

Newkirk Negotiated Agreement

Amended 7/13/2017

ARTICLE 1

NONDISCRIMINATION

The Board and the Association agree not to discriminate against any certified employee for participation in or nonparticipation in the bargaining process.

ARTICLE 2

SAVING CLAUSE

Should any article, section, or clause of this agreement be declared illegal by change in state statute or court of last resort, said article, section, or clause, as the case may be, will automatically be deleted from this agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause. If remaining articles, sections, or clauses are affected because of deletion, the Association's and Board's teams shall mutually agree to bargain the items that have been deleted or changed unnecessarily due to the change in law. If a change in statute or court of last resort results in increased or improved benefit(s) to the certified employees, the change will be incorporated.

ARTICLE 3

DURATION OF AGREEMENT

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.

ARTICLE 4

SCHOOL CALENDAR

The Board will direct the administration to develop a proposed school calendar for the following year, not to exceed 175 days for instructional purposes and 180 days for teacher contract purposes. The administration and the Association will select a teacher from each site to serve on a committee to solicit and report input from the certified employees of the district for the calendar committee.

ARTICLE 5

TEACHER WORK DAY

- A. The teacher work day shall be seven hours and thirty minutes (7 1/2 hours). All Teachers shall report for work fifteen (15) minutes before the student day begins. All teachers may leave fifteen (15) minutes after the latest student day ends. Teachers will be required to sign in and out during the work day. Teachers may leave campus during lunch time and planning time according to the rules set out in Article 8.

- B. Teachers may be required to come before, participate in, or stay beyond the work day for individual parent-teacher conferences, open house, IEP conferences, school related functions, assigned duties and required training or professional development. If the workday is to be extended due to required training or Professional Development, forty-eight (48) hours' notice must be given. If attendance is voluntary it will be stated in writing to all teachers.

- C. Every effort shall be made to conduct staff meetings during the teacher work day. Meetings held outside the work day shall not occur more than twice per month and shall not exceed ninety (90) minutes per month.

ARTICLE 6

TEACHER WORK YEAR

The teacher work year may be 182 days with a minimum of 180 days. Seven (7) of these days, minimum of five (5) days, or forty-two (42) hours may be used for staff development. Two of the seven (7) professional development days *if beyond 180 days* shall be paid at *1/180 per day* of the individual teacher's salary.

Parent-teacher conferences shall be held for two evenings or one evening and ½ day each semester. These four time periods will constitute two of the 180 days of the work year.

Teachers may be required to attend up to three (3) additional days for staff development as required for particular positions or schools not meeting Annual Yearly Progress (AYP). Any additional staff development days required outside the 180 day work year that are not required for the position will be reimbursed at \$50 per day plus expenses as per board policy.

ARTICLE 7

Before the creation of a duty schedule, the principal, shall receive input from teachers. Said schedule shall assign duties on a rotating and equitable basis. Teachers shall be provided duty free lunchtime each day with a minimum of fifteen (15) minutes. If an assigned duty requires a teacher to remain longer than the contract day, the teacher shall be reimbursed at \$15.00 dollars per hour. (7.13.17)

ARTICLE 8

PLANNING TIME

Elementary teachers shall receive a minimum of 200 minutes of planning time each week.

Middle school and high school teachers shall receive a class period of planning time each day.

Teachers must receive approval from an administrator or his/her designee before leaving campus during planning time.

ARTICLE 9

EVALUATION

- A. All career teachers will be formally evaluated at least once during each school year. Career teachers receiving a “superior” or “highly effective” under the TLE may be evaluated once every three (3) years as allowed by law.
- B. All probationary teachers will receive formative feedback from the evaluation process at least two (2) times per school year, once during the fall semester and once during the spring semester.
- C. All teachers will be evaluated by administrative personnel who have participated in the required training of the State Department of Education. Each teacher will be notified within the first ten days of each school year which administrator(s) has been designated as his/her evaluator.
- D. Within the first ten days of each year, the principal will conduct an evaluation orientation session for all teachers new to the building.
- E. Formal classroom observations for the purpose of evaluation shall be conducted openly with the full knowledge of the teacher.
- F. All evaluations shall be made in writing on the approved forms. A copy of said forms is included. See form 2 attached.
- G. A copy of each formal written evaluation shall be given to the teacher within five (5) working days of the observation at a conference held between the teacher and the evaluating administrator. The teacher shall acknowledge receipt of the evaluation by placing her/his signature thereon. This form will be placed in the teacher’s file.
- H. The teacher may, within ten (10) working days of the evaluation conference, respond to the evaluation in writing and said response will be attached to the formal evaluation and added to the teachers file.

ARTICLE 10

ASSIGNMENTS AND VOLUNTARY TRANSFERS

- A. Teachers shall be assigned by the administration within the scope of their certification. All assignments shall be made in order to best meet the needs of the student and the program needs of the district.
- B. Teachers shall be provided their tentative assignment for the ensuing school year by the last day of the current school year.
- C. When assigning teachers to extra duties not covered by their teaching or supplemental contract, the administration shall assign teachers on an equitable basis. Teachers may be assigned duties outside the regular school day (i.e. bus duty, breakfast duty, gate duties) and all duties will be assigned on an equitable basis.
- D. Gate duty will be made available on a volunteer basis. If there is not enough volunteers the remaining slots will be assigned by the administration on an equitable basis.
- E. Lists of vacant teaching positions shall be posted in each building, in the Central Office, and on the school website in order to afford qualified teachers an opportunity to apply for a reassignment or transfer as vacancies occur.
- F. Teacher transfer requests shall be submitted, in writing, to the Superintendent's Office. A copy of the request shall be sent to each immediate supervisor who may be affected by the transfer. A transfer request may be submitted at the end of the year in the event a position becomes available.
- G. Qualified teachers who request a transfer to a vacant position shall be interviewed and shall be notified, in writing, within five (5) days after the final decision has been made.

ARTICLE 11

INVOLUNTARY TRANSFER

- A. Teachers who must be transferred to another building or another position within the same building, as a result of curriculum reorganization, enrollment numbers and/or district reorganization, shall be provided with written notification with ten (10) days of the decision which includes reasons for the transfer.
- B. The selection of teachers to be transferred shall be made by the immediate supervisor in conjunction with the Superintendent. The principal will discuss the position with the teacher before the final decision is made.
- C. Once a teacher has been notified of an involuntary transfer, the teacher shall have the option to request a conference with appropriate administrative personnel and/or provide written response to the notice of involuntary transfer.
- D. Teachers who are being involuntarily transferred shall be provided with notice of all vacancies for which they are qualified as those vacancies occur.
- E. When teachers are transferred the school district will assist the teachers with the moving of materials.

ARTICLE 12

RIGHT TO REPRESENTATION

Upon their request, certified employees shall have the right to be accompanied by a representative at conferences pertaining to disciplinary action. All parties shall be required to attend the conference at a time and date mutually agreed upon by the concerned parties within a twenty-four hour period. If the teacher intends to bring a representative they shall notify the administrator and the administrator shall have 24 hours to also bring a representative if the administrator should choose.

ARTICLE 13

CLASS SIZE

The Board agrees to make every effort to abide by current state law concerning class size.

ARTICLE 14

REDUCTION IN FORCE

I. Prompting Oklahoma Legislation

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

II. General

1. Reasons for a Reduction in Force. Any teacher in the District may be nonreemployed for the following fiscal year when the board decides that due to (a) a financial necessity or (b) a program change or (c) a decline in enrollment or (d) other business inevitability as determined by the board, a reduction in the teaching staff for the following fiscal year is necessary.
2. Definitions. For the purposes of this section, the following terms have the stated meanings:
 - a. Financial Necessity” means a reduction in the District’s financial resources that in the sole judgment of the board of education will result in a reduction in the District’s current or future operating budget.
 - b. “Program change” means any elimination, curtailment or reorganization of a curricular / instructional offering, program or school operation or a reorganization or closing of a school or a consolidation of two or more individual schools or school districts.
 - c. Declining enrollment” means a decrease in the District’s total enrollment or enrollment in a particular program or curricular / instructional offering which in the sole judgement of the board of education may adversely affect the District’s current or future funding and/or the necessity of maintaining certain current or future class sections or curricular / instructional offerings.
3. Criteria for Eliminating Positions. The primary standard in implementing any reduction in force shall be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the District. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, instructional focus and the unique / multi-dimensional needs of students. Natural attrition will always be used as the first means of reducing the force.

III. **Criteria for Non-reemployment of Teachers in Affected Positions**

1. Once a determination has been made as to which positions should be eliminated then the primary basis that will be used in determining which teachers to retain in the affected position(s) will be the composite evaluation rating of the teachers holding such positions as measured (to the nearest hundredth of a decimal point) by the District's Teacher and Leader Effectiveness Evaluation System (TLE) for each year in which the TLE has been in effect. If the composite ratings of the teachers in the affected positions are identical then the following, **in this order**, shall control:
 - a. Seniority in the District.
 - b. The number of certifications held.
 - c. Total years of teaching experience.
 - d. A lot drawing made by the Superintendent in the presence of an authorized representative of the Newkirk Oklahoma Education Association.

IV. **"Bumping Rights"**

1. Only those teachers who have an average three year ranking that falls at the affective rating of 2.80 or above will be given bumping rights. If three years of rankings are not available, the district will use an average of available years. In order to bump, a teacher must be certified in the position they seek to move into and must meet all state and federal requirements necessary to hold that position.
2. In the event a teacher eliminated through RIF is certified to hold a position other than the one being eliminated, said teacher may bump another teacher in that position, as long as the teacher has seniority over that person and has an average composite ranking score that is greater than the other teacher as measured to the nearest hundredth of a decimal point.
3. If the composite rating of the teachers in the affected positions are identical then the following, **in this order**, shall control bumping:
 - a. Seniority in the District (as stated above).
 - b. The number of certifications held.
 - c. Total years of teaching experience.
 - d. A lot drawing made by the Superintendent in the presence of an authorized representative of the Newkirk Oklahoma Education Association.

V. **Procedures For Reduction in Force**

1. Action by Superintendent. The superintendent, upon receipt of the board's preliminary determination of the necessity for a reduction in force, or upon the superintendent's own decision, shall submit to the board the superintendent's written recommendations for eliminating particular teaching positions. In making recommendations, the superintendent (a) shall not be limited to considering only positions in the areas or programs designated by the

board and (b) shall consult with each relevant principal and administrator in whose school or unit a position elimination is proposed and (c) shall take into consideration the criteria set out herein.

2. Action by Board. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation, the board may initiate action without such recommendation provided that it adheres to the other provisions of this Reduction in Force Agreement.
3. Notice and Hearing Procedures. Prior to taking any action to non-reemploy a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own decision, the board shall provide written notice and a opportunity for hearing to the affected teacher: provided however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures for teachers other than temporary teachers shall be the same as those provided by Oklahoma Law regarding non-reemployment of teachers. Notice of a recommendation of non-reemployment shall be given to the teacher prior to the applicable deadline set by law.
4. Board Hearing. At the board hearing, evidence may be presented by the administration and the teacher, as to (a) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the District and (b) whether the recommendation to not renew the specific teacher is being made in good faith under this Reduction in Force Agreement.
5. Effect of Board Decision. The decision of the board based on the evidence presented at the hearing shall be final and non-appealable.

VI. Reemployment or Other Employment After Reduction in Force

1. Recall. For one school year after the effective date of non-reemployment due to a reduction in force, the board of education shall not fill positions eliminated through reduction in force without first offering such positions to the nonreemployed and eligible teachers. In order to be an "eligible teacher" for recall, the teacher, at the time of the reduction in force, must have had an overall composite evaluation rating, for the time period used, of at least 2.80 on a scale of 5.00 and be certified and qualified to teach in the open position. Recall shall be in the reverse order of the reduction in force. In the event one or more teachers eligible for recall are equal in all criteria used in the reduction procedure, the superintendent / superintendent designee shall have authority to select the teacher believed to best fit the needs of the district.
2. Recall Procedures. The offer of reemployment shall be made personally and by certified mail, return receipt requested, and the teacher shall be notified in such notice that if the teacher wishes to accept, the teacher must do so in writing within five (5) calendar days of his receipt of notice. It is the responsibility of the teacher to keep full, accurate and current mailing addresses / phone numbers up-to-date with the Superintendent's Office of the District. Failure

to receive acceptance within five (5) calendar days or rejection of the offer of reemployment eliminates all reemployment rights of the teacher.

3. Status After Recall. A career teacher who has been non-reemployed and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed but is then reemployed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

Select Reduction in Force Provisions

(Read entire agreement for a review of All Provisions)

<p>Reasons:</p> <ul style="list-style-type: none">• Financial necessity• Program change• Decline in enrollment• Other business inevitability
<p>Initial Criteria:</p> <p><input type="checkbox"/> Natural attrition first</p>
<p>Note... there is no distinction between Probationary and Career under State statute beginning July 1, 2012; therefore, see provisions immediately below affect ALL teachers.</p>
<p>Non-reemployment of teachers:</p> <ul style="list-style-type: none">• Positions identified; lowest composite evaluation rating of teacher is first to be RIFFED.• If ratings are tied, then order of seniority, number of certificates, years teaching, lot drawing.
<p>Bumping Rights:</p> <ul style="list-style-type: none">• Only teachers at 2.80 or above have rights.• If tied, then order of seniority, number of certificates, years of teaching, lot drawing.
<p>Recall:</p> <ul style="list-style-type: none">• On list for one (1) year.• Only eligible if 2.80 or higher.• Eligible if certified and qualified to teach in the open position (based upon areas of certification, not previous position held prior to RIFFING)• Recall in the reverse order to the RIF• Ties result in superintendent's determination of needs of the district.

ARTICLE 15

GRIEVANCE PROCEDURE

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 or any other issue that may arise with respect to an employee's terms and conditions of employment.

I. Definitions

- A. A "grievant" shall mean an employee or employees making the claim or the Association filing a grievance on those Articles pertaining to the Association.
- B. A "grievance" shall mean a claim by a grievant that there has been a violation, misinterpretation or misapplication of an established board policy or established district administrative regulation that has specifically affected the employee's terms and conditions of employment or a claim involving interpretation or application of the terms of this agreement.
- C. A "party in interest" is the person or persons making the claim or any person who might be required to take action, or the person against whom action might be taken in order to resolve the claim.
- D. "Days" shall mean employment days, except as otherwise indicated.

II. Rights to Representation

- A. Any aggrieved employee may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative of his/her choice.
- B. If, in the judgment of the Association, a grievance affects a group of certified employees or the Association, the Association may file a grievance following the presentation of a statement that a grievance exists. The statement must be signed by five (5) certified employees who are affected by the grievance. Grievances filed by the Association shall move directly to the Formal Procedure.
- C. Grievances involving more than one (1) supervisor and grievances involving an Administrator above the building level may be filed at Step II.

III. Informal Procedure

- A. An employee with a grievance shall first discuss it individually with the building principal within ten (10) days of the alleged violation, stating the article and section alleged to be violated, with the objective of resolving the matter informally. No written record will be made. However, a memo signed by both parties giving the date of the meeting shall be prepared.

- B. Any employee whose grievance was not resolved in the informal discussion may file a written grievance as provided for in Step I of the formal procedure.

IV. Formal Procedure

Step I

- A. If the grievant is not satisfied with the discussion in the Informal Procedure, he/she shall submit a written grievance to his/her building Principal within five (5) days of the Informal Procedure. The written grievance shall cite the specific articles, sections, and paragraphs alleged to be violated, and will also state the specific remedy sought.
- B. The building Principal shall schedule and hold a meeting within five (5) days after receipt of the written grievance. Present at this meeting shall include the grievant(s), and if the grievant so desires, a representative of his/her own choosing and the building Principal, and if the building Principal desires, a representative of his/her own choosing.
- C. The building Principal will transmit his/her decision in writing with reasons upon which the decision was based, to the grievant within five (5) days after the meeting was held.

Step II

- A. If the grievant is not satisfied with the disposition of the grievance at Step I or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance may be referred to the Superintendent or his/her designee in his/her absence. The request for Step II appeal shall be accompanied by the grievance, Principal's decision, and reasons for the request.
- B. The Superintendent shall arrange for a meeting to take place within five (5) days of the receipt of the appeal.
- C. Upon conclusion of the meeting, the Superintendent will provide his/her written decision to the grievant, Association, and building Principal if involved within five (5) days. Such written decision shall include reasons upon which the decision was based.
- D. If the Association is not the representative for a grievant, a spokesperson for the Association may be present to submit the Association's views on the grievance.

Step III

- A. If the grievant is not satisfied with the disposition of his/her grievance at Step II, he or she may file an appeal with the board of education in writing, using the official form which is part of this procedure, within five (5) days of the Step II response.
- B. The board will hear the appeal at its next regularly scheduled meeting or a special board meeting which has been called within forty-five (45) days of the receipt of the appeal.

C. At the conclusion of the hearing, the Board shall render its decision by vote of the members present and shall transmit its decision in writing to the grievant, the building Principal, if involved, the Superintendent, and the Association.

V. Reprisals

No reprisals of any kind will be taken by any of the parties in interest because of his/her participation in the grievance procedure.

VI. Cooperative Investigation

The parties of interest will cooperate in the investigation of any formally presented grievance and will furnish such information as is requested for the processing of any grievance within the guidelines of all Federal and State Laws and Regulations.

VII. Release Time

If the investigation or hearing of any grievance should be scheduled during the school day, all parties of interest shall be released from regular duties without loss of pay.

VIII. Personnel Files

No documents or records dealing with the processing of a grievance shall be filed in the grievant's personnel file.

X. General Provisions

1. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the timelines specified in these procedures.
2. Failure at any level of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance by the grievant of the decision at that level.
3. Failure at any level of this procedure to respond to a grievance within the specific time limits shall permit the grievant to appeal to the next level.
4. Time limits at any level may be extended by mutual agreement, and such agreements shall be in writing and placed in the record for that grievance.
5. Evidence and testimony presented by the grievant at any level of this procedure shall be limited to that which was presented at previous levels of the Formal Procedure. If new evidence is acquired, the process will move back to Step 1 of the Formal Procedure.

ARTICLE 16

FORMAL COMPLAINTS

- A. All formal parent complaints shall be referred to the teacher.
- B. All formal complaints against a teacher must be substantiated and documented through a complete and thorough investigation before disciplinary action is taken. If it appears that disciplinary action is in order, the teacher(s) in question will be notified.
- C. In the case of formal complaints the teachers shall have the right to be informed of the identity of a complainant and provided an opportunity to resolve the issue before disciplinary action is taken.
- D. Except in emergency situations, teachers shall not be reprimanded in the presence of others.
- E. If documentation of a disciplinary conference is to be made, the teacher shall have the right to have a representative present during the conference. The administrator shall have the right to have a witness present during such conferences.

ARTICLE 17

COVERING CLASSES

- A. When required by the Principal or the Principal's designee to substitute, administer, or monitor a test during a teacher's planning/conference period, the rate of reimbursement will be \$15.00 per period.

- B. When required by the principal or the Principal's designee to cover another teacher's class in addition to their regular, the rate of reimbursement shall be \$30.00 for a half day and \$60.00 for a full day. In the event the time covered is less than ½ day the reimbursement shall be \$10.00 per hour.

ARTICLE 18

SICK LEAVE

- A. The Board shall provide each teacher ten (10) days of sick leave each year for use in case of personal injury, illness or pregnancy, or injury illness in the family. Teachers on an eleven (11) month contract shall receive eleven (11) days of sick leave and those teachers on a twelve (12) month contract shall receive twelve (12) days. Immediate family is defined as spouse, child, stepchild, parent of employee or employee's spouse, sibling, grandchild, grandparent, stepparent, aunts, uncles, nieces, nephews, including those of spouse and household members who reside in the same home and have reciprocal duties to and do provide financial support for one another.

- B. Unused sick leave days may accumulate to a maximum of sixty (60) days. The Board will maintain records of sick leave accumulation beyond (60) days to a maximum of one hundred fifty (150) days for the purpose of reporting those days to the Oklahoma Teachers Retirement System. Teachers transferring from another district shall not be allowed to transfer more than sixty (60) days for use as sick leave. The district will maintain record of sick leave accumulation for the beyond sixty (60) days to a maximum of one hundred fifty (150) for the purpose of reporting those days to the Oklahoma Teacher Retirement System.

- C. If, after exhausting all accumulated sick leave, a teacher is absent from his/her duties due to personal injury, illness, or pregnancy, the teacher shall receive his/her full contract salary less the amount actually paid to a substitute teacher if one is hired, or the amount normally paid to a substitute teacher if one is not hired, for an additional period of up to twenty (20) days.

- D. If a teacher is still unable to return to work after the period of time provided in C above, the teacher may be placed on sick leave without pay for the remainder of the contract year. The teacher must provide a written request for such leave status, and the request must be accompanied by a written statement from a licensed physician supporting the need for such leave.

- E. Teachers shall be charged for no less than one-half (1/2) of a day when a substitute is hired. If another teacher covers at no cost to the District for one period/hour or less, there will be no deduction against leave.

- F. **COMPENSATION FOR UNUSED SICK LEAVE**
 - 1. For the 2016-17 school year, teachers who retire under OTRS shall receive payment for unused sick leave days accumulated over one hundred twenty days (120 days) to a maximum of one hundred fifty days (150 days) which have not been utilized to obtain an additional year of service with the Oklahoma Teachers' Retirement System and have not been transferred to another district. Teachers who qualify shall receive payment of \$30.00 per day.

2. For the 2016-17 school year, teachers who retire under OTRS from Newkirk Public Schools shall receive payment for unused sick leave days accumulated over ninety (90) days but less than one hundred twenty (120) days. Teachers who qualify shall receive payment of \$30.00 per day.
- G. At the beginning of each year each teacher will be notified of available leave balances. Upon request teachers will be notified of their available balances within five (5) working days.

ARTICLE 19

PERSONAL BUSINESS LEAVE

All teachers shall receive five (5) days of personal business leave at no deduction in pay subject to the following provisions:

- A. The principal shall be notified seventy-two (72) hours in advance, except in the case of an emergency. In case of an emergency the principal shall be notified not later than 7:30 a.m. on the day the leave is requested. During the first or last week of school, within two (2) days before or after a school holiday, or within the building testing window if the building is testing the employee shall make a written request for the leave with the stated reason at least 5 days prior to the leave except in the case of an emergency or in case of their child's participation in a sporting event. The request must be first approved by the building principal (showing their approval and availability of a substitute) and then receive the written permission of the superintendent or his/her representative.
- B. Personal leave may not be used for other employment by the teacher with the exception of teachers speaking at educational events.
- C. The teacher will not be required to give a reason for the day of personal business leave. Personal Business Leave is for business that cannot be done after school hours.
- D. If a substitute cannot be found teachers will be assigned according to article 17.
- E. Personal Business leave shall not accrue.
- F. Per teacher's choice, at the end of the school year, unused paid Personal Business Leave shall be added to the teacher's accumulated sick leave of the school district shall pay \$50.00 per day for any unused paid Personal Business Leave. The payment shall occur within thirty (30) days of the end of the school year. (7.13.17)

ARTICLE 20

PROFESSIONAL LEAVE

- A. Notice of workshop conferences or professional meetings shall be posted in each building. Teachers may apply to the principal for leave to attend professional meetings, workshops, or conferences directly related to their current teaching assignment. If the leave request is granted, the teacher shall not suffer a loss in pay or accumulated leave benefits for such absence.

- B. Honorariums and workshop presentations will be considered as professional leave if granted by the Administration. Substitute pay will be deducted from an honorarium or reimbursed by the requesting district.

ARTICLE 21

BEREAVEMENT LEAVE

The Board shall provide five (5) days of bereavement leave at no cost to the teacher for each occurrence of death in the immediate family. For the purposes of bereavement immediate family shall be defined as spouse, child and children's spouse, parent, stepparent, grandchild, grandparent, sibling and sibling's spouse, aunts, uncles, nieces, nephews, including those of spouse or household member who resides in the same house as the teacher who shares a duty to provide financial support. In addition, the Board will allow the teacher to use three days of paid leave to attend funerals outside the immediate family within the five (5) days

ARTICLE 22

SICK LEAVE BANK

All employees may participate in the Sick Leave Bank on a voluntary basis. Sick Leave Bank may be utilized by an employee 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.

An employee may utilize the Sick Leave Bank only under the following conditions: (1) the employee has exhausted, or will exhaust, all sick leave as a result of the condition, (2) the condition has caused, or is causing, the employee to take leave without pay or to terminate employment, and (3) the condition is serious, extreme, or life-threatening condition.

“Relative of the employee” means a spouse, child and children’s spouse, parent, stepparent, grandchild, grandparent, sibling and sibling’s spouse or household member who resides in the same house as the teacher who shares a duty to provide financial support.

“Severe” or “extraordinary” means serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery.

The Board of Education shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Provisions for participation include the following:

1. Each employee participating in the sick leave bank will be assessed one day of his sick leave upon his initial enrollment in the Sick Leave Bank. Each member shall be assessed one day of his sick leave each subsequent year of membership until the bank has over one hundred (100) days. No more days will be added except from new enrollees until the bank is depleted to below fifty (50) days. When the Sick Leave Bank total falls below a minimum fifty (50) days, each active member will be assessed one day each. This assessment will be made at the time of enrollment as a Sick Leave Bank member, that being the first official school day.
2. Additions will be made to the bank at the beginning of each school year according to the limitations stated in Item 1.
3. A person withdrawing from membership in the Sick Leave Bank will not be able to withdraw the contributed days.
4. Only those employees participating in the Sick Leave Bank will be eligible to withdraw days, and then only after their accumulated sick leave and excess sick leave are used.

5. No more than ten (10) sick leave days will be granted per request. Application may be made for additional days.
6. Persons withdrawing sick leave days from the Sick Leave Bank will not have to replace these days except as a regular contributing member to the bank.
7. The sick leave bank will be overseen by a committee comprised of a teacher from each building selected by their peers, a principal, and two support employees selected by their peers. All committee members must be members of the sick leave bank. The committee will make a determination on any application for additional days.
8. Members may voluntarily donate additional days to the sick leave bank. Donated days will reduce their number of accumulated sick leave days by that number.

ARTICLE 23

OTHER LEAVE REQUEST

A. The Newkirk Oklahoma Education Association Education Association has seven (7) days of leave to be used for Association business at cost of a substitute such as:

1. Attend O.E.A. Delegate Assembly
2. President's Conference
3. Participate in legislative lobbying

Request to use Association leave will be made to the building principal twenty-four (24) hours in advance. With the exception of the N.E.A. President, no one person may use more than two (2) days of Association leave in one school year with no more than two (2) teachers absent per building per day.

B. Jury Service Leave: Teachers shall be granted leave for jury service as prescribed by state law.

1. Legal Process Leave: Teachers shall be granted leave to serve as a witness subpoenaed in a criminal, civil, or juvenile proceeding as prescribed by law.

C. Military Leave: Military leave shall be granted as prescribed by state law.

D. Teachers appointed or elected to an OEA/NEA office or Board of Directors shall have three (3) days of leave at cost of substitute to attend required activities of the position. Any additional days necessary shall be charged to personal business leave or Newkirk Education Association leave at the discretion of the teacher.

ARTICLE 24

ASSOCIATION PRIVILEGES

The Association may use school facilities for meetings of the Association.

The Association shall be permitted to distribute information related to the official business of the Association by school email, placing it in the mail box of individual teachers at each school and will be permitted to place material on a designated bulletin board in each school. Such material shall not suggest, urge or propose any action by a teacher to violate, ignore, or resist any term of this agreement, Board policy, or administrative regulation.

Prior to each School Board meeting the president of the association shall receive a copy of the packet provided to the School Board members, if one is provided, excluding those items relating to personnel or legal issues that are confidential.

ARTICLE 25

GRIEVANCE REPORT FORM

Building Assignment	Name of Grievant	Date Filed
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STEP I

A. Date Grievance Occurred: _____

B. Statement of Grievance:

Relief Sought:

SIGNATURE: _____ DATE: _____

(Building Principal will arrange a meeting with 5 days and provide in written form within 4 days of meeting.)

C. Disposition of Principal:

If additional space is needed in reporting Section B of Step I, attach an additional sheet.

Signature of Principal: _____ Date _____

STEP II

A. Date received by Superintendent or Designee: _____

(Superintendent or Designee shall arrange a meeting with 5 days of appeal and provide his decision within 4 days of meeting.)

B. Disposition of Superintendent or Designee

SIGNATURE: _____ DATE: _____

C. Position of Grievant and/or Association:

SIGNATURE: _____ DATE: _____ STEP III

(If not satisfied with disposition of Step II or no decision has been rendered within 10 days of meeting with Superintendent or Designee.)

A. Date Submitted to Board: _____

B. Disposition and Award of Board:

SIGNATURE OF BOARD PRESIDENT: _____ DATE _____

ARTICLE 26

STAFF RELATIONS COMPLAINT FORM

It is the desire of the Newkirk Public Schools that all employees will work in an atmosphere that encourages excellence. All employees are entitled to a workplace that is free of harassment and/or intimidation.

The Newkirk School District encourages employees to report complaints of harassment and/or intimidation. The complaint should be reported immediately to the Superintendent or his designee.

Employee:

Date of Incident:

Description of complaint: (Please be very specific.)

Employee Signature Date

Article 27

Educational Leave

- A. A teacher may be granted, at the discretion of the principal, an early dismissal leave after the regular teaching day to attend a college course which would be in the teacher's teaching career. This leave will not be permitted on school inservice days or work days. A teacher may be granted early dismissal leave on a closing day with the permission of the principal. Willful abuse of this leave provision shall subject the teacher committing such abuse to disciplinary action by the Superintendent and shall constitute just cause for suspension without pay.
- B. A teacher who has been in the district for at least five (5) years may be granted a one (1) year leave of absence with no compensation for professional study. Professional study will include 9 hours of credit per semester or a minimum of 18 hours in a school year.
 - 1. A request for professional study leave must be made in writing by March 15 and will be notified by March 30.
 - 2. Upon return from professional study leave, the teacher shall be placed in the same position or a similar position for which the teacher is certified and qualified. The teacher on leave shall not advance on the salary schedule and is subject to the current RIF policy.
 - 3. Request for reinstatement must be made by March 15.

Other Agreements:

Teachers will advance one step on the salary schedule. (7.13.17)

The Salary Schedule shall extend to thirty-one (31) salary steps. (7.13.17)

A loyalty stipend of \$250.00 shall be paid for all teachers returning to employment in the Newkirk School District for the 2017-2018 school year. (7.13.17)

The school district will consider the payment of up to a \$250.00 holiday stipend to all certified employees. (7.13.17)

The school district will add National Board Teacher Compensation lane to the salary schedule.

**Memorandum of Agreement between
Newkirk Public Schools and
Newkirk Oklahoma Education Association**

In order to meet the requirements set forth by the legislature in SB 2033 regarding the Teacher and Leader Effectiveness Evaluation System (TLE), Newkirk Public Schools and Newkirk Oklahoma Education Association agree to pilot the Tulsa Observation and Evaluation System during the 2012-13 school year.

Press Release:

Joint press releases will be the exclusive device for public information dissemination concerning negotiations during the negotiations process or formal grievances. All releases will be composed and approved by the chief negotiators. Such releases shall be made only with the signed approval of both chief negotiators. The term "press release" shall mean material given in advance to the newspaper, television, or radio for publication or broadcast at a later date.