

PREAMBLE

This Agreement, between the Board of Education of District I-001, Woods County, Alva, Oklahoma, and the AEA, incorporates a number of understandings which derive from the parties' mutual beliefs that each pupil is entitled to an education of the highest quality. The attainment of this objective is dependent, in part, upon the quality and morale of the employees. Nothing contained in this agreement within shall be construed to be in disagreement with state law.

ARTICLE I

RECOGNITION

- 1.1\_ The Alva Board of Education (hereinafter referred to as the "Board") and the Alva Education Association (hereinafter referred to as the "AEA") hereby enter into the following agreements regarding negotiations.
- 1.2 The Board hereby recognizes the AEA as the exclusive negotiating agent for all professional educators as defined and qualified by the Statutes of the State of Oklahoma, excluding administrators, supervisory personnel and persons who state in writing to the Board their desire not to be represented by an organization.
- 1.3 The negotiating teams for AEA and the Board shall make available to all certified personnel and Board members a finalized copy of the proposals for negotiations at district expense.
- 1.4 AEA representatives at the board meetings will be given the agenda and copies of materials pertinent to teaching or teaching conditions that are given to board members. The representatives are to request any materials inadvertently overlooked in the handouts.

ARTICLE II

EMPLOYEE AND ASSOCIATION RIGHTS

(Employee refers to certified teachers)

- 2.1 Non-Discrimination - There shall be no discrimination against any employee on the basis of race, creed, color, national origin, sex, marital status, membership or nonmembership or participation in any professional, civic, parent or charitable organization, in the evaluation, employment, transfer or promotion of personnel.
- 2.2 Right of Representation - When an employee is required to appear before the Board concerning any matter which could adversely affect his/her employment, position or salary, he/she shall be entitled to have counsel present. Further, when an employee is required to appear before the Board, the employee shall be advised in writing the reasons for the requirement.
- 2.3 Personnel File - Each employee shall have the right, upon request, to review the contents of said personnel file and to place therein written reactions to any of its contents.
- 2.4 School Code Rights - Whenever any employee's rights or benefits required under the School Code of the State of Oklahoma or under other laws and regulations governing the operation of Oklahoma public schools, exceed the benefits granted employees elsewhere in this Agreement, then such rights and benefits shall be incorporated into, and become a part of, this Agreement.
- 2.5 Right to Organize - Employees shall have the right to organize, join and assist the AEA and to participate in professional negotiations with the Board. The Board shall not discriminate

against nor harass any employee with respect to hours, wages, terms and conditions of employment for reason of membership in the AEA, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

- 2.6 Dues Deduction - The Board shall deduct from each employee's pay the current dues of the National Education Association, Oklahoma Education Association, National Education Association-PAC and Oklahoma PAC provided the Board has an employee-executed authorization for continuing dues deduction by September 1, the amount of which shall annually be certified by the Association. The authorization form shall be furnished by the Association. The authorization shall remain in effect one year at a time. (See Appendix I)
- 2.7 Professional Organizations - The Board shall not discourage certified employees from joining and participating in their professional organizations.
- 2.8 Meeting, Notices and General Information - The Association shall be granted the following:
- A. The use of school buildings for meetings when available
  - B. The use of employee information boxes and designated school bulletin boards for the purpose of internal communication
  - C. The use of school equipment, e.g., typewriters, computers and copy/duplicating machines when available at no cost to the district for materials
  - D. Members of the Association Executive Board may be permitted to leave fifteen (15) minutes after the student day to attend Executive Board Meetings on the day following the regular monthly Board of Education meetings
  - E. Teachers may be permitted to leave fifteen (15) minutes after the student day to

attend a maximum of three Association General Meetings during the school year.

The Superintendent shall receive at least two weeks notice of such meetings.

- 2.9 The Board of Education and Administration will work through officers of AEA when making specific request of teachers regarding such things as political activity.

### ARTICLE III

#### EMPLOYMENT CONDITIONS

- 3.1 School Calendar - The Board shall establish an annual school calendar and have it available prior to the end of the second term. Once options have been developed, the AEA president shall be given copies of each option. The AEA shall have an opportunity to provide input prior to the calendar acceptance at a board meeting.
- 3.2 Teacher Work Day and Work Year -
- A. The teacher work day will not exceed seven and one half (7 1/2) hours. Teachers will report to work at 8:00 a.m. on each contracted day, unless a different time is scheduled by the administration. Assignment to supervised study periods shall be considered a teaching period for purposes of this article.
  - B. The teacher work year shall consist of one hundred eighty (180) contract days.
- 3.3 Notification of Assignments - All employees shall be given written notice of their tentative assignments for the forthcoming year no later than thirty (30) days preceding the first day of the new school term. In the event changes in such assignments are proposed or needed, the employee affected shall be notified promptly and consulted. Teachers shall be assigned within the scope of their certification as prescribed by the rules and regulations of the State

Board of Education. After considering the certification and qualifications of teachers, assignments shall be made by the administration in order to best meet the interests and needs of the students and the district.

- 3.4 Pupil Problems - The parties agree that the employee has the primary responsibility for the maintenance of discipline within the classroom, in the halls, on the playground and bus loading area. The administration shall support the employee in the maintenance of control and discipline in these places.
- 3.5 Pupil Discipline - Teachers are to report to the principal all severe disciplinary cases.
- 3.6 Planning Period
- A. Full time (7/7) classroom teachers assigned to grades six (6) through twelve (12) shall be scheduled for minimum preparation time of one (1) class period each day.
  - B. Full time (7/7) classroom teachers assigned to grades Pre-Kindergarten (Pre-K) through five (5) shall be scheduled for a minimum of two hundred (200) minutes of preparation time each five (5) day week.
  - C. An instructor shall not normally be required during his/her planning period to teach the class of another instructor. A teacher may be asked on a voluntary basis to forego scheduled preparation time to teach the class of another teacher. If an immediate, unscheduled, unforeseen injury, illness, accident, or death in the instructor's family occurs, the administrator shall assign appropriate supervision for students.
- 3.7 Parent-Teacher Conferences - When parent-teacher conferences are scheduled through the

principal during the teaching day, instructors involved in such conferences shall be released from class time to conduct said conferences.

3.8 Notification of Job Openings – When the district has determined there is an opening of any and all full-term administrative and instructional positions, the position will be posted internally for five days before being posted externally. Posting will be achieved by e-mails, flyers at each building site, or written communications. Persons interested in the open position must contact the principal/building site where the open position occurs.

3.9 Reduction in Force - If the Board decides it is necessary to reduce the total number of certified and/or licensed employees in the school district, the procedure listed below will be followed:

- A. Normal attrition throughout the district. In the event that a teacher's position has been determined to be in excess, said teacher shall be transferred to a vacant position within the school system for which he/she is certified.
- B. Licensed teachers will be terminated first.
- C. Probationary teachers will be released before career teachers who are certified for positions held by probationary teachers. Certificates and current transcripts must be on file in the superintendent's office.
- D. Selection of probationary teachers for release will be based on the following criteria, in order:
  - 1. Standard certificate in the major area of assignment on file in the superintendent's office

2. Years of service in the district as listed on the Oklahoma Annual Personnel Report
  3. Administrators' recommendation.
- E. If normal attrition and the release of probationary teachers do not sufficiently reduce the certified staff, the following criteria will be used in the reduction process in the order they are listed:
1. Less than full time (7/7) teacher can not replace full time teacher
  2. Standard certificate and highly qualified credentials in the major area of assignment on file in the superintendent's office
  3. Years of service in the district as listed on the Oklahoma Annual Personnel Report
  4. Educational qualification as determined by the teacher's placement on the Teacher Compensation Schedule of the latest Basic Contract between AEA and the Alva Board of Education
  5. Total years of teaching experience as listed on the Oklahoma Annual Personnel Report
  6. Administrators' recommendation.
- F. The prime consideration in executing the reduction in force using the criteria listed on the previous page is to assure the retention of fully qualified teachers to replace terminated teachers and perform all the needed duties. The Board shall follow the requirements of the continuing contract law in order to reduce staff. However, if a

teacher whose position has been eliminated refuses the offer of a position for which he/she qualifies, he/she will be dismissed. If two (2) or more positions are to be eliminated, the criteria in procedure E listed on the previous page will be used to decide which teacher has choice of position.

- G. After the Board has decided a position needs to be eliminated, it will inform the teacher currently in that position by mailing notice of the decision (Appendix VIII) by certified mail, restricted delivery, with return receipt requested of the teacher's signature of receipt or person to person with the superintendent. This will be done as early as possible, but in no case later than April 10. The teacher will then decide if he/she wishes to replace another teacher and notify the superintendent of his/her intentions within three (3) school days by mailing notice of that decision by certified mail, restricted delivery, with return receipt requested or person to person with the superintendent. If the teacher does not respond within the three days, he/she has relinquished all rights to replace another teacher. The teacher who is being non-renewed will then be notified by the Board.

H. Obligation With Respect to Re-employment or Other Employment

1. For one (1) year after the effective date of termination pursuant to this procedure's provision, the Board shall offer to a teacher who has been terminated all positions that become available for which he/she is certified. Every possible effort shall be made to return a said member to the position held immediately prior to lay off or to a substantially equivalent position. If

several former teachers are certified for a position, the position shall be offered to the certified teacher who had the most seniority when laid off. The offer shall be made by certified mail, return receipt requested, and the teacher shall be notified that he/she must submit written acceptance within five (5) calendar days. Acceptance shall be in writing.

2. A teacher who is recalled within one (1) year shall have restored all benefits accrued on the effective date of the termination, and for payroll purposes shall be given credit for all previous teaching experience.
3. A teacher who is laid off will remain on the recall list for one (1) year after the effective date of layoff unless the teacher:
  - a. waives recall right in writing
  - b. resigns
  - c. fails to accept recall to the position held immediately prior to lay off or to a substantially equivalent position.

3.10 Request for Reassignment – Certified personnel wishing to transfer to another building site shall notify the district by April 15 of the current year. The notification shall include grade level, subject or building site to which the teacher is requesting transfer. The attached form (Appendix IX) must be returned to the superintendent by April 15 with signatures from current principal, superintendent, Alva Education Association president and the teacher requesting the transfer.

3.11 Faculty/Team Meetings

Faculty/Team meetings will be held on an equitable basis throughout the district.

#### ARTICLE IV

##### EMPLOYEE EVALUATION

- 4.1 The purpose of teacher evaluation must be the improvement of the student's education through the improvement of individual teachers. That goal demands that the evaluation be done in an honest and consistent manner. Evaluators must use evaluation only for its stated purpose. Teachers must be honest in assessing their efforts.
- 4.2 The evaluation process, and any forms involved, will be explained at the opening faculty meeting each year. Each teacher due to be formally evaluated during that academic year will have a pre-evaluation conference with the building principal prior to the first observation. The purpose of this is to be certain there is a clear understanding of the process and the expectations of each party. (Appendix II-Evaluation Form)
- 4.3 Probationary teachers will be evaluated at least two times a year, once prior to November 15 and once prior to February 10. Evaluation forms may be taken into the classroom. Teachers will be notified of the first observation session in advance. Subsequent observations may be on a drop-in basis. The evaluation will be based on the observation times and on the impression that the teacher creates on a day-to-day basis.
- 4.4 After the evaluation is written there will be a conference between the teacher and the evaluator to discuss the results. The teacher will be given a copy of the evaluation and both parties will sign signifying that the conference was held. The teacher will have two weeks in

which to file an AEA concerns form if he/she has an objection to the evaluation, and/or file a written response, if he/she desires.

- 4.5 The same procedure will apply to career teachers except for the frequency of evaluation. Career teachers will be evaluated at least once before the end of the first semester. If, however, that evaluation does not meet the Minimum Criteria for Effective Teaching Performance and Standards of Performance and Conduct, a Plan for Improvement shall be developed.
- 4.6 It is the responsibility of the principal to provide assistance to teachers so improvements can be made in any substandard area of the evaluation. Such assistance must be specific and made over a specified time period.
- 4.7 Not later than seven (7) work days before the April Board meeting, the administrator shall complete a written evaluation report and make recommendations as to re-employment for each probationary employee. The recommendations at the end of each year of probation shall include a notification on the formal evaluation as to level of performance necessary to acquire tenure at the end of the third year of probation.

#### ARTICLE V

#### EMPLOYEE TERMINATION

- 5.1 Employee dismissal and non-renewal shall be in accordance with Title 70, Section 6-101.26 of the Statutes of the State of Oklahoma.
- 5.2 Probationary employee non-renewal shall be in accordance with Article IV of this agreement.

- 5.3 If the board accepts any teacher's resignation submitted after the June board meeting, then the teacher may be responsible for expenses incurred in finding a replacement. These expenses include cost of telephone calls, postage, mileage for applicants' interviews, etc., up to a maximum of \$150.

## ARTICLE VI

### EMPLOYEE COMPENSATION AND FRINGE BENEFITS

- 6.1 Full Experience Credit - The employee shall be awarded full credit for teaching experience as credited by the Oklahoma State Department of Education. The employee shall be awarded full credit for teaching experience outside of the district.
- 6.2 School Year - Salary Schedule - The Salary schedule shall be as set forth in Appendix III, which is attached to and incorporated in this Agreement. The schedule shall be based on the number of days specified by the State Department of Education. In-service days are paid days and are not to be considered as vacation days.
- 6.3 Pay Days - School Not in Session - If a regular pay date during the school term falls on a day when school is not in session, employees shall receive their checks on the last work day prior thereto. During the summer, checks shall be mailed so they will reach employees on the appropriate pay day.
- 6.4 Payroll Installments - Each employee shall be paid on the basis of twelve (12) equal payments.
- 6.5 Pay Days - Pay days shall be on the twentieth (20) of each month.
- 6.6 Supplemental Jobs - Any requirement and/or assignment made with the consent of the

employee that are in addition to the normal work schedule and/or exceed the normal workday shall be compensated for in accordance with the extra duty schedule (GCMD/GCME regulations and exhibit/Board Policy Manual).

#### 6.7 Non-Taxable Benefits

A. Each teacher has the option to apply up to \$18,000 from the compensation schedule to select non-taxable benefits from the following:

1. Medical insurance
2. Dental insurance
3. Cancer insurance
4. Life insurance (if allowed by Internal Revenue Service)
5. Dependent care assistance plan
6. Vision insurance
7. Medical expense reimbursement

This option must be exercised by September 1 of the current year.

#### 6.8 Compensation

A. Salary

1. The salary schedule shall reflect the new state mandated schedule. Teachers shall be placed on the salary schedule (Appendix III) in accordance with their years experience as credited by the State Department of Education or the Alva School District whichever is greater.
2. For the current school year, each teacher who gained a year of experience in

the district during the previous school year, shall advance one (1) step and be placed on the salary schedule.

3. Teachers shall receive the Teacher Retirement System (TRS) offset according to the mandated schedule.
4. State Payment: Each teacher who participates in the District's Health Plan shall receive, as part of Total Compensation, no less than 100% of the Health Choice High Option premium amount per month in the form of a Flexible Benefit Allowance (FBA) paid by the State of Oklahoma. Teachers who choose not to participate in the district's Health Plan shall receive the sixty-nine dollars and seventy-one cents (\$69.71) per month as cash. Teachers whose employment is terminated during the school shall have no right to receive any cash compensation for the portion of the school year after the teacher's termination.

## ARTICLE VII

### LEAVES

- 7.1 Definition: For determining leaves, the term "immediate family" is defined as spouse, father, mother, son, daughter, brother, sister, grandchild, grandparent and corresponding relatives by affinity.
- 7.2 Sick Leave - Sick leave at full pay shall accrue at the beginning of the school year. Nine (9) month and ten (10) month certified employees shall receive ten (10) days, eleven (11) month certified employees shall receive eleven (11) days, and twelve (12) month certified

employees shall receive twelve (12) days each school year. Unused sick leave shall accumulate to a maximum of seventy (70) days. The following provisions will be included:

- A. Accumulated paid sick leave shall be reduced by one (1) day for each day the teacher is absent for reason of personal accidental injury, illness, pregnancy, accidental injury in the immediate family or death in the immediate family and illness in the immediate family.
- B. Not more than two (2) days absence may be charged against total accumulated sick leave for reasons of maternity cases in the immediate family unless the medical case is of an unusual circumstance as attested to by the attending physician.
- C. Any teacher may be required to submit appropriate evidence concerning the cause of his absence in order to qualify for sick benefits.
- D. Sick leave records kept on file in the superintendent's office shall be final. Each teacher will be given a record of his/her accumulated sick leave, beginning with September paycheck with leave balances as of the end of the previous month.
- E. Upon a teacher's retirement from the district, the Board shall report to the Oklahoma Teachers' Retirement System all days earned by that teacher.

7.3 Emergency Leave - The Alva School Board shall grant five (5) days of emergency leave without loss of pay. Emergency leave is to be used for the following purposes:

- A. Unforeseen circumstances within an immediate family not covered by the sick leave policy or death or illness of a friend or relative
- B. Legal transactions involving a legal instrument (deed, mortgage, transferring title,

etc.) or a court order

- C. Other reasons which have the approval of the principal and the superintendent or designee.

These days are not cumulative and will be used for sick leave when all accumulated sick leave has been exhausted. Emergency leave is not granted by the Board of Education as personal leave. The Board of Education does recognize there are certain emergencies not covered by sick leave when the teachers need to be absent from duty. The principal and the superintendent or administrative assistant will make every effort to fairly judge each teacher's request individually in order to execute the Board's intent of its policy. Listed below are some items as examples that would not be approved as emergency leave:

- A. To seek other employment
- B. To participate in political or social activities
- C. To perform services for compensation
- D. To participate in professional activities
- E. For entertainment, recreation, travel or vacation
- F. For religious activities
- G. For inclement weather

7.4 Personal Business Leave - Each teacher is entitled to four (4) days of personal business leave subject to the following provisions:

- A. The principal will be notified forty-eight (48) hours in advance, if possible, but not later than 7:30 a.m. on the day the leave is requested. Neither the day immediately

preceding nor the day immediately following a holiday will be used for personal business leave. During the first or last week of school, the principal must be notified forty-eight (48) hours in advance. During the first ten (10) teaching days and last ten (10) teaching days of school, or on in-service days, teachers are encouraged not to utilize personal business leave. If it is necessary for a teacher to utilize personal business leave at these times, the teacher shall obtain approval from the building principal.

- B. The teacher will not be required to give a reason for the day of personal business leave.
- C. Any unused personal business leave days will accumulate as sick leave at the end of the school year.
- D. Teachers with 0-2 years of total service as listed on the Oklahoma Annual Personnel Report will have the first day of personal business leave paid for by the district. Teachers with 3-19 years of total service as listed on the Oklahoma Annual Personnel Report will have the first two days of personal business leave paid by the district. All teachers with twenty years total service as listed on the Oklahoma Annual Personnel Report will have the first three days of personal business leave paid for by the district. Teachers with at least 25 years of total service as listed on the Oklahoma Annual Personnel Report will have the fourth day of personal business leave paid for by the district

- E. In the event that the personal day is not paid by the district, the teacher will have deducted from his/her paycheck the amount needed to pay the substitute teacher. In the case that no substitute is hired, the teacher will be deducted the non-certified substitute teacher pay.

7.5 Parental Leave of Absence

- A. The Board shall consider requests for parental leave of absence without pay. The beginning and termination dates of the leave shall be determined by the employee and the Board. An employee who returns from parental leave of absence shall be reinstated to the employee's former position or its equivalent.
- B. Teachers shall receive Family and Medical Leave as required by Federal Law and covered by Board policy.

7.6 AEA Leave - In the event that the AEA desires to send representatives to local, state or national conferences or on other business pertinent to AEA affairs, these representatives shall be excused without loss of salary provided the AEA reimburses the district for the cost of substitute(s) for not more than five (5) days. The Association will pay the hourly rate for the President's leave toward the granted five (5) days of AEA leave. Such hourly leave will be reported to one (1) Board appointed administrator twenty-four (24) hours prior. The administrator shall be responsible for leave recording and obtaining a substitute.

7.7 Bereavement Leave - Each employee shall be entitled to ten (10) work days of bereavement leave per school term. All ten (10) days may be used for bereavement for spouse or child without loss of pay. Five (5) of these days may be used for bereavement of other members

of the immediate family, as defined in 7.1 of this Article. In the event that all ten (10) days have been exhausted, up to an additional five (5) days may be granted for bereavement for spouse or child. When a teacher's absence is for reason of bereavement, the order of application of leave will be: (1) bereavement, (2) emergency, (3) sick.

7.8 Leave of Absence - A leave of absence without pay may be granted to any employee who has reasonable need for such a leave. Any teacher on leave of absence, upon return, shall be accorded the same benefits to which the employee would have been entitled if regularly employed.

7.9 Sick Leave Sharing Program

A. A full-time employee may donate sick leave to another employee according to Oklahoma Statutes 70-6-104.6 for the following reasons:

1. The donee has exhausted or will exhaust all earned sick leave due to an extraordinary or severe injury, illness, impairment, pregnancy, miscarriage, childbirth and recovery therefrom, or physical or mental condition of the donee; or
2. The donee has exhausted or will exhaust all earned sick leave due to an extraordinary or severe injury, illness, impairment or physical or mental condition of a relative (spouse, child, stepchild, grandchild, grandparent, stepparent or parent) or household member (one who resides in the same home as the donee and who shares a duty to provide financial support with the employee) of the donee; and

3. The condition has caused or is likely to cause the donee to take leave without pay or to terminate employment.
  - B. The employee may donate any amount of sick leave which does not cause that employee's sick leave balance to fall below twenty (20) days.
  - C. An employee may receive up to thirty (30) donated days. If that leave is exhausted, the employee may apply for an additional thirty (30) days.
  - D. An employee requesting donated days must first provide the Board with a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.
  - E. The employee receiving donated days is to receive his or her normal rate of pay.
  - F. All sick leave available for use by the donee must be used prior to using shared sick leave.
  - G. Shared sick leave usage records shall be maintained separately from regular sick leave records.
  - H. Any donated leave which is not used shall be returned to the donating employee on a pro-rata basis.
  - I. The Board is the determining body as to whether the donee meets the criteria above and has previously abided by District leave policy.
- 7.10 Payment for Unused Sick Leave at Retirement - Any teacher with a minimum of twenty (20) years teaching experience in the Alva School District, including districts annexed and/or consolidated with Alva, who submits to the superintendent of schools before May 1 of any

school year a written statement of retirement under the Oklahoma Teachers' Retirement System to take effect at the end of that school year shall be eligible for payment of his/her unused sick leave. This shall be issued in separate payment prior to June 15. For teachers who retire other than at the end of the year, three months written notice in advance is required. The accumulated sick leave payment shall be computed at the rate of forty (\$40) dollars per day. A teacher who retires with fifteen to nineteen (15-19) years teaching experience in the Alva School District shall be eligible for payment prorated at seventy-five per cent (75%). A teacher who retires with ten to fourteen (10-14) years teaching experience in the Alva School District shall be eligible for payment prorated at fifty per cent (50%).

#### 7.11 Short Term Leave

A. With permission of the building principal, or designee, uncharged short leave (less than two hours) may be granted. The principal can arrange for a qualified person to assume the teacher's responsibilities, if necessary. Short term leave where such arrangements cannot be made by the principal will not be approved. Covering the responsibilities for another teacher is on a voluntary basis.

#### 7.12 National Certification Leave

1. Teachers who are working toward National Board Certification may utilize up to a total of three (3) days of leave during the certification. The teacher shall apply for site Professional Development leave for a total of three (3) days during the entire certification period.
2. After exhausting the three day Professional Development leave, the teacher may

utilize up to a total of three (3) days of National Board Certification Leave during the entire certification period. The teacher shall pay the cost of the substitute for days used.

ARTICLE VIII

GRIEVANCE PROCEDURES

8.1 See Attached Regulation

ARTICLE IX

9.1 Patron-Teacher Complaint Procedure

The Board shall recommend that any patron who presents a complaint to a board member shall be asked to take that complaint to the teacher involved first, and then through administrative levels before any response shall be given by the Board. No teacher shall discriminate against nor harass any student or parent for instituting complaints to any teacher, administrator, or the Board about said teacher.

ARTICLE X

10.1 Savings Clause

A. Should any part of this Agreement be found contrary to law, said part shall be severed from the Agreement, and all other provisions shall remain in full force and effect.

ARTICLE XI

11.1 Duration

A. This Agreement represents the full and complete agreement between the Board and

the Association and shall remain in effect until replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement.

APPENDIX I

Date\_\_\_\_\_

I, \_\_\_\_\_, request the following professional dues be withheld from my check.

National Education Association \_\_\_\_\_

Oklahoma Education Association \_\_\_\_\_

NEA - PAC \_\_\_\_\_

OK - PAC \_\_\_\_\_

\_\_\_\_\_  
Signature

APPENDIX II

PLAN OF ASSISTANCE

Teacher \_\_\_\_\_

Date plan presented to teacher \_\_\_\_\_

=====

Problem Area:

1. Performance Objective(s) to be completed by \_\_\_\_\_

2. Actions to Meet Objective(s):

3. Evaluation of the Improvements:

Date \_\_\_\_\_

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Evaluatee

APPENDIX III

SALARY SCHEDULE  
2009-2010

Years	Bachelor's	Master's	Doctorate
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Experience	Degree	Degree	Degree
0	31,600	32,800	34,000
1	31,975	33,175	34,375
2	32,350	33,550	34,750
3	32,725	33,925	35,125
4	33,100	34,300	35,500
5	33,500	34,700	35,900
6	33,900	35,100	36,300
7	34,300	35,500	36,700
8	34,700	35,900	37,100
9	35,100	36,300	37,500
10	35,950	37,575	39,625
11	36,375	38,000	40,050
12	36,800	38,425	40,475
13	37,225	38,850	40,900
14	37,650	39,275	41,325
15	38,075	39,700	41,750
16	38,500	40,125	42,175
17	38,925	40,550	42,600
18	39,350	40,975	43,025
19	39,775	41,400	43,450
20	40,200	41,825	43,875
21	40,625	42,250	44,300
22	41,050	42,675	44,725
23	41,475	43,100	45,150
24	41,900	43,525	45,575
25+	42,325	43,950	46,000

Voc. Ag. Teacher	=	Minimum salary + \$2,400/year-12 mo contract
Voc. Home Ec. Teacher	=	Minimum salary + \$2,000/year-10 mo contract
Other Voc. Teacher	=	Minimum salary + \$2,000/year-10 mo contract
Special Ed Teacher	=	Minimum salary + 5%
Alternative Education Teacher	=	Minimum salary + 5%

APPENDIX III  
State Credit of Employee's Contribution

Senate Bill 776 provides that every teacher employed by a school district or vocational-technical school district, who qualifies for a minimum salary pursuant to the State's minimum salary schedule shall have a specific amount credited against the employee's contribution to the Teachers' Retirement

System. Funds have been appropriated to the State Board of Education and the State Board of Vocational and Technical Education to pay the State's share of each eligible employee's retirement contribution. Eligibility will be based on the number of years as reflected on the State Department of Education Personnel Report and does not include any years established by the district at the time of hire which the State Department of Education did not recognize. The amount to be paid by the State for this fiscal year is as follows:

Years of Service	Credit Amount
0	60.15
1	103.41
2	145.65
3	188.96
4	233.33
5	278.76
6	325.26
7	372.82
8	421.44
9	471.12
10	521.87
11	573.67
12	626.54
13	680.48
14	735.47
15	791.53
16	848.65
17	906.83
18	966.07
19	1,026.38
20	1,087.75
21	1,150.18
22	1,213.68
23	1,278.23
24	1,343.85
25 or more	1,410.53

APPENDIX IV

FORMAL GRIEVANCE PROCEDURE FORM

TYPE OR PRINT IN INK

Date Filed \_\_\_\_\_





Grievant \_\_\_\_\_

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] days after hearing the grievance)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Board President

APPENDIX VII

Shared Sick Leave Requesting or Donating Form

***Requesting Leave Days***

Date \_\_\_\_\_

Name \_\_\_\_\_

I hereby request \_\_\_\_\_ days of sick leave be donated to me through the District=s Sick Leave Sharing Program. Attached to this form is a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.

I hereby certify, that to the best of my knowledge, I have previously abided by the District=s leave policies, that the nature of the condition is such that I have used or will use all other leave available to me, and that the condition has caused or is likely to cause me to take leave without pay or to terminate employment.

\_\_\_\_\_  
Signature of Employee

Date \_\_\_\_\_

***Donating Leave Days***

Date \_\_\_\_\_

Name \_\_\_\_\_

I hereby donate \_\_\_\_\_ days of my accumulated sick leave to \_\_\_\_\_

for that person's immediate use. I realize that any days not used will be returned to me.

\_\_\_\_\_  
Signature of Employee

Date \_\_\_\_\_

**Return to building principal.**

APPENDIX VIII

REDUCTION IN FORCE NOTIFICATION AND REPLY FORM

=====

Date\_\_\_\_\_

Teacher\_\_\_\_\_

This is to notify you that the Alva Board of Education has decided it necessary to implement the Reduction in Force policy, in compliance with the AEA contract. You have three (3) days to decide if you will replace another teacher. A list of teachers that you may replace can be obtained at the Superintendent's office. If you do not respond within three (3) days you relinquish all rights to replace another teacher.

\_\_\_\_\_  
Alva Board of Education

=====

Date\_\_\_\_\_

Alva Board of Education

\_\_\_\_\_ I plan to replace another teacher.

\_\_\_\_\_ I do not plan to replace another teacher.

\_\_\_\_\_ Because of illness/emergency, I request extra time before a decision is made.

\_\_\_\_\_ I request a conference date.

\_\_\_\_\_  
Teacher's Signature

=====

Appendix VIII

REDUCTION IN FORCE NOTIFICATION AND REPLY FORM - continued

=====

Date \_\_\_\_\_

Teacher \_\_\_\_\_

Extra time is/is not granted. (\_\_\_ days)

\_\_\_\_\_  
Superintendent

=====

Conference Date \_\_\_\_\_

Results: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Witness

=====

APPENDIX IX

TRANSFER FORM

I am requesting a transfer to \_\_\_\_\_ beginning with the  
2009-2010 school year.

Grade Level \_\_\_\_\_

Subject \_\_\_\_\_

Superintendent \_\_\_\_\_

Principal \_\_\_\_\_

Alva Education Association President \_\_\_\_\_

Teacher requesting transfer \_\_\_\_\_

This form **MUST** be turned in to the Superintendent by April 15 of the current year.

APPENDIX X

PROCEDURAL AGREEMENT  
ALVA BOARD OF EDUCATION  
AND  
ALVA EDUCATION ASSOCIATION

Parties to the Agreement

1. The Alva Board of Education (hereinafter referred to as the "Board") and the Alva Education Association (hereinafter referred to as the "AEA") hereby enter into the following agreements regarding negotiations which conform with Oklahoma Statutes 05-70-509.1 through 05-70-509-10.

Recognition

2. The Board hereby recognizes the AEA as the exclusive negotiating agent for all professional educators as defined and qualified by the Statutes of the State of Oklahoma, excluding administrators, supervisory personnel, and persons who state in writing to the Board their desire not to be represented by an organization.

This procedural agreement shall operate as long as the AEA represents the professional educators as defined above.

Scope of Bargaining

3. The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits, and other terms and conditions of employment.

Both parties recognize the desirability of the free and open exchange of ideas and viewpoints between both parties to bring about the resolution and settlement of differences that might exist. Both parties acknowledge the Board's legal responsibility to retain and reserve all powers, rights and authority conferred upon and vested in it by State and Federal law in providing educational opportunity for the Alva District. Negotiations and agreements reached shall not infringe upon inherent managerial responsibility of the Alva Board of Education. Board policy rules and regulations shall not be inconsistent with the Negotiated Agreement.

Negotiation Teams

4. No more than six designated representatives with one alternate shall represent each team for negotiation purposes pursuant to the provisions of this Agreement. Each party shall also

designate the person on its team who will serve as spokes-person. Neither party shall attempt to exert influence over the other party's selection of representatives.

Either negotiating team may have legal counsel present or an advisor present for consultative purposes. Legal counsel or advisor may participate during negotiations by mutual agreement. All negotiations shall take place exclusively between said designated persons with only the chief negotiators allowed to speak except by permission of both chief negotiators.

### Negotiation Sessions

5. Between April 1 and May 31 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, if it desires there to be negotiations for that year. If no such request is made during the time period above, negotiations will not take place for the ensuing year.

Upon written request of either team, which request shall set forth all proposals for negotiations for a given school year, to open negotiations, a mutually acceptable meeting date shall be set not more than thirty (30) days following such request, and at the close of each negotiations sessions the teams shall establish the time, place, date, and agenda for subsequent meetings. Any items not included in the first written proposal may be negotiated by mutual agreement.

Each meeting shall not exceed four (4) hours unless mutually agreed. Otherwise, either team shall have the right to caucus, but same shall be limited to thirty (30) minutes for any one hour period.

Only members of the respective negotiation teams may be present during the negotiation sessions. Other parties may be permitted to be present only by mutual agreement of the parties.

Upon written request both teams agree to allow, within ten (10) days of such request, access to all reasonable data requested by the other team. Neither team shall be required to expend money or manpower, or to produce new matter to comply with this provision.

Negotiation sessions shall be held at times that will not interfere with regularly scheduled instruction working hours.

### Resolving Impasse

6. If negotiations are not successfully concluded by the first day of school an impasse shall exist. At any earlier time following the initial negotiation session, either party may declare an impasse, or, by mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school.

Within two (2) working days of such declaration, the parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.

If the mediation process has been utilized and has failed to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items shall be submitted to fact finding under the current statutory Fact Finding requirements (70-509.7).

The Board and Association shall each pay the cost of their representative on the Fact Finding Committee. The cost for the services of the third party, including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by the Board and the Association.

A fact finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the Association, and one (1) member shall be selected by the Board, within five (5) days. The third member shall be selected by the first two (2) members as follows: The parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a list of potential fact finders from the State Superintendent. If no name on the list is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list. The parties will then continue alternately striking names from the list until only one name remains. The person whose name remains on the list will serve as the chairperson of the fact finding committee.

The committee shall meet with the Board's and the Organization's negotiation representatives for the purpose of fact finding.

Within five (5) days after the selection of a chairperson, the representatives of the parties shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiating team.

The fact finding committee shall have authority to establish procedural rules, conduct investigations, and hold hearings during which each party shall be given an opportunity to present its case with supporting evidence.

The chairperson shall convene the committee for fact finding. The committee shall meet with the representatives of both parties and, within twenty (20) days after the fact finding meeting shall present its written recommendation to the Board and the Association. The report shall set forth findings of fact and recommendations on the issues submitted.

If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it

unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements, as provided for by this section, either party may discontinue such effort.

The Board shall file a copy of the fact finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and upon ratification such agreement shall also be forwarded to the State Superintendent. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

### The Agreement

7. Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals and to consider proposals and counter in the course of negotiations.

All items shall be disposed of by one of the following manners: (1) by tentative agreement; (2) by agreement to drop the item; or (3) by referring the items to impasse. As used herein, the phrase "tentative agreement" shall be defined as an agreement that can not be brought back to the table more than once by either side.

When tentative agreement is reached on any item, it shall be reduced to writing and signed and dated by the spokes-person of each team. When tentative agreement is reached on all items, they shall be submitted first by the Association to the teachers for ratification and then by the Superintendent to the Board for ratification.

### Modification of this Agreement

8. No change, alteration or modification of this Agreement shall be made except by mutual agreement unless the same is ratified by the Board and AEA in writing.

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

### Savings Clause

9. If any provision of this Agreement shall be found contrary to law, it shall be severed

from the Agreement, and all other provisions or application of the Agreement shall continue in full force and effect. The two parties within thirty (30) days shall meet to negotiate language to replace the severed provisions, if applicable.

Duration of Agreement

- 10. This Procedural 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.

\_\_\_\_\_  
AEA President

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date