

COWETA PUBLIC SCHOOLS

Agreement

BETWEEN THE

CPS BOARD OF EDUCATION

AND THE

COWETA EDUCATORS' ASSOCIATION

2018-2019

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AGREEMENT BETWEEN THE COWETA BOARD OF EDUCATION
and the COWETA EDUCATORS' ASSOCIATION
2018 - 2019

This agreement entered into this ____ day of August 2018, by the Board of Education for the Independent School District 1-017, Coweta, Wagoner County, Oklahoma, hereinafter called the "Board" and the Coweta Educators' Association, hereafter called the "Association".

Witnesseth:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of Independent School District 1-017 is their actual aim.

WHEREAS, the Association is the professional organization organized to represent a majority of the professional educators, employed by and serving in district within the meaning of the laws of the State of Oklahoma.

WHEREAS, it is the duty and obligation of the Board and the Association, pursuant to the laws of the State of Oklahoma herein referred to, to negotiate in good faith on items affecting the performance of professional services, and

WHEREAS, the parties have reached certain understandings and agreements one with the other and wish to confirm the same by reducing them to writing as part of this agreement,

Now, THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties as follows:

PROVISIONS

This agreement shall become part of the contract entered into between the Board and the individual members of the Association. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. If any provision of this agreement or any application of this Agreement to any employee or group of employees is held to be 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 applications of the Agreement between the Board of Education and the Coweta Educators' Association shall be held valid.

PROCEDURAL AGREEMENT

I. PURPOSE

A. The Board of Education of the Coweta Public Schools and the Coweta Educators' Association recognize the need for an orderly process of communication for administering employer/employee relations, which conform with Oklahoma Statutes.

B. The Board and the Association further acknowledge that the welfare of the children and professional educators of the Coweta Public School District are of importance in the successful operations of the Coweta School District and that this objective shall be promoted by both parties.

C. Both parties further recognize the desirability of establishing procedures for an open exchange of ideas and views as they negotiate in good faith as required by Oklahoma Statutes.

II. RECOGNITION

A. This Agreement is made and entered into by and between the Board of Education of Coweta Public Schools, Independent School District 1-017 of Wagoner County, Oklahoma, hereafter termed the "Board" and the Coweta Educators' Association, an affiliate of the Oklahoma Education Association, and National Education Association, hereafter termed "Association".

B. The Board hereby recognizes the Association as the exclusive negotiation representative for the bargaining unit consisting of all employees who are required by the position in which they are employed to be licensed or certified teachers, and who do not hold supervisory authority with respect to other teachers of the Coweta Public Schools. The Board agrees not to recognize any other negotiation organization as the representative of the members of the bargaining unit for the duration of this Agreement. Any person who desires not to be represented by the Association may so state in writing to the Board and to the Association. However, the Board may not grant greater or lesser salary and/or benefits to those eligible employees who chose not to be represented by the duly authorized bargaining agent.

C. The Board and/or Association shall not discriminate against any person regardless of membership or non-membership in Association, for participation or non-participation in any phase of the bargaining process.

III. SCOPE OF BARGAINING

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

B. The Board retains and reserves unto itself, without limitations, all powers, rights and authority conferred upon and vested in it by State and Federal law, including the right to make policy, rules and regulations which are not inconsistent with the Negotiated Agreement.

C. There shall be no negotiation on inherent managerial responsibilities including but not limited to, the functions of programs of the District, the establishment of the District's budget, the organizational structure, and selection of personnel.

IV. NEGOTIATION PROCEDURES

A. Negotiating Teams

1. The Board and the Association shall each designate in writing, at the first negotiating session, the names of not more than six (6) persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this agreement. The representatives of the Board shall be presently serving on the Board or employed by the Board, or be an employee of an agency contracted by the Board to negotiate contracts and the representatives of the Association shall be presently members of the bargaining unit or statewide Association staff members. Each party shall designate the person on its team who will serve as the spokesperson. Neither party shall attempt to exert influence over the other party's selection of representatives. Each party may also designate up to three (3) alternates who may attend negotiation sessions only when serving in the place of an absent regular team member. In addition, each party may designate two (2) observers who may be permitted to attend negotiation sessions by mutual consent.
2. Each team's spokesperson may designate any other team member to speak.

B. Open Negotiations

1. 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.
2. All items under the negotiation shall be disposed in one of the following ways:
 - a. tentative agreement:
 - b. withdrawal of the items:
 - c. submission of the item to impasse.
3. Other meeting ground rules shall be set by mutual agreement by the parties.

C. Tentative Agreement

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

V. FACT FINDING COMMITTEE

- A. 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. Unless otherwise provided for by law, days mean calendar days. Time limits set forth herein may be extended by mutual agreement of the parties.
- B. If impasse is declared the items causing the impasse shall be referred to a three (3) member fact-finding committee. (See Oklahoma Statutes for establishing a fact-finding committee).
- C. 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 equally be shared by the Board and the Association.

VI. NO STRIKE CLAUSE LAW

The procedure provided for herein for resolving impasse shall be the exclusive recourse of the Association. It shall be illegal and a violation of this Agreement for the Association or the members of the bargaining unit to strike or threaten to strike as a means of resolving differences with the Board.

VII. SAVINGS CLAUSE

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. If both parties mutually agree, they may meet immediately to negotiate a replacement for the item found contrary to law.

VIII. DURATION OF PROCEDURAL AGREEMENT

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

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

Adopted _____

President of the Board _____

President of the Association _____

ASSOCIATION ACTIVITIES

I. After scheduling with the Superintendent or designee, the Association *may* use school facilities for meetings of the Association. Such meetings may only be scheduled after the teacher work day, and at times which do not interfere with other scheduled activities of the district.

II. The Association shall be permitted to distribute information related to the official business of the Association by placing such material in the individual employee mailboxes and on the bulletin board in the teachers' workroom or lounge at each building site. Such material shall not suggest, urge, or propose any action by a teacher to violate, ignore or resist any term of this agreement, administrative regulation or policy.

GRIEVANCE PROCEDURE

I. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may arise.

II. Definition: A grievance shall mean a dispute or disagreement involving interpretation or application of established rights to fair treatment, or of an existing board rule, policy, or practice, or that an employee has been treated inequitably, or that there exists a condition which jeopardizes employee health or safety. Both parties agree that these proceedings will be kept informal at any level, unless otherwise established, by one or more of the parties, whereas all time limits become instated. All proceedings and materials will be kept confidential by all parties involved. (See Appendix for form)

III. Level One: An employee with a grievance will first discuss it with his/her principal or immediate supervisor and will notify the supervisor they have a grievance with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the disposition of the informal meeting, he or she may file a written grievance with their supervisor to be presented within ten (10) working days of the informal meeting. The aggrieved person shall receive a written response from their supervisor within ten (10) working days of the written grievance.

IV. Level Two: If the employee is not satisfied with the written response in Level One, the employee may send the Superintendent a letter with attachments including the written grievance, written responses, a list of witnesses and any other pertinent information, requesting that the Superintendent hear the grievance. The Superintendent or designee will hold a meeting between the parties within fifteen (15) days of the request. The Superintendent or designee will communicate to the involved parties a written decision within fifteen (15) working days of the meeting.

V. Level Three: If the aggrieved party is not satisfied with the decision of the Superintendent, the party shall submit within fifteen (15) working days a written grievance to the Board of Education for their decision at the next regular meeting. The grievant will present to the Board of Education witnesses and evidence only from Levels One and Two of the proceedings. The Board of Education will issue a written response to the grievant and all parties involved within fifteen (15) working days after the hearing in the regular Board of Education Meeting.

VI. Miscellaneous

Employee Rights: All parties to a grievance are assured of freedom from restraint, coercion, discrimination, or reprisal.

A grievant may represent themselves at all levels of the grievance procedure, or at their option, be represented by a person of his/her choosing.

All documents, communications, and records dealing with the processing of a grievance shall be filed in separate confidential grievance files maintained by the superintendent, and shall not be kept in the personnel file of any of the participants. They will not be released without written approval of the employee.

Failure at any level of this procedure for a grievance to be given a reply within the specified time limits shall mean the grievance shall be referred to the next level of the Grievance Procedure.

Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.

Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present.

A grievance may be withdrawn by the grievant at any level.

Evidence and/or witnesses at Level Three of this procedure shall be limited to that which was presented at Level One and Two.

All meetings and procedures with the exception of those at Level Three under this procedure shall not be conducted in public and shall include only parties in interest and their selective representatives.

All written documents shall include reasons supporting such decisions.

TEACHER RIGHTS

Nothing contained herein shall be construed to deny or to restrict any teacher such rights he or she has under the laws of Oklahoma and the United States or other applicable laws, decisions, and regulations.

I. The district shall initiate or terminate payroll deductions for either or both professional organization dues and political contributions within five (5) business days or by the next payroll period, whichever is earlier, of its receipt of a written request of a teacher and shall transmit deducted funds to the organization designated by the employee. Within fifteen (15) business days of receiving such a request, the district shall notify the professional organization of the request.

II. The provisions of this contract shall be applied without regard to race, creed, religion, national origin, age, sex, or marital status.

III. Teachers will not be required to perform any duty or act in the normal course of teaching activities which threatens anyone's physical safety or well-being except when personal safety of a student involved.

IV. A teacher shall be entitled to have a person of his/her choosing present during any appearance before the Board.

V. A career teacher shall not be disciplined, suspended without pay, demoted, discharged, or deprived of any professional advantage without just cause (as defined in state law).

VI. Assistance in Assault Cases: All cases of assault suffered by a teacher in connection with his/her employment shall be reported in writing by the teacher to the principal, who shall then transmit the report to the Superintendent.

In any cases of assault upon a teacher or a complaint or suit by a third party as a result of action taken by the teacher while performing his/her duties the district shall render assistance to the teacher by working with law enforcement and judicial authorities.

VII. Legal Counsel: If criminal or civil proceedings are brought against a teacher, which allege that he or she has committed an assault in connection with his/her employment, such teacher may request the Board to furnish legal counsel or defend him/her.

VIII. Dispensing Medication: If directed to dispense medication to a child, written directions for dispensing the medication will be given to the teacher. The district accepts responsibility for liability.

IX. Sexual Harassment:

A. In the case of a certified employee of the school district, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by one employee towards another employee which (a) is made in explicit or implicit terms or conditions of any employee's employment, or (b) is used as a basis for employment decision affecting that employee, or (c) has the purpose or effect of unreasonably interfering with an employee's work performance, or creating an intimidating, hostile or offensive working environment.

B. Any certified employee who is or has been subjected to sexual harassment or knows of any employee who is or has been subjected to sexual harassment shall report all such incidents to the superintendent, assistant superintendent, principal, assistant principal, or any Board member of the school district. It is preferred that all such reports be made in person or in writing signed by the reporting party. However, in order to encourage full and complete reporting of such prohibited activities any person may report such incidents in writing and anonymously by mailing such reports to the personal attention of any of the above-designated persons. All such reports should state the name of the student, employee or applicant involved, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and any other information necessary to a full report and investigation of the matter.

C. Any certified employee who is subjected to job related sexual harassment is entitled to protection under Title VII of the Civil Rights Act of 1964 and the Oklahoma Anti-Discrimination Act and may report such incidents to the United State Equal Employment Opportunity Commission or the Oklahoma Human Rights Commission.

WORKING CONDITIONS

- I. The district will provide a safe and healthy work place for the employees. All unsafe conditions should be reported to the immediate supervisor for consideration and action.
- II. The Superintendent will consult with the CEA officers prior to presenting a calendar for the following school year to the Board for adoption.
- III. The teacher's day shall commence at 8:05 a.m. and end at 3:30 p.m. unless modified by the Superintendent or the Board.
- IV. If possible, telephone facilities shall be made available to teachers with privacy of conversation when desired. Teachers must ensure all calls are school business except for emergency phone calls.
- V. If possible, a conference room will be made available for parent-teacher conferences.
- VI. Every precaution shall be taken to see that the activities of the custodial staff shall in no way interfere with the activities of the classroom.
- VII. All visitors to teacher's classrooms other than administrators must have prior approval of the Principal. Teachers will be given as much prior notice as possible.
- VIII. Students involved in the disruption of the learning process will be administered disciplinary action by the principal after consultation with the affected teacher. If the action results in removal of the student from the classroom, the student will be returned to the classroom at the time considered appropriate by the Administrator following consultation with the student, the parents and the affected teacher.
- IX. Teachers may keep their personal cell phone in their classroom. The phones will be used for emergency calls only. Teacher cell phones will be turned off and not displayed during the school day to ensure classes or meetings will not be disrupted. Cell phones are not to be used by students or in their presence.
- X. Planning: All elementary teachers will have a minimum of 200 minutes of scheduled planning time per week. All secondary teachers will have a minimum of 225 minutes of scheduled planning time per week. Building administrators will make an effort to provide planning time in a single block of time. A teachers' planning time will not be taken to cover another class without consent of the teacher or in case of an emergency.
- XI. All certified personnel will be given a minimum of 15 minutes duty free lunch daily.

XII. Voluntary Transfer: If a position becomes available within the district, the district will post notices in each school site and district's web site (cowetaps.com), three (3) days prior to filling the position. When school is not in session during the summer break, position notices will only be posted on the district's web site. Current employees may request in writing to be considered for any available positions.

XIII. Involuntary Transfer: In the event a teacher is involuntarily reassigned, the district will give notice of transfer stating the reasons for such a transfer. Every effort will be made to make such transfers as easy a transition as possible.

XIV. Personnel Files: All personnel files will be open to the teacher for inspection upon request. Material other than employment records and evaluations may be deleted from the personnel file upon written request of the employee and such information is not required by law to be in the file.

XV. The district will provide a clean work place for employees. All unclean conditions will be reported to the immediate supervisor for consideration and action.

XVI. The Contractual Teacher Work Year for teachers employed on ten-month contracts shall not exceed 180 days, or such shorter period of time as may be approved by the Board for extraordinary circumstances (e.g., school closing due to inclement weather or work stoppage), but in no event less than the number of instructional hours required under the school calendar plus required professional development day and teacher work days.

XVII. Cover pay: Whenever a teacher is required by administration to cover the class of an absent teacher for whom a substitute was not secured, the covering teacher shall be compensated at the rate of \$5 for each 30 minute period. Compensation to be paid with December and August checks.

DRESS CODE

Coweta Public Schools recognizes the influence each employee has on the students in the district as well as the image that each employee reflects to the community and has established as a priority that all employees present themselves in a professional manner. It is, therefore, imperative that certified staff members dress professionally. Appropriate classroom attire does not include blue jeans, jogging suits, or sweatshirts/pants. Fridays, or the last day of a particular week if not a Friday, will be designated as "Spirit Days". Faculty members may dress more casually on these days provided they wear an article of clothing that promotes Coweta Public Schools. Exceptions to the above policy as well as clarification will be at the discretion of the site principal.

EMPLOYEE RESPONSIBILITIES

- I. Employees who are responsible for students whose school attendance is directed by the Individuals with Disabilities Act shall be appropriately and adequately prepared and trained.
- II. Teachers are responsible for all lesson plans, grade reporting and all other managerial duties for their assigned position when circumstances require teachers to be absent from school.
- III. Standards of Performance and Conduct for Teachers (see Appendix)

TEACHER PREPARATION

I. In-service Education: In-service education consists of experience that is planned to help individuals and groups in their work.

The Superintendent of Schools is responsible for the development, maintenance, and operation of an appropriate program of employee service improvement by means of in-service training. He/she, therefore, has the power under budget control to grant temporary leaves of absence or to assign certain employees the responsibility of participating in professional conferences in or out of the city. One aspect of this responsibility is the development and effective operation of curriculum planning special course, and other special activities that will provide a complete and adequate system of instruction and care for all pupils attending school.

II. Instructional and Professional Meetings:

A. School personnel responsible for scheduling meetings shall clear the time, place, and date with the Superintendent. Insofar as possible, building meetings, departmental meetings, and general faculty meetings should be scheduled far enough in advance to give teachers adequate notice.

B. All Certified personnel of the Coweta School System may join the CEA, the OEA and the NEA. All teachers are encouraged to participate in professional activities that are designed to improve the performance of their teaching assignments.

C. All certified employees hired by the Coweta Board of Education will be able to transfer total number of years taught from an accredited school within the state of Oklahoma and up to five years experience from an accredited school from out of state.

III. Staff development committee teacher member selection, will be adopted for the 2018-2019 school year:

A. Teachers shall be notified by the administration of the opportunity to be considered for appointment to the district staff development committee.

B. Interested teachers shall have five (5) work days from notification to inform their principals or designees in writing of their interest in appointment to the district staff development committee.

C. The superintendent or designee shall select teachers from those teachers who have indicated interest and willingness to be appointed to committee.

D. At least one (1) teacher shall be selected from each school site.

E. At a minimum, every four (4) years, at least one (1) member shall be a district school counselor.

F. Teachers shall vote by secret ballot on the entire list of teachers selected by the superintendent or designee. A majority of the teachers voting shall be required for approval.

G. In the event the teachers selected by the designated administrator are not approved by a majority of the district teachers voting, the process shall be repeated.

SUPERVISING INTERN TEACHERS

- I. The quality of teaching done in any classroom is determined in a measure by the kind of preparation the candidate for certificate receives. Since his/her practice teaching experience, and actual classroom situation under the guidance of a competent, experienced teacher, is basic to his/her success, the Coweta Schools may cooperate in providing such opportunities to practice teachers of colleges whose teacher-training programs are approved.

- II. Only those teachers in the Coweta Schools who desire to be supervising teachers in such a program will have student teachers assigned to them.

- III. Mentor teacher selection, will be adopted for the 2018-2019 school year:
 - A. Within five (5) work days of the first (1st) work day of a resident teacher, the principal of the building to which the resident teacher is assigned shall notify all teachers in the building of the need for a mentor teacher and the certification the resident teacher is seeking.

 - B. Interested teachers shall have five (5) work days from the date of notification of the need for a mentor teacher to volunteer in writing to be considered for appointment.

 - C. Upon compilation of a list of volunteers to serve as a mentor teacher or the lack of volunteers, the principal shall share the list or lack of volunteers with the president of the "Association" who shall have up to two (2) work days to provide input.

 - D. Mentor teachers shall have a minimum of two (2) years of classroom teaching experience as a certified teacher.

 - E. When possible, a mentor teacher shall have successfully completed a mentor teacher professional development institute.

 - F. When possible, a mentor teacher shall be assigned to the same school site as the resident teacher.

 - G. When possible, a mentor teacher shall be certified in the certification area the resident teacher is seeking.

 - H. In the event no qualified teacher volunteers to serve as a mentor teacher, the building principal shall appoint a mentor teacher.

EVALUATION OF TEACHERS AND PLAN OF IMPROVEMENT

The primary objective of the classroom teacher's evaluation procedure, as set forth herein, shall be the improvement of instruction. The primary objective of the evaluation of other teachers, as set forth herein, shall be the improvement of services which are provided by such teachers and which are designed to enhance and complement the education process.

I. Evaluation of Teachers:

A. The performance of all teachers shall be evaluated according to appropriate Oklahoma statutes. The evaluation shall take into consideration any circumstances that may adversely affect a teacher's performance. All supervisors and principals evaluating certified teachers will be trained by the State Department of Education in the minimum criteria for effective teachers (See District Policy Book for Evaluation Forms and Criteria.) The district shall make every reasonable effort to give all necessary support and assistance to teachers with respect to maintenance of an appropriate learning environment in the classroom.

B. All probationary teachers shall receive formative feedback from the evaluation process at least two times per year, once during the fall semester by November 30 and once during the spring semester by March 15. Career teachers shall be evaluated once every year and have evaluation and evaluation conference by April 1st, except for career teachers receiving a "superior" or "highly effective" rating under the TLE, who may be evaluated once every three years.

C. All teachers who are evaluated will be presented a copy of the evaluative instrument and will be requested to sign the evaluation form. Teachers may make a response within fourteen (14) calendar days to be attached to the evaluation.

II. Plan for Improvement

A. The evaluating administrator shall provide the teacher with definite, positive assistance to improve the quality of teaching and to eliminate identified deficiencies noted in the evaluation. Such assistance shall be provided in writing as a plan for improvement. It shall be the responsibility of the administrator who issues the plan for improvement to reevaluate the teacher so cited within the time line provided.

B. The plan of improvement shall allow a reasonable time for improvement, which shall not exceed sixty (60) days. If the teacher does not correct the cause for potential dismissal or non-reemployment, within a reasonable length of time, the evaluating administrator shall make a recommendation for the dismissal or non-reemployment of the teacher as provided by law.

DISCIPLINE PROCEDURES

I. Discipline: the Oklahoma School code gives teachers the right of parents to discipline children. When corporal punishment should be administered, it shall be in the presence of the Principal or another certified person. Corporal punishment shall not be administered in the presence of other children.

II. Suspension of Students: When a student becomes a disruptive element and is in violation of the regulations of the school, he or she may be suspended under the Board of Education Policy: (Refer to the student handbook policy from secondary and elementary schools). The teacher of the affected pupil will be consulted along with the parent(s) prior to readmitting the pupil to class. If the teacher is unable to attend the conference, the Principal will readmit the pupil and will consult with the teacher as soon as possible.

REPORTING TO PARENTS

I. Report Cards: Each teacher is responsible for individual reports to parents. Report cards are sent to parents at the end of each grading period. Notification of parents whose child is in jeopardy in a particular class must be notified at the end of the fifth week of each nine-week period or any other time frame designated by the Board or Administration.

II. Grading Scale: Grading scales are the responsibility of each building principal upon approval of the Superintendent. Each teacher must have an accurate record of the student's individual grades. Number of grades reported, course outlines, and lesson plans are mandated by the building principal with approval of the Superintendent.

SICK LEAVE POLICY

I. Sick Leave:

A. Each teacher will receive fourteen (14) days sick leave per year cumulative to one hundred twenty (120) days. The district will keep a record for each teacher of his/her unused sick leave days in excess of one hundred twenty (120) days for retirement service credit purposes only. The plan shall provide that a teacher *may* be absent from his or her duties due to personal accidental injury, illness, or pregnancy, accidental injury or illness in the immediate family that requires the teacher's personal care and/or attention.

B. Up to five (5) days of sick leave with pay may be used for bereavement in the instance of a death in the immediate family. The superintendent or his/her designee may also grant paid bereavement leave days for death outside the immediate family.

C. Immediate family is defined as follows: husband or wife of the employee; father or mother of either husband or wife; sister or brother of either; children of either husband or wife, or both, and any minor grandchildren for which the employee has legal custody.

II. Salary Payment after Leave Exhausted:

If, after exhausting all personal and donated, if any, sick leave, a teacher is absent from his or her duties due to personal accidental injury, illness or pregnancy, the teacher shall receive the full contract salary less the amount of a certified substitute for an additional period of twenty (20) days. The teacher will then be deducted 1/180th of his or her contractual salary for each contractual work day missed until he or she can return to work.

III. Transferring Sick Leave from District to District:

Accumulated Sick Leave shall be transferable to the Coweta Public School District from another school district. The number of days transferable may not exceed sixty (60) days. The school board of the sending district shall certify the exact number of days eligible for transfer.

IV. Attendance Bonus:

Each year certified Employees who have accumulated the maximum one hundred twenty (120) days sick leave, will be paid as follows:

<u>Attendance Days</u>	<u>Payment</u>
180	\$350
179	\$325
178	\$300
177	\$275
176	\$250
175	\$225
174	\$200
173	\$175
172	\$150
171	\$125
170	\$100
169	\$75
168	\$50
167	\$25

Attendance Day = contracted work day on which the teacher did not use sick leave.

V. Payment of Sick Leave upon Retirement:

Upon written notice by the certified employee to the Board of Education and to the State Teacher's Retirement System, the Coweta Board of Education will pay the certified employee at the rate of \$25.00 per day for each day of accumulated sick leave up to a maximum of one hundred twenty (120) days. The payment will be based upon the number of accumulated sick leave days at the end of the contract period.

CATASTROPHIC SICK LEAVE SHARING PROGRAM

- I. A full time employee may donate sick leave to another employee for the following reasons:
 - a. The donee has exhausted or will exhaust all available sick leave due to pregnancy or an extraordinary or severe injury, illness, impairment or physical or mental condition of the donee (which includes all accumulated sick leave and excludes the twenty (20) days with loss of substitute pay as provided by law); or
 - b. The donee has exhausted or will exhaust all available 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 a 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
 - c. The condition has caused or is likely to cause the donee to take leave without pay or to terminate employment.
 - d. This leave is for catastrophic illness or injury only.
- II. The employee may donate up to ten (10) days of sick leave per request, which does not cause that employee's sick leave balance to fall below forty (40) days.
- III. An employee may receive up to forty (40) donated days.
- IV. 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.
- V. The employee receiving donated days is to receive his or her normal rate of pay.
- VI. All personal sick leave available for use by the donee must be used prior to using shared sick leave (excluding the twenty (20) days with loss of substitute pay as provided by law).
- VII. Shared sick leave usage records shall be maintained separately from regular sick leave records.
- VIII. Any donated leave, which is not used, shall be returned to the donating employee.
- IX. The Board is the determining body as to whether the donee meets the criteria above and has previously abided by district leave policy.

EMERGENCY / PERSONAL BUSINESS / BEREAVEMENT LEAVE

I. Emergency / Personal Business / Bereavement Leave:

A. All Emergency / Personal Business / Bereavement leave must be approved by the Superintendent.

B. Three (3) days Emergency / Personal Business / Bereavement leave are provided for each teacher in the Coweta Schools without loss of substitute pay. Emergency / Personal Business / Bereavement leave is non-cumulative.

C. One (1) additional day of Emergency / Personal Business / Bereavement leave is provided for each teacher with loss of substitute pay.

D. Emergency / Personal Business / Bereavement leave as outlined in 'B' and 'C' is semi-un-restricted. No reasons for the leave are necessary provided that the leave would not extend existing district holidays. Reasons must then be given and leave may not be granted.

E. Two (2) additional days of Emergency / Personal Business / Bereavement leave shall be provided upon the death of an immediate family member, with loss of substitute pay after all leave provided under A. and B. of above section has been used.

Immediate family is defined as follows: spouse of the employee; father, mother, grandparent, grandchildren, sister, brother, or child(ren) of either employee or spouse.

F. Any other leave must be requested in writing to the Superintendent.

II. Absences not Covered by Sick Leave or Emergency / Personal Business / Bereavement Leave:

A. Any absence by a teacher not covered by sick leave or in excess of Emergency / Personal Business / Bereavement leave days will be deducted on a full day contract basis (1/180th of total contract per day.)

B. All Emergency / Personal Business / Bereavement leave days must be approved by the Superintendent a minimum of three (3) days prior to the absence when possible.

C. Deduction for a certified substitute teacher's salary can be made from absent teacher's salary even though the district does not hire a substitute to replace the teacher during his or her absence.

III. Incentive:

A. Each year certified employees who have not used any or all Emergency / Personal Business / Bereavement leave during the school year will be paid \$25 per day for a maximum of three (3) days. Certified employees may, however, roll over any unused Emergency / Personal Business / Bereavement leave days to accumulated, unused sick leave in lieu of receiving compensation. Teachers must notify the Education Service Center when they elect their summer payment option during year end check out if they plan to roll over Emergency / Personal Business / Bereavement leave days, otherwise, they will receive compensation.

LEAVE OF ABSENCE WITHOUT PAY

A certified employee who has worked for the school system for three consecutive years may be granted a leave of absence without pay. Leaves of absence may be granted for one fiscal year or the remainder of the present fiscal year for the following reasons: (A) Personal Illness, (B) Caring for a sick member of the immediate family, (C) Further study (pursuing study in the educational field, and (D) Maternity/Paternity. Request for leave of absence for personal illness or caring for a sick member of the immediate family must be accompanied by a physician's statement.

Upon expiration of a leave of absence, the teacher will be returned to a position realizing that assignments will be made in an effort to provide the best possible educational program.

Teachers returning from leaves of absence shall return with current benefits of certified personnel and tenure. Applications for Leave of Absences are to be filed in the office of the Superintendent and subject to Board approval.

**PROFESSIONAL DEVELOPMENT
PROFESSIONAL LEAVE FOR CERTIFIED STAFF**

Applications for professional leave will be submitted to the building principal (and supervisor, when applicable) for initial screening. The application will then be submitted to the Superintendent by the building principal for final approval.

REDUCTION IN FORCE PROVISIONS CERTIFIED TEACHING PERSONNEL

I. Prompting Oklahoma Legislation

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

II. General

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

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

1. Once a determination has been made as to which positions should be eliminated then the primary basis that will be used in determining which teachers to retain in the affected position(s) will be the composition evaluation rating of the teachers holding such positions as measured (to the nearest hundredth of a decimal point) by the District’s Teacher and Leader Effectiveness Evaluation System (TLE) for each year in which the TLE has been in effect. If the composite ratings of the teachers in the affected positions are identical then the following, **in this order**, shall control:

- a. Seniority in the District.
- b. The number of certifications held.
- c. Total years of teaching experience.
- d. A lot drawing made by the Superintendent of Schools in the presence of an authorized representative of the Coweta Educators' Association.

IV. "Bumping" Rights

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

V. Procedures For Reduction in Force

1. Action by Superintendent. The superintendent, upon receipt of the board's preliminary determination of the necessity for a reduction in force, or upon the superintendent's own decision, shall submit to the board the superintendent's written recommendations for eliminating particular teaching positions. In making recommendations, the superintendent (a) shall not be limited to considering only positions in the areas or programs designated by the board and (b) shall consult with the deputy superintendent, if any, and each relevant principal and administrator in whose school or unit a position elimination is proposed and (c) shall take into consideration the criteria set out herein.
2. Action by Board. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation, the board may initiate action without such recommendation provided that it adheres to the other provisions of the Reduction in Force Agreement.
3. Notice and Hearing Procedures. Prior to taking any action to non-reemploy a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own decision, the board shall provide written notice and an opportunity for hearing to the affected teacher; provided however, because the law

does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures for teachers other than temporary teachers shall be the same as those provided by Oklahoma law regarding non-reemployment of teachers. Notice of a recommendation of non-reemployment shall be given to the teacher prior to the applicable deadline set by law.

4. Board Hearing. At the board hearing, evidence may be presented by the administration and the teacher, as to (a) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the District and (b) whether the recommendation to not renew the specific teacher is being made in good faith under this Reduction in Force Agreement.
5. Effect of Board Decision. The decision of the board based on the evidence presented at the hearing shall be final and non-appealable.

VI. Re-employment or Other Employment After Reduction in Force

1. Recall. For one school year after the effective date of non-reemployment due to a reduction in force, the board of education shall not fill positions eliminated through reduction in force without first offering such positions to the non-reemployed and eligible teachers. In order to be an "eligible teacher" for recall, the teacher, at the time of the reduction in force, must have had an overall composite evaluation rating, for the time period used, of at least 2.80 on a scale of 5.00 and be certified and qualified to teach in the open position. Recall shall be in the reverse order of the reduction in force. In the event one or more teachers eligible for recall are equal in all criteria used in the reduction procedure, the superintendent/superintendent designee shall have authority to select the teacher believed to best fit the needs of the District.
2. Recall Procedures. The offer of reemployment shall be made personally and by certified mail, return receipt requested, and the teacher shall be notified in such notice that if the teacher wishes to accept, the teacher must do so in writing within five (5) calendar days of his receipt of notice. It is the responsibility of the teacher to keep full, accurate and current mailing addresses/phone numbers up-to-date with the Personnel Office of the District. Failure to receive acceptance within five (5) calendar days or rejection of the offer of reemployment eliminates all reemployment rights of the teacher.
3. Status After Recall. A career teacher who has been non-reemployed and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed but is then reemployed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

**COWETA PUBLIC SCHOOLS
CERTIFIED SALARY SCHEDULE
2018-2019**

EXPERIENCE	BACHELORS	BACHELORS+ 15	MASTERS	MASTERS + 15	MASTERS + 30	MASTERS + 45	DOCTORATE
0	37,759.00	38,051.00	39,149.00	39,435.00	39,935.00	40,435.00	41,219.00
1	38,193.00	38,485.00	39,583.00	39,869.00	40,369.00	40,869.00	41,653.00
2	38,666.00	39,166.00	40,050.00	40,550.00	41,050.00	41,550.00	42,334.00
3	39,101.00	39,601.00	40,485.00	40,985.00	41,485.00	41,985.00	42,769.00
4	39,535.00	40,035.00	40,919.00	41,419.00	41,919.00	42,419.00	43,203.00
5	40,007.00	40,507.00	41,391.00	41,891.00	42,391.00	42,891.00	43,675.00
6	40,470.00	40,970.00	41,854.00	42,354.00	42,854.00	43,354.00	44,139.00
7	40,934.00	41,434.00	42,318.00	42,818.00	43,318.00	43,818.00	44,602.00
8	41,397.00	41,897.00	42,781.00	43,281.00	43,781.00	44,281.00	45,065.00
9	41,860.00	42,360.00	43,245.00	43,745.00	44,245.00	44,745.00	45,529.00
10	42,881.00	43,381.00	44,759.00	45,259.00	45,759.00	46,259.00	48,030.00
11	43,374.00	43,874.00	45,252.00	45,752.00	46,252.00	46,752.00	48,523.00
12	43,960.00	44,460.00	45,838.00	46,338.00	46,838.00	47,338.00	49,109.00
13	44,545.00	45,045.00	46,424.00	46,924.00	47,424.00	47,924.00	49,695.00
14	45,131.00	45,631.00	47,009.00	47,509.00	48,009.00	48,509.00	50,280.00
15	45,736.00	46,236.00	47,615.00	48,115.00	48,615.00	49,115.00	50,887.00
16	46,322.00	46,822.00	48,201.00	48,701.00	49,201.00	49,701.00	51,473.00
17	46,908.00	47,408.00	48,787.00	49,287.00	49,787.00	50,287.00	52,059.00
18	47,494.00	47,994.00	49,373.00	49,873.00	50,373.00	50,873.00	52,645.00
19	48,080.00	48,580.00	49,959.00	50,459.00	50,959.00	51,459.00	53,231.00
20	48,686.00	49,186.00	50,566.00	51,066.00	51,566.00	52,066.00	53,839.00
21	49,272.00	49,772.00	51,152.00	51,652.00	52,152.00	52,652.00	54,425.00
22	49,859.00	50,359.00	51,738.00	52,238.00	52,738.00	53,238.00	55,011.00
23	50,445.00	50,945.00	52,325.00	52,825.00	53,325.00	53,825.00	55,598.00
24	51,031.00	51,531.00	52,911.00	53,411.00	53,911.00	54,411.00	56,184.00
25	52,548.00	53,048.00	54,464.00	54,964.00	55,464.00	55,964.00	57,782.00
26	52,973.00	53,473.00	54,889.00	55,389.00	55,889.00	56,389.00	58,207.00
27	53,398.00	53,898.00	55,314.00	55,814.00	56,314.00	56,814.00	58,632.00
28	53,823.00	54,323.00	55,739.00	56,239.00	56,739.00	57,239.00	59,057.00
29	54,248.00	54,748.00	56,164.00	56,664.00	57,164.00	57,664.00	59,482.00
30	54,673.00	55,173.00	56,589.00	57,089.00	57,589.00	58,089.00	59,907.00
31	55,098.00	55,598.00	57,014.00	57,514.00	58,014.00	58,514.00	60,332.00
32	55,523.00	56,023.00	57,439.00	57,939.00	58,439.00	58,939.00	60,757.00
33	55,948.00	56,448.00	57,864.00	58,364.00	58,864.00	59,364.00	61,182.00
34	56,373.00	56,873.00	58,289.00	58,789.00	59,289.00	59,789.00	61,607.00
35	56,798.00	57,298.00	58,714.00	59,214.00	59,714.00	60,214.00	62,032.00

Local Increment: After the 10th year of teaching experience, the District will pay \$50 for each year of service accumulated with the District up to 10 years - Maximum \$500.

**EXTRA DUTY SCHEDULE
2018-2019**

Activities

Senior Class	1120
Junior Class	1120
Sophomore Class	355
Freshman Class	305
8 th Grade Class	245
7 th Grade Class	245
HS Academic Team	2075
HS Academic Team Asst.	1345
JH Academic Team	1405
Art Club	435
HS director of Bands	6827
JH director of Bands	5340
Band Assistants	3590
HS Band Color Guard	955
HS Band Summer	1120
HS Cheerleading/Pep Club	2992
HS Cheerleading Asst.	1010
JH Cheerleading	1010
HS Chorus	1030
HS Drama	2203
HS Drill Team	1600
JH Drill Team	675
FBLA	355
HS Mock Trial	500
HS National Honor Society	714
JH National Honor Society	385
HS Newspaper	1091
JH Newspaper	330
SADD	675
HS Student Council	1322
JH Student Council	435
HS Yearbook	1662
JH Yearbook	560
Afterschool ELEM Show Choir	1000
Core Subject Team Leaders	560
Elem. Grade Level Team Leaders	560
Special Ed. Team Leaders	560
Mentor Teacher (as funded by State)	
District Math Coordinator	1120
District English Coordinator	1120
District Science Coordinator	1120
District History Coordinator	1120
District Web Master	2805
District Test Coordinator	1120
North Central Coordinator	355
Site Technology Assistants	560
Tiger TV	3000
Tiger TV Asst.	1500
Project Graduation	1120

Athletics

FOOTBALL	
Varsity Head Coach	8120
Assistant HC	4250
HS Assistants	3750
8 th Grade Head Coach	2110
7 th Grade Head Coach	2110
7 th /8 th Assistants	1255
VOLLEYBALL	
Varsity Head Coach	3078
Varsity Assistant	1487
Freshmen Coach	1487
JH Head Coach	785
JH Asst	460
SOFTBALL	
Varsity FP Head Coach	4805
Varsity FP Asst.	2265
Varsity SP Head Coach	3030
Varsity SP Asst.	1460
JH Head Coach	785
JH Asst.	785
CROSS COUNTRY	
Varsity Head Coach	2505
Varsity Asst.	560
BASKETBALL	
Varsity Head Coach	6374
Varsity Asst	2960
Freshmen Head Coach	2860
Freshmen Asst	1405
8 th Grade Head Coach	1405
7 th Grade Head Coach	1405
7 th /8 th Asst	900
WRESTLING	
Varsity Head Coach	5886
Varsity Asst	2960
JH Head Coach	2860
JH Asst.	1405
BASEBALL	
Varsity Head Coach	4960
Varsity Asst.	2279
SOCCER	
Varsity Head Coach	3466
Varsity Asst.	1598
TRACK	
Varsity Head Coach	3375
Varsity Asst.	1636
JH Head Coach	1120
JH Asst.	560
GOLF	
Varsity Head Coach	2541
Varsity Asst.	1030
Freshmen Head Coach	1030
Assistant Athletic Director	2805

FRINGE BENEFITS

- A. District paid Life-Insurance policy - \$50,000
- B. Employee Health Premium – The District and State will pay 100% of the employee health premium amount for Health Choice (High) option plan for an individual offered by the State & Education Employees Group Insurance Board or that premium amount may be applied to another individual premium amount offered by the State & Education Employees Group Insurance Board in accordance to Oklahoma State laws and regulations. If an employee elects not to take health insurance, they may elect to receive \$85/month in lieu of health insurance.
- C. Pass - Through Retirement
- D. Matching Social Security
- E. Teachers whose creditable experience is more than thirty-five (35) years shall receive a one-time 'off the scale' non-salary payment of four hundred twenty-five dollars (\$425.00).

Pay Dates

A. The Coweta Public Schools System normally pays employees on the 14th of each month. The following dates will be the pay dates for the 2018-2019 school year. Checks will be issued after 2:00 p.m. on each of the following dates:

Friday, September 14, 2018

Friday, October 12, 2018

Wednesday, November 14, 2018

Friday, December 14, 2018

Monday, January 14, 2019

Thursday, February 14, 2019

Thursday, March 14, 2019

Friday, April 12, 2019

Tuesday, May 14, 2019

Friday, June 14, 2019

Thursday, June 20, 2019

Friday, June 21, 2019

*(Friday, June 21, 2019), Ten month employees paid on a 12-month schedule will be issued July and August warrants.

B. Teachers may elect to have their pay warrants deposited electronically to their accounts at financial institutions as that capability is implemented throughout the district.

SAVINGS CLAUSE

If any of this agreement or application of the agreement to any employee covered hereby shall be found contrary to law, then all other provisions or application of the agreement shall continue in full force and effect. If both parties mutually agree, they may meet immediately to negotiate a replacement for the item found contrary to law.

MISCELLANEOUS

The teachers shall have a copy of the negotiated agreement within 30 days following the ratification by the Board and the Association.

The district will provide each teacher annually with a complete and current copy of board policy. Updates will be provided throughout the school year within fourteen (14) days of being approved by the Board.

Teachers may request reimbursement for the cost of any state licensure renewal fee required by the district for their teaching position (This does not include teaching certificates; it refers to only special licenses required by this district which is unique to the position.) It does not include memberships to any state or national organization and does not include late fees.

DURATION

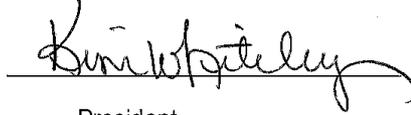
The terms and conditions of this agreement shall remain in full force and effect and shall be binding upon the parties and shall remain in effect until replaced by a subsequent agreement negotiated in accordance with the Procedural Agreement.

By the Board of Education:

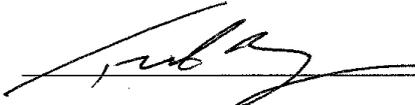
By the Coweta Educators' Association:



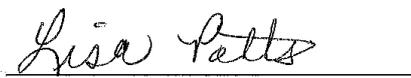
President



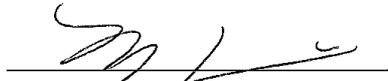
President



Vice President



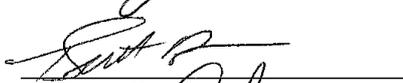
Vice President



Clerk



Secretary



Member



Treasurer



Member

Date _____

Date received _____

NEGOTIATION TEAM AGREEMENT

The Board of Education and the Association Teams agree that the proposal herein has been accepted by both parties as a tentative agreement, which will become final when voted in by the Certified Employees and by the Board of Education of the Coweta School District.

Negotiations Committee:

Kim Whitely

Chairperson

W. Bly

Chief Financial Officer

Lisa Feltz

Member

Member

Julie Fahn

Member

Member

Member

Member

Dated _____

37
GRIEVANCE FORM
(Levels I,II,III)

Level (check one): One Two Three

Name of Grievant _____ Assignment _____

Date of occurrence giving rise to the grievance _____

Citation of Negotiated Agreement, existing Board rule, policy or practice or that an employee has been treated inequitably or a condition exists that jeopardizes employee's health or safety, alleged to have violated _____

Statement of Grievance:

Relief Sought:

Signature of Grievant _____

_____ Date

Signature of Administration _____

_____ Date Received

Decision:

Signature and Title _____

_____ Date

(If additional space is needed to complete any portion(s) of this form, attach and properly identify additional pages.)

cc: Superintendent

COWETA PUBLIC SCHOOLS
 Request for **Emergency/Personal Business/Bereavement Leave** for
CERTIFIED STAFF

Date _____

POLICY

- A. All Emergency/Personal Business/Bereavement Leave must be approved by the Superintendent.
- B. Three (3) days of Emergency/Personal Business/Bereavement Leave are provided for each teacher in Coweta Public Schools **without loss** of substitute pay. Emergency/Personal Business/Bereavement Leave is non-cumulative.
- C. One (1) additional day of Emergency/Personal Business/Bereavement Leave is provided for each teacher **with loss** of substitute pay at a certified teacher rate.
- D. Emergency/Personal Business/Bereavement Leave as outlined in 'B' and 'C' is semi-un-restricted. No reasons for the leave are necessary provided that the leave would not extend existing district holidays. Reasons must then be given and leave may not be granted.
- E. Two (2) additional days of Emergency/Personal Business/Bereavement Leave shall be provided upon the death of an immediate family member, **with loss** of substitute pay.

**Immediate family is defined as follows: spouse of the employee; father, mother, grandparent, grandchildren, sister, brother, or child(ren) of either employee or spouse.*

- F. Any other leave must be requested in writing to the Superintendent.

REASONS FOR REQUESTING LEAVE (Explanation needed only if leave will extend existing district holiday OR reason is in reference to letters 'E' or 'F' of this policy):

*I am requesting Emergency/Personal Business/Bereavement Leave **without loss** of substitute pay. I understand that if I do not have qualifying leave time available, that the proper deduction will be made from my salary.*

 DATE OF ABSENCE

 SIGNATURE OF TEACHER

*I am requesting Emergency/Personal Business/Bereavement Leave **with loss** of substitute pay.*

 DATE OF ABSENCE

 SIGNATURE OF TEACHER

APPROVAL

Leave Allowed _____

Leave Disallowed _____

 BLDG. PRINCIPAL/Date of Action

 SUPERINTENDENT/Date of Action

Joy Hofmeister
State Superintendent of Public
Instruction Oklahoma State Department
of Education 2500 North Lincoln
Boulevard Oklahoma City, Oklahoma
73105-4599

Standards of Performance and Conduct for Teachers

Approved by the State Board of Education,
March 1992 Professional Services Division
(70 O.S. Supp. 1990 § 6-101.21 and 101.22)

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

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

Principle I - Commitment to the Students

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

In fulfillment of the obligation to the student, the teacher

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning;
2. Shall not unreasonably deny the student access to varying points of view;
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress;
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health safety;
5. Shall not intentionally expose the student to embarrassment or disparagement;
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social, or cultural background, or sexual orientation, unfairly (a.) exclude any student from participation in any program, (b.) deny benefits to any student, or (c.) grant any advantage to any student;
7. Shall not use professional relationships with students for private advantage; and
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by law or is required by law.

Principle II - Commitment to the Profession

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

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

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

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

Principle III

A. Subject to the provisions of the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:

1. Willful neglect of duty;
2. Repeated negligence in performance of duty;
3. Mental or physical abuse of a child;
4. Incompetency;
5. Instructional ineffectiveness;
6. Unsatisfactory teaching performance; or
7. Any reason involving moral turpitude.
8. Abandonment of contract

B. Subject to the provisions of the Teacher Due Process Act, a probationary teacher may be dismissed or not reemployed for cause.

C. A teacher shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued, if during the term of employment the teacher is convicted in this state, the United States, or another state of:

1. Any sex offense subject to the Sex Offender Registration Act in this state or subject to another state's or the federal sex offender registration provisions; or
2. Any felony offense.

D. A teacher may be dismissed, refused employment or not reemployed after a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties. As used in this subsection:

1. "Criminal sexual activity" means the commission of an act as defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
2. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity.

E. As used in this Section, "abandonment of contract" means the failure of a teacher to report at the beginning of the contract term or otherwise perform the duties of a contract of employment when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the contract of employment.