defined by statute, shall be eligible to request leaves of absence, and only for the following reasons:**

- a. Study which exceeds 12 hours of academic credit for the year.
- b. Leave beyond the current school year for conditions which would entitle the teacher to sick leave, if available.

**4.1.10.2. Teachers requesting leaves of absence without pay shall submit a written request for such leave to the Superintendent. Such requests should designate the beginning and termination date of the requested leave, not to exceed two semesters and should be submitted when possible not less than one month prior to the beginning date of such requested leave of absence. Such requests shall be relayed by the Superintendent together with the Superintendent's recommendation to the Board of Education for consideration and, in its discretion, approval.**

#### **4.1.11. Leave Without Pay Under Family and Medical Leave Act of 1993**

**4.1.11.1. Teachers shall be entitled to leave without pay to the extent such leave is required to be provided by the Family and Medical Leave Act of 1993. Health benefits shall be maintained during such leave in the manner required by the Act, provided that the district may require FMLA leave to be taken concurrently with paid leave or unpaid leaves of absence as set forth in the Act. A copy of the Act shall be maintained at each school site and be made available to teachers for review.**

### **SECTION 4.2: PAY PERIODS**

**4.2.1. The District shall pay teachers in twelve monthly payments. Such payments shall be made on the last school day of the months of August through July; provided that the pay checks for the months of June and July shall be provided on or after May 28 as soon as sufficient revenues are available to fund them.**

### **SECTION 4.3: COMPENSATION AND BENEFITS**

4.3.1. The salaries of teachers covered by this Agreement for the fiscal year are set forth in the following salary schedule. The salaries below include the teacher's participation in the District's cafeteria plan and retirement contribution; provided that the District shall pay its statutorily mandated contribution to each teacher's retirement in addition to such salary.

**BOONE-APACHE SCHOOLS**  
**2018-2019 Certified Salary Schedule**

Yrs of Experience	Bachelors	Bachelors + Natl. Board	Masters	Masters + 15	Masters + Natl. Board	Doctorate
0	\$36,946	\$37,946	\$38,836	\$39,336	\$39,836	\$40,026
1	\$37,413	\$38,413	\$39,303	\$39,803	\$40,303	\$40,493
2	\$37,878	\$38,878	\$39,768	\$40,268	\$40,768	\$40,958
3	\$38,345	\$39,345	\$40,235	\$40,735	\$41,235	\$41,425
4	\$38,813	\$39,813	\$40,703	\$41,203	\$41,703	\$41,893
5	\$39,319	\$40,319	\$41,209	\$41,709	\$42,209	\$42,399
6	\$39,817	\$40,817	\$41,707	\$42,207	\$42,707	\$42,898
7	\$40,317	\$41,317	\$42,207	\$42,707	\$43,207	\$43,397
8	\$40,816	\$41,816	\$42,706	\$43,206	\$43,706	\$43,896
9	\$41,316	\$42,316	\$43,207	\$43,707	\$44,207	\$44,397
10	\$42,375	\$43,375	\$44,759	\$45,259	\$45,759	\$46,936
11	\$42,907	\$43,907	\$45,291	\$45,791	\$46,291	\$47,468
12	\$43,439	\$44,439	\$45,824	\$46,324	\$46,824	\$48,001
13	\$43,972	\$44,972	\$46,357	\$46,857	\$47,357	\$48,534
14	\$44,507	\$45,507	\$46,891	\$47,391	\$47,891	\$49,068
15	\$45,061	\$46,061	\$47,446	\$47,946	\$48,446	\$49,624
16	\$45,596	\$46,596	\$47,981	\$48,481	\$48,981	\$50,159
17	\$46,133	\$47,133	\$48,518	\$49,018	\$49,518	\$50,696
18	\$46,671	\$47,671	\$49,056	\$49,556	\$50,056	\$51,234
19	\$47,209	\$48,209	\$49,594	\$50,094	\$50,594	\$51,772
20	\$47,768	\$48,768	\$50,154	\$50,654	\$51,154	\$52,333
21	\$48,308	\$49,308	\$50,694	\$51,194	\$51,694	\$52,873
22	\$48,849	\$49,849	\$51,234	\$51,734	\$52,234	\$53,413
23	\$49,391	\$50,391	\$51,777	\$52,277	\$52,777	\$53,956
24	\$49,933	\$50,933	\$52,319	\$52,819	\$53,319	\$54,498
25	\$51,407	\$52,407	\$53,829	\$54,329	\$54,829	\$56,053
26	\$51,807	\$52,807	\$54,229	\$54,729	\$55,229	\$56,453
27	\$52,207	\$53,207	\$54,629	\$55,129	\$55,629	\$56,853
28	\$52,607	\$53,607	\$55,029	\$55,529	\$56,029	\$57,253
29	\$53,007	\$54,007	\$55,429	\$55,929	\$56,429	\$57,653
30	\$53,407	\$54,407	\$55,829	\$56,329	\$56,829	\$58,053

**IN ADDITION:**

The State pays 100% of a single insurance premium (Health Choice High) for those who take insurance. Teachers that do not take state insurance are compensated in the amount of \$836.52 by the State. This amount does not appear on the above chart but it does appear on the individual contract. Teachers shall not be able to take both state insurance and receive compensation.

4.3.2. All teachers shall be given full credit on the salary schedule for full years of



teaching experience in any public school district in the State of Oklahoma.

4.3.3. Placement on the salary schedule shall be in accordance with the teacher's years of experience and highest attained degree.

4.3.4. The salary schedule is based upon the teacher's work year as defined in this agreement.

4.3.5. Compensation in addition to that in the schedule set forth above may be paid to teachers when such additional compensation is required by federal or state law or regulation, or by the provisions of a grant.

4.3.6. Each teacher will have \$1,000 of their annual salary set aside, to be applied toward a "Christmas savings check" that will be paid on a separate check, with the November payroll. This check will be subject to taxes and teacher retirement.

#### SECTION 4.4: EXTRA-DUTY ASSIGNMENTS AND COMPENSATION

4.4.1 The Board has the authority to create, eliminate, and reassign at any time during the school year, any extra-duty positions. If any of the following extra-duty positions are utilized during the school year, the teachers holding such positions shall receive compensation in accordance with the scale below for the performance of the duties assigned to such positions. If the duties of any extra-duty position are divided between teachers, the compensation received by each such teacher shall be the compensation shown below divided by the number of teachers, unless the teachers agree otherwise in writing or unless the compensation shown below specifies "each

##### 4.4.2 COACH/SPONSOR PAY

<u>Baseball:</u> High School Head	\$3,750
High School Assistant	\$1,500
Jr. High Head	\$1,300
<u>Basketball:</u>	
High School Head Girls	\$6,050
High School Girls Assistant	\$1,700
High School Head Boys	\$6,050
High School Boys Assistant	\$1,700
Jr. High Head Girls	\$1,700
Jr. High Head Boys	\$1,700
7th-8th Grade Girls	\$1,200
7th-8th Grade Boys	\$1,200
6 <sup>th</sup> Grade Girls	\$450
5 <sup>th</sup> Grade Girls	\$450
6 <sup>th</sup> Grade Boys	\$450
5 <sup>th</sup> Grade Boys	\$450
if separate	

**Cheerleading:**

High School \$2,250  
Jr. High \$1,550

**Football:**

High School Head \$6,050  
High School Coordinator \$2,700  
High School Assistant \$1,700  
Jr. High Head \$1,700  
Jr. High Assistant \$1,300  
6th/7th Football \$1,300

**Softball:**

High School Girls Fastpitch \$3,750  
High School Girls Slowpitch \$3,500  
High School Girls Fastpitch Assistant \$1,500  
High School Girls Slowpitch Assistant \$1,500  
Jr. High Girls Fastpitch \$1,300  
Jr. High Girls Slowpitch \$1,300

**Track:**

High School Head Boys \$500  
High School Head Girls \$500  
Jr. High Boys Head \$375  
Jr. High Girls Head \$375  
Elem Track (Boys & Girls Grades 5<sup>th</sup> & 6<sup>th</sup>) \$750

**Weights:**

Summer Weight \$650  
Weightlifting, Competition \$300

**Academic:**

Academic and/or Quiz Bowl Sponsors (2 at half or one at full) \$1,200  
Gifted and Talented District Coordinator \$150  
Gifted and Talented Bldg Site Coordinator (\$250 per site) \$250  
K-8 Academic Events Sponsor \$50 per event

Limit of 4 events per year per grade level. Sponsors must be declared and notice of sponsorship submitted to and approved by the Building Principal. Sponsor will request payment for event using a time sheet. Additional events outside the school day may be authorized only if the competitors have earned the right to advance after four events.

**Band & Music:**

Elementary Music Program Coordinator	\$100
High School Band Director	\$3,250

**Class Sponsors:**

Senior Class	x 2	\$450
Junior Class	x 2	\$900
Sophomore Class	x 2	\$100
Freshman Class	x 2	\$100

If two (2) sponsors do not volunteer and one sponsor is willing to act alone, that sponsor will be compensated at double the percent or dollar amount

**Special Olympics:**

Coordinator (\$50 per day, limit of 4 days)	\$200
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**Student Council:**

High School	\$850
Middle School	\$600

**Yearbook:**

Sponsor (2 at half or one at full)	\$1,250
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**SECTION 4.5: TRAVEL EXPENSES**

4.5.1. Teachers who are traveling on official school business not related to meeting personal requirements shall be reimbursed for their meals, including meals required because of such travel on the day of departure and the day of arrival. Reimbursements shall not exceed the lesser of \$10 per meal or the actual expenditure for the meal. Reimbursements in any twenty-four (24) hour period shall not exceed thirty dollars (\$30.00). In the event the destination is forty (40) miles or less one way, the teacher shall be entitled to reimbursement for one meal, unless additional meals have been approved in advance by the Superintendent. Dated receipts shall be provided for such reimbursements.

**SECTION 4.6: EVALUATIONS**

4.6.1 Evaluations will be completed using the Tulsa model of Teacher and Leader Effectiveness (TLE) Observation and Evaluation system by administrators only.

## STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS

Professional Services Division



Teachers are charged with the education of the youth of this State. In order to perform effectively, teachers must demonstrate a belief in the worth and dignity of each human being, recognizing the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles.

In recognition of the magnitude of the responsibility inherent in the teaching process and by virtue of the desire of the respect and confidence of their colleagues, students, parents, and the community, teachers are to be guided in their conduct by their commitment to their students and their profession.

### PRINCIPLE I COMMITMENT TO THE STUDENTS

Oklahoma Administrative Code (OAC) 210:20-29-3 - Effective June 25, 1993

The teacher must strive to help each student realize his or her potential as a worthy and effective member of society. The teacher must work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the teacher:

- (1) Shall not unreasonably restrain the student from independent action in the pursuit of learning,
- (2) Shall not unreasonably deny the student access to varying points of view,
- (3) Shall not deliberately suppress or distort subject matter relevant to the student's progress,
- (4) Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety,
- (5) Shall not intentionally expose the student to embarrassment or disparagement,
- (6) Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social, or cultural background, or sexual orientation, unfairly
  - (A) Exclude any student from participation in any program;
  - (B) Deny benefits to any students; or
  - (C) Grant any advantage to any student.
- (7) Shall not use professional relationships with students for private advantage,
- (8) Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by law or is required by law.

October 2008

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**PRINCIPLE II**  
**COMMITMENT TO THE PROFESSION**

Oklahoma Administrative Code (OAC) 210:20-29-4 – Effective June 25, 1993

The teaching profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In order to assure that the quality of the services of the teaching profession meets the expectations of the State and its citizens, the teacher shall exert every effort to raise professional standards, fulfill professional responsibilities with honor and integrity, promote a climate that encourages the exercise of professional judgment, achieve conditions which attract persons worthy of the trust to careers in education, and assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

- (1) Shall not, in an application for a professional position, deliberately make a false statement or fail to disclose a material fact related to competency and qualifications;
- (2) Shall not misrepresent his/her professional qualifications;
- (3) Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute;
- (4) Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position;
- (5) Shall not assist an unqualified person in the unauthorized practice of the profession;
- (6) Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law;
- (7) Shall not knowingly make false or malicious statements about a colleague; and
- (8) Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

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**PRINCIPLE III**

Title 70, Oklahoma Statute, Section 6-101.22

*Subject to the provisions of the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:*

- (1) *Willful neglect of duty;*
  - (2) *Repeated negligence in performance of duty;*
  - (3) *Mental or physical abuse to a child;*
  - (4) *Incompetency;*
  - (5) *Instructional ineffectiveness;*
  - (6) *Unsatisfactory teaching performance; or*
  - (7) *Commission of an act of moral turpitude.*
  - (8) *Abandonment of contract.*
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**PRINCIPLE III**  
(Continued)

*Subject to the provisions of the Teacher Due Process Act, a probationary teacher may be dismissed or not reemployed for cause.*

*A teacher shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued, if during the term of employment the teacher is convicted in this state, the United States, or another state of:*

- (1) Any sex offense subject to the Sex Offender Registration Act in this state or subject to another state's or the federal sex offender registration provisions; or*
- (2) Any felony offense.*

*A teacher may be dismissed, refused employment or not reemployed after a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties. As used in this subsection:*

- (1) "Criminal sexual activity" means the commission of an act as defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and*
- (2) "Sexual misconduct" means the soliciting or imposing of criminal sexual activity.*

*As used in this Section, "abandonment of contract" means the failure of a teacher to report at the beginning of the contract term or otherwise perform the duties of a contract of employment when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the contract of employment.*

Signed into Law  
April 25, 2006

**ARTICLE V**

**RATIFICATION AND ACCEPTANCE**

**SECTION 5.1: RATIFICATION**

5.1.1. This agreement has been entered into and approved by the parties on the dates shown below.

5.1.2. This agreement was approved and accepted by the Boone-Apache Education Association through a majority vote of its membership on \_\_\_\_\_ day of August, 2018

5.1.3. This agreement was approved and accepted by Independent School District No. 56 of Caddo County, Oklahoma through a majority vote of its Board of Education on Aug. 9, 2018.

**SECTION 5.2: ACCEPTANCE**

5.2.1. The undersigned accept this agreement on behalf of their respective party and certify that ratification by their party set forth above had occurred and that they have the authority to sign this agreement in the capacity shown below.

**Boone-Apache School District, 1056 of Caddo County, Oklahoma**

by

\_\_\_\_\_  
**Board President**

&

**Boone-Apache Education Association (BAEA)**

by

\_\_\_\_\_  
**Association President**

**ATTACHMENT A**

**BOONE-APACHE PUBLIC SCHOOLS  
TEACHER GRIEVANCE FORMS**

- No. 1 Stage I – Report on Informal Conference**
- No. 2 Stage II – Request for Meeting with Principal and Association Representative**
- No. 3 Stage II – Response by Principal**
- No. 4 Stage III - Request for Meeting with Superintendent**
- No. 5 Stage III - Response by Superintendent**
- No. 6 State IV - Request for Board of Education Hearing**



**BOONE-APACHE PUBLIC SCHOOLS  
TEACHER GREVANCE FORM NO. 1**

**STAGE I:**

**REPORT ON INFORMAL CONFERENCE**

Pursuant to the Negotiated Agreement, the teacher and principal are to meet informally to discuss alleged violations of the Negotiated Agreement and seek resolution of the matter. If the matter is not resolved, the teacher is to prepare this form and present it to the principal for acknowledgement that the matter has been discussed and that the relief sought has not been granted.

Teacher \_\_\_\_\_  
Principal \_\_\_\_\_

**-Provision of Negotiated Agreement alleged to have been violated:**  
Article: \_\_\_\_\_ Section: \_\_\_\_\_

**-Date when alleged violation occurred: \_\_\_\_\_ Date teacher became aware :**  
\_\_\_\_\_

**-Description of alleged violation:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Requested action:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**-Date of discussion: \_\_\_\_\_ The matter was not resolved.**

\_\_\_\_\_  
\_\_\_\_\_  
**Teacher's Signature**

**Principal's Signature**

**INSTRUCTIONS:**

1. **Teacher prepares form if matter not resolved.**
2. **Distribution: Original-Teacher, Copy Principal.**

**BOONE-APACHE PUBLIC SCHOOLS  
TEACHER GRIEVANCE FORM NO.2**

**STAGE II:**

**REQUEST FOR MEETING WITH  
PRINCIPAL AND ASSOCIATION REPRESENTATIVE**

Pursuant to the Negotiated Agreement, if an alleged violation of the Negotiated Agreement is not resolved by an informal conference, a Stage II meeting may be held at the teacher's request. The meeting is to be held within five administrative days after the principal receives this form. The teacher, principal, and an Association representative, upon the teacher's request, are to attend. The principal is to respond in writing within five administrative days.

---

A copy of the Form No. 1 is attached and sets forth the alleged violation of the Negotiated Agreement, the requested action and acknowledgment that the matter was not resolved by an informal conference. The teacher hereby requests a Stage II meeting.

\_\_\_\_\_  
Teacher's Signature

-I received this request on the following date: \_\_\_\_\_

-A meeting is scheduled for: Time: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

**INSTRUCTIONS:**

1. Teacher prepares form, attaches Form No. 1 and submits form to principal.
2. Principal acknowledges date of receipt and sets meeting time and date.
3. Distribution: Original to teacher and copies to principal, Association Representative (if requested), and Superintendent.

**BOONE-APACHE PUBLIC SCHOOLS  
TEACHER GRIEVANCE FORM NO. 3**

**STAGE II:**

**RESPONSE BY PRINCIPAL**

Teacher: \_\_\_\_\_ Meeting Date:  
\_\_\_\_\_

Association representative attending meeting (if applicable):  
\_\_\_\_\_

Provision of Negotiated Agreement alleged to be violated:

Article: \_\_\_\_\_ Section: \_\_\_\_\_

A meeting was held on the above date with the above-named teacher and Association representative, if requested, to discuss the alleged violation of the Negotiated Agreement provision described above. After conferring with the teacher and the Association representative, if requested, the following is my response:

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\_\_\_\_\_  
Principal's Signature

I received this response on the following date: \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

**INSTRUCTIONS:**

1. Principal prepares response. Attach additional sheet if more space is needed.
2. Teacher acknowledges receipt of response.

3. **Distribution: Original to principal. Copies to teacher, Association representative, if requested and Superintendent.**

**BOONE-APACHE PUBLIC SCHOOLS  
TEACHER GRIEVANCE FORM NO. 4**

**STAGE III:**

**REQUEST FOR MEETING WITH SUPERINTENDENT**

If the matter grieved is not resolved by a Stage II meeting with the principal and Association representative, if requested, the teacher may schedule a meeting with the Superintendent, the principal and an association representative, if requested. The meeting is to be held within five administrative days of receiving the request. The Superintendent is to respond in writing within five administrative days.

---

A copy of the Teacher Grievance Forms No.s 1, 2, and 3 are attached. The grievance was not resolved by the Stage II meeting with the principal to the teacher's satisfaction. The teacher hereby requests a Stage III meeting with the Superintendent.

\_\_\_\_\_  
Teacher's Signature

I received this request on the following date: \_\_\_\_\_

A meeting is scheduled for: Time: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Superintendent's Signature

**INSTRUCTIONS:**

1. Teacher prepares form, attaches Forms Numbers 1, 2 and 3, and submits to Superintendent.
2. Superintendent acknowledges date of receipt and sets meeting time and date.
3. Distribution: Original to teacher and copies to principal, association representative, if requested, and Superintendent.

**BOONE-APACHE PUBLIC SCHOOLS  
TEACHER GRIEVANCE FORM NO. 5**

**STAGE III:**

**RESPONSE BY SUPERINTENDENT**

Teacher: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

Principal attending meeting: \_\_\_\_\_

Association Representative attending meeting (if applicable):  
\_\_\_\_\_

Provision of Negotiated Agreement alleged to be violated:

Article: \_\_\_\_\_ Section: \_\_\_\_\_

A meeting was held on the above date with the above-named teacher, Association Representative (if requested) and Principal to discuss the alleged violation of the Negotiated Agreement provision described above. After conferring with the principal, teacher and Association representative, if requested, the following is my response:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Superintendent's Signature**

-I received this response on the following date: \_\_\_\_\_

\_\_\_\_\_  
**Teacher's Signature**

**INSTRUCTIONS:**

1. Superintendent prepares response and submits form to teacher.

2. Teacher acknowledges receipt of response.
3. Distribution: Original to Superintendent. Copies to teacher, Association representative, if requested and Principal.

**BOONE-APACHE PUBLIC SCHOOLS  
TEACHER GRIEVANCE FORM NO. 6**

**STAGE IV:**

**REQUEST FOR BOARD OF EDUCATION HEARING**

If the matter grieved is not resolved by a meeting with the superintendent, the teacher may request a hearing before the Board of Education. The hearing shall be at the next regular meeting of the Board of Education or, at the Board's discretion, at a special board meeting.

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A copy of the Teacher Grievance Forms Numbers 1, 2, 3, 4 and 5 are attached. The grievance has not been resolved to the teacher's satisfaction. The teacher hereby requests a hearing before the Board of Education.

\_\_\_\_\_  
Teacher's Signature

The grievance will be heard at a meeting of the Board of Education at on this date, \_\_\_\_\_ and at this time, \_\_\_\_\_.

(Date)

(Time)

\_\_\_\_\_  
Superintendent's Signature

**INSTRUCTIONS:**

1. Teacher prepares form, attaches forms Numbers 1 through 4 and submits to Superintendent.
2. Superintendent acknowledges date of receipt, enters date of Board meeting when known and distributes.
3. Distribution: Original to teacher and copies to Principal, Association representative, if requested, Superintendent and members of the Board of Education.



## PROCEDURAL AGREEMENT FOR NEGOTIATIONS

An Agreement between Independent School District No. 56 of Caddo County, Oklahoma, also known as the Boone-Apache Public Schools and hereinafter referred to as "District", and the Boone-Apache Education Association, and unincorporated association hereinafter referred to as "Association", entered into on the 1<sup>ST</sup> Day of July 2001.

WHEREAS, District's Board of Education, hereinafter referred to as "Board", has recognized the Association pursuant to Title 70, Oklahoma Statutes, Section 509.2, as the exclusive representative of all of the employees in the bargaining unit described herein below; and

WHEREAS, District and Association are to complete an agreement outlining negotiation procedures pursuant to Title 70, Oklahoma Statutes, Section 509.6;

### IT IS THERFORE AGREED:

1. **RECOGNITION.** District recognizes Association as the exclusive representative of a bargain unit consisting of all of District's employees who are required by the position in which they are employed to be licensed or certified as teachers or entry year teachers as those terms are defined by Title 70, Oklahoma Statutes, Section 1-116 and who do not hold supervisory authority with respect to other teachers employed by District.
2. **SCOPE OF NEGOTIATIONS.** The scope of negotiations between the parties shall be as required by mandatory statutory law, which currently is Title 70, Oklahoma Statutes, Section 509.6 and provides that the parties negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment.
3. **NEGOTIATION TEAMS.** The negotiation teams for District and Association shall be comprised of not more than five (5) members for each team. Alternates may be designated; however, alternates will attend the meetings only when serving in the place of a regular team member. All negotiations will take place exclusively between the designated representatives of the parties. Upon mutual agreement of the District and the Association, a non-team member may attend a negotiations session if such person's presence is needed to provide input. Negotiations shall be conducted in closed sessions. The representatives of each party shall have

the authority to make proposals, counter proposals, to compromise and to make tentative agreements subject to the ratification of both parties.

4. **MEETINGS.** The first meeting for negotiations shall be scheduled within fifteen (15) calendar days of a request to negotiate submitted by either Association or board, unless the board and the association mutually agree to extend the fifteen calendar day deadline. The first meeting shall not be held before the first day of April unless mutually agreed to. All Association and Board proposal language from the negotiated agreement will be exchanged at this first meeting. Each subsequent meeting time and place will be mutually agreed upon at the end of each meeting; provided, however, that no more than fifteen (15) calendar days shall elapse between each meeting unless mutually agreed to. All meetings shall be held outside the teaching day at times and places mutually agreed to.
5. **MEETING PROCEDURES.** During negotiation meetings each team is free to caucus at any time. Each team shall designate a head negotiator who shall serve as spokesperson for that team. In the absence of the head negotiator at a negotiation meeting, an alternate may be appointed. Any team member may speak to an issue. A majority of a team's members shall be present at a negotiations meeting.
6. **EXCHANGE OF INFORMATION.** Upon reasonable written request, the parties shall provide each other with available information regarding negotiations.
7. **AGREEMENT PROCEDURES.** When agreement is reached between the negotiating teams on any proposal, the proposal shall be reduced to writing, signed by the head negotiator of each team, marked "tentative agreement" and distributed to both teams. Items which have received tentative agreement cannot be reconsidered, unless mutually agreed upon by both teams or unless Board and/or Association fail to ratify the agreement. When all proposals have either been tentatively agreed to or withdrawn, the proposed agreement shall be submitted to Association for ratification. After ratification by Association, the proposed agreement shall be submitted to the Board. Upon approval by Board, the terms of the agreement shall be implemented. Should either party fail to ratify the agreement, the teams will return to the table within five (5) days to continue negotiations.
8. **CONSULTANTS.** Each party will have the right to the services of consultants. Said consultants may not attend negotiations meetings unless the consultant is a member of a negotiations team.
9. **IMPASSE PROCEDURE.** The impasse procedure shall be in accordance with

applicable mandatory state statutes. The following includes the provisions of state statutes applicable to the impasse procedure in effect at the time of this agreement's acceptance by the parties. In the event these statutory provisions are amended or repealed, the resulting mandatory language contained in the statute for resolving impasses shall be incorporated by reference and substituted for any conflicting provisions herein.

- A. If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time, either party may declare impasse. Upon reaching of impasse, the items causing the impasse shall be referred to a three-member committee. This committee shall consist of:
1. One member who shall be selected by the representatives of the organization within five (5) calendar days after the reaching of impasse;
  2. One member who shall be selected by the Board within five (5) calendar days after the reaching of impasse; and
  3. One member who shall be selected by the first two members within fifteen (15) calendar days after selection of the other two members. The member selected by the first two members shall serve as chairperson of the committee.
- B. In order to facilitate the selection of the chairpersons, the head negotiators of Board and Association shall each submit a list of five (5) names to be considered by both members. If the first two members fail to agree upon any of the persons listed by the parties within the first ten (10) of the fifteen (15) calendar days, the two members will flip a coin to determine who will begin striking a name from the list until only one name remains and that person shall serve a chairperson of the committee.
- C. Within five (5) days after the selection of the chairperson, the representatives who have been negotiating for Board and Association shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairperson and other members of the committee.
- D. The chairperson shall convene the committee for fact finding. This committee shall meet with the representative of both parties. Within twenty (20) days after the chairperson is selected, the committee shall present written recommendations to Board and Association.
- E. 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 Board and 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 party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.

F. Each party shall pay its own expense in resolving impasses. The costs for the services of the committee chairperson, including per diem expenses, if any, and actual necessary travel expenses, shall be shared equally by District and Association.

10. **MEDIATION.** Either party, prior to declaring impasse, may recommend that unresolved issues should be submitted to mediation. If the other party agrees to mediation, the parties shall mutually agree to a mediator. 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 District and Association.

11. **DURATION.** This agreement shall remain in effect until the first of the following events shall occur:

- a. District ceases to exist.
- b. Association ceases to exist.
- c. Association ceases to be recognized as the exclusive representative of the bargaining unit described hereinabove.

12. **AMENDMENTS.** Changes, modifications, or amendments to the agreement can be made only as mutually agreed upon by Association and Board; provided that in the event there are any changes in the mandatory statutory provisions governing negotiations between the parties which are in conflict with the provisions of this agreement, such resulting mandatory statutory provisions shall be incorporated by reference and substituted for any conflicting provisions herein.

13. **DISTRIBUTION.** The District shall cause copies of each annual agreement negotiated pursuant to this agreement to be distributed to the members of the bargaining unit.

**\*Boone-Apache School District I056  
Of Caddo County, Oklahoma**

By: \_\_\_\_\_  
**Board President**

**\*Boone-Apache Education Association**

By: \_\_\_\_\_  
**BAEA President**