

ARTICLE I: PROFESSIONAL NEGOTIATIONS AGREEMENT

SECTION 1: Negotiators

A. Whereas the Board of Education of Putnam City Schools, Independent School District Number One of Oklahoma County, Oklahoma, hereinafter referred to as the "Board," said Board being legal representative of the electors of the Independent School District Number One of Oklahoma County, Oklahoma, and the Putnam City Association of Classroom Teachers, Oklahoma County, Oklahoma, herein after referred to as the "Association," said Association being the certified representative of the professional educators of the district as prescribed by state statute hereby enter into the following agreement regarding negotiations: (1983)

B. The Board hereby recognizes the Association as the exclusive bargaining agent for the bargaining unit consisting of all employees who are required by the position in which they are employed to be licensed or certified as teachers and who do not hold formal supervisory authority with respect to other employees of the district, hereafter referred to as "Teachers". The Association will continue as bargaining agent until such time as a majority of the professional educators petition the Board requesting a change of representation. (1994)

C. Any teacher who desires not to be represented by the Association may so state in writing to the Board. The Board may not grant greater or lesser salary and/or benefits to Teachers who choose not to be represented by the Association. (1994)

D. The Board of Education and the Association agree to negotiate in good faith on wages, hours, fringe benefits and conditions of employment. (2003)

SECTION 2: Method

The Board and the Association will have two options on the method of negotiation. An informal meeting consisting of the members of the Board team and Association team shall determine which option shall be used.

Option 1: traditional negotiation as outlined by section 4

Option 2: collaborative negotiation as outlined by section 5
(1996)

SECTION 3: General Procedures

A. Each party shall provide upon request available information regarding negotiations. (1993)

B. During negotiations, releases to news media shall be by mutual agreement only.

C. The impasse procedure shall be in accordance with applicable mandatory state statutes. The following is a statement of the provisions of state statutes applicable to the impasse procedure in effect at the time of this agreement's acceptance by the parties. In the event these statutory provisions are amended or repealed, the resulting mandatory language contained in the statute for resolving impasses shall be substituted. Time limits set forth herein may be extended by mutual agreement of the parties. (1993)

1. If negotiations are not successfully concluded by the first day that school shall actually be in session and instruction offered, impasse shall exist. At any earlier time, either party may declare impasse. Upon reaching impasse, the items causing the impasse shall be referred to a three-member (3) committee. This committee shall consist of:

- a. One member who shall be selected by the representatives of the Association within five (5) calendar days after the reaching of impasse;
- b. One member who shall be selected by the Board within five (5) calendar days after the reaching of impasse; and
- c. One member who shall serve as chairperson of the committee shall be selected within fifteen (15) days after receiving a list of five (5) potential fact-finders from the State Superintendent or designee. The Declaration of Impasse shall be in the form of a letter sent by certified mail to the State Superintendent, signed by the local district Superintendent and a representative from the bargaining organization. Mailing addresses for both parties shall be included. The list of five (5) names, selected at random, will be provided within ten (10) days of being notified that a fact-finder is needed. (2001)

2. Within five (5) days after the selection of the chairperson, the representatives who have been negotiating for the Board and for the Association shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairperson and other members of the committee.

3. The chairperson shall convene the committee for fact-finding. This committee shall meet with the representatives of both parties. Within twenty (20) days after the chairperson is selected, the committee shall present written recommendations to the Board and to the Association.

4. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the

committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties shall meet within seven (7) days of the request unless both parties deem it unnecessary. At such meeting, the representatives shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.

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

6. Each party shall pay its own expense in resolving impasses. The costs for the services of the committee chairperson, including per diem expenses, if any, and actual necessary travel expenses, shall be shared equally by the Board and the Association. (1993)

D. Changes, modifications, or amendments to the agreement can be made only as mutually agreed upon by the Association and the Board.

E. Should any part of this Agreement be declared invalid by statute or a court of final jurisdiction, said part shall be deleted from the Agreement and made subject to negotiation between the Board and the Association. (1993)

F. It shall be illegal for the professional organization to strike or threaten to strike as a means of resolving differences with the Board. Any teacher engaging in a strike shall be denied the full amount of his/her wages during the period of such violation.

G. If the Association continues as the exclusive negotiating representative of the professional educators; those sections in the last prior Agreement that are not opened for negotiations shall remain in full force and effect; otherwise, it shall expire as of the date that the Association's representation of professional educators shall terminate. (1993)

H. This agreement shall be posted on the District Website. (2003)

SECTION 4: Traditional Negotiation

A. No more than five (5) designated representatives of the Board will meet with no more than five (5) representatives of the Association for the purpose of negotiations. All negotiations shall take place exclusively between the designated representatives of the parties. Only those members who comprise the negotiation teams will be present in the room during negotiations. Either party may bring a consultant to the room if both parties agree. (1986)

B. Meetings shall start within fifteen (15) calendar days of a request to negotiate submitted by either the Association or the Board, but not before April 1st unless mutually agreed to. All Association proposals for negotiations shall be presented in writing at the first meeting, and all Board proposals at the second meeting, unless by mutual agreement both parties wish to establish a time frame not to exceed ten (10) calendar days in which either party may present in writing additional proposals. Each subsequent meeting time and place will be mutually agreed upon at the end of each meeting, provided, however, that no more than fifteen (15) calendar days shall elapse between each meeting. All meetings shall be held outside the teaching day at times and places mutually agreed to. (1993)

C. When agreement is reached between the negotiating teams on any proposal, the proposal shall be reduced to writing, signed, and distributed to both teams, and marked "tentative agreement". When complete agreement is reached, it shall be submitted and recommended first to the teachers for ratification. After ratification by the teachers, the agreement shall be recommended to the Board. Upon ratification by the Board, Article A will be signed and attached to this agreement. Should either party fail to ratify the agreement, the teams will return to the table within five (5) days to begin negotiations for a new agreement. Either party may select a new team before negotiations resume. (1993)

SECTION 5: Collaborative Negotiation

A. A quorum shall exist when there are three members of each team present.

B. Voting---When a quorum exists, each team shall have an equal number of votes.

C. Recordkeeping duties shall be determined by the teams.

D. Scheduling and location of meetings shall be determined by the teams as necessary.

E. Start/Stop times for negotiation sessions shall be for two (2) hours with extension granted by mutual consent.

F. Agenda/Summary statements for future meetings shall be discussed and prioritized in order of importance by the teams. (1995)

G. Either party may open items for negotiations during the first three formal negotiating sessions. After the first three meetings, additional proposals may be presented only by mutual agreement of the parties. (1996)

ARTICLE II: GRIEVANCE PROCEDURES

SECTION 1: Definitions

A. A “grievance” shall be defined as an inequitable application, misrepresentation, or other violations of the items within the negotiated agreement. (1983)

B. The term “grievant” or “aggrieved person” shall refer to the person or persons making a claim.

C. A “party in interest” is any person who might be required to take action, or the person or persons against whom action might be taken to resolve the claim.

D. The term “days” shall mean school days scheduled within the regular school calendar. When a grievance is submitted less than ten (10) days before the close of the school year, “days” shall consist of weekdays in order to resolve matters as soon as possible. (1993)

E. A “complaint” shall be defined as any concern that is not a grievance under the terms of the negotiated agreement. A complaint shall serve as an appeal of an administrative decision that affects one’s employment. (2000)

F. A “year of service” with the District shall be defined as employment under a regular or temporary teaching contract for one complete school year. (2000)

SECTION 2: Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to a claim of the aggrieved person. Both parties agree that these proceedings shall be discussed only with the persons authorized to participate in the formal grievance procedure. No step may be bypassed without mutual agreement by both parties. (2000)

SECTION 3: Structure

A. The Association and the Board shall not recognize any grievance unless it is presented at the appropriate level within thirty (30) days after the aggrieved

person knew or should have known of the act or condition on which the grievance is based. (1985)

B. Each grievant shall have the right to consult with the Association before the grievance is submitted to the grievance procedure. The Association shall be a party of interest and may serve as a representative at informal and formal levels of the grievance process. (2001)

C. Formal grievances shall be submitted in writing on a standard form jointly developed by the Association and the Superintendent or his/her designee. (Appendix VI: Formal Grievance Presentation)

D. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.

E. No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

F. The grievance procedure shall not be conducted during regular working periods of the grievant concerned, unless by mutual agreement.

SECTION 4: Informal Procedure

Before a formal grievance is filed, a grievant shall meet with the building principal or other administrator in charge and attempt to resolve the problem. Compulsory consideration of grievances at the lowest possible level expedites the possibility of an immediate and satisfactory resolution. No written record of a grievance shall be kept if it does not go beyond the informal process. (1993)

SECTION 5: Formal Procedure

A. Step One – If the grievance is not resolved in the informal process, the grievant must present the grievance in writing within five (5) days to the administrator who will arrange a meeting within five (5) days. The grievant, the administrator, and a representative for each party shall be present for the meeting. The administrator shall communicate his/her decision in writing, together with the supporting reasons, within five (5) days of the completion of the meeting. If the grievant fails to act or respond, the grievance will be dropped. If the administrator fails to act or respond, the grievant may proceed to the next level. (2003)

B. Step Two – If the grievance is not satisfactorily resolved in Step One, the Association and/or the grievant shall submit, in writing, within five (5) days, to the Superintendent or designee, a request to schedule a meeting within ten (10) days. The Superintendent or designee, and the building principal or other administrator in charge, shall be present for the meeting. Each party shall have

the right to include in its representation appropriate witnesses to develop facts pertinent to the grievance. The Superintendent or designee must provide the grievant with a written answer on the grievance within five (5) days. (2003, 2008)

C. Step Three – If the grievance is not satisfactorily resolved in Step Two, the Association and/or the grievant may appeal to the Board in writing, within five (5) days. The grievant may request a hearing or a paper review. If a paper review is requested, the grievant, or the Association, and the Superintendent, or designee, shall have the opportunity to provide additional documentation to the Board for review. The Board shall communicate its decision in writing with supporting reasons within thirty (30) days of receipt of the appeal. (2002)

SECTION 6: Complaint Procedure

Teachers are advised of their right to appeal administrative decisions which affect their employment. An informal attempt shall be made to resolve the concern. If the concern is not resolved, a written appeal shall be made through the chain of command as follows: (1) Principal; (2) Assistant Superintendent of Elementary or Secondary Education; (3) Associate Superintendent of Human Resources; (4) Superintendent.

Each administrator shall schedule a meeting within five (5) working days of receipt of a complaint or an appeal. A written decision shall be rendered within five (5) working days after a meeting. An appeal to the next higher authority may be made within five (5) days after the administrator renders a decision. (Appendix II) (2006)

An employee exercising his/her right to complain or appeal shall not be subjected to any reprisal action. (2003)

ARTICLE III: PERSONNEL PROCEDURES

SECTION 1: Personnel Policies

A. If a conflict in personnel policies should arise, Oklahoma State Law takes precedence over the negotiated agreement and the negotiated agreement takes precedence over Board Policy. (1996)

B. The Association shall be provided copies of any proposed policies and/or regulations at the same time they are distributed to Board members. (1984)

C. Changes or additions to policies shall be printed on paper and posted within ten (10) days at each site for duration of thirty (30) days. (2001)

SECTION 2: Right to Representation

A. Teachers, upon their request, shall have the right to be accompanied by a member of the Association or by a member of the administration at conferences with administrators and/or the Board which may lead to subsequent recorded disciplinary action.

B. Prior to any conference, which may lead to subsequent recorded disciplinary action, the administrator shall notify the teacher via a paper document: (2001)

1. Give, at least twenty-four (24) hours notice of the scheduled disciplinary conference(s) except in those instances where, in the judgment of the administrator, the seriousness of the situation requires immediate attention.

2. Inform the teacher of the nature of the subject to be discussed.

3. Inform the teacher of his/her right to representation.

C. The teacher has the right to stop any conference and request representation if (1) the administrator and/or the Board cannot assure the teacher that recorded disciplinary action will not result from the conference: and (2) the teacher was not notified in writing of his/her right to representation as stated in paragraph B above. (1998)

SECTION 3: Complaints Against Teachers

A. When an administrator receives or has a complaint about a teacher which the administrator deems to be valid the following procedures will be followed except in those instances where the seriousness of the situation requires immediate attention.

1. Inform/confer with the affected teacher within five (5) days.

2. Investigate the complaint.

3. Notify the affected teacher of the findings. If the administrator believes that the findings may lead to disciplinary action, then the Right to Representation Section shall be followed.

B. Complaints received or made during the last five (5) days of the year shall be brought to the attention of the teacher prior to the teacher's departure for summer vacation.

C. Complaints received after the teacher's departure for summer vacation shall be brought to the attention of the teacher within fourteen (14) calendar days

of making contact with the teacher, but no later than the first day of student instruction of the following school year.

D. Any complaint not brought to the teacher's attention within the established timeline may not be used in subsequent recorded disciplinary action. (2004)

SECTION 4: Teacher Personnel Files

A. Except for pre-employment references, all contents of the teacher's personnel file in the central office shall be open upon appointment for review by the teacher. The teacher may be accompanied by a person of his/her choice. (2002)

B. Except for pre-employment references, all materials placed in the teacher's file must be signed and dated by the writer. A true copy of such material shall be presented to the teacher who shall acknowledge receipt by his/her signature on the file copy. Within two (2) weeks of receipt the teacher may respond, and said response shall be made part of the record. When any of the material mentioned above, with the exception of materials relating to alleged sexual harassment, is three (3) years old, upon request of said teacher the material shall be removed and destroyed in his/her presence. (2005)

C. Any letter of admonishment or plan for improvement resulting from Section 3: Complaints Against Teachers shall be filed in the teacher's personnel file in accordance with paragraph B in this section. (2001)

D. The personnel records of the district are maintained as confidential files. All records will be kept in a limited access area. (1993)

SECTION 5: Teacher Dismissal or Non-renewal

The Board shall provide a copy of the Standards of Conduct and Performance for Teachers to each teacher annually. The standards shall include the statutory grounds of dismissal and non-renewal for career teachers. Subject to the provisions of the Teacher Due Process Act, a probationary teacher may be dismissed or not reemployed for cause. (2003, 2008)

SECTION 6: Teacher Reassignments / Transfers

A. Teacher Initiated Reassignments / Transfers
A teacher seeking a reassignment / transfer to a position in a different subject area, grade level, student performance level, or building shall file a written application. (2002)

1. A Teacher may request a reassignment in the building by completing a “Teacher Initiated Reassignment” form to be submitted to the site administrator. (2002)
2. All positions held by teachers on a temporary contract shall be declared vacant for the following school year. The transfer process shall include a list of vacancies which shall be posted by February 1. A teacher may request a transfer to another building by completing a:
 - “Teacher Initiated Transfer” form to be submitted to the Associate Superintendent of Human Resources. Applications for transfer for the following school year must list the specific position(s) being applied for on the transfer form. The application for transfer will be acknowledged in writing.
 - All teachers requesting a transfer shall contact the site(s) administrator(s) to request a teacher/administrator meeting. District teachers shall be considered prior to outside candidates for appropriate vacancies. Teachers interviewed and not granted transfers shall be notified when the position is filled. (2005,2006)

B. Administrative Directed Transfer/Assignment

1. The Administration may assign a teacher to any position for which he/she is qualified. When a reassignment occurs an explanation/rationale shall be provided. (2002, 2007)
2. Should it become necessary to transfer a teacher from one school to another due to a decrease or increase in enrollment, a voluntary transfer will be solicited before resorting to an involuntary transfer. If there is not a volunteer, the qualified teacher with the least seniority in that school will be the one transferred. The Associate Superintendent of Human Resources shall notify a person being administratively transferred. Any teacher affected by a transfer shall be given ten (10) working days notice whenever possible. (2000)
3. Should it become necessary to transfer a teacher from one school to another due to budgetary considerations, a voluntary transfer will be solicited before resorting to involuntary transfer. The teacher being reassigned will have the opportunity to select an assignment from positions available in the district for which the teacher qualifies. (2002)

SECTION 7: Layoff and Recall

Definitions: "Seniority" as used in the Agreement shall mean longevity with the District based on continuous, full time contractual employment commencing with the signing of an agreement with the Putnam City School District. "Years of service in the District" as used in the Agreement shall mean all full time contractual employment. These years need not be continuous. (2002)

A. In the event it becomes necessary for the Board of Education to layoff teachers, the Board shall follow the procedures listed below: (2002)

1. Normal attrition throughout the district. Teachers declared in excess in a building will be reassigned when fully qualified to fill vacancies in other buildings.
2. Licensed teachers shall be released first. (2002)
3. Selection of licensed teachers to be released shall be based on the following criteria in the order listed below: (2002)
 - a. Areas of certification
 - b. Professional evaluations
 - c. Hire date
4. Probationary teachers will be released before career teachers who are fully qualified to hold positions currently held by probationary teachers. (1990)
5. Selection of probationary teachers for release will be based on the following criteria in the order listed below: (2003)
 - a. Areas of certification
 - b. Years of service in the District
 - c. Professional evaluations
6. If normal attrition and the release of licensed and probationary teachers does not sufficiently reduce the certified staff, the following items will be considered in the reduction process in the order they are listed:
 - a. Seniority in the District (2002)
 - b. Years of service in the District
 - c. Total number of years teaching experience
 - d. Length of service in current assignment.

B. Any Teacher affected by a proposed layoff shall have the right to a hearing before the Board prior to a reduction in force. (1994)

- C. When a program is cut due to budgetary constraints and the program is then reinstated within one year, the affected teacher(s) shall have right of first refusal. (2004)
- D. Recall shall be in inverse order of separation by category of need. A Teacher who is released shall remain on the recall list for one (1) year after the effective date of release unless the teacher waives the recall right in writing, resigns, or fails to accept recall to a position for which he/she is qualified. (1986)
- E. Teachers who are released under the provisions of Layoff and Recall shall:
- a. If probationary – have previously accrued sick leave restored if recalled within the year.
 - b. If career – have the option of being paid for accrued sick leave, if eligible, under the provisions of Article V, Section 2 when released or having accrued sick leave restored if recalled within the year. (1990)
- F. Communication will be frequent and ongoing between the Superintendent, or designee, and the Association during the layoff process.

SECTION 8: Teacher Evaluation

- A. The Board policy on evaluation of teachers and all amendments thereto shall be promptly made available to all teachers. (1985)
- B. The Board and Association recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of teachers. Therefore, to this end the following procedures shall be adhered to:
1. The principal, or other administrator designated by the Superintendent in charge of teacher supervision, shall be responsible for administration of the procedure for evaluating the teacher's performance.
 2. All teachers shall be evaluated by certificated administrative personnel designated by the Board. (1985)
 3. The designated administrator shall acquaint all teachers under his/her supervision with the evaluation procedures during the first six weeks of employment and advise the teachers as to whom shall observe and evaluate their teaching performance. (1985)
 4. Any conclusions resulting from an observation made by non-administrative personnel at the request of the principal, shall be

conveyed to the principal in the presence of the teacher. (1993)

5. All formal evaluations shall be made in writing. Evaluation documents and responses thereto are to be maintained in the teacher's personnel file. (1985)

6. Each formal written evaluation of performance of career teachers shall be preceded by at least one (1) observation of at least fifteen (15) minutes. Such teacher shall be evaluated at least once a year prior to April 1. (1990)

7. Every probationary teacher shall be evaluated at least two (2) times per school year, once prior to November 15 and once prior to February 10 of each year. Such formal written evaluation shall be preceded by at least two (2) observations of at least fifteen (15) minutes each. (1990)

8. The administrator shall schedule and hold an evaluation conference with the teacher within ten (10) working days of completing the observations(s). At the conference, the teacher shall be provided a true copy of the evaluation to be signed by both the administrator and the teacher. The teacher's signature shall not necessarily indicate agreement with the evaluation but rather awareness of its content.

9. A teacher wishing to do so may submit a response to the evaluation within ten (10) days of the date of the evaluation conference. This written response shall be signed by the teacher and the administrator. The teacher shall send the signed response to the Human Resource Office to be attached to the original evaluation. The administrator's signature shall not necessarily indicate agreement with the response but rather awareness of its content. (2002)

10. When weaknesses are noted through a rating of NI (Needs Improvement) in a teacher's evaluation, the administrator shall provide written comments that define the improvement needed.

11. When weaknesses are noted through a rating of U (Unsatisfactory) in a teacher's evaluation, the administrator shall develop a plan for improvement aimed at improving the quality of the teacher's performance and eliminating specific weaknesses cited. The plan shall be in writing and signed by both parties, with each retaining a true copy. The administrator shall re-evaluate the teacher's performance in accordance with the procedures outline in the plan for improvement.

Appendix III: Teacher Evaluation Report (1986, 2006)

Appendix IV:	Counselor Evaluation Report	(1986)
Appendix V:	Library Media Specialist Evaluation Report	(1986)
Appendix VI:	Nurse Evaluation Report	(1986)
Appendix VII:	Psychometrist/School Psychologist Evaluation Report	(1986, 2008)
Appendix VIII:	Curriculum Specialist Evaluation Report	(2007)
Appendix IX:	High School Site Technology Integration Specialist Evaluation Report	(2007)

SECTION 9: Teacher Protection

A. The Board and Administration shall be vigilant to protect teachers from assault for reasons connected with their assignment. If the principal becomes aware that a teacher has been threatened with harm, he/she will notify that teacher. The principal shall take measures as deemed appropriate to protect the teacher and, if necessary, invoke the provisions of law. (1993)

B. After a teacher has been assaulted, he/she shall be notified if and when the person who committed the assault returns to the building. A student who has been suspended for a violent offense which is directed towards a classroom teacher shall not be allowed to return to that teacher's classroom without the approval of that teacher. (2001)

C. When a teacher is absent because of injuries sustained in the performance of duty from an assault, the teacher shall be paid in full for such time lost. Such absences shall not be charged to sick leave benefits and will count as active days for experience purposes. He/she shall be reinstated during the current school year when medically able to return. If the teacher is not able to return during the current contract year, he/she may return at the beginning of the next ensuing school year if medically able. (1996, 2008)

SECTION 10: Employment of Substitute Teachers

When teachers, nurses, and media directors/librarians are absent, where payment of substitute is authorized, substitutes will be employed when qualified replacements are available. Absences of convenience or to facilitate school-sponsored programs are internal problems to be solved by the principal and staff. (1988)

SECTION 11: Teacher Signing In and Out at Schools

A. Teachers will check in and check out with a check mark. Teachers deviating from the work schedule shall check out with the administrative office in accordance with procedures established by the principal.

B. Teachers may leave the school campus during their lunch period provided they have not been assigned duties and that they inform the Administrative office when they leave and return.

C. Building principals have discretionary authority to grant teachers permission to leave the building during their planning/preparation period when conditions warrant. (1987)

SECTION 12: Publication of Job Vacancies

A. A list of vacancies including type of contract, grade level/subject, and site shall be posted on the District website and local cable channels.(2004)

1. Each vacancy posted shall include original date of posting. (1999)

2. Each newly created position shall include the following: job title; starting date; minimum qualifications required; and salary range.

B. Vacant positions resulting from expiring duration of need contracts shall be posted in the same manner as described in paragraph A. Requests for transfers shall be considered before filling permanent positions. (1991)

SECTION 13: Special Education Teacher Assistants

The Director of Special Services will review the need for special education teacher assistants. Criteria for determination of need includes: (1) severity of disability of the children; (2) any other observed condition that the addition of a teacher assistant could alleviate; and (3) type of program. The addition of teacher assistants is subject to budgetary limitations and the availability of qualified personnel. (2002)

SECTION 14: Mentor Teacher Appointments for Resident Teachers

A list shall be compiled by the site administrator of teachers requesting to serve as a mentor teacher. After compilation of the list, the administrator shall provide opportunity for input from the bargaining agent. Priority consideration shall be made to teachers who have successfully completed the district mentor teacher training, when subject and/or grade appropriate. (2005, 2007, 2008)

ARTICLE IV: GENERAL CONDITIONS OF EMPLOYMENT

SECTION 1: Work Year / Work Day

A. A teacher's contractual year shall be for 182 days unless extended by mutual agreement. (2002) A list of positions and contracted workdays which exceed 182 days shall be given to the Association.

B. A teacher work day shall consist of seven and three fourths ($7\frac{3}{4}$) hours including lunch and planning time. Teachers shall be available for duty as assigned. The normal work schedule for all teachers to be in their assigned buildings shall be:

- Elementary - twenty (20) minutes before and twenty five (25) minutes after classes. (2005)
- Middle School - one of the following two options shall be declared by each teacher:
 - thirty (30) minutes before and thirty (30) minutes after classes
 - fifteen (15) minutes before and forty five (45) minutes after classes (2005)
- High School - twenty five(25) minutes before and five (5) minutes after classes (2005, 2006)

C. Duties which require the teacher's presence outside of the normal work schedule may be assigned by the Superintendent or Principal. Such assignments shall be in compliance with Section 2, 3, and 4 of this Article and shall be of reasonable duration. (1996)

SECTION 2: Equalization of Duties

Duties assigned over and above the teacher's normal work schedule shall be equalized among teachers at each building site, taking into account the teaching assignments. When teachers are assigned to more than one school, the principals of the schools involved shall coordinate their scheduling to preclude the assignment of such teachers to more duties than would normally be scheduled for teachers with like teaching loads. (1985)

SECTION 3: Duty-Free Lunch Period

A. The Board shall provide each teacher with not less than a thirty (30) minute duty-free lunch period daily. (1996)

B. Teachers shall not be regularly assigned to perform outside noon duties. Every effort shall be made to maintain a full complement of playground assistants and a sufficient number of substitutes to carry out the intent of this agreement. (1996)

SECTION 4: Compensatory Time

A. When teachers are assigned duties which commence before or extend beyond the designated school hours, they shall be given time off equal to the time spent on duty which is not included in their regular working hours. (1984)

B. Duties which qualify for compensatory time are:

1. Bus duty
2. Hall duty
3. Playground duty (includes inside the building duty in lieu of Playground duty)
4. Detention
5. I.E.P. conferences (regular classroom teacher only). (1984)

SECTION 5: Planning/Conference Time

Teachers shall be scheduled daily planning/conference time within the student day. This time shall not be concurrent with the teacher's lunch period and shall be free of other regularly assigned duties. Administrative effort shall be taken to equalize planning/conference time for teachers within the individual school sites. School improvement activities and faculty meetings may be scheduled during planning/conference time. (1997)

A. Elementary teachers shall be provided not less than two hundred and seventy five (275) minutes weekly for planning/conference time. Teachers shall be provided a minimum of thirty (30) consecutive minutes daily for planning (2005)

B. Middle school core teachers shall be scheduled a team planning/conference time. Individual teacher planning/conference time shall consist of a minimum of forty-five (45) consecutive minutes daily. Elective teachers shall be scheduled not less than two hundred and twenty-five (225) minutes weekly for planning/conference time. (1996).

C. High school planning/conference time shall consist of one full block daily. (1997)

SECTION 6: Discipline Procedures

A. Each school shall maintain a committee which is responsible for developing and refining their site discipline plan. The committee comprised of teachers and administrator(s) shall reach a consensus on rules of conduct, within the provisions of Board policy, to govern student behavior at the local school

level. They shall develop procedures to follow for student discipline in order to assure consistency in the treatment of students. (2001, 2008)

B. Principals shall meet with their respective school staffs at the beginning of each school year to review and discuss the site discipline plan and Board policies relating to student conduct and discipline. (2001)

C. Students and teachers shall receive annually, at the opening of school, a handbook listing the rules and regulations to which the students are subject. (1994)

D. When it is necessary to refer a student to the principal's office, the following procedure shall be adhered to:

1. The teacher shall state the allegations on a form provided by the school. The teacher may appear, or be asked to appear, to support the allegations. The principal or his/her designee shall respond in writing within five working days as to the status and/or disposition of the case. (1994, 2006)

2. If the teacher is dissatisfied with the disposition of the case, he/she may request and will be given a conference with the principal or his/her designee.

SECTION 7: Requisition Procedure

At the beginning of each school year, all teachers shall be provided with a copy of the procedure to be followed in requisitioning materials and supplies. (1977)

SECTION 8: Teacher Instructional Supply Fund

A. The Board agrees to allot to each teacher for each school year the amount of \$150.00 for the purchase of teaching supplies. (2000)

B. The teacher may requisition supplies totaling \$130.00 with the approval of the building principal. Twenty (\$20.00) dollars shall go into a fund from which common school supplies will be purchased. (2001)

C. No order shall be for an amount less than \$15.00. (1991)

D. Any unspent funds, up to a maximum of \$250.00, will carry over to the next school year in the teacher's individual instructional account. Any amounts in excess of \$250.00 currently in a teacher's individual instructional account shall be expended prior to April 1 each year. Funds in a teacher's individual instructional account in excess of \$250.00 after April 1, shall be transferred to the school's common supply fund. (2002)

E. If a teacher should take a leave of absence, request and receive a transfer to another building or terminate his/her employment with the district, the building principal shall be responsible for the allocation of any remaining funds. (1993)

SECTION 9: Publication of the Results of the Textbook Adoption Committee

When textbooks are adopted by the district, the Superintendent or his/her designee shall make available to each principal a listing of textbooks which have been adopted. For adoptions that have been put to a vote of the adoption committee, the report shall indicate the vote of each member of the committee. (1993)

SECTION 10: Required Use of Personal Vehicle

When such travel has been authorized by the district for the performance of official teaching duties and a teacher uses his/her own vehicle in the performance of those duties, the district shall pay mileage at the prevailing per-mile rate approved by the Internal Revenue Service. (1999)

SECTION 11: Staff Relations

A. The Board and the Association expect that the worth, dignity, and rights of the individual shall be paramount in all professional relations. (2005)

SECTION 12: Professional Dress

To provide a professional educational environment, commitment to a standard of dress is an administrator determines that a teacher's attire is inappropriate, the administrator may direct the teacher to change. (2001)(2008)

SECTION 13: Public Complaints About Instructional Materials

When a challenge of instructional materials is received, action shall be taken as follows:

A. The teacher(s) affected will be notified by the principal that a complaint has been lodged.

B. Every attempt will be made by the principal to arrange a meeting between the teacher(s) and the party/parties bringing the complaint in order to try and resolve the issue.

C. If the complaint cannot be resolved at this step, a building review committee shall be appointed by the principal. The committee will be composed of the following:

1. The affected teacher or representative of affected teachers
2. Either the teacher's department, vertical, or grade level chair
3. The school library media specialist
4. Three other faculty members
5. An administrator

The building review committee has an obligation to solicit any information or ask any question it deems appropriate to help the committee reach a decision. The review committee shall review the complaint filed by the individual(s) bringing the concerns. Additionally, the affected teacher(s) has the right to present to the committee rationale for the instructional material being challenged. Once the committee has reached a decision, that decision will be communicated in writing to the principal who will then inform the complainant.

D. If the complaint cannot be resolved on the building level, a district review committee will be formed. The district review committee shall be appointed by the superintendent or his/her designee and shall be composed of the following:

1. Associate Superintendent of Elementary or Secondary Education
2. Two principals who represent the level at which the teacher teaches (i.e. elementary, middle school, or high school).
3. Either the teacher's department, vertical, or grade level chair
4. Three teachers certified in the field under question
5. Two patrons who are familiar with the material being challenged

The district review committee is charged with obtaining as much information as possible to help them render a decision. Therefore, both the affected teacher and the complainant shall be granted five minutes to present their arguments. Written documentation may be provided by the participants to the review committee. Furthermore, the members of the committee may ask questions of the participants or request additional documentation. The committee may, at its discretion, allow others to speak on behalf of or in defense of the participants. The committee has the prerogative of setting a time limit on comments. Finally, the committee shall consider the opinions of other competent authorities, reviews of the materials by the American Library Association, and other reputable reviewers.

E. The written report from the district review committee shall be submitted to the superintendent, and superintendent will communicate that report to the Board.

F. A written response shall be forwarded to the objecting party after the Board has been notified of the decision of the committee. (2003)

SECTION 14: Association / Administration Liaison

A. In order to provide the Association with an authoritative response to concerns expressed in regard to district management, a district central office Administrator shall be designated to act as liaison between the Association and the Administration. Times and number of meetings shall be arranged by the Administrator and the Association. (1985)

B. Association / Administration liaison is not to be construed as the exclusive means of communication among the administrators and Association, nor is it intended to inhibit or diminish the negotiations or grievance procedure. (1985)

SECTION 15: Reports

The Association shall receive, upon request, any public information and/or reports generated by the administration. (1993)

SECTION 16: Employment of Search Dog

A dog shall not be used to randomly search the persons or private property of teachers. All of the safeguards provided by law shall be observed in the conduct of all searches. (1987)

ARTICLE V: FRINGE BENEFITS

SECTION 1: Teacher Retirement Contribution

The Board will pay the maximum contribution to the Oklahoma Teacher Retirement System for each teacher.

SECTION 2: Compensation for Unused Sick Leave

A. Teachers who voluntarily leave district employment shall receive pay for Up to 120 days of accrued sick leave earned within the district as follows: (2003)(2004)

20 or more years of district service	25% of daily rate of (base) pay
Less than 20 years of district service	10% of daily rate of (base) pay per day the first year plus ½% for each additional year of service

B. Teachers who voluntarily leave district employment shall receive 20% of daily rate of (base) pay for accrued sick leave earned within the district in excess of 120 days. (1998) (2004)

C. The estate of a teacher who dies while under contract or on leave with the district will be paid for all district earned unused sick leave at the rate of 25% of daily rate of (base) pay. (1993) (2004)

SECTION 3: Life Insurance

The Board agrees to provide teachers a \$30,000 group life insurance policy. (2005)

SECTION 4: Optional Fringe Benefits

The Board shall make available to each employee covered by this agreement a cafeteria plan of fringe benefits (IRS Section 125):

A. An employee, at his/her option may enter into a salary reduction agreement with the Board up to a maximum amount allowed by the IRS, to be used to purchase options available on the cafeteria plan. (1992)

B. The Putnam City Section 125 Cafeteria Plan shall consist of the following options: District approved 1) health insurance; 2) salary protection; 3) term life insurance; 4) cancer insurance; 5) dental insurance; 6) childcare expense; and 7) unreimbursed medical expense. (1992)

C. Each employee shall be provided the opportunity to select one or a combination of the benefit plans offered through the cafeteria plan. The selected benefits shall commence from the first day of employment with the Putnam City School District. The employee shall be provided an opportunity to keep or change his/her selected benefits every 12 months.

If the monthly premiums of the benefit or benefits selected by an individual employee exceed the monthly sum allowed, the individual shall have such amount in excess deducted from his/her monthly paycheck.

D. The Companies retained in the Cafeteria Plan shall include those companies that are District approved.

E. Members shall have access to representatives of District approved companies in their buildings during the teacher's school day when not assigned to students.

ARTICLE VI: LEAVES AND ABSENCES

SECTION 1: Sick Leave

A. A teacher who is absent from duty because of personal illness, injury, pregnancy, or a serious illness in the immediate family shall be allowed sick leave. Family includes the teacher's spouse, parents of teacher or spouse, children, siblings, grandparents, grandchildren or a household member. Sick leave may be used for the adoption or placement of a foster child. (2001, 2008)

B. Teachers employed on a "full time" basis shall have ten (10) days of sick leave each year unless employed on an eleven-month contract, in which case the teacher will receive eleven (11) days of sick leave. If a teacher is employed on a twelve (12) month contract, the teacher will receive twelve (12) days of sick leave. Sick days will be prorated for teachers who are contracted less than full-time. Such leave shall be vested at the beginning of each year and shall be cumulative. There shall be no limitation on the number of days of sick leave that may be accumulated. (2000)

C. Teachers shall be given a statement at the beginning of each school year stating the current number of sick days accumulated by the teacher. (1993)

D. Teachers shall be granted one-half (1/2) day sick leave upon request. (1993)

SECTION 2: Personal Leave

A. Teachers shall have three (3) days of personal leave each year which may be taken in whole day or half-day increments. (2001)

B. Any personal leave that is not used by the end of the school year shall be added to the teacher's accumulated sick leave.

C. Notification for personal leave shall be made to supervisor prior to leave. Notification shall be made by 2:00 pm on the day before the leave date, except in the case of an emergency. Supervisors may, at their discretion, accept less notice.

Supervisors shall be authorized to deny use of personal leave where there are an excessive number of teachers requiring substitutes for professional development, student activities, or personal leave. (Appendix VIII) (2002)

D. Personal leave shall not be used to extend a scheduled school break. Extenuating circumstances may be appealed in writing to the Associate Superintendent of Human Resources.

SECTION 3: Bereavement Leave

A. A teacher shall be allowed a leave up to five (5) working days each year with pay for bereavement in the immediate family. (1993)

B. Immediate family shall be defined for bereavement as the following of either the teacher or the teacher's spouse: spouse, mother, father, step-mother, step-father, legal guardian, children, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, niece, nephew, daughter-in-law, son-in-law, aunt, or uncle. (1985)

C. Bereavement leave is non-cumulative. (1984)

D. If during the same school year a teacher suffers an additional death of a parent, spouse or child, the teacher may request additional days of bereavement (up to five) if the five bereavement days have been exhausted. This request shall be made to the Associate Superintendent of Human Resources. (1989)

SECTION 4: Leave of Absence

A. Career teachers may be granted an unpaid leave of absence for a period which shall not exceed one school year in duration, but not less than the remainder of the current quarter, except for leaves as provided in section 6.

1. Requests for such leave must be made in writing to the Associate Superintendent of Human Resources.

2. The request must contain sufficient detail as to the reasons for the leave so that a decision may be made based on the merits.

3. As a condition of approval, the teacher must state that the reason for the leave is not for the purpose of accepting other employment.

4. Final approval of leave without pay is contingent on the needs of the District.

5. The Leave of Absence does not constitute a breach in continuous service. (2002)

B. When a teacher is removed from the payroll for an authorized leave of absence, he/she may deposit with the business office postdated checks to cover such absence in order to maintain professional membership and optional fringe benefit coverage. (1985)

SECTION 5: Sabbatical Leave

A. Sabbatical leave shall be for the purpose of earning college credit toward a degree. (1982)

B. The Board shall grant a one-year sabbatical leave, which shall not exceed one school year in duration, upon receiving written request for the same, prior to the first of June of the school year for which the request is made. The certified personnel making the request must:

1. Be a career teacher.
2. Enroll in a full-time course of study at an accredited university which awards an advanced degree. (1993)

SECTION 6: Family Leave

A. A teacher shall be allowed up to twelve (12) weeks as provided in the Family Medical Leave Act. Such leave will be unpaid leave unless the reason for such leave qualifies for sick and/or personal leave as provided in the Negotiated Agreement. (2008)

B. An extended leave of absence beyond Family Medical Leave shall be granted without pay to any teacher, male or female, following the birth or adoption of a child. This extended leave may be granted for up to the remainder of the current school year. (2002)

C. Application for extended family leave will be made to the Associate Superintendent of Human Resources thirty (30) days prior to the desired beginning date of leave. The Associate Superintendent of Human Resources may accept less notice. (1996)

SECTION 7: Military Leave

Teachers are entitled to leave of absence for National Guard Duty and Federal Armed Services active duty in accordance with State law. Teachers shall be able to take the leave without loss of status. Section 144 and 734 Oklahoma State Law (2004)

SECTION 8: Court Appearances / Jury Duty

The Board shall provide a substitute teacher and pay the regular salary of any teacher who is summoned for jury duty service or subpoenaed for court appearance. Teachers shall retain any compensation received for jury duty. (1989)

ARTICLE VII: SALARY DEDUCTIONS

A. With the written approval of the teacher, payroll deductions shall be made for professional dues and/or political action contributions. (1985)

B. Salary deductions for the payment of the professional organizations' dues shall be made in twelve (12) equal monthly portions of the total dues. Within ten (10) days following the actual salary deductions, the total amount of monies deducted shall be forwarded to the Association. (1984)

ARTICLE VIII: ASSOCIATION ACTIVITIES

SECTION 1: Association Leave

A. The Board agrees to provide the Association with a total of twenty-five (25) days of leave to be used for purposes which benefit public education. Building principals shall approve the request of teachers selected by the Association to be absent for such purposes unless there are overriding considerations which preclude granting the request. If this should occur, the Association should select an alternate. The district will employ a substitute as required. (1985)

B. After the twenty-five (25) days district-paid Association absences have been used, additional days may be granted for Association activities which benefit public education when approved by the Superintendent. The building principal shall approve the absence as in paragraph A above and obtain a substitute for the teacher(s) designated to attend and the Association shall reimburse the district for the cost of the substitute. (1985)

SECTION 2: Release Time for Association Officers

A. The Board shall grant to the President or other designee of the Association a one-year leave of absence without pay or district-paid benefits for his/her term of incumbency. During such period all benefits shall accrue, including advancement on the salary schedule. (1992)

B. The President or other designee of the Association shall continue to be carried on the district payroll for salary and fringe benefits as if in an active status subject to a monthly reimbursement by the Association for all monies paid. (1987)

C. The Association as the employer of record will set forth the terms and conditions of employment including vacations, holidays, and the various leave plans.

D. Upon request, the full-time released President or other designee of the Association shall return to the same position held prior to leave whenever possible. (1984)

E. Any member of the local Association elected to serve as Vice-President or President of the state association, or Secretary-Treasurer, Vice-President, or President of the national association shall be entitled to a one-year leave of absence without pay or district-paid benefits for his or her term of incumbency. During such period, all accrued benefits will be held intact. Upon returning from the one-year leave of absence, the member shall return to the same position whenever possible. (1991)

SECTION 3: Information Dissemination

A. The Association shall have the right to place ACT-related notices, circulars, and other Association material on designated school bulletin boards and in teachers' mail boxes. A copy of each item so displayed, distributed, or otherwise provided to teachers by the Association shall be provided to the building principal and the Superintendent's office.

B. Any item posted or displayed shall bear the signature of an Association officer, building representative, or the individual posting it, or carry the Association letterhead.

C. The Association shall be accorded use of the inter-school mail service. A mail box located in the Administration Building mailroom shall be assigned to the Association to facilitate such use. (1982)

D. The Association will pay a three hundred dollar (\$300.00) annual fee for official business use of the fax machines and email. (2000)

SECTION 4: Meetings

During the first week teachers are to report for duty, one-half (1/2) day shall be granted to the Association for meetings. The exact half (1/2) day will be decided by the Administration to coordinate with the opening activities of school. (2003)

SECTION 5: Association Visitation

The Association President and/or other Association representatives shall be allowed to visit the schools provided that they make their presence known to the

building principal or his/her designee upon entering a school building. Such visits shall not be permitted to disrupt school routine. (1982)

SECTION 6: Availability of Information

Copies of the following items will be distributed electronically or placed in the Association's mail box in the Administration Building on the same day such copies are delivered to the Board: (2004)

1. Board Agenda
2. Copy of Minutes
3. Personnel List
4. Investment report
5. Purchases
6. Other public information items

ARTICLE IX: COMPENSATION PLANS

SECTION 1: Extra Pay

Teachers working outside the school day, on activities subject to pay, shall be paid according to the District's Compensation Rates located in the Business Office. Professional Development funds may be used to pay certified staff for professional development events when funds are available. (2004)

SECTION 2: Tuition Reimbursements

The Board shall designate teaching fields wherein a shortage of certified teachers is deemed to exist. Teachers with an interest in one of those designated fields who wish to undertake study in order to gain certification may make application to the Superintendent, and if accepted, shall be reimbursed for all tuition and all approved related expenses. (1985)

SECTION 3: Compensation for the Covering of Classes

Teachers who are required by the administration to cover a class to accommodate absences shall be paid at the rate of:

High School	\$17.50 per plan time
Middle School	\$12.00 per plan time
Elementary	\$12.00 per plan time

Any teacher asked by Administration to take additional students due to teacher absence shall be paid based on a percentage of the current certified substitute pay. (2004, 2006)

SECTION 4: PROFESSIONAL STAFF SALARY SCHEDULES

Salary Adjustments

- A. Additional salaries paid on per diem or percentages will be computed on the base salary. Per diem is paid on contract days beyond 182 days
1. School psychologists shall receive an additional 5% of base plus \$2300. (2005)
 2. Special Education and Alternative Education teachers shall receive an additional 5% of base.
 3. Full-time program coordinators and curriculum specialists shall receive per diem and an additional \$2,300 and half-time coordinators shall receive \$1,150.
 4. Career technology teachers may receive an additional \$2,000.
 5. Teachers assigned classes in addition to the regular school day shall receive additional compensation.
 6. Ten month counselors shall receive per diem. (2006)
 7. District chairs for vocal music, physical education, orchestra, band and foreign language shall receive an additional \$1,500.
- B. For 2007-2008, teachers above step 33 will receive a \$600 stipend. (2007)
- C. Mentor teachers will be paid a stipend in the amount of \$300.00. (2003)
District trained mentors will receive an additional \$200.00 when assigned to a resident teacher. (2007)
- D. Occupational Therapist and Physical Therapist shall receive an additional \$6650.00 (2005)

SECTION 5:

Extra Assignment Compensation

School Year 2007-2008
PROFESSIONAL STAFF EXTRA DUTY PAY

<u>HIGH SCHOOL</u>	<u>AMOUNT</u>
Academic Coach	\$1,360.00
Activities Director	1,850.00
Art	550.00
Auditorium Manager	500.00
Band Director	5,600.00
Band Director Assistant	2,800.00
Pom Sponsor	2,300.00
Debate	1,600.00
Department Head 4-7	900.00
Department Head 8+	1050.00
Drama	2,700.00
Flag Sponsor	2,300.00
Head Class Sponsor	900.00
Head Counselor	900.00
High Schools That Work	1,000.00
Honor Society	800.00
Newspaper	2,100.00
Orchestra	2,300.00
Silver Strings	2,700.00
Silver Strings Asst.	700.00
Step Team Sponsor	2,300.00
Student Council	1,100.00
Textbooks	800.00
Vocal Music	2,750.00
Yearbook	1,600.00
 <u>MIDDLE SCHOOL</u>	
Academic Coach	1,200.00
Art	520.00
Athletic Director	2,500.00
Balance Team	550.00
Band	2,600.00
Assistant Band	800.00
Drama	800.00
Intramurals	350.00
Leadership	630.00
Math Counts	350.00

Orchestra	1,800.00
Team Leader	620.00
Team Leader Electives	350.00
Textbook	780.00
Vertical Team Leader	350.00
Vocal Music	1,700.00
Yearbook	1,550.00
Web Manager	400.00

ELEMENTARY

Art	320.00
Honor Chorus	1,300.00
Intramural	320.00
Music	520.00
Track	320.00
Team Leader	620.00
Vertical Leader	620.00
Web Manager	400.00

HIGH SCHOOL ATHLETICS

Athletic Director	3,000.00
Athletic Trainer	6,000.00
Baseball, Head Coach	3,530.00
Baseball, Asst.	1,920.00
Basketball, Head	5,200.00
Basketball, Asst.	2,500.00
Cheer Head	2,300.00
Cheer Asst.	1,300.00
Cross Country	1,900.00
Football Head	7,500.00
Football Head Asst.	3,400.00
Football Asst.	3,200.00
Golf	1,800.00
Golf Asst.	1,000.00
Soccer Head	2,400.00
Soccer Asst.	1,300.00
Softball Head	3,400.00
Softball Asst.	1,500.00
Stadium Manager	1,550.00
Swimming	3,000.00
Tennis	1,800.00

Track	2,950.00
Track Asst.	1,700.00
Volleyball Head	2,200.00
Volleyball Asst.	1,130.00
Weight Training	1,250.00
Wrestling Head	4,400.00
Wrestling Asst.	2,150.00

MIDDLE SCHOOL ATHLETICS

Athletic Director	2,500.00
Balance Team	550.00
Basketball	1,800.00
Cheer Head	1,800.00
Cheer Assistant	1,300.00
Football Head	2,200.00
Football Asst.	1,700.00
Intramurals	350.00
Softball Head	1,100.00
Softball Asst.	900.00
Track	1,100.00
Track Asst.	900.00
Volleyball Head	1,100.00
Volleyball Asst.	900.00
Wrestling Head	1,900.00
Wrestling Asst.	1,200.00

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