



NEGOTIATED AGREEMENT

By and Between

Chouteau-Mazie Board of Education

and

Chouteau Association of Professional Educators

School Year

2022-2023

CHOUTEAU-MAZIE PUBLIC SCHOOLS PROCEDURAL AGREEMENT

Article I: PARTIES TO AGREEMENT:

1.1 The Board of Education of Chouteau-Mazie Public Schools, hereinafter called "Board", "District", or "Party", and the Chouteau Association of Professional Educators, hereinafter called "Association," "POE," or "party", hereby enter into this Procedural Agreement (the "Agreement"). No other party, organization or entity is affected or bound by the terms of this Agreement or any negotiated agreement entered into between POE and the Board.

Article II: PURPOSE:

2.1 On May 18, 2015, the Board recognized POE as the exclusive representative for the bargaining unit consisting of all employees who are required by the positions for which they are employed to be licensed or certified as teachers or entry year teachers, as those terms are defined in Oklahoma law, and who do not hold supervisory authority with respect to other teachers in the District.

2.2 The Board and the Association will use a Collaborative Communication Process Model for all discussions and to comply with all provisions of 70 O.S. §509.1 - §509.10. With this Agreement, the parties outline the procedures that will govern the collaborative communication between them as stated herein.

Article III: SCOPE OF AND RESERVATION OF POWERS:

3.1 The Board and the Association agree to negotiate and collaboratively communicate in good faith on the wages, hours, fringe benefits and other terms and conditions of employment. To negotiate and collaboratively communicate in good faith shall mean that both parties must be willing to consider proposals in an effort to find a mutual basis for agreement and must be willing to discuss their respective proposals. If either party objects to the other's proposals, the objecting party must support its objections with rationale.

3.2 The Board and the Association reserve and retain unto themselves, without limitations, all powers, rights and authority conferred upon and vested in them by state and federal law, and nothing contained herein shall be deemed to constitute a waiver of such powers, rights, and authority. The Board shall have the right to make policy, rules and regulations that are not inconsistent with any law or the negotiated agreement.

3.3 There shall be no negotiations on inherent managerial policy including the function of the Board, the determination of the Board's budget and the selection of personnel.

Article IV: COUNCIL, MEETINGS, AND NEGOTIATIONS:

4.1 A District collaborative communication council (hereinafter referred to as "Council") may have up to eight (8) members including: up to four (4) teacher representatives, which may include legal counsel, and up to four (4) District representatives, which may include administrators, board members, or legal counsel. Pursuant to the POE Bylaws, POE will elect teachers to represent it on the Council.

The Board will select the representatives on the Council for the administration/Board. Each group will select one official spokesperson, who will serve as a co-facilitator to guide the communication process.

4.2 During the month of May each year the Council will schedule meeting dates for the ensuing school year for the purpose of discussing current concerns related to working conditions but not negotiations. All meeting locations shall be mutually agreed to by the parties. . The Council may also meet at the request of either the superintendent/Board or the Association to discuss an issue that might arise between regularly scheduled meetings.

4.3 All members of the professional staff may attend and observe any Council meetings, but may not participate. No recording devices shall be permitted at any Council meetings.

4.4 Removal of a Council representative may occur if the majority of the represented group wishes to withdraw and replace their representative. The Board and the Association will determine how the removal and new appointment processes will be carried out for their respective group.

4.5 A Council Secretary, who is a member of the Council, will be elected by the Council. The duties of the Council Secretary will be to take Minutes of the regularly scheduled Council meetings and to write a report of what happened during each regularly scheduled Council meeting. The Council Secretary, upon approval from the entire group, will make a copy of the report available to all professional staff and members of the Board.

4.6 Negotiations Meetings:

Prior to March 1 of each year, the Association shall submit a written request to the Superintendent with a copy to the Board Clerk for meetings for the purpose of conducting negotiations for the ensuing year to commence. If no request is made prior to March 1, negotiations will not take place for the ensuing year. If a request is timely made then the Association and the District shall schedule meetings of the council for purposes of negotiations.

Negotiation meetings shall commence no later than April 10, unless another date is mutually agreed to by the parties.

The Board and/or the Superintendent agree to provide the Association, upon request, current District financial records or other financial information and salary placement data.

4.7 When a tentative agreement is reached by the parties it shall be reduced to writing. The Association will present the tentative agreement to the members of the bargaining unit for approval by a majority vote. If the tentative agreement is approved by the Association, then the tentative agreement will be presented to the Board for possible approval at the next regularly scheduled Board meeting if possible.

4.8 Should impasse occur during the course of negotiations the parties agree to utilize the provisions set out in 70 O.S. §509.7.

Site Level:

4.9 The Association may have a representative at each school building site or grade level, who may also serve as a member of the Council, who may meet with the principal at regularly scheduled times, and at other times when needed, to address site level concerns regarding wages, hours fringe benefits, and other terms and conditions of employment raised by members of bargaining unit.

4.10 Concerns regarding wages, hours fringe benefits, and other terms and conditions of employment not effectively addressed at the site level may be referred to the Council for assistance and resolution.

Article V: SAVINGS

5.1 Should any provision(s) of this Agreement become null and void by statute or as a result of a decision of a court of competent jurisdiction, such provision(s) shall be severed from the Agreement, but all remaining provisions shall continue in full force and effect for the duration of the Agreement.

Article VI: DURATION OF AGREEMENT

6.1 This Agreement shall be in effect upon execution by the Board and the Association. This Agreement shall continue in effect for successive fiscal year periods (July 1 through June 30), unless written notice is given, prior to March 1, by either party, that the party desires to modify, amend, or terminate this Agreement. Within thirty (30) days of such notice, representatives for the parties shall meet on a mutually agreeable date to commence work on any modifications, amendments, or new Agreement outlining Collaborative Communication procedures.

6.2 This Agreement shall become null and void if the Association ceases to be the exclusive bargaining unit herein described.

6.3 Any proposed amendments to this Agreement during the fiscal year may be added hereto if agreed to in writing between the Board and the Association.

Article VII: EXECUTION OF AGREEMENT

7.1 In witness whereof, authorized representatives of the parties do hereby affix their signatures this _____ day of _____, 2022.

For the Board

For the Association

Board President

POE President

Adopted: _____

Table of Contents

Work Year	9
Work Day	10
Duty-Free Lunch	12
Preparation Period	13
Extra Duty Compensation Form	15
Teacher Workroom	16
Telephone - Deleted	17
Vacancies and Transfers	18
Right to Representation	20
Personnel Files	21
Teacher Evaluation	23
Reduction in Force	25
Identification Cards	28
Athletic Events	29
Professional Development	31
Call-In Procedure	32
Student Handbook Recommendation	33
Report Forms	34
Keys and Board Policy Book	35
End of the Year Check-Out Sheet	37
Fee Waivers	38
School Calendar	39
Curriculum / Scheduling Input	40
Working Environment	41
Acknowledgment of Receipt of Requisitions	42

Personal Appearance / Clothing	43
Grievance Procedure	44
Grievance Forms	48
Complaint Procedure	52
Complaint Forms	54
Sick Leave	57
Personal Business Leave	59
Emergency Leave	60
Notification of Accumulated Leave Days	61
Legal Process Leave	62
Salary Payment Following Exhaustion of Leave	63
Family and Medical Leave	64
Sick Leave Sharing Bank	66
Sick Leave Deposit Form	69
Sick Leave Withdrawal Form	70
Sick Leave Sharing Program	71
Request for Donated Sick Leave	74
Sick Leave Donation Form	75
Leave of Absence	76
Excessive Leave or Unpaid Leave	78
Leave Request / Absentee Form	79
Attendance Incentive	81
Stipend Agreement	82
Association Privileges	83
Information Distribution	84
Use of Equipment	85

Availability of Information	86
Salary	87
2022-2023 Salary Schedule – Bachelors	88
2022-2023 Compensation Schedule – Bachelors +15	89
2022-2023 Compensation Schedule - Masters	90
2022-2023 Compensation Schedule - Masters+15	91
2022-2023 Compensation Schedule - Doctorate	92
Application for Placement on Career Salary Schedule	93
Athletic Events	94
Warrants / Checks	95
Extra Duty Compensation Guidelines	102
High School and Middle School Department Chairs	104
Advanced Education	105
Salary Credit for Degrees	106
Flexible Fringe Benefit Plan	107
Health Insurance	108
Mileage	109
Professional Development Stipend Pay	110
Application for Professional Development	111
Non-Discrimination	113
Savings Clause	114
Duration	115
Ratification of Agreement	116

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article I</p> <p style="text-align: center;">General Conditions of Employment</p>	<p style="text-align: center;"><i>Section 1</i></p> <p>Issued: October 14, 2008</p> <p>Revised: August 12, 2009</p> <p>Revised: November 7, 2011</p> <p>Revised: June 3, 2013</p>
---	---

Work Year

The work year for teachers shall consist of the number of student instructional days plus up to six (6) professional days plus up to two (2) parent-teacher conference days, to a maximum of 180 days.

The district shall provide individual employment contracts to teachers within forty-five (45) days of Board of Education ratification of the negotiated agreement for the school year. Upon receipt of his/her individual contract, each teacher shall have five (5) working days to review the contract. Individual employment contracts shall not be submitted to the Board for final approval until submitted to and signed by individual teachers.

Article I

General Conditions of Employment

Issued: October 14, 2008

Revised: August 12, 2009

Revised: November 7, 2011

Revised: , 2015

Revised, 2016

Work Day

Subject to the Board approved calendar, ~~the normal work day for teachers shall be seven hours and fifty five minutes, provided that professional responsibilities (e.g. Back to School/Open House, parent teacher conference evenings, IEP meetings, building staff meetings) do not require otherwise.~~ Unless assigned morning duty beginning at 7:35 a.m. or assigned after school duty ending at 4:00 p.m., teachers shall be required to report to work twenty-five (25) minutes prior to the beginning of the student day and shall be permitted to leave work fifteen (15) minutes after the student day ends, provided that assigned bus duties have been completed.

1. Teachers may be required to remain after their work day or to come early before the regular work day for scheduled staff meetings.
 - A. Teachers shall receive twenty-four (24) hours' notice of scheduled staff meetings. Regularly scheduled staff meetings held after/before school should not last more than one (1) hour, absent exigent circumstances, and no more than two (2) per month, absent exigent circumstances.
 - B. Emergency meetings may be scheduled without twenty-four (24) hours' notice.
 - C. If a scheduled meeting is canceled, teachers shall be notified as soon as possible.
2. Teachers shall be required to remain after their work day to attend conferences with a parent. Teachers will schedule the conference time with the parent. Teachers shall be required to attend open house activities unless excused by the

principal.

3. When parent-teacher conferences are held on two evenings of the same work week, the teacher work week shall consist of not more than four (4) days that week. The administration shall select the dates on which parent-teacher conferences will be scheduled after soliciting input from the Association. No extra-curricular activities shall be scheduled at the same time as parent-teacher conferences, if possible. Teachers shall have the option of scheduling their own conferences or permitting the office to schedule the conference for them.
4. Teachers may leave school during duty free lunch after signing out in the Principal's Office. Teachers may leave school during planning time to conduct school business and necessary personal business after signing out with explanation in the principal's office. Teachers may not leave the premises except with administrative knowledge or in case of emergency or per the leave plan of the negotiated contract.
5. To maintain a safe and productive work environment, it is expected that employees be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the school district. In the rare instances where employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

<p>2022-23 Negotiated Agreement</p> <p>Article I</p> <p>General Conditions of Employment</p>	<p><i>Section 3</i></p> <p>Issued: October 14, 2008</p>
---	---

Duty-Free Lunch

Each teacher shall be granted a minimum of twenty (20) minutes of duty-free lunch time each day. Teachers may choose to forego duty free lunch time at their discretion. During inclement weather or emergencies the principal may require teachers to forego duty-free lunch time to supervise students. The loss of duty-free lunch time shall be on a rotation basis for all teachers.

As much as possible, each teacher shall be given an equal number of duty assignments outside the classroom, such as hall, parking lot, plaza, gym, playground, bus, etc. according to their building assignments.

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article I</p> <p style="text-align: center;">General Conditions of Employment</p>	<p style="text-align: center;"><i>Section 4</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised: November 7, 2011</p> <p style="text-align: center;">Revised: October 15, 2012</p> <p style="text-align: center;">Revised: June 3, 2013</p> <p style="text-align: center;">Revised: , 2015</p> <p style="text-align: center;">Revised, 2016</p>
---	--

Preparation Period

1. High school and middle school classroom teachers shall be scheduled for one (1) period each day for duty free planning.
2. Elementary classroom teachers shall be scheduled for duty free planning time at times when their students are under the supervision of specialized teachers such as music, library, or P.E. teachers, and during recess, when their students are under the supervision of another teacher. Teachers assigning students to detention during recess must directly supervise those students. At Chouteau Elementary, the above planning time shall be a minimum of 200 minutes per week, with no less than one period of 25 consecutive minutes per/day. At Mazie Elementary, the above planning time shall be a minimum of forty-five (45) minutes per day.
3. Teachers may be occasionally required to forego scheduled planning time in order to accept responsibilities related to the function of the school. During the contract year, teachers may be required to attend up to five (5) group meetings per month during their planning sessions.
4. Any teacher requested by the administration to forego his/her planning period to teach a class during their scheduled planning period shall be compensated at the rate of Fifteen Dollars (\$15.00) per period up to ten (10) periods annually; Twenty-Five Dollars (\$25.00) per period for eleven (11) or more periods annually. This provision shall not apply to any teacher who is receiving extra duty pay in

conjunction with said period.

5. In order to be compensated for this service, teachers who meet the underlying requirements, must complete a Green Sheet identifying, among other information, the date the teacher taught a class in lieu of his/her planning period and certifying that the teacher was not receiving extra duty pay in conjunction with the period taught. The Green Sheet must be submitted to the approving administrator in sufficient time to be received in the central office no later than the 3rd of the month (or the next work day if the 3rd falls on a weekend or holiday) during the school year in order to receive payment in the next pay period. Compensation for teaching a class(es) during a planning period(s) will be forfeited if the Green Sheet is not received by the central office by the 3rd (or next work day if the 3rd falls on a weekend or holiday) of the second (2nd) month following the month during which the service was performed; provided, Green Sheets for service performed during May must be submitted to the approving administrator in sufficient time to be received in the central office no later than last contractual day. A sample of the Green Sheet is included with this negotiated item.
6. Teachers who choose to accept an assignment to teach an academic class during their scheduled preparation period for an entire school year shall receive an additional one-seventh (1/7) of their base salary. If the assignment is for less than a full contract year, the amount shall be prorated. This section shall not apply to extra duty assignments, extra duty assignments in conjunction with said period, substitute assignments, or for occasional assignments to cover classes for others to insure the proper functioning of the school.
7. If the District provides a substitute for a teacher who has been excused from teaching a class period, but did not request a formal leave per the negotiated contract, the teacher shall reimburse the District for the cost of the substitute, which shall be deducted from the teacher's pay. This provision shall not apply if the teacher makes arrangements with another teacher.

2021-22 Negotiated Agreement	<i>Section 5</i>
Article I	
General Conditions of Employment	Issued: October 14, 2008

Teacher Workroom

The Board agrees to provide a teachers' workroom at each building site, as long as space is available, that will not interfere with the needs of the students.

Access to Elementary, Middle School and High School workrooms and use of equipment therein will be restricted to the use of school employees, adult volunteers and office aides.

Upon request, a key to the workroom will be provided to each teacher assigned to that building.

<p>2021-22 Negotiated Agreement</p> <p>Article I</p> <p>General Conditions of Employment</p>	<p><i>Section 6</i></p> <p>Issued: October 14, 2008 Revised: November 7, 2011 Deleted: , 2015</p>
---	---

Telephone - Deleted

Article I

General Conditions of Employment

Issued: October 14, 2008

Revised June 3, 2013

Revised: , 2015

Revised August, 10, 2020

Vacancies and Transfers

1. Posting of Vacancies

- A. Notice of vacancies for certified positions shall be posted at each school during the school year. During June, July, and August, notices of vacancies shall be posted in the Superintendent's Office. Notices of vacancies shall be posted within ten (10) days after they become known and shall remain posted for five (5) working days during the school year and ten (10) calendar days during the summer. Except that, if a vacancy occurs within three weeks of the start of the school year, the posting of the vacancy may be limited to three (3) calendar days. All posting of vacancies will be mailed to the POE President at the time of posting. Salaries for newly created positions within the bargaining unit, as defined by the procedural agreement, will be negotiated with the bargaining unit. Such negotiations shall begin within the posting period.

Postings shall include title, qualifications, salary schedule, and due date.

- B. Prior to the last day of the school year, teachers desiring a transfer to a position that may become vacant during the summer months, may make such request by providing the office of the superintendent with a self-addressed, stamped envelope. When requested vacancies occur during the summer months, the vacancy posting will be mailed to those teachers who have followed the above procedure.

2. Voluntary Transfer

- A. Teachers employed in the District may apply and be considered for vacancies within the bargaining unit before applicants from outside the district will be

considered.

- B. All currently employed teachers and teachers on the current recall list who apply for and are qualified for the vacancy will be granted an interview.
- C. In the event that a decision is made to fill the vacancy with a currently employed teacher and more than one such teacher has applied, the educational needs of the students and the individual qualifications of the teachers related to the desired position will be considered in determining which teacher will be placed in the vacant position. All qualifications shall be related to grade level and/or subject area. Such qualifications shall include: certification, educational training, experience and special skills such as computer, music and foreign language. If all of the above factors are equal, the teacher with the most seniority shall receive the assignment.

3. Involuntary Transfer

- A. When an administrative transfer is deemed necessary, the vacancy shall be posted. The principal will consider the educational needs of the students and determine the grade level and or subject area where the transfer can best be made. Qualified teachers who volunteer will be transferred first.
- B. When selecting a teacher to be transferred, the principal shall review and consider the individual qualifications of teachers. All qualifications shall be related to grade level and/or subject area. Such qualifications shall include: certification, educational training, experience, and special skills such as computer, music, and foreign language. If all of the above qualifications are equal, the teacher with the least seniority, which is defined as continuous years of teaching in the district, shall be transferred.
- C. When an administrative transfer is deemed necessary and will only affect a specific teacher, for reasons related only to that teacher, the transfer shall be implemented.
- D. Notification of transfers will be done by June 1st unless circumstances warrant otherwise, ie. student enrollment, late resignations, etc.

2021-22 Negotiated Agreement	<i>Section 8</i>
Article I	
General Conditions of Employment	Issued: October 14, 2008 Revised: , 2015

Right to Representation

1. If documentation of a conference is to be made, the immediate supervisor shall give reasonable notice of the scheduled conference including the subject matter to be discussed. Teachers shall have the right to be accompanied by a representative, who is a member of the bargaining unit, at such conference. It is the teacher's responsibility to secure a representative that will be available at the time of the scheduled conference.
2. If, during a conference scheduled for another purpose, it is decided that a formal written reprimand or other written disciplinary action is to take place, the teacher may request that the conference be rescheduled so that the teacher may obtain a representative, who is a member of the bargaining unit, to accompany him/her when the conference resumes. It is the teacher's responsibility to secure a representative that will be available at the time of the rescheduled conference.
3. When a scheduled conference becomes disciplinary in nature, the teacher shall have the right to representation by a representative who is a member of the bargaining unit. The teacher shall have the responsibility of securing a representative.

Article I

General Conditions of Employment

Issued: October 14, 2008

Personnel Files

1. Teacher personnel files shall be maintained as follows:
 - A. A working file in the principal's office.
 - B. An official file in the superintendent's office.
2. Information from sources other than the superintendent's official personnel file may not be used in any action that adversely affects the teacher's employment status.
3. Material that may adversely affect a teacher's employment status shall not be placed in a teacher's files until the teacher has had an opportunity to read and to sign and date the material to be filed. The teacher's signature shall signify that the teacher has read the material to be filed but not that the teacher necessarily agrees with its content. The teacher shall receive a copy of said material at the time of signing.
4. Teacher shall have the right to submit a written response to any material placed in their files within two (2) weeks after viewing such material, and such response shall be attached to original material. Any material placed in the personnel files is subject to the grievance procedure.
5. No unsigned or improperly identified item shall be placed in a teacher's files.
6. Upon written request of the teacher all material related to disciplinary actions, shall be removed from the personnel files after three (3) years and returned to the teacher if there are no additional disciplinary actions of the same nature in the file. All other material(s) of a negative nature from outside sources that have not led to disciplinary action(s) may be removed after one (1) year. Any item of a serious or legal nature that could result in termination or legal action may be excluded from this provision.
7. A teacher, or the teacher's designee upon presentation of written authorization

from the teacher, may review the contents of the teacher's files with the exception of confidential letters of reference.

8. The examination of a teacher's file(s) by persons other than the teacher or those authorized by the teacher as provided above is limited to district employees or Board members who have a need for the information to complete their job duties and functions. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

<p style="text-align: center;">2021-22 Negotiated Agreement</p> <p style="text-align: center;">Article I</p> <p style="text-align: center;">General Conditions of Employment</p>	<p style="text-align: center;"><i>Section 10</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised: June 3, 2013</p> <p style="text-align: center;">Revised: 2015</p>
---	--

Teacher Evaluation

1. Purpose

The purpose of the evaluation is to improve instructional performance.

2. 3. Notification

At the beginning of each school year, the building principal or appropriate supervisor shall acquaint all teachers with the evaluation procedure. At this orientation session each teacher will sign an evaluation check sheet indicating that he/she has been made aware of the procedures. No evaluation will take place until the orientation session has been completed.

3. 4. Procedure

The building principal or appropriate supervisor shall evaluate each teacher. Such evaluation shall be based upon the TLE evaluation model. A copy of the current TLE model used with all state mandated changes, revisions, corrections, additions, deletions, etc. will be given to all teachers prior to their first evaluation.

4. 5. Failure to Receive Evaluation and Related Documents

Any teacher who fails to receive evaluation or other documents related to the District's evaluation process shall, within three (3) days of his/her evaluation conference, notify his/her principal and the superintendent. If within three school days of the initial notification the teacher has not received a hard copy of the document or documents requested, the teacher shall again, within three (3) days of the failure to receive the evaluation or other related evaluation documents notify the superintendent. The superintendent shall, within five (5) days of receipt of the teacher's notice, convene a meeting of the superintendent (or designee), principal, teacher, and teacher's POE representative to provide the teacher the

requested document(s), an explanation for the delay, and a proposal for addressing delivery of future documents. If any document not received by the teacher required a response or action by the teacher within a set number of days following the teacher's receipt of the document, the deadline shall be automatically extended by the same number of days the document's delivery was delayed.

Teachers shall, within three (3) days of receipt, read, review, and acknowledge receipt of all documents sent to teachers electronically and, when requested, shall acknowledge receipt in writing.

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article I</p> <p style="text-align: center;">General Conditions of Employment</p>	<p style="text-align: center;"><i>Section 11</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised: November 7, 2011</p> <p style="text-align: center;">Revised: October 15, 2012</p>
---	--

Reduction in Force

1. Needs of School District and Students

When it becomes necessary for the Board to reduce the total number of certificated and/or licensed employees in the bargaining unit, the student and program needs of the district will be the primary criteria in establishing priorities for those to be released.

2. Non-renewal Sequence

A. In administering this policy, the qualifications of teachers in the position or positions to be eliminated will be considered in the order listed below.

- i. Certification
- ii. Administrative evaluation
- iii. Experience
- iv. Training
- v. Special skills such as computers, music and foreign language.

B. A teacher who was initially employed in a position not fully

funded by a federal or private categorical grant who was subsequently assigned to a position that is fully funded by a federal or private categorical grant shall retain all rights under this policy/procedure in the event the position is eliminated due to loss of funding.

3. Displacement

- A. In the event a teacher eliminated through RIF is certified to hold a position other than the one being eliminated, said teacher may bump another teacher in that position, as long as the teacher has seniority over that person and has an average evaluation rating score that is greater than the other teacher.
- B. If the average rating scores of the teachers in the affected positions are identical, then the following, in this order, shall control bumping:
 - i. Seniority in the District
 - ii. The number of certifications held
 - iii. Total years of teaching experience
 - iv. A lot drawing made by the District Superintendent in the presence of an authorized representative of the POE.

4. Procedure for Reduction In Force

- A. Action by Superintendent. The Superintendent shall submit to the Board recommendations for eliminating particular teaching positions. In making the recommendations, the superintendent (a) shall consult with the relevant principal and administrator in whose school or unit a position elimination is proposed, and (b) shall take into consideration the criteria set out herein.
- B. Notice and Hearing Procedures. Prior to taking any action to non-reemploy a teacher due to a reduction in force, the Board shall provide written notice and an opportunity for hearing to the affected teacher; provided however, because the law does not provide non-renewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract. Notice of the expiration of the temporary teacher's contract at the end of the year shall be provided to the temporary teacher. The notice and Board hearing procedures other than the temporary teachers shall be the same as those provided by Oklahoma law regarding non-reemployment of teachers. Notice of a recommendation of non-reemployment shall be provided to the teacher prior to the applicable deadline set by law.
- C. Board Hearing. At the board hearing, evidence may be presented by the administration and the teacher, as to (a) whether a reduction in force is

reasonably necessary and is being made in good faith and for the best interests of the District and (b) whether the selection of the teacher being recommended for non-renewal was in accordance with the criteria herein.

D. Effect of Board Decision. The decision of the Board based on the evidence presented at the hearing shall be final and non-appealable.

5. Recall

A. Teachers who are released because of a reduction in force will have priority over outside applicants for one (1) year after the non-renewal date in filling vacancies and new positions for which they are qualified.

B. Throughout the first year after reduction in force, non-renewed teachers will be placed on a recall list. Teachers on this recall list will be notified by certified mail of position vacancies for which they have priority. Teachers shall be recalled in reverse order of non-reemployment for positions for which they are qualified. The teacher so notified must accept the position in writing on or before ten (10) days from the date the notice was received by the teacher or forfeit the position and continuation on the recall list.

C. A teacher non-reemployed by reason of reduction in force shall remain on the recall list for one (1) year after the date of non-renewal unless the teacher:

i. does not accept a position within ten (10) days from the receiving of notice of vacancy as herein above provided; or,

ii. waives recall in writing; or,

iii. resigns; or,

iv. refuses to accept a position for which he/she is qualified.

D. It shall be the teacher's responsibility to see that the District has his/her current address on file and the address retained on the District's records shall be the address utilized for recall purposes.

E. A teacher who is recalled shall be given credit for all previous teaching experience approved by the State Department of Education. Teachers recalled from the recall list shall be reinstated as to career status, if any, and seniority possessed by the recalled teacher on the date such teacher's non-reemployment as a result of reduction in force became effective shall also be reinstated.

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article I</p> <p style="text-align: center;">General Conditions of Employment</p>	<p style="text-align: center;"><i>Section 12</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised: , 2015</p> <p style="text-align: center;">Revised, 2016</p>
---	--

Identification Cards

Teachers shall be issued identification cards. Each teacher’s I.D. Card will admit that teacher, his/her spouse or a guest if the teacher is single, and dependent children, except in OSSAA State regulated playoff games. Teachers who do not have a current activity pass or school I.D. should ask their building principal for a replacement I.D.

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article I</p> <p style="text-align: center;">General Conditions of Employment</p>	<p style="text-align: center;"><i>Section 13</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised June 3rd, 2013</p>
---	--

Athletic Events

1. Teachers may volunteer (with compensation) to work at athletic events. However, no volunteer is guaranteed assignment to athletic event duty.
2. If a sufficient number of volunteers are not secured after seeking volunteers first from certified personnel and second from support personnel, the principal may assign district employees to cover the event. Notice of events for which volunteers are needed will be posted by the building principal or other administrator for at least two business days for the purpose of seeking certified employee volunteers. In the event there is less than two business days before an event is scheduled the building principal or other administrator may use other available means to provide notice first to certified personnel followed by support personnel.
3. A district employee who has volunteered for, or is assigned, a duty is solely responsible for that duty. In the event of an emergency which prevents the volunteer or assigned district employee from doing the duty, the district employee must notify the athletic director or administrator of said emergency prior to the time the duty was to take place. In the case of such notification, or if the volunteer or assigned district employee fails for any other reason to be present for the duty, the athletic director or administrator may assign other district employees to the now vacant duty positions. Under no circumstances should a volunteer or assigned district employee select his/her own replacement without first consulting with the athletic director or administrator.
4. District employees working at athletic events will be compensated at the rate established in the Extra Duty Compensation Schedule (Art. V, §5) (compensated athletic event volunteer).
5. If possible, district employees who have volunteered to work at athletic events shall be provided at least one week notice of the dates and times of games they are to work.

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article I</p> <p style="text-align: center;">General Conditions of Employment</p>	<p style="text-align: center;"><i>Section 14</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised October 15, 2012</p> <p style="text-align: center;">Revised June 3, 2013</p> <p style="text-align: center;">Revised 2016</p>
---	--

Professional Development

Certified Staff members will be provided professional learning opportunities based on benefit to the district and availability of funds. Staff members are encouraged to seek out and apply for professional learning opportunities that will increase their effectiveness, see page 110 for PD application.

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article I</p> <p style="text-align: center;">General Conditions of Employment</p>	<p style="text-align: center;"><i>Section 15</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised August 10, 2020</p>
---	---

Call-In Procedure

If a teacher is to be absent, he/she must follow the district procedure for securing a substitute:

1. Notify principal; this should be done by 7:00 a.m., if possible.
2. ~~Notify the Temporary Agency using the username and password or phone number provided.~~
3. In the event the principal cannot be reached the teachers will have a specified phone number(s) for the purpose of calling in their message. The specified phone number(s) will be given to the teachers within the first week the teachers report for the new school year.
4. In the case of inclement weather, teachers will be notified via the District's phone messaging system as soon as possible.

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article I</p> <p style="text-align: center;">General Conditions of Employment</p>	<p style="text-align: center;"><i>Section 16</i></p> <p>Issued: October 14, 2008</p> <p>Revised: , 2015</p> <p>Revised August 10, 2020</p>
---	--

Student Handbook Recommendation

A committee consisting of the building principal, teachers, parents or students, shall meet prior to March 1 each year to submit written recommendations for changes in the Student Handbook. The majority of the members shall be teachers. The recommendations shall be submitted to the Board by June 1 with a copy to Superintendent.

2022-23 Negotiated Agreement	<i>Section 17</i>
Article I	
General Conditions of Employment	Issued: October 14, 2008 Revised: August 12, 2009 Revised: November 7, 2011

Report Forms

1. Teachers shall have three (3) working days after the end of the first three (3) nine (9) week periods to turn in grade reports. At the end of the final nine (9) week period, teachers shall turn in their grade reports by the end of the last day of school.
2. Teachers' recommendations regarding the passing or retention of a student will be included in the student's permanent file.
3. Teachers should have a reasonable time to grade, record, and return assignments/tests to students.

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article I</p> <p style="text-align: center;">General Conditions of Employment</p>	<p style="text-align: center;"><i>Section 18</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised: , 2015</p>
---	---

Keys and Board Policy Book

1. New teachers will check out building and room keys from the appropriate building principal at the beginning of each school year.
2. Keys shall be immediately returned if requested by the teacher’s principal or the superintendent, and all keys shall be inventoried at the beginning and end of each school year as a part of the new year check-in and end of year check-out process. During summer months, teachers with or without school assignments may choose to retain a school key for summer use. Keys are not to be loaned or transferred to children, students or others for whom keys have not been issued or approved. Teachers should not loan their keys to other teachers or employees. Control of keys and building access is an important security, safety and energy consumption issue and as a result teachers who violate district requirements regarding keys or fail to safeguard keys will be subject to disciplinary action.
3. Principals or their designees shall be responsible for checking out teachers in their respective buildings. Checkout procedures for end of year will be posted in each building by principals, at least ten (10) working days prior to the last day of classes for students. Teachers shall complete end of year check out procedures within ten (10) calendar days of the end of classes. End of year check out sheet shall be used for this procedure.
4. At the beginning of each school year, teachers will be given digital access to the Board Policy book and the current Negotiated Agreement. In the event that the Negotiated Agreement has not been ratified by both parties by the beginning of the current school year, teachers will receive a digital copy of any revised items within ten (10) working days of ratification by both parties or following final resolution of any impasse.
5. Notice of any change in Board Policy, approved by the Board of Education, shall be

furnished to teachers within ten (10) working days of the Board's action. If the change occurs during the summer months, notice to teachers shall occur within ten (10) working days of the date teachers report to work for the new school year.

End of the Year Check-Out Sheet

Teacher: _____

Date: ____/____/____

Assignment: _____

- Complete end of year closing procedures in Wen-GAGE and turn in hard copy of grades.
- Have all report cards not called for or mailed handed in to principal.
- Have all textbooks boxed, if requested
- Have all rooms and desks in order
- Have all workbooks destroyed
- All student obligations turned in
- Workbook and textbook request
- Inventory lists (Textbook, Title I, technology and equipment)
- Keeping keys: yes or no
- Supply List turned in
- Repair and Alterations Sheet
- Activity and Financial Records Clear (if applicable) _____

Central Office

Special Education teachers

- △ All past due IEP's, MEEGS, and related paperwork needs to be in compliance.
- △ K-7th grade IEP's and MEEGS due prior to Sept. 1st should be completed, if possible.
- △ All files need to be returned to Admin Bldg. (Active, Inactive, Initial) in the correct order provided.
- △ Summary of performance and related IEP documentation should be completed for all graduating seniors.

(Teachers should be aware that failure to complete the checkout procedure as stated above, unless due to emergency or illness, may result in a written reprimand.)

Teacher's Signature

Summer Address

Phone #

Principal's Signature

- Teachers receiving twelve (12) checks will have the option to receive their June, July and August warrants on a date established by the district not later than May 31st. Otherwise, teachers will receive their July and August warrants on June 30. (See Article V., Section 4 of Negotiated Agreement)
- Teachers desiring to have checks mailed to them during the summer months may submit self-addressed stamped envelopes to the payroll clerk, per negotiated contract.

2022-23 Negotiated Agreement	<i>Section 19</i>
Article I	
General Conditions of Employment	Issued: October 14, 2008

Fee Waivers

When fee waivers for supervising student teachers are received from universities, they shall be distributed to the staff in the following order:

1. To the immediate consulting teacher(s).
2. To any co-consulting teacher(s).
3. To interested members of the bargaining unit. As a result of a random drawing held by the superintendent (or designee) and the association president (or designee).
4. Fee waivers must be used or released within twelve (12) months of receipt.
5. A list of available fee waivers will be given to the President of POE, and building principals at the end of each semester. A list will be posted in each building.
6. Any fee waivers after the above procedures shall be made available to the administration.

2022-23 Negotiated Agreement	<i>Section 20</i>
Article I	
General Conditions of Employment	Issued: October 14, 2008

School Calendar

By February 1st of each school year, the Association may provide input to the superintendent regarding the school calendar. The superintendent will consider the Association's suggestions before making his/her recommendation to the Board.

<p>2022-23 Negotiated Agreement</p> <p>Article I</p> <p>General Conditions of Employment</p>	<p><i>Section 21</i></p> <p>Issued: October 14, 2008</p> <p>Revised: November 7, 2011</p>
---	---

Curriculum / Scheduling Input

Teachers will have the opportunity to give input to the administration concerning the curriculum and scheduling after receiving the projected schedule for the next school year before the end of the current year, when possible. Teachers and Board acknowledge that factors and circumstances beyond their control may impact curriculum and scheduling and affect the ability to finalize the schedule prior to the end of one (1) school year and beginning of another school year.

2022-23 Negotiated Agreement	<i>Section 22</i>
Article I	
General Conditions of Employment	Issued: October 14, 2008 Revised: November 7, 2011

Working Environment

1. Teachers shall be provided with a safe, healthy, and secure working environment, to the extent possible.
2. Parking facilities, restricted from access by students during the regular school day, will be provided for teachers.
3. A teacher regularly assigned to a specific classroom or lab shall be provided at least six (6) hours prior written notification that his/her classroom and/or lab will be used by other(s). This notification shall indicate the date, time, and anticipated duration of such use.

2022-23 Negotiated Agreement	<i>Section 23</i>
Article I	
General Conditions of Employment	Issued: October 14, 2008

Acknowledgment of Receipt of Requisitions

The Encumbrance Clerk shall acknowledge receipt of a requisition by stamping the date of receipt on its face and initialing the requisition to show receipt. A copy of the requisition shall be returned to the teacher within seven (7) business days of its receipt by the Encumbrance Clerk or Superintendent’s designee.

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article I</p> <p style="text-align: center;">General Conditions of Employment</p>	<p style="text-align: center;"><i>Section 24</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised, 2016</p> <p style="text-align: center;">Revised August 2022</p>
---	--

Personal Appearance / Clothing

The POE acknowledges that the Board is concerned that certified employees understand and incorporate business casual dress, where appropriate, in their daily work. This extends to parent teacher conferences and other work-related activities involving students, parents, and the public. The Superintendent and building principals will work cooperatively to ensure that personal appearance and related expectations are discussed with teachers. In particular, when an administrator identifies a teacher whose personal appearance or clothing is considered inappropriate for the workplace, the administrator will promptly address the issue with the teacher and shall use such other remedial measures as are appropriate.

Principals shall encourage all school personnel to dress appropriately to reflect pride and professionalism. Dress should complement the professional image and serve as a positive example for students and the community.

Teachers shall dress appropriately taking into consideration the accepted custom and style of the community and the role of educators as role models. Teachers shall refrain from any style of dress, hairstyle, or personal grooming that might subject the faculty to un-due negative criticism. Immodest or suggestive clothing styles or designs as well as T-shirts, exposed midriff, low-cut or see-through blouses, flip flop shoes, etc., are neither appropriate nor acceptable. **Leggings, jeggings, and spandex exercise clothing may only be worn under a dress or a shirt/top that is longer than fingertip length when arms are held at sides.**

Cut-offs shall not be worn inside school buildings. Coaching staff, when coaching in the areas of their assignment, may wear shorts; however, when coaches and physical education teachers are teaching in the main buildings during school hours, they must wear appropriate non-athletic attire.

Blue jeans shall not be worn during the school day, except on Fridays. Exceptions applicable to jeans may be made for announced spirit days, certain field trips, and excursions. Questions regarding appropriate versus inappropriate dress should be directed to principals.

Teachers who also drive a bus will be allowed to wear Bermuda walking shorts while performing

bus driving duties.

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article II</p> <p style="text-align: center;">Grievance and Complaint Procedure</p>	<p style="text-align: center;"><i>Section 1</i></p> <p style="text-align: center;">Issued: October 14, 2008 Revised: November 7, 2011 Revised: , 2015</p>
---	---

Grievance Procedure

[Requires Violation of Negotiated Agreement]

1. Purpose – The purpose of this procedure is to secure at the lowest possible level, equitable solutions to a claim of contract violation by the Grievant.
2. Definitions
 - A. 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 with the exception that the term “grievance” shall not apply to any matter as to the method of review prescribed by law or where the Board is without authority to act and shall not apply to any matter wherein the grievant seeks relief involving the termination or dismissal of another school employee or employees.
 - B. Whenever more than one teacher alleges there has been a violation, misinterpretation, or misapplication of the items of the Negotiated Agreement which has arisen out of the same occurrence, the grievances may be filed as one grievance by the Association provided that (1) all of the grievants agree to allow the Association to file the grievance on their behalf and, (2) the names of the grievants involved will be listed on the grievance form.
 - C. The Association may file grievances on all alleged violations of Article IV,

Association privileges.

- D. The term "grievant" is the teacher or teachers making the claim, or the Association as provided above.
- E. The term "teacher" includes all members of the bargaining unit.
- F. The term "days" shall mean working days of the teacher during the teacher's contract work year. Outside the contract work year, "days" shall mean all week days, excluding Saturdays, Sundays, holidays, and leave days of a responding administrator.

3. Procedure

A. Level I – A grievant shall first discuss the grievance with the Principal within ten (10) days of becoming aware of the alleged violation, citing the Article and Section alleged to have been violated, with the objective of resolving the grievance informally. Grievance form Level I will be used at this time. Level I grievances may be filed with the Board Clerk if the principal is unavailable for receiving the grievance within eight (8) days of becoming aware of the alleged violation.

B. Level II – The grievant shall submit a written grievance to the Principal within five (5) days of the informal discussion, citing the Article and Section alleged to have been violated and the specific remedy sought.

- i. The Principal shall schedule and hold a formal meeting with the grievant within five (5) days after receipt of the written grievance.
- ii. The Principal shall transmit to the grievant a written decision regarding the grievance within 5 days.

Level II grievances may be filed with the Board Clerk if the Principal is unavailable for receiving the grievance within three (3) days after resolution at Level I.

C. Level III – The grievant may submit a written appeal of the Level II decision to the Superintendent within five (5) days after receipt of the Level II decision.

- i. The Superintendent shall schedule and hold a hearing within five (5) days after receipt of the appeal.
- ii. The Superintendent shall transmit a written decision to the grievant

within five (5) days of the hearing.

Level III grievances may be filed with the Board Clerk if Superintendent is unavailable for receiving the grievance within three (3) days after resolution of Level II.

- D. Level IV – The grievant may submit a written appeal of the Level III decision to the Board within five (5) days after receipt of the Level III decision.
 - i. The Board shall conduct a hearing at the next regularly scheduled Board meeting or at a special meeting which has been called for that purpose.
 - ii. The Board shall deliberate in executive session and will transmit a written decision to the grievant within five (5) days of the hearing. The decision of the Board shall be final and binding on all parties. The Board’s decision shall not prohibit the grievant from pursuing any possible legal remedy.

4. General Provisions

- A. The grievant and the administration may each be represented by a person of their own choosing at all levels of this procedure.
- B. The grievant shall have sole responsibility for presenting and pursuing the grievance through all levels and within the time limits specified in these procedures.
- C. Failure at any step of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
- D. Failure to communicate the decision at any level of this procedure within the specified time limit shall permit the grievant to proceed to the next level.
- E. No reprisals shall be taken against the grievant, any witness or other participant in the grievance procedures by reason of such participation.
- F. Copies of official grievances by the grievant shall not be placed in the personnel file of the grievant.
- G. Necessary forms for the filing of grievances shall be mutually agreed upon by the Association and the Board and made a part of this Agreement.
- H. 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.

- I. When grievance meetings or hearings are held during the workday, the grievant and the grievant's representative and witnesses shall be released from duty with no loss in pay.
- J. The Board will provide the Association with a copy of all grievances and written decisions at each level.
- K. All written decisions shall set forth reasons supporting such decisions.
- L. If an alleged violation occurs at a level higher than the immediate supervisor, the grievance may be filed at the level where the alleged violation occurs.
- M. If the Board Clerk is unavailable, the grievance may be filed with the Board President.

Grievance Form

Level I

Date: ___/___/___

Article and Section of Negotiated Agreement Alleged Violated:

The above Article and Section was discussed on the date indicated on this form.

Signature of Grievant: _____

Signature of Principal: _____

(One copy to principal and one copy to the grievant)

Received by: _____ Date: _____

Grievance Form

Level II

Date: ___/___/___

To: Principal

I. Aggrieved Person: _____

II. Principal Involved: _____

III. Article and/or Section: _____

IV. Statement of Grievance:

V. Relief Sought:

Directions: Make two (2) copies, one to principal, one to grievant.

Received by: _____ Date: _____

Grievance Form

Level III

Date: _____ / _____ / _____

To: Superintendent

I. Aggrieved Person: _____

II. Principal Involved: _____

III. Summary of Procedure at Informal Level:

IV. Summary of Procedure at Level II (Principal's Level)

Directions: Make two (2) copies, one to grievant, one to superintendent, along with copy of Level II form.

Received by: _____

Date: _____

Grievance Form

Level IV

Date: ____ / ____ / ____

To: Board of Education

I. Aggrieved Person: _____

II. Principal Involved: _____

III. Summary of Procedure at Level III (Superintendent's Level):

IV. Summary of Procedure at Level II (Principal's Level)

Directions: Copies of Level II and Level III forms to Board of Education.

Received by: _____ Date: _____

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article II</p> <p style="text-align: center;">Grievance and Complaint Procedure</p>	<p style="text-align: center;"><i>Section 2</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised: , 2015</p>
---	--

Complaint Procedure

[Requires Violation of Board Policy or Administrative Procedure]

1. Purpose – The purpose of this procedure is to secure at the lowest possible level equitable solutions to complaints arising from employment related actions not covered by the grievance procedure.
2. Definitions
 - A. A “complaint” is a claim by a teacher that there has been a violation, misinterpretation or misapplication of Board policy or administrative procedure. A complainant shall not seek a remedy that involves termination or dismissal of a school employee or employees.
 - B. The “complainant” is the teacher making the claim.
 - C. The term “days” shall mean working days of the teacher.
3. Procedure
 - A. Level I – A teacher with a complaint shall first discuss the complaint with the principal within ten (10) days of becoming aware of the alleged violation, citing the policy or administration procedure alleged to have been violated and the remedy sought. The principal shall response to the complainant, in writing, within five (5) days of the meeting.
 - B. Level II – The complainant may submit a written appeal of the Level I decision to the Superintendent within five (5) days after receipt of the Level I decision.

- i. The Superintendent shall review the appeal and at his discretion may hold a meeting with the complainant.
 - ii. The Superintendent shall respond to the complainant, in writing, within five (5) days of receipt of the appeal or in the case where a meeting was held, within five (5) days of said meeting.
- C. Level III – The complainant may submit a written appeal to the Board within five (5) days after receipt of the Level II decision.
 - i. The Board shall schedule a review of the appeal at the next regularly scheduled Board meeting or at a special meeting which has been called for that purpose.
 - ii. At the Board review, the complainant, and if the complainant so desires, a representative of the complainant’s own choosing, may present factual information related to the complainant.
 - iii. The Board shall transmit a written decision to the complainant within five (5) days of the review. The decision of the Board shall be final and binding on all parties. The Board’s decision shall not prohibit the complainant from pursuing any possible legal remedy.

4. General Provisions

- A. No reprisals shall be taken against the complainant by reason of the filing of the complaint.
- B. Copies of official complaints shall not be placed in the personnel file of the complainant.
- C. Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the records for the complaint.

Complaint Form

Level I

Date: ____/____/____

Nature of violation, misinterpretation, or misapplication of Board Policy or administrative Procedure:

Remedy Sought:

Received by: _____ Date: _____

Date of Principal's Reply: ____/____/____

Reply:

Complaint Form

Level II

Date: ___/___/___

Attach Level I Form:

Appeal to Level I decision regarding violation, misinterpretation or misapplication of Board Policy or administrative procedure:

Remedy Sought:

Received by: _____ Date: _____

Date of Reply: ___/___/___

Date of Meeting: ___/___/___ (meeting is optional)

Superintendent's Reply:

Complaint Form

Level III

Date: ___/___/___

Attach Level I and II Forms:

Appeal to Board of Education:

Received by: _____ Date: _____

Date: ___/___/___

Board of Education Reply:

2022-23 Negotiated Agreement

Section 1

Article III

Leave Plan

Issued: October 14, 2008

Revised: August 25, 2010

Revised October 15, 2012

Revised June 3, 2013

Revised May 14, 2019

Revised August 10, 2020

Sick Leave

1. Teachers shall be granted ten (10) days of leave each year for personal illness, doctor appointments, pregnancy, or accidental injury, or illness in the immediate family (spouse, child, parent, sibling, mother-in-law, father-in-law, step child, or legal ward).
2. Unused sick leave shall accumulate to a maximum of seventy (70) days. Unused sick leave over seventy (70) days may be counted toward retirement. Once sick days are moved to the retirement column they can not be moved back to the active column. Oklahoma Statute, Title 70, Ch 1 Article VI, section 6-104. Upon retirement, teachers with accumulated sick days above 120 days will be compensated at the rate of twenty-five (\$25.00) per day. At that time, any unused sick days not applicable to be used toward retirement will be compensated by the district at the rate of twenty-five (\$25.00) per day up to a maximum of seventy (70) days. Teachers with less than 120 sick days upon retirement will be compensated by the district at the rate of twenty-five (\$25.00) per day up to a maximum of seventy (70) days.
3. Although proof of illness is not normally required, the principal may request proof of illness be provided if fraudulent use is suspected.
4. For leave requested directly before or after a holiday or professional development days, approval needs to be obtained from the superintendent.

5. Sick leave may be approved for one hour increments.

2022-23 Negotiated Agreement	<i>Section 2</i>
Article III	
Leave Plan	Issued: October 14, 2008

Order of Sick Leave Usage

Application of sick leave shall be in the following order:

1. Accumulated, unused sick leave (70 O.S. 6-104)
2. Donated sick leave days (under District Sick Leave Sharing Program), if any.
3. Days from sick leave bank (from District Sick Leave Bank), if any.
4. Statutory twenty (20) days less the cost of a non-certified substitute teacher (for personal accidental injury, illness, pregnancy, or recovery therefrom).

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article III</p> <p style="text-align: center;">Leave Plan</p>	<p style="text-align: center;"><i>Section 3</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised June 3, 2013</p> <p style="text-align: center;">Revised May 14, 2019</p>
---	---

Personal Business Leave

1. Teachers shall be granted three (3) days of paid leave each year to conduct personal business that demands the teacher's presence at a time when school is in session. Such leave may not be used to seek other employment unless the teacher has been non-renewed or the teacher's spouse has a change of employment and the teacher has resigned. By requesting Personal Business leave, the teacher affirms that the purpose of such leave is consistent with the provisions of the Negotiated Agreement.
2. Unused personal business leave days shall be added to the accumulated sick leave balance at the end of the year, not to exceed the maximum accumulation level.
3. Except in emergencies, teachers shall request to use a Personal Business leave day by submitting a completed leave form twenty-four (24) hours in advance.
4. Except in emergency situations of the teacher, the administration may deny use of a particular leave day request if the granting of such request would cause an undue hardship for the District.
5. Personal Business Leave may be granted for in one hour increments.
6. For leave requested directly before or after a holiday or professional development days approval needs to be obtained from the superintendent.
7. Unused personal days shall be added to the accumulated sick leave balance at the end of the year, not to exceed the maximum accumulation level, or paid at the rate of \$75.00 per day.

Article III

Leave Plan

Issued: October 14, 2008

Revised May 14, 2019

Emergency Leave

1. Teachers shall be granted five (5) days a year of non-cumulative emergency leave. Under extraordinary circumstances, additional days may be granted with administrative approval. Emergency leave is granted at full pay for unforeseen circumstances. The term emergency leave may apply to leave within the following categories:
 - A. Funerals of persons in the teacher's family within the third degree.
 - B. Mandatory court appearance under service of process.
 - C. Accidents or disaster in the household involving personal property that requires immediate attention.
2. Emergency leave may be approved in one hour increments.

2022-23 Negotiated Agreement

Section 5

Article III

Leave Plan

Issued: October 14, 2008

Revised: November 7, 2011

Revised July 8th, 2013

Notification of Accumulated Leave Days

Within fourteen (14) days of the beginning of each semester, each teacher shall be issued a notice of accumulated leave days. In addition, each teacher may request an accounting of his/her leave. Requests for leave accounting should be submitted to the teacher's building principal.

Article III

Leave Plan

Issued: October 14, 2008

Legal Process Leave

1. Teachers shall be granted leave to serve on a jury or as a witness subpoenaed in a criminal, civil, or juvenile proceeding.
2. The teacher serving as a juror or subpoenaed witness, shall be paid his/her full current contract salary, less compensation received for serving as a juror or subpoenaed witness, exclusive of parking and travel reimbursement.
3. Upon receipt of payment for juror or witness fees, the teacher shall endorse the check or warrant and designate it as payable to the Chouteau-Mazie School District.

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article III</p> <p style="text-align: center;">Leave Plan</p>	<p style="text-align: center;"><i>Section 7</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised Nov. 15, 2012</p> <p style="text-align: center;">Revised June 3, 2013</p>
---	--

Salary Payment Following Exhaustion of Leave

If, following the exhaustion of all leave, a teacher is absent due to personal accidental injury, illness or pregnancy, the teacher shall receive daily for a period not to exceed twenty (20) days the teacher’s full contract salary less the amount actually or normally paid to a non-certified substitute teacher each day. The amount shall be deducted without regard for whether a substitute is utilized for all or part of the teacher’s absence.

Note: OTRS includes in its FAQ publication the following regarding treatment of the 20 day sub-deduct as related to retirement:

“We understand that for purposes of state reporting, employers do not include the 20 day grace period whereby a teacher can miss work and only be penalized for the cost of a substitute, however for OTRS purposes and procedures governing service credit, clients will receive credit for days they actually work or for days they are not penalized for missing. (For example paid vacation and paid sick leave whereby their pay is not docked, would not be considered days docked and accordingly would not be reported to OTRS as a day not worked or a day docked pay.)”

2022-23 Negotiated Agreement

Section 8

Issued: October 14, 2008

Revised, 2016

Article III

Leave Plan

Family Medical Leave Act is covered by district policy and federal regulation. If you have or develop a need for a long term absence from work, you must contact the human resource department to determine if you qualify for FMLA and if so, to complete the necessary paperwork.

District Policy DECA: FAMILY AND MEDICAL LEAVE

If the district employs 50 individuals, the district is required to provide eligible employees with leave under the auspices of the Family Medical Leave Act (FMLA).

In order for school district employees to qualify for FMLA leave, three conditions must be met:

1. The school district must have 50 or more employees on the payroll for 20 workweeks during the current or preceding calendar year.
2. At least 50 employees must work within 75 miles of the district's worksite for the district to be covered; and
3. The employee must have worked for the school district for at least 12 months and for at least 1,250 hours during the last year.

Eligible employees are those district employees who meet the above requirements and who request leave for one of the following reasons:

1. Birth, adoption, or foster placement of a child by an employee;
2. To care for a spouse, son, daughter, or parent who suffers from a severe health condition;
3. For a serious health condition the employee is experiencing;
4. To care for a covered family service member with a serious illness or injury incurred in the line of duty on active duty; or
5. To use for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation.

Before an employee will be placed on unpaid family leave, the employee must first exhaust any accumulated sick leave, personal leave, and vacation time. Such sick leave, personal leave, and vacation time will be deducted from the 12 workweeks of eligibility. If both spouses are employees of this district, their total leave in any 12-month period will be limited to 12 weeks if the leave is taken (1) for the birth or adoption of a child or (2) to care for a sick parent. The right to take leave for the birth or placement of a son or daughter expires 12 months after the birth or placement with the employee. Eligible employees who are family members of covered servicemembers with a serious illness or injury incurred in the line of duty on active duty will be able to take up to 26 workweeks of leave in a single 12-month period. Sick leave, personal leave, and vacation leave will be

deducted from the 26 workweeks of eligibility.

If the superintendent deems it necessary or desirable, an employee may be required to provide certification from a physician of the necessity of any leave requested. The superintendent may require certification as to the date the medical condition began, the anticipated duration and prognosis, and medical facts about the medical condition and treatment.

If the superintendent deems it necessary or desirable, the superintendent may require a second opinion by a physician selected and paid for by the district. If the original opinion and the second opinion conflict, the district may require a third opinion at the district's expense. The conclusion of the third opinion will be final and binding upon the employee and the district.

If family leave is granted for a continuing health condition, subsequent re-certification may be required at the discretion of the superintendent.

Intermittent leave may be taken in lieu of continuous leave for the birth or adoption of a child only with the concurrence of the district. The employee must provide 30 days of advance notice or as many days of advance notice as are practical. Leave taken for serious health conditions of the employee or an eligible member of the employee's family may be taken intermittently without district concurrence. However, the employee may be transferred to another position that can better accommodate the employee's recurring absences. Such transfer will not reduce the employee's pay and benefits.

Upon completion of family leave, the employee will be entitled to return to the former position of employment with equivalent benefits and pay without loss of seniority or tenure. The employee will be deemed to be at work for the purposes of tenure accrual and retirement vesting and participation. The district will maintain the employee's medical insurance coverage. If the employee contributes toward the premiums, the employee will continue to pay the same rate while on leave.

NOTE: During FMLA leave, a board has no obligation to continue to give an employee any benefits other than health insurance, and those benefits thus may be discontinued during the leave. A board may decide whether to extend continuation of coverage to life, dental, and vision insurance, but should know extensions are not required by the FMLA and there can be a substantial cost to the district in doing so. One option that is cost effective and still protects employees while they are on unpaid leave is to permit employees to retain ancillary insurances by reimbursing the district for the full cost of the premiums during the leave period. No benefits or seniority accrues during leave. The district may require documentation from the employee's physician that the employee is able to return to work. FMLA will run concurrently.

**REFERENCE: 29 CFR pt. 825
PL 103-3**

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article III</p> <p style="text-align: center;">Leave Plan</p>	<p style="text-align: center;"><i>Section 9</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised: October 15, 2012</p> <p style="text-align: center;">Revised: June 3, 2013</p> <p style="text-align: center;">Revised: , 2015</p>
---	--

Sick Leave Sharing Bank

This sick leave bank is established pursuant to Title 70, Section 6-104.6 of the Oklahoma Statutes. A sick leave bank (the "Bank") for all full-time school district employees consisting of sick leave days donated by any school district employee will be created under the following guidelines:

1. Permission to receive donations will be granted only for a school district employee (a) who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition (b) that has caused or will cause the employee to exhaust all accumulated sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes and (c) that has caused or is likely to cause the employee to take leave without pay or to terminate employment.
2. The Bank will be administered by the Superintendent. In reviewing the request for leave the Superintendent shall consult with the relevant building principal. The Superintendent and relevant principal shall constitute the Committee.
3. For purposes of this agreement, the following definitions apply:
 - "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, including foster children and legal wards, even if they do not live in the household. This term does not include persons merely sharing the same

general house.

- "Severe" or "extraordinary" means serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery.
 - "School district employee" means any employee of the school district. (The Board intends that with the inclusion of this leave bank in the Negotiated Agreement it will grant the same rights to all employees regardless of their inclusion in the bargaining unit.)
 - "Full-time employee" means a full-time employee of the school district as 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 and who is employed a minimum of the number of work days included in the Board approved school calendar.
4. An employee's request for permission to receive sick leave donations from the Bank must be made to the Superintendent, in writing, and may be presented to the Superintendent by the employee or another employee (acting with the affected employee's permission) in his or her behalf. The Committee will meet and discuss the request for leave but the final decision maker regarding the employee's eligibility for leave shall be the Superintendent. The Committee shall determine whether: (a) the employee is eligible to receive sick leave days from the Bank and (b) the total number of sick leave days to be given to the employee from the Bank. A school district employee may be eligible to receive sick leave donations from the Bank if it is determined that the employee meets the criteria described in this agreement and the employee has followed school district policies regarding the use of sick leave. To allow the Committee to determine whether the employee meets the criteria described in this policy, the employee may be required to first submit a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition. Within five (5) business days of the Superintendent's approval or denial of a school district employee's request for sick leave donations from the Bank, the Superintendent shall notify the requesting employee (or his/her representative) of the approval or denial of the request for leave.
 5. An employee may not request any sick leave from the Bank until his or her own sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes has been exhausted or is within fifteen (15) calendar days of full exhaustion. An employee may use donated sick leave only for the purposes specified in this policy.
 6. Sick leave received from the Bank will be paid at the daily rate of the receiving

employee. The sick leave received by an employee from the Bank will be designated as donated sick leave and will be maintained separately from all other sick leave balances.

7. Sick leave donated to the Bank by any employee becomes the property of the Bank and may no longer be counted by the donor employee toward current or accumulated sick leave. Sick leave days donated will remain in the Bank until exhausted.
8. The maximum total number of sick leave days that may be received from the Bank by any employee is sixty (60) days during his/her total employment.
9. An employee may donate to the Bank only sick leave days that are earned and accumulated. An employee may donate any amount of sick leave provided the donation does not cause his/her sick leave balance to fall below sixty (60) days. Employees may not donate days to the bank in anticipation of termination or retirement.
10. Any donation of sick leave days by an employee to the Bank is strictly voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave under this policy. A contribution of sick leave to the Bank must be confirmed, in writing, by the Superintendent (or designee) within five (5) business days of the date of the donation stating the name of the donor employee and the number of sick leave days donated to the Bank. The number of sick leave days of the donor employee shall be appropriately reduced in the school district's records by the donated amount.
11. Employees may not use sick leave from the Bank for a work related injury or illness.
12. On or before December 31 and June 1 of each fiscal year the Superintendent shall determine the number of sick leave days in the Bank. The district will invite employees to donate to the bank at the beginning of each school year, during January of each school year, and otherwise, if a request for donated leave is received and there are insufficient days to cover an approved request.

CHOUTEAU-MAZIE SCHOOL DISTRICT

Sick Leave Deposit Form

By submitting this form, I certify that I have read and understand the following terms and conditions regarding my deposit to the Sick Leave Bank:

- (1) My deposit to the Sick Leave Bank will not cause my personal sick leave balance to fall below sixty (60) days.
- (2) Once I contribute my personal sick leave it becomes the property of the Bank and is non-refundable. I may no longer count contributed sick leave toward my personal current or accumulated sick leave.
- (3) In the event I need to receive sick leave from the Bank, I understand that I will not be given any preferential treatment based on the fact that I made a contribution to the Bank, or based on the number of days I contributed.
- (4) My contribution to the Bank is strictly voluntary. I may not be coerced, threatened, intimidated, or financially induced into contributing sick leave to the Bank.

Name: _____

School/Department: _____

Position: _____

Number of Personal Sick Leave Days Currently Held: _____

Number of Personal Sick Leave Days I Wish to Contribute: _____

Signature: _____

Date: _____

CHOUTEAU-MAZIE SCHOOL DISTRICT

Sick Leave Withdrawal Form

Name: _____ Date: _____

Position: _____

School: _____

Number of days I am requesting from the Bank (Maximum = 60 days): _____

Sick Leave Bank days should begin: _____/_____/_____
Month Day Year

The above requested days are needed for the following reasons:

Have you previously received Sick Leave days from the Bank? Yes / No (Circle One).

If yes, how many days did you receive? _____

By submitting this form, I certify that the circumstances described above have caused or will cause me to exhaust all my accumulated sick leave, and have caused or are likely to cause me to take leave without pay or terminate employment.

A medical certificate from a licensed physician or health care practitioner describing the nature of my injury or illness is attached.

Signature: _____

Date: _____

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article III</p> <p style="text-align: center;">Leave Plan</p>	<p style="text-align: center;"><i>Section 10</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised: , 2015</p>
---	---

Sick Leave Sharing Program

A Sick Leave Sharing Program for all full-time District employees consisting of sick leave days donated by any School District employee shall operate pursuant to the following guidelines:

All full-time employees may donate sick leave to other full-time employees who are pregnant or recovering from childbirth or who are suffering from or who have a relative or household member 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 take a leave without pay or to terminate employment.

“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 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 there from.

“Employee” means any teacher or employee employed full-time by the school district.

An employee shall be eligible to receive shared sick leave pursuant to the following

conditions:

1. The superintendent determines that the employee meets the criteria described in this policy.
2. The employee has abided by district policies regarding the use of sick leave.

An employee may donate sick leave to another employee only pursuant to the following conditions:

1. The receiving employee has exhausted, or will exhaust, only sick leave pursuant to 70 O.S. 6-104 due to pregnancy, miscarriage, childbirth and recovery therefrom, an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature, and involves the employee, a relative of the employee or household member of the employee;
2. The condition has caused, or is likely to cause, the employee to go on leave without pay or to terminate employment;
3. An employee may donate any number of his/her accumulated unused sick leave days per request so long as his/her accumulation of unused sick leave days does not fall below sixty (60) days.
4. Employees may not donate excess sick leave that the donor would not be able to otherwise take;
5. Requests for donations of sick leave shall be made upon the form attached hereto and shall be submitted to the superintendent of schools;
6. The superintendent of schools shall review the request for donations of sick leave for compliance with the provisions of this policy;
7. The superintendent of schools shall issue to all employees a notice of request for donations of sick leave (copy attached hereto); and
8. Donations of sick leave shall be made upon completion and submission to the superintendent of the sick leave donation form attached hereto.
9. Donated sick leave days shall be subtracted first from the donating employee's unused, accumulated sick leave days acquired while employed in the district and then from the donating employee's unused, accumulated sick leave days transferred into the district, if any.

An employee may make only one (1) request per contractual work year for donations of sick leave. The amount of donated leave that may be received by an employee in any one (1) work year shall not exceed thirty (30) days. The Board shall require the

employee requesting sick leave donations to submit, prior to approval or disapproval, a medical certificate from the licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

The employee receiving donated sick leave days shall be paid his/her regular rate of pay when using donated sick leave. The sick leave received shall be designated as shared sick leave and be maintained separately from all other sick leave balances.

Donated sick leave may only be used by the recipient for the purposes specified in this policy.

Only sick leave earned pursuant to 70 O.S. 6-104 available for use by the recipient must be used prior to using shared sick leave.

Any shared sick leave not used by the recipient during each occurrence as determined by the superintendent shall be returned to the donor. The shared sick leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to the annual leave balance of each donor. In the event any unused donated sick leave cannot be equitably returned on a prorated basis to all donating employees, a drawing by lot among the remaining donating employees entitled to have sick leave days returned shall be held.

All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for purposes of the leave sharing program.

Employees requesting donations of sick leave days shall not solicit donations from other employees.

Identities of employees donating or not donating sick leave days shall not be disclosed by the administration.

Chouteau-Mazie Public Schools

Request for Donated Sick Leave

To: Superintendent of Schools

From: _____ (employee requesting donated sick leave days).

I anticipate using (used) my last sick leave day on _____ (Date)

The condition which has caused or is likely to cause me to exhaust all my sick leave is

Attached is a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

I estimate that I will require _____ (number; maximum of 30) of donated sick leave days.

If my request meets the guidelines for donated sick leave days, I request that you provide district employees the opportunity to donate sick leave days to me.

Thank you very much.

Signature

Date

Chouteau-Mazie Public Schools

Sick Leave Donation Form

TO: Chouteau-Mazie Public School Employees

FROM: Superintendent of Schools

RE: Request for Donated Sick Leave

DATE: _____

We have received a request for donated sick leave that meets the criteria in the district's sick leave sharing program. If you would like to donate sick leave to the employee who requested donations of sick leave, please indicate the number of days to be transferred from you sick leave account to the sick leave account of the requesting employee, sign and date this form, and return it to my office no later than _____. You may donate any number of days provided your total accumulation of unused sick leave days available for your use does not fall below sixty (60). Any donated days in excess of the amount permitted by the sick leave sharing policy or unused by the recipient will be returned to the donating employees on a prorated basis.

AUTHORIZATION TO TRANSFER SICK LEAVE DAYS

I hereby authorize the transfer of _____ (number) of sick leave days from my sick leave account to the requesting employee's sick leave account for whom this notice was published. I am authorizing this transfer pursuant to and acknowledge it is subject to the district's sick leave sharing policy.

(Signature)

(Date)

<p>2022-23 Negotiated Agreement</p> <p>Article III</p> <p>Leave Plan</p>	<p><i>Section 11</i></p> <p>Issued: October 14, 2008</p> <p>Revised: , 2015</p>
---	---

Leave of Absence

1. Career teachers with more than three (3) years of service in the District may apply to the Board, by filing a written request with the Superintendent, for an unpaid leave of absence. Leaves may be granted for the remainder of the current school year and/or the entirety of the ensuing school year.
2. Leaves may be granted for the following reasons:
 - A. Birth or adoption of a child.
 - B. Personal illness
 - C. Caring for sick member of the immediate family.
 - D. Military service
 - E. Advanced study in the teacher's area(s) of certification or an area which will result in new certification needed by the district.
 - F. Family and Medical Leave (FMLA) shall be considered part of a leave of absence when taken for an FMLA qualifying reason.
3. Applications for unpaid leave of absence must be filed as follows: for 2.A, B, and C above, as soon as the need arises, one (1) month in advance, if possible; for 2.D and 2.E above, by March 1, except in emergency situations.
4. In the case of a request for personal illness or caring for a sick member of the immediate family, 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 a statement from the teacher stating the teacher's intent to enroll in and

pursue at least twelve (12) college credits per semester.

5. Applications for reinstatement from a leave of absence will be sent certified mail by February 1 to the teacher on leave of absence. The teacher must file the application for reinstatement by March 1. If no such request is made by March 1, the teacher will be deemed to have resigned and his/her contract will be terminated at the end of the contract year.
6. Upon returning from a leave of absence, the teacher will be assigned to the same teaching position he/she held prior to the leave, if it exists, or another position for which the teacher is qualified in accordance with other articles and sections of this Agreement, if a vacancy exists. A temporary teacher occupying a position does not supersede the returning teacher's request for a position. There will be no guarantee that the returning teacher will be assigned to extra duty assignments held prior to the leave.
7. Upon returning from a leave of absence, the teacher will be placed on the same salary step that the teacher was on at the time the leave of absence was approved. All accumulated leave benefits and career status will be reinstated upon return from a leave of absence at the level existing at the time the teacher commenced the leave of absence.

2022-23 Negotiated Agreement

Section 12

Article III

Excessive Leave or Unpaid Leave

Issued: October 14, 2008

Excessive Leave or Unpaid Leave

By requesting leave, a teacher affirms that the purpose of such leave is consistent with the provisions of the Negotiated Agreement. If the teacher is absent for a reason not covered by an approved leave as provided by the Negotiated Agreement, or state or federal law, or if the appropriate leave category has been exhausted and the teacher has not secured approval for unpaid absence, the teacher shall have pay deducted equal to the time absent. Repeated violations within the term of the current contract year may be deemed willful neglect of duty and be subject to disciplinary action up to and including termination.

Leave Request / Absentee Form

Name: _____ Requested: ____/____/____

Vendor Number: _____ (Office Use Only)

Date(s) of Leave: ____/____/____ thru ____/____/____

Type of Leave:

- Sick
- Emergency
- Personal Business*
- Jury / Legal
- Professional Development**
- School Business
- Other: _____

Reason for leave if professional, emergency, or other:

Principal/Supervisor Signature

Employee Signature

* Personal Business Leave - Negotiated Contract. Except in emergencies, a written request must be submitted twenty-four (24) hours in advance to be approved.

** In order to use Professional Development funds, you must have prior approval by the Professional Development Committee. This must be done five (5) days in advance of need.

** Administration Use Only **

Approve Disapprove Date: ____/____/____

Substitute Name: _____

Vendor #: _____

Give Reason for Disapproval: _____

Signature: _____

***Professional Development ***

Approve

Disapprove

Date: /____/____

Give Reason for Disapproval: _____

Administration Signature: _____

Copy A: Personnel

Copy B: Employee

Copy C: Principal/Supervisor

Copy D: Superintendent

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article VII</p> <p style="text-align: center;">Expired Items</p>	<p style="text-align: center;"><i>Section 13</i></p> <p style="text-align: center;">Issued: October 14, 2008</p> <p style="text-align: center;">Revised July 22, 2013</p>
--	---

Stipend Agreement

In addition to the salary and defined benefits identified in the current Collective Bargaining Agreement between the Chouteau-Mazie Board of Education and POE, the parties agree that the Board of Education shall retain the authority to award a one-time non-salary stipend. If the Board of Education chooses, in its sole discretion, to exercise the option to award a stipend, the Board will set the conditions, the amount of the stipend, and establish procedures and the timeline for payment. If a stipend is awarded, all full time certified personnel shall receive the same stipend amount. Stipend to part-time personnel shall be pro-rated.

Article IV

Association Privileges

Issued: October 14, 2008

Association Privileges

After scheduling with the Superintendent, Principal, or designee, the Association may use school facilities for meetings of the Association or its affiliates.

1. Such meetings may only be held if they do not interfere with other scheduled activities of the district.
2. Such meetings may only be held after the teacher's work day.
3. If such meetings cause the District to incur any additional costs, including but not limited to: overtime pay for custodial staff, utility expense or additional security, the Association agrees to reimburse the District for said costs.

Article IV

Association Privileges

Issued: October 14, 2008

Revised: August 12, 2009

Information Distribution

The Association shall be permitted to distribute information related to the official business of the Association by using the school email or by placing it in the mail box of individual teachers at each school and will be permitted to place such material on a bulletin board in the teachers' workroom.

1. Such material shall not suggest, urge, or propose any action by a teacher to violate, ignore, or resist any terms of this Agreement, administrative regulation or policy.
2. Political campaign material other than that directly related to the Association may not be distributed or posted by the Association.

Article IV

Association Privileges

Issued: October 14, 2008

Use of Equipment

1. The Association may use district copying equipment. The use of such equipment may only occur outside the teacher's work day and at times the equipment is not being used for instructional or administrative copying.
2. Material copied shall not suggest, urge, or propose any action by a teacher to violate, ignore, or resist any terms of this Agreement, administrative regulation or policy.
3. The Association shall reimburse the District at the rate of Ten Cents (\$.10) per copy for each copy made on district equipment; however there shall be no cost to the Association when the paper is furnished by the Association. Reimbursement shall be at the end of each month.
4. Anyone using District copying equipment on behalf of the Association must record the proper amount of copies made on a log sheet provided at each copying machine. Any failure to record or other abuse shall result in the loss of this privilege to the Association.

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article IV</p> <p style="text-align: center;">Association Privileges</p>	<p style="text-align: center;"><i>Section 4</i></p> <p style="text-align: center;">Issued: October 14, 2008</p>
--	---

Availability of Information

The Board shall make available to the Association, upon written request, any public information necessary for administering this Agreement.

1. One copy of information already compiled and duplicated will be provided at no cost to the Association. Additional copies may be obtained at the same cost as in 2 below. If a document consists of more than one (1) page, "one copy" shall consist of duplication of the entire document.
2. Information that must be compiled and/or duplicated will be provided at a cost of Ten Cents (\$.10) per copy for duplication, and Ten Dollars (\$10.00) per hour for compilation.
3. For all Board meetings (regular, special, and emergency) a copy of the agenda will be available, following posting, in the superintendent’s office. POE’s president shall be notified of posting of the agenda by email, telephone or other personal notice. A Board Packet shall be available to be picked up by the POE president when distributed to board members.
4. A copy of any public information made available to the Board members will also be given to the Association president.

2022-2023 Negotiated Agreement

Section 1

Article V

Compensation

Issued: October 14, 2008

Revised: August 12, 2009

Revised: August 25, 2010

Revised: November 7, 2011

Revised: October 15, 2012

Revised: June 3, 2013

Revised: , 2015

Revised, 2016

Revised May 14, 2019

Salary

All eligible teachers will advance one step on the 2022-23 salary schedules.

2022-23 Salary Schedule – Bachelors

Years Completed

Total compensation

0	\$39,821.00
1	\$40,255.00
2	\$40,689.00
3	\$41,124.00
4	\$41,558.00
5	\$42,030.00
6	\$42,493.00
7	\$42,957.00
8	\$43,420.00
9	\$43,883.00
10	\$44,904.00
11	\$45,397.00
12	\$45,890.00
13	\$46,382.00
14	\$46,875.00
15	\$47,387.00
16	\$47,880.00
17	\$48,373.00
18	\$48,866.00
19	\$49,359.00
20	\$49,872.00
21	\$50,365.00
22	\$50,859.00
23	\$51,352.00
24	\$51,845.00
25	\$53,269.00
26	\$53,601.00
27	\$53,933.00
28	\$54,265.00
29	\$54,597.00
30	\$54,930.00
31	\$55,287.00
32	\$55,644.00
33	\$56,001.00
34	\$56,358.00

2022-23 Compensation Schedule – Bachelors +15

Years Completed Total Compensation

0	\$40,509.00
1	\$40,943.00
2	\$41,378.00
3	\$41,812.00
4	\$42,246.00
5	\$42,717.00
6	\$43,184.00
7	\$43,648.00
8	\$44,115.00
9	\$44,575.00
10	\$45,839.00
11	\$46,332.00
12	\$46,825.00
13	\$47,319.00
14	\$47,808.00
15	\$48,322.00
16	\$48,811.00
17	\$49,309.00
18	\$49,803.00
19	\$50,293.00
20	\$50,809.00
21	\$51,303.00
22	\$51,797.00
23	\$52,287.00
24	\$52,782.00
25	\$54,224.00
26	\$54,556.00
27	\$54,888.00
28	\$55,220.00
29	\$55,552.00
30	\$55,884.00
31	\$56,241.00
32	\$56,598.00
33	\$56,955.00
34	\$57,312.00

2022-23 Compensation Schedule - Masters

Years Completed Total Compensation

0	\$41,211.00
1	\$41,645.00
2	\$42,079.00
3	\$42,514.00
4	\$42,948.00
5	\$43,420.00
6	\$43,883.00
7	\$44,347.00
8	\$44,810.00
9	\$45,274.00
10	\$46,788.00
11	\$47,281.00
12	\$47,774.00
13	\$48,267.00
14	\$48,759.00
15	\$49,272.00
16	\$49,765.00
17	\$50,258.00
18	\$50,751.00
19	\$51,244.00
20	\$51,758.00
21	\$52,251.00
22	\$52,744.00
23	\$53,238.00
24	\$53,731.00
25	\$55,191.00
26	\$55,523.00
27	\$55,855.00
28	\$56,187.00
29	\$56,519.00
30	\$56,851.00
31	\$57,208.00
32	\$57,565.00
33	\$57,922.00
34	\$58,279.00

2022-23 Compensation Schedule - Masters+15

Years Completed Total Compensation

0	\$41,810.00
1	\$42,247.00
2	\$42,680.00
3	\$43,114.00
4	\$43,548.00
5	\$44,022.00
6	\$44,485.00
7	\$44,947.00
8	\$45,410.00
9	\$45,873.00
10	\$47,813.00
11	\$48,308.00
12	\$48,800.00
13	\$49,293.00
14	\$49,785.00
15	\$50,311.00
16	\$50,804.00
17	\$51,292.00
18	\$51,780.00
19	\$52,269.00
20	\$52,784.00
21	\$53,277.00
22	\$53,775.00
23	\$54,264.00
24	\$54,753.00
25	\$56,218.00
26	\$56,550.00
27	\$56,882.00
28	\$57,214.00
29	\$57,546.00
30	\$57,878.00
31	\$58,235.00
32	\$58,591.00
33	\$58,948.00
34	\$59,305.00

2022-23 Compensation Schedule - Doctorate

Years Completed Total Compensation

0	\$42,369.00
1	\$43,035.00
2	\$43,469.00
3	\$43,904.00
4	\$44,338.00
5	\$44,810.00
6	\$45,274.00
7	\$45,737.00
8	\$46,200.00
9	\$46,664.00
10	\$49,165.00
11	\$49,658.00
12	\$50,151.00
13	\$50,644.00
14	\$51,136.00
15	\$51,650.00
16	\$52,143.00
17	\$52,636.00
18	\$53,129.00
19	\$53,622.00
20	\$54,137.00
21	\$54,630.00
22	\$55,123.00
23	\$55,617.00
24	\$56,110.00
25	\$57,615.00
26	\$57,947.00
27	\$58,279.00
28	\$58,611.00
29	\$58,943.00
30	\$59,275.00
31	\$59,632.00
32	\$59,989.00
33	\$60,346.00
34	\$60,703.00

<p style="text-align: center;">2022-23 Negotiated Agreement</p> <p style="text-align: center;">Article V</p> <p style="text-align: center;">Compensation</p>	<p style="text-align: center;"><i>Section 2</i></p> <p style="text-align: center;">Issued: October 14, 2008</p>
---	---

Application for Placement on Career Salary Schedule

*Due Prior to September 15th, Fall Semester
and February 15, Spring Semester*

Name: _____

Mark the correct salary level:

- BACHELORS PLUS 15
- MASTERS PLUS 15

You must attach an official transcript from the granting institution(s) for college hours that are applicable to this schedule in order to complete this application.

All provisions stated in Article V, Section 1 of the negotiated contract must have been met prior to September 15.

The responsibility for submitting all required information and official transcripts on a timely basis rests solely with the employee.

Teachers' Signature

Date

2022-23 Negotiated Agreement

Section 3

Article V

Compensation

Issued: October 14, 2008

Revised: October 15, 2012

Revised July 24, 2018

Revised April 1, 2020

Athletic Events

Twenty dollars (\$20.00) per hour. ~~A session shall consist of one (1) high school football game or two (2) junior high football games or two (2) basketball games.~~ Pay can only be claimed for games worked outside of normal work hours. No employee will be allowed to double dip by getting paid to work athletic events while they are employed during their normal work hours. No employee will be allowed to use any type of leave in order to work athletic events in order to claim compensation. These guidelines are for tournaments as well. ~~Gatekeepers can only claim games in one gym if multiple gyms have tournament games (Example: 3 games in main gym, 3 games in the elementary gym totaling 6 games. Workers may only claim the games worked in one gym.)~~

2022-23 Negotiated Agreement	<i>Section 4</i>
Article V	
Compensation	Issued: October 14, 2008

Warrants / Checks

1. School checks shall be issued on the 15th day of each month. If the 15th falls on a weekend or holiday, the check shall be issued on the last work day prior to the 15th, except the September check which will be issued no later than the 15th of September.
2. Checks will be made available to teachers in each building on pay day, except in emergency situations, no later than 11:00 a.m. at Mazie Elementary and no later than 8:30 a.m. at all other buildings.
3. Teachers shall have the option of choosing to receive their checks on either a ten (10) or twelve (12) month basis.
4. If funds are available, teachers may receive their June, July and August checks on a date established by the District not later than May 31st. Otherwise, teachers will receive their July and August checks on June 30th.

2022-23 Negotiated Agreement

Section 5

Article V

Issued: October 14, 2008

Compensation

Revised: August 12, 2009

Revised: August 25, 2010

Revised: November 7, 2011

Revised: October 15, 2012

Revised: , 2015

Revised, July 24, 2018

Revised May 14, 2019

Revised August 10, 2020

Revised April 1, 2021

Revised August 09, 2022

	DUTY	STIPEND
1	Head Football	\$5000-\$7000
2	Assistant HS Football	\$2,000.00
3	Football Offensive Coordinator Can't be assistant and coordinator – Can be one or the other	\$2,500.00
4	Football Defensive Coordinator Can't be assistant and coordinator – Can be one or the other	\$2,500.00
5	JH Football Coach (6th to 9th)	\$2,130.00
6	Power Lifting	\$1,000.00
7	Head HS Softball Fast Pitch	\$3,750.00
8	Assistant HS Softball Fast Pitch.	2,000.00
9	JH Softball Fast Pitch.	\$2,130
10		

11	Head HS Softball Slow Pitch	\$2,500.00
12	Assistant HS Softball Slow Pitch	\$1,500.00
13	Head HS Volleyball	\$3,750.00
14	Assistant HS Volleyball	\$2,000
15	JH Volleyball	\$2,130
16		
17	Head HS Girls Basketball	\$5000-\$7000
18	Assistant HS Girls Basketball	\$2,000.00
19	JH Girls Basketball Coach (6th to 9th)	\$2,130.00
20	JH Girls Basketball Coach (6th to 9th)	\$2,130.00
21	JH Girls Basketball Coach (6th to 9th)	\$2,130.00
22	Head HS Boys Basketball	\$5000-\$7000
23	Assistant HS Boys Basketball	\$2,000.00
24	JH Boys Basketball Coach (6th to 9th)	\$2,130.00
25	JH Boys Basketball Coach (6th to 9th)	\$2,130.00
26	JH Boys Basketball Coach (6th to 9th)	\$2,130.00
27	Head HS Baseball	\$3,750.00
28	Assistant HS Baseball	\$2,000.00
29	JH Baseball	\$2,130.00
30		
31	Head HS Boys Track	\$2,000.00
32	Head HS Girls Track	\$2,000.00
33	Head 7th-8th Boys & Girls Track/5th & 6th Assistant Track	\$900.00
34	Head 5th & 6th Boys & Girls Track/7th & 8th Assistant Track	\$900.00
35	Head HS Cheer	\$2,500.00
36	Assistant HS Cheer	\$1,500.00

37	Middle School Cheer Head	\$1,800.00
	STIPEND WITH A RANGE WILL BE BASED ON EXPERIENCE	
38	0-3 YEARS	\$5000.00
39	4-7 YEARS	\$5500.00
40	8-11 YEARS	\$6000.00
41	12 -15 YEARS	\$ 6500.00
42	16 + YEARS	\$7000.00
43	State Tournament Bonus for Basketball, Baseball, Softball, Volleyball and Football; Must Reach State Quarterfinals	\$1,000.00
44	Head JH Slow Pitch Softball	\$900.00
45	Boys Golf *1	\$1,000.00
46	Girls Golf *1	\$1,000.00
47	HS Tennis 9-12 Girls *1	\$1,000.00
48	HS Tennis 9-12 Boys *1	\$1,000.00
49	MS Tennis 6-8 Girls *1	\$600.00
50	MS Tennis 6-8 Boys *1	\$600.00
51	Summer Coaching *5	\$400.00
52	HS Cross Country Girls	\$1,500.00
53	HS Cross Country Boys	\$1,500.00
	MAZIE	STIPEND
54	5 th , 6 th , 7 th , & 8 th Boys and Girls All Sports *2	\$5,000.00
55	Athletic Event Volunteer – High School Football per game	\$25.00
56	Athletic Event Volunteer – All games other than HS Football	\$15.00
	NON-ATHLETIC DUTIES	STIPEND
57	AP Coordinator	\$2,000.00
58	AP Teacher, per AP subject taught	\$1,000.00

59	Pre-AP teacher, per pre-AP subject taught	\$500.00
60	Astronomy Club Sponsor	\$500.00
61	Audio Equip. Manager	\$500.00
62	Band Director	\$5000-\$7000
63	Band Director Assistant	\$2,000.00
64	Summer Band	\$1,000.00
65	Counselor – flat 9% over base salary	
66	Coach with CDL – per trip	\$20.00
67	Social Studies Department Chair	\$500.00
68	Science Department Chair	\$500.00
69	English Department Chair	\$500.00
70	Math Department Chair	\$500.00
71	Other Department Chair (requires multiple teachers with one Chair and includes PLC Team Leader)	\$500.00
72	Senior Class Sponsor (maximum of 2)	\$1,000.00
73	Junior Class Sponsor (maximum of 2)	\$1000.00
74	Newspaper Advisor	\$1,500.00
75	NHS sponsor	\$500.00
76	MS National Honor Society sponsor	\$ 400.00
77	Quiz Bowl HS	\$2,000.00
78	Quiz Bowl Assistant HS	\$1,000.00
79	Quiz Bowl MS *3	\$800.00
80	Quiz Bowl Elementary	\$500.00
81	Science Fair Coordinator – per fair, 4 total fairs	\$500.00
82	STUCO Sponsor HS	\$1,000.00
83	STUCO Sponsor MS	\$1,000.00
84	Vocal Music Director	\$2,250.00

85	Vocal Assistant Music Director	\$1,500.00
86	Web Site Coordinator	\$1,000.00
87	Yearbook Sponsor	\$2,000.00
88	Art Club Sponsor	\$500.00
89	"Do Something" Club Sponsor	\$500.00
	Outdoor Education-Head Coach	\$3,750.00
90	Outdoor Education - Assistant Coach	\$1,500.00
91	Before and After Tutoring – per hour	\$30.00
92	Gifted and Talented District Coordinator	\$2,500.00
93	Gifted and Talented Building Coordinators	\$1,500.00
94	Color Guard Director	\$1,500.00
95	Summer Color Guard	\$1,000.00
96	Early Child Supervision – not to exceed more than 75 min per week, A.M. only	\$10.00
97	Special Education – Medicaid Billing	\$750.00
98	Livestock / Horse Judging Team Coach/Career Development-CDE Coach *4	\$2,400.00
99	Summer Drivers Education – per student	\$150.00
100	Mazie Campus Director- Flat 8% over base salary	
101	Speech and Debate Sponsor	\$500.00
102	Elementary Student Leader Sponsor	\$500.00
	Special Olympic Coach- Winter	\$,1000.00
101	Special Olympics Coach- Spring/Summer	\$1,000.00
102	Mazie 8th grade sponsor	\$300.00
103	Elementary Robotics	\$500.00
104	Middle School Robotics	\$1,000.00
105	High School Robotics	\$1,500.00
106	Special Education Severe/Profound/Multihandicapped	

	Classroom Teacher - Flat 7% over base	
107	Reading Specialist - Flat 5% over base	

Footnotes:

- *1. \$250 per student up to a maximum of \$1000.
- *2. Requires coaching all basketball games and a minimum of 2 track contests.
- *3. To qualify for stipend, requires enough students to compete in their respective grade(s) compete.

- *4. A \$1,000.00 bonus will be paid when a judging team places top 3 in any world show. Only 1 bonus per fiscal year.

- *5. By May 1, coaches who want to receive the stipend are to submit a Summer Coach Application to the Athletic Director identifying the summer activities to be done for their sport. The Superintendent shall make a final determination as to what coaches will receive the Summer Coaching Stipend. Only one (1) Summer Coaching Stipend shall be paid to a coach per summer- Maximum \$2,000 for Head Coaches, Maximum \$1,500 for Asst. Coaches.

- *6 The coach of any team sport who qualifies for a state level or national level competition, or shall receive a \$1,000. Track Coaches will receive \$250 per athlete who qualify for their state level event (up to 1,000). This includes non-athletic teams such as robotics, guard, archery, speech/debate, cheer, etc...Only one bonus will be paid per fiscal year.

Article V

Compensation

Issued: October 14, 2008

Revised: November 7, 2011

Revised: , 2015

Extra Duty Compensation Guidelines

Individual extra duty compensation shall be established by the Board of Education, within the minimum and maximum ranges set forth above. An individual may not negotiate an extra duty salary with the administration or Board, other than the salary set out in the negotiated pay schedule. Once extra duty compensation is established by the Board of Education and the POE for the current contract period, individual amounts may not be adjusted until the ensuing contract period, absent a memorandum of understanding between POE and the Board.

In establishing individual stipends within the extra duty compensation range(s), the Board of Education shall, at a minimum, consider in-district and out-of-district experience, degree status and past performance in the area of assignment. The term "stipend", when used in connection with extra duty assignments, refers to the payment received for the extra duty or duties performed.

The Association shall be notified by the Superintendent within 10 days of the creation of any new positions/extra-duties, for which the district proposes to pay an extra duty stipend. POE and the Superintendent shall meet, through their respective designees, within 10 working days of the Superintendent's notification, to confer regarding the pay rate for the newly established extra duty. Any memorandum of understanding regarding the terms and conditions of the extra duty and its pay rate shall remain in effect until negotiations commence for the next school year, at which time the POE, the Board or both may raise the payment of particular extra duty stipends as an item for negotiation.

Upon the Superintendent's approval and notice to the Board, extra duty assignments and related pay for the extra duties performed may be shared by two or more individuals.

Extra duty compensated upon the submission and approval of a Green Sheet and for which funding is dependent upon reimbursement to the District shall be paid to the

teacher only if the teacher performing the extra duty submits a Green Sheet to the approving administrator in sufficient time for the Green Sheet to be received in the central office no later than the last contractual day.

2022-23 Negotiated Agreement	<i>Section 7</i>
Article V	
Compensation	Issued: October __, 2008 Revised: August 12, 2009

High School and Middle School Department Chairs

The Administration shall meet annually to discuss the functions of and develop a job description for department chairs at the Elementary (Pre-Kindergarten to Kindergarten, Grades 1-2, Grades 3-5), Middle School (Grades 6-8) and High School (Grades 9-12) in the following areas: Math, Science, English/Language Arts, Social Studies, and a General Chair to cover the areas of Technology, Special Education, Fine Arts, Vocational and Physical Education. The job descriptions will be developed by the principals and shall be subject to the approval of the Board of Education. The position will be posted and no more than one (1) chair selected by the principal would be appointed to serve in each subject area and the chair would, subject to voluntary or involuntary removal, hold the position for an entire academic year.

The chair will be responsible for sign-in sheets, hold monthly meetings, and keep a written record of discussions of the monthly meetings.

2022-23 Negotiated Agreement

Section 8

Article V

Compensation

Issued: October 14, 2008

Advanced Education

There shall not be a mandatory number of college hours a teacher must take unless it is to meet state law.

2022-23 Negotiated Agreement

Section 9

Article V

Compensation

Issued: October 14, 2008

Salary Credit for Degrees

Teachers shall be given salary credit for academic degrees. Upon presentation of proof that a Master's Degree has been completed, the teacher shall be advanced on the salary schedule at the beginning of the next semester, and payment at the new rate shall begin with the next pay date.

2022-23 Negotiated Agreement	<i>Section 10</i>
Article V	
Compensation	Issued: October 14, 2008

Flexible Fringe Benefit Plan

When the school system enters into a contract for an IRS 125 Plan with an approved plan administrator, then employees may voluntarily participate in this plan with no administrative cost to the teacher.

Insurance agencies offering policies eligible under the Cafeteria Plan will be invited to attend a meeting of teachers interested in participating in the Cafeteria Plan. The meeting shall be scheduled immediately after the school day, and prior to the enrollment date.

Insurance agencies offering policies under the Health Care Plans available to the district will be invited to attend a meeting of teachers interested in participation in the Health Care Plan. The meeting shall be scheduled immediately after the school day, and prior to the enrollment date for said plan.

2022-23 Negotiated Agreement

Section 11

Article V

Compensation

Issued: October __, 2008

Health Insurance

The District's payment of health insurance premiums shall be subject to all requirements of Oklahoma law applicable to school districts and their certified employees.

2022-23 Negotiated Agreement

Section 12

Article V

Compensation

Issued: October 14, 2008

Mileage

Teachers who are required to commute between the Chouteau and Mazie campuses as part of their regular duties will be compensated at the IRS standard mileage rate.

In order to be reimbursed for mileage, teachers must file their travel reimbursement claims within thirty (30) days of the travel for which mileage is claimed and prior to the end of the school fiscal year. Teachers incurring approved school-related mileage during the summer months should submit their mileage claim directly to the Superintendent's office.

2022-23 Negotiated Agreement	<i>Section 13</i>
Article V	
Compensation	Issued: , 2015

Professional Development Stipend Pay

Certified employees who engage in Professional Development Activities beyond contracted hours or days when the activities are not mandatory in nature shall be paid at the rate of \$30.00 per hour as a stipend. If a certified teacher serves as a trainer and conducts training for District staff, then the teacher will be paid at the rate of \$45.00 per hour.

All Professional Development Stipends must be pre-approved by the Superintendent prior to the professional development activity. The Superintendent’s approval will be based on District needs and available funds, and the Superintendent’s decision shall be final.

**AP P L I C A T I O N F O R P R O F E S S I O N A L
D E V E L O P M E N T**

Staff Member Requesting Professional Development: _____

Subject/Grade Taught _____

Subject / Core Curriculum of training: _____

Name of Vendor/Company or Event providing the training: _____

Dates of proposed PD activities: _____

Is the professional Development during a contracted teacher school day? Yes or No (circle one)

If no, how many hours will be claimed for compensation? _____

BUDGET/EXPENSES OF PD

Registration Cost:	\$	_____
Travel Cost (Zero if school vehicle is taken):	\$	_____
Lodging Cost:	\$	_____
Meals:	\$	_____
Teacher Compensation Claimed for PD	\$	_____
TOTAL COST:	\$	_____

DISTRICT COMPENSATION RATES FOR APPROVED PD ACTIVITIES DURING NON-CONTRACT HOURS

- \$30.00 per hour to be paid as an extra duty stipend when a teacher attends Professional Development
- \$45 .00 per hour if a certified teacher serves as the trainer and conducts the training after contracted hours.

All extra duty stipends for Professional Development training activities must be pre-approved through the superintendent; approval will be based on district needs and available funds. The school superintendent has final say on all funded Professional Development activities and stipends. All unit members are encouraged to make request for Professional Development opportunities, in writing to the superintendent, as early as possible to ensure consideration is given to member needs.

Applicant Signature _____
Date

Principal/Director Signature _____
Date

Superintendent _____
Date

Approved _____
Not Approved

THE FOLLOWING DOCUMENTS MUST BE INCLUDED WITH CLAIM FOR COMPENSATION FOR ALL APPROVED PD ACTIVITIES FOR THE APPLICANT TO RECEIVE COMPENSATION:

- Claim for Compensation Form signed by unit member and Principal/Director
- Documentation from PD activity: ie- Agenda with presenter/topic, dates, times, topics presented
- If provided, a Certificate of attendance/completion issued by trainer.

2022-23 Negotiated Agreement	<i>Section 1</i>
Article VI	
General Provisions	Issued: October 14, 2008

Non-Discrimination

There will be no discrimination against any employee covered by this agreement in a manner which would violate any applicable laws on the basis of race, color, creed, national origin, age, sex, genetic information, or marital or veteran status.

Neither the Association nor the Board will discriminate against any employee covered by this agreement by reason of their affiliation or non-affiliation with the Association.

2022-23 Negotiated Agreement	<i>Section 2</i>
Article VI	
General Provisions	Issued: October 14, 2008

Savings Clause

Should any part of this Agreement be declared invalid by statute, a court of competent jurisdiction or the Attorney General, said part shall be severed from this Agreement and be considered null and void. All other parts of this Agreement not affected by the severed part shall remain in full force and effect. Upon mutual agreement of the Board and the Association, the parties may enter into negotiations within thirty (30) days to replace the severed part of the Agreement.

2022-23 Negotiated Agreement

Section 3

Article VI

General Provisions

Issued: October 14, 2008

Revised: August 12, 2009

Revised: August 25, 2010

Revised: November 7, 2011

Duration

This agreement represents the full and complete agreement between the Board and the Association and shall remain in effect until replaced by a subsequent agreement negotiated in accordance with the provisions of the Procedural Agreement.

2022-23 Negotiated Agreement

Section 4

Article VI

General Provisions

Issued: October 14, 2008
Revised: August 12, 2009
Revised: August 25, 2010
Revised: September 13, 2010
Revised: November 7, 2011
Revised: October 15, 2012
Revised: June 3, 2013
Revised: , 2015
Revised, 2016

Ratification of Agreement

Within ten (10) working days of tentative agreement on all items by POE and the Board’s respective teams, the Association will meet to consider ratification of this Agreement.

Within ten (10) working days of ratification by the Association, the Board will meet in a regular session or a special session to consider and vote regarding ratification of this Agreement.

By affixing their signatures below, the representatives for POE and the Board signify that the above items have been ratified by their representative bodies and that such items are to be included in the 2022-2023 negotiated agreement.

Ratified this _____ day of _____, 20____

POE President

POE Secretary

Ratified this _____ day of _____, 20____

School Board President

School Board Clerk