

MASTER CONTRACT AGREEMENT

-BETWEEN-

PURCELL BOARD OF EDUCATION

INDEPENDENT SCHOOL DISTRICT I015

MCCLAIN COUNTY, OKLAHOMA

-AND-

PURCELL ASSOCIATION OF CLASSROOM TEACHERS

-FOR-

2019-2020

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A. INTRODUCTION

ARTICLE 1: PROCEDURAL AGREEMENT FOR NEGOTIATIONS

1.1 The Purcell Board of Education, hereinafter termed the "Board", and the Purcell Association of Classroom Teachers, hereinafter termed the "Association", share the same goal of providing the best possible education for the students of the Purcell Public Schools. Recognizing that the achievement of this goal depends on the Board and the Association establishing a relationship based on mutual understanding and cooperation, and providing for a free and open exchange of ideas, the Board and the Association hereby enter into the following Procedural Agreement for Negotiations:

1.2 Recognition: The Board recognizes the Association as the exclusive negotiations representative of the bargaining unit made up of all regularly appointed members of the teaching staff of the Purcell Public Schools, employed under an annual teaching contract, except the Superintendent and personnel below the rank of Superintendent who serve in an administrative capacity, with the further stipulation that any person so employed as a regularly appointed member of the teaching staff who desires not to be represented by any organization may so state in writing to the Board. This recognition shall remain in effect until such time as the Association is defeated in an election in accordance with Oklahoma Statutes 70-509.2.

1.3 Status of the Board: The Board, under the laws of Oklahoma, is the governing body of the district. The Board has the responsibility of establishing policies, rules and regulations for the district. None of the lawful rights, powers, authority and duties of the Board shall be impaired, reduced, destroyed or affected in any way by this Agreement.

1.4 Good Faith Negotiations: The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment. The representatives of each party shall have the authority to make proposals and counter-proposals, to compromise and to make tentative agreements. Tentative agreements will not become final until ratified by the Association and approved by the Board.

1.5 Designation of Negotiations Team Members: Each party shall designate its negotiations team members, which shall not exceed four (4) in number. Such designation shall be coincident with the annual written notification of intent to negotiate. Only those individuals who comprise the negotiations team may be present in the room while negotiations are in progress unless at the first negotiations meeting the parties mutually agree to open negotiations. The parties may designate substitute team members who may be present in the negotiations meetings when replacing a regular team member who cannot be present for that meeting.

1.6 Initiation of Negotiations: The Board and the Association agree to an initial negotiations meeting to occur not later than thirty-one (31) calendar days after written notification of intent to negotiate by the President of the Association. Such written notice shall be made from the President of the Association to the President of the Board via the Superintendent. Notification of intent to negotiate shall be made no later than April 1 of each year. In the case the president of the association does not give an intent to negotiate, the board shall open negotiations only for legislative changes in relationship to the law, and shall have until May 1 to give written notice of intent to negotiate. Representatives of the Association shall present the Association's full list of proposed items for negotiations at the first negotiations meeting. Representatives of the Board shall present the Board's full list of proposed items for negotiations at the second negotiations meeting. Further negotiations meetings, including the times and locations for such meetings, shall be established by mutual agreement of the chief spokespersons of the parties. (Revised 2017)

1.7 Impasse Resolution

1.7.1 Mediations: If any time the negotiations process the parties are unable to reach mutual agreement, either party may make an oral declaration that impasse exists. Upon such declaration, the parties may, by mutual agreement, submit the unresolved issues to mediation. If mediation is agreed upon the parties shall, in writing, mutually notify the Federal Mediation and Conciliation Service of the impasse and shall request mediation services from that office. Said written notification and request for services shall be made within two working days of the date impasse was declared. Any recommendation made by the service will to be binding on either party. (Approved October 1995)

1.7.2 Fact Finding: If mediation fails to bring about mutual agreement on all items, or if mediation is not used, either party may make a written declaration to proceed to impasse resolution as provided in 70 O.S.,191, Section 509.7. Such written declaration, signed and dated by the spokesperson for either party, shall be presented to the spokesperson of the other party. The cost for the services of the fact finding committee shall be shared in the following manner: The Board will assume the expense of the representative selected by the Board, the Association will assume the expense of the representative selected by the Association, and the expenses of the third member will be shared equally by the Association and the Board. If the representatives of the Board and the representative of the Association cannot agree upon a name {from a list submitted by the State Department of Education}, 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 chairperson of the fact-finding committee.

1.8 Duration: The terms and conditions of this Agreement shall become effective when ratified by the Association and approved by the Board. It shall continue in effect so long as the Association is the recognized negotiations representative. Either party desiring change in this Agreement shall notify the other party in writing no later than March 1 of each year. Should negotiations considering change in the Agreement fail to achieve agreement, the two parties may mutually agree to continue negotiations under this Agreement.

1.9 Signatures: IN WITNESS WHEREOF, the duly designated representatives of the Board and the Association have set their signatures on this 9th day of September, 2019.

FOR THE BOARD:

FOR THE ASSOCIATION:

Tracy Folsom, President
Purcell Board of Education

Amber Findley, President
Purcell Association of Classroom Teachers

Dru Smith, Clerk
Purcell Board of Education

Candice McCurdy, Negotiations Chairman
Purcell Association of Classroom Teachers

Dr. Sheli McAdoo, Superintendent

Purcell Association of Classroom Teachers

ARTICLE 2: DURATION OF AGREEMENT

2.1 This Agreement is entered into between the Purcell Board of Education, hereinafter referred to as the "Board", and the Purcell Association of Classroom Teachers, hereinafter referred to as the "Association", and shall become effective at the time of ratification by both parties and upon signing by the President of the Board and the President of the Association.

This Agreement supersedes all previously ratified agreements between the Board and the Association. This Agreement shall remain in effect one (1) school year or until ratification and signing of a successor agreement by the Board and the Association. Unless an entire successor agreement is renegotiated, items not specifically listed in the PACT or school Boards' items for negotiations will be carried forward annually so long as PACT is the authorized bargaining agent for the Purcell classroom teachers. ALL provisions of this Agreement affecting compensation and leave shall, upon ratification and signing, be retroactive to the first reporting date of each teacher's contract.

ARTICLE 3: DEFINITIONS

- 3.1 TEACHER: A certified person currently employed by the Purcell Public School District whose primary area of assignment is the instruction of students, excluding only administrative or supervisory personnel.
- 3.2 ASSOCIATION: Purcell Association of Classroom Teachers.
- 3.3 DISTRICT: Purcell Public School District I-15 of McClain County.
- 3.4 BOARD: The governing and policy-making body of the Purcell Public School District I-15 of McClain County.
- 3.5 ASSOCIATION PRESIDENT: Elected President of the Purcell Association of Classroom Teachers.
- 3.6 SUPERINTENDENT: Executive officer of the Board of Education.
- 3.7 ASSOCIATION REPRESENTATIVE: Any member of the Purcell Association of Classroom Teachers as designated, in writing, by the President of the Association.
- 3.8 AGREEMENT: This contract duly ratified and signed by the Board and the Association.
- 3.9 SCHOOL: Work location at which teachers perform their job functions.
- 3.10 BOARD POLICY: A course of action adopted by the Board.
- 3.11 IMMEDIATE SUPERVISOR: Principal or other person to whom teachers are directly responsible.
- 3.12 PROBATIONARY TEACHER: A duly certified or licensed teacher who has completed less than three (3) consecutive complete years of teaching service in the Purcell School District under a written teaching contract as provided by law.
- 3.13 CAREER TEACHER: A duly certified teacher who has completed three (3) or more consecutive complete school years of teaching service in the Purcell School District under a written teaching contract as provided by law.

ARTICLE 4: SAVINGS CLAUSE

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

B. ASSOCIATION ACTIVITIES

ARTICLE 5: ASSOCIATION ACCESS TO PUBLIC INFORMATION

5.1 Upon written request from either the Association President or the spokesperson for the Association negotiations team, the Board shall permit the Association reasonable access to compiled public information.

ARTICLE 6: ASSOCIATION USE OF SCHOOL FACILITIES

6.1 The Board shall permit the Association use of school facilities for meetings of its general membership or Association committees as designated by the Association President, provided advance notification is made to the building principal or the Superintendent, and that such meetings are held outside the regular school day.

ARTICLE 7: ASSOCIATION USE OF BULLETIN BOARDS

7.1 The Board grants the Association exclusive use of a designated bulletin board in each teacher workroom/lounge or mailroom. Such bulletin board shall be provided by the Association. The building principal will designate a reasonable location for such bulletin board. {Revised: September 2011}

ARTICLE 8: ASSOCIATION LEAVE

8.1 The Board shall provide a pool of five (5) days leave, which may be used in part or in whole for attendance by designated Association members at educational conferences, workshops or other organizational meetings or activities.

8.2 The Association shall reimburse the District at the current rate for substitute teachers for all individuals taking Association leave. (Revised August 1990)

8.3 Individuals taking Association leave shall be designated by the Association President and approved by the building principal.

8.4 A request for Association leave must be submitted to the appropriate building principal at least three (3) days prior to the days to be used for such leave.

ARTICLE 9: MEETING OF ASSOCIATION

9.1 The Board shall provide thirty (30) minutes for the purpose of ratifying the Negotiated Agreement between the Board and PACT during in-service at the beginning of the school year. The Superintendent shall designate the time for such meetings. (Revised September 2013)

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C. TEACHER RIGHTS AND RESPONSIBILITIES

ARTICLE 10: TEACHER DUTY DAY DEFINED

10.1 On school days, teachers shall report to their respective school building no later than fifteen (15) minutes before the first class period begins and shall be free to leave school fifteen (15) minutes after the last class period ends. (Revised September 1994)

10.2 Attendance at staff meetings, parent/teacher meetings, etc., after the normal student day is part of the teacher's responsibilities. Every effort will be made to assure that the duration of faculty meetings will be scheduled for no more than fifteen (15) minutes prior to the time the teacher duty day begins or for no more than fifteen (15) minutes after the duty day ends unless there are extenuating circumstances. (Revised October 2000)

ARTICLE 11: TEACHER PERSONNEL FILE

11.1 The District shall maintain one (1) personnel file for each teacher in the Central Administration Office.

11.2 The personnel file may contain the following: (a) teacher evaluation and responses, (b) annual teaching contracts, (c) teaching certificates, (d) letters of commendation, (e) official personnel action documents, including letters of reprimand and/or admonishment, (f) official transcripts and resumes, (g) other materials mutually agreed upon.

11.3 Materials related to discipline or re-employment of the teacher which are placed in the personnel file shall be immediately called to the teacher's attention in writing.

11.4 The teacher shall have the right to make a written response to all materials placed in the personnel files. The written response shall also be placed in the personnel file.

11.5 Upon mutual agreement of the teacher and the superintendent or his/her designee, any materials related to discipline or re-employment may be removed from the personnel file.

11.6 The teacher shall have the right during normal business hours to review and/or reproduce the contents of his/her personnel file. At the teacher's request, a representative of his/her own choosing may accompany the teacher in this review. To protect the confidentiality of all personnel files, any teacher wishing to review and/or reproduce the contents of his/her personnel file must make an appointment during normal business hours to view this file in the presence of authorized personnel.

11.7 Except by order of a court of competent jurisdiction, evaluation documents and the responses thereto shall be available only to the evaluated person, the Board of Education, the administrative staff making the evaluation, the Board and administrative staff of any school to which such evaluated person applies for employment and such other persons as are specified by the teacher in writing and shall be subject to disclosure at a hearing. (Revised September 2011)

ARTICLE 12: TEACHER EVALUATION

12.1 Within two (2) weeks after school starts, the building principal or immediate supervisor shall orient each teacher under his/her supervision with the evaluation procedures, standards and instruments and advise each teacher of the person who will observe and evaluate his/her performance. 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.

12.2 A teacher employed after the beginning of the school year shall be orientated as described above within two (2) weeks of the first teaching day of the assignment.

12.3 It shall be the responsibility of a designated principal or supervisor to conduct a similar orientation for any teacher not assigned to any particular building.

12.4 A probationary teacher shall be evaluated, in writing, at least two (2) times during the school year, once prior to the end of the semester (except not the first week of school or the week before Christmas break) and once prior to April 30. Observations are a key component for the teacher's evaluation. Evaluators must complete two observations – followed by an observation conference – before completing an evaluation form. The observation conference will be completed within five business days of the observation. A teacher request for an additional observation shall be honored as soon as possible and every effort will be made to honor such requests within a reasonable time. (Revised September 2013)

12.5 A career teacher shall be evaluated, in writing, at least one (1) time each year prior to April 30. Observations are a key component for the teacher's evaluation. Evaluators must complete two observations – followed by an observation conference – before completing an evaluation form. The observation conference will be completed within five (5) business days of the observation. A teacher request for an additional observation shall be honored as soon as possible and every effort will be made to honor such requests within a reasonable time. (Revised September 2012)

12.6 Teacher evaluation shall be based upon the evaluator's direct observation of a teacher's performance in the classroom or instructional area (where regular classroom instruction occurs). The Evaluator will provide "general" notification of the observation window. Example: "I will be conducting classroom observations the week of _____." (Revised September 2012)

12.7 Classroom observations or monitoring shall be conducted openly with the full knowledge of the teacher for the purpose of improving professional performance and as a means of assuring the use of the most competent educational techniques. The use of closed circuit television, public address or audio systems and similar devices may be used with the consent of the teacher. (Revised August 1992)

12.8 Care shall be exercised to insure that direct evaluation observations do not unduly interfere with the normal teaching-learning process, in this regard a pre-observation conference shall be scheduled at the request of the teacher or the evaluator. (Revised September 1988)

12.9 Teacher evaluations shall be based upon criteria for evaluating professional performance attached hereto as Appendix "A", this instrument includes the minimum criteria for effective teaching performance in compliance with the Tulsa Evaluation Model adopted by the Purcell Board of Education for the 2012-2013 school year. (Revised September 2012 - Appendix "A" Revised September 2012)

12.9a Adopt the Tulsa Model Goal Setting Form which may be used after any observation or, with regard to evaluation, in lieu of a Professional Development Plan.

12.10 An evaluation conference shall be held prior to November 15 and February 10 for probationary teachers and **April 30** for career teachers. At this conference the teacher shall be presented a true copy of the written evaluation which should be signed by both parties. The teacher's signature shall not necessarily indicate agreement with any or all parts of the evaluation, but rather awareness of the context. (Revised September 2012)

12.11 If the teacher feels his/her written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file within ten (10) days of the evaluation conference. The file copy of such objections shall be signed by both parties to indicate awareness of the context. (Revised September 2012)

12.12 The building principal or immediate supervisor shall provide the teacher with definite, positive assistance to improve the quality of teaching and to eliminate difficulties noted in any evaluation. Such assistance shall be noted in writing and an initialed copy retained by the appropriate supervisor and the teacher. The nature and gravity of the difficulty will determine the amount of time allowed for remediation, but shall not exceed two (2) months. Following remediation, reevaluation shall be accorded the teacher in compliance with the procedures of this article. Subsequent evaluation reports which fail to note the same specific deficiency may be interpreted to mean adequate improvement has taken place.

12.13 Any complaint made against a teacher by any parent, student or other person which may be used in the formal evaluation of the teacher shall be promptly called to the attention of the teacher, in writing, and the teacher shall be afforded the opportunity to discuss the complaint with the complainant and the evaluating administrator. {Revised August 2008}

12.14 Achievement test results of students shall not be used in any way as evaluative of the quality of a teacher's services or fitness for retention.

12.15 If the teacher does not correct the noted deficiencies within a reasonable length of time, the principal shall make a recommendation to the Superintendent of the school district for the dismissal or non-reemployment of the teacher. The nature and gravity of the teacher's conduct will determine the course of action.

12.16 Whenever the Superintendent of the school district determines that cause(s) exist(s) for the dismissal or non-reemployment of a teacher, he/she shall submit a recommendation to the Board of Education pursuant to Oklahoma law.

ARTICLE 13: RIGHT TO REPRESENTATION

13.1 When a teacher or administrator believes that a conference between the teacher and the superintendent/principal/immediate supervisor may concern personnel action, the teacher and/or administrator shall have the right to have a witness of his/her choice be present at the conference.

13.2 If, in the course of an administrative conference, it is determined that either the administrator or teacher wishes to have a witness present, the conference will be terminated until such witness of the teacher's or administrator's choice is present.

ARTICLE 14: SUSPENSION OF TEACHER

14.1 Whenever the Superintendent has reason to believe that cause exists for the dismissal of a teacher, and when he is of the opinion that the immediate suspension of a teacher is necessary in the best interest of the children in the district, the Superintendent may suspend the teacher without notice or hearing. However, the suspension of the teacher shall not deprive the teacher of any teaching compensation or other benefits to which he/she would otherwise be entitled under his/her contract pursuant to law. Within ten (10) days' time after such suspension becomes effective, the Superintendent shall initiate proceedings pursuant to Oklahoma law to have the teacher dismissed.

ARTICLE 15: RESIGNATIONS

15.1 A teacher wishing to resign from his/her position in the district shall do so by means of a letter sent to the President of the Board via the Superintendent by certified mail, restricted delivery, return receipt requested.

15.2 Teachers shall have until the first Monday in June of each year to resign from the district for the next school year. Resignations postmarked later than the first Monday in June shall be subject to the Board's willingness to accept, except as otherwise indicated in the Agreement. (Revised September 2009)

ARTICLE 16: POSTING OF VACANT POSITIONS

16.1 Notice of each vacant position, both during the school year and summer, including vacancies in administrative positions, shall be posted via email, district website, and other on-line employment sites simultaneously. (Revised 2017)

16.2 **Removed 2017**

ARTICLE 17: NOTIFICATION OF ASSIGNMENT FOR NEXT SCHOOL YEAR

17.1 Each teacher shall be notified, in writing, by the last day of school of each year of his/her tentative assignment(s) for the next school year. If possible at this time, administration would inform the teacher of the specifics of the assignment to allow the teacher to prepare throughout the summer. The teacher shall then have an opportunity to resign until the first Monday in June. Such resignation will be by certified mail. (Revised September 2011)

17.2 If a change of the tentative assignment becomes necessary after the last day of school, the Superintendent or Building Principal will notify the teacher and give him/her the opportunity to resign without penalty within ten (10) calendar days from the date of notification. (Revised 2017)

ARTICLE 18: TEACHERS AS MEMBERS OF COMMUNITY ORGANIZATIONS

18.1 Teachers shall not be discriminated against in matters of employment, transfer, promotion, and/or evaluation on the basis of their membership or participation in civic, parent, charitable or political organizations, except as is noted in Oklahoma School Law.

ARTICLE 19: TEACHERS RIGHT TO TUTOR FOR A FEE

19.1 Any teacher of the district shall have the right to engage in the business of private tutoring for a fee outside of the school day.

ARTICLE 20: TEACHERS RIGHT TO ENGAGE IN PRIVATE BUSINESS

20.1 Nothing in this Agreement shall be construed or interpreted to infringe upon, or to prevent any teacher employed by the district from engaging in lawful private enterprise or other gainful employment in addition to his/her employment with the district, provided that such private enterprise or other gainful employment shall not be conducted on property of the district or during the defined teacher duty day, not interfere with any teacher's duty or extra-duty assignment.

20.2 No teacher shall, while on property of the District or during the defined teacher duty day, utilize his/her privileged relationship with the students of the District to solicit business activity or gainful employment.

20.3 No teacher shall be discriminated against in matters of employment, transfer, promotion and/or evaluation on the basis of his/her engaging in any type of lawful private enterprise or other gainful employment in addition to his/her employment with the District.

ARTICLE 21: REDUCTION IN FORCE

I. General Matters – Revised September 2011

A. **Reasons for a Reduction in Force:** In cases of (i) financial exigency, or (ii) a program change for institutional reasons, or (iii) a decline in enrollment, or (iv) OTHER BUSINESS NECESSITY AS DETERMINED BY THE BOARD, the Board of Education may determine that the number of teaching staff needs to be reduced for a future school year.

B. **Definitions:** For the purpose of this policy, the following terms have the stated meanings:

1. **"Financial exigency"** means a reduction in the School District's financial resources resulting from declining enrollment, a reduction in state or local revenue, or any other action or event that in the judgment of the Board of Education will result in a reduction in the School District's CURRENT OR future operating budget.
2. **"Program change"** means any elimination, curtailment or reorganization of a curriculum offering, program or school operation or a reorganization or consolidation of two or more individual schools or school districts that is unrelated to financial exigency.
3. **"Declining enrollment"** means a decrease in the School District's enrollment which in the judgment of the Board of Education may adversely affect the School District's future allocation of funds and/or the necessity of maintaining future class sections or offerings.

C. **Criteria for Eliminating Positions:** The Purcell Board of Education and PACT recognize that the primary criterion in effectuating 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 School District.

1. The Purcell Board of Education will seek to reduce expenditures in non-personnel areas before addressing a reduction in staffing.
2. Whenever possible, reductions in staff will be made by not replacing employees who retire or resign.
3. In evaluating its program, the Board will consider the elimination of teaching positions, not the teacher(s) occupying those positions.
4. In deciding such positions to eliminate, the Board will consider the curriculum, the needs of students and those extra duty assignments that require special skill or expertise.

D. Procedures for reduction in force:

1. Teachers with Duration of Need contracts or temporary contracts will be reduced first.
2. Intern or licensed teachers will be reduced next.
3. Probationary teachers IN ELIMINATED POSITIONS WILL BE REDUCED BEFORE A CAREER TEACHER IS REDUCED. If there is more than one probationary teacher in a position being reduced, the probationary teacher with the least number of continuous years in the district will be reduced. IF THERE IS MORE THAN ONE PROBATIONARY TEACHER THAT HAS THE SAME NUMBER OF CONTINUOUS YEARS IN THE DISTRICT, THEN THE CRITERIA IN #5 BELOW WILL APPLY.
4. Career teachers holding eliminated positions will be placed in A RETAINED position for which they are CERTIFIED to teach at the time of the reduction provided THE RETAINED position IS HELD by a Duration of Need teacher, an intern (licensed teacher), a probationary teacher, or a career teacher with less continuous service in the District. The Duration of Need teacher, intern (licensed), probationary, or less senior career teacher will then be released.
5. If there is more than one career teacher qualified to teach in the position being reduced, the following criteria, in this order, will be used to determine which of the teachers will be retained.
 - a. Seniority will be counted by the amount of continuous contract certified employment in the District. The beginning date will be the first day of school or the first day of employment thereafter. A teacher who taught in the District, resigned or was terminated, and then returned to the District, will count only the number of years of service since returning to the District. (Teachers on Board-approved leave of absence shall not be counted as having a break in service.)
 - b. Certification is required in the teaching position which is open. A career teacher with a standard certificate will be retained over a provisional certificate. A teacher with a provisional certificate will be retained over a teacher with a temporary certificate.
 - c. If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:
 - i) Other teaching experience inside or outside the District. If the total teaching experience inside the District and outside the District are equal, the teacher with the greater experience inside the District will have priority.
 - ii) A Doctor's degree will be considered above a Master's degree plus thirty-four (34) hours, which is above a Master's degree, which is above a Bachelor's degree.
 - iii) If degree status is equal, a teacher with National Board Certification shall be given priority for the position.
 - iv) If all of the above are equal, retention will be decided by casting lots.

II. Procedures

- A. **Action by Superintendent:** The Superintendent, upon receipt of the Board's preliminary determination of the necessity for a reduction in force, or upon his own volition, shall submit to the

Board his written recommendations for eliminating particular teaching positions. In making his recommendations, the Superintendent (1) shall not be limited to considering only positions in the areas of programs designated by the Board and (2) shall consult with each principal and (3) shall take into consideration the criteria set out herein.

- B. **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 policy.
- C. **Notice and Hearing Procedures.** Prior to taking any action to nonreemploy a teacher due to a reduction in force, the Board shall provide notice and an opportunity for a hearing to the affected teacher(s). Notice shall be given the teacher(s) prior to the first Monday in June. Forms of the notices to be sent to the teacher(s) are attached as appendices to this policy.
- D. **Hearing.** At the hearing evidence may be presented by the administration and the teacher, as to (1) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the School District and (2) whether the recommendation to non-renew the specific teacher is being made in good faith and pursuant to this policy.
- E. **Effect of Board Decision.** The decision of the Board based on the evidence presented at the hearing shall be final. No teacher appeal of the Board's decision shall be based on the need for a reduction in force.

III. **Reemployment or Other Employment After Reduction in Force**

- A. **Recall.** For twelve (12) months after the effective date of non-renewal due to a reduction in force, the Board of Education shall NOT FILL THE SPECIFIC POSITION PREVIOUSLY HELD BY A TEACHER WHO IS NON-RENEWED DUE TO REDUCTION IN FORCE WITHOUT FIRST OFFERING SUCH POSITION TO THE NON-RENEWED TEACHER WHO PREVIOUSLY HELD THE POSITION. IF THE NON-RENEWED TEACHER REFUSES THE POSITION, no new teachers shall be hired until all reduced teachers qualified for the position have been OFFERED THE POSITION.
- B. **Recall Procedures.** The offer of reemployment shall be made by certified mail, return receipt requested and the teacher shall be notified that if he/she wishes to accept, he/she must do so in writing within ten (10) calendar days of his/her receipt of notice. Failure to give notice of acceptance or rejection of the offer of reemployment eliminates all reemployment rights of the teacher.
- C. **Status After Recall.** A career teacher who has been nonreemployed and who is then reemployed within twelve (12) months shall be reinstated as a career teacher. A probationary teacher who is nonreemployed but is then reemployed within twelve (12) months shall be given credit for the time already served as probationary teacher for the purpose of determining eligibility for career teacher status. {Revised September 2011}

D. LEAVE POLICIES

ARTICLE 22: SICK LEAVE

22.1 The Board shall provide each teacher ten (10) days of sick leave, such leave vesting on the first teacher work day of each school year. Sick leave is defined as personal accidental injury, illness, short term disability, or pregnancy or accidental injury or illness in the immediate family (spouse, children, grandchildren, parents, and members of the household, siblings or in-laws). No loss of salary or other benefits shall result from the use of such leave. {Revised September 2013}

22.2 Unused sick leave shall accrue to a maximum of one hundred eighty (180) days. (Revised 8-12-85)

22.3 Any teacher misusing sick leave may be subject to disciplinary action. Documentation may be required to clarify sick leave. (Revised August 2014)

22.4 During the first week of school each school year, the Board agrees to advise each teacher, via email, their user ID and password to the employee portal to verify the number of sick leave days accumulated as of June 30 of the previous year. (Added September 1988; Revised August 2014)

22.5 Sick Leave Sharing Program (Added September 01):

1. A sick leave sharing program provides for the donation of sick leave days to and from employees of the Purcell School District. The program will permit employees to donate sick leave to other employees who are pregnant or recovering from childbirth or who are suffering from or who have a relative or household member who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to exhaust all accumulated sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes and that has caused or is likely to cause the employee to take leave without pay or to terminate employment.

2. As used in this policy:

- “Relative of the employee” means a spouse, child, stepchild, grandchild, grandparent, stepparent or parent of the employee.
- “Household members” means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. This term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- “Severe or extraordinary” means serious, extreme or life-threatening including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom.
- “Employee” means any teacher or any full-time employee of the school district. Whether an employee is a “full-time employee of the school district” will be determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee.

3. Procedures and requirements:

- The request for permission to receive donation must be in writing on the form provided in Appendix G or in the Superintendent’s office. The request may be submitted to the Superintendent by the district employee or another employee acting with the affected employee’s permission on his/her behalf.
- A committee consisting of 1) a teacher as designated by the PACT, 2) an administrator from the site of the requesting employee and 3) a support employee designated by the administration will determine whether the requesting employee meets the criteria to receive

the donated sick leave. To determine whether the employee meets the criteria described in the policy, the employee must first submit Appendix G along with a medical certificate from a licensed physician or healthcare practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Once the committee has reviewed the employee's request, the committee's recommendation will be presented to the superintendent. The superintendent will place the committee's recommendation on the agenda of the Board of Education.

- A donee may not use any donated sick leave until his/her own sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes has been exhausted. The donee may use sick leave only for the purposes specified in this policy.
- Note: Employees using donated sick leave are not required to take their statutory 20 days of leave at the substitute deduct rate until all of their available sick leave sharing days have been used.
- The sick leave received by the donee will be designated as donated sick leave and will be maintained separately from all other sick leave balances. The donee will receive his/her regular rate of pay.
- Donated sick leave not used by the donee during an occurrence of shared sick leave use shall be returned to the donating employee(s). The donated sick leave remaining will be divided among the donors on a prorated basis based on its original donated value, returned at its original donor value and reinstated to the annual leave balance of each donor.
- The amount of leave to be donated is limited to thirty (30) days per request and is limited to a maximum accumulation of one hundred-fifty (150) days during the employee's employment with the district. However, in the event of extraordinary circumstances, the three-person reviewing committee (as defined above) may make a recommendation to the superintendent to increase the maximum number of days on a case-by-case basis.
- District employees may not donate excess sick leave that the donor would not be able to otherwise take.
- Donors may donate only days that are earned and accumulated and must do so in writing. The donor may donate any amount of sick leave provided the donation does not cause his/her sick leave balance to fall below sixty (60) days.
- Any contribution of sick leave by one employee to another is strictly voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave under this policy.

22.7 Attendance Bonus (Added September 2005) (Revised September 2012):

Upon accumulation of sixty (60) in District sick days, a teacher shall receive an attendance bonus according to the following schedule:

0 cumulative sick leave days taken	=	\$525.00
1 cumulative sick leave days taken	=	\$425.00
2 cumulative sick leave days taken	=	\$325.00

Attendance bonuses will be paid within thirty (30) days of the last day of school. Teachers who have donated to sick leave sharing during the period in which they are eligible for the attendance bonus shall not receive reduction in their attendance bonus for the days donated.

ARTICLE 23: RESIGNATION FROM DISTRICT-PAYMENT FOR ACCUMULATED SICK LEAVE (REVISED OCTOBER 1995)

23.1 Each full-time certified teacher who terminates employment with the District after five (5) consecutive years of employment will be paid \$20 per day for all unused sick leave accumulated in the District.

23.2 Payment of this benefit will be made only if such payment to all qualified, resigning employees does not reduce the cash balance of the School District at the end of the fiscal year below six (6) percent.

23.3 Unused sick leave paid for previous to June 30, 1995, will not be included in payment of this benefit.

23.4 To be eligible for this benefit, the teacher must resign on or before the last day of school. {Revised August 2006}

ARTICLE 24: RETIREMENT FROM SCHOOL DISTRICT - COMPENSATION FOR ACCUMULATED SICK LEAVE

24.1 Upon retirement from the District, a teacher shall be compensated at the rate of twenty (\$20.00) dollars per day for each day of accumulated sick leave that is not used to qualify for an additional year of service via the Oklahoma Teachers' Retirement System. (Revised September 1988)

24.2 Such payment for accumulated sick leave shall be made within thirty (30) days of the date of retirement.

24.3 To be eligible for this benefit, the teacher must have been employed by the Purcell School District for the past five (5) years, and must notify the District in writing of pending retirement on or before the last day of school. {Revised August 2006}

ARTICLE 25: EMERGENCY LEAVE

25.1 The Board shall provide each teacher with up to five (5) days of non-cumulative emergency leave each school year without loss of pay or benefits.

25.2 Emergency leave shall be provided for unforeseen circumstances which reasonably keep a teacher from performing teaching duties, such as funerals for immediate family, *{immediate family is defined as spouse, children, grandchildren, parents, members of the household, siblings, or in-laws}* a mandatory court appearance under service of process, accidents, deaths or disaster in the immediate family involving personal property that requires immediate attention. All other requests outside the immediate family will be subject to the approval of the building principal. {Revised September 2013}

25.3 Emergency leave shall not be provided to seek other employment, to participate in political, social or religious activities, to perform services for compensation, or for entertainment, recreation, travel or vacation.

25.4 ~~Emergency leave may be approved for less than a full day.~~

25.5 Requests for emergency leave shall be made, in writing, prior to the leave or as soon thereafter as possible after return from the leave.

25.6 Emergency Leave may be considered School Business Leave in the event of the death of a staff member, staff member's spouse, or staff member's child with subject to approval of building principal or superintendent. (Added September 2015)

ARTICLE 26: PERSONAL BUSINESS LEAVE

26.1 The Board shall provide each teacher three (3) days personal business leave per school year without loss of pay or other benefits. Any or all of these three (3) days that are unused shall be converted to sick leave at the end of each school year. (Revised October 2000)

26.1a The Board shall provide each teacher one (1) extra day personal business leave each year that a stipend is not available. The personal day will be converted into sick leave if it is unused at the end of that school year. There will not be loss of pay or other benefits. {Revised September 2012}

26.2 The Board shall further provide each teacher one additional day of personal leave for which the established District rate of pay for a certified substitute teacher will be payroll deducted from the teacher's next payroll warrant. (Revised October 2000)

26.3 Personal leave shall be available upon the teacher's request provided that (a) the written request is made through the principal's office at least two (2) days prior to the desired leave date(s); AND (b) the request is NOT for the first or last day of the semester, during nine-week or semester or end of term testing or the last two weeks of school. (Revised October 1995)

ARTICLE 27: LEAVE OF ABSENCE

27.1 For policy concerning leaves of absence for maternity, birth or adoption of a child or personal illness, see the Family and Medical Leave Policy in the Board Policy Manual.

27.2 Teachers may request a leave of absence without pay. The Board reserves the right to deny the request if it is determined that it would be in the best interest of the operation of the school to deny the request. A leave of absence without pay shall be granted for the following:

- a. To campaign for and hold public or professional office
- b. Sabbatical

Prerequisites for such leaves being granted shall be as follows:

- a. To campaign for and hold public or professional office. A teacher may, upon written request, be granted a leave of absence, without pay, for the purpose of campaigning for election and/or to hold public or professional office.
- b. Sabbatical. Following five (5) consecutive years as a full-time contract employee in the school district, a teacher may request a sabbatical leave. Awarding of a sabbatical leave will be based on a proposal of personal and/or professional renewal.

27.3 Employees requesting leaves under Section 27.2 shall submit a written request for the leave of absence to the Superintendent of Schools at least thirty (30) days prior to the beginning date of the requested leave of absence.

27.4 The Superintendent of Schools shall notify the teacher in writing within 14 days of receipt of the request for a leave of absence if said leave is approved or denied.

27.5 The teacher must notify the Superintendent of Schools by certified mail not later than March 15 of their intent to return to work. Failure to do so will result in the employee not being entitled to reinstatement.

27.6 Leaves of absence under Section 27.2 may be extended for one (1) additional year upon written request and approval of the Board.

27.7 Upon return to active duty, a teacher will be reinstated to his/her original position or a comparable position based upon certification if the original position is no longer available.

ARTICLE 28: RETURN FROM LEAVE OF ABSENCE - - ASSIGNMENT GUARANTEED

28.1 A teacher returning from leave of absence shall be assigned to the same position which he/she held before commencing leave, if the position exists.

ARTICLE 29: LEAVE FOR JURY SERVICE

29.1 The District shall grant a teacher leave for jury service and shall pay the teacher during such service the full, current contract salary. Provided, that the District shall not deduct any compensation received for serving as a juror from the teacher's salary during such service.

ARTICLE 30: PROFESSIONAL LEAVE

30.1 Upon written request by the teacher and approval by the building principal and Superintendent, a teacher shall be provided leave for professional purposes in their teaching area.

30.2 Teachers shall be granted such leave without loss of pay or benefits.

30.3 All teachers, regardless of curriculum area or grade level, shall be afforded equal treatment when requesting professional leave.

30.4 Deleted August 2014.

E. FRINGE BENEFITS

ARTICLE 31: ABSENCE REQUESTS

31.1 Requests to be absent from work which do not fall under any leave provisions of the School District will normally not be considered. However, in special circumstances, such a request may be considered by the building principal. Any absence approved under this section will result in the deduction of a day's salary for each day or part of a day approved and taken. (Revised 9-94)

ARTICLE 32: DUTY-FREE LUNCH

32.1 Each teacher shall be guaranteed twenty (20) consecutive minutes of duty-free lunch each school day. {Revised September 2011}

ARTICLE 33: DAILY PLANNING PERIOD

33.1 Full-Time Elementary teachers will be provided a preparation time of at least 45 minutes per day. Full-Time Secondary teachers will have a preparation period commensurate in length with the regular class period at each building level. This time will be devoted to class preparation, curriculum development, staff planning, etc., and will be free of other duties unless temporary situations within the school requires assistance to provide necessary student services during this time. (Revised September 1994)

33.2 Deleted August 2014.

ARTICLE 34: SCHOOL EVENTS PASSES FOR TEACHERS

34.1 Passes shall be made available to all certificated personnel. These passes shall be valid for all local school events and will admit the holder and his/her immediate family and shall be non-transferable. Immediate family is defined per household. This shall not apply to special fund raising activities. (Revised August 2014)

ARTICLE 35: FRINGE BENEFIT PLAN (ADDED AUGUST 1987)

35.1 The Board will allow teachers to fringe part of their salary in a cafeteria style, IRS 125 Plan. Such plan will be administered by the school district.

35.2 Deleted September 2005

F. PROFESSIONAL COMPENSATION

ARTICLE 36: COMPENSATION

36.1 Teachers in the Purcell School District shall be compensated during the 2019-2020 school year according to the salary schedule found in Appendix "F", attached hereto and made a part hereof. However, in an emergency situation in which an acceptable certified teacher cannot be employed to fill a vacant position at the rate of compensation provided for in the aforementioned salary schedule, the Board may pay a certified teacher a greater amount than provided for in the salary schedule in order to fill the position. In such a case, all existing teachers in the building where the new teacher is assigned, who are full-time teachers in the subject of the teacher shortage, will receive the same amount necessary to pay the new teacher. The Board must inform PACT, in writing, in the event a teacher is hired in such an emergency situation. (Revised September 01)

36.2 Teachers in the Purcell Public Schools will be given experience credit on the salary schedule set forth in Appendix "F" for the number of years of experience accepted and approved by the Oklahoma State Department of Education.

36.3 Placement on the salary schedule shall be in accordance with highest degree earned and number of qualifying credits earned beyond said degree.

36.4 (Revised August 1993) Qualifying for B+16, M+16 and M+32 Increments. In order to be eligible for the increment for completion of 16 hours above the B.A. degree, the teacher's credentials must comply with the following criteria:

- A. The 16 hours must be part of a master's degree program at a college or university recognized by the Oklahoma State Department of Education and all of the 16 hours count toward completion of a master's degree in education or an educationally related field (See Appendix "C") or;
- B. The 16 hours must have been college hours that are directly related to the teacher's current teaching assignment. (Written approval of the building principal or superintendent required. See Appendix "C") or;
- C. The 16 hours must have been college hours taken to qualify for certification in another teaching field (written approval of the building principal or superintendent required.) (See Appendix "C").
- D. The responsibility for certifying that the teacher is eligible for this benefit rests upon the individual teacher. Said certification involves an official transcript and an official letter of acceptance as a degree student for those teachers involved in a master's degree program. All others who qualify must present an official transcript and show approval of building principal to the superintendent.
- E. The qualifications that apply for the pay increase for hours above the B.A. degree also apply for hours above master's degree.

36.5 The salary schedule is based upon a school calendar of 177 days. Those days consist of 169 days taught, 2 parent teacher conferences, 5.5 professional days, and .5 record day all equaling 177 days and the normal teaching assignment as defined in this Agreement. Checkout may occur on the 177th day or thereafter. For teaching assignments in excess of the regular school calendar or regular duty day, teachers shall be paid their pro rata hourly/daily rate as defined in this article. This shall include those teachers who teach an additional class rather than have a scheduled preparation period. (Revised August 2019)

36.55 If the prior school year carryover is at or above 13%, a stipend opportunity will be offered contingent upon teachers having completed all District in-service training and receiving all District staff development points possible prior to November 1.

Leave shall be charged to any teacher who is not in attendance at staff development or in-service meetings. If a teacher is not in attendance, it will be the teacher's responsibility to make-up the missed staff development points and submit documentation to the staff development committee prior to December 1. The teacher, principal and superintendent will confer and a determination will be made on a case-by-case basis as to whether the teacher has met the guidelines for receiving a paid stipend.

If a stipend opportunity is given, those teachers who have fulfilled the conditions outlined above shall receive a stipend of \$600.00 for their participation. Non full-time teachers will receive a stipend prorated to their workday. The stipend will be paid the day after the November Board of Education Meeting. (Added September 2005; Amended August 2006)

36.6 The teacher's pro rata hourly/daily rate shall be determined in the following manner: (Revised August 2017)

- | | | |
|----|---|---------------------------|
| a. | Teacher's Scheduled Annual Salary
(Number of Contracted Day)
<i>(177 for 2019-2020 school year)</i> | = Pro Rata
Daily Rate |
| b. | Pro Rata Daily Rate
(Number of Teaching Hours per day) | = Pro Rata
Hourly Rate |

36.7 Years of experience shall be determined as of the beginning of the school year. Salary adjustments for additional credits earned shall be made on the September 10 paycheck if the District receives notice of the accumulation of additional credits earned and is presented appropriate documentation thereof at least twenty (20) days prior to the September 10 pay date. It is the teacher's responsibility to provide appropriate documentation that would include: **Hours above the degree:** Official transcript or written notice from the university verifying completion of hours; **New degree:** New teaching certificate or letter from the State Department stating you have applied for a new teaching certificate. (Revised November 2004)

36.8 Teachers will receive their paychecks on the tenth of each month beginning with the September 10 paycheck. If the regular pay date falls on a Saturday or Sunday or during a school break, teachers shall be paid on the last working day prior to the tenth. (Revised 8-12-85)

36.9 All full-time Teachers/employees who are exempt from the hourly wage requirements of the Fair Labor Standards Act will be paid on a twelve-month basis. (Revised August 2008}

ARTICLE 37: PAYROLL DEDUCTIONS

37.1 The Board shall provide each teacher requested payroll deductions subject to the following procedure and limitations: (Revised September 2007)

- a. Requests for payroll deductions shall be submitted to the Superintendent's office during payroll in-service days at the beginning of the school year.
- b. Subsequent addition or dropping of payroll deductions shall be submitted to the Superintendent's office in writing no later than the 15th day of each month.
- c. After the initial payroll deduction request period during pre-school in-service week, each teacher shall be limited to three (3) changes during the school year, except in changes in marital status and additions or deletions to family.
- d. All requests for payroll deductions shall be in writing.

37.2 The Board shall provide for electronic direct deposit of payroll checks. (Revised September 2007)

37.3 Deleted November 2004.

ARTICLE 38: SUPPLEMENTAL COMPENSATION (REVISED AUGUST 2008)

38.1 Teachers in Purcell School District who have extra duty assignments shall be compensated during the 2019-2020 school year in accordance with the salary schedule shown below. Individual teachers will be paid within the range shown, or up to 20% more or less based on experience &/or years within the duty, for their extra duty assignment. (Revised August 2017)

PURCELL SCHOOL EXTRA DUTY MINIMUM COMPENSATION: 2019-2020

Academic Team, High School {9-12}	\$1,000-\$1,200
Academic Team, Junior High {6-8}	\$600-\$1,000
Academic Team, Intermediate School {5}	\$500-\$800
Agriculture Teacher	\$2,000-\$5,000
Art Club	\$100-\$150
Band	\$4,000-\$12,000
Band Assistant	\$500-\$4,000
Builder's Club	\$200-300
Cheerleading – HS	\$3,800-\$5,000
Cheerleading – Junior High	\$1,500-\$3,000
Chess Club	\$100-\$150
Chorus	\$2,000-\$5,500
Class Sponsor – Senior (2 Sponsors)	\$300-\$400 each
(Others \$8.00 per hour, combined)	\$150 Max
Class Sponsor – Junior (2 Sponsors)	\$400-\$500 each
(Others \$8.00 per hour, combined)	\$250 Max
Class Sponsor – Freshman & Sophomore Class	\$100-\$150
(Others \$8 per hour, combined)	\$150 Max
Code Red	\$100 Max
Drama	\$300 max
Drama Program (after school hours)	\$10/hour – 150 hours max
FBLA	\$100-\$150
FCA	\$150-\$250
High Schools That Work	\$500-\$600
K-Kids	\$200-300
Key Club	\$200-\$300
Mock Trial	\$300-\$400
Music Program, Elementary/Intermediate (after school hours)	\$10/hour – 150 hours max
National Honor Society	\$200-\$300
Newspaper	\$200-\$300
Science Club	\$100-\$150
Spanish Club	\$200-\$300
Student Council, High School	\$500-\$800
Student Council, Junior High	\$350-\$800
Student Council, Intermediate	\$350-\$800
Web Design Director	\$300-\$700
Yearbook, Junior/High School	\$750-\$1,200

*Other supplemental compensation may be made upon recommendation of building principals through the negotiated contract period. Total amount will be divided if more than one person fills position.

COACHING STAFF STIPENDS/EXTRA DUTY

Athletic Director \$6,500

Girls Basketball

HS Head Coach	\$6,500
HS Assistant	\$3,500
9th Head Coach	\$2,000
8th Head Coach	\$2,000
7th Head Coach	\$2,000

Boys Basketball

HS Head Coach	\$6,500
HS Assistant	\$3,500
9th Head Coach	\$2,000
8th Head Coach	\$2,000
7th Head Coach	\$2,000

Football

HS Head Coach	\$6,500
HS Assistant - OC	\$4,500
HS Assistant - DC	\$4,500
HS Assistant	\$3,500
9th Grade	\$1,750
8th Grade	\$1,750
7th Grade	\$1,750

Golf

HS Girls Head Coach	\$1,750
HS Boys Head Coach	\$1,750
HS Girls Assistant	\$500
HS Boys Assistant	\$500

Fast Pitch Softball

HS Head Coach	\$3,750
HS Assistant	\$2,000
JH Head Coach (7/8)	\$1,800
JH Assistant (7/8)	\$1,200

Slow Pitch Softball

HS Head Coach	\$3,750
HS Assistant	\$2,000
JH Head Coach (7/8)	\$1,800
JH Assistant (7/8)	\$1,200

Baseball

HS Head Coach	\$3,750
HS Assistant	\$2,000
JH Head Coach (7/8)	\$1,800
JH Assistant (7/8)	\$1,200

Tennis

HS Girls Head Coach	\$1,000
HS Boys Head Coach	\$1,000
HS Girls Assistant	\$500
HS Boys Assistant	\$500

Girls Track

HS Head Coach	\$3,000
HS Assistant	\$1,000
JH Head Coach (7/8)	\$1,200
JH Assistant (7/8)	\$600

Boys Track

HS Head Coach	\$3,000
HS Assistant	\$1,000
JH Head Coach (7/8)	\$1,200
JH Assistant (7/8)	\$600

Cross Country

HS Girls Head Coach	\$1,000
HS Boys Head Coach	\$1,000
JH Girls Head Coach (7/8)	\$550
JH Boys Head Coach (7/8)	\$550

Summer

Pride (Boys)	\$4,000
Girls	\$4,000

38.2 The District shall pay dental insurance for each certified employee who opts to take any approved school dental plan, up to **\$415.00** per year per employee. No cash option shall be offered in lieu of dental insurance. Employee's that do not currently carry dental insurance but elect to add dental insurance during the "insurance option period" will not be eligible for "District paid" insurance until the next school year contract period unless they inform the Superintendent's Office in writing on or before August 20th of each school year. (Revised 2017)

G. MISCELLANEOUS

ARTICLE 39: REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILE

39.1 Effective July 1, 1999, the Board shall reimburse teachers at the State/Federal rate per mile for the use of their personal automobiles on school-related business or activities, provided that prior approval for such automobile use has been secured from the building principal or Superintendent.

39.2 Teachers shall be required to go through the normal Purchase Order process to acquire the purchase order number prior to the beginning of the school year. Mileage must be turned in monthly with the final mileage form due before the teacher checks out at the end of the school year. You will have the option to receive your mileage check on a monthly basis or one check at the end of the school year. If you choose monthly basis, checks for mileages for less than \$25.00 will be held until the following month or until it totals \$25.00. This decision must be made prior to the beginning of the school year and noted on your "mileage purchase order request form". (Revised September 2007)

39.3 Principals will provide a list of teachers approved for mileage reimbursement to the Superintendent's Office. (Added September 2005)

39.4 All claims for mileage reimbursement must be submitted to the Superintendent's Office on the PERSONAL VEHICLE MONTHLY MILEAGE LOG available from each building secretary. (Added September 2005)

ARTICLE 40: SCHOOL PATRON COMPLAINT PROCEDURE

40.1 In the event of a question or complaint by a school patron involving the professional performance of any teacher employed by the District, the patron should first contact the teacher involved as a step toward resolving any actual or potential problem. If this initial contact proves unsatisfactory, the patron should then contact the teacher's building principal. The principal shall give careful consideration to the question or complaint and may conduct his/her own investigation to determine the facts of the issue in dispute. The principal shall render professional assistance in attempting to resolve the actual or potential problem. If contact with the principal is unsatisfactory, the patron should next contact the district Superintendent, who shall also carefully consider the matter, conduct any necessary investigation, and render professional assistance. As a last resort, and only after the steps outlined have been followed, the patron may submit the matter to the Board of Education for its consideration.

40.2 When presented with a question or complaint involving the professional performance of a teacher employed by the district, the Board shall first ascertain if the school patron has followed the established procedure. If the Board determines that proper procedure has not been followed, it shall direct the patron to follow such procedure before bringing the matter before the Board again.

40.3 In any case of anonymous question or complaint involving the professional performance of a teacher employed by the district, the teacher in question shall not be required to answer.

40.4 In any investigation conducted by the building principal, the district superintendent, or the Board of Education, great care shall be taken to ensure protection of the teacher's rights to due process. Every attempt shall be made to obtain the facts from the teacher's point of view, as well as from the point of view of the school patron.

40.5 The Board shall take the necessary steps to communicate the procedure outlined in this article to school patrons.

ARTICLE 41: BOARD POLICY AND NEGOTIATED AGREEMENT COPIES

41.1 The Board Policy Book and the Negotiated Agreement will be posted on the Purcell Public School's Google Drive with access given to all certified employees of Purcell Public Schools.

41.2 Updates to the Negotiated Agreement will occur within thirty (30) calendar days of ratification by the Purcell Board of Education and PACT. (Revised September 2013)

41.3 Deleted – September 2013.

ARTICLE 42: GRIEVANCE PROCEDURE

42.1 Definitions

- A. A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this master contract Agreement or state school law.
- B. A "grievant" or "aggrieved person" shall mean a teacher or teachers making a claim.
- C. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- D. A "grievant" or "party in interest" may include the Association when the grievance involves Association rights under Articles 5-9 of this Agreement or state school law.
- E. "Days" shall mean teacher working days, except as otherwise indicated.

42.2 Purpose: 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 teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

42.3 Structure

- A. All grievances shall be filed with the Association Grievance Committee. Formal grievances shall be submitted, in writing, on a standard form jointly developed by the Association and the Superintendent or his/her designee. See Appendix "B" attached.
- B. The Association and the Board shall not recognize any grievance, except by mutual consent, unless it is presented at the appropriate level within twenty (20) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
- C. The grievance procedure is designed to resolve problems at the lowest possible level. No step may be bypassed or time limits extended without mutual agreement by the parties involved in the grievance.
- D. Should it be agreed by the Superintendent, or his/her designee, and the grievant that investigation or processing of any grievance requires that a grievant or representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. Deduction of salary equal to the actual cost of a substitute shall be made only if the grievant has requested the release time.
- E. Grievances initiated by the Association involving more than one school principal or school site may be, at the Association's option, filed at Step Two.

42.4 Procedure:

- A. INFORMAL: The Association and the Board acknowledge that it is usually more desirable for a teacher and his/her principal to resolve problems through free and informal communications. Such informal communications must occur prior to a formal grievance being filed. When requested by the grievant or administration, the grievant or administration's representative may intervene to assist in the informal process.
- B. Step One: If informal communications fail to bring about a resolution of the problem satisfactory to the grievant, the grievant may submit the grievance, in writing, to the principal involved, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant and/or his/her representative and the principal and/or his/her representative shall be present for the meeting. The principal shall provide the grievant with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.
- C. Step Two: If the grievant is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within five (5) days after the presentation of the grievance, then the grievance may be submitted to the Superintendent in writing. The Superintendent shall arrange for a hearing with the grievant and/or his/her representative to take place within five (5) days of his/her receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) days to provide his/her written decision, together with the reasons for the decision, to the grievant and the Step One principal.
- D. Step Three: If the grievant is not satisfied with the disposition of his/her grievance at Step Two, or if no decision has been rendered within five (5) days after the hearing with the Superintendent, he/she may, within five (5) days after the decision by the Superintendent or ten (10) days after the hearing with the Superintendent, whichever is sooner, submit the grievance in writing to the Board. The grievance shall be heard by the Board at the next regularly scheduled Board meeting or at a special or emergency meeting called by the Board for that purpose. Neither party shall be permitted to insert in the Board proceedings any evidence which was not submitted to the other party before the completion of the Step Two hearing. The parties in interest shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. The Board shall then render a decision, in writing, together with the reasons for the decision, to the grievant and the Superintendent no later than its next regularly scheduled meeting.
- E. Time Limits: If stipulated time limits are not met by the Board or its representatives, the grievant shall have the right to appeal the grievance to the next level of the procedure. If stipulated time limits are not met by the grievant, the grievance shall not be heard.

42.5 Rights to Representation: Any grievant may be represented at all stages of the grievance procedure by himself/herself or by a personally designated representative. When a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

42.6 Reprisals Prohibited: No reprisals of any kind will be taken by the Board or its agents or the Association against any teacher because of his/her participation in the grievance procedure.

42.7 Cooperation of Board and Association: The Board and/or district administration will cooperate with the Association in the investigation of any grievance, and further, will furnish the grievant such information as is requested for the processing of any grievance, provided that the Board and/or the district administration will not be responsible to provide clerical assistance to the grievant.

42.8 Personnel Files: All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 43: REIMBURSEMENT FOR DISTRICT-REQUIRED ADDITIONAL FURTHER EDUCATION

43.1 The Board shall reimburse teachers for the cost of books and tuition incurred by said teacher in obtaining additional college hours or new certification. The new certification or hours must be necessary for the teacher to gain standard certification in a new position requested by the Board.

43.2 Deleted August 2014

ARTICLE 44: SUBSTITUTE TEACHERS

44.1 The Board will make every effort to provide substitutes for teachers who take a day of leave. At no time will the teacher be required to provide, call or in any way find their own substitutes. This shall be the responsibility of office personnel. {Revised October 2000}

44.2 If a teacher volunteers or is requested to accept students or to perform secretarial duties during their planning time, the teacher will be compensated with an amount of sick leave credit equal to the amount of time substituted. (Revised September 2003)

44.3 The administration of each building will compile a list of staff members for use on the occasion that a class/classes need to be covered by school staff. The administration will make every effort to fill these assignments on a voluntary basis. However, if volunteering is a hardship, the list will be utilized by selecting the next person on the list. Future absences to be covered will go to the next person on said list. {Added August 2019}

ARTICLE 45: SITE BUDGETS

45.1 Site Budgets are under the discretion of the building principal. A portion of the budget will be allocated for teaching supplies/equipment. The principal will work with the faculty to establish priorities for the expenditure of this allocation so that the greatest needs of students and teachers may be addressed. Building budget committees or similar ways may be used to obtain teacher input in the allocation process. {Revised August 1993}

ARTICLE 46: TEACHER CONTRACT REVIEW

46.1 Teachers will receive a written copy of their contract at least three days prior to required signing. {Added August 2002}

ARTICLE 47: – Deleted August 2014

H. APPENDICES

GRIEVANCE FORM
STEP ONE

DATE:

TO: PRINCIPAL

1. AGGRIEVED PERSON: _____
2. PRINCIPAL INVOLVED: _____
3. SUMMARY OF GRIEVANCE:

DIRECTIONS: MAKE TWO COPIES, ONE TO PRINCIPAL, ONE TO GRIEVANT.

_____ Date

_____ has requested approval to enroll at
(Teacher)

_____ for the fall, spring, summer session in
(College or University)

session in _____ hours. The course(s) taken will be _____
(Number)

_____ (Course(s) Name and Description)

These courses are: (Circle One)

- a. part of a masters' degree program.
- b. directly related to the teachers' current teaching assignment.
- c. are required for certification in another teaching field.

It will be the teacher's responsibility to file a copy of this approval in the permanent file at the Superintendent's office.

Signature
(Building Principal or Superintendent)

[SCHOOL DISTRICT LETTERHEAD]

[DATE]

[Name]
[Address]

Re: Notice of Hearing on Recommendation for Nonreemployment due to Potential Reduction in Force

Dear _____:

This is to notify you that on the ____ day of _____, 20____, at _____ p.m., the Board of Education will hold a hearing at _____ [address] _____, at which time the Board will consider and determine whether to accept my recommendation that your position be eliminated and that your contract not be renewed for the 20____-____ school year due to a reduction in force.

The cause or causes and the underlying facts for the recommendation are as follows: _____

Also enclosed with this letter is a copy of my recommendation which sets out the cause or causes and underlying facts on which the recommendation is based.

You have the right to appear before the Board at the hearing and present your position, and witnesses and other evidence, as to why a reduction in force is not necessary, why your specific teaching position should not be eliminated and why your teaching contract for the 20____-____ school year should be renewed. You will be given an adequate opportunity to present your side of the matter to the Board of Education.

If you have any questions concerning the procedures to be followed at the hearing, please feel free to contact me.

Very truly yours,

Superintendent of Schools

Enclosure

**[TO BE PERSONALLY DELIVERED TO TEACHER
AND TO BE MAILED BY CERTIFIED MAIL, RETURN RECEIPT
REQUESTED, ADDRESSEE ONLY]**

[SCHOOL DISTRICT LETTERHEAD]
[DATE]

[NAME OF TEACHER]
[ADDRESS OF TEACHER]

Re: Notice that Nonreemployment [Dismissal] Due to Reduction in Force has been Approved by the Board of Education.

Dear [Mr. or Ms.] _____:

On the ____ day of _____, 20____, the Board of Education of the Purcell School District voted to eliminate your employment position and to not renew your contract for the 20____-____ school year because of a reduction in force.

The basis for the Board's decision is: _____

The decision of the Board of Education is final and non-appealable.

If the Board decides to reinstate your specific position within the next school year, you will be notified and may be eligible to be reemployed.

Very truly yours,

Superintendent of Schools

[TO BE PERSONALLY DELIVERED TO TEACHER AND TO BE MAILED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSEE ONLY]

[IF A PROBATIONARY TEACHER IS DISMISSED UNDER THIS POLICY RATHER THAN NONREEMPLOYED THEN THE LANGUAGE OF THIS LETTER NEEDS TO BE REVISED TO REFLECT A DISMISSAL]

PURCELL PUBLIC SCHOOLS

2019-2020 SALARY SCHEDULE

STEP	Bachelor	Bachelor +16	*Bachelors+ National Board Certification	Masters	Masters +16	Masters +32	*Masters + National Board Certification	Doctorate
0	\$38,453	\$38,653	\$39,611	\$39,867	\$40,067	\$40,267	\$41,025	\$41,281
1	\$38,895	\$39,095	\$40,053	\$40,309	\$40,509	\$40,709	\$41,467	\$41,723
2	\$39,336	\$39,536	\$40,131	\$40,750	\$40,950	\$41,150	\$41,909	\$42,164
3	\$39,779	\$39,979	\$40,937	\$41,193	\$41,393	\$41,593	\$42,351	\$42,607
4	\$40,220	\$40,420	\$41,378	\$41,634	\$41,834	\$42,034	\$42,792	\$43,048
5	\$40,700	\$40,900	\$41,858	\$42,114	\$42,314	\$42,514	\$43,272	\$43,528
6	\$41,171	\$41,371	\$42,330	\$42,585	\$42,785	\$42,985	\$43,744	\$44,000
7	\$41,643	\$41,843	\$42,801	\$43,057	\$43,257	\$43,457	\$44,215	\$44,471
8	\$42,114	\$42,314	\$43,272	\$43,528	\$43,728	\$43,928	\$44,687	\$44,942
9	\$42,585	\$42,785	\$43,744	\$44,000	\$44,200	\$44,400	\$45,158	\$45,414
10	\$43,623	\$43,823	\$44,783	\$45,540	\$45,740	\$45,940	\$46,700	\$47,958
11	\$44,125	\$44,325	\$45,284	\$46,041	\$46,241	\$46,441	\$47,201	\$48,459
12	\$44,626	\$44,826	\$45,782	\$46,543	\$46,743	\$46,943	\$47,702	\$48,961
13	\$45,127	\$45,327	\$46,287	\$47,044	\$47,244	\$47,444	\$48,203	\$49,462
14	\$45,628	\$45,828	\$46,788	\$47,545	\$47,745	\$47,945	\$48,705	\$49,963
15	\$46,149	\$46,349	\$47,309	\$48,066	\$48,266	\$48,466	\$49,226	\$50,485
16	\$46,650	\$46,850	\$47,810	\$48,568	\$48,768	\$48,968	\$49,728	\$50,987
17	\$47,152	\$47,352	\$48,312	\$49,069	\$49,269	\$49,469	\$50,229	\$51,488
18	\$47,653	\$47,853	\$48,813	\$49,571	\$49,771	\$49,971	\$50,731	\$51,990
19	\$48,155	\$48,355	\$49,315	\$50,072	\$50,272	\$50,472	\$51,232	\$52,491
20	\$48,676	\$48,876	\$49,837	\$50,595	\$50,795	\$50,995	\$51,755	\$53,015
21	\$49,178	\$49,378	\$50,339	\$51,096	\$51,296	\$51,496	\$52,257	\$53,516
22	\$49,680	\$49,880	\$50,840	\$51,598	\$51,798	\$51,998	\$52,759	\$54,018
23	\$50,182	\$50,382	\$51,342	\$52,100	\$52,300	\$52,500	\$53,260	\$54,520
24	\$50,683	\$50,883	\$51,843	\$52,602	\$52,802	\$53,002	\$53,762	\$55,022
25	\$52,116	\$52,316	\$53,299	\$54,070	\$54,270	\$54,470	\$55,252	\$56,535
26	\$52,549	\$52,749	\$53,732	\$54,504	\$54,704	\$54,904	\$56,565	\$56,969
27	\$52,983	\$53,183	\$54,166	\$54,937	\$55,137	\$55,337	\$56,998	\$57,402
28	\$53,416	\$53,616	\$54,599	\$55,371	\$55,571	\$55,771	\$57,432	\$57,836
29	\$53,850	\$54,050	\$55,033	\$55,804	\$56,004	\$56,204	\$57,865	\$58,269
30	\$54,283	\$54,483	\$55,466	\$56,238	\$56,438	\$56,638	\$58,299	\$58,703

Cash in Lieu of Flexible Benefit Allowance - Teachers not enrolled in the District's Health Insurance Plan shall receive from the state a payment in lieu of health insurance in the amount of \$69.71 per month / \$836.52 per year.

Flexible Benefit Allowance for Major Medical - Teachers enrolled in the District's Health Insurance Plan shall receive from the state a Flexible Benefit Allowance (FBA) for Major Medical payment of \$594.90 per month (September-December) \$615.90 per month (January-August). The Total amount the teacher will receive for FY20 is \$7,306.80. The FBA is equal to 100% of the HealthChoice High option premium. Any excess FBA over the cost of the major medical coverage purchased by the teacher may be taken as taxable compensation. No certified employee shall receive an FBA payment less than provided for by state law.

****Teachers eligible to receive the National Board Certification bonus shall not be eligible to receive the additional salary increment set forth in this salary schedule. *National Board Certification columns are for teachers' who received National Board Certification after June 30, 2013.***

REQUEST FOR SICK LEAVE SHARING

Number of days requested: _____

Dates requested: _____

Reason for the request:

Attach documentation from a licensed physician or healthcare practitioner verifying the severe or extraordinary nature of the condition that the absence is medically essential and the expected duration of the condition.

Signature of the employee: _____

Date: _____

Deliver to the Superintendent's Office

IN WITNESS WHEREOF, the duly designated representatives of the Board and the Association have set their signatures hereto.

FOR THE BOARD:

FOR THE ASSOCIATION:

Tracy Folsom, President
Purcell Board of Education

Amber Findley, President
Purcell Association of Classroom Teachers

Dru Smith, Clerk
Purcell Board of Education

Candice McCurdy, Negotiations Chairman
Purcell Association of Classroom Teachers

Dr. Sheli McAdoo, Superintendent

Purcell Association of Classroom Teachers

Date Approved: September 9, 2019

Date Approved: _____