

2016-2017
PROFESSIONAL NEGOTIATIONS PROCEDURAL AGREEMENT

Between

SALLISAW PUBLIC SCHOOLS, DISTRICT I-1
SEQUOYAH COUNTY, OKLAHOMA

And

THE SALLISAW ASSOCIATION OF CLASSROOM TEACHERS

I-1. This agreement, for the purpose of establishing and strengthening employer-employee relations through an orderly process of communication, is made and entered into by and between the Sallisaw Public School Board of Education, hereinafter termed the "Board" and the Sallisaw Association of Classroom Teachers, hereinafter termed the "Association".

I-2. **RECOGNITION** The Board hereby recognizes the Association as the bargaining agent for all regularly employed, certified personnel that qualify for membership with voting privileged in the Association.

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

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 Negotiated Agreement. (90-91)

I-4. **NEGOTIATING TEAM**

No more than five (5) or less than two (2) designated representatives of the Association will meet with more than five (5) or less than two (2) designated representatives of the Board for the purposes of negotiations. All negotiations shall take place exclusively between the designated its Chief Negotiator or Chief Negotiators. The Chief negotiator of either team may designate any one team member per session to speak formally to an issue. Only those members who compose the negotiating teams will present during negotiations. However, each team may have no more than one invited guest, excluding press, at any session. This guest will observe only, not enter into the actual negotiations.(2013)

II-1. **MEETINGS**

Article II-1 of the Procedural Agreement shall be amended as follows: The Sallisaw Association of Classroom Teachers and the Board agree to an initial bargaining meeting on or before the first working day of May, at which time each shall present to the other, proposed items to be negotiated for the professional contract. Further negotiations meetings shall be established by mutual consent. Formal negotiations shall begin by July 1, and every effort shall be permitted. (06-07)

II-2. INFORMATION The Association and/or the Board shall be provided public information pertaining to the items listed in the negotiation package, to be used in the formulation of agreements being negotiated, when requested by either party.

II-3. THE AGREEMENT When tentative agreement is reached between the negotiating teams on any proposal, the proposal shall be reduced to writing, dated, signed by the Chief Negotiator of each team. The agreed upon package shall be submitted to the Association and the Board for ratification. The Board shall approve or disapprove said agreement at the next regularly scheduled Board meeting following approval by the Association.

Article II-3 of the Agreement. The Association will continue to notify all teachers of the meeting to reject or accept the negotiated packet. (89-90)

II-4. IMPASSE If at any time in the negotiations process, the parties are unable to reach mutual agreement, either party may declare that a state of Impasse exists. Within ten (10) working days of the declaration of Impasse, a neutral advisory committee of three persons shall be selected. The Board shall designate one member of said advisory committee and the Association shall select one member. The two advisory committee members so selected shall then select a third member who shall become the chairman of the committee. The committee shall meet with the designated representatives of the parties for the purpose of the fact finding. Subsequently, this committee shall make recommendations to each of the above parties.

Article II-4 of Impasse. 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, or by mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school.

Upon reaching impasse, 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 members within fifteen (15) days after the selection of the other two members. The member selected by the first two members shall serve as chairman of the committee. The committee shall meet with the Board duly designated representatives, and with the Association's 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 to the chairperson and the other members of the committee. Each item being submitted to the fact-finding committee shall show the last position taken by each negotiating team.

The cost for the services of the fact-finding committee, including per diem expenses if any; and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the representative selected by the Board, the Association shall assume the expenses of the representative selected by the association, and the expenses of the third member shall be shared equally by the Board and The Association.

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

All hearings by the fact-finding committee shall be conducted in closed session.

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 hearing, 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 of 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 differences; provided after fourteen (14) days after the exchange of written statements, as provided by this section, either party may discontinue such effort.

GRIEVANCE PROCEDURE

DEFINITION- Any claim by the Association or a teacher there has been a violation, misinterpretation, or misapplication of the written terms of agreement or violation of any Board Policy or established practice shall be a grievance.

TIME LIMITS- All time limits used in this procedure shall refer to working days.

The steps for processing a formal grievance under this procedure shall be as follows:

Step 1- An informal meeting shall be held between the building principal and the aggrieved teacher. Other staff members may or may not be present. If agreement is not reached, the teacher may take the grievance to Step 2.

Step 2- The teacher must submit his or her grievance to the Association's Professional Right and Responsibility Committee. With the approval of a majority of the committee, the grievance may be advanced to Step 3.

Step 3- Any grievance that has not reached Step 3 within 20 days of date of the alleged incident shall be considered to be solved and no further action will be taken on this grievance.

The alleged grievance shall be presented in writing to the teacher's building principal or his official designee. The written statement of grievance shall contain the following information:

(1) Incident. (2) Date, time, and place of Incident. (3) Specific section of agreement or established Board policy violated. (4) Specific relief requested.

The principal will arrange a meeting to take place within seven (7) days after receipt of grievance. The aggrieved teacher may have a representative from the Association present and the building principal may have another administrator present at the meeting. The principal must provide the aggrieved teacher and the Association a written answer on the alleged grievance within seven (7) days after the meeting. If agreement is not reached, the teacher may take the alleged grievance to Step 4.

If in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit grievance in writing to the Superintendent directly, and the processing of such grievances be commenced at Step 4.

Step 4- The aggrieved teacher shall refer to the alleged grievance, in the same form as outlined in Step 3, to the Superintendent or his official designees within seven (7) days after receipt of Step 3 written answer or within ten (10) days after the Step 3 meeting whichever is the later. The Superintendent shall arrange for a meeting with the teacher to take place within seven (7) days of his receipt of the appeal. The teacher may have not more than three (3) representatives from the Association present, and the Superintendent may have not more than three (3) representatives from the administrative staff present at this meeting. The Superintendent will have seven (7) days in which to provide his written answer to the Association and the teacher.

Step 5- If the teacher is not satisfied with the disposition of the grievance at Step 4, or the Step 4 time limits expire without the issuance of the Superintendent's written answer, then the Association may file a request in writing with the Board asking that an Advisory Committee be formed in the manner set forth in Section IV of the Agreement outlining Negotiation Procedures between Independent School District I-1 of Sequoyah County, Oklahoma and the Sallisaw Association of Classroom Teachers.

Step 6- Advisory Committee recommendations will be acted upon at the next regularly scheduled, or special meeting of the Board. The aggrieved teacher or teachers may appear at the said meeting and may speak at the option of the Board.

NO REPRISALS

No reprisals of any kind will be taken by the Board or the school administration against any teacher because of the participation in this grievance procedure.

RELEASED TIME

Should the investigation or processing of any grievance require that a teacher or association representative be released from his regular assignment, he shall be released without loss of pay or any benefits.

PERSONNEL FILES

All documents, communications, and records dealing with the processing of a grievance shall be filed, but will not be used in the evaluation process of said individual or Association members. (11-30-81)

Article I Agreement

This agreement for 1982-83 school year entered into this fourteenth day of January, 1982 between the Sallisaw Association of Classroom Teachers, a voluntary organization, hereinafter called the "Association," and the Sallisaw Board of Education, hereinafter call the "Board," in the School district of Sallisaw, Oklahoma. The signatories be the sole parties to this agreement.

Article II Extent of Agreement

Articles of this Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to the Agreement.

Any individual contract between the Board and an individual teacher shall be expressly made subject to and consistent with the terms of this or subsequent agreements to the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

If any provision of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force effect. (82-83)

Article III Association Rights

The Association, in order to carry out its activities, shall have use of the building for meetings, upon clearance from building principal, and use of equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment when such equipment is not otherwise in use or after school hours.

Duly authorized representatives of the association and their respective affiliates shall be permitted to transact official Association business on school property at other than class time, provided that this will not interfere with or interrupt normal school operations or student activities.

The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least of which shall be provided at the Association's option in each school building, and shall be updated. The Association may use the district mail service and teacher mail boxes for communication to teachers, as long as postage is not required.

Fort Wayne Community Schools v. Fort Wayne Education Association, Inc. 977 F. 2d 358 (7th Cir 1992) makes it illegal for school districts to carry the mail of the association.

Teacher mail boxes in each building may continue to be used by the SACT for their own distribution of information. (95-96)

The rights granted herein to the Association shall not be granted or extended to any other Teachers' Union claiming to represent teachers. (82-83)

The Association agrees to continue to log items copied on the school copiers. The Association will continue to reimburse Sallisaw Public School for the paper used by the Association. No later than June 30th each year. (89-90)

ASSOCIATION LEAVE DAYS

A pool of ten days shall be provided to the Sallisaw Association of Classroom Teachers for the purpose of legislative visits, Association related professional meetings, and Association business. No more than five days will be used from this pool on a given day except for the Delegate Assembly. No individual teacher, other than the SACT President, shall use more than four days from the pool during the school year. Days from the pool may not be approved for use by individual teachers for personal use.

The SACT President will control and approve the use of these days. Written notification for these days shall be made to the principal. Such notification shall be made at least two days in advance of the anticipated absence, except for legislative visits. Notification of legislative visits shall be made at least one day in advance of the anticipated visit. Substitute will be paid by the school. (84-85)

The Association shall be granted five (5) additional days to be used after the present ten (10) days are exhausted. The Association shall pay the substitute, and the teacher shall not be charged any leave time. The building principal and SACT President shall meet and reach mutual agreement concerning the use of these additional five (5) days. (87-88)

BOARD MEETING AGENDA PACKET

The district shall provide the president of the Sallisaw Association of Classroom Teachers a copy of the agenda prior to any meeting of the Board of Education. Copies of the encumbrances, activity fund reports, treasurer's report, and unofficial Board minutes shall be given to the SACT President or his designee during each meeting of the Sallisaw Board of Education. These copies shall remain in possession of SACT. (85-86)

Board Meeting Minutes- The Board of Education agrees to provide all certified personnel a report of the monthly Board Action via school e-mail. (06-07)

DISCIPLINE POLICY

The Board of Education agrees that the Association shall recommend two teachers for each teacher position open on the Discipline Policy committee for the Sallisaw Schools. (86-87)

STAFF DEVELOPMENT COMMITTEE

The Sallisaw Association of Classroom Teachers shall submit two names for each teacher vacancy on the Staff Development Committee, indicating first and second choice. Each school site will be represented with one member. The fifth teacher member of the committee shall serve at large. (88-89)

FALL MEETING

The Sallisaw Association of Classroom Teachers shall plan and conduct a professional day in the fall of each year. (88-89)

Article IV Duration

The terms and conditions of this Agreement shall bind the Association and the Board during the 1982-83 school year and shall remain in full force and effect and continue to be binding on both parties until superseded or replaced by a subsequent agreement. (82-83)

Article V Reduction in Force

In the event of a need to reduce the number of certified personnel because of a projected decrease in student enrollment, a loss of revenue from any source which necessitates a reduction of teaching services, and/or changes in educational program or curriculum which necessitates a reduction in teaching services, the over-all staffing needs of the district will be a consideration in establishing priorities. Every effort will be made to accomplish the necessary reduction by a combination of attrition and transfer. When this is not possible, the following guidelines will be followed:

a. A tenured teacher whose evaluations indicate satisfactory teacher competence may not be dismissed while a probationary teacher is retained in a position which the tenured teacher is qualified by certificate to fill.

b. Tenured teachers will be dismissed according to least number of years in the district, certification, education, and training within the areas of assignable positions, and competence as determined by district evaluation.

c. Probationary teachers will be dismissed according to least number of years in the district, certification, education, and training within the areas of assignable positions, and competence as determined by district evaluation.

d. Tenured teachers dismissed through staff reduction will be offered reemployment, (if qualified by certificate for an assignable position), which occurs within one year (by June 30 of the next year) after the dismissal and before probationary teachers are added to the staff. (82-83)

Article VI Salary Schedule

The Sallisaw Board of Education will agree to allow certified personnel to receive the existing "B.S.+15" lane change if that person has a Master's degree plan on file or if

the Staff Development Committee approves course work that has a direct bearing on instructional improvement or is directly related to specific certification. (91-92)

The Sallisaw Board of Education agrees to deduct retirement allotment equally from each of the twelve warrants. (92-93)

The Sallisaw Board of Education agrees to fully fund H.B. 1017 State Mandated salary schedule and to provide all certified personnel with more than 15 years experience an \$800.00 salary increase for 95-96. (95-96)

The Sallisaw Board of Education agrees to fully fund H.B. 1017 State Mandated Salary Schedule. Senate Bill 1100, which would have changed the salary schedule, was vetoed. This removed the pay increase for teachers with 16 through 25 years experience.

In a good faith effort the Board proposes to continue the schedule for 16-25 years and label this, "Experienced Stipend" to be paid only for the 1996-97 term. This cannot become part of the regular salary schedule until it has become law and is funded. (96-97)

Stipend- Teacher consultants for entry year teachers will be paid the stipend in one lump sum check payable at the end of the semester which they rendered service or the teachers choice of monthly payment. (97-98)

Salary- The Board of Education proposes to make the stipends paid in 96-97 as part of the salary schedule. The Board proposes to adopt the state salary schedule and add \$250.00 at each step as an increase. The salary schedule will go from zero to 25 years. Those teachers off the salary schedule will be given a \$332.00 increase in addition to the \$250.00 increase. Fringe benefit wording will be removed from the salary schedule and all money is paid in salary. (97-98)

Sallisaw Board of Education proposes to pay a stipend to all certified teachers in the amount of \$200.00. This proposal will not take effect until after June 1, 1998 and will be paid on the last teacher pay check. This agreement will be null and void if there is a funding cut to the Sallisaw Public Schools budget or a natural disaster causing the funds to not be available. The funding cut must be equal to the proposed increase to void the agreement. Any cut will be adjusted to the stipend in accordance to the amount of the cut. The formula used will be 60% of the net amount of money divided by the number of certified teachers. (98-99)

Sallisaw Board of Education will increase the 1999-2000 salary schedule by \$250.00 the amount now being paid above the State Minimum Salary Schedule. This increase would apply to each step on the salary schedule. The total increment is \$500.00 above the State Minimum Salary Schedule at each step. (99-00)

The Sallisaw Board of Education proposes to add \$250.00 at each step on the salary schedule. Making the total paid above the state minimum salary schedule \$750.00. (00-01)

Teachers pay checks will be deposited in their checking accounts by direct deposit. Only those banks of financial institutions that are serviced by National Bank of Sallisaw will be used.

The cafeteria plan anniversary date will be used for both plans. When signed up for direct deposit the employee will remain on the plan for one year. The only exceptions to direct deposit change before the anniversary date will be the same requirements as the cafeteria plan. Changes can occur only under certain conditions as stated in the cafeteria plan. (01-02)

Sallisaw Board of Education proposes to add \$250.00 to each step on the salary schedule bringing the total to \$1,000.00 above the state minimum salary schedule on the 2001 salary schedule.

Sallisaw Board of Education proposes to add one step on the salary schedule for 2002, making the total of 26 steps. This will allow all teachers to receive an increment of \$332.00

Sallisaw Board of Education will agree to pay all increments of \$332.00 on the 2002 schedule as well as lane changes.

Every teacher will receive a total of \$582.00 under this proposal. (01-02)

Board proposes to add \$500.00 to the teacher salary schedule. This will make the schedule \$1500.00 above the state minimum. Each teacher will receive the increment and all will receive a total of \$832.00 increase. (04-05)

The Sallisaw Board of Education adopts the 2005-2006 State Minimum Teacher Salary Schedule. The Sallisaw Board of Education will add \$2000.00 to each step of the State Minimum Salary Schedule for 2005-2006. (05-06)

The Sallisaw Board of Education adopts the 2006-2007 Oklahoma State Minimum Teacher Salary Schedule. The Sallisaw Board of Education will add \$2000.00 to each step of the State Minimum Salary Schedule for 2006-2007. The Board will also add the step 26 to the State Minimum Salary Schedule. (06-07)

The Sallisaw Board of Education adopts the 2009-2010 Oklahoma State Minimum Teacher Salary Schedule. The Sallisaw Board of Education will add \$2000.00 to each step of the State Minimum Salary Schedule for the 2009-2010. The Board will also add the steps to 30 years to the State Minimum Salary. (09-10)

The Sallisaw Board of Education adopts the 2010-2011 Oklahoma State Minimum Teacher Salary Schedule. The Board will add \$2000.00 to each step of the state minimum Salary schedule and each teacher will advance one step. Those teachers that have gone past the last step will receive the \$425.00 increment as stated on the state schedule. (10-11)(11-12)

The Sallisaw Board of Education adopts **2016-2017** Oklahoma State Minimum Salary Schedule. The Board will add \$2000.00 to each step of the state minimum Salary schedule and each teacher will advance one step. Those teachers that have gone past the last step will receive the \$425.00 increment as stated on the state schedule.(2013)(2014)(2015)(2016)**2017**

Mentor teachers are not required to serve on the committee. This is a partly funded item on state appropriations.

Stipends will be paid on an equal division of the money appropriated to Sallisaw Schools. The Sallisaw Schools appropriation for mentor teachers will be divided among the teachers that served as mentors and paid at the end of the year. (04-05)

Extra Duty Compensation- the Sallisaw Board of Education agrees to compensate all activity sponsors required to put in time outside the normal workday. The Board further agrees to publish a pay schedule to reflect the compensation for each extra duty position. (06-07).

Article VII EVALUATION

The evaluation of the instructional staff shall be recorded as stated in Article VI, and Section 98 pages 113...114 of the School Law of Oklahoma, 1984 edition. (85-86)

Oklahoma Law states “In those districts in which there exists professional negotiations agreement made in accordance with Sections 509.1 at Seq. of this title, the procedure for reevaluation members of the negotiations unit shall be a negotiable time.” The Evaluations Instrument of Sallisaw Public Schools will be reviewed annually by the evaluation of certified staff in Sallisaw Public Schools will be instrument that has been agreed upon by the negotiations teams. (91-92)

The Sallisaw Board of Education shall review the teacher evaluation instrument on an annual basis. In addition, specific evaluation forms shall be presented for library/media center specialists and for counselors. These evaluations forms shall be based upon minimum criteria for the respective positions. (92-93)

As required by Senate Bill 2033 of the 1st session of the 53rd legislature adoption of the TLE evaluation model must take place for fiscal year 2013. It shall be the consensus of both organizations to adopt the Tulsa Model as the sole evaluation instrument beginning in fiscal year 2015. Fiscal year 13 and 14 will be pilot years for the new evaluation instrument and shall be used in conjunction with, not in lieu of, the Minimum Criteria Model previously negotiated by the Board and SACT.(2013)

Article VIII LEAVE

Each certified person shall be given a statement at the beginning of each school year listing all accumulated and available sick leave. (84-85)

The Board of Education agrees to alter the four categories of Emergency Leave to five categories to include:

1. Bereavement(07-08)

The use of bereavement leave will remain at five days total for a year. Bereavement Leave falls under Emergency leave. One of the five days Emergency Days may be used for bereavement that does not meet the defined affinity below, upon approval of the building administrator(2015). The family members for Bereavement Leave are:

Spouse	Child's Spouse	Brother	Foster Children
Child	Parent's Spouse	Sister	Sister's Spouse
Parent	Grandchild's Spouse	Spouse's Child	Spouse's Parent
Grandchild	Grandparent's Spouse	Spouse's Gr. Child	Spouse's Gr. Parent
Grandparent	Brother's Spouse	Spouse's Brother	Spouse's Sister
Step Mother	Step Father	Step Sister	Step Brother

These family members are used as definition under bereavement and all other funerals fall under Personal Business Leave.

2. Judicial of Court Affairs
3. Illness of accident above and beyond the limits of sick leave
4. Natural Disaster
5. Adoption (84-85)

The accumulation of unused sick leave is allowed to accrue to 80 days. At the end of each school year, each teacher who has accumulated 80 such days shall be paid \$20.00 for each unused day of sick leave beyond the maximum accumulation. (88-89)

The Sallisaw Board of Education agrees that the accumulation of sick leave will be allowed to accrue to 100 days. (91-92)

All certified teachers that have accumulated over 100 days of sick leave at the end of the school year will be paid Certified Substitute Pay for each unused day of sick leave beyond the 100 maximum accumulated. (2016)

The amount of time deducted for missing parent/teacher conferences should be half a day on Thursday night and half a day on Friday morning. House Bill 1864 states that parent/teacher conferences should be for six hours per semester. If teachers are required to be here for three and a half hours on Thursday night and three and a half hours on Friday morning, that constitutes a whole day. (2013)

SICK LEAVE BANK

- A. The Sallisaw Board of Education wishes to administer a leave sharing program for all certified district employees. The program shall permit district certified employees to donate sick leave to a fellow district employee, after they have

exhausted all accumulated sick leave, emergency leave and personnel business leave. Also they must complete a twenty day substitute deduct for the Family Medical Leave act. A teacher is absent due to personal or family catastrophic illness or injury, documented as such by a physician or temporary disability resulting from pregnancy, miscarriage, childbirth, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.

B. Administration

1. A committee shall be established and maintained for the purpose of administering the provisions of this policy and making any determination necessary.
2. The Sick Leave Bank Committee shall consist of an administrator appointed by the superintendent and one contributing certified person from each building site appointed by the SACT. Records for the Sick Leave Bank will be kept in the superintendent's office. Members shall serve a three year term. A chairperson shall be selected from among the committee members by the committee members and a one year term.
3. The Superintendent shall be a participant of the committee and shall not serve as chairperson.

C. Definitions from State Law.

1. "Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee:
2. "Household members" means that person who resides in the same homes, 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:
3. "Severe" or "extraordinary" means serious, extreme, or life-threatening including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery there from:
4. "District employee" means a certified person.

D. A district certified employee may be eligible to receive shared leave pursuant to the following conditions:

1. The Sick Leave Bank Committee determines that the employee meets the criteria described in this section.

2. The employee has abided by district policies regarding the use of sick leave.
- E. A district certified employee may donate annual leave to another district employee only pursuant to the following conditions.
1. The receiving employee has exhausted, or will exhaust all, leave earned pursuant to the above definitions.
 2. The conditions have caused or are likely to cause, the employee to go on leave without pay or to terminate employment;
 3. The Board of Education permits the leave to be shared with an eligible employee.
 4. The amount of leave to be donated by an employee is set at one (1) day per year.
 5. District Certified Employees may not donate excess sick leave that the donor would not be able to otherwise take.
- F. The Board of Education sets the amount of leave an employee may receive at fifty (50) days per year.
- G. The Sallisaw Board of Education shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- H. The receiving employee shall be paid the regular rate of pay of the employee. The sick leave received will be designated as shared sick leave and be maintained separately from all other sick leave balances.
- I. Any donated sick leave may only be used by the recipient for the purposes specified in this section.
- J. Any shared sick leave not used by the recipient during each occurrence as determined by the Sick Leave Bank Committee shall be returned to the bank.
- K. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purposes of the leave sharing program.

Enrollment

A teacher may donate sick leave pursuant to the following conditions.

1. A donating teacher may share sick leave provided the donation does not cause the sick leave balance to fall below ten days.

Each certified employee who chooses to participate in the sick leave bank shall contribute one day of sick leave at the beginning of the program or within twenty (20) days of initial employment if initial employment begins after the beginning of the school year. This is done by submitting an “application for sick leave bank membership” Enrollment after the first year of the operation of the bank or the employee’s first year shall be limited to those times when additional days are requested from members, (see maintenance 1.)

Maintenance

1. Membership is maintained by contributing additional days to the bank when requested by the Sick Leave Bank Committee. If at any time the number of days in the bank drops below one-half (.5) days, times the number of bank members, members shall be asked to contribute another day to the bank.
2. Members shall have twenty (20) working days after receipt of such a request to make their contribution.
3. Members who fail to contribute another day when asked to do so shall be deemed to have waived their right to continue as a member of the bank or to use bank days, unless that member is unable to contribute additional days, in which case that member maintain membership if the sick leave bank committee determines that he/she has shown good cause, in writing, for not being able to contribute and additional day.
 - a. Members granted such an exception shall contribute another day to the bank as soon as they have a day to give.
 - b. Certified Employees who have waived their right to continue as members must comply with the provisions in Section “Enrollment” in order to re-enroll in the bank.

Procedures and limits for withdrawal of days

1. Requests for bank days shall be limited to a catastrophic illness or injury to the person as stated earlier for qualifications.
2. Requests for bank days shall be submitted on the Sick Bank Application form to the Superintendent within ten working days of the first day that the member returns to work.
3. A member need not exhaust his/her accrued sick days prior to requesting days from the bank. A member may be granted up to, fifty (50) days from the bank per occurrence.
4. No member shall be granted more than fifty (50) days per membership year.

Workers' Compensation

1. Members who are receiving workers' compensation for job-related illness or injury shall not be eligible to receive sick leave bank days while they are receiving workers' compensation.
2. Members may not use salary protection plans and sick leave banks days.

Days contributed shall be deducted from the employee's accumulated sick leave contributions and/or assessments to the sick leave bank shall not affect accumulated sick leave calculated for retirement, upon retirement the days will remain in the bank and not be bought back. (07-08)

LEGAL PROCESS LEAVE

Teachers shall be granted leave to serve on a jury or as a witness in a criminal, civil, or juvenile proceeding. The teacher shall be paid his/her current contract salary, less any compensation received by that teacher for jury or witness services, exclusive of parking and/or mileage reimbursement. (90-91)

PERSONAL BUSINESS

Personal business is defined as business transactions required to be conducted during the same hours that school is in session.

- a. Three (3) days personal business
- b. Notify principal at least two (2) working days in advance, except in cases of emergency
- c. School pays substitute

The following types of trips or leaves are not classified as business leaves:

- a. Out of town shopping
- b. Hunting or fishing trips
- c. Vacation or pleasure trips

Abuse of personal business leave would result in termination of employment pursuant to a "willful neglect of duty" clause. (82-83)

The board agrees that the explanations required on the use of sick leave will only be those required by law. Personal business leave will require no explanation; however, a signed statement on the personal leave and that the abuse of this leave agreement would result in termination of employment pursuant to a willful neglect of duty clause. (86-87)

The Board of Education agrees "The school will buy back any unused personal business days at the rate of \$35.00 per day each school year." (88-89)

The Board believes the personal business addressed in the Negotiated Agreement should remain unchanged at this time.

The items listed as restrictions are not valid reasons to not attend work, except Item D Sick Leave. (96-97)

Personal business leave- Teachers will receive three days personal business leave. Teachers will be paid \$35.00 for each of the three days of personal business leave not used. If a fourth day of personal business leave is needed one emergency day may be used. (97-98)

The Board of Education agrees to buy back unused personal business days at ~~\$50.00~~ \$65.00 (2015) per unused day. Each teacher is to receive three days total at the beginning of each year. (04-05)

Teachers will receive three days personal business leave. Teachers will be paid certified sub pay for each of the three days of personal business leave not used. If a fourth day of personal business leave is needed one emergency day may be used. (2015)

Personal business leave- When a certified employee uses a personal business day, their contract obligation for that day ends when they have completed their personal business. (97-98)

Teachers will be allowed to attend conferences, educational workshops, or training one day per year on an approved basis. This conference, workshop, or training session must be in the teacher's assignment area and must have the approval of the building principal. (87-88)

Article IX SEVERANCE PAY

The Board of Education agrees to the following revisions: Upon retirement from the Oklahoma Teacher Retirement System each teacher shall be paid \$15.00 for each unused day of sick leave, personal leave, and emergency leave he or she has accumulated in the Sallisaw School District. The teacher must notify in writing the Board of Education by April 25 of his intended retirement in order to be eligible for collection. This date may be waived in the event of legislative decree of affecting retirement. (86-87)

The Board of Education shall upgrade the Severance Pay Benefits for certified employees to include: Upon retirement from the Oklahoma Teacher Retirement System each teacher shall be paid \$20.00 per day for unused days of sick leave (100), \$35.00 per day for personal business leave (3), and \$20.00 per day emergency leave. (88-89)

Retirement Incentive- Sick days will be bought back at \$30.00 per day up to 100 days for a retiring teacher. Others will remain at \$20.00. A resignation must be accepted by the Board of Education before the funds are paid. (97-98)

Upon retirement from the Oklahoma Teacher System, each teacher shall be paid Certified Substitute Pay(2016) for each unused day of sick leave. The Teacher must notify in writing the Board of Education by April 25 of their intended retirement in order to be eligible for collection. This date may be waived in the event of legislative decree

that would affect retirement. The Board of Education agrees to continue to buy back unused Personal Business days but not connected with retirement severance pay. (06-07)

LEAVE OF ABSENCE

A tenured teacher shall be permitted to take a leave of absence for one year after teaching in the Sallisaw School System for at least ten years. The teacher shall be guaranteed a teaching position with all accumulated fringe benefits, seniority, and tenure when this year's leave completed. (88-89)

- A. A tenured teacher shall be permitted to take a one year leave of absence after teaching in the Sallisaw School System for at least ten years.
- B. The teacher shall be guaranteed a teaching position with all accumulated fringe benefits, seniority, and tenure when the one year's leave is completed. (88-89)
- C. All requests for leave of absence shall be in writing to the Board of Education.
- D. The employee shall make the request by March 1st. This date will allow the Board of Education.
- E. The employee shall file a declaration of intent to return to service with the Sallisaw Schools, or resign their position by March 1st preceding the beginning of the school years. (89-90)

Article X FRINGE BENEFITS

“Individual policies for persons not member of the staff at Sallisaw Schools will be denied coverage by the Board.” (84-85)

The Board of Education shall agree to enter the Internal Revenue Code, Section 125 of the Revenue Act of 1978.

The amount of the fringe benefit per teacher shall be a minimum of \$1000.00. This action will be reviewed by both teams on an annual basis. (87-88)

The Sallisaw Board of Education proposes that Article X sub 1-2-3-4 be removed from the language of the Negotiated Agreement. The Board of Education proposes that control of Fee Waiver distribution shall be under the direction of the President of the S.A.C.T. Distribution will be fair and equitable for all certified staff members of the Sallisaw School District that are enrolled as graduate students. Three days prior to each enrollment period the S.A.C.T. President will present a list of those names that are to receive fee waivers to the Superintendent.

The Superintendent will complete and endorse the fee waivers as per submitted list. Teachers receiving Fee Waivers will be notified by the Superintendent's office and will pick them up from the Office of the Superintendent personally.

The S.A.C.T. will be informed of the number available Fee Waivers and may have access at any time during office hours to examine Fee Waiver records. All Fee Waivers will be kept in the vault in the Office of the Superintendent due to the monetary value they represent.

ATHLETIC PASS

The Sallisaw Board of Education agrees to provide certified teachers who retire from the Sallisaw School System a lifetime pass to all events. (86-87)

Each teacher shall supply the district with a list of immediate family members (teachers, spouse and dependents not graduated from high school). The district shall issue each person on the list a laminated yearly pass. Anyone not presenting the pass shall be required to pay. (88-89)

Article XI WORKDAY

The principal will make every effort possible to schedule each teacher for a thirty minute, uninterrupted, duty free lunch period each school day. (84-85)

The duty schedules shall be revised to include all certified personnel except principals and superintendent. (84-85)

The building principal will make every effort to insure that classes will not be interrupted unless there is an emergency. Violation of the agreement will be reported to the principal for corrective action. (84-85)

Because of the realignment of teacher assignments, the building duty schedules shall be revised to include all certified personnel, except principals, on an equitable, rotating basis. (88-89)

The Board of Education shall not require teachers to remain more than ten (10) minutes after the students are dismissed for the day with the following exceptions:

- a. Teachers on duty
- b. Parent – teacher conferences
- c. Times that the principal may deem necessary. (87-88)

Staff Development – Principals or Superintendent may require attendance at an in-service training. Teachers may choose to work in their classroom during in-service training if they have accrued the state required number of staff development points. Three hours of attendance is required during a professional day. (97-98)

Teachers will not have required duties assigned to them in excess of 30 minutes before the first bell. If a supervisor is required in excess of 30 minutes before the first bell that person will be employed by the district on an extra duty contract. (11-12)

DUTY FREE XII

Each certified teacher shall have a minimum of 40 consecutive minutes of preparation/planning/conference time per day. (06-07) (Amended)

As an exception to the negotiated agreement (Article XI, "Duty Schedule" the Board of Education agrees to provide the president of the Sallisaw Association of Classroom Teachers a duty free year. This would mean that all non-instructional morning, noon, and after school duties would be assigned to teachers on staff, and would exclude the president. This duty-free year would remain in effect during the term of office for the SACT president. The SACT president would be released as approved or requested by the principal of the assigned building for any other time during the school day. (90-91)

Teachers and teacher assistants may perform all non-instructional duties as assigned by the principal. Principals shall assign non-instructional duties to teachers and teacher assistants on an equitable and rotating basis. (90-91)

When a teacher is absent, or unable to perform his/her duties, an administrator will find a substitute to perform all the extra-duty assignments of the absent teacher during the regular work day. The next teacher listed on the duty schedule will be asked to trade duty times with the absent teacher. (07-08)

Compensation for Substituting During Planning period-When a teacher is absent, or unable to perform his/her duties, a reasonable effort will be made to find a substitute to perform all the classroom and extra-duty assignments of the absent teacher during the regular workday.

If after all reasonable efforts have failed to obtain a substitute for the absent teacher any teacher who is directed to use their planning period to assume the classroom or extra-duty assignments of the absent teacher will be compensated \$15.00 per hour.

Teachers who voluntarily cover a class or a portion of a class may do so without compensation and such substituting shall not result in any leave being charged to the teacher for whom they are substituting.

The same compensation should occur if any teacher is asked by an Administrator to combine classes due to teacher absence. (09-10) (Amended)

Article XIII SCHOOL CALENDAR

The Superintendent of Sallisaw Schools is charged with presenting the school calendar to the Board of Education, but he shall seek input into its formation by consulting with the leadership from the Sallisaw Association of Classroom Teachers, principals, non-certified personnel, and the community. (83-84)

Article XIV WORKING CONDITIONS

Each site will have a teachers' lounge that is not utilized as a sick bay or place of physical therapy for students.

Teacher lounges have not been negotiated. Workrooms have been negotiated and are used as a place for a teachers' lounge on three of the campuses. In Eastside Elementary there is not sufficient room to allow for a separate teacher lounge room. The room that is now used as a lounge was first dedicated as a sick bay and the nurse assistant was stationed in that room. The room is also used for physical therapy for students. In the process of trying to accommodate the teachers the nurse assistant has been moved to the secretary office.

Two options may be proposed. First choice; the bed for the sick students, that is not used often, can be eliminated. Physical therapy for students will be done in the classroom of teachers on conference period and the teacher can go to the lounge. (01-02)

The Board of Education agrees that "every effort will be made to improve the maintenance and repair of the facilities and equipment." (87-88)

Class size is a topic that has been addressed by the state legislature; it is the desire of the Board of Education to hold class size to minimum, and every effort will be made to accomplish this. However, until proper funding for this item can be re-established at the state level, "class size" will have to be maintained with a certain degree of flexibility. (87-88)

Teachers shall have input into the selection of equipment and materials used in the classroom. (87-88)

The district-wide discipline policy is being prepared by a committee of teachers and administrators. Upon completion and subsequent adoption by the Board of Education, this policy will be made available to each and every teacher. (87-88)

Teachers in the curriculum area affected by changes in the curriculum shall have the opportunity to participate in the formation of such changes. (87-88)

Sallisaw Schools are working toward providing adequate hard surfaced parking at each school site for the faculty. (88-89)

Sallisaw Schools will provide a paved surface parking at each school site for the faculty. (2010-2011)

The Board of Education shall ask for input from principals and staff as they begin the process of providing age appropriate necessities for the classroom. (88-89)

Teachers shall be allowed to order supplies from any company that meets the needs of their classroom, with the approval of the principal. (88-89)

Every effort will be made to see that no person will be required to use personal vehicles. (88-89)

Teachers who need supplies in addition to the \$120.00 should make request through their building principal. (88-89)

The Sallisaw Board of Education agrees to allocate each teacher \$120.00 to purchase instructional supplies annually. Any additional materials needed above \$120.00 will be submitted to the building principal and school district purchasing agent for approval. (91-92)

The Sallisaw Board of Education agrees to allocate each teacher ~~\$180.00~~ \$120 .00 (2016) to purchase instructional supplies annually. Any additional materials needed above the ~~\$180.00~~\$120 .00 (2016) will be submitted to the building principal and school district purchasing agent for approval. Each individual teaching supply will be listed on the requisition. (07-08) (2016)

Classroom resources supported by other district means, which include printer/toner supplies for individual classrooms, may be charged against the ~~\$180~~\$120 .00 (2016) classroom allocation as deemed appropriate by district administration(2015)(2016)(**2017**)

The Board agrees to furnish a school lunch for those certified personnel that are on duty during their entire lunch period. (96-97)

The Sallisaw Board of Education agrees to provide a complete calendar of all school events to each building SACT representative. (95-96)

1. The Sallisaw Board of Education agrees that all buildings of the Sallisaw School District be smoke free.

2. The Sallisaw Board of Education agrees to provide a sick room for students who are ill and unable to reach their parents or someone to pick them up, in order to keep sick students away from others.

3. The Sallisaw Board of Education agrees that faculty in unattached buildings (away from main buildings) will be allowed to sign in and out by the closest telephone. (92-93)

Storage – When teachers are required by the school district to box all books and materials in their classrooms at any time during the year the school district will provide the necessary boxes and storage space. (97-98)

All District wide committees will be posted for information before selections are made. Posting will be in the teacher workroom. (05-06)

The Sallisaw School District will provide line item clarity for each deduction on the certified staff check stub. Each Certified Staff will be given a copy of their Benefit Election form signed by them. This will explain their deductions. (05-06)

Teacher Travel- Any teacher whose primary assignment requires travel between campuses on a daily basis may apply for travel reimbursement. Travel between schools on a daily basis during the school day shall be reimbursed at the current mileage rate of .55 cents per mile. A travel log is required to be presented with an invoice each month. Travel must be within the normal school hours to qualify. This item is not retroactive

and all claims must be submitted by the last day of the school year. (06-07) revised (08-09).

The Sallisaw Board of Education will provide academic quarterly paychecks for paid activity duties and for substitute cover pay. All appropriate taxes will be withheld. There will be no direct deposit for these four warrants (2016)

A hard copy of the Sallisaw School Board Policy Book will be placed in each of the media centers at each school.(11-12)

CLASS SIZE

Efforts will be made to reduce class size, especially at the lower elementary schools. (88-89)

The Board agrees to abide by the laws and penalties regarding class size as established by the Oklahoma State Department of Education.

Article XV TIMELINE

To facilitate budget and financial planning, the Board of Education and the Sallisaw Association of Classroom Teachers agree to make every effort to conclude negotiations at the table within six weeks of legislative adjournment. (85-86)

State law dictates what items are negotiable. Some items come to the table that do not fall in the scope of bargaining, but are managerial in nature. The Board request these items be identified and solutions worked out that do not reduce them to part of the negotiated agreement. (95-96)

Article XVI TEACHER PLACEMENT

The Board of Education agrees to provide for the posting of any certified staff and administrative vacancies in the four schools of the district, and the administrative offices. These vacancy notices shall describe the position, building qualifications to be considered in filling the vacancy, and the deadline for submitting applications. In the event that the summer recess is in effect, the certified staff who had expressed a written statement of interest will be notified.

If reassignment of a certified staff member is to be made, written notice shall be given. This notice shall specify the building, grade level, and subject area to which the certified staff member is to be assigned. Included in this written notice shall be a statement as to the reason (s) for the re-assignment. The certified staff member shall have the right to request conference with the principal to discuss the re-assignment. If no re-assignment is anticipated, this shall be reflected on the annual teacher evaluation form. This evaluation form shall serve as formal notice of anticipated continuation in current instruction assignment. (91-92)

Each teacher will be notified of the ensuing school year's tentative teaching assignments no later than the last teaching day of the current school year. If, during the summer, a

situation arises that requires a change in teaching assignment(s), the teacher (if available) will be A) Consulted immediately upon final decision; B) Given the Teacher's Edition of the principle textbook(s) and given the opportunity to discuss the proposed reassignment with the building principal(s) and/or the Superintendent/designee. C) Any teacher affected by a change in assignment will have the option to write a statement which shall be placed in the teacher's evaluation file. (2015)

Article XVII INDIVIDUAL RIGHTS – NON EXISTANT

Teachers Personnel File

Article XVII does not exist in the negotiated agreement. Teacher Personnel Files are the managerial right of the administration and School Board and are therefore non-negotiable. (09-10)