



CERTIFIED

NEGOTIATED CONTRACT

2021-2022

Moving Forward Toward Success

TABLE OF CONTENTS

2021-2022 CERTIFIED NEGOTIATED HANDBOOK

	Page
Ratification Signatures	1
Duration.....	2
I. Severability	2
Scope of Contract.....	2
II. Employment Provisions	2
A. Assignment	2
B. Change of Assignment.....	2
C. Supplemental Assignment.....	2
D. Reduction in Force	3
E. Professional Development	4
F. Standards of Conduct	4
G. Teacher Evaluation Procedures	5
III. Individual Rights	6
A. Grievance Procedure	6
B. Personnel File	8
C. Accumulated Leave Total.....	9
D. Right to Representation	9
IV. Association Rights/Privileges.....	9
A. Use of School Facilities	9
B. E.E.A. Presidential Release Time	9
C. Association Release Time.....	9
D. Communication between bargaining agent/the Board of Education....	10
V. Leave Provisions	10
A. Sick Leave.....	10
B. Personal Business Leave.....	11
C. Emergency Leave	12
D. Professional Development Leave.....	12
E. Educational Leave.....	12
F. Childbirth/Adoption Leave of Absence	12
G. Family and Medical Leave.....	13

H. Civic and Community Activities	13
I. Bereavement Leave	13
J. Occasional Leave.....	13
VI. Working Conditions	13
A. Planning Periods	13
B. Lunch Periods	14
C. Classroom Discipline.....	14
D. Parent-Teacher Conferences	14
E. Scope of Professional Responsibility	14
F. Calendar.....	14
G. Work Day	15
H. Inclement Weather	15
I. Certified Employee Health and Safety	15
J. Counselors.....	15
K. Librarians	15
VII. Fringe Benefits	16
A. Retirement Contribution	16
B. Health/Hospitalization Insurance	16
C. Sick Leave Reimbursement	16
D. Admission to School Events.....	16
E. Flexible Fringe Benefit	16
VIII. Compensation	16
A. Salary	16
B. Monthly Pay Warrants.....	17
C. Payroll Deductions	17
D. Administrator Assigned Duty Pay.....	17
E. Extra Duty Pay	18
F. Certified Compensation Schedule - Bachelors.....	19
G. Certified Compensation Schedule - Masters.....	20
H. Certified Compensation Schedule - Doctors	21
I. Certified Athletic Additional Duty Stipends	22
J. Certified Non-Athletic Additional Duty Stipends	24

APPENDICES

Appendix A..... Request for Personal Business Leave	27
Appendix B..... Formal Grievance Procedure Form	28
Appendix C..... Standards of Performance and Conduct for Teachers.....	31
Appendix D..... Catastrophic Leave Bank Donation Form	34
Appendix E..... Catastrophic Leave Bank Request Form	35
Appendix F Verification of Emergency Leave	36
Appendix G TLE Model Flowchart – Career & Probationary Teachers	37

CERTIFIED PROCEDURAL AGREEMENT	39
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ENID BOARD POLICY (Non-Negotiable)

DA.....Policy on Sexual Harassment.....	45
DAA-PGrievance Procedure For Filing, Processing and Resolving	48
Alleged Discrimination Complaints	

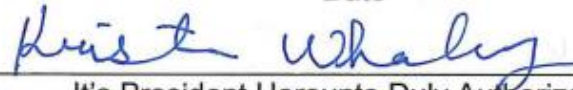
The negotiation team representing the Enid Educational Association and the negotiation team representing the Enid Board of Education have developed the attached agreements for implementation in the school year 2021-2022.

These agreements are hereby submitted to the Association for ratification. Upon ratification by the Association, these agreements will be submitted to the Enid Board of Education for approval.

Board of Education of Enid, Oklahoma 7/19/21
Date

By 
It's President Hereunto Duly Authorized

Enid Education Association 7/27/2021
Date

By 
It's President Hereunto Duly Authorized

7/26/2021
Date 
Chairman, Negotiation Team, EEA

7/19/2021
Date 
Chairman, Negotiation Team
Board of Education
ISD#57, Garfield County

DURATION

The 2021-2022 Agreement shall take effect when adopted by the Board and shall be in full force and effect until June 30, 2022, or until successor agreement has been ratified or otherwise finalized by both parties.

I. SEVERABILITY

If any provision(s) of this Agreement or an application of the provisions of this Agreement to person(s) is found, by a court of competent jurisdiction to be in conflict with any federal or state law, regulation, ruling, or order, now or hereinafter enacted or issued, such provision or application shall be inoperative but remaining provisions hereof shall continue in effect. Upon request in writing of the Association or the Board, within twenty (20) calendar days after such findings, the parties will meet only for the purpose of negotiating the provision(s) affected.

SCOPE OF CONTRACT

A. The Enid Board of Education of Independent School District No. 57 and the Enid Education Association hereby enter into this Collective Bargaining Agreement.

1. Hereinafter the Negotiated Contract shall be referred to as the "Agreement."
2. Hereinafter the Enid Board of Education shall be referred to as the "Board."
3. Hereinafter the Enid Education Association shall be referred to as the "Association."

The 2021-2022 Agreement shall take effect when adopted by the Board and shall be in full force and effect until June 30, 2022, or until successor agreement has been ratified or otherwise finalized by both parties.

II. EMPLOYMENT PROVISIONS

A. Assignment

1. Teachers shall be notified by the end of the school year of their tentative program, including building schedule, hourly subject and/or grade level, for the ensuing year unless such program has not yet been ascertained. In those unusual instances in which programs have not yet been ascertained, tentative notice will be furnished to the teacher as soon as an assignment is made. In addition, teachers will be consulted concerning any changes in their tentative assignments for the ensuing year as soon as such changes are made.
2. If the opening, closing, or restructuring of a facility requires that specific or existing faculty or faculties must be divided to staff the changed facility, teachers under contract after April 10th will be placed prior to new hirings. Teachers involved in the opening, closing, or restructuring of a facility will be consulted before the assignment is made.

B. Change of Assignment

1. Classroom teacher vacancies, newly created classroom teacher positions, summer school teaching positions, administrative positions and newly created administrative positions will be posted online at www.enidpublicschools.org/applytoday.
2. Teachers who are interviewed for positions within the district and not hired, will be notified that the position has been filled.

C. Supplemental Assignment

1. Compensation will be given for specifically identified supervisory duties outside of the professional day.

D. Reduction in Force

It is the policy of the Enid Board of Education that, in the event it becomes necessary to reduce the professional staff of this school district, reduction-in-force at any level may be based on any of the following conditions:

Decrease in revenue,
Decrease in student enrollment,
Changes in educational programs or curriculum,
Cancellation of programs, or
Any other circumstances determined by the board.

1. Definitions

Career teacher means a teacher who:

- a. is employed by a school district prior to the 2017-2018 school year and has completed three (3) or more consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, or
- b. for teachers employed for the first time by a school district under a written continuing or temporary teaching contract during the 2017-2018 school year and thereafter.
 - i. has completed three (3) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract and has achieved a district evaluation rating of "superior" as measured pursuant to the TLE as set forth in 70 O.S. 6-101.16 of this act for at least two (2) of three (3) school years,
 - ii. has completed four (4) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, has averaged a district evaluation rating of at least "effective" as measured pursuant to the TLE for the four-year period, and has received a rating of at least "effective" for the last two (2) years of the four-year period, or
 - iii. has completed four (4) or more consecutive complete school years in one school district under a written continuing or temporary teaching contract and has not met the requirements of subparagraph "a" or "b" of this paragraph, only if the principal of the school at which the teacher is employed submits a petition to the superintendent of the school district requesting that the teacher be granted career status, the superintendent agrees with the petition, and the school district board of education approves the petition. The principal shall specify in the petition the underlying facts supporting the granting of career status to the teacher;

Probationary teacher means a teacher who:

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

2. Procedures:

In the event any of the above conditions occur, every effort will be made to accomplish the necessary reduction by attrition, voluntary resignation, or voluntary retirement. Reduction-in-force will be made according to the following procedures:

- a. The position will be the determining factor in a reduction, not the teacher occupying the position.
- b. The primary basis used in determining the retention or reassignment of affected teachers when a school district implements a reduction-in-force plan shall be the ratings of the teachers as measured

pursuant to the TLE as set forth in 70 O.S. 6-101.16. The order of termination, for affected teachers, will be as follows:

- i. A probationary teacher in an eliminated position will be terminated first.
- ii. A career teacher in an eliminated position will be placed in a retained position in which the teacher is, at the time of the presentation of the recommendation to reduce force, certified by provided the position is occupied by a probationary teacher.
- iii. If a career teacher is qualified for standard certification in a position held by a probationary teacher, but does not have such a certificate, then such career teacher must have evidence of eligibility for such certification on file in a personnel file in the office of the superintendent at the time of the presentation of the recommendation to reduce force.
- iv. If there is more than one career teacher assigned to the 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:
 1. Certification in a retained teaching position that is open. A career teacher with certification for the retained position will be retained over a probationary teacher.
 2. Seniority in continuous, full-time, contracted, certified employment in the district. (Approved medical leave shall not result in a break in service.)
 3. If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:
 - a. Years of teaching experience in the retained position in the local school district.
 - b. Academic degree status;
A teacher with a doctorate degree will be retained over a teacher with a master's or a bachelor's degree; a teacher with a master's degree will be retained over a teacher with a bachelor's degree.
- v. If there is more than one probationary teacher in the position being reduced, the criteria listed in iv, 1-3, will be used in determining which probationary teacher will be retained.

3. Recall Procedures

- a. Recall of laid off teachers shall follow the reverse procedure for reduction. Teachers with at least a TLE rating of Effective, 2.8 or above, who were the last to be laid off shall be given first opportunity for reemployment should an opening occur. Recall rights shall continue for one year. Re-entry into the district shall reflect all previously earned benefits.
- b. Teachers on layoff shall not gain career status during this period. The continuing contract law shall not apply.
- c. A teacher on layoff may continue in the District insurance programs at his/her own expense until his/her layoff rights have been terminated, provided that continuance is acceptable to respective insurance carriers. (Upon separation of employment, the EPS business office will provide all individuals information regarding COBRA continuation coverage.)
- d. Nothing in this section is deemed to nor does grant to any person a right to employment in a position for which he/she is not certified under applicable law.

Legal Reference: 70 O.S. 6-101.31

E. Professional Development

Teachers must maintain current professional development credits as determined by the state of Oklahoma.

F. Standards of Conduct

Enid Public School Standards of Performance and Conduct for teachers shall be as promulgated by the State Department. Copies shall be given to employees and added to the contract book by Appendix C.

G. Teacher Evaluation Procedures

A. Employment Provision

Each evaluation shall be based on the *Tulsa Teacher and Leader Effectiveness Model (TLE) and evaluator's observation of the teacher while performing his/her classroom/worksite job function. All scheduling of pre-conferences, observations, observation conferences and PDP follow-ups, and implementation of the TLE shall follow state statutes. The most current version of the Tulsa TLE shall be posted on the Enid Public Schools website. (Appendix G)

B. Teacher and Leader Effectiveness Professional Learning Focus

Beginning in 2018-2019, all teachers will be required to establish a Professional Learning Focus.

The Professional Learning Focus (PLF) will be introduced and explained to participants at the beginning of the year by the evaluator. This may be completed on an individual basis, by teams, or whole group.

1. The teacher develops the PLF in collaboration with the evaluator. The PLF will not be dictated by the evaluator. The PLF will be tailored to address a specific area identified through the qualitative component of the TLE. The identified indicator/element does not have to be the lowest performance area of the evaluation. At least one specific indicator/element should be documented as the primary PLF.
2. Active engagement between the participant and evaluator in regards to the PLF should encourage learning practices that are evidence and research based practices that correlate with increased student achievement and meet the professional improvement needs of each participant.
3. The PLF will be established by the end of the first quarter of the school year. The PLF is designed and drafted collaboratively by the participant and evaluator. The draft is approved by the evaluator.
4. Documentation will take place on the district-approved PL Focus template. (see Appendix)
5. The PLF can be altered during and/or enhanced as needed during the school year by the participant and/or evaluator.
6. PL Focus documentation and review will be completed by Career and Probationary Teachers by April 30. The intended goal may extend over multiple years at both participant and evaluator discretion.
7. Participants will be supported by resources available and supplied by Enid Public Schools and the Oklahoma State Department of Education. The participant should help identify, within reason, resources that could aid in the implementation of the PL Focus;
8. PLF activities may include but not limited to:
 - a. Presenter-led workshops
 - b. Individual or faculty studies of books
 - c. Individual or faculty studies of books, scholarly articles, and video productions
 - d. Peer observations
 - e. Committee studies to address student achievement issues
 - f. Work related to a specific subject area or areas associated with obtaining an advanced degree or professional certification
 - g. Action research projects designed to improve student achievement
 - h. Participation in local, regional, or state initiatives associated with the development or implementation of curriculum standards

- i. Work related with obtaining National Board Certification
- 9. The PLF cannot increase professional development point requirements. The intent is to focus on professional training rather than to increase it.
- 10. A rating scale will not be attached to Professional Learning Focus. The intent is not to grade the PLF, but to make personalized learning a goal for all participants each year.
- 11. EPS site administrators are responsible for monitoring compliance. Documentation should include:
 - a. Identified area of focus (associated with indicator or element from district-approved TLE qualitative framework)
 - b. Identified resources requested to attain goal
 - c. Minimum of two documented checkpoint visits
 - d. Reflective component where the educator may provide feedback related to their PL Focus.
 - e. Signature and date lines for evaluator and educator
- 12. The PLF documentation will be attached to final evaluation.

III. INDIVIDUAL RIGHTS

A. Grievance Procedure

1. Definitions

- a. A grievance is defined as an alleged violation of a specific article or section of this Agreement. In addition, the following Board Policies shall be subject to the formal grievance procedure:
 - (1) Leave Policy (as is specifically applied to certified personnel) including Leave of Absence and Maternity Leave.
 - (2) Pay Policy, including Pay Day and Summer Pay.
 - (3) Dress and Grooming.
 - (4) Sponsorship of School Related Activities.
- b. A "grievant" is the person or persons making the complaint.
- c. The term "days" when used in this article shall, except where otherwise indicated, mean working school days; thus weekend or vacation days are excluded.

2. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances as defined in this Agreement (Section I-A). Both parties agree that grievance proceedings will be kept as informal as may be appropriate at any level of this procedure.

3. Initiation and Processing of a Grievance

a. Informal

Within ten (10) working days of the time a grievance arises, the teacher with the grievance will first discuss it with his principal, either individually or accompanied by the grievance representative, with the objective of resolving the matter informally. Within five (5) school days after presentation of the grievance, the principal shall give his answer orally to the teacher and the grievance representative if originally involved.

b. Formal

(1) Level One

- (a) Within five (5) days of the oral answer, if the grievance is not resolved it shall be stated in writing, signed by the grievant and lodged with the principal on the form provided in Appendix B of this Agreement.
- (b) The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of the Agreement alleged to be violated, shall state the contention of the employee and of the E.E.A. with respect to these provisions, and shall indicate the specific relief requested.
- (c) Within five (5) school days after receiving the grievance, the principal shall send his answer on the original form to the grievant and a copy to the grievance representative.

(2) Level Two

- (a) If the grievance is not resolved in Level One, the grievant may, within ten (10) school days of receipt of principal's answer, submit to the Superintendent a written "Statement of Grievance" signed by the grievant.
- (b) Appeals to the Superintendent shall be heard by the Superintendent within ten (10) days of the receipt of the appeal. Written notice of the time and place of the hearing shall be given to the grievant at least three (3) days prior to the hearing.
- (c) The Superintendent shall give the grievant an answer in writing no later than ten (10) school days after the hearing of the grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant and his representative.

(3) Level Three

- (a) Within ten (10) school days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decisions at all previous levels.
- (b) Appeals to the Board shall be heard within fifteen (15) days of the receipt of the appeal. Written notice of the time and place of the hearing shall be given by the Board five (5) days prior thereto to the Superintendent and the grievant (and his representative).
- (c) Within fifteen (15) days of hearing the appeal, the Board shall communicate to the grievant and all other parties officially involved with the grievance its written decision, which shall include the supporting reasons. If further investigation is needed, additional time may be allowed by mutual agreement of the Board and the grievant and his representative.

4. General Procedures

- a. In the event a grievance is filed at such time that it cannot be processed through all the steps in the Grievance Procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- b. The E.E.A. shall appoint a grievance representative from each building who shall act in all grievance cases within his school. The E.E.A. agrees to furnish the Board with a list of these representatives

within fifteen (15) days after the beginning of each school term. Any member of the E.E.A. who is directly or indirectly involved in a grievance shall not serve on any E.E.A. committee charged with processing the grievance. In such cases, the E.E.A. shall have the right to substitute a different representative for the one originally designated as its representative for a particular school, provided such substitution is made in writing to all parties in interest.

- c. Nothing herein contained will be construed as limiting the right of the teacher having a grievance to discuss the matter informally and confidentially with any appropriate member of the administration, and having the grievance adjusted without intervention of the E.E.A., provided the adjustment is not inconsistent with the terms of this grievance procedure.
- d. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearing shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.
- e. No employee shall be discriminated against by the Board of Education, Superintendent or any other administrative officer of a district or by the professional and non-professional organization, its officers or any member thereof because of his exercise or non-exercise of rights under this grievance procedure.
- f. If a teacher elects to pursue any legal or statutory remedy for any grievance, such election will bar any further or subsequent proceeding for relief under the provisions of this procedure.
- g. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next level of this procedure. Any grievance not advanced from one level to the next within the time limit of that level shall be deemed resolved by the Board's answer at the previous level.
- h. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the permanent central office files of the participants.
- i. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
- j. If the grievance arises from an action of authority higher than the principal of a school, the teacher may present such grievance at Level 2 of this procedure.
- k. No teacher with less than three (3) years of service in the district may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew his contract.
- l. Nothing herein contained shall be construed to violate the rights under law of the E.E.A. or the Enid Board of Education.

B. Personnel File

- 1. The following policies shall apply to all teacher permanent central office files:
 - a. The file shall contain those items required by law and any other items deemed necessary by the Board of Education.
 - b. All materials placed in the permanent central office teacher's file shall be available to the teacher at his request for inspection, except those items of a confidential nature that were obtained in the process of evaluating a teacher for employment.

- c. Teachers would be notified if material that may adversely affect employment status is placed in the personnel file. The teacher may within ten (10) days provide a written response which will be attached to the original copy in the personnel file.
- d. Upon mutual agreement between the teacher and the administrator, disciplinary materials may be removed from the teacher's personnel file.

C. Accumulated Leave Total

The business office will provide each building principal a certified personnel absence report on a monthly basis. Teachers may have access to such report.

D. Right to Representation

Members of the bargaining unit shall have the right, if so desired, to be accompanied by a member of the Association, at any disciplinary conference with administrators. A disciplinary conference is one in which at the time it is scheduled, it is stated in writing that the member of the bargaining unit may be admonished or reprimanded in a manner that may lead to dismissal or non-re-employment. If documentation of a disciplinary conference is to be made, the administrator shall:

- a. give reasonable notice (1 working day) of said scheduled conference.
- b. inform the Member of the subject to be discussed.
- c. inform the Member of his/her right to representation.

IV. ASSOCIATION RIGHTS/PRIVILEGES

A. Use of School Facilities

- 1. The E.E.A. shall have the right to use bulletin board space in the teacher's lounge and/or building office at the determination of the building principal. The E.E.A. building representative shall have the responsibility of posting materials on the bulletin board and for keeping such notices timely.
- 2. The E.E.A. shall have the right to place material in the mailboxes of teachers, such material to be properly identified by the E.E.A. Placement shall be made by the E.E.A. building representative. Copies of all material shall be furnished to the building principal and to the superintendent of schools no later than the time of distribution.
- 3. It is agreed that bulletin boards and teacher mailboxes shall not be used to disseminate materials of political, religious, or controversial nature. The Board of Education maintains the right to withdraw any such materials from distribution through school facilities.

B. E.E.A. Presidential Release Time

The E.E.A. President may have ten 10 days per year release time to conduct official association duties. The President may elect to use this time in half day or full day increments. The E.E.A. President shall request the leave from his/her administrator at least 48 hours in advance. The cost of a certified substitute teacher shall be reimbursed to the district by the E.E.A. for each day used.

Release time to serve on district wide committees and/or to engage in other district wide activities assigned by the superintendent may be granted with no reimbursement required. Reimbursement shall be made following the month in which services were rendered.

C. Association Release Time

School business leave will be provided to the Association's leadership or designees for the purpose of legislative visits, Association-related professional meetings, and Association business.

Written request for use of Association leave will be made to the Superintendent or designee through the President of the Association one (1) week in advance of the anticipated absence.

D. Communication between bargaining agent and the Board of Education

1. The E.E.A. President and Negotiations Committee may attend Superintendent's Communications Team Meeting comprised of representatives from each school site and Central Office Administration on a monthly basis to establish open line of communication to handle any issues, concerns, and points of interest, and commendation brought by the bargaining unit.

2. The E.E.A. shall be provided a list of the Enid Public School new hires in a timely manner prior to the school year no later than a week before new teacher orientation.

3. The E.E.A. President will receive a digital board agenda on the same date as the media outlets and school members.

V. LEAVE PROVISIONS

A. Sick Leave

1. Professional staff employees are allowed ten (10) days sick leave per year. These days, if unused, are cumulative to eighty-five (85). The sick leave plan shall provide that a teacher may be absent from his/her duties due to personal accidental injury, illness, or pregnancy, adoption, injury, or illness in the immediate family. (The immediate family is defined to mean husband, wife, and the following relatives: father, mother, son, daughter, brother, sister, grandchild, grandparents, and corresponding relatives by affinity.)

Generally, no exception may be made to this rule: however, recognizing that there are always certain situations contrary to the rule, only the Superintendent is authorized to make exceptions.

Beginning 1982-83 school year, teachers employed may transfer sick leave from preceding school district, provided that the number of days transferred shall not exceed the maximum days permitted by Enid School District. The sending district shall certify the exact number of days eligible for transfer.

Each teacher shall have access to his/her accumulated leave total on the Municipal Accounting System website or current digital accounting system.

Amendment to Sick Leave Policy:

Injuries sustained by certified personnel during the performance of duties shall be covered in accordance with all state and federal laws and regulations.

Teachers qualifying for benefits under the Worker's Compensation Act may utilize accumulated sick leave or personal leave on a prorated basis. At the option of the teacher, Worker's Compensation benefits shall be supplemented by any sick leave or personal leave. A fractional use of these available days may be used to the extent that teachers receive full wages during the teacher's temporary absence. In no event will the combination of disability payments and prorated leave payments exceed one hundred percent of the teacher's net pay as it existed prior to injury.

Any teacher injured as a result of assault by a pupil, relative of pupil, or person of the pupil's household, or injured as a result of stopping or attempting to stop a fight, disorder, or disturbance related to a school function activity, shall be paid full contract salary in accordance with the law.

2. Catastrophic Leave Bank

The Board of Education shall allow the establishment of a Catastrophic Leave Bank administered by the Enid Education Association's Catastrophic Leave Bank Committee.

Teachers who need to apply for use of the Catastrophic Leave Bank should make their request by submitting the Appendix E Form and a doctor's letter with medical reasons for use of days to the President of Enid Education Association, who serves as the chair of the Catastrophic Leave Bank Committee.

Any certified employee of the Enid Public Schools, as covered by the negotiated agreement, is eligible to participate in the bank on a voluntary basis.

The term Catastrophic means serious, extreme, or life-threatening including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom. Leave from the bank may be granted for catastrophic reasons involving the employee or a relative or household member of the employee, which has caused or is likely to cause the employee to take leave without pay. A relative of the employee means spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee. Household member means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

All certified employees shall be given the opportunity to donate one (1) day of their sick leave to the bank to aid other certified personnel during the hardships resulting from a catastrophic situation. Each member who donates a day for the year will have use of the bank for that year. Persons desiring to become members of the bank must do so by completing Appendix D prior to the first payday in September. Coverage for previous employees enrolling for the first time will begin October 1. Coverage for employees new to the district will begin from the start of the school year.

After exhausting all personal sick leave, a teacher may request up to ten (10) days through the bank. After using the initial ten (10) days, up to an additional ten (10) days may be requested from the catastrophic leave bank. The second request for assistance may be made for catastrophic illness only and may be granted upon verification of need by the Catastrophic Leave Bank Committee.

When all catastrophic leave days granted through the Association are exhausted, the teacher who is absent due to personal illness shall then continue to be paid regular salary for up to twenty (20) working days, less the amount actually paid to a substitute teacher if one is hired or the amount normally paid to a certified substitute teacher if one is not hired, for each day the teacher continues to be absent.

The Association shall provide the business office with the names of teachers whose donated days are used. (Appendix D)

B. Personal Business Leave

Upon submitting the proper form (Appendix A) with the building principal, leave for personal business shall (Title 70 section 6-104 (A)) be granted according to the following policy:

Absence for Reason of Personal Business:

1. Each teacher may use three (3) school days per year (non-cumulative) for personal matters which cannot be attended to at any time other than during a school day. (Title 70 section 6-104 (A))
2. Teacher must notify building principal 48 hours in advance.
3. If it is necessary for a teacher to take more than three (3) school days off for personal business, 1/184th of contractual salary shall be deducted for each day of absence after the first-three (3) days.

Guidelines Regarding Personal Business Leave:

The three (3) school days allowed for personal business are not to be used the day before or day after a vacation period, not to be used to extend sick leave, not to be used during the first three (3) contract days and/or the last

three (3) contract days. Exceptions to restrictions on personal leave may be granted by the Administration for special circumstances on an individual basis.

C. Emergency Leave

1. Two (2) days of district paid emergency leave per year shall be allowed each teacher. These days shall not be chargeable to sick leave and shall be non-cumulative. These days may be used only for emergency purposes. Such emergencies are defined as:
 - a. a personal disaster
 - b. a non-injury accident
 - c. serious illness of a relative or friend not covered by sick leave
 - d. unusual and unforeseen circumstances within the immediate family
 - e. upon approval of the superintendent one additional day of district paid emergency leave per year shall be allowed each teacher in the event of a death or serious illness of a relative or friend not covered by sick leave
2. The above and any other reasons are subject to administrative approval. (Appendix F)

D. Professional Development Leave

1. A teacher may, upon approval of the administration, be granted one day of leave each year without loss of pay to attend workshops or conferences related to their teaching assignment or to visit other schools or school systems for the purpose of improving classroom instruction, or to work on portfolio and assessment items involved in the National Board Certification process (3 years total). This day will normally not be granted during the first four (4) weeks and the last four (4) weeks of the school year.

E. Educational Leave

1. 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 in-service 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.
2. A teacher who has been in the district for at least five (5) years may be granted a one (1) year leave of absence for professional study.

Professional study will include 9 hours of credit per semester or a minimum of 18 hours in a school year.

 - a. A request for professional study leave must be made in writing by March 15.
 - b. 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.

F. Childbirth/Adoption Leave of Absence

A teacher shall be granted unpaid childbirth/adoption leave for the remainder of the current semester and/or one additional succeeding semester. In the event childbirth/adoption occurs during the summer break,

childbirth/adoption leave may be granted for either one or two succeeding semesters. Plans to return shall be coordinated with the Superintendent of schools.

Upon return from childbirth/adoption leave, the teacher shall be placed in the same teaching position. In the event that position no longer exists, the teacher will be placed in a similar teaching position. The teacher on leave shall not advance on the salary schedule and is subject to the current RIF policy.

G. Family and Medical Leave

Teachers shall be provided with Family and Medical Leave as provided by the Family and Medical Leave Act of 1993 and under the guidelines contained in Board Policy.

H. Civic and Community Activities

Leave without loss of pay to the teacher to participate in civic and community activities may be granted by the Principal upon the approval of the Superintendent when such leave has a direct relationship to the school and/or educational welfare "or is designed to contribute to better school community relations." This will be subject to the Principal finding a suitable replacement.

I. Bereavement Leave

Certified personnel are granted yearly five (5) days, no deduction in salary, for occurrence of death of members of the immediate family and friends. Immediate family shall be defined as spouse, children, step-children, parents, step-parents, brothers, sisters, grandparents, grandchildren, spouse's parents and grandparents, brothers-in-law and sisters-in-law, nieces and nephews, aunts and uncles and spouses of members of said immediate family. All death leave benefits shall be non-cumulative.

J. Occasional Leave

Occasional leave may be taken up to two (2) hours upon approval of the building principal. The teacher taking the leave will be responsible for arranging coverage of classes and informing the building principal. No substitute will be provided or paid by the Board for teacher using leave. Teachers are encouraged to use such leave when least disruptive to instruction. No entry is required in the automated absence reporting system. Absences exceeding two (2) hours, must be entered into the automated absence reporting system as Sick, Personal Business, Bereavement or Emergency Leave. (No compensation will be paid to staff providing coverage of classes.)

VI. WORKING CONDITIONS

Teachers shall be scheduled daily planning time within the teacher's scheduled work day. This time shall be free of regularly assigned duties but shall include at least one period designated for professional collaboration. Time requirements are based on a regular five (5) day work week.

A. Planning Periods

1. Elementary certified teachers shall have a planning period from 3:20 P.M. until 3:45 P.M. In addition, elementary teachers shall have the planning time accruing through the normal scheduling practice of an elementary school. The combined planning periods referred to above for an elementary teacher shall average fifty-five (55) minutes per day.
2. Secondary teachers shall have at least two hundred seventy-five (275) minutes a week (normal five (5) day work week) of planning at an average of fifty-five (55) minutes a day and will not be assigned to any other duties except in case of emergency.

3. Each school site shall have a sign-in and sign-out sheet posted in the office. Teachers may be permitted to leave the buildings with the notification of the principal or principal designee, and are required to sign-out and sign-in on the posted form upon contractual return.
4. No teacher shall be required during his planning period to teach the class of another teacher who is absent due to a school related activity.

See Working Conditions in Compensation Section VIII.

B. Lunch Periods

1. Thirty-five (35) minutes of continuous duty-free lunch will be scheduled no earlier than 10:45 a.m. Due to the varying sizes of school buildings, student enrollments and number of teachers assigned to each building, lunch period supervision schedules will vary from building to building. Each building principal will construct a lunch period supervision schedule that provides the necessary amount of student supervision with a minimal number of teachers on duty.

Teachers are permitted to leave the building during their lunch period with notification of the principal or principal designee and are required to sign-out and sign-in on the posted form upon exit and return.

C. Classroom Discipline

Each teacher is responsible for the discipline in his/her classroom. The primary criteria for the handling of all discipline should be to create a classroom climate favorable to both learning and teaching. Firm, fair and consistent discipline is necessary for such a climate to exist. Teachers are encouraged, and will be supported in, exercising their rights and responsibilities afforded them by Oklahoma School Law and Enid Board of Education policies in establishing disciplinary procedures in the classroom. The principal will assist with any unusual cases of misconduct involving students. Administrative counsel will always be available upon request of the teacher. In the resolution of the problem, every effort will be made to maintain rapport between the teacher and the students. Check with the principal as to procedure for handling disciplinary cases.

D. Parent-Teacher Conferences

Parent-teacher conferences shall be conducted one full day or the equivalent of one full day at the end of the first and third nine weeks. The conferences shall be concluded within the 175 regularly scheduled school days.

1. The Board recognizes that attendance at meetings of Parent-Teacher groups, though desirable, shall not be required for classroom teachers.

E. Scope of Professional Responsibility

1. Outside of the contracted eight (8) hour day (7:45 a.m. – 3:45 p.m.), duties assigned over and above the teacher's normal work schedule shall be equalized among teachers at each building site, taking into account the teaching assignments. When teachers are assigned to more than one school, the principals of the schools involved shall coordinate their scheduling to provide equitable duty assignment. The principals of the schools involved shall attempt to protect the thirty-five (35) minute duty free lunch.

F. Calendar

1. School days canceled because of extreme weather conditions but "forgiven" by the legislature or the State Board of Education shall not be re-scheduled unless made up prior to legislative or State Board action.
2. EEA will be allowed to appoint a representative from EEA to serve on the calendar committee each year with the board to help determine the school year calendar.

G. Work Day

Provided that assigned duties and professional responsibilities related to the proper functioning of the school do not require otherwise, the normal teacher work day shall be 8 hours in length. Staff meetings will not exceed 4:30 p.m. in duration after school. Meetings will be scheduled a week in advance and sites will be encouraged to not exceed more than two (2) after school meetings per month.

See Working Conditions in Compensation Section VIII.

The 185-day certified contract becomes a 184-day contract with no reduction in annual compensation.

H. Inclement Weather

When schools are closed because of inclement weather, ice or snow, teachers shall not be required to report to work. When schools are closed early, teachers shall be permitted to leave as soon as possible after students are dismissed. When schools begin late, teachers shall not be required to report more than fifteen minutes before students. Teachers shall suffer no loss in wages, benefits, or contractual or statutory advantages as a result of such work rules.

I. Certified Employee Health and Safety

All certified employees are entitled to a work environment that is healthy and safe. When such conditions do not exist the certified employee will notify the building principal. The building principal will take the appropriate action to improve the environment. If the issue is not resolved to the satisfaction of the employee(s) involved a grievance may be filed.

J. Counselors

Counselor stipends will be determined by current building assignments and based on schools previous year's October 1st student enrollment numbers.

Upon approval from the appropriate assistant superintendent and building principal, Elementary and Secondary Counselors will have the ability to work additional days before and/or after school. The amount of days worked will be limited to the appropriate building levels (Elementary 5 days, Middle School 10 days & High School 20 days). Additional days worked shall be completed within the fiscal year (July 1st – June 30th) and not the EPS school calendar year. All proof of work will be submitted through a timesheet, approved by the building principal and then submitted to the EPS business office for financial compensation to the employee.

- Additional days worked will be compensated and calculated by each employee's daily rate (1/184).
- All EPS Counselors will be considered to be on a 184-day work contract.

K. Librarians

Upon approval from the appropriate assistant superintendent and building principal, Elementary and Secondary Librarians will have the ability to work additional days before and/or after school. The amount of days worked will be limited to the appropriate building levels (Elementary 5 days, Middle School and High School 10 days). Additional days worked shall be completed within the fiscal year (July 1st – June 30th) and not the EPS school calendar year. All proof of work will be submitted through a timesheet, approved by the building principal and then submitted to the EPS business office for financial compensation to the employee.

- Additional days worked will be compensated and calculated by each employee's daily rate (1/184).
- All EPS Librarians will be considered to be on a 184-day work contract.

VII. FRINGE BENEFITS

A. Retirement Contribution

The District will pay teachers' retirement contributions at 7.5269% of each teacher's total compensation.

B. Health/Hospitalization Insurance

1. For the teachers who desire health and hospitalization insurance, a plan is provided by the Enid Board of Education.
 - a. As per state law, teachers not enrolled in the District's health insurance plan shall receive the state Flexible Benefit Allowance of sixty-nine dollars and seventy-one cents (\$69.71) per month, or \$836.52 per year, as cash payments.
 - b. As per state law, teachers choosing to participate in the district health insurance plan will receive the state Flexible Benefit Allowance in an amount equal to 100% of the Health Choice High Option of the State Insurance Plan.

C. Sick Leave Reimbursement

Enid teachers with at least ten (10) years continuous employment shall be compensated for up to 60 days of unused sick leave accumulated beyond 85 days at the rate of \$10 per day upon retirement from the Enid School System into the Oklahoma Retirement System. Accumulation beyond the 85 days will begin with the 1985-86 school year.

D. Admission to School Events

Enid teachers, their dependent children, and one guest shall be admitted to all Enid school events.

Enid teachers, upon retirement, who have taught their last 10 years in the Enid district shall receive a "lifetime" pass which will admit them and one guest to all Enid school events. They will receive this pass upon completion of their exit interview.

E. Flexible Fringe Benefit

The cost of the initial sign-up and the monthly maintenance fee shall be paid by the district for each teacher participating in the Section 125 Flexible Fringe Benefit program.

VIII. COMPENSATION

A. Salary

1. See Compensation Schedules.
2. Credits submitted for advancement on the salary schedule shall be interpreted on the following basis:
 - a. All credits shall be subject to evaluation and approval of the assistant superintendent of schools.
 - b. All credit hours shall be semester hours or quarter hours converted.
 - c. The credit hours shall be earned in an institution accredited by the State Department of Education in one or more of the fifty states and in the field of education.
 - d. The hours must be earned after the teacher has been licensed or certified to teach in one or more states.
 - e. Evidence of the changed status must be on file in the Human Resource office and on file with the State Department of Education within forty-five (45) calendar days of the beginning of each semester for the increase in salary for the semester.

3. The district will have employment contracts prepared and ready for signatures three (3) months after the day of ratification.

B. Monthly Pay Warrants

1. Monthly pay stubs will contain year-to-date totals for all deductions within the computer capabilities. If employees are not able to print a hard copy of their pay stub the district will provide a hard copy within five (5) business days upon written request.
2. Payroll deposits will be available on the 20th of each month beginning in September.
3. Two summer payroll deposits will be available to teachers on the last banking day of May. One summer payroll deposit will be available to teachers on the 20th of June.

C. Payroll Deductions

1. The Board of Education will provide a monthly payroll deduction plan for teacher association dues. This plan is optional and dues will be deducted only if so indicated by the teacher on a "Dues Deduction Request" form.
2. The following guidelines govern the operation of this plan:
 - a. Dues will be deducted only for those teachers belonging to all three levels of the Association; i.e., E.E.A., O.E.A., and N.E.A.
 - b. One-twelfth (1/12) of the total amount of the dues to all three organizations will be deducted from each monthly paycheck of teachers using the deduction plan.
 - c. Should a teacher who is utilizing the dues plan terminate his employment with the Enid Board of Education prior to the completion of his/her contract, the dues deduction will end with the last paycheck issued. Any dues that are unpaid at the time of issuance of the last paycheck will be collected from the teacher by E.E.A.
 - d. The Board of Education will issue a monthly warrant to the E.E.A. for the total amount of the dues deducted for that month. It is the responsibility of the E.E.A. to determine the amounts due to each organization (i.e., E.E.A., O.E.A., and N.E.A.), and to make payment to those organizations.
 - e. The E.E.A. will provide a form acceptable to the administration for the "Dues Deduction Request".

D. Administrator Assigned Duty Pay

1. When administrator-assigned additional duties or because substitutes are not hired (excluding assemblies, homeroom, and parent-teacher conferences) result in the loss of planning time for members of the teaching staff, teachers will be paid at the rate of fifteen dollars (\$15.00) per hour and seven dollars and fifty cents (\$7.50) each additional 30 minutes.
2. When a lack of substitutes creates a situation where teachers are given another teacher's students during the day, the teacher will be compensated at the current substitute rate per day. If two teachers share the class of a teacher, each will be paid $\frac{1}{2}$ the current substitute rate.
3. Payment shall be included in the pay warrant following the month in which services were rendered.
4. Teachers who are approved to supervise or work any competitive school athletic or competitive academic event outside regular school hours will be compensated at the rate of fifteen dollars (\$15.00) per hour. A number of special events requiring the attendance of selected individuals are excluded from compensation. Such events may include May Fete, graduation, parent night, seasonal social events, back-to-school nights, elementary promotions, prom, open house, school orientations, as well as other events which in the judgement of the administration of the school or the district require the presence and/or active involvement

of teachers and students. With the exception of prom, careful judgement and consideration will be taken by administration before scheduling/rescheduling events on weekends or holidays.

5. Teachers hired as certified personnel in the district that receive compensation for missing his/her thirty-five (35) minutes duty free lunch will be compensated at a rate of twenty dollars (\$20.00) per hour.
6. Meetings exceeding 4:30 p.m. will merit compensation at fifteen dollars (\$15.00) per hour.
7. Teachers who attend District workshops required by the Board and/or Administration outside regular school hours will be compensated at the rate of fifteen dollars (\$15.00) per hour.

E. Extra Duty Pay

1. Compensation will be given for the specifically identified supervisory duties outside of the professional day as listed in the Additional Duty Stipend Tables.
2. The Administration has the option of increasing any extra duty stipend by 20% above the amount listed in the Additional Duty Stipend Tables. This amount will then be added to the extra duty increment schedule the following year. In order to raise an extra duty stipend more than 20% allowed, the EPS administration will present a MOU to EEA regarding the current reality. Both parties will then work together to reach a mutual, agreed upon, financial figure in a timely manner.

G. 2021-2022 Compensation Schedule**BACHELORS**

State Minimum	Step Yrs Exp	Total District Compensation	Salary	Retirement Credit Pmt.	OTRS		FBA	Retirement Off Set	Total Comp W/State Ben
\$36,601	0	\$36,601	\$37,432.49	\$60.15	\$2,757.36		\$836.52	\$60.15	\$41,146.67
\$37,035	1	\$37,035	\$37,618.49	\$103.41	\$2,728.10		\$836.52	\$103.41	\$41,389.93
\$37,469	2	\$37,469	\$37,804.49	\$145.65	\$2,699.86		\$836.52	\$145.65	\$41,632.17
\$37,904	3	\$37,904	\$38,276.57	\$188.15	\$2,692.89		\$836.52	\$188.15	\$42,182.28
\$38,338	4	\$38,338	\$39,046.89	\$233.33	\$2,705.69		\$836.52	\$233.33	\$43,055.76
\$38,810	5	\$38,810	\$39,732.95	\$278.76	\$2,711.90		\$836.52	\$278.76	\$43,838.89
\$39,273	6	\$39,273	\$40,363.49	\$325.26	\$2,712.86		\$836.52	\$325.26	\$44,563.39
\$39,737	7	\$39,737	\$40,899.64	\$372.82	\$2,705.65		\$836.52	\$372.82	\$45,187.45
\$40,200	8	\$40,200	\$41,434.85	\$421.44	\$2,697.32		\$836.52	\$421.44	\$45,811.57
\$40,663	9	\$40,663	\$41,874.74	\$471.12	\$2,680.75		\$836.52	\$471.12	\$46,334.25
\$41,684	10	\$41,684	\$42,415.07	\$521.87	\$2,670.67		\$836.52	\$521.87	\$46,966.00
\$42,177	11	\$42,177	\$42,859.61	\$573.67	\$2,652.33		\$836.52	\$573.67	\$47,495.80
\$42,670	12	\$42,670	\$43,304.15	\$626.54	\$2,632.92		\$836.52	\$626.54	\$48,026.67
\$43,162	13	\$43,162	\$43,747.76	\$680.48	\$2,612.37		\$836.52	\$680.48	\$48,557.61
\$43,655	14	\$43,655	\$44,192.30	\$735.47	\$2,590.84		\$836.52	\$735.47	\$49,090.60
\$44,167	15	\$44,167	\$44,654.51	\$791.53	\$2,569.57		\$836.52	\$791.53	\$49,643.66
\$44,660	16	\$44,660	\$45,099.05	\$848.65	\$2,545.91		\$836.52	\$848.65	\$50,178.78
\$45,153	17	\$45,153	\$45,543.59	\$906.83	\$2,521.19		\$836.52	\$906.83	\$50,714.96
\$45,646	18	\$45,646	\$46,083.46	\$966.07	\$2,502.59		\$836.52	\$966.07	\$51,354.70
\$46,139	19	\$46,139	\$46,623.32	\$1,026.38	\$2,482.91		\$836.52	\$1,026.38	\$51,995.51
\$46,652	20	\$46,652	\$47,181.79	\$1,087.75	\$2,463.58		\$836.52	\$1,087.75	\$52,657.38
\$47,145	21	\$47,145	\$47,721.65	\$1,150.18	\$2,441.78		\$836.52	\$1,150.18	\$53,300.31
\$47,639	22	\$47,639	\$48,262.45	\$1,213.68	\$2,418.99		\$836.52	\$1,213.68	\$53,945.31
\$48,132	23	\$48,132	\$48,802.31	\$1,278.23	\$2,395.07		\$836.52	\$1,278.23	\$54,590.36
\$48,625	24	\$48,625	\$49,342.18	\$1,343.85	\$2,370.09		\$836.52	\$1,343.85	\$55,236.49
\$50,049	25	\$50,049	\$50,747.87	\$1,410.53	\$2,409.21		\$836.52	\$1,410.53	\$56,814.66
	26	\$55,080.12	\$51,224.50	\$1,410.53	\$2,445.09		\$836.52	\$1,410.53	\$57,327.17
	27	\$55,592.61	\$51,701.12	\$1,410.53	\$2,480.96		\$836.52	\$1,410.53	\$57,839.66
	28	\$56,105.12	\$52,177.75	\$1,410.53	\$2,516.84		\$836.52	\$1,410.53	\$58,352.17
	29	\$56,617.61	\$52,654.37	\$1,410.53	\$2,552.71		\$836.52	\$1,410.53	\$58,864.66
	30	\$57,130.12	\$53,131.00	\$1,410.53	\$2,588.59		\$836.52	\$1,410.53	\$59,377.17
	31	\$57,642.61	\$53,607.62	\$1,410.53	\$2,624.46		\$836.52	\$1,410.53	\$59,889.66
	32	\$58,155.12	\$54,084.25	\$1,410.53	\$2,660.34		\$836.52	\$1,410.53	\$60,402.17
	33	\$58,667.61	\$54,560.87	\$1,410.53	\$2,696.21		\$836.52	\$1,410.53	\$60,914.66
	34	\$59,180.12	\$55,037.50	\$1,410.53	\$2,732.09		\$836.52	\$1,410.53	\$61,427.17
	35	\$59,692.61	\$55,514.12	\$1,410.53	\$2,767.96		\$836.52	\$1,410.53	\$61,939.66
	36	\$60,205.12	\$55,990.75	\$1,410.53	\$2,803.84		\$836.52	\$1,410.53	\$62,452.17
	37	\$60,717.62	\$56,467.38	\$1,410.53	\$2,839.71		\$836.52	\$1,410.53	\$62,964.67
	38	\$61,228.37	\$56,942.38	\$1,410.53	\$2,875.47		\$836.52	\$1,410.53	\$63,475.42
	39	\$61,728.37	\$57,407.38	\$1,410.53	\$2,910.47		\$836.52	\$1,410.53	\$63,975.42
	40	\$62,141.01	\$57,791.13	\$1,410.53	\$2,939.35		\$836.52	\$1,410.53	\$64,388.06

Additional years past 40 will receive \$413 in additional pay for a Bachelors, Masters or Doctorate

STATE MAJOR MEDICAL INSURANCE PAYMENT

For teachers who participate in the District provided major medical insurance plan, an additional monthly amount of \$546.19 above the State FBA shall be paid toward the teacher's major medical insurance premium cost. (This amount of \$546.19 added to the monthly FBA of \$69.71 totals \$615.90 or 100% of the Health Choice High Option Premium.) This amount will change as the Health Choice High Option premium changes, as required by law.

RETIREMENT CONTRIBUTIONS

The District shall pay the teachers' retirement calculated at 7.5269% of compensation less any amount paid directly by the state as an offset.

H. 2021-2022 Compensation Schedule

MASTERS

State	Step	Total District	Salary	Retirement	OTRS		FBA	Retirement	Total Comp
Minimum	Yrs Exp	Compensation		Credit Pmt.				Off Set	W/State Ben
\$37,991	0	\$41,524.72	\$38,617.98	\$60.15	\$2,846.59		\$836.52	\$60.15	\$42,421.39
\$38,425	1	\$41,691.24	\$38,772.85	\$103.41	\$2,814.98		\$836.52	\$103.41	\$42,631.17
\$38,859	2	\$42,312.61	\$39,350.72	\$145.65	\$2,816.24		\$836.52	\$145.65	\$43,294.78
\$39,294	3	\$42,885.11	\$39,883.15	\$188.15	\$2,813.81		\$836.52	\$188.15	\$43,909.78
\$39,728	4	\$43,713.41	\$40,653.47	\$233.33	\$2,826.62		\$836.52	\$233.33	\$44,783.26
\$40,200	5	\$44,451.11	\$41,339.53	\$278.76	\$2,832.83		\$836.52	\$278.76	\$45,566.39
\$40,663	6	\$45,129.11	\$41,970.07	\$325.26	\$2,833.79		\$836.52	\$325.26	\$46,290.89
\$41,127	7	\$45,705.61	\$42,506.21	\$372.82	\$2,826.58		\$836.52	\$372.82	\$46,914.95
\$41,590	8	\$46,281.11	\$43,041.43	\$421.44	\$2,818.25		\$836.52	\$421.44	\$47,539.07
\$42,054	9	\$46,755.11	\$43,482.25	\$471.12	\$2,801.75		\$836.52	\$471.12	\$48,062.75
\$43,568	10	\$47,404.11	\$44,085.82	\$521.87	\$2,796.43		\$836.52	\$521.87	\$48,762.50
\$44,061	11	\$47,882.11	\$44,530.36	\$573.67	\$2,778.09		\$836.52	\$573.67	\$49,292.30
\$44,554	12	\$48,360.11	\$44,974.90	\$626.54	\$2,758.68		\$836.52	\$626.54	\$49,823.17
\$45,047	13	\$48,838.11	\$45,419.44	\$680.48	\$2,738.20		\$836.52	\$680.48	\$50,355.11
\$45,539	14	\$49,315.11	\$45,863.05	\$735.47	\$2,716.60		\$836.52	\$735.47	\$50,887.10
\$46,052	15	\$49,813.11	\$46,326.19	\$791.53	\$2,695.40		\$836.52	\$791.53	\$51,441.16
\$46,545	16	\$50,291.11	\$46,770.73	\$848.65	\$2,671.74		\$836.52	\$848.65	\$51,976.28
\$47,038	17	\$50,769.11	\$47,215.27	\$906.83	\$2,647.02		\$836.52	\$906.83	\$52,512.46
\$47,531	18	\$51,349.61	\$47,755.13	\$966.07	\$2,628.41		\$836.52	\$966.07	\$53,152.20
\$48,024	19	\$51,930.11	\$48,295.00	\$1,026.38	\$2,608.74		\$836.52	\$1,026.38	\$53,793.01
\$48,538	20	\$52,531.61	\$48,854.39	\$1,087.75	\$2,589.47		\$836.52	\$1,087.75	\$54,455.88
\$49,031	21	\$53,112.12	\$49,394.26	\$1,150.18	\$2,567.68		\$836.52	\$1,150.18	\$55,098.82
\$49,524	22	\$53,692.61	\$49,934.12	\$1,213.68	\$2,544.81		\$836.52	\$1,213.68	\$55,742.81
\$50,018	23	\$54,274.12	\$50,474.92	\$1,278.23	\$2,520.97		\$836.52	\$1,278.23	\$56,388.87
\$50,511	24	\$54,854.61	\$51,014.78	\$1,343.85	\$2,495.98		\$836.52	\$1,343.85	\$57,034.98
\$51,971	25	\$56,402.12	\$52,453.96	\$1,410.53	\$2,537.63		\$836.52	\$1,410.53	\$58,649.17
	26	\$56,914.61	\$52,930.58	\$1,410.53	\$2,573.50		\$836.52	\$1,410.53	\$59,161.66
	27	\$57,427.12	\$53,407.21	\$1,410.53	\$2,609.38		\$836.52	\$1,410.53	\$59,674.17
	28	\$57,939.61	\$53,883.83	\$1,410.53	\$2,645.25		\$836.52	\$1,410.53	\$60,186.66
	29	\$58,452.12	\$54,360.46	\$1,410.53	\$2,681.13		\$836.52	\$1,410.53	\$60,699.17
	30	\$58,964.61	\$54,837.08	\$1,410.53	\$2,717.00		\$836.52	\$1,410.53	\$61,211.66
	31	\$59,477.12	\$55,313.71	\$1,410.53	\$2,752.88		\$836.52	\$1,410.53	\$61,724.17
	32	\$59,989.61	\$55,790.33	\$1,410.53	\$2,788.75		\$836.52	\$1,410.53	\$62,236.66
	33	\$60,502.12	\$56,266.96	\$1,410.53	\$2,824.63		\$836.52	\$1,410.53	\$62,749.17
	34	\$61,014.61	\$56,743.58	\$1,410.53	\$2,860.50		\$836.52	\$1,410.53	\$63,261.66
	35	\$61,527.12	\$57,220.21	\$1,410.53	\$2,896.38		\$836.52	\$1,410.53	\$63,774.17
	36	\$62,039.61	\$57,696.83	\$1,410.53	\$2,932.25		\$836.52	\$1,410.53	\$64,286.66
	37	\$62,552.12	\$58,173.46	\$1,410.53	\$2,968.13		\$836.52	\$1,410.53	\$64,799.17
	38	\$63,062.87	\$58,648.46	\$1,410.53	\$3,003.88		\$836.52	\$1,410.53	\$65,309.92
	39	\$63,562.87	\$59,113.46	\$1,410.53	\$3,038.88		\$836.52	\$1,410.53	\$65,809.92
	40	\$63,975.51	\$59,497.21	\$1,410.53	\$3,067.77		\$836.52	\$1,410.53	\$66,222.56

Additional years past 40 will receive \$413 in additional pay for a Bachelors, Masters or Doctorate.

STATE MAJOR MEDICAL INSURANCE PAYMENT

For teachers who participate in the District provided major medical insurance plan, an additional monthly amount of \$546.19 above the State FBA shall be paid toward the teacher's major medical insurance premium cost. (This amount of \$546.19 added to the monthly FBA of \$69.71 totals \$615.90 or 100% of the Health Choice High Option Premium.) This amount will change as the Health Choice High Option premium changes, as required by law.

RETIREMENT CONTRIBUTIONS

The District shall pay the teachers' retirement calculated at 7.5269% of compensation less any amount paid directly by the state as an offset.

I. 2021-2022 Compensation Schedule

DOCTORATE

State	Step	Total District	Salary	Retirement	OTRS	FBA	Retirement	Total Comp
Minimum		Compensation		Credit Pmt.			Off Set	W/State Ben
\$39,381	0	\$43,220.09	\$40,194.68	\$60.15	\$2,965.26	\$836.52	\$60.15	\$44,116.76
\$39,815	1	\$43,386.62	\$40,349.55	\$103.41	\$2,933.66	\$836.52	\$103.41	\$44,326.55
\$40,249	2	\$44,040.11	\$40,957.30	\$145.65	\$2,937.16	\$836.52	\$145.65	\$45,022.28
\$40,684	3	\$44,612.61	\$41,489.72	\$188.15	\$2,934.74	\$836.52	\$188.15	\$45,637.28
\$41,118	4	\$45,440.91	\$42,260.04	\$233.33	\$2,947.54	\$836.52	\$233.33	\$46,510.76
\$41,590	5	\$46,178.61	\$42,946.10	\$278.76	\$2,953.75	\$836.52	\$278.76	\$47,293.89
\$42,054	6	\$46,857.61	\$43,577.57	\$325.26	\$2,954.78	\$836.52	\$325.26	\$48,019.39
\$42,517	7	\$47,433.11	\$44,112.79	\$372.82	\$2,947.51	\$836.52	\$372.82	\$48,642.45
\$42,980	8	\$48,008.61	\$44,648.00	\$421.44	\$2,939.17	\$836.52	\$421.44	\$49,266.57
\$43,444	9	\$48,482.61	\$45,088.82	\$471.12	\$2,922.67	\$836.52	\$471.12	\$49,790.25
\$45,945	10	\$49,268.61	\$45,819.80	\$521.87	\$2,926.94	\$836.52	\$521.87	\$50,627.00
\$46,438	11	\$49,746.61	\$46,264.34	\$573.67	\$2,908.60	\$836.52	\$573.67	\$51,156.80
\$46,931	12	\$50,224.61	\$46,708.88	\$626.54	\$2,889.19	\$836.52	\$626.54	\$51,687.67
\$47,424	13	\$50,702.61	\$47,153.42	\$680.48	\$2,868.71	\$836.52	\$680.48	\$52,219.61
\$47,916	14	\$51,179.61	\$47,597.03	\$735.47	\$2,847.11	\$836.52	\$735.47	\$52,751.60
\$48,430	15	\$51,678.61	\$48,061.10	\$791.53	\$2,825.98	\$836.52	\$791.53	\$53,306.66
\$48,923	16	\$52,156.61	\$48,505.64	\$848.65	\$2,802.32	\$836.52	\$848.65	\$53,841.78
\$49,416	17	\$52,634.61	\$48,950.18	\$906.83	\$2,777.60	\$836.52	\$906.83	\$54,377.96
\$49,909	18	\$53,215.12	\$49,490.05	\$966.07	\$2,759.00	\$836.52	\$966.07	\$55,017.71
\$50,402	19	\$53,795.61	\$50,029.91	\$1,026.38	\$2,739.32	\$836.52	\$1,026.38	\$55,658.51
\$50,917	20	\$54,398.12	\$50,590.24	\$1,087.75	\$2,720.13	\$836.52	\$1,087.75	\$56,322.39
\$51,410	21	\$54,978.61	\$51,130.10	\$1,150.18	\$2,698.33	\$836.52	\$1,150.18	\$56,965.31
\$51,903	22	\$55,559.12	\$51,669.97	\$1,213.68	\$2,675.47	\$836.52	\$1,213.68	\$57,609.32
\$52,397	23	\$56,140.61	\$52,210.76	\$1,278.23	\$2,651.62	\$836.52	\$1,278.23	\$58,255.36
\$52,890	24	\$56,721.12	\$52,750.63	\$1,343.85	\$2,626.64	\$836.52	\$1,343.85	\$58,901.49
\$54,395	25	\$58,313.61	\$54,231.65	\$1,410.53	\$2,671.43	\$836.52	\$1,410.53	\$60,560.66
	26	\$58,826.12	\$54,708.28	\$1,410.53	\$2,707.31	\$836.52	\$1,410.53	\$61,073.17
	27	\$59,338.61	\$55,184.90	\$1,410.53	\$2,743.18	\$836.52	\$1,410.53	\$61,585.66
	28	\$59,851.12	\$55,661.53	\$1,410.53	\$2,779.06	\$836.52	\$1,410.53	\$62,098.17
	29	\$60,363.61	\$56,138.15	\$1,410.53	\$2,814.93	\$836.52	\$1,410.53	\$62,610.66
	30	\$60,876.12	\$56,614.78	\$1,410.53	\$2,850.81	\$836.52	\$1,410.53	\$63,123.17
	31	\$61,388.61	\$57,091.40	\$1,410.53	\$2,886.68	\$836.52	\$1,410.53	\$63,635.66
	32	\$61,901.12	\$57,568.03	\$1,410.53	\$2,922.56	\$836.52	\$1,410.53	\$64,148.17
	33	\$62,413.61	\$58,044.65	\$1,410.53	\$2,958.43	\$836.52	\$1,410.53	\$64,660.66
	34	\$62,926.12	\$58,521.28	\$1,410.53	\$2,994.31	\$836.52	\$1,410.53	\$65,173.17
	35	\$63,438.61	\$58,997.90	\$1,410.53	\$3,030.18	\$836.52	\$1,410.53	\$65,685.66
	36	\$63,951.12	\$59,474.53	\$1,410.53	\$3,066.06	\$836.52	\$1,410.53	\$66,198.17
	37	\$64,463.62	\$59,951.16	\$1,410.53	\$3,101.93	\$836.52	\$1,410.53	\$66,710.67
	38	\$64,974.37	\$60,426.16	\$1,410.53	\$3,137.69	\$836.52	\$1,410.53	\$67,221.42
	39	\$65,474.37	\$60,891.16	\$1,410.53	\$3,172.69	\$836.52	\$1,410.53	\$67,721.42
	40	\$65,887.01	\$61,274.91	\$1,410.53	\$3,201.57	\$836.52	\$1,410.53	\$68,134.06

Additional years past 40 will receive \$413 in additional pay for a Bachelors, Masters or Doctorate

STATE MAJOR MEDICAL INSURANCE PAYMENT

For teachers who participate in the District provided major medical insurance plan, an additional monthly amount of \$546.19 above the State FBA shall be paid toward the teacher's major medical insurance premium cost. (This amount of \$546.19 added to the monthly FBA of \$69.71 totals \$615.90 or 100% of the Health Choice High Option Premium.) This amount will change as the Health Choice High Option premium changes, as required by law.

RETIREMENT CONTRIBUTIONS

The District shall pay the teachers' retirement calculated at 7.5269% of compensation less any amount paid directly by the state as an offset.

J. CERTIFIED ATHLETIC ADDITIONAL DUTY STIPEND TABLE**2020-2021**

Additional Duty Assignment	Amount
Assistant Athletic Trainer	6500.00
Athletic Middle School Coordinator	4500.00
Athletic Trainer	10000.00
Baseball Assistant Coach	2600.00
Baseball Head Coach	6550.00
Baseball Middle School Assistant Coach	1500.00
Baseball Middle School Head Coach	2200.00
Basketball Assistant Coach	3400.00
Basketball Assistant Boys 9th Coach	1800.00
Basketball Assistant Boys Coach	3400.00
Basketball Assistant Girls 9th Coach	1800.00
Basketball Head Boys 9th Coach	2450.00
Basketball Head Boys Coach	8100.00
Basketball Head Girls 9th Coach	2450.00
Basketball Head Girls Coach	8100.00
Basketball Middle School Boys 7th Assistant Coach	1600.00
Basketball Middle School Boys 7th Head Coach	2250.00
Basketball Middle School Boys 8th Assistant Coach	1600.00
Basketball Middle School Boys 8th Head	2250.00
Basketball Middle School Girls 7th Assistant Coach	1600.00
Basketball Middle School Girls 7th Head Coach	2250.00
Basketball Middle School Girls 8th Assistant Coach	1600.00
Basketball Middle School Girls 8th Head	2250.00
Cheer Head Coach	3500.00
Cheer High School Assistant Coach	1500.00
Cheer Middle School Coach	1300.00
Cross Country Boys Assistant Coach	1650.00
Cross Country Boys Head Coach	2850.00
Cross Country Girls Assistant Coach	1650.00
Cross Country Girls Head Coach	2850.00
FCA Sponsor	2500.00
Football Assistant Coach (9th) or (10th-12th)	3950.00
Football Defensive Coordinator	4550.00
Football Head Coach (10th-12th)	20000.00
Football Head Coach (9th)	4700.00
Football Middle School Coach	3050.00
Football Offensive Coordinator	4550.00
Golf Head Boys Coach	3000.00
Golf Head Girls Coach	3000.00
Golf Middle School Boys Coach	1550.00
Golf Middle School Girls Coach	1550.00
Pom Head Coach	3500.00
Pom High School Assistant Coach	1500.00
Pom Middle School Coach	1300.00
Powerlifting Coach	1000.00
Soccer Goalie Specialist	2500.00
Soccer Head Assistant Boys Coach	2700.00
Soccer Head Assistant Girls Coach	2700.00
Soccer Head Boys Coach	4550.00

Soccer Head Girls Coach	4550.00
Soccer JV Boys Head Coach	2500.00
Soccer JV Girls Head Coach	2500.00
Soccer Middle School Assistant Boys Coach	1500.00
Soccer Middle School Assistant Girls Coach	1500.00
Soccer Middle School Head Boys Coach	2200.00
Soccer Middle School Head Girls Coach	2200.00
Softball Fast Pitch Assistant Coach	2600.00
Softball Fast Pitch Head Coach	6550.00
Softball Middle School Fast Pitch Assistant Head Coach	1200.00
Softball Middle School Fast Pitch Head Coach	2200.00
Softball Middle School Slow Pitch Assistant Head Coach	1200.00
Softball Middle School Slow Pitch Head Coach	2200.00
Softball Slow Pitch Assistant Coach	2500.00
Softball Slow Pitch Head Coach	4100.00
Strength and Conditioning Coach	10000.00
Summer Conditioning – Baseball	3500.00
Summer Conditioning - Boys Basketball	3500.00
Summer Conditioning – Boys Soccer	3500.00
Summer Conditioning – Cross Country Combined Boys/Girls	3500.00
Summer Conditioning - Football	4550.00
Summer Conditioning - Girls Basketball	3500.00
Summer Conditioning – Girls Soccer	3500.00
Summer Conditioning – Softball	3500.00
Summer Conditioning – Volleyball	3500.00
Summer Conditioning - Wrestling	3500.00
Swim Boys Assistant Coach	1400.00
Swim Boys Head Coach	4000.00
Swim Girls Assistant Coach	1400.00
Swim Girls Head Coach	4000.00
Tennis Assistant Boys Coach	1400.00
Tennis Assistant Girls Coach	1400.00
Tennis Head Boys Coach	3100.00
Tennis Head Girls Coach	3100.00
Tennis Middle School Boys Coach	1400.00
Tennis Middle School Girls Coach	1400.00
Track Assistant Boys Coach	2000.00
Track Assistant Girls Coach	2000.00
Track Head Boys Coach	3950.00
Track Head Girls Coach	3950.00
Track Middle School Girls Coach	1800.00
Track Middle School Girls Coach	1800.00
Volleyball Assistant Coach	1950.00
Volleyball Head Coach	4500.00
Volleyball Middle School Coach	1550.00
Wrestling Assistant Coach	2950.00
Wrestling Head Coach	6950.00
Wrestling Middle School Assistant Coach	1850.00
Wrestling Middle School Head Coach	2600.00
* Any coach or sponsor in charge of more than one group will receive stipend for each group.	
** Any coach or sponsor who split additional duty responsibilities may receive a pro-rated rate if the stipend amount was designated with the intent to be performed three or more periods of the day.	

K. CERTIFIED NON-ATHLETIC ADDITIONAL DUTY STIPEND TABLE**2021-2022**

Additional Duty Assignment	Amount
STEPS Mentoring Program	200.00
Counselor - Elementary	1150.00
Counselor - Middle School	2000.00
Counselor - EHS	3000.00
District Specialist – (1 PE, 1 Music, 1 Library Media)	2800.00
Department Head – Middle School or High School Math, ELA, Science, Social Studies	600.00
Department Chair – High School (Math, ELA, Science, Social Studies)	800.00
Department Chair – Secondary Special Education	800.00
Academic Bowl Sponsor with one hour off	950.00
Head Nurse	2000.00
School Nurse	950.00
Speech Pathology	4050.00
Psychologist	4200.00
Instructional Media Facilitator	800.00
Traveling (3-5 buildings)	1900.00
Traveling (more than 6 buildings)	2300.00
Psychometrist	3000.00
Special Olympics Athletic Coordinator	550.00
Special Olympics Co-Sponsor	550.00
Elementary Safety Patrol	350.00
Elementary Honor Choir	400.00
Elementary Yearbook	500.00
Middle School Band	3100.00
Middle School Lead Guitar	1550.00
Middle School Orchestra (per site)	1550.00
Middle School Vocal Music	1550.00

Additional Duty Assignment	Amount
Middle School Play/Assembly/Speech	1050.00
Middle School Honor Society	450.00
Middle School Academic with one hour off	800.00
Middle School Academic without one hour off	1300.00
Middle School Yearbook	700.00
Middle School Newspaper	550.00
Middle School Student Council	700.00
Middle School Band Assistant	2350.00
Middle School Jazz Band	550.00
Middle School Student Council Shared	350.00
Middle School Contest Speech-Theater	1050.00
High School Vocal Music	3750.00
High School Vocal Music Assistant	2300.00
High School Vocal Music Director - 9th	1900.00
High School Vocal Music Assistant - 9th	1100.00
High School Band Director	6600.00
High School Assistant Band Director	3800.00
High School Jazz Band Assistant	550.00
High School Band Director - 9th	2550.00
High School Band Assistant - 9th	1500.00
High School Jazz Band Director - 9th	800.00
High School Jazz Band Assistant - 9th	550.00
High School Lead Guitar – 3 sections or more	3300.00
High School Lead Guitar – less than 3 sections	1650.00
High School Musical	750.00
High School Orchestra	3300.00
High School Orchestra Assistant	2300.00
High School Orchestra Director - 9th	1900.00
High School Orchestra Assistant - 9th	1300.00

Additional Duty Assignment	Amount
High School Yearbook	1650.00
High School Newspaper	1300.00
High School Speech	2300.00
High School Student Council/Leadership	1900.00
High School Drama	2650.00
High School Assembly Director	1100.00
High School Astronomy	650.00
High School Academic/Constitution Team without one hour off	1550.00
High School Marching Band Assistant	2550.00
High School Band Jazz	800.00
High School FCCLA Co-Sponsors	400.00
High School National Honor Society	950.00
High School Jr./Sr. Sponsors (6Jr/6Sr)	400.00
*Any coach or sponsor in charge of more than one group will receive stipend for each group. ** Any coach or sponsor who split additional duty responsibilities may receive a pro-rated rate if the stipend amount was designated with the intent to be performed three or more periods of the day.	

APPENDIX A

REQUEST FOR PERSONAL BUSINESS LEAVE

NAME _____ SCHOOL _____

DATE(S) TO BE ABSENT FROM WORK _____

REASON FOR LEAVE: (CIRCLE ONE)

PERSONAL

LEGAL

BUSINESS

TEACHER'S SIGNATURE DATE

PRINCIPAL'S SIGNATURE DATE

LEAVE FOR PERSONAL BUSINESS:

Upon filing the proper form with the building principal, leave for personal business shall be granted according to the following policy:

ABSENCE FOR REASON OF PERSONAL BUSINESS:

Each teacher may use three (3) school days per year (non-cumulative) for personal matters which cannot be handled at any time other than during a school day. Teachers must notify building principal at least forty-eight (48) hours in advance. If it is necessary for a teacher to take more than three (3) days off, 1/185 of contractual salary will be deducted for each day of absence after the first three (3).

GUIDELINES REGARDING PERSONAL BUSINESS LEAVE:

The three (3) school days allowed for personal business are not to be used the day before or day after a vacation period, not to be used to extend sick leave, not to be used during the first five (5) contract days and/or the last five (5) contract days. Exceptions to restrictions on personal leave may be granted by the Administration for special circumstances on an individual basis.

Date submitted to supervisor: _____ Date submitted to ASEOP: _____

FORMAL GRIEVANCE PROCEDURE FORM

TYPE OR PRINT IN INK

Date Filed _____

Grievant _____ School _____

Subject or Grade Taught _____

Years in School System _____

Enid Education Association Grievance Representative:

Principal: _____

Level One

(To be completed by the Grievant within five (5) school days after the Principal's answer to the Grievant at the informal level.)

Step One

Statement of Grievance:

Step Two

Action Requested:

Signature of Grievant

Level One Continuation

Step Three

Decision of Principal: (To be returned to Grievant within five (5) school days of receipt of grievance.)

Date

Signature of Principal

Further Action Requested: (To be filed within ten (10) school days of the Principal's decision.)

Date

Signature of Grievant

LEVEL TWO

1. Date Received by Superintendent _____

2. Date of Hearing by Superintendent _____

3. DECISION OF SUPERINTENDENT: (To be returned to Grievant within ten (10) school days after hearing the grievance.)

Date Signature of Superintendent

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4. FURTHER ACTION REQUESTED: (To be filed within ten (10) days after date of Superintendent's decision.)

\_\_\_\_\_  
Date                      Signature of Grievant

\_\_\_\_\_  
~~~~~

LEVEL THREE

1. Date Received by Board of Education _____

2. Date of Hearing by Board of Education _____

3. DECISION OF BOARD OF EDUCATION: (To be returned to Grievant within fifteen (15) school days after hearing the grievance.)

Date Signature of Board President

APPENDIX C

Standards of Performance and Conduct for Teachers

The following standards of conduct for teachers are adopted pursuant to HB 1017, 70 O.S. Supp. 1990 ss 6-101, 21 & 22. Teachers shall also be bound to follow the state rules, regulations, and statutes associated with TLE.

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, parents, 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 statements about a colleague,
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

PRINCIPLE III

Pursuant to The Teacher Due Process Act of 1990, a career teacher may be dismissed or not re-employed for:

1. Willful neglect of duty.
2. Repeated negligence in performance of duty.
3. Mental or physical abuse to child.
4. Incompetency.
5. Instructional ineffectiveness.
6. Unsatisfactory teaching performance.
7. Any reasons involving moral turpitude.

APPENDIX C continued

8. A teacher convicted of a felony shall be dismissed or not re-employed unless a presidential or gubernatorial pardon has been issued.
9. A teacher may be dismissed, refused employment or not re-employed 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 of criminal sexual activity.
(70-6-101.22)

**ENID PUBLIC SCHOOLS
CATASTROPHIC LEAVE BANK
DONATION FORM**

NAME: _____ Date: _____

According to the Enid Public School's Negotiated Contract:

After exhausting all personal sick leave, a teacher may request up to ten (10) days through the Catastrophic Leave Bank. After using the initial ten (10) days, up to an additional ten (10) days may be requested from the Catastrophic Leave Bank. The second request for assistance may be made and shall be granted upon verification of need by the Enid Education Association's Catastrophic Leave Bank Committee.

When all catastrophic leave days granted through the Association are exhausted, the teacher shall then be made eligible for extended catastrophic leave as specified by state law.

- I agree to donate one (1) day of my personal sick leave to the EPS Catastrophic Leave Bank for the current school year.
- I understand that I must donate one (1) day of my personal sick leave to be eligible to draw from the Catastrophic Leave Bank for the current school year.
- I understand that I must sign this form and return it before the September payday of the current school year.
- I understand that I will be notified if the one (1) day I donated to the Catastrophic Leave Bank is used during the current school year.
- I understand that if the one (1) day I donated to the Catastrophic Leave Bank for the current school year is not used, I have retained that one (1) day as part of my personal sick leave.
- I understand that all unused donation forms will be destroyed at the end of the school year.

Signature

School

Verification that your donation was received will be sent to you by school email. To assure that you will receive verification, please print your school email address on the line below.

@enidk12.org

School email address

Note: This form may be given to your EEA Building Representative who will forward it to the Catastrophic Leave Bank Committee. **Forms received after the September payday deadline, will not be accepted.**

Enid Public Schools

Catastrophic Leave Bank Request Form

I am requesting _____ catastrophic leave days from the Enid Education Association's Catastrophic Leave Bank (Limit 10).

If additional days are still needed, up to (10) more days may be requested by submitting this form to the Enid Education Association's Catastrophic Leave Bank Committee.

Attach a doctor's letter with medical reasons for the use of days from the Catastrophic Leave Bank.

Reason for Request: _____

Dates requested: _____ to _____

Teacher's Name _____

Teacher's School _____

Teacher's Signature
Catastrophic Leave Bank Procedures:

Date Submitted

1. Teacher must use all personal sick leave days.
2. Teacher must apply for up to ten (10) days from the Catastrophic Leave Bank. (Completing this form and submitting a doctor's letter).
3. Teacher must make a second application for up to ten (10) days from the Catastrophic Leave Bank. (Completing this form and submitting a doctor's letter).

Return this form and accompanying doctor's letter to the EEA President

VERIFICATION OF EMERGENCY LEAVE

NAME _____ SCHOOL _____

DATE(S) ABSENT FROM WORK _____

REASON FOR LEAVE: (CHECK ONE)

PROFESSIONAL STAFF EMPLOYEES ARE ALLOWED TWO (2) DAYS EMERGENCY LEAVE PER YEAR. THESE DAYS SHALL NOT BE CHARGEABLE TO SICK LEAVE AND WILL BE NON-CUMULATIVE. THESE DAYS MAY BE USED ONLY FOR EMERGENCY PURPOSES. SUCH EMERGENCIES ARE DEFINED AS:

_____ a personal disaster

_____ a non-injury accident

_____ serious illness of a relative or friend not covered by sick leave

_____ unusual and unforeseen circumstances within the immediate family

THE ABOVE AND ANY OTHER REASONS ARE SUBJECT TO ADMINISTRATIVE APPROVAL.

Teacher's Signature Date

Principal's Signature Date

To be completed within 7 working days.

A GUIDE FOR EPS PRINCIPALS

CONTRACT versus STATUS



Changes are coming!

Brought to you by the
EPS HR & Communications Department

For more information, please visit the Oklahoma State Department of Education website.

Those hired before 2017-18		Those hired in 2017-18 or later	
Contract	Status	Contract	Status
Year 1: Temporary	Probationary	Year 1: Temporary	Probationary
Year 2: Temporary	Probationary	Year 2: Temporary	Probationary
Year 3: Regular	Probationary	Year 3: Regular	Probationary
Year 4: Regular	Career	Year 4: Regular	Career
Year 5: Regular	Career	Year 5: Regular	Career
Year 6: Regular	Career	Year 6: Regular	Career

Career
Effective or higher on TLE starting Year 5 fourth year (5th year) with position

Career
May be promoted on TLE for two out of three years

Contract Type describes the contractual relationship the employee has with the district.

Types of Contracts:

- Pending Certification (PC)**
This contract is for teachers who do not yet have Oklahoma certification and will not be paid as a teacher until they do.
- Temporary Year 1 (CT1)**
This contract is for teachers who are in their first year with the district. The contract automatically terminates at the end of the school year, and they do not have a right to a contract the following year.
- Temporary Year 2 (CT2)**
This contract is for teachers who are in their second year with the district. The contract automatically terminates at the end of the school year, and they do not have a right to a contract the following year.
- Regular Contract (RK)**
This contract is for teachers who are in their third year with the district or longer. They have the right to a position the following year, unless there is reason for non-reemployment or dismissal under Oklahoma state law. (Please see status information.)
- Retiree Contract (CTR)**
This contract is for teachers who are collecting retirement from the Oklahoma Teacher Retirement System. Under state law, it is a one-year contract that must be renewed annually, at the mutual agreement of the teacher and the district. They must also follow state laws about salary caps.

Changes to TLE Timeline

The following options have been added to the TLE observation/evaluation timeline:

Probationary Teachers

Observation First Quarter

Observation Second Quarter

Observation Third Quarter

Evaluation Fourth Quarter

Career Teachers

Observation Fall

Observation Spring

Evaluation Before the End of the Year

Face-to-face conference required with each step of the process.

Teacher Status describes whether or not a teacher has met the statutory requirements to become a Career Teacher and benefit from the rights it guarantees.

Types of Statuses:

Probationary
Teachers are probationary until they have completed three years with the district (if they were hired before 2017-18). Oklahoma law requires that they be observed three times with one final evaluation. They may be non-reemployed or terminated for cause, which includes being rated "ineffective" for two consecutive years or failing to earn career status within four years.

The rules have changed for those who were hired in 2017-18 or later. In order to move from probationary to career status, they must:

- Complete three years of teaching with the district and score "superior" on the TLE two out of the three years.
- Complete four years of teaching with the district and score "effective" on the TLE the third and fourth year of teaching.

If the two options above are not achieved, the principal can petition to advance the teacher to career status. The change requires the approval of the Superintendent and Board of Education.

Career
Teachers earn career status when they have completed three years with the district (if they were hired before 2017-18). Oklahoma law requires, in most cases, that they be observed twice annually with one final evaluation. If they score "highly effective" or "superior" on the TLE, their supervisor is required to evaluate them only every three years.

Oklahoma statute outlines the following reasons for the dismissal or non-reemployment of a career teacher: willful neglect of duty; repeated negligence in performance of duty; mental or physical abuse to a child; incompetency; instructional ineffectiveness; unsatisfactory teaching performance; commission of an act of moral turpitude; or abandonment of contract.

Career teachers may also be dismissed for:

- Earning a TLE score of "ineffective" for two consecutive years.
- Earning a TLE score of "needs improvement" for three consecutive years.

All teachers may be dismissed or not re-employed if they are convicted of a felony and/or are placed on a sexual offender registry while employed.

ALL recommendations for dismissal or non-reemployment must comply with the Teacher Due Process Act of 1990, which includes opportunities for improvement and the right to a board hearing.



The guidelines outlined in this document are mandated by the Oklahoma State Department of Education and Oklahoma's education laws.

Certified Procedural Agreement

PREFACE

The Agreement governs the wages, hours, fringe benefits and other terms and conditions of employment which have been negotiated by the Association on behalf of all actual full-time and part-time employees of the Board who are required by the positions in which employed to be licensed or certified as teachers or entry-year teachers (certified personnel) as defined by law, and who do not hold supervisory authority with respect to other teachers employed by the Board. Full-time and part-time teachers, including counselors, school nurses; librarians/media specialists, special teachers and other professional educators performing in similar positions shall be in the bargaining unit. All certified personnel who are governed by this Agreement shall be referred to as teachers.

The Enid Board of Education (hereinafter referred to as the “Board”), and Enid Education Association – Classroom Teachers Association (hereinafter referred to as the “Association”) hereby enter into the following agreements regarding negotiations.

1. **RECOGNITION**. Based upon evidence acceptable to the Board, that the Association represents the majority of those in the bargaining unit and is the sole and exclusive representative for employees who are required to be licensed or certified teachers or entry year teachers, as those defined in Oklahoma Law, and who do not hold supervisory authority with respect to other teachers in the district. Any person who does who does not wish to be represented may so state in writing to the Board.
2. **RIGHT TO JOIN OR NOT TO JOIN**. As a condition of employment, members of the bargaining unit have a right to join, participate in, and assist the association, and the right to refrain from such activities.
3. **SCOPE OF BARGAINING**. The Board and Association shall bargain in good faith on wages, hours, fringe benefits, and other terms and conditions of employment of the members of the bargaining unit. To bargain in good faith shall mean both parties must be willing to consider proposals in an effort to find a mutually satisfactory basis for agreement and must be willing to discuss their respective proposals. If either party objects to the other’s contract proposal, the objecting party must support its objections with rationale. The Board retains and reserves unto itself, without limitations, all powers, rights and authority conferred upon and vested in it by State and Federal Law, including the right to make policy, rules and regulations which are not inconsistent with the Negotiated Agreement. 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 budget, the organizational structure of the schools and the selection of personnel.
4. **DURATION OF AGREEMENT**. The 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. In the event the Association disbands or otherwise ceases to be the recognized bargaining agent, this Agreement shall be null and void.
5. **SEVERABILITY**. The Board and Association agree to abide by all applicable statutes, rules and regulations, and decisions of courts of competent jurisdiction. Should any provision of this Agreement become null and void by statute or as a result of a decision of a court of competent jurisdiction, such provision shall be severed from the Agreement, but all remaining provisions shall continue in full force and effect for the term or duration of the Agreement.
6. **EXCLUSIVITY AND SUPERSESSON**. This Agreement constitutes the full and complete agreement between the Board and the Association with respect to collective bargaining procedures, and it excludes and supersedes any previously bargained agreements between the parties on the subject of bargaining procedures.

7. **BARGAINING TEAMS.** No more than five (5) designated representatives of the Board will meet with no more than five (5) representatives of the Association, one (1) from each team shall serve as the spokesperson, and the other party shall be informed of these representatives. All bargaining shall take place exclusively between the designated representatives of the parties. Both bargaining teams shall have the right to call upon any competent person or organization to assist them in considering matters presented for negotiation and to solicit the services of educational consultants to better inform themselves of the merits of any subject of negotiation. Each party shall have authority, at its own discretion, to designate a different member of its team as spokesperson upon written notification. Other parties may be permitted to be present only by mutual agreement of the parties.
8. **OPENING NEGOTIATION.** Upon written request of either party to open negotiations, representatives of the parties shall meet as early as mutually acceptable, but not more than thirty (30) days from the written request to open negotiations. Such request shall be made between January 1st and February 28th of each ensuing year. If no such request is made during this time period, negotiations will not take place for the ensuing year. All proposals shall be presented in writing at the first meeting unless a later date for such proposals is agreed to by both parties. Subsequent proposals may only be submitted upon mutual agreement of the parties. All meetings shall be at times and places mutually agreed to and shall not exceed three hours, unless extended by mutual agreement. At each session the bargaining teams shall establish the time, place, date, and agenda for subsequent sessions.

Except by mutual agreement of the spokespersons, all bargaining meetings shall be held in closed session, unless both teams agree to the contrary, and shall not be electronically recorded.
9. **EXCHANGE OF INFORMATION.** Upon written request, the parties shall provide each other with non-confidential available information regarding items under negotiation.
10. **INFORMATION RELEASES.** All parties involved agree to preserve the confidential nature of the matters discussed during the course of the meetings however, both teams shall reserve the right to discuss the current position on any items with professional colleagues or organizations such as O.E.A. or O.S.S.B.A. These organizations agree to preserve the confidential nature of the meetings.
11. **ALL AGREEMENTS.** All items shall be disposed of by June 30, in one of the following manners: (1) by tentative agreement, (2) by agreement to drop the item(s). If the teams are unable to reach agreement by July 1, an interim agreement may be entered into by the Board and Association. This agreement will carry forward the previous contract. When agreement is reached between the teams on all proposals, the proposed Agreement shall be reduced to writing. The members of each team and other active participants agree to support any agreement reached during the meetings. The proposed agreement shall be submitted and recommended first to the Association for ratification. After

ratification by the Association, the agreement shall be recommended to the Board or its authorized agents. Upon approval and after necessary action by the Board or its authorized agents, the terms of the agreement shall be implemented.

12. **MEDIATION SERVICES.** If bargaining representatives for the Board and Association are unable to reach tentative agreement on any or all bargaining issues, the parties may seek mediation services provided by the Federal Mediation and Conciliation Service (FMCS), an agency of the U.S. Government, or, by mutual agreement by other organizations or persons offering mediation services. All costs related to mediation services shall be shared equally by the parties.

13. **FACT-FINDING PROCEDURES.** If bargaining representatives for the Board and Association are unable to reach tentative agreement on any or all bargaining issues by the first day of school, an impasse shall exist and all remaining unresolved issues shall be referred to a three (3) member fact finding committee in accordance with applicable Oklahoma statutes, provided that either party shall be free to make a written declaration of impasse prior to that date. The parties may mutually agree to extend the impasse deadlines.

The fact-finding committee shall consist of: (a) one (1) fact-finder selected by the Association with written notice given to the Board within five (5) calendar days after declaring impasse; (b) one (1) fact-finder selected by the Board with written notice to the Association with five (5) calendar days after declaring impasse; and (c) the chairperson selected from the State Superintendent of Public Instruction's list of fact-finders. The bargaining spokespersons for the Board and Association shall, within five (5) calendar days of the existence of the impasse, transmit a written request bearing both their signatures to the State Superintendent of Public Instruction for a list of five (5) potential fact-finders.

Within five (5) calendar days of receipt of the list provided by the State Superintendent of Public Instruction or designee, the bargaining spokespersons for the Board and Association shall select the fact-finder. If unable to agree upon a fact-finder from the list of five (5) potential fact-finders, the Board and Association bargaining spokespersons or their designees shall execute a coin toss the loser of which shall be first to strike one (1) name, and continuing in the same order until but one (1) name is left, such person to serve as chairperson of the three (3) member fact-finding committee.

The Board shall be responsible for all expenses of its selected fact-finder, as shall the Association for its selected fact finder. The Board and the Association shall share equally in the expenses of the chairperson and in all other expenses accruing from fact-finding.

Within five (5) calendar days of the selection of the chairperson, the representatives who have been negotiating for the Board and Association meet to exchange written language stating their positions on the issues at impasse, and further, shall combine three (3) copies each of their written language in a sealed packet for transmittal to the chairperson for committee distribution.

The chairperson shall schedule and hold an initial private meeting of the fact-finding committee, at which he/she shall open the sealed packet and make distribution of

the respective parties' written language on the issues. The committee shall conclude a "Fact-Finding Committee Convention Agreement," in which rulings shall be issued concerning: (1) the date, time, and place of the fact-finding hearing; (2) fact-finding hearing procedures; (3) rules for the calling and questioning of witnesses, as well as the presentation of other documentary and oral evidence; (4) the order of consideration of the bargaining issues in dispute; (5) post-hearing committee meetings and procedures; (6) pre-and post-hearing communications between and among fact-finders and bargaining representatives for the parties; (7) standards of content for the fact-finding committee report; and (8) any other matters deemed important to the conduct of a fair and orderly fact-finding. A properly executed copy of the "Fact-Finding Convention Agreement" shall be transmitted to the bargaining spokespersons for receipt no later than five (5) calendar days prior to the holding of the fact-finding hearing.

The committee shall schedule and hold the fact-finding hearing and within twenty (20) calendar days of the chairperson's selection, simultaneously submit a report, to include written recommendations, to the bargaining spokespersons for the Board and the Association.

The Board shall file a copy of the fact-finding committee report with the office of the State Superintendent of Public Instruction within fourteen (14) calendar days of its own receipt of such report and shall provide the Association with a copy of that report.

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

If the effort to resolve differences is successful, the Board and Association shall draft a tentative collective bargaining agreement subject to final ratification or approval by each party. An original copy of such agreement, when duly ratified or approved by both parties, signed by the President and bargaining spokesperson for the Board and the President and bargaining spokesperson for the Association, dated and notarized, shall also be forwarded to the office of the State Superintendent of Public Instruction by the Board within fourteen (14) calendar days of its execution, with the Board providing a copy to Association.

If the effort to resolve differences is unsuccessful in whole or part, the Board shall forward in writing to the office of the State Superintendent of Public Instruction its final disposition of the collective bargaining impasse within fourteen (14) calendar days of the effective date of the disposition's implementation, with the Board providing a copy to the Association.

POLICY ON SEXUAL HARASSMENT

State and federal law specifically prohibit sexual harassment of employees and students in connection with their employment by or enrollment in the Enid School District. This policy will set forth the rules and regulations to be followed by all students, employees and Board members of the School District with regard to the issue of sexual harassment:

- 1) "Employee" means any person who is authorized to act in behalf of the School District, whether that person is acting on a temporary or permanent basis, with or without being compensated, or on a full-time or part-time basis and including board members and school volunteers.
- 2) "Student" means any person who is enrolled in any school or program of the School District.
- 3) In the case of an employee of the School District, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature by one employee towards another employee which (a) is made an explicit or implicit term or condition of an employee's employment, or (b) is used as a basis for employment decisions affecting that employee or (c) has the purpose or effect of unreasonably interfering with an employee's work performance, or creating an intimidating, hostile or offensive working environment.
- 4) In the case of a student of the School District, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors and other unwelcome verbal, nonverbal or physical conduct of a sexual nature by any person towards a student or conduct that denies or limits, on the basis of sex, a student's ability to participate in or to receive benefits, services or opportunities in the School District's programs. Age appropriate examples of the kinds of things that can constitute prohibited sexual harassment shall be communicated to the students.
- 5) All students, employees and Board members are strictly prohibited from engaging in any form of sexual harassment of any student, employee, applicant for employment, vendor representative or patron of the School District. Any employee engaging in sexual harassment is subject to disciplinary action, including but not limited to suspension, demotion, forfeiture of pay or benefits and termination. Such penalties shall be imposed based on the facts taken as a whole and the totality of the circumstances such as the nature, extent, context and gravity of such activities or incidents.
- 6) Any student engaging in sexual harassment is subject to any and all disciplinary action which may be imposed under the School District's Student Discipline Code.
- 7) Any employee or student who is or has been subjected to sexual harassment or knows of any student or employee who is or has been subjected to sexual harassment shall immediately report all such incidents to either the superintendent, assistant superintendent, principal,

assistant principal, or any Board member of the School District. If the report of an incident needs to be made after normal school hours, the above listed individuals may be contacted at home. It is preferred that all such reports be made in person or in writing signed by the reporting party, including but not limited to a Title IX grievance form. However, in order to encourage full, complete and immediate reporting of such prohibited activities any person may report such incidents in writing and anonymously by mailing such reports to the personal attention of any of the above-designated persons. All such reports should state the name of the alleged harassing student, employee or board member, the person(s) being harassed, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and any other information necessary to a full report and investigation of the matter.

- 8) Any employee who is subjected to job related sexual harassment is entitled to protection under Title VII of the Civil Rights Act of 1964 and the Oklahoma Anti-Discrimination Act and may report such incidents to the United States Equal Employment Opportunity Commission or the Oklahoma Human Rights Commission.
- 9) The superintendent, assistant superintendent, principal, assistant principal, and any Board member of the School District, upon receiving a report (formal or informal) of sexual harassment shall do the following as quickly as reasonably possible:
 - a) obtain a statement, oral or written, from the individual who is alleged to have been sexually harassed which contains information necessary to conduct a full investigation of the matter. This information should include, but is not limited to, the name of the alleged harasser, the person(s) being harassed, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and the names of any witnesses;
 - b) take reasonable and age appropriate, effective steps to separate and protect the individual who is allegedly being sexually harassed from the alleged harasser, until the matter can be fully investigated and the appropriate remedial steps taken;
 - c) keep the individual who is allegedly being sexually harassed reasonably apprised, to the extent allowed under federal and state privacy laws and regulations, of the investigation and the actions taken as a result of the investigation;
 - d) conduct a full and complete investigation, to the extent reasonably possible and appropriate to the age of those involved, regarding the alleged sexual harassment, which would include, but not be limited to, interviewing the individual allegedly harassed, any witnesses, review of any supporting documents, and interviewing the alleged harasser;

- e) based on good judgment, common sense and the facts, as revealed by the investigation, taken as a whole and the totality of the circumstances, such as the nature, extent, age of those involved, context and gravity of such activities or incidents, take or recommend the taking of appropriate and effective measures reasonably calculated to end the harassment and prevent a reoccurrence, including but not limited to, as to employees, suspension, demotion, forfeiture of pay or benefits, termination or reassignment.
- 10) During and after the investigation, confidentiality shall be maintained, as far as reasonably possible; provided however, nothing in this policy shall preclude public disclosure of any information of a personal or confidential nature during the course of any suspension, dismissal or nonrenewal hearing or in any litigation.
- 11) It is the School District's position that any person filing or complaining of sexual harassment or participating in any way in any investigation of a sexual harassment claim under this policy shall not be subjected to any form of reprisal, retaliation, intimidation or harassment. The School District will discipline or take appropriate action against any student, employee, agent or representative of the School District who is determined to have engaged in such retaliatory behavior.

This policy is adopted this ____ day of _____, _____, and is effective immediately with its adoption.

REFERENCE: Title VII of the Civil Rights Act of 1964
42 U.S.C. §2000e-2
29 C.F.R. §1604.1, et seq.

CROSS-REFERENCE:

Policy DO, Termination, Certified Teachers

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**GRIEVANCE PROCEDURE FOR FILING, PROCESSING
AND RESOLVING ALLEGED DISCRIMINATION COMPLAINTS**

1. DEFINITIONS

- a) **Discrimination Complaint:** A written complaint alleging any policy, procedure or practice which discriminates on the basis of race, color, national origin, sex (including sexual harassment), religion, age or disability.
- b) **Grievant:** Any person enrolled in or employed by the School District who submits a complaint alleging discrimination based on sex (including sexual harassment), race, color, national origin, religion, age or disability. Sexual harassment is a prohibited type of sexual discrimination under Title IX for which a grievance under this policy can be filed with the Title IX Coordinator. For purposes of any complaint alleging a violation of Section 504, in addition to those identified as possible grievants in this paragraph, members of the public may also be potential grievants. For purposes of this policy, a parent or guardian's complaint or grievance shall be handled in the same manner as a student's complaint would be.
- c) **Title IX, ADA, Title VI and VII and 504 Coordinator(s):** The person(s) designated to coordinate efforts to comply with and carry out responsibilities under Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, Titles VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973 and any other state and federal laws addressing equal educational opportunity. The Coordinator under Title IX, ADA, Title VI and VII and 504 is responsible for processing complaints and serves as moderator and recorder during hearings. The Coordinator of each statutory scheme may be the same person or different persons.
- d) **Respondent:** The person alleged to be responsible for the alleged discrimination contained in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.
- e) **Day:** Day means a working day when the School District's main administrative offices are open. The calculation of days in complaint processing shall exclude Saturdays, Sundays and legal holidays.

2. PRE-FILING PROCEDURES

Prior to the filing of a written complaint, the student or employee is encouraged to visit with the building principal or the District's Title IX, ADA, Title VI and VII or 504 Coordinator, as applicable, and reasonable effort should be made at this level to resolve the problem or complaint.

3. FILING AND PROCESSING DISCRIMINATION COMPLAINTS

- a) The Grievant submits a written complaint to the Coordinator, as applicable, stating the basis, nature and date of the alleged discrimination, the names of persons responsible (where known) and requested action. If the applicable Coordinator is the person alleged to have committed the discriminatory act(s), then the complaint should be submitted to the Superintendent for assignment. Complaints must be submitted within 30 days of alleged violation or date Grievant has become knowledgeable of alleged violation. Complaint forms are available from the offices of the District's Title IX, ADA, Title VI and VII and 504 Coordinators.

- b) The Coordinator conducts an investigation within 10 days of receiving the complaint, to the extent reasonably possible, which may include but not be limited to, interviewing the Grievant, any witnesses, review of documents and interviewing the Respondent. The Coordinator will ask the Respondent to a. confirm or deny facts; b. indicate acceptance or rejection of the Grievant's requested action; and c. outline alternatives.

As to complaints of discrimination by students and school employees, the Coordinator will disclose the complaint, the identity of the Grievant and information regarding the person who allegedly committed the discriminatory act only to the extent necessary to fully investigate the Grievant and only when the disclosure is required or permitted by law. If a complainant wishes to remain anonymous, the Coordinator will advise him or her that such confidentiality may limit the School District's ability to fully respond to the complaint. If a Grievant asks to remain anonymous, the Coordinator will still proceed with its investigation.

- c) The Respondent will submit a written answer within 10 days to the applicable Coordinator.
- d) Within 5 days after receiving Respondent's answer, the applicable Coordinator will refer the written complaint and Respondent's written answer to the Principal or Other Designee for a hearing. If any person charged with decisionmaking responsibility at any level of this grievance procedure is the person alleged to have committed the discriminatory act(s), then a different decisionmaker will be appointed to maintain impartiality. The Coordinator will schedule the hearing with the Grievant, the Respondent, the Principal or Other Designee. The hearing will be conducted within 10 days after the Coordinator receives Respondent's answer.
- e) At the hearing, the Principal or Other Designee will review the information collected through the investigation and may ask for additional oral or written evidence from the parties and any other individual he or she deems relevant. The applicable Coordinator will make arrangements to audiotape any oral evidence presented. In circumstances involving allegations of sexual harassment, the Coordinator may determine that it is appropriate and reasonable to separate the individual who is allegedly being sexually harassed from the alleged harasser in the hearing.
- f) Within 5 days after the hearing, the Principal or Other Designee will issue a written decision to the Grievant, Respondent and applicable Coordinator.
- g) If the Grievant or Respondent is not satisfied with the decision, he or she must notify the applicable Coordinator within 5 days and request, in writing, an appeal to the Superintendent. The written appeal shall contain a specific statement of the basis for the appeal.
- h) Within 5 days after receiving the appeal, the applicable Coordinator will refer the appeal and the evidentiary record created below to the Superintendent. The applicable Coordinator will schedule a hearing with the Grievant, Respondent and Superintendent within 10 days of receiving the appeal.
- i) The Superintendent will act as an intermediate level of appeal by reviewing the Principal or Other Designee's decision and the oral and written evidence presented below and making a decision. At the hearing, the Superintendent may ask for additional oral or written evidence from the parties and any other individual he or she deems relevant. The applicable Coordinator will make arrangements to audiotape any oral evidence presented.

- j) Within 5 days after the hearing, the Superintendent will issue a final decision in writing to all parties involved.
- k) If the Grievant or Respondent is not satisfied with the decision, he or she must notify the applicable Coordinator, in writing, within 5 days and request an appeal to the Board of Education. The written appeal shall contain a specific statement of the basis for the appeal.
- l) The applicable Coordinator will notify the Board of Education, in writing, within 5 days after receiving the appeal. The Clerk will place the appeal on a board agenda within 30 days from the date of notification to the Board of Education.
- m) The Board will act as an appellate body by reviewing the decisions and the oral and written evidence presented below and making a decision. At the Board meeting, the Board may ask for oral or written evidence from the parties and any other individual it deems relevant. The Clerk will make arrangements to audiotape any oral evidence presented. Within 5 days of the meeting, the Board will issue a final decision in writing to all parties involved.

4. GENERAL PROVISIONS

- a) **Extension of time:** Any time limits set by these procedures may be extended by mutual consent of the parties involved. The total number of days from the date the complaint is filed until the complaint is resolved shall be no more than 120 days.
- b) **Access to Regulations:** Upon request, the School District shall provide copies of any School District regulations prohibiting discrimination on the basis of race, color, national origin, religion, sex, age or disability.
- c) **Confidentiality of Records:** Complaint records will remain confidential, to the extent allowed by law, unless permission is given by the parties involved to release such information. All complaint records will be kept separate from any other records of the School District. No complaint record shall be entered in any personnel file unless adverse employment action is taken against an employee. Complaint records shall be maintained on file for three years after complaint resolution.
- d) **Representation:** The Grievant and the Respondent may have a representative assist them through the grievance process and accompany them to any hearing.
- e) **Retaliation:** No reprisals or retaliation will be allowed to occur as the result of the good faith reporting of a discrimination complaint.
- f) **Basis of Decision:** At each step in the grievance procedure, the decisionmaker will take or recommend the taking of appropriate measures based on the facts, as revealed by the investigation and hearing, taken as a whole, and the totality of the circumstances, such as the nature, extent, context and gravity of the activities or incidents.
- g) **Section 504 Due Process Procedures:** For information concerning due process procedures under Section 504, the Grievant should contact the 504 Coordinator.

Adopted this _____ day of _____, 20 ____.

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If special accommodations are needed for school activities, please notify the school principal at least two weeks prior to the scheduled event.

It is the policy of Enid Public Schools to provide equal opportunities without regard to race, color, national origin, gender/transgender, age, religion, veteran status, disability and provide equal access to the Boy Scouts and other designated youth groups in its educational programs, services, activities and in employment. The District will provide equal employment opportunities in areas including, but not limited to, employee selection, promotion, training and development, compensation, termination, and disciplinary action. Inquiries concerning this policy may be referred to: Title IX Coordinator/504/ADA Coordinator/Special Services Director, mdgraddick@enidk12.org 500 S. Independence, Enid, OK 73701, 580-366-7000.

Es la política de las Escuelas Públicas de Enid para proporcionar igualdad de oportunidades sin distinción de raza, color, origen nacional, sexo/transgénero, edad, religión, condición de veterano, discapacidad y proporcionar igualdad de acceso a los Boy Scouts y otros grupos juveniles autorizados en sus programas educativos, los servicios, las actividades y en el empleo. El Distrito proveerá igualdad de oportunidades laborales en áreas que incluyen, pero sin limitarse a, la selección de los empleados, la promoción y el desarrollo, la compensación, la terminación y la acción disciplinaria. Las consultas relacionadas con esta política pueden remitirse al Coordinador de Título IX, Coordinador de 504/ADA, Director de Servicios Especiales, mdgraddick@enidk12.org 500 S. Independence, Enid, OK 73701, 580-366-7000.

Enid Public Schools complies with State and Federal law and regulations in its evaluations, identification processes, placement decisions, and the delivery of a free appropriate education under the IDEA (Individuals with Disabilities Education Act).

Enid Public Schools cumple con las leyes estatales y federales y regulaciones en sus evaluaciones, los procesos de identificación, las decisiones de colocación, y la entrega de una educación gratuita y apropiada bajo IDEA (Ley de Educación para Personas con Discapacidades).

Annual Asbestos Inspection and Management Plan Notice

In order to comply with the requirements of the Asbestos Hazard Emergency Response Act of 1987, the Board of Education employed an asbestos firm to conduct a complete survey of all school facilities.

This survey included visual inspections and samples from each area of all school sites. (All inspectors were certified and licensed by the Oklahoma State Department of Labor.)

As a result of the inspection, management plans were written for each site, with copies on file at each site, and at the Central Office. All maintenance and custodial staff receive asbestos awareness training, in compliance with the act, and inspections are conducted at six-month intervals by licensed personnel.

In accordance with the Asbestos Hazard Emergency Response Act of 1987, the inspection and management plan are completed, updated and available in school sites and in the Central Office at 500 S. Independence. Any parties with an interest in the plans or implementation will be notified of steps taken to eliminate any asbestos containing materials, which may be harmful of school sites. For more information or to schedule an appointment contact Property Services Director at 366-7000.