

MASTER CONTRACT

BETWEEN

PAWHUSKA BOARD OF EDUCATION

AND

**PAWHUSKA EDUCATION
ASSOCIATION**

CONTRACT YEAR
2017-2018

Table of Contents

Procedural Agreement		
Section 1 -	Purpose.....	3
Section 2 -	Recognition.....	3
Section 3 -	Scope of Bargaining.....	3
Section 4 -	Negotiations Procedures.....	4
Section 5 -	Impasse.....	5
Section 6 -	Strike Clause.....	6
Section 7 -	Savings Clause.....	6
Section 8 -	Duration of Agreement.....	7
ARTICLE I Conditions of Employment		
Section 1 -	Reduction-In-Force Certified Personnel.....	8
Section 2 -	Definitions.....	8
Section 3 -	Procedures.....	8
Section 4 -	Teacher Work Year.....	10
Section 5 -	Teacher Work Day.....	10
Section 6 -	School Calendar.....	10
Section 7 -	Working Environment.....	11
Section 8 -	Duty Free Lunch.....	11
Section 9 -	Transfer.....	11
Section 10 -	Teacher Preparation Time.....	11
Section 11 -	Notice of Vacancies.....	12
ARTICLE II Leave Provisions		
Section 1 -	Sick Leave Certified Personnel.....	12
Section 2 -	Excess Sick Leave	12
Section 3 -	Sick Leave Sharing Program.....	13
Section 4 -	Emergency Leave.....	13
Section 5 -	Bereavement Leave.....	13
Section 6 -	Personal Business Leave.....	14
Section 7 -	Sick Leave Statement	15
ARTICLE III Evaluation of Teachers		
Section 1 -	Teacher Evaluation.....	15
ARTICLE IV Association Activities		
Section 1 -	Professional Development Committee Membership.....	16
Section 2 -	Mentor Teacher Selection.....	17
Section 3 -	Association Privileges.....	17
ARTICLE V Compensation		
Section 1 -	Attendance Payment.....	17
Section 2 -	Flexible Benefit Allowance.....	17
Section 3 -	2016-2017 Salary Schedule.....	17
Section 4 -	National Board Certification.....	18
Section 5 -	Negotiated Agreement 2016-2017.....	18
ARTICLE VI Employee Grievance Procedures		

Section 1 -	Definitions.....	22
Section 2 -	Procedure for filing a Grievance.....	22
Section 3 -	General Provisions.....	23
	General Contract	
	Savings Clause.....	25
	Duration of Agreement.....	25
	Standards of Performance and Conduct for Teachers.....	26

Procedural Agreement
Between
The Pawhuska Education Association
And
The Pawhuska Board of Education

Procedural Agreement

1. Purpose:

1.1. The Pawhuska Board of Education and the Pawhuska Education Association recognize the need for an orderly process of communication for administering employer/employee relations which conform with Oklahoma Statutes, O.S. 70-509.1 through O.S. 70-509.10 as amended.

2. Recognition:

2.1. This Agreement is made and entered into by and between the Pawhuska Education Association hereinafter termed the “Association,” and the Board of Education of the Pawhuska Public Schools, hereinafter termed the “Board.”

2.2. The Board hereby recognizes the Association as the exclusive bargaining representative for the bargaining unit consisting of all employees who are required by the position in which they are employed to be licensed or certified as teachers and who do not hold supervisory authority with respect to other teachers of the Pawhuska Public Schools. The Board agrees not to recognize any other employee organization as the representative of the bargaining unit shall negotiate with the Board except through their duly recognized bargaining representative in official negotiations sessions.

2.3. The Board and/or the Association shall not discriminate against persons for the exercise or non-exercise of rights under O.S. 70-509 et seq.

3. Scope of Bargaining:

- 3.1. The Board and Association agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment.
- 3.2. The Board retains and reserves unto itself without limitations, rights and authority conferred upon and vested in it by State and Federal law, including the right to make policy, rules and regulations which are not contradictory with the negotiated Agreement.
- 3.3. There shall be no negotiations on inherent managerial responsibilities including but not limited to the functions and programs of the District, the establishment of the District's budget, the organizational structure of the schools and the selection of personnel.

4. Negotiations Procedures:

4.1. Negotiations Teams

- 4.1.1. The Board and the Association shall exchange in writing, at the first negotiation session, the names of not more than five (5) persons who shall serve as their representatives for negotiations pursuant to the provisions of this agreement. Each party shall also designate the person on its team who will serve as spokesperson. Each team may also designate up to three (3) alternates who may attend meetings in the place of regular team members. Neither party shall attempt to exert influence over the other party's selection of representatives.

4.2. Opening Negotiations

- 4.2.1. Between May 1 and May 31 of each ensuing year, either the Association of the Board shall submit a written request for negotiations to commence to the other party; it desires there be negotiations for that year.
- 4.2.2. The first negotiations session shall occur on a mutually agreeable date not more than thirty (30) days from the written request to open negotiations.
- 4.2.3. The Association shall submit all of its negotiations proposals at the first session. The Board shall submit, all of its' negotiations proposal at the second session. Subsequent proposals may only be submitted by mutual agreement of the parties.

4.3. Negotiations Session

- 4.3.1. Only members of the respective teams and consultants may be present during negotiations sessions. Other parties may be permitted to be present

on by mutual agreement of the parties. The spokesperson may designate any other person to speak.

- 4.3.2. No recording or official transcripts shall be made without the mutual consent of the parties.
- 4.3.3. Negotiations will only be conducted between the representatives of the parties and only in regular negotiations sessions at the times, dates, and places mutually agreed upon by the parties. The time, place, and agenda of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiation session.
- 4.3.4. Negotiations sessions shall be scheduled at times which will not interfere with the teacher work day and the educational programs of the District.
- 4.3.5. Either party is free to caucus at any time.

4.4. Tentative Agreement

- 4.4.1. Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals and counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.
- 4.4.2. When tentative agreement is reached on any item, it shall be reduced to writing and signed and dated by the spokesperson of each team. When tentative agreement is reached on all items, they shall be submitted first by the Association to the bargaining unit for ratification and then by the Superintendent to the Board for ratification.

5. Impasse

- 5.1. If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time following the initial negotiation session, either party may declare an impasse, or, by mutual agreement of the parties, the date for declaring impasse may be extended the first day of school.
- 5.2. Within two (2) days of such declaration, the parties may be agreement, request the services of the Federal Mediation process was not utilized, the unresolved items shall be submitted to fact finding as follows:
 - 5.2.1. A fact finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the Board, and one (1) member shall be selected by the Association, within five (5) days. The third member shall be selected by the first two (2) members within fifteen (15) days as follows. The parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a potential list of fact finders from the State Superintendent. If no name on the list is agreeable to both parties, a coin

toss shall occur with the party winning the toss having the right to strike a name from the list. The parties will continue alternately striking names from the list until only one name remains. The person whose name remains on the list will serve as the chairperson of the fact finding committee.

- 5.2.2. The committee shall meet with the Board's and Association's representatives for the purpose of fact finding.
- 5.2.3. Within five (5) days after the selection of the chairperson, the representatives shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiation team.
- 5.2.4. The cost of the services of the fact finding committee, including per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the representative selected by the Board, the Association shall assume the expenses of the representative selected by the Association and the expenses of the third member shall be shared equally by the Board and Association.
- 5.2.5. The fact finding committee shall have the authority to establish procedural rules, conduct investigations, and hold hearing during which each party shall be given an opportunity to present its case with supporting evidence.
- 5.2.6. All hearings of the fact finding committee shall be conducted in closed session.
- 5.2.7. The chairperson shall convene the committee for fact finding. The committee shall meet with the representatives of both parties and, within twenty (20) days after the fact finding meeting shall present its written recommendation to the Board and Association. The report shall set forth findings of fact and recommendations on the issues submitted.
- 5.2.8. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify the differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements, as provided by this section, either party may discontinue such effort.
- 5.2.9. The Board shall file a copy of the fact finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve difference is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and such agreement shall be forwarded to the State Superintendent of Public Instruction. If the effort to

resolve differences is unsuccessful, the Board shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

6. Strike Clause

6.1. The procedure provided herein for resolving impasse shall be the exclusive recourse of the Association. It shall be illegal for the bargaining unit to strike or threaten to strike as a means of resolving differences with the Board. Any member of the bargaining unit engaging in a strike shall be denied the full amount of his wages during the period of such violation. If the Association or its members engage in a strike, then the Association shall cease to be recognized as representative of the bargaining unit and the District shall be relieved of the duty to negotiate with the Association or its representatives for the duration of the strike.

7. Saving Clause

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

8. Duration of Agreement

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

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

Adopted March 6, 1997

/s/

PRESIDENT, PAWHUSKA
BOARD OF EDUCATION

/s/

PRESIDENT, PAWHUSKA
EDUCATION ASSOCIATION

ARTICLE I – Conditions of Employment

Section 1 - Reduction-In-Force Certificated Personnel

The Pawhuska Public Schools exist for the promotion of the educational program and the welfare of the boys and girls in the district and not to provide employment for individuals. Therefore, the Pawhuska Board of Education will determine the programs and staff that can best serve the needs of students.

Every effort shall be made to avoid a reduction in force at any level. In the event it becomes necessary to reduce the number of certified/licensed personnel because of a decrease or projected decrease in student enrollment, consolidation or elimination of programs or curriculum, and/or existing or projected decrease in revenue, the board shall follow the procedure listed below.

Section 2 - Definitions

Teacher means a duly certified or licensed person who is employed as a counselor, librarian or school nurse or in any instructional capacity. An administrator shall be considered a teacher only with regard to service in an instructional, non-administrative capacity.

Probationary teacher shall be defined as set forth in current state law.

Career teacher shall be defined as set forth in current state law.

Section 3 - Procedure

1. The board shall make the decision on the positions or programs to be eliminated. The positions or programs to be eliminated shall be the determining factor, not the individuals occupying the positions or serving the programs.
2. Every effort will be made to establish the necessary reduction first by attrition and transfer.
3. Opportunity will be given for voluntary termination or retirement or, if decrease in revenue causes the need for reduction, some decrease in extra duty pay may be made.
4. When the above do not meet reduction needs, the order of termination will be as follows:
 - A. A licensed teacher in an eliminated position will be eliminated first.
 - B. A probationary certified teacher in an eliminated position will be terminated second. However, if a probationary certified teacher is certified at the time of the reduction for a position held by a licensed teacher, the probationary teacher will be reassigned to that position, and the licensed teacher will be terminated.
 - C. A career teacher provisionally certified teacher in an eliminated position will be terminated third. However, if a career provisionally certified teacher is qualified at the time of the reduction for a position held by a licensed or probationary teacher, the career provisionally certified teacher will be reassigned to that position and the licensed or probationary teacher will be terminated.
5. A career teacher in an eliminated position will be placed in a retained position in which the teacher is, at the time of the recommendation to reduce force, certified by standard certification, provided the position is occupied by a probationary or licensed teacher. The licensed or probationary teacher will then be terminated.
6. If a career teacher is qualified for standard certification in a position held by a probationary or licensed teacher but does not have such a certificate, then such career teacher must have evidence of eligibility for such certificate on file in a personnel file in the office of the superintendent at the time of the recommendation to reduce force.
7. Probationary or licensed teachers shall be retained when a career teacher's position is eliminated only if the career teacher is not qualified for certification in a position being retained.
8. If there is more than one teacher assigned to a like position that is subject to being eliminated, the following criteria, in this order, will be used to determine which of the career teachers will be retained:
 - A. Certification is a teaching position, which is open. A career teacher with standard certification for the retained position will be retained over a career teacher with provisional certification, and a teacher with provisional

certification will be retained over a teacher with temporary certification or a license.

B. If certification is the same according to the above criteria, the determining factors in rank order are:

1. Teaching experience in the district
2. Seniority, total years teaching experience
3. Academic degrees, Doctor's first, Master's second, then Bachelor's
4. Number of areas of certification
5. Number of areas of endorsement
6. Holding of National Teacher Standards Board Certification
7. Staff Development points from workshops or college hours
8. Recommendations of principal and/or superintendent

Note:

9. If there is more than one probationary teacher or more than one licensed teacher in a position being reduced, the criteria listed in 8B, above, will be used in determining which probationary teacher or licensed teacher will be retained.
10. The Board of Education shall retain the authority to make assignments for reduction in force purpose. The board shall retain final authority in all matters pertaining to reduction in force.
11. Career teachers whose employment is terminated under the provisions of this policy shall be recalled for reemployment to fill subsequent vacancies in positions for which they have standard certification. Such reemployment shall be in reverse order of termination according to the provisions of this policy. After a period of two years, personnel terminated under the provision of this policy shall have no preference over other applicants.
12. Teachers will not be terminated under the provisions of this policy while under current contract.
13. Teachers employed by the Pawhuska school district who are serving in teaching positions funded by federal or state categorical grants are protected by the provisions of the reductions in force policy.
14. The board shall inform terminated teachers in writing as to the cause for the vote to non-renew. Such notice will be by certified mail, restricted delivery, return receipt requested.

Revised August 6, 2001

Reinstated 2013-2014

Revised July 12, 2017

Section 4 - Teacher Work Year

For the 2017-18 contract year, the regular work year for teachers shall consist of one hundred seventy (170) days. One hundred sixty-five (165) of those days shall be teaching days and five (5) shall be professional days. Teachers may be assigned to work additional days as specified in their individual employment contract.

Teachers new to the District shall report for one (1) additional in-service workday immediately prior to the beginning of the one hundred seventy (170) contract year.

Teachers shall check out at their convenience on the first week-day following the last day of the contract year.

Revised June 2015

Revised June 2016

Section 5 - Teacher Work Day

Providing that assigned duties and professional responsibilities related to the proper functioning of the schools do not require otherwise, teacher's work day shall be 7 hours and 30 minutes.

Revised June 2015

Revised June 2016

Section 6 - School Calendar

In January, the Superintendent of Schools will meet with a minimum of three PEA representatives (the PEA President, one elementary teacher and one secondary teacher) to receive input regarding the construction of the school calendar. After reviewing data from teachers, administrators and interested school patrons, the Superintendent will prepare alternative calendars for the Board's review and approval. **Added July, 2017**

Section & - Working Environment

The District acknowledges its obligation to provide and maintain a safe and healthful working environment. Teachers are encouraged to notify the building principal in writing of any suspected unsafe condition.

Section 8 - Duty Free Lunch

At the beginning of each school year, the principal, after receiving input from the teachers, shall establish duty schedule(s). Said schedule(s) shall assign duties to teachers on a rotating and equitable basis. After all duty assignments are made to insure proper

functioning of the school, teachers shall be provided **at least twenty (20) minutes duty free lunch time** each day.

Added 98-99

Revised August 6, 2001

Section 9 - Transfer

1. Teachers may request a transfer by notifying the Superintendent of Schools, in writing, when a vacancy is posted. Requests for transfer must be received within three (3) days from the date the vacancy was posted. All qualified teachers requesting a transfer shall be considered by the Superintendent or his/her designee.
2. If it becomes necessary to administratively transfer or reassign a teacher, the teacher will be contacted to discuss the situation and afford the individual the opportunity to give reasons, if any, why the transfer or reassignment should not take place. The teacher will be notified as soon as possible after the decision is made. When an administrative transfer is deemed necessary, the administration will consider the educational needs of the students and determine the site, grade level or subject area where the transfer, can best be made. When selecting a teacher for an administrator initiated transfer, attempts will be made to facilitate the transfer with a qualified voluntary transfer first.
3. If an administrative transfer is necessary for reasons that are not specific to any individual teacher, and there is no available certified and qualified volunteer for the transfer, the least senior certified and qualified teacher available (in the building) will be selected for transfer.

(2002-2003)

Section 10 - Teacher Preparation Time

1. Classroom teacher in grades seven (7) through twelve (12) shall be scheduled for preparation time of one (1) class period each day.
2. Classroom teachers in grades kindergarten (K) through six (6) shall be scheduled for a minimum of two hundred (200) minutes of preparation time each five day week.
3. Teachers may be required to forgo scheduled preparation time to accept responsibilities related to the proper functioning of the school.

Section 11 – Notice of Vacancies

1. During the school year, notice of vacancies for the certified positions within the District shall be posted at each school site and the central administrative office after the vacancy has been determined to exist. During the summer months, notice of vacancies will be posted at the central administrative office.

2. Whenever possible, a vacancy will not be filled until the position has been posted for at least seventy-two (72) hours.

ARTICLE II – Leave Provisions

Section 1 - Sick Leave Certified Personnel

The Pawhuska Board of Education shall provide sick leave benefits to all certified personnel in order to promote a sense of security and permit an ease of mind that is essential to satisfactory performance of personnel service. The following provisions are set forth for administering the policy.

1. The Superintendent or designee shall administer the plan.
2. Teachers may be absent from duty because of personal accidental injury, illness or pregnancy, injury, or accidental injury or illness in the immediate family; or illness of an individual living in the same house with the teacher without loss of salary not to exceed ten days each school year. The right to sick leave shall be vested at the beginning of each school year. Certified employees who have an eleven-month contract shall receive eleven sick leave days per year and those who have a twelve month contract shall receive twelve days.
3. Unused sick leave shall be cumulative to a total of sixty (60) days and is transferable to any other school district in Oklahoma. Up to a maximum of sixty (60) days of sick leave earned in another Oklahoma district may be transferred to this district. Sick leave so transferred must be certified by the sending district.
4. Any teacher absent for more than one-half day will be charged with that absence even though a substitute may not be employed to take the teacher's place.
5. Any employee who attempts to take unfair advantage of sick leave benefits shall be subject to dismissal or other disciplinary action as provided by contract and/or state law. Any employee may be required to submit a physician's statement concerning the cause of the employee's absence in order to qualify for sick leave benefits.
6. In the event of physical or mental incapacity of any teacher, the Superintendent may require a statement by a qualified physician as to the teacher's fitness to continue to teach or return to the classroom.
7. When a teacher's accrued sick leave is exhausted and the teacher is absent due to personal accidental injury, illness, or pregnancy, the teacher shall receive full salary less the amount necessary to pay a substitute teacher for a maximum of 20 days, whether or not a substitute is hired.
8. After an employee has exhausted all sick leave, personal leave, and vacation time, the employee may be eligible for up to 12 work weeks of unpaid leave under the family leave policy.

9. School district employees may use sick leave benefits along with workers compensation benefits to the extent allowed by state law. In general, when sick leave is used along with workers compensation benefits, only the amount of sick leave may be used which, when combined with worker's compensation benefits, will provide a combined daily benefit equal to the employee's daily rate of pay.
10. Two (2) days of accumulated sick leave may be taken for bereavement leave. (June 2015)

The term "immediate family" is defined as those close family members such as a spouse or children residing within the same household as the employee. Sick leave may also be taken for the life-threatening illness of non-dependent children, mother, father, sister, brother, grandparents, mother-in-law, or father-in-law.

Revised June 18, 2003

Section 2 – Excess Sick Leave

The board will maintain an ongoing record of unused sick leave days each teacher had at the end of the contractual work year that exceeded the district's allowable maximum accumulation of unused sick leave. Upon receipt of a written notification from the teacher of his/her intent to retire, the district shall transmit to the Oklahoma Teacher's Retirement System (OTRS) the total number of sick leave days accumulated by the teacher which shall include both the number of sick leave days available for use by the teacher and those days recorded as being in excess of the district's maximum allowable accumulation at the end of the teacher's contractual work year.

Added July, 2017

Section 3 - Sick Leave Sharing Program

When a certified staff member applies for and is granted retirement benefits from the Oklahoma Teacher Retirement System, that teacher may donate any unredeemed sick leave days earned in the Pawhuska School System to a sick leave bank established by the District. Banked days will be made available for use through the district's existing sick leave sharing program.

Added June 18, 2003

Section 4 - Emergency Leave

The Pawhuska Board of Education shall provide not more than three days of emergency leave per year. These days shall not be chargeable to sick leave and will be non-cumulative. The term emergency should be constructed to mean a situation or an occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate attention, emergency leave will be approved by the principal and

superintendent. A teacher shall have deducted from his/her salary the amount necessary to pay a certified substitute teacher for each day of emergency missed.

Section 5 - Bereavement Leave

The Pawhuska Board of Education shall provide not more than three days each year for bereavement leave per occurrence for death of any of the following: parent, sibling, child, spouse, grandparent, mother-in-law, father-in-law, sister-in-law, aunts uncles, cousins, or anyone living in the immediate household. Such leave must be approved by the building principal and superintendent. Additional bereavement leave may be granted upon the recommendation of the superintendent.

Section 6 - Personal Business Leave

The Pawhuska Board of Education shall provide for five (5) days of personal business leave to teachers. Three (3) of the five (5) days shall be subject to salary deductions in the amount actually or normally paid a certified substitute for each day of personal business leave utilized. Two (2) days will be at no cost to the teacher. Personal Business Leave shall be limited to personal business matters that cannot be conducted before or after school hours or on weekends, school holidays, or breaks during the teacher's contractual work year. Two (2) of the five days may be utilized for other than personal business reasons and shall be subject to a salary deduction in the amount actually or normally paid a certified substitute for the day utilized. Personal business leave is non-cumulative. If a teacher does not utilize the Personal Business days provided by the school, those unused day(s) will be added to the teacher's accumulated sick leave at the end of the contract year. (2012-2013)

Revised for the 2007-2008 contractual year

Revised June 2015

Requests for personal business leave shall be made in writing and in advance when possible. If the request is not possible to be submitted in advance, the written request shall be filed within one (1) day after returning to work. The request shall include a signed statement that the leave was not used for personal entertainment, recreation, gainful employment, or to seek another position. The request shall be considered by the principal and superintendent who shall approve or disapprove. Personal business leave will be approved to be taken during the first or last week of the teacher's contractual work year or on the day immediately preceding or following a school holiday only for personal business matters that cannot be conducted at any other time or for the reasons listed below as examples of the types of situations that may qualify for personal business leave.

The types of situations that may qualify for personal business leave are varied. The following examples serve only as guidelines.

1. Family illness other than immediate family.

2. Emergency business transactions
 - A. Loan closing
 - B. Other banking matters
 - C. IRA reviews

3. Legal matters
 - A. Meeting with an attorney for personal, spouse, or children business
 - B. Court appearances
 - C. Settling of estates

4. Miscellaneous
 - A. Attend business convention with spouse or parent
 - B. Military obligation
 - C. Attendance at a school activity if son or daughter is participating
 - D. Attending Funerals

The following examples are types of absences that are not approved for personal business leave:

1. Pleasure trips or vacations
2. Attending school activities or sporting events when son or daughter is not competing
3. Seeking other employment
4. Participating in political or social activities
5. Performing any service for compensation

Section 7 - Sick Leave Statement

Once each year, employees will receive a statement stating their sick and personal business leave accumulations.

ARTICLE III – Evaluation of Teachers

Section 1 - Teacher Evaluation

1. Evaluations of teachers shall be based upon the Tulsa Teacher and Leader Effectiveness Model (TLE).
2. All teachers will be formally evaluated at least once during each school year by April 1st except for career teachers receiving a “superior” or “highly effective” rating under the TLE who may be evaluated once every two year. All probationary teachers will receive formative feedback from the evaluation process at least twice during each school year, once prior to November 30th and once prior to April 1st.
3. All teachers will be evaluated by administrative personnel who have participated in the required training of the State Department of Education.

4. All classroom evaluations will be made in writing on the forms required by the TLE attached as appendix to this agreement.
5. A copy of the formal written evaluation shall be given to the teacher at a conference held between the teacher and the evaluating administrator. The teacher shall acknowledge receipt of the evaluation by placing his/her signature thereon.
6. The teacher may, within **two (2) weeks** of the evaluation conference, respond to the evaluation in writing and said response will be attached to the formal evaluation.

(2012-2013)

ARTICLE IV – Association Activities

Section 1 - Professional Development Committee Membership

Teachers staff development committee member selection:

- A. Teachers shall be notified by the administration of the opportunity to be considered for appointment to the district staff development committee.
- B. Interested teachers shall have five (5) working days from notification to inform their principals or designees in writing of their interest in appointment to the districts staff development committee.
- C. The superintendent or designee shall select teachers from those teachers who have indicated interest and willingness to be appointed to committee.
- D. At least two (2) teachers shall be selected from each site.
- E. Every four (4) years, at least one (1) member shall be a district school counselor.
- F. Teachers shall vote by secret ballot on the entire list of teachers selected by the superintendent or designee. A majority of the teachers voting shall be required for approval.
- G. In the event the teachers selected by the designated administrator are not approved by a majority of the district teachers voting, the process shall be repeated.

Added July 12, 2005

Section 2 - Mentor Teacher Selection

- A. Within five (5) work days of the first (1st) work day of a resident teacher, the principal of the building to which the resident teacher is assigned shall notify all teachers in the building of the need for a mentor teacher and the certification the resident teacher is seeking.
- B. Interested teachers have five (5) work days from the date of notification of the need for a mentor teacher to volunteer in writing to be considered for appointment.
- C. Upon compilation of a list of volunteers to serve as a mentor teacher or the lack of volunteers, the principal shall share the list or lack of volunteers with the

- president of the Pawhuska education Association who shall have up to five (5) work days to provide input.
- D. Mentor teachers shall have a minimum of two (2) years of classroom teaching experience as a certified teacher.
 - E. When possible, a mentor teacher shall have successfully completed a mentor teacher professional development institute.
 - F. When possible, a mentor teacher shall be assigned to the same school site as the resident teacher.
 - G. When possible, mentor teacher shall be certified in the certification area the resident teacher is seeking.
 - H. In the event no qualified teacher volunteers to serve as a mentor teacher, the building principal shall appoint a mentor teacher.

Added July 12, 2005

Section 2 - Association Privileges

- 1. The Association may arrange for the use of school facilities for Association meetings upon approval of the building principal.
- 2. The district agrees to allow the Association to use district reproduction equipment. Such use shall occur after the work day and the Association will provide the paper.
- 3. The district and Association shall share equally the expenses of reproducing the collective bargaining agreement and distributing it to certified personnel.

ARTICLE V – Compensation

Section 1 - Attendance Payment

The Board will make an attendance payment no later than June 30th to each teacher who qualifies according to payment schedule below. The attendance payment will be calculated by determining the teacher’s number of contracted work days less absences due to usage of sick leave. Payments will only be available to certified personnel who have accrued 60 sick leave days in the Pawhuska School District. Days transferred from other school districts do not qualify.

Days in Attendance	Payment Amount
170	\$ 300
169	\$ 270
168	\$ 240

167	\$ 210
166	\$ 180
165	\$ 150
164	\$ 120
163	\$ 90
162	\$ 60
161	\$ 30

August 6, 2001

Revised June 2015

Section 2 - Flexible Benefit Allowance (2004-2005)

The District will implement the FBA as required by state law.

Section 3 - 2017-18 Salary Schedule

Each eligible teacher shall advance one step on the teacher’s salary schedule. In addition to the defined benefits set forth in the 2017-2018 Salary Schedules, each full-time certified staff member with 36 or more years of qualified teaching experience shall receive a one-time longevity stipend of \$332.00. It is agreed by the Board and the Association that this one-time longevity stipend paid during the 2017-2018 school year is not to be considered in the definition of “salary level” or “benefits” under any statute of the State of Oklahoma or under the Collective Bargaining Agreement with the Pawhuska Education Association.

Section 4 - National Board Certification

Beginning with the 2013-2014 school years, teachers who attain National Board Certification after June 30, 2013, if eligible, shall receive in salary and/or benefits not less than the amounts specified in the 2017-18 State Minimum Salary Schedule.

Section 5 - Negotiated Agreement 2017-2018

The parties shall continue all provisions of the 2015-16 Negotiated Agreement not modified or discontinued as a result of 2017-2018 negotiations. The parties agree to mutually cooperate to prepare the 2017-2018 Collective Bargaining Agreement after it is ratified by the Association and the Board of Education. The completed agreement will be made available to the Association through electronic communication, and placed on the district web site.

PAWHUSKA PUBLIC SCHOOLS

APPLICATION FOR PLACEMENT ON CAREER SALARY SCHEDULE

ON OR BEFORE AUGUST 15

NAME _____

Circle the correct salary level:

Bachelors plus 12 Master Masters Plus 1 Masters 30 Doctorates

YOU MUST ATTACH AN OFFICIAL TRANSCRIPT FROM THE GRANTING INSTITUTION (S) FOR ALL COLLEGE HOURS THAT ARE APPLICABLE TO THIS SCHEDULE IN ORDER TO COMPLETE THIS APPLICATION.

Teacher's Signature

Date

Approved

Title

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

Extra Duty
Schedule 2017-2018

Pawhuska Public Schools

Position	Employee	Stipend
Academic		
Band	\$4,000.00	
Asst. Band/color guard		\$1,000.00
Secondary Vocal		\$2,300.00
Elem. Music	\$400.00	
Competitive speech		\$2100 if added
Year Book	\$1,500.00	
HS Academic Bowl		\$500.00
JH Quiz Bowl	\$300.00	did not do in 16-17
Senior Class	\$300.00	
Student Council		\$600.00
Alternative director		\$600.00
JH Math Counts		\$300.00
NHS Sponsor	\$500.00	
Fall Sports		
		4 sports

Positions	Stipend	Notes
Cheerleading		
Varsity Cheer	\$1,300.00	
Varsity Asst Cheer	\$500.00	
JH Cheer	\$750.00	
JH Asst Cheer	\$375.00	
Cheer trainer	\$500.00	moved money 16-17
Softball		
Varsity Head	\$3,200.00	
Asst. Varsity	\$1,222.00	
Head JH	\$1,400.00	
JH Asst.	\$600.00	

Football	
Varsity Head FB	\$5,941.00
Asst. Varsity FB	\$2,600.00
Asst. Varsity FB	\$2,221.00
Asst. Varsity FB	\$2,221.00
Asst. Varsity FB	\$2,221.00

Positions	Football changed in the 16-17 year.	Stipend	Notes
Head JH FB	\$1,100.00		
Asst JH FB	\$700.00		
Asst JH FB	\$700.00		
Asst JH FB	\$700.00		

Cross Country	Boys and Girls
Varsity Head CC	\$1,300.00

Winter Sports 3 sports

Basketball	
Head Boys Varsity BB	\$5,725.00
Asst. Boys Varsity BB	\$2,200.00

8th grade head Boys BB	\$1,000.00
7th grade head Boys BB	\$1,000.00

Head Girls Varsity BB	\$5,725.00
Asst. Girls Varsity BB	\$2,200.00

8th grade girls BB	\$1,000.00
7th grade girls BB	\$0.00
	\$1,000.00

Wrestling	
Varsity Head Wrestling	\$5,600.00
Asst. Varsity Wrestling	\$2,200.00

JH Head Wrestling \$1,900.00

Spring Sports Positions	5 Sports Stipend
Track - Boys & Girls	
Head Varsity Track	\$5,600.00
Asst. Coach Track	\$0.00
	\$1,300.00
Asst. Coach Track	\$1,300.00
Asst. Coach Track	\$1,300.00
JH Head Boys Track	\$1,000.00
JH Head Girls Track	\$0.00
	\$1,000.00

Baseball	
Varsity Head Baseball	\$3,200.00
Asst. Varsity Baseball	\$1,222.00
JH Head Baseball	\$1,400.00
JH Asst. Baseball	\$600.00

Tennis - Boys & Girls	
Varsity Tennis	\$1,300.00

Golf - Boys & Girls	
Varsity Golf	\$1,300.00

Soccer	
Varsity Head Soccer	\$2,000.00
Lay Asst.	n/c
Lay Asst.	n/c

ARTICLE IV - Employee Grievance Procedures

Section 1 - Definitions

- B. A grievance is a complaint by a teacher(s) that there has been a violation, misinterpretation or misapplication of the provisions of the negotiated agreement.
- C. The term “grievant” shall mean the person/persons make the complaint.
- D. The term “days” shall mean working days of the teacher. Outside of the contract year of the teacher, “days” shall mean working days of the supervisor involved at the level that the grievance is being processed.
- E. Parties of Interest: A party of interest is the person or persons making the complaint, any person required to take action on the complaint or any person against whom any action might be taken to resolve the complaint.

Section 2 - Procedure for filing a Grievance

- B. Informal Resolution:
 - 1. A teacher with a grievance may first discuss it individually with the immediate supervisor within fifteen (15) days of the alleged violation, indicating the article and section alleged to be violated, with the objective of resolving the matter informally. No written record will be made.
 - 2. Any teacher who does not wish to utilize the informal resolution procedure or whose grievance was not resolved in the informal discussion may file a written grievance with his or her immediate supervisor within fifteen (15) days after the informal discussion of alleged violation.
- C. Formal Resolution:
 - Level I:
 - a. The grievant shall submit a written grievance to his/her immediate supervisor within fifteen (15) days of the alleged violation with the citation of the specific article section and paragraph of the negotiated agreement alleged to have been violated and the specific remedy sought.
 - b. The immediate supervisor shall schedule and hold a meeting within ten (10) working days after receipt of the written grievance. Persons present at the meeting will be the grievant if so desires a representative of his or her own choosing, and if the immediate supervisor so desires, a person of his/her own choosing.

- c. The immediate supervisor will transmit his/her written decision with reason within five (5) days after the Level I meeting to the grievant.

Level II:

- d. If the grievant is not satisfied with the Level I decision, he/she may submit a written appeal of the grievance to the Superintendent within five (5) days after receipt of the Level I decision. A copy of the original grievance and Level I response shall be filed with the appeal.
- e. The Superintendent, or his/her designee, who shall act as a hearing officer, shall schedule and hold a hearing within ten (10) days after receipt of the appeal. Persons present at this hearing shall be the grievant, a representative of his or her choosing and witness and other parties of interest.
 - 1. If the Association is not the representative of the grievant, an Association representative shall have the right to be present at the hearing and shall be permitted to present the Association's view with respect to the grievance prior to the conclusion of the hearing.
- f. Within five (5) days after the hearing, the Superintendent or his/her designee, shall transmit his/her decision in writing with reasons therefore to the grievant and the grievant's immediate supervisor.

Level III:

- g. If the grievant is not satisfied with the decision rendered at Level II, he/she may submit a written appeal to the Board of Education within five (5) days after the receipt of the Level II decision. The written appeal shall be a specific statement of the basis for the appeal. A copy of the appeal shall be submitted to the person who acted as the Hearing Officer at the Level II hearing.
- h. The Board will hear the grievance the next regular meeting or within thirty (30) calendar days. The Board hearing shall be conducted so as to accord due process to all parties involved in the grievance such as written notice of the specific charge, right to counsel, right to present witnesses, right to cross examine, and to present written statements. The decision of the board shall be by a majority of the members.
- i. The Board of Education shall respond to the grievance within thirty (30) days.

Section 3 - General Provisions

- A. If meetings and hearing involving the grievance are held during the grievant regular hours of assignment, all persons who are eligible to participate in the meeting or hearing will be released from his/her duties for that time and will not suffer loss of pay.
- B. No reprisals of any kind will be taken by any party of interest because of his/her participation in any grievance process.
- C. The grievant shall have the sole responsibility for pursuing the grievance through all levels within the time limits specified in the procedures.
- D. Failure at any level of this procedure to file at the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
- E. Failure at any level of this procedure to respond to the grievant within the specified time limits shall permit the grievant to appeal to the next level.
- F. Time limits at any level may be extended by mutual agreement, and such agreement shall be reduced to writing and placed in the record for that Grievance.
- G. All meetings and hearings, with the exception of the appeal to the Board of Education, under this procedure shall not be conducted in public and shall include only parties of interest and their selected representatives.

General Contract

Savings Clause

Should any part of this agreement be contradicted or declared invalid by a court of competent jurisdiction, state or federal statute, or attorney general opinion, said part shall be severed from the Agreement, and all other provisions of the Agreement shall remain in full force and effect.

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 (Appendix A).

THIS DOCUMENT REPRESENTS THE FULL AND COMPLETE AGREEMENT ENTERED INTO BY THE BOARD AND THE ASSOCIATION.

August _____, 2017

/s/ _____
President, Pawhuska Board of
Education

/s/ _____
President, Pawhuska Education
Association

Policy DBCA

STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS

Teachers are charged with the education of the youth of this state. In order to perform effectively, teachers must demonstrate a belief in the worth and dignity of each human being, recognizing the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles.

In recognition of the magnitude of the responsibility inherent in the teaching process and by virtue of the desire for the respect and confidence of their colleagues, students, parent, and the community, teachers are to be guided in their conduct by their commitment to their students and their profession.

PRINCIPLE I

COMMITMENT TO THE STUDENTS

The teacher must strive to help each student realize his or her potential as a worthy and effective member of society. The teacher must work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the teacher:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.

3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly
 - A. Exclude any student from participation in any program.
 - B. Deny benefits to any students.
 - C. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by law or is required by law.

PRINCIPLE II

COMMITMENT TO THE PROFESSION

The teaching profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In order to assure that the quality of the services of the teaching profession meets the expectations of the state and its citizens, the teacher shall exert every effort to raise professional standards, fulfill professional responsibilities with honor and integrity, promote a climate that encourages the exercise of professional judgment, achieve conditions which attract persons worthy of the trust to careers in education, and assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist an unqualified person in the unauthorized practice of the profession.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statement about a colleague.

8. Shall not accept gratuity, gift, or favor that might impair or appear to influence professional decision or actions.

PRINCIPLE III

1. Pursuant to the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:
 - A. Willful neglect of duty.
 - B. Repeated negligence in performance of duty.
 - C. Mental or physical abuse to a child.
 - D. Incompetency.
 - E. Instructional ineffectiveness.
 - F. Unsatisfactory teaching performance.
 - G. Any reason involving moral turpitude.

2. Pursuant to the Teacher Due Process Act, a probationary teacher may be dismissed or not reemployed for cause.
3. A teacher convicted of a felony shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued.
4. A teacher may be dismissed, refused employment, or not reemployed after a finding that such person engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties:
 - A. "Criminal sexual activity" means the commission of an act defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
 - B. "Sexual misconduct" means the soliciting or imposing criminal sexual activity (70 O.S. 6-101.22).

REFERENCE: 70 O.S. 6-101.21, ET SEQ.

Board Minutes dated March 3, 1993

NOTE: In accordance with the referenced statutes, a copy of these standards of performance and conduct will be provided to each teacher.

2017-2018 Salary Schedule							
Yrs	B	B+12	M	M+12	M+30	DR	Offset

0	3160 0	3210 0	3280 0	3310 0	3350 0	3400 0	60.15
1	3197 5	3247 5	3317 5	3347 5	3387 5	3437 5	103.41
2	3235 0	3285 0	3355 0	3385 0	3425 0	3475 0	145.65
3	3272 5	3322 5	3392 5	3422 5	3462 5	3512 5	189.00
4	3310 0	3360 0	3430 0	3460 0	3500 0	3550 0	233.33
5	3350 0	3400 0	3470 0	3500 0	3540 0	3590 0	278.76
6	3390 0	3440 0	3510 0	3540 0	3580 0	3630 0	325.26
7	3430 0	3480 0	3550 0	3580 0	3620 0	3670 0	372.82
8	3470 0	3520 0	3590 0	3620 0	3660 0	3710 0	421.44
9	3510 0	3560 0	3630 0	3660 0	3700 0	3750 0	471.12
10	3595 0	3645 0	3757 5	3787 5	3827 5	3962 5	521.87
11	3637 5	3687 5	3800 0	3830 0	3870 0	4005 0	573.67
12	3680 0	3730 0	3842 5	3872 5	3912 5	4047 5	626.54
13	3722 5	3772 5	3885 0	3915 0	3955 0	4090 0	680.48
14	3765 0	3815 0	3927 5	3957 5	3997 5	4132 5	735.47
15	3807 5	3857 5	3970 0	4000 0	4040 0	4175 0	791.53
16	3850 0	3900 0	4012 5	4042 5	4082 5	4217 5	848.65
17	3892 5	3942 5	4055 0	4085 0	4125 0	4260 0	906.83
18	3935 0	3985 0	4097 5	4127 5	4167 5	4302 5	966.07
19	3977 5	4027 5	4140 0	4170 0	4210 0	4345 0	1026.4 0
20	4020 0	4070 0	4182 5	4212 5	4252 5	4387 5	1087.8 0
21	4062 5	4112 5	4225 0	4255 0	4295 0	4430 0	1150.2 0

22	4105 0	4155 0	4267 5	4297 5	4337 5	4472 5	1213.7 0
23	4147 5	4197 5	4310 0	4340 0	4380 0	4515 0	1278.2 0
24	4190 0	4240 0	4352 5	4382 5	4422 5	4557 5	1343.9 0
25	4232 5	4282 5	4395 0	4425 0	4465 0	4600 0	1410.5 0
26	4265 7	4315 7	4428 2	4458 2	4498 2	4633 2	1410.5 0
27	4298 9	4348 9	4461 4	4491 4	4531 4	4666 4	1410.5 0
28	4332 1	4382 1	4494 6	4524 6	4564 6	4699 6	1410.5 0
29	4365 2	4415 3	4527 8	4557 8	4597 5	4732 8	1410.5 0
30	4398 5	4448 5	4561 0	4591 0	4631 0	4766 0	1410.5 0
31	4431 7	4481 7	4594 2	4624 2	4664 2	4799 2	1410.5 0
32	4464 9	4514 9	4627 4	4657 4	4697 4	4832 4	1410.5 0
33	4498 1	4548 1	4660 6	4690 6	4730 6	4865 6	1410.5 0
34	4531 3	4581 3	4693 8	4723 8	4763 8	4898 8	1410.5 0
35	4564 5	4614 5	4727 0	4757 0	4797 0	4932 0	1410.5 0
\$332.00 longevity after 35 years							