

MASTER CONTRACT

ELMORE CITY-PERNELL
BOARD OF EDUCATION

AND

ELMORE CITY-PERNELL
EDUCATION ASSOCIATION

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SECTION I

GENERAL CONTRACT

GENERAL AGREEMENT

Article I – Duration of Agreement

1.1 Upon ratification by the Board and by the Association, this Agreement shall become effective at 12:01A.M. on September 7, 2018 and will remain in full force and effect until 12:00 midnight June 30, 2019.

This agreement represents the full and complete agreements of the parties. This Agreement shall remain in full force and effect and bind the parties until replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement.

Either party may commence negotiations over the terms of a successor agreement filed in accordance with the procedural agreement by written notification. All items in this contract that are not submitted for renegotiations shall remain in full force and effect until a successor agreement negotiated by the parties. Said items will automatically be incorporated into any successor agreement negotiated by the parties.

In witness hereof, the Association has caused this agreement to be signed by its President and or bargaining spokesperson and the Board has caused this agreement to be signed by its President, attested to by its Superintendent and/or spokesperson all on this the 7th day of September, 2018

School District Board President: _____

Superintendent or Spokesperson: _____

Education Association President: _____

Association Spokesperson: _____

1.2 Printing of the Master Contract

The Board and the Association agree to have the master contract updated and printed. The Association will be responsible to update and type the contract and provide the Board a copy for review before the final master contract is printed. Once the final copy is reviewed and approved for printing, the Board will print copies in an adequate number to provide each teacher a copy.

Article II – Procedural Agreement

- 2.1 The Procedural Agreement for Negotiations between the Elmore City-Pernell Board of Education and the Elmore City-Pernell Education Association, agreed upon and effective November 14, 1988, shall be attached to this Agreement for information purposes only (See Appendix B).

Article III – Definitions

- 3.1 The following definitions shall apply throughout this Agreement:

Agreement: This contract duly ratified and signed by the Board and the Association.

Association: Elmore City-Pernell Education Association

Association President: The elected president of the Elmore City-Pernell Education Association

Board: The elected, policy-making body governing the District.

Board Policy: A course of action adopted by the Board.

District: The Elmore City-Pernell Public School District No. I-72 of Garvin County, Oklahoma

Employee: Any teacher, tenured teacher, non-tenured teacher, or licensed teacher.

Immediate Family: The spouse, father, mother, children, grandchildren, brothers, sisters, grandparents, in-laws, or a person living in the employee's home who is considered a part of the family.

Immediate Supervisor: The Principal or other administrator to whom teachers are directly responsible.

Probationary Teacher: A duly certified teacher who has completed less than three (3) consecutive years of teaching service in the Elmore City-Pernell Public School District under written contract as provided by law.

School: Any work location at which teachers perform their job functions.

Seniority: The length of service from the most recent date of employment.

Site: See School.

Superintendent: The chief administrative officer of the District.

Teacher: All certified and/or licensed teaching personnel currently employed by the Elmore City-Pernell Public School District or employed by the Elmore City-Pernell Public School District during the duration of this Agreement excluding only administrative or supervisory personnel.

Career Teacher: A duly certified teacher who has completed three (3) or more consecutive complete school years of teaching service in the Elmore City-Pernell Public School District under a written contract, as provided by law.

Article IV – Savings Clause

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

Negotiations shall commence within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

Article V – Contract Reference

- 5.1 This Agreement and Appendices shall be incorporated by reference into each employee’s individual teaching contract with the same force and effect as though fully set forth therein. Copy of individual teaching contract is in Appendix (Appendix C).

SECTION II ASSOCIATION RIGHTS ASSOCIATION RIGHTS

Article I – Availability of Information

- 1.1 Upon written request, the Board shall make accessible to the Association, any public information. A representative of the association shall sign a receipt acknowledging that they did indeed receive information.

Article II – Use of Facilities and Equipment

- 2.1 Upon approval of the Superintendent or his/her designee, the Association shall have the right to use school facilities and equipment. Upon approval of the superintendent or his/her designee the Association shall have the right to use school buildings for meetings.

Article III – Use of Bulletin Boards and Mail Service

- 3.1 The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards. The Board shall provide at least one bulletin board in each school building. The Association shall have the right to use the district mail and email service and teacher mailboxes for communication with teachers. Copies of posted notices will be delivered to appropriate supervisory personnel.

Article IV – Board Packet

- 4.1 The Board shall make available a copy of the letter establishing regular meeting dates for the coming calendar year on the school web site prior to December 15 of each year. The Board will also notify the Association of any special meeting or emergency meetings. Reconvened meetings will be announced at the meetings, which are being reconvened. Agendas for meetings will be posted and copies may be picked up in the superintendent’s office the day of the meeting.

Article V – Board Agenda

- 5.1 The Association may have an item placed on the agenda of a Board meeting by providing the superintendent with the appropriate information on the item at least five (5) days prior to the meeting.

Article VI – Board Minutes

- 6.1 Copies of the Board of Education meeting minutes shall be made available to the ECPEA and a copy can be posted by the ECPEA in each building.

Article VII – Exclusive Rights

- 7.1 The rights granted to the Association shall not be granted or extended to any other competing organization as long as granting such rights to the Association does not compromise rights of any other organizations or individual.

SECTION III
REDUCTION IN FORCE
REDUCTION IN FORCE PROVISIONS
CERTIFIED TEACHING PERSONNEL

(In force beginning July 1, 2012, to Implement SB 2033 Terms)

Article I – Promoting Oklahoma Legislation

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

Article II – General

- 2.1 Reasons for a Reduction in Force – Any teacher in the District may be non-reemployed for the following fiscal year when the board decides that due to (a) a financial necessity or (b) a program change or (c) a decline in enrollment or (d) other business inevitability as determined by the board, a reduction in the teaching staff for the following fiscal year is necessary.
- 2.2 Definitions – For the purpose of this section, the following terms have the stated meanings:

- a. “Financial necessity” means a reduction in the District’s financial resources that in the sole judgment of the board of education will result in a reduction in the District’s current or future operating budget.
- b. “Program change” means any elimination, curtailment or reorganization of a curricular/instructional offering, program or school operation or a reorganization or closing of a school or consolidation of two or more individual schools or school districts.
- c. “Declining enrollment” means a decrease in the District’s total enrollment or enrollment in a particular program or curricular/instructional offering which in the sole judgment of the board of education may adversely affect the District’s current or future funding and/or the necessity of maintaining certain current or future class sections or curricular/instructional offerings.

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

Article III – Criteria for Non-reemployment of Teachers in Affected Positions

- 3.1 Once a determination has been made as to which positions should be eliminated then the primary basis that will be used in determining which teachers to retain in the affected position(s) will be the composite evaluation rating of the teachers holding such positions as measured (to the hundredth of a decimal point) by the District’s Teacher and Leader Effectiveness Evaluation System (TLE) for each year in which the TLE has been in effect. If the effective scores of the teachers in the affected positions are identical, then the following, in this order, shall control:
 - a. Seniority in the District.
 - b. The number of certifications held.
 - c. Total years of teaching experience.

Article IV – “Bumping Rights”

- 4.1 Only those teachers who have an average three-year ranking that falls at the effective rating or above will be given bumping rights. If three years of rankings are not available, the district will use an average of available years. In order to bump, a teacher must be certified in the position they seek to move into and must meet all state and federal requirements necessary to hold that position.
- 4.2 In the event a teacher eliminated through RIF is certified to hold a position other than the one being eliminated, said teacher may bump another teacher in that position, as long as the teacher has seniority over that person and has an effective score that is greater than the other teacher.

- 4.3 If the effective score of the teachers in the affected positions are identical then the following, in this order, shall control bumping:
- a. Seniority in the District (as stated above).
 - b. The number of certifications held.
 - c. Total years of teaching experience.

Article V – Procedures for Reduction in Force

- 5.1 Action by Superintendent – The superintendent, upon receipt of the board’s preliminary determination of the necessity for a reduction in force, or upon the superintendent’s own decision, shall submit to the board the superintendent’s written recommendations for eliminating particular teaching positions. In making recommendations, the superintendent (a) shall not be limited to considering only positions in the areas or programs designated by the board and (b) shall consult with the deputy superintendent, if any, and each relevant principal and administrator in whose school or unit position elimination is proposed and (c) shall take into consideration the criteria set out herein.
- 5.2 Action by Board – In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent’s recommendation, the board may initiate action without such recommendation provided that it adheres to the other provisions of this Reduction in Force Agreement.
- 5.3 Notice and Hearing Procedures – Prior to taking any action to non-reemploy a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own decision, the board shall provide written notice and an opportunity for hearing to the affected teacher; provided however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher’s contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures for teachers other than temporary teachers shall be the same as those provided by Oklahoma law regarding non-reemployment of teachers. Notice of a recommendation of non-reemployment shall be given to the teacher prior to the applicable deadline set by law.
- 5.4 Board Hearing – At the board hearing, evidence may be presented by the administration and the teacher, as to (a) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the District and (b) whether the recommendation to not renew the specific-teacher is being made in good faith under this Reduction in Force Agreement.
- 5.5 Effect of Board Decision – The decision of the board based on the evidence presented at the hearing shall be final and non-appealable.

Article VI – Re-employment or Other Employment After Reduction in Force

- 6.1 Recall – For one school year after the effective date of non-reemployment due to a reduction in force, the board of education shall not fill positions eliminated through

reduction in force without first offering such positions to the non-reemployed and eligible teachers. In order to be an “eligible teacher” for recall, the teacher, at the time of reduction in force, must have had an effective evaluation rating, for the time period used, and be certified and qualified to teach in the open position. Recall shall be in the reverse order of the reduction in force. In the event one or more teachers eligible for recall are equal in all criteria used in the reduction procedure, the superintendent/superintendent designee shall have authority to select the teacher believed to best fit the needs of the district.

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

SECTION IV WORKING CONDITIONS WORKING CONDITIONS

Article I – Personnel File

- 1.1 There shall be one personnel file on each employee. This file shall be located in the superintendent’s office. The file shall contain all evaluation reports, current contracts, current transcripts, current teaching certificates, letters of recommendation, letters of criticism and commendation, an annual summary of staff development points, and documentation of unused sick leave. A file containing only the certificates, loyalty oaths, and up-to-date transcripts for each teacher shall be kept in the site principal’s office. Additional records will be added as required by the State Department of Education.
- 1.2 Employees shall have the right, upon request, to review the contents of their personnel file and to make a copy of any documents contained therein. Such review shall be made at a mutually agreed time when one would not miss class time.

- 1.3 A copy of material to be placed in the employee's personnel file shall be provided for the employee and the employee shall have the right to enter, and have attached to any statement, his/her own comments.
- 1.4 An employee reviewing the contents of his/her personnel file shall be entitled to have a representative of his/her choice accompany him/her during such a review. An employee may authorize, in writing, that a representative of his/her choice conduct such review on behalf of the employee.
- 1.5 Only those persons designated by Oklahoma Statute and/or this article shall have access to the employee's personnel file. All personnel file examinations shall take place in the Superintendent's office, and in the presence of the Superintendent or his/her designee.
- 1.6 The District shall keep a log indicating the persons who examine a personnel file as well as the dates such examinations were made. Such log shall be available for examination by the employee or his/her authorized Association representative.
- 1.7 At the time material is determined to be indeed false, then it shall be removed from the file.
- 1.8 Upon mutual agreement between the teacher and the administration, material may be removed from the file.

Article II – Complaints

- 2.1 Any complaint that is to be placed in a teacher's file shall be signed by the party complaining.

Article III – Preparation Time

- 3.1 Classroom teachers in grades six (6) through twelve (12) shall be scheduled for preparation time of one (1) class period each day unless prior arrangement and compensation are made.
- 3.2 Classroom teachers in grades Pre-kindergarten (Pre-k) through five (5) shall be scheduled for a minimum of two hundred twenty-five (225) minutes of preparation time each five (5) day week.
- 3.3 All preparation time shall be within the student day. Preparation time for classroom teachers in grades Pre- kindergarten (Pre-k) through five (5) shall be scheduled during the times that the students are under the supervision of the specialized teachers such as music, library, music and physical education.

Article IV – Teaching Facilities

- 4.1 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 conditions as determined by proper regulatory authority.

- 4.2 In each building, the Board shall seek to provide a teacher work/lounge area. Teachers will keep the work/lounge area generally clean, free of clutter, used dishes, utensils, etc. They will not be required to sweep or empty trashcans.

Article V – School Calendar

- 5.1 The Board shall make available to the ECPEA Executive Committee a copy of the school calendar before adoption for the ensuing year.

Article VI – Notification of Assignment

- 6.1 Each teacher will be able to obtain his/her next year's tentative teaching assignment prior to the last day of school. In the event a change of assignment is needed, the affected teacher will be consulted prior to the June board meeting if possible. Any teacher affected by a change in assignment shall have the option to resign without penalty prior to fifteen (15) days after the first Monday in June, according to state law.

Article VII – Right to Representation

- 7.1 If, during a conference between an administrator and a teacher, either the administrator or the teacher feels that it would be to his/her advantage to have a witness present, he/she may adjourn the conference and it shall be rescheduled.

Article VIII – Teacher Work Day

- 8.1 Providing that assigned duties and professional responsibilities related to the proper functioning of the school do not require otherwise, teachers shall report for work fifteen (15) minutes before the student day begins and shall remain at work thirty (30) minutes after the student day ends or thirty (30) minutes before the student's day begins and shall remain at work fifteen (15) minutes after the student day ends, according to site duty schedules. Exceptions will be made for periodic professional assignments, conferences, meetings, and responsibilities.
- 8.2 The daily teaching load in the junior and senior high school shall be seven (7) teaching periods during a eight (8) period day. (45 min. periods)

Article IX – Class and Activity Sponsorships

- 9.1 Two (2) Class sponsorships shall be filled on a volunteer basis. If no volunteers, then sponsorships will be on a rotating basis as determined by the building principal. Activity sponsorship shall be filled on a volunteer basis.
- 9.2 Teachers will be compensated for these activities.

Article X – Teacher Handbook

- 10.1 An updated teacher’s handbook shall be made available to each teacher at the beginning of each school year in some form. A hard copy must be presented to the association president at the beginning of each school year. This folder shall contain, but not be limited to, the following items: student handbook, teachers’ handbook, complete copy of the negotiated agreement, emergency plans and the staff development program. A copy of the Board Policy can be accessed at each building site through the building principal.

Article XI – Substituting During Preparation Time

- 11.1 Under normal circumstances, teachers will not be required to cover a class or undertake other assignments during their preparation time. In the event no substitute can be found, volunteers will be solicited to cover during their preparation times. If no one volunteers, the administrator in charge will assign teachers to cover during preparation time on an equitable basis. Teachers who cover a class shall be reimbursed if a timesheet is turned in by the 20th of each month. (See Compensation, Article III.)
- 11.2 Two teachers may, however, agree to exchange covering of classes and shall not be in violation of this article. After working out such an agreement, the teachers involved in such agreement shall obtain approval from their immediate supervisor prior to the exchange. In cases of such agreement, no compensation shall be paid nor shall leave time be charged. The agreement shall be limited to one class period per day for high school teachers and one hour per day for elementary teachers.

Article XII – Vacancies

- 12.1 The Superintendent shall cause notices of vacancies of any professional position to be emailed to the ECP faculty on Friday following the verification of an opening. Any new positions, including supervisory positions, shall be posted in like manner. All such notices shall contain the date of posting, a brief job description, a statement of minimum qualifications and the salary range. Faculty members contemplating a request for a transfer shall notify the Superintendent in writing within five (5) working days after the date of posting. Before any vacancies are filled, the teachers expressing an interest in the position shall be interviewed by the Superintendent/Principal if qualified. During the months of June, July, and August, the vacancies will be posted on the school web site.

Article XIII – Involuntary Transfer

- 13.1 If it becomes necessary to fill a vacancy by an involuntary transfer or reassignment, a meeting will be held between the teacher involved and the Principal. If the teacher objects to the transfer, reasons for the objection will be presented in writing to the Superintendent. The teacher shall receive a written response from the Superintendent. The Superintendent shall make the final decision.

Article XIV- Keys

- 14.1 All teachers shall be supplied with keys to their assigned building, classroom, workrooms, or any other area to which they require access in order to fulfill their responsibilities. Teachers shall retain their keys as long as they are employees of the district.

Article XV – Staff Development

- 15.1 A majority of the members of the staff development committee shall be classroom teachers. The teacher members shall be selected on a volunteer basis and a list will be provided by the Association. The staff development chairperson shall be chosen by the staff development committee.

Article XVI – Open Campus

- 16.1 Teachers may leave campus during a duty free lunch period. During preparation time, a teacher may leave campus upon prior approval of principal.
- 16.2 Each teacher will be provided with as much duty free lunchtime as is possible each day. The principal, following input from the teachers, shall establish an equitable duty rotation for the teachers.
- 16.3 Each certified employee shall pay only \$2 for each adult meal.

Article XVII – Telephone

- 17.1.1 A telephone shall be provided in each teacher's work/lounge area, provided it is not abused.

Article XVIII – Student Discipline

- 18.1 Each employee shall be provided on the first day of each work year with access to copies of the Board's policies, guidelines, and regulations concerning student behavior and discipline, and the duties, responsibilities, and relationships of all personnel regarding their enforcement. This information may be included in the employee handbook.
- 18.2 When a pupil is interfering with the teaching or learning process, the teacher may request to the administrator in charge that the pupil be removed from the classroom. If the student is removed from the classroom, the student will not be returned to the classroom until a conference has been held between the administrator, the teacher, and the student. Such conferences may include the parent, if deemed necessary by the administrator.
- 18.3 Teachers shall be given the opportunity for input on the student handbook, including but not limited to, the discipline policies and class schedules.

Article XIX – Grades

- 19.1 Grades assigned to students shall be determined by the teachers in each class for which they are responsible. If a mistake is made in the assignment or recording of a grade for a student, the teacher and the administrator in charge shall consult on the correcting of the mistake. If the teacher no longer works for the district, the administrator shall reserve the right to change the grade.

Article XX – Parent/Teacher Conferences

- 20.1 Determination of parent/teacher conference days will be made by the Board of Education.
- 20.2 Teachers shall be required to be in attendance for no more than eight (8) hours in one day. In the event conferences are split between two days, the total number of hours shall not add up to more than eight (8) hours.

Article XXI – Supplies

- 21.1 The Board shall seek to provide copy machines and adequate paper and toner, as well as chalk, erasers, pens, staples, etc. for the classroom. At the beginning of the school year, the district shall provide a sufficient number of desks, textbooks, workbooks, work texts, and other consumable materials, if funds are available.
- 21.2 Each teacher shall be provided with a budget of one hundred twenty-five dollars (\$125) for the purchase of classroom supplies. All requests for reimbursement shall be provided to the district by December 1st.

Article XXII – Non-Discrimination

- 22.1 The Board and the Association agree not to discriminate against any person for participation or non-participation in the bargaining process.

Article XXIII – Work Year

- 23.1 The teacher work year shall be based either on a traditional instructional calendar or a days-to-hours instructional calendar.
The traditional calendar shall include a minimum of one hundred seventy-two (172) days; including one hundred sixty-six (165) instructional days, plus five (6) professional days and one (1) work day.

If the board of education adopts a days-to-hours instructional calendar, it shall include a minimum of one thousand eighty (1080) instructional and professional hours as defined by state statute. This will include all the student instructional hours, plus five (5) professional days and one (1) work day.

Article XXIV – Faculty Meetings

- 24.1 Faculty meetings will be held as needed. Except in case of emergency or other unforeseen problems, notices will be given twenty-four hours in advance.

SECTION V LEAVE

Article I – Sick Leave

- 1.1 Sick leave benefits shall be in accordance with the School Laws of Oklahoma. A teacher may be absent from his or her duties due to personal accidental injury, illness, or pregnancy, accidental injury or illness in the immediate family without the loss of salary. A teacher shall be granted ten (10) days, eleven (11) days for eleven month teachers, twelve (12) days for twelve month teachers, each school year. The right to such leave shall vest at the beginning of the school year. Unused sick leave days may accumulate to a maximum of seventy (70) days.
- 1.2 After exhausting all sick leave, a teacher may be absent due to personal accidental injury, illness, or pregnancy up to an additional twenty (20) days. During such period the teacher shall receive full contract salary less the amount normally paid a non-certified substitute teacher, as per state law.
- 1.3 Upon a teacher's retirement from the district, the Board shall report to the Oklahoma Teachers Retirement System all days earned by that teacher, up to a maximum of one hundred and twenty (120) days.
- 1.4 Each teacher shall be given an accounting of his/her sick leave at the beginning of each school year.
- 1.5 Article XII (Sick Leave Sharing Program) of this section.
- 1.6 Semester Attendance Incentive: Teachers using three (3) or less days of sick or personal leave days per semester will be paid an attendance incentive of one hundred and fifty dollars (\$150) at the end of each semester. (Days donated to the sick leave sharing program are the same as days used for purposes of the attendance incentive.)

Article II – Personal Business Leave

- 2.1 The Board shall grant three (3) days personal business leave to each teacher each year without loss of pay. The Board shall grant two (2) days personal business leave to each teacher whereby the teacher bears the cost of the substitute. Personal business leave is exclusive of and in addition to, the regular allowance for sick leave and is non-

accumulative. Personal business leave may be used at the discretion of the employee. Except in cases of emergency, personal business leave shall not be the first or last week of school, immediately preceding or following a holiday period, or during nine weeks or semester tests.

- 2.2 The teacher shall request personal leave from the building principal with at least 24 hour notice. Teacher must receive approval before taking the leave.

Article III – Professional Leave

- 3.1 Upon approval of the administration, the district will provide for a substitute for any employee who attends a workshop, in-service training, or any other meeting for school purposes. The cost of the substitute shall not be deducted from the employee's compensation.
- 3.1a Upon approval of the administration, the district will provide for a substitute for any employee who attends a school activity as an official representative of the district.
- 3.2 Upon approval of the administration, the district shall provide for a substitute for any employee who attends any meeting of a county, state, or national education related board, committee, or commission to which the employee has been elected or appointed. The cost of the substitute shall not be deducted from the employee's compensation.

Article IV – Leave of Absence

- 4.1 The Board may grant a career employee a leave of absence for up to one (1) year.
- 4.2 Application for leave of absence without pay, which is to be effective at the beginning of a school year, will be made on or before May 1. Applications, which are to be effective other than at the beginning of a school year, should be made at least three (3) months before the requested effective date. In the event that the above dates for application cannot be met, the teacher shall still receive consideration of his/her application.
- 4.3 A certified teacher on approved leave of absence will be reinstated at a salary level no lower than that attained at the time the leave was granted.
- 4.4 Sick leave, which has accrued previous to approved leave of absence, shall be reinstated. Additional sick leave or personal leave shall not be granted for the period of leave.
- 4.5 Upon return from an approved leave of absence the employee will be assigned to the same position that he/she held prior to such leave if the position still exists. If the position has been eliminated the returning teacher's assignment will be in accordance with the reduction-in-force policy.

Article V – Emergency School Closing

- 5.1 When conditions require the closing of Elmore City-Pernell Schools due to bad weather or other lawful emergencies, no leave days previously arranged for that day by a teacher shall be deducted.
- 5.2 The teacher’s work year will not be reduced if an emergency school closing results in school days not being made up unless waived by the State Department of Education and/or Legislature.

Article VI – Legal Leave

- 6.1 Teachers who are summoned to jury duty shall not suffer loss of pay or leave time because of such summons.
- 6.2 Teachers who are subpoenaed as a witness in a criminal, civil or juvenile case shall not suffer loss of pay or leave time because of such subpoena.

Article VII – Military Leave

- 7.1 State Statutes will be observed regarding military leave.

Article VIII – Emergency Leave

- 8.1 Each teacher will be granted five (5) days paid emergency leave each school year. Emergency leave may be taken for emergency situations such as but not limited to:
 - 8.2 1. Incidents or circumstances, which result in significant damage by unexpected, acts or forces.
 - 8.3 2. Illness or injury presenting a substantial likelihood of loss of life, limb, or significant bodily function to:
 - A. Members of the certified employee’s immediate family as defined in “Sick Leave” or
 - B. Grandparents and grandchildren of the employee and/or employee’s spouse.
 3. Using emergency leave for illness shall be limited to the first day of the occurrence. After that, sick leave shall be used.
- 8.4 In case of a disagreement between the Building Principal and the teacher, a grievance may be filed by the teacher as according to the grievance policy.

Article IX – Maternity/Paternity Leave-Family Medical Leave

- 9.1 Reasons for Leave: Eligible employees may apply for this leave for the following reasons:
 - A. In the event of a birth of a child of the employee, to take care of that child.

- B. In the event of placement of a child with the employee for adoption or foster care.
 - C. In order to care for the spouse, a child, or parent of the employee due to a serious health condition; or
 - D. In the event of a serious health condition of the employee that makes the employee unable to perform the functions of the employee's job.
- 9.2 Eligible Employees: An eligible employee is one who has worked in the District for at least twelve (12) months and 1,250 hours. Leave requested under 1.A or 1.B must begin and end within twelve (12) months of the birth or placement. Eligible employees may qualify for up to twelve (12) weeks leave in any twelve-month period under the requirements of this policy.
- 9.3 Nature of Leave: This leave is an unpaid leave, provided:
- A. For leave requested under 1.A, 1.B, the District may require the employee to substitute any accrued paid vacation, personal business or family leave provided by the District; or
 - B. For leave requested under 1.C, 1.D, the District may require or the employee may choose to substitute any accrued paid vacation, personal business, medical or sick leave provided by the District.
- 9.4 Procedures: An employee shall apply for the leave by filling out the Family and Medical Leave Request Form located in the central office. Upon verification by the District, the leave requested shall be granted, provided:
- 9.5 Verification: In the case of leave requested under 1.C or 1.D, the District retains the right to require verification by the appropriate health care provider. It is the responsibility of the requesting employee to provide a copy of such verifications to the District when requested.
- Proper verification shall state:
- A. date on which the condition began;
 - B. the probable duration of the condition;
 - C. the medical opinion of the health care provider;
 - D. for leave requested under 1.C, a statement that the employee is needed to care for the appropriate individual; and
 - E. for leave requested under 1.D, a statement that the employee is unable to perform the functions of the position.
- At the District expense, the District may require the employee to obtain a second opinion of a health care provider designated or approved by the District. If the two opinions differ, the District may require at District expense that the employee obtain a third opinion of a health care provider designated or approved jointly by the District and the employee. The opinion of the third health care provider shall be final and binding.
- 9.6 Notice: Employees should apply for leave as soon as the employee is aware of the need for the leave. In the case of birth or placement of a child, application should be made at least thirty (30) days in advance of the day the leave is requested to begin. In the case of a serious health condition as defined in 1.C or 1.D, if planned medical treatment is the

basis for the leave the employee should schedule the treatment in a manner that will not be disruptive to the efficient operation of the District. Application should be made at least thirty (30) days before the date the leave is to begin or as soon as practicable.

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

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

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

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

FAMILY AND MEDICAL LEAVE REQUEST FORM

Date _____

Name _____

Position _____

Type of leave requested (please be specific)

1. birth of a child of the employee, to take care of that child

2. placement of a child with the employee for adoption or foster care

3. to care for the spouse, a child or parent of the employee due to a serious health condition

4. a serious health condition of the employee

Date you wish leave to begin _____

Date you expect to return to work _____

If leave is requested under 3, or 4, above, please give name and address of health care provider with the knowledge of the health condition.

Received by _____

Date _____

Article X – Association Leave

- 10.1 The Board shall grant ten (10) 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 with the Association bearing the cost of the substitute.
- 10.2 The Association president will advise the Superintendent of the Association’s intention to use Association leave days at least one (1) day prior to the day the leave is to be taken. The teacher taking such leave shall suffer no loss in salary, benefits, or other contractual or statutory advantage to which he/she is entitled.

Article XI – Notification of Absence

- 11.1 The Building Principal shall provide each employee with the telephone number to be utilized by the employee for notification of absence from work. Such notice of absence shall be reported, if possible, by 6:30 a.m. on the day of absence or earlier to insure substitute coverage. (See article 2.2 for personal business leave.)

Article XII – Sick Leave Sharing Program

- 12.1 This regulation implements and supports the Leave Sharing Program Policy established by the Board of Education and the Education Association. For the purposes of this regulation, the following definitions shall apply:
 - A. Definitions:
 - “Relative of the employee” means a spouse, child, stepchild, grandchild, grandparent, step parent, or parent of the employee.
 - “Household members” means those persons who reside in the same home and who have duties to provide financial support to one another. The term includes foster children and legal wards even if they do not live in the household.
 - “Severe” or “extraordinary” means serious, extreme or life-threatening.
 - “District employee” means a teacher or any full-time employee of this school district.
 - B. In order for an employee to participate in the shared leave program, the employee must: Meet the criteria described in this regulation; and have abided by district policies regarding the use of sick leave.
 - C. An employee may donate sick leave to another employee pursuant to the following conditions: In order for employees to participate in the shared leave program, the receiving employee must have exhausted, or will exhaust, all sick leave due to an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature, and which involves the employee, a relative of the employee or a household member. The condition must have caused, or is likely to cause, the employee to take leave without pay or to terminate employment.

- D. Employees may not donate excess sick leave that the donor would not be able to otherwise take. Employees may receive a maximum of thirty (30) days of donated sick leave per year.
- E. Prior to using donated sick leave, an employee requesting donated sick leave pursuant to this policy must provide a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- F. When using donated sick leave, the receiving employee shall be paid the regular rate of pay normally paid to the receiving employee. Shared sick leave usage records will be maintained separately from and in addition to the regular sick leave records.
- G. Shared or donated sick leave may be used only by the recipient for the purposes specified in this policy.
- H. After all sick leave days, including the additional twenty (20) days that a teacher pays the cost of the substitute, have been exhausted, the employee may then utilize up to a maximum of thirty (30) shared sick leave days per year, as donated to them by other employees.
- I. Any shared sick leave not used by the recipient during each occurrence of shared sick leave use shall be returned to the donating employee. If more than one employee donated sick leave to the recipient and all the donated sick leave was not used, the remainder will be prorated to the credit of the donating employees.
- J. An employee may donate no more than two (2) sick leave days per incident. Any employee with less than twenty (20) days cumulative sick leave will be ineligible to donate sick leave days.
- K. Participation in this policy is strictly voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave days for the purpose of this policy.

Article XIII – Bereavement Leave

- 13.1 Bereavement Leave shall be used for bereavement for immediate family as described by our contract. Each employee will receive five (5) bereavement days each year.

SECTION VI

COMPENSATION

COMPENSATION

Article I – Salary Schedule

- 1.1 For the 2018-2019 contract year, each teacher employed by the Elmore City-Pernell Schools shall be paid in accordance with the compensation schedule negotiated between the Association and the Board. Compensation shall be paid by the minimum salary scale. Additional years beyond twenty-five (25) will receive an additional step of \$250 per year, up to 35 years of experience. No teacher shall be paid less than they received in 2017-2018 unless they have experienced a reduction in duties or full-time status.
- 1.2 Employees on extended year contract shall be paid their daily rate of pay for each additional day contracted. Employees working in State or Federally funded programs shall receive additional compensation as required by the governing agency.
- 1.3 Each teacher will be given credit for all years taught in a state-accredited school in Oklahoma. A teacher shall also be accredited with additional experience for out-of-state teaching experience or any other type of service recognized by the State Board of Education for increment, retirement or certification purposes.
- 1.4 If negotiations have been completed teachers shall be placed on the appropriate place on the salary schedule at the beginning of the school year. If negotiations have not been completed at the beginning of school, the teacher shall, upon completion of negotiations, be placed retroactively on the appropriate place on the salary schedule.
- 1.5 Upon receipt of appropriate documentation the superintendent shall cause the teacher's placement on the salary schedule to be updated and that teacher's pay rate to be adjusted.

Article II – Extra-curricular Assignment Compensation

- 2.1 Teachers who have extra duty or extracurricular assignments shall be compensated.
- 2.2 If a group activity requires the sponsor to supervise out-of-town functions, the sponsor should be reimbursed for hotel, mileage, and meals with prior approval of administrator in charge.
- 2.3 Coaches and sponsors of organizations attending clinics for their activity should have dues and expenses (\$40 per day for meals, \$125 per day for lodging) paid for attending these activities **with prior approval of administration**. Receipts will be required for reimbursement.

- 2.4 Any sponsor who must belong to an organization in order for the students to participate in state competition or other activities should have fees paid by the school district.
- 2.5 The Board shall reimburse teachers at the IRS allowable rate for use of their personal automobile on school business or activities, provided that prior approval for such automobile use has been received from the superintendent or his designee. Record of such mileage shall be turned in to the Superintendent's office and the reimbursement will be paid as soon as it can be processed.

Article III – Compensation for Covering Classes

- 3.1 Any employee who is required to cover a class which results in his/her forfeiting his/her preparation period or duty-free lunch time shall be compensated at the rate of \$12/class period if a timesheet is turned in by the 20th of each month.

Article IV – Pay Date

- 4.1 Pay date will be the first day of the month unless a pay date falls on or during a federal holiday or weekend.

Article V – Passes for School Events

- 5.1 Passes shall be made available to all employees for all local school events. The pass shall admit the employee and his/her immediate household and shall be non-transferable.

Article VI – Health Insurance

- 6.1 The District shall pay one-third (1/3) of the individual premium of the district's chosen health care plan for all employees desiring coverage if the state does not.

Article VII – Vision Insurance

- 7.1 The District shall pay the individual premium of the chosen vision plan for all employees desiring coverage.

Article VIII – Grant Writing

- 8.1 Any teacher who writes, prepares and submits an application for a grant, with prior written approval of the Superintendent, may receive as additional compensation a sum equal to 10% of the amount of funds actually received by the District from the grant. For purposes of this additional compensation, a "grant application" is an application for additional federal or private funds that requires an expenditure of a significant amount of time outside of the regular school work day to properly analyze, gather information and statistics, interpret and complete. No money shall come from the general fund if funds are available within the grant.

SECTION VII

GRIEVANCE PROCEDURES

GRIEVANCE PROCEDURES

Article I – Definitions

- 1.1 A grievance is a complaint by an employee or employees or the Association regarding the interpretation or application of any provision in this Agreement.
- 1.2 The term “grievant” shall mean the person or persons making the complaint. The Association may act as a grievant on articles dealing with Association Rights. In addition, the Association may act as a grievant on any other article of the Agreement, provided the Association votes to act in such a capacity.
- 1.3 The term “days” shall mean contract 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.
- 1.4 A “party of interest” is the person or persons making the claim or any person who might be required to take action, or the person against whom action might be taken in order to resolve the claim.

Article II – Purpose

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

Article III – Individual Rights

- 3.1 Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as such disposition is not inconsistent with the terms of this Agreement.
- 3.2 A grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by an Association representative selected by the Association, or by a person of his/her choice. In addition, the grievant may be accompanied by a person of his/her choice for advice and/or counsel. If an aggrieved party is not represented by the Association, the Association representative shall have the right to be present and to state the Association’s views at all stages of the grievance procedure.
- 3.3 Any grievance shall be submitted not later than twenty (20) days of the knowledge of the alleged violation.

Article IV – Procedure

- 4.1 Time Limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
- 4.2 Stage I: The grievant may present the grievance in writing to the employee’s supervisor who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The supervisor must provide the grievant with a written answer concerning the grievance within two (2) days after the meeting.
- 4.3 Stage II: If the grievant is not satisfied with the disposition of the grievance at Stage 1, or if no decision has been rendered within five (5) days after the presentation of the grievance at Stage 1, or if the grievance was instituted at Stage II, the Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his/her receipt of the appeal.
 - 4.3.1 The parties in interest shall have the right to include in their representation, such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent will have five (5) days to provide his written decision, together with the reasons for the decision, to the grievant.
- 4.4 Stage III: If the grievant is not satisfied with the decision at Stage II, or if no decision has been rendered within ten (10) days of the Stage II hearing, then the grievance may be referred to the Board. Within ten (10) days of the receipt of an appeal, the Board will arrange for a hearing with the grievant or the Association to take place. Within five (5) days after the conclusion of the hearing, the Board shall provide its decision, together with the rationale for the decision, in writing to the grievant.

Article V – Reprisals

- 5.1 No reprisals of any kind by the administration, board or the association, will be taken against any teacher because of his/her participation in this grievance procedure.

Article VI – Cooperation of Board and Administration

- 6.1 The Board, the Administration, and the Association will work cooperatively in investigating a grievance and will make available to each other such information deemed necessary to process the grievance as long as providing said information does not compromise the rights of any individual or organization.

Article VII – Released Time

- 7.1 Should it be agreed by the Board and the Association that the investigation or processing of any grievance requires that a teacher be released from his/her regular assignment,

he/she shall be released without loss of pay or benefits. Payment of substitute shall be paid by the Board.

Article VIII – Personnel Files

- 8.1 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Article IX – Grievance Forms

- 9.1 Forms for filing a grievance, as agreed upon by the negotiating teams, will be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. (See Appendix E: Grievance Form)

Article X – Confidentiality

- 10.1 No meetings or hearings under this procedure, with the exception of the Stage II (Board level) hearing, shall be conducted in public. Meetings and hearings shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Agreement.

SECTION VIII EVALUATION EVALUATION

Article I - General Provisions

- 1.1 Teacher evaluation in the Elmore City-Pernell School District shall emphasize achievement of improved instruction and professional growth by all certified personnel. Thus, observation and evaluation of teacher performance shall be used first for the purpose of providing to the teacher suggestions and assistance on generally accepted criteria for effective teaching for determining whether teaching performance meets with the degree of excellence required for continued employment.
- 1.2 Personnel evaluation shall be a developmental and continuous process consistent with the provisions set forth herein, and shall measure the performance of each employee according to the established criteria of each employee position.
- 1.3 The procedure for evaluation and instrument of evaluation shall be the Tulsa Evaluation Model.
- 1.4 The use of monitoring devices, public address systems, and similar surveillance devices shall be strictly prohibited.

- 1.5 An employee may appeal this evaluation process through the grievance procedures set forth in this Agreement.
- 1.6 An employee shall have the right to have a representative of his/her choice present during any evaluation conference, as does the administrator.

Article II – Responsibility for Evaluation

- 2.1 To insure valid and reliable evaluation throughout the District, the employer will provide, as required by the SDE, for the formal training of evaluators in techniques of evaluation. No employee shall be evaluated unless this training has been completed and by the assigned evaluator and certified by the employer. Access to written documentation of this training shall be available upon request.
- 2.2 Within each school building, the assigned building administrator shall be responsible for the evaluation of each employee assigned solely to that school building.
- 2.3 No evaluation or observation shall unduly interfere with the normal teaching – learning process.
- 2.4 Designation of one evaluator shall be given when a teacher is supervised by more than one administrator.
- 2.5 Within two weeks after the beginning of each school term, the building principal or appropriate supervisor shall hold a meeting to acquaint each professional staff member under his/her supervision with the evaluation procedures, standards, and instruments and advise each professional staff member as to the designated supervisor who will observe and evaluate his/her performance. (This may be implemented during the in-service days, which precede each school year.) The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed.
- 2.6 A new professional staff member or professional staff member re-assigned after the beginning of the school term shall be notified by the appropriate supervisor of the evaluation procedures in effect. Such notification shall be within two weeks of the first day in the new assignment.
- 2.7 No teaching staff member (except teaching principals) shall evaluate, or participate in any way, in the evaluation process of any other professional staff member.

Article III – Frequency of Evaluation

- 3.1 All probationary teachers (those who have completed less than three full years in the Elmore City-Pernell School system) will be formally evaluated twice during the school year. The first evaluation will be completed no later than the end of the first semester, and the second evaluation will be completed by April 30. All career teachers'

evaluations will be completed prior to April 30. Additional formal evaluations would be allowable under the requirements of a plan of improvement.

- 3.2 Every teacher shall be evaluated once a year, except for career teachers receiving a district evaluation rating of “superior” or “highly effective”, under the TLE, may be evaluated once every (3) years.

Article IV – Evaluation Criteria

- 4.1 All criteria associated with the Tulsa Evaluation System will be implemented as the evaluation procedure of Elmore City-Pernell Public School Teachers beginning with the 2012-2013 school term.
- 4.2 The Tulsa Model Handbook will provide the guidelines and timelines for implementation (Appendix D-3).
- 4.3 Any complaint made against an employee by any parent, student, or other person which does or may influence, in any manner, the evaluation of the employee shall be promptly called to the attention of the employee. The employee shall be afforded the opportunity to answer or rebut such complaint.
- 4.4 Evaluation of performance shall not be based upon non-school related personal activities.
- 4.5 Any disciplinary action, termination, or non-renewal of an employee shall be subject to applicable Oklahoma statutes.

Article V – Process of Evaluation

- 5.1 The process of evaluation shall include observations of the work of the employee by the evaluator.
- 5.2 Observation procedures:
 - 5.2.1 At least two (2) observations for career teachers or four (4) observations for probationary teachers (See Appendix D-1) shall be required in the formal evaluation of all employees. Such observation shall involve a minimum of twenty (20) minutes to do a thorough, fair, and equitable evaluation.
 - 5.2.2 A minimum 24-hour advance notice shall be given for the first formal observation. The second observation will be determined by the building principal. In case of an emergency or other problem that might arise, such notice could be waived by agreement.
 - 5.2.3 An observation conference will be held within five (5) school days with the building principal and teacher.
- 5.3 Evaluation conference:
 - 5.3.1 A written Evaluation Report shall be prepared by the evaluator following the completion of the process described herein and in accordance with the timelines prescribed herein.

- 5.3.2 An evaluation conference will be held within ten (10) working days of the second observation unless postponed by mutual agreement.
- 5.3.3 At the evaluation conference, a true copy of the evaluation report, with the evaluator's signature thereon, shall be presented to the employee. Receipt of such evaluation shall be acknowledged by his/her signature thereon. The employee's signature does not necessarily mean agreement with the evaluation, by rather awareness of the content.
- 5.3.4 Within ten (10) working days of the evaluation conference and receipt of the Evaluation Report, the employee may make a written response to the evaluation, and said response shall be made a part of the evaluation record.
- 5.3.5 One copy of the finalized Evaluation Report, signed by the evaluator and employee, shall be retained by the employee, and one copy shall be retained for the employer for the placement in the employee's personnel file. Any and all other copies of the Evaluation Report shall be destroyed.
- 5.3.6 All data collected on the observation form (Appendix D-1) shall be shared in writing and discussed with the employee.
- 5.3.7 If an administrator believes a teacher's performance may lead to discipline, dismissal, or non-renewal, the administrator shall give the teacher clear warning of possible consequences of the teacher's unacceptable behavior.
- 5.3.8 A teacher may request an additional observation, which shall be conducted consistent with the process of evaluation herein described.
- 5.4 PDP: (Professional Development Plan)
- 5.4.1 If a PDP is recommended by the evaluator, such written plan shall be developed by the evaluator and employee within ten (10) working days of meeting, if it is not developed at the time of the evaluation conference. Such plan shall include specific suggestions and recommendations for increasing the quality of the employee's performance.
- 5.4.2 A reasonable time for improvement shall be given not to exceed two months.
- 5.4.3 The evaluation report of the employee's plan for improvement shall be attached to the original evaluation report and placed in the employee's personnel file.
- 5.4.4 Subsequent evaluation reports, which fail to note the same specific deficiency, shall be interpreted to mean adequate improvement has taken place.
- 5.4.5 If additional observations are deemed necessary, an evaluation conference shall be scheduled in accordance with Article 5.3.

APPENDICES

APPENDIX A

SALARY SCHEDULE

HB1023xx Minimum Salary Schedule + Elmore City-Pernell years 26-35

Years of Experience	Bachelor's Degree	National Board Certification	Master's Degree	Master's +	
				National Board Certification	Doctoral Degree
0	\$36,601	\$37,759	\$37,991	\$39,149	\$39,381
1	\$37,035	\$38,193	\$38,425	\$39,583	\$39,815
2	\$37,469	\$38,628	\$38,859	\$40,018	\$40,249
3	\$37,904	\$39,062	\$39,294	\$40,452	\$40,684
4	\$38,338	\$39,496	\$39,728	\$40,886	\$41,118
5	\$38,810	\$39,968	\$40,200	\$41,358	\$41,590
6	\$39,273	\$40,432	\$40,663	\$41,822	\$42,054
7	\$39,737	\$40,895	\$41,127	\$42,285	\$42,517
8	\$40,200	\$41,358	\$41,590	\$42,749	\$42,980
9	\$40,663	\$41,822	\$42,054	\$43,212	\$43,444
10	\$41,684	\$42,844	\$43,568	\$44,728	\$45,945
11	\$42,177	\$43,336	\$44,061	\$45,221	\$46,438
12	\$42,670	\$43,829	\$44,554	\$45,713	\$46,931
13	\$43,162	\$44,322	\$45,047	\$46,206	\$47,424
14	\$43,655	\$44,815	\$45,539	\$46,699	\$47,916
15	\$44,167	\$45,327	\$46,052	\$47,212	\$48,430
16	\$44,660	\$45,820	\$46,545	\$47,705	\$48,923
17	\$45,153	\$46,313	\$47,038	\$48,198	\$49,416
18	\$45,646	\$46,806	\$47,531	\$48,691	\$49,909
19	\$46,139	\$47,299	\$48,024	\$49,184	\$50,402
20	\$46,652	\$47,813	\$48,538	\$49,698	\$50,917
21	\$47,145	\$48,306	\$49,031	\$50,192	\$51,410
22	\$47,639	\$48,799	\$49,524	\$50,685	\$51,903
23	\$48,132	\$49,292	\$50,018	\$51,178	\$52,397
24	\$48,625	\$49,785	\$50,511	\$51,671	\$52,890
25	\$50,049	\$51,232	\$51,971	\$53,153	\$54,395
26	\$50,299	\$51,482	\$52,221	\$53,403	\$54,645
27	\$50,549	\$51,732	\$52,471	\$53,653	\$54,895
28	\$50,799	\$51,982	\$52,721	\$53,903	\$55,145
29	\$51,049	\$52,232	\$52,971	\$54,153	\$55,395
30	\$51,299	\$52,482	\$53,221	\$54,403	\$55,645
31	\$51,549	\$52,732	\$53,471	\$54,653	\$55,895
32	\$51,799	\$52,982	\$53,721	\$54,903	\$56,145
33	\$52,049	\$53,232	\$53,971	\$55,153	\$56,395

34	\$52,299	\$53,482	\$54,221	\$55,403	\$56,645
35	\$52,549	\$53,732	\$54,471	\$55,653	\$56,895

APPENDIX B

PROCEDURAL AGREEMENT

PROCEDURAL AGREEMENT

This Agreement is made and entered into by and between the Elmore City-Pernell Education Association hereinafter termed the “Association”, and the Elmore City-Pernell Board of Education hereinafter termed the “Board”.

RECOGNITION

The Board hereby recognizes the Association as the sole exclusive negotiating representative for all teaching personnel under contract in the district excluding all administrative personnel or supervisory personnel. (Supervisory personnel shall not include those persons serving in the role of supervising teacher for a licensed teacher.)

The Association recognizes the Board as the elected governing body of the school district, and as such, possesses all the powers delegated to the Board of Education or to a school district by the Constitution and the laws of the State of Oklahoma, together with the duties imposed thereby.

RIGHT TO JOIN OR NOT TO JOIN

All professional educators under contract with Elmore City-Pernell Public Schools, except administrative or supervisory personnel have the right to join, participate in, and assist the Association, and the right to refrain from such activities. The Board and/or the Association shall not discriminate against a person regardless of membership or non-membership in the Association or for participation or lack of participation in any phase of the bargaining process.

SCOPE OF BARGAINING

The Board and the Association agree to bargain in good faith on matters of wages, hours, fringe benefits, and other terms and conditions of employment.

The Board retains and reserves into itself, without limitations, all powers, rights and authority conferred upon and vested in it by State and Federal law, including the right to make policy, rules and regulations, which are not inconsistent with the Negotiated Agreement.

There shall be no negotiations on managerial policy including but not limited to the functions and programs of the District, the determination of the District’s budget, the organizational structure of the schools, and the selection of personnel.

NEGOTIATION TEAMS

The Board and the Association shall each designate not more than six (6) representatives to meet for the purpose of negotiations. Each team shall select a head negotiator and/or chief spokesperson. All negotiations shall take place exclusively between the designated representatives of the parties. Each team shall have the authority to make proposals and counter proposals, to compromise and to make agreements subject to ratification by the parties. Only the head negotiator may present proposals or counter proposals.

RIGHT OF CONSULTANTS

Each party shall have the right to have consultants on the negotiating team and they have the right to be at the negotiating table and they may serve as the chief spokesperson or head negotiator.

INITIATING NEGOTIATIONS

Upon written request for a negotiation session by either party, an initial meeting date and place acceptable to both parties will be selected. The initial meeting shall be within thirty (30) days of the date of the written request. Written request must be made between January 15 and February 15, with the first meeting before March 31. All proposals to be submitted by the Board and the Association shall be submitted at the first meeting of the session.

NEGOTIATIONS PROCEDURE

Negotiations meetings will be held at times and places mutually acceptable to both parties. All meetings during the school year will be held outside the school day (unless mutually acceptable). During meetings each party is free to caucus at any time. The head negotiator for each team will be the chief spokesperson for his/her team. The chief spokesperson may designate another team member to be spokesperson for any issue. Team members are expected to be present for the duration of any meeting they attend unless exceptions are agreed upon by the parties. Other meeting ground rules, such as smoking and refreshments shall be set by mutual agreement of the team members.

Upon written request, the Board shall furnish the Association two (2) copies of any desired public record or report. The Association representative shall sign verification of receipt of record or report.

RESOLVING DIFFERENCES

SECTION A – IMPASSE:

If negotiations are not successfully concluded by the first day of school, a state of impasse shall exist. At any earlier time either party may declare that an impasse exists.

No action delineated in this article shall be construed as to prohibit the parties from continuing to negotiate a mutually acceptable Agreement even after a declaration of impasse has been made.

SECTION B – MEDIATION:

The first step in resolving differences shall be mediation. Within five (5) calendar days of a declaration of impasse, the declaring party shall request the services of the Federal Mediation and Conciliation Service. The cost, if any, of the services of the mediator, including per diem expenses and actual and necessary travel expenses shall be shared equally by the Board and the Association.

SECTION C – FACT FINDING PROCEDURE

First, a fact-finding committee consisting of three members shall be formed. One member shall be selected by the Board, within five (5) days and one member shall be selected by the Association within five (5) days. These two members will notify the State Superintendent of Public Instruction that a Fact-finder is needed.

Second, the State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact-finders to the parties.

Third, if the representative of the Board and the representative of the Association cannot agree upon a name, then there shall be a coin toss. The winner of the toss shall decide whether to strike a name first or to have the loser of the toss strike a name first from the list. The two representatives shall then continue alternately striking a name from the list until only one name remains. That person shall then be named to serve as a chairperson of the fact-finding committee. The fact-finding committee shall have the authority to establish procedural rules, conduct investigations, and hold hearings during which each party to the dispute shall be given the opportunity to present its case with supporting evidence.

Fourth, within five (5) days after the chairperson is selected, the representatives who have been negotiating for the Board and 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 chairperson and other committee members.

Fifth, the chairperson shall convene the committee for fact finding. This committee shall meet with the representatives of both parties. Within twenty (20) days after the chairperson is selected, the committee shall present to the Board and the Association its written recommendation on each item at impasse.

Sixth, if either party decided it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the 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 written statements either party may discontinue such effort.

Seventh, time limits set forth herein may be extended by mutual agreement of the parties.

Eighth, the Board and the Association shall each be responsible for the fees and costs of its own member on the fact-finding committee and shall share equally in the fees and costs of the third member.

TENTATIVE AGREEMENTS

Tentative Agreements reached as a result of negotiations will be reduced to writing, be marked "TA", dated and initialed by the head negotiator of each team.

FINAL AGREEMENTS

Tentative Agreements become final Agreements, and thus a part of the contract, upon ratification by the Board and the Association. When formal ratification is completed, the Agreement becomes binding on both parties.

APPLICABLE LAWS OF OKLAHOMA

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

SAVINGS CLAUSE

Should any part of this Agreement be declared illegal by statute or a court of competent jurisdiction, said part shall automatically deleted from this Agreement to the extent 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. The Board and the Association will commence negotiations within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

DURATION OF AGREEMENT

This Agreement shall become effective upon ratification by the Board and the Association. The President of the Board and the President of the Association shall sign the Agreement. This Agreement shall be effective for the period of one (1) fiscal year and shall be renewed automatically without modification, unless the parties agree upon amendments(s).

NEWS RELEASES

In the event that either party decides to make a formal news release to the news media, that party will provide the other party with a copy of the news release prior to the release.

BUDGET LIMITATIONS

All provisions of the negotiated agreement are subject to sufficient funds being made available to the Board of Education in order to carry out the terms of said agreement. Any Agreements made will take into consideration the fiscal responsibility of the Board to the patrons of the district.

SIGNATURES

President, Elmore City-Pernell Board of Education

President, Elmore City-Pernell Education Association

APPENDIX C

INDIVIDUAL TEACHING CONTRACT

APPENDIX D-1
TLE TULSA MODEL
OBSERVATION FORM

APPENDIX D-2 EVALUATION FORM

APPENDIX E-1

GRIEVANCE FORM

APPENDIX E-1
GRIEVANCE REPORT FORM

PROCEDURE ____ (I) ____ (II) ____ (III) DATE FILED _____
(Circle one to indicate level of grievance)

Name of Grievant Building Assignment

A. Date that cause of grievance occurred: _____

B. Relevant contract provisions _____

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

D. Relief desired:

Signature _____ Date _____

Date Received _____

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

Signature _____ Date _____

APPENDIX E-2

INSTRUCTIONS

INSTRUCTIONS

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

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

1. Each portion of the Grievance Report Form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved and what occurred. Detailed information of the facts involved, the relevant contract provisions and the manner in which they are related are extremely important in order to provide a basis upon which a fair, thorough and expeditious decision may be made.
2. Under Section B of the Grievance Report Form, those relevant contract provisions which the grievant contends have been violated, misinterpreted or misapplied should be specific.
3. Under Section C the grievant should state his/her claim by describing the manner in which factual contentions are related to the relevant contract provision(s) and how a violation, misinterpretation, or misapplication of the contract has occurred.
4. Under Section D the grievant should specify the relief, which he/she desires as a result of the grievance.