

11/5/2019

**Hugo Public Schools  
&  
The Hugo Association of Classroom Teachers  
(union affiliate of the Oklahoma Education Association)**

**Negotiated Agreement  
Fiscal Year 2020**

# Bargaining Procedural Agreement

between

Hugo Association of Classroom Teachers (HACT) and Hugo Public Schools Board of Education

## I. PURPOSE

1.1 The Board of Education of the Hugo Public Schools and the Hugo Association of Classroom Teachers recognize the need for an orderly process of communication for administering employer/employee relations which conform with Oklahoma Statutes 70 O.S. § 509.1 through 509.10.

## II. RECOGNITION

2.1 This Agreement is made and entered into by and between the Hugo Association of Classroom Teachers, hereinafter termed the "Association" and the Board of Education of the Hugo Public Schools, hereinafter termed the "Board".

2.2 The Board hereby recognizes the Association as the exclusive negotiation representative for the bargaining unit consisting of all employees who are required by the position in which they are employed to be licensed or certified as teachers, and who do not hold supervisory authority with respect to other teachers of the Hugo Public Schools. Any person who desires not to be represented by the Association may so state in writing to the Board.

## III. DEFINITIONS

3.1 The term "teacher" as used in this Agreement refers to the certified faculty of the School District, excluding those with supervisory authority over others.

3.1.1 The term "Career teacher" means a teacher who:

a. is employed by a school district prior to the 2017-2018 school year and has completed three (3) or more consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, or

b. is employed for the first time by a school district under a written continuing or temporary teaching contract during the 2017-2018 school year and thereafter: has completed three (3) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract and has achieved a district evaluation rating of "superior" as measured pursuant to the TLE as set forth in Section 6-101.16 of this title for at least two (2) of the three (3) school years or has completed four (4) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, has averaged a district evaluation rating of at least "effective" as measured pursuant to the TLE for the four-year period, and has received district evaluation ratings of at least "effective" for the last two (2) years of the four-year period, or has completed four (4) or more consecutive complete school years in one school district under a written continuing or temporary teaching contract and has not met the requirements of subparagraph a or b of this paragraph, only if the principal of the school at which the teacher is employed submits a petition to the superintendent of the school district requesting that the teacher be granted career status, the superintendent agrees with the petition, and the school district board of education approves the petition. The principal shall specify in the petition the underlying facts supporting the granting of career status to the teacher.

3.1.2 The term, “Probationary teacher” means a teacher who:

a. is employed by a school district prior to the 2017-2018 school year and has completed fewer than three (3) consecutive complete school years as a teacher in one school district under a written teaching contract, or

b. is employed for the first time by a school district under a written teaching contract during the 2017-2018 school year and thereafter and has not met the requirements for career teacher.

3.2 The term “Board” as used in this Agreement shall mean the Board of Education of Hugo Public Schools, Choctaw County, Oklahoma.

3.3 The term “Association” as used in the Agreement shall mean the Hugo Association of Classroom Teachers (HACT).

3.4 The term “School District” as used in this Agreement shall mean Hugo Public Schools, Choctaw County, Oklahoma.

3.5 The term “Superintendent” as used in this agreement shall mean the Superintendent of Hugo Public Schools, Choctaw County, Oklahoma. This person is hired by the Board to serve as the executive officer of the school district.

3.6 The term “School Year” as used in this Agreement shall mean the period of time designated by the official school calendar adopted by the Board including any alterations made to the calendar by the Board during the school year.

3.7 The term “Negotiator” as used in this Agreement shall mean the person or persons appointed by the Board through its executive officer to represent them and the person or persons elected by the Associations to represent those persons covered by this Agreement for the purpose of exchanging views, proposals, or counter proposals on matters provided for in this Agreement. They shall have the authority to reach tentative agreement and make recommendations to their respective bodies.

3.8 The term “Party” or “Parties” as used in this Agreement shall mean the Board of Education of Hugo Public Schools, Choctaw County, Oklahoma, or its representatives acting on its behalf and the Hugo Association of Classroom Teachers, or its representatives acting on its behalf.

3.9 The term “Grievance” as used in the Agreement shall mean a complaint by a teacher that there has been a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement or the current Negotiated Agreement.

3.10 The term “Agreement” as used in the Agreement shall mean the procedural agreement and all articles which are subsequently approved and mad part of this Agreement.

3.11 The term “TLE” as used in this Agreement shall mean the Oklahoma Teacher and Leader Effectiveness Evaluation System.



#### IV. SCOPE OF BARGAINING

4.1 The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits, other terms and conditions of employment, and the processing of grievances involving issues in conflict with this procedural agreement or the negotiated agreement. To negotiate in "good faith" shall mean both parties must be willing to consider proposals in an effort to find a mutually satisfactory basis for agreement and must be willing to discuss their respective contract proposals. If either party objects to the other's contract proposals, the objecting party must support its objections with rationale.

4.2 The Board retains and reserves unto 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.

4.3 There shall be no negotiations on inherent managerial responsibilities including but not limited to the functions and programs of the District, the establishment of the District's budget, the organizational structure of the schools, and the selection of personnel.

#### V. NEGOTIATIONS PROCEDURES

##### 5.1 Negotiation Teams

5.1.1 The Board and the Association shall each exchange in writing, at the first negotiation session, the names of not more than five (5) persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this Agreement. Each party shall also designate the person on its team who will serve as spokesperson. Neither party shall attempt to exert influence over the other party's selection of representatives.

##### 5.2 Opening Negotiations

5.2.1 Between May 1 and May 31 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, if it desires there to be negotiations for that year. If no such request is made during the time period above, negotiations will not take place for the ensuing year.

5.2.2 The first negotiations session shall occur on a mutually agreeable date not more than thirty (30) days from the date of the written request to open negotiations.

5.2.3 Both parties shall submit all of their negotiation proposals at the first session. Subsequent proposals may only be submitted upon mutual agreement of the parties.

##### 5.3 Negotiations Sessions

5.3.1 Only members of the respective negotiation teams may be present during negotiation sessions. Other parties may be permitted to be present only by mutual agreement of the parties.

5.3.2 No recordings or official transcripts shall be made without mutual agreement of the parties.

5.3.3 Negotiations will only be conducted between the representatives of the parties and only in regular negotiation sessions at the times, dates, and places mutually agreed upon by the parties. The time, date, place and agenda of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiation session.

5.3.4 Negotiation sessions shall be scheduled at times which will not interfere with the teacher work day and the educational programs of the district. Sessions will be limited to two (2) hours unless both parties agree to extend this time.

5.3.5 A caucus may be called any time, in the judgement of the spokesperson of either party, a caucus is deemed prudent.

5.3.6 Agreements, decisions, and items mutually accepted must be initialed by the spokespersons of each party before the aforementioned are typed and distributed to the members of the respective parties.

5.3.7 Either party may utilize the services of outside professionals to assist in its negotiations, provided those outside professionals are not present at negotiation sessions.

5.4 Tentative Agreement

5.4.1 Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals and counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.

5.4.2 When tentative agreement is reached on any item, it shall be reduced to writing, and signed and dated by the spokesperson of each team. When tentative agreement is reached on all items, they shall be submitted first by the Association to the teachers for ratification and then by the Superintendent to the Board for ratification.

5.4.3 Provisions of this Agreement may be altered by mutual agreement of both parties.

5.5 The Negotiated Agreement

5.5.1 The negotiated agreement shall contain only this procedural agreement and those items agreed to through the bargaining process.

VI. IMPASSE

6.1 If negotiations are not successfully concluded by the first day of school an impasse shall exist. At any earlier time following the initial negotiation session, either party may declare an impasse, or, by mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school.

6.2 Within two (2) days of such declaration, the parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.

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

6.3.1 A fact finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the Association, and one (1) member shall be selected by the Board, within five (5) days. The third member shall be selected by the first two (2) members as follows: The parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a list of potential fact finders from the State Superintendent. If no name on the list is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list. The parties will then continue alternately striking names from the list until only one name remains. The person whose name remains on the list will serve as the chairperson of the fact finding committee.



6.3.2 The committee shall meet with the Board's and the Association's negotiation representatives for the purpose of fact finding.

6.3.3 Within five (5) days after the selection of a chairperson, the representatives of the parties shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiating team.

6.3.4 The cost for the services of the fact finding committee, including per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the representative selected by the Board, the Association shall assume the expenses of the representative selected by the Association, and the expenses of the third member shall be shared equally by the Board and the Association.

6.3.5 The fact finding committee shall have authority to establish procedural rules, conduct investigations, and hold hearings during which each party shall be given an opportunity to present its case with supporting evidence.

6.3.6 All hearings by the fact finding committee shall be conducted in closed session.

6.3.7 The chairperson shall convene the committee for fact finding. The committee shall meet with the representatives of both parties and, within twenty (20) days after the fact finding meeting shall present its written recommendation to the Board and the Association. The report shall set forth findings of fact and recommendations on the issues submitted.

6.3.8 If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements, as provided for by this section, either party may discontinue such effort.

6.3.9 The Board shall file a copy of the fact finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and upon ratification such agreement shall also be forwarded to the State Superintendent. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

## VII. NO STRIKE CLAUSE

7.1 The procedure provided for herein for resolving impasse shall be the exclusive recourse of the Association. It shall be illegal and a violation of this Agreement for the Association or the members of the bargaining unit to strike or threaten to strike as a means of resolving differences with the Board. It shall also be a violation of this Agreement for the Association or the members of the bargaining unit to strike for any reason during the term of a contract negotiated in accordance with the provisions of this Agreement.

VIII. SAVINGS CLAUSE

8.1 If any provision of this Agreement shall be found contrary to law, it shall be severed from the Agreement, and all other provisions or application of the Agreement shall continue in full force and effect.

IX. DURATION OF AGREEMENT

9.1 This Agreement shall continue in effect for successive fiscal year periods unless notice is given, in writing, between January 1 and January 31 of any year, by either party that the party desires to modify, amend or terminate this Agreement. Once such notice is given, negotiations related to changes in this Agreement shall commence on a mutually agreeable date within thirty (30) days of such notice.

9.2 In the event that the Association disbands or otherwise ceases to be the recognized bargaining agent, this Agreement shall be null and void on that date of such disbanding or cessation of representation.

[Approved by the Hugo Board of Education 4/15/19; Signed by Board President Shane Spillman 4/15/19; This procedural agreement was not submitted to the certified faculty members for approval; Signed by HACT President Shade Dill 4/15/19; Initialed by Superintendent Earl Dalke 3/29/19; Initialed by HACT Member Patrick Smith 3/29/19]



## Section I: General Contract

### Article I – Duration of Agreement

1.1 Upon ratification by the Board and by the Association, this agreement shall become effective. This agreement shall be effective for a period of one (1) fiscal year and shall be renewed automatically each ensuing fiscal year, without modification, unless the parties agree upon language additions or changes through the bargaining process, at which time those language changes will be incorporated into the negotiated agreement after ratification by the Board and Association.

### Article II – Procedural Agreement

2.1 All negotiations shall follow the process set forth in the Procedural Agreement.

### Article III – Definitions

3.1 Association – Hugo Association of Classroom Teachers

Board – The elected governing body of Hugo Public Schools

### Article IV--NONDISCRIMINATION

4.1 The Board and the Association shall not discriminate against any person on the basis of membership or non-membership in the Association, or participation or nonparticipation in the activities of the Association.

### Article V--SAVINGS CLAUSE

5.1 Should any part of the Agreement be declared invalid by statute or a court of competent jurisdiction, said part shall be deleted from the Agreement, and all other provisions shall remain in full force and effect.

### Article VI--CONTRACT REFERENCE

6.1 This Agreement shall be incorporated by reference into each teacher's individual employment contract.

## Section II: Working Conditions

### Article I – QUALIFICATIONS AND ASSIGNMENTS

1.1 Certification – Teachers shall be assigned in areas for which they are certified and qualified as prescribed or authorized by the State Department of Education.

1.2 Notification of Assignment – Teachers shall each have a clearly defined assignment. Teachers shall be notified of their tentative teaching assignment for the ensuing year prior to the last day of school. In the event a change of the tentative assignment is made during the summer, the teacher shall be notified as soon as possible after the decision has been made.

### Article II – TEACHER WORKDAY

2.1 The teacher workday (aka: contract day) will begin fifteen (15) minutes before the first class period begins and will end twenty (20) minutes after the last class period ends except when teachers are required to be on duty to supervise students before or after these times.



2.2 Meetings and/or conferences required by the Board and Administration may extend before or after the teacher workday. Except in emergency situations, such meetings shall run for no more than sixty (60) minutes in length beyond the teacher workday. Except in emergency situations, such afterhours meetings shall not be scheduled on a day preceding a holiday or other day for which teacher attendance is not required at school.

2.3 Preparation Time – Planning time will be scheduled as required by law and OSDE regulations for all certified teachers. When a certified teacher is required to forego his or her planning time other than for schoolwide events, testing, parent conferences, or professional development, he or she will be paid \$15 per period following the procedure outlined in Policy DPB.

2.3.1 Classroom teachers in grades 6-12 shall be scheduled for preparation time of 225 minutes per week as required by OSDE regulations 210:35-9-41.

2.3.2 Classroom teachers in grades K-5 shall be scheduled for preparation time of 200 minutes per week as required by OSDE regulations 210:35-9-41.

2.3.3 Teachers may be required to forego scheduled preparation time in cases of testing, unforeseen emergencies, in-school programs, professional development, and parent conferences. An effort will be made to rotate the times of such in-school programs so the same teachers do not miss their planning time over and over. Parent-teacher conferences may be scheduled during teacher preparation time.

2.4 An effort will be made by the building principals to provide teachers with duty-free lunches as often as possible unless the teacher is scheduled for lunch duty every day.

2.5 Teachers may leave the school grounds during lunch when not assigned to duty.

2.6 Substitutes will be provided if possible for teachers of grades K, 1, 2, and 3 one day per semester in order to provide time for reading assessments and documentation required by the Reading Sufficiency Act.

### **Article III – INSTRUCTIONAL AND DUTY SCHEDULES**

3.1 At the end of each school year, each building principal shall ask all teachers for input regarding the student handbook, instructional schedule, and duty schedule for the ensuing year.

### **Article IV – SCHOOL CALENDAR**

4.1 Prior to the adoption of the school calendar by the Board of Education, a districtwide committee shall meet to provide input. This committee shall include members of the administration and administrative staff as appointed by the Superintendent as well as one (1) teacher from each school site appointed by the Building Principal and one (1) teacher from each school site appointed by the Association, and one (1) parent of a student from each school site appointed by the principals. A minimum of two members from each of these four (4) groups is required for the committee to meet.

4.2 Beginning with the 2020-2021 school year, the calendar committee shall develop three (3) calendar options to be presented to the Board of Education. These calendars shall include two (2) days for parent-teacher conferences and five (5) professional development days as required by OSDE regulations. Certified faculty members may be required to participate in additional professional development by the administration. One of the professional development days prior to the start of classes for students will be a teacher workday.

4.3 A proposal will be made to the Board of Education on November 11, 2019 for a change in the 2019-2020 School Calendar to eliminate the following Friday professional development sessions. If approved by the Board, certified faculty members would not be required to report to work on these days: February 7, 2020, March 6, 2020, April 3, 2020, and May 1, 2020. Representatives from the Association will be given time to address the Board about this item during the Board Meeting. The decision of the Board on this matter will be considered final by the Association.

#### **Article V - TRANSFER/REASSIGNMENT**

- 5.1 Teacher Transfers – When any vacancies or new positions occur in the school system, teachers within the system are entitled to apply for these positions through transfer requests.
- 5.2 Requests for such transfers shall be submitted in writing, on the TEACHER TRANSFER REQUEST form (Appendix B) and sent to the Administrative Assistant of the Superintendent. Before vacancies or new positions are filled, teachers having requested a transfer to the vacancy or new position who are properly certified for the position shall be given consideration, including being interviewed.
- 5.3 Reassignment – Should it become necessary to fill a vacancy by an involuntary reassignment, a meeting will be held between the teacher involved, the principal, and the Superintendent as soon as possible. In the event the teacher involved should object to the reassignment, the teacher may present his or her written objection to the Superintendent for placement in the teacher's personnel file. The written objection is for informational purposes and would not impact or delay the reassignment or require a response from the Superintendent.
- 5.4 When a teacher is reassigned or granted a transfer, the District will move such necessary items as furniture, materials, and books that will be used by the teacher at his or her new assignment.

#### **Article VI - TEACHER EVALUATION**

- 6.1 Teachers will be evaluated using the Tulsa Model Teacher and Leader Effectiveness following the procedures outlined in Policy DNA.

#### **Article VII - COMPLAINTS**

- 7.1 In order to encourage the harmonious and expeditious resolution of a complaint against a teacher, the administrator will, if he/she deems it appropriate to the situation, advise the complainant to discuss the matter fully with the teacher.
- 7.2 All complaints against a teacher must be substantiated and documented through a complete and thorough investigation before disciplinary action is taken.
- 7.3 Teachers shall have the right to meet with a complainant before disciplinary action is taken unless such complainant is a minor child for whom protection from contact with a suspected perpetrator is deemed necessary by the administration, law enforcement, or DHS.

#### **Article VIII - TEACHER REFERENCE MATERIALS**

- 8.1 An updated Board of Education Policy Manual may be found in the library of each school site until such time as this document is posted on the district website in electronic form.
- 8.2 Each teacher shall be provided a student handbook and a teacher handbook. These documents may be in electronic form.

#### **Article IX - KEYS**

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

#### **Article X - TELEPHONES**

- 10.1 Upon request, teachers shall be provided access to a private line telephone.

#### **Article XI - RIGHT TO REPRESENTATION**

- 11.1 Teachers shall have the right to have a representative of his/her own choosing present during any conference.
- 11.2 If a teacher feels during a conference that he or she would like to have a representative present, the teacher may leave in order to bring a representative into the conference, or reschedule the conference in order to have the representative of his or her choice present.



## **Article XII - NOTICE OF VACANCIES**

12.1 All notices of vacant or new positions will be emailed to [everyone@hugoschools.com](mailto:everyone@hugoschools.com) and will be posted on the district website. These notices will include the name and email address of the administrator to contact in order to apply. Currently employed teachers are not required to complete an employment application to apply for a transfer or a new position. They may be required by the administrator interviewing for the position to provide an updated resume. All internal applicants who are properly certified for a position will be given consideration, including being interviewed.

## **Article XIII - REDUCTION IN FORCE**

13.1 When the Board determines the need to reduce the number of teaching personnel, the reduction will proceed as follows:

13.2 Teachers who resign or retire will not be replaced if qualified teachers currently employed can fill those responsibilities.

13.3 The Board may formulate a plan to offer incentives for early retirement to those eligible and interested.

13.4 The Board may consider voluntary job sharing as a possibility for those teachers who are interested and willing.

13.5 Teachers on temporary contracts will be the first group to be reduced.

13.6 Probationary teachers will be the next to be reduced.

13.7 Career teachers will be the last group to be reduced.

13.8 A career teacher will be placed in another position for which he or she is qualified if such a position is held by a probationary teacher.

13.9 If a reduction becomes necessary for any teacher, notice will be given at the earliest possible date. In the event that it is necessary to reduce more than one position in an area, all of the following criteria, in order of importance with 1 being the most important in consideration of keeping that teacher and 4 being the least important, will be considered to determine who will be retained: 1. Seniority - The length of continuous certificated employment in the District. 2. Academic degree status. 3. Total years of experience in Oklahoma. 4. Written evaluations of the evaluator.

13.10 The Superintendent will notify the President of the Association any time that Reduction in Force is on the agenda of a Board meeting. Such notification will be in the form of a certified letter.

13.11 Any teacher terminated as part of a reduction in force who wishes 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.

## **Section III – Compensation**

### **Article I--SALARY SCHEDULE DOCUMENTATION**

1.0 All teachers shall be paid according to the Oklahoma State Minimum Salary Schedule. Teachers shall be placed on the schedule in accordance with the following provisions:

1.1 Teachers shall be placed at the appropriate step in accordance with these provisions at the beginning of the contract year.

1.2 Teachers with no previous teaching experience shall be placed on step zero (0).

1.3 All teachers with teaching experience within the state of Oklahoma shall be given full credit for that experience, as verified by state records, and placed on the appropriate step.

1.4 All teachers with teaching experience outside the state of Oklahoma shall be credited with that experience up to five (5) years, and shall be placed on the appropriate step.

1.5 Teachers shall receive credit for one (1) year of teaching experience for each year of completed service in any category designated by state law and the rules and regulations of the State Department of Education. In addition, a certified teacher shall receive credit for one (1) year of teaching experience if he or she has at least one hundred twenty (120) days of teaching experience with the District (including substituting) within one year.

1.6 All teachers shall be placed on the appropriate degree salary line, as verified by official records. Official records require both an official college transcript and a valid Oklahoma Teaching Certificate with the degree for which he or she (the teacher) has been awarded. These must be supplied in hard copy by the certified faculty member to the superintendent.

1.7 The responsibility of keeping up-to-date, official transcripts and a valid Oklahoma Teaching Certificate with the degree for which they have been awarded on file in the Board of Education office and in the principal's office is the responsibility of the teacher. This article provides that an official transcript and a valid Oklahoma Teaching Certificate with the degree for which the teacher has been awarded be filed in the office of the Board of Education whenever hours are earned that change the contract salary due to an advancement on the salary schedule. These official records are to be filed no later than October 1 in order for the teacher to be moved to the appropriate place on the salary schedule for first semester of any school year. These Official Records are to be filed no later than January 15 of any school term in order for the teacher to advance on the salary schedule for the second semester. Teachers advancing on the salary schedule at midterm shall receive one-half of the amount of the advancement and shall be paid for that advancement as part of their monthly payroll for the remainder of the year.

1.8 All teachers to be paid on a 12-month pay period schedule. The District will make every effort to pay on or before the 15th day of each month.

#### **Article II--SCHOOL EVENT**

2.1 The Administration will make every effort to fill school event positions on a volunteer basis. If sufficient volunteers are not secured, then the positions shall be assigned on a rotation on an equitable basis as determined by the administration.

#### **Article III--PAYROLL DEDUCTIONS**

3.1 The Board shall, upon authorization from the teacher, make arrangements for payroll deductions for: National and state association dues, annuities, school-approved health insurance, life insurance, cancer insurance, dental insurance, salary protection insurance, or other such programs as approved by the Board via the district 125 cafeteria style benefit program as allowed by law.

#### **Article IV--COMPENSATION FOR UNUSED SICK LEAVE AND PERSONAL DAYS**

4.1 Employees will be paid \$50 for each unused sick leave and personal days granted in a school year upon continued employment by the district through November 30<sup>th</sup> of the following school year. This payment will be added to the employees' December pay as a bonus in the following year. This bonus is subject to IRS and TRS rules as taxable income. This bonus payment is limited only to the unused sick leave and personal days accrued in the previous year. Sick leave days will not be deleted due to this payment and will continue to accrue as required by law and policy. Personal days will not accrue from year to year.

#### **Article V--PASSES FOR SCHOOL EVENTS**

5.1 Passes shall be made available to all teachers for all local school events. These passes shall admit the teacher and his or her immediate family only. This does not apply to OSSAA playoff events.



## **Section II – Association Rights**

### **Article I--AVAILABILITY OF INFORMATION**

1.1 Upon request, the Board shall provide the Association any compiled information of a public nature the Association deems necessary for the administration of this contract.

### **Article II--COMMUNICATION**

2.1 The Association shall have the right to post notices of activities on teacher bulletin boards. The Association shall have the use of teacher mailboxes for communications to teachers. The Association shall have the right to use school email for the purpose of providing notice of activities. Association members may discuss matters of importance to the Association during regular school hours; however, no Association business will be transacted during the school day, which would interfere with classroom activities or the carrying out of any teaching responsibilities.

### **Article III--BOARD AGENDA/MINUTES**

3.1 A copy of the agenda of each Board meeting shall be made available to teachers via email to [everyone@hugoschools.com](mailto:everyone@hugoschools.com). A copy of each Board meeting minutes are made available on the district website once approved.

### **Article IV --BOARD PACKET**

4.1 The Association President or designee shall be notified of all regular, special, and/or reconvened meetings of the Board as soon as they are scheduled, and shall receive all information in like form and substance as mailed and/or given to each Board member for each of its meetings, except that information deemed confidential under the Oklahoma Open Records Act. Materials of this nature will be made available for a representative of the Association to obtain in person at the Administration Building by 11:00am on the dates of regular board meetings.

### **Article V--ASSOCIATION MEETINGS**

5.1 Access to meeting spaces within the district may be made available to the Association via the district facilities use policy.

### **Article VI--FILES AND STORAGE OF MATERIALS**

6.1 The Board of Education will furnish an accessible area for files and storage of HACT materials and supplies.

## **Section V – Grievances**

### **Article I--PURPOSE**

1.1 The purpose of this procedure is to secure at the lowest possible level equitable solutions to a claim of contract violation by the grievant.

### **Article II--DEFINITIONS**

2.1 A "grievance" is a claim by a teacher or teachers that there has been a violation, misinterpretation, or misapplication of the terms of this negotiated agreement that has affected that teacher or teachers.

2.2 The "grievant" is the teacher or teachers making the claim.

2.3 The "party in interest" is the teacher or teachers making the claim, or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

2.4 "Days" except when otherwise indicated shall mean working days.

### **Article III--PROCEDURE**

3.1 Level I--A teacher with a grievance shall first discuss the grievance individually with the principal within ten (10) working days of knowledge of the alleged violation, citing the article and section alleged to have been violated with the objective of resolving the grievance informally. No written record will be made.

#### 3.2 Level II

3.2.1 If the grievant is not satisfied with the disposition of his/her grievance at level one, he/she may file the grievance, within five (5) working days of the level one response, with the principal, citing the article and section alleged to have been violated and the specific remedy sought.

3.2.2 The principal shall schedule and hold a formal meeting with the grievant within five (5) working days after receipt of the written grievance and shall transmit a written decision to the grievant within five (5) working days of the meeting.

#### 3.3 Level III

3.3.1 If the grievant is not satisfied with the disposition of his/her grievance at level two, he/she may file the grievance within five (5) working days of the level two response with the Superintendent.

3.3.2 The Superintendent shall schedule and hold a meeting with the grievant within five (5) working days after receipt of the appeal and shall transmit a written decision to the grievant within five (5) working days of the meeting.

#### 3.4 Level IV

3.4.1 If the grievant is not satisfied with the disposition of his/her grievance at level three, he/she may file the grievance within five (5) working days of the level three response for transmittal to the Board.

3.4.2 The Board will hear the grievance at its next regularly scheduled meeting or a special meeting which has been called for that purpose. The Board shall transmit its written decision to the grievant within five (5) working days of the meeting. The decision of the Board shall be the final step in the district's grievance procedure.

### **Article IV--RIGHT TO REPRESENTATION**

4.1 The grievant may be represented by himself/herself at all levels of this grievance procedure. At levels II, III and IV of this procedure the grievant, at his/her option, may be represented by an Association representative selected by the Association, or by a person of his/her own choosing. At levels II, III and IV of this procedure the administrator may be represented by a person of his/her own choosing.

### **Article V--GENERAL PROVISION**

5.1 The Association may file a grievance as the "grievant" on an alleged violation of the article pertaining to Association Rights.

5.2 Decisions rendered at levels two, three and four of the grievance procedure will be in writing, setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties of interest and to the Association.

5.3 The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.

5.4 Necessary forms, Appendix B, for the filing of grievances shall be mutually agreed upon by the Association and the Board and be made a part of this Agreement.

5.5 Copies of official grievances, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel files of any of the participants.

5.6 No reprisals shall be taken against the grievant, any witness, or other participant in the grievance procedures by reason of such participation.

5.7 Failure in any step of this procedure to appeal to the next level within the specified time limits shall be deemed as acceptance of the decision at that level.

5.8 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to submit an appeal to the next level of this procedure.

5.9 Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record for that grievance.

5.10 No meetings or hearings under this procedure, with the exception of the level IV (Board level) hearing, shall be conducted in public. Meetings and hearings shall include only the parties of interest and their designated or selected representatives, as delineated in this Agreement.

## **Section VI – Leave**

### **Article I--SICK LEAVE**

1.1 The Board shall provide each teacher on a ten (10) month contract ten (10) days of sick leave each year for use in case of personal accidental injury, illness, pregnancy, or personal injury, illness or death in the immediate family (spouse, child, parents, siblings, mother-in-law, father-in-law). Each teacher on an eleven (11) month contract shall be provided eleven (11) days. Each teacher on a twelve (12) month contract shall be provided twelve (12) days.

1.2 Unused sick leave days may accumulate to a maximum of sixty (60) days. A teacher new to the District may transfer sick leave days accumulated in another Oklahoma school district, up to a maximum of sixty (60) days.

1.3 After all accumulated sick leave has been exhausted, the teacher may use up to twenty (20) additional days for personal accidental injury, illness or pregnancy, with the cost actually or normally paid to a certified substitute deducted from his/her salary.

1.4 The Superintendent may request a doctor's statement, or other appropriate evidence of illness, if he/she suspects leave policy abuse.

1.5 By September paycheck of each year, the district will advise each teacher, in writing, as to the number of sick leave days he/she has accumulated.

### **Article II-ADOPTION LEAVE**

2.1 An employee may request and may be granted by the Board of Education permission to use accumulated sick leave not in excess of twenty working days to care for a newly adopted child. A request for adoption leave shall be considered by the Board of Education under the following conditions:

1. The employee(s) submits a physician's statement verifying the need of the adopting parent(s) to be at home for a period of time with the newly adopted child; 2. The employee(s) advises the Superintendent of Schools in writing that he/she and his/her spouse are beginning the adoption process; 3. The employee(s) is adopting a pre-school age child; 4. The employee nor his/her spouse is the natural, step or previously adoptive parent of the child; 5. The newly adopted child has not actually resided with the employee(s) or his/her spouse more than sixty (60) days prior to the first day of the requested leave.

### **Article III--PERSONAL LEAVE / EMERGENCY LEAVE**

3.1 A maximum of three (3) days per year may be used at the discretion of each teacher for conducting personal business, which cannot be reasonably conducted during hours when school is in session. Teachers shall properly file a written form of notification in advance of a temporary leave for personal business with the principal. In the event of an emergency, the teacher may file for personal leave after the event. The building principal shall have the authority to approve the leave. Personal leave shall not be granted to more than five (5) teachers in one day except in cases of emergency when authorized by the superintendent. Personal leave may be used in increments of no less than one-half (1/2) days.

3.2 A maximum of two (2) emergency days are granted each school year. These days must be true emergencies approved by the teacher's principal. These days do not accumulate.

  
**Article IV--BEREAVEMENT LEAVE**

4.1 Each employee shall be provided with three (3) days of leave for bereavement due to the death of a member of the immediate family, (spouse, child, parents, siblings, mother-in-law, father-in-law, grandparents).

4.2 Upon request to the superintendent of schools, extended bereavement leave may be granted in special circumstances. If additional bereavement leave is granted, such leave may be charged to sick leave or personal leave.

**Article V--LEAVE OF ABSENCE**

5.1 Career teachers with at least three (3) years of service to the district may apply to the Board for an unpaid leave of absence of up to one (1) year for the purpose of extended illness, advanced study, or other reason approved by the Board.

5.2 Applications for unpaid leave of absence for the ensuing year should be filed prior to March 1, if possible. In the case of a request for extended illness, the application must be accompanied by a doctor's statement. In the case of a request for advanced study, the application must be accompanied by an outline of the course of study to be pursued.

5.3 Applications for reinstatement for the ensuing year following a leave of absence must be filed by March 1. In absence of a request for reinstatement by March 1, the teacher shall be deemed to have resigned his/her position.

5.4 Upon returning from an unpaid leave of absence, the teacher will be assigned to the same position he/she held prior to the leave if a vacancy exists, or to another position for which the teacher is qualified.

5.5 Upon returning from an unpaid leave of absence, the teacher will be placed on the appropriate salary step. All accumulated leave benefits will be reinstated upon return from an unpaid leave of absence.

5.6 During a leave of absence the teacher shall have the opportunity to participate in all benefit programs provided for teachers of the district, provided that the teacher pays the cost of such programs, and such participation is not in conflict with the terms of the District's agreement with the program provider.

**Article VI--EMERGENCY SCHOOL CLOSING**

6.1 When conditions require the closing of the Hugo Schools due to bad weather or other lawful emergencies, no leave days previously arranged for that day by a teacher shall be deducted.

**Article VII--LEGAL PROCESS LEAVE**

7.1 A teacher who is summoned to jury service in a criminal, civil or juvenile proceeding shall not suffer a loss of pay or accumulated leave as a result of such absence.

7.2 A teacher who is subpoenaed as a witness in a criminal, civil or juvenile proceeding shall not suffer loss of pay or accumulated leave as a result of such absence.

7.3 A teacher must report back to work as soon as he/she is released from jury service or serving as a witness.


7.4 Any compensation given to a teacher for jury service will be paid to the district other than their travel expenses.

**Article VIII--NOTIFICATION OF ABSENCE**

8.1 The principal shall provide each teacher with a telephone number to be utilized by the teacher for notification of absence from work.



**Section VII – Ratification**

  
Association President Verifying Association Ratification of this Agreement

12-6-19  
Date

  
Hugo School Board President Verifying Board Approval of this Agreement

12/9/19  
Date

**Hugo Public Schools**  
**GRIEVANCE REPORT FORM**

Level:        2        3        4  
(Circle one to indicate level of grievance)

Date filed: \_\_\_\_\_

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

A. Date cause of grievance occurred: \_\_\_\_\_

B. Article and section alleged to have been violated: \_\_\_\_\_

C. Statement of grievance (use additional pages if necessary):

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

D. Relief desired:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Date Received by Administration: \_\_\_\_\_

E. Disposition by the appropriate Administrator (attach additional pages if necessary):

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Hugo Public Schools  
TEACHER TRANSFER REQUEST**

Name of Teacher: \_\_\_\_\_

Present Assignment and Site: \_\_\_\_\_

Requested Assignment and Site: \_\_\_\_\_

Reason(s) for Transfer Request:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Qualifications for the position being sought:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Teacher**

\_\_\_\_\_  
**Date**

**INCLUDE AN UPDATED COPY OF YOUR RESUME.**

**PLEASE GIVE A COPY OF THIS FORM TO YOUR SITE PRINCIPAL. IT IS THE RESPONSIBILITY OF THE TEACHER TO DELIVER THE ORIGINAL TRANSFER REQUEST TO THE ADMINISTRATIVE ASSISTANT TO THE SUPERINTENDENT.**