# **NEGOTIATED AGREEMENT**

2024-2025



PIEDMONT BOARD OF EDUCATION

AND

PIEDMONT ASSOCIATION OF EDUCATORS

PIEDMONT PUBLIC SCHOOLS

PIEDMONT, OK

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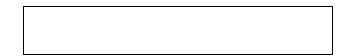
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#### PART 100: PROCEDURAL AGREEMENT FOR BARGAINING

This agreement is made and entered into by and between the Piedmont Association of Educators, hereinafter termed the Association, and the Board of Education of Piedmont Public Schools hereinafter termed the Board.

### Article 101 Recognition

- 101.1 The Board hereby recognizes the Association as the exclusive bargaining representative for all contracted (full or part-time) certified and licensed employees who are not administrators, except those who have stated in writing to the Board that they do not desire to be represented by the Association.
- 101.2 All certified and/or licensed teachers under contract with Piedmont School District, except administrative personnel, shall have the right to join, participate in, and assist the Association or have the right to refrain from such activities. The Board and/or the Association shall not discriminate against any person, regardless of membership or non-membership in the Association or for participation or non-participation in any phase of the bargaining process.

### Article 102 Scope of Bargaining

- 102.1 The Board and the Association agree to bargain in good faith on matters of wages, hours, fringe benefits, and other terms and conditions of employment in accordance with O.S. 70-509.6.
- There will be no bargaining on inherent managerial rights, including its power to make policy, select and assign personnel, determine the budget, and manage the school system as defined by The School Laws of Oklahoma.

### **Article 103 Bargaining Procedures**


- 103.1 The Association and the Board shall each designate one representative from each building to serve as their bargaining teams. Alternates may be designated; however, alternates will attend the meetings only when serving in the place of a regular team member.
- 103.2 All bargaining shall take place between the designated representatives of the parties. The representatives of each party shall have the authority to make proposals and counter-proposals, to compromise, and to plan, subject to ratification by the parties.
- 103.3 All bargaining will be conducted in a closed session.
- 103.4 A written request for a bargaining session between representatives of the Association and the Board shall be submitted by either party before May 30. A bargaining session is defined as that time from the presentation of proposals through ratification of the agreements.
- 103.5 The initial bargaining meeting of a session shall be held within thirty (30) calendar days of the date of the written request for a bargaining session.
- 103.6 The party which submitted a written request for a bargaining session will present all of their proposals at the first bargaining meeting. The other party will present all of its proposals at the second meeting. Details on salary and fringe benefit proposals will be submitted after the educational appropriations have been made by the state legislature.
- 103.7 Bargaining meetings will be held at times outside of work hours and in places mutually acceptable to the spokespersons of the respective parties.
- 103.8 During meetings, each party is free to caucus at any time.
- 103.9 The chief negotiator for each team will serve as the spokesperson for his/her team unless he/she designates another team member as spokesperson for that meeting.

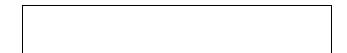
- 103.10 Any team member may address any issue on the table after recognition by the spokesperson of his/her respective team.
- 103.11 All designated team members are expected to be present for the duration of any meeting they attend.
- 103.12 Upon a reasonable request, the parties shall provide each other with information regarding negotiations.
- 103.13 A chairperson for each meeting will be alternated between chief negotiators.
- 103.14 Minutes of major discussion points will be kept during each meeting. The chief negotiators will sign the minutes and copies will be given to team members.
- 103.15 Other meeting ground rules, such as refreshments, shall be set by mutual agreement at the table.
- 103.16 Tentative agreement reached as a result of bargaining will be reduced to writing and will have the approval of the chief negotiator of each team. Such tentative agreements shall be set aside pending final approval or ratification as a package first by the Association and subsequently by the Board. Upon approval and after necessary action by the Association and the Board, the terms of the agreement shall be implemented.
- 103.17 This agreement shall be posted on the District website.

#### Article 104 Impasse Resolution

- 104.1 If negotiations are not successfully concluded by the first day of school, an impasse shall exist. At any earlier time, either party may declare an impasse. Upon reaching an impasse, the items causing the impasse shall be referred to a three-member fact-finding committee. This committee shall consist of:
  - 1. One member shall be selected by the representatives of the Association within five (5) days after the reaching of an impasse;

- 2. One member who shall be selected by the local board of education within five (5) days after the reaching of impasse; and
- 3. One member who shall serve as chairperson of the committee and shall be selected as follows:
  - a. The State Board of Education shall appoint not less than twenty or more than thirty persons to be placed on the State Superintendent's list of fact finders. The appointees must reside in Oklahoma, must be neutral and unbiased, and must be knowledgeable in the fields of school operations, school finance, personnel management, dispute resolution, and hearing procedures. The appointees shall not currently be elected public officers or employees of a board of education or officers or employees of an organization of education employees. No person who is related within the second degree by consanguinity or affinity to an elected public officer, to an employee of the local board of education that is involved in the impasse, or to an employee of an organization of education employees shall be eligible to serve as a fact finder.
  - b. An appointee shall serve until such appointee resigns or is removed by the State Board of Education from the State Superintendent's list of fact finders. An appointee must be removed immediately if he or she becomes an elected public officer or employee of a board of education or an officer or employee of an organization of education employees.
  - c. Within ten (10) days of being notified that a fact finder is needed, the State Superintendent of Public Instruction or designee shall provide the names of five potential fact finders selected at random from the list of appointees who are available to serve as a member and the chairperson of the committee. The parties shall select the fact finder from the five names within fifteen (15) days after receiving the list of fact finders.
  - d. It shall be the responsibility of the State Board of Education to establish rules, regulations, training, hearing procedures, and payment schedules to implement the provisions of this paragraph.

- 104.2 Within five (5) days after the selection of the chairman, the representatives who have been negotiating for the Board and the Association shall meet to exchange written language on each item at an impasse. The exchanged documents shall be furnished by each party to the chairman and other members of the committee.
- The chairman shall convene the committee for fact-finding. This committee shall meet with the representatives of both parties. Within twenty (20) days after the chairman is selected, the committee shall present written recommendations to the local Board and the Association.
- 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 a 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.
- The local 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 local board of education shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiation impasse process within thirty (30) days of the effective date of implementation.
- 104.6 The Association and the Board will each be responsible for the fees and costs of its member on the fact-finding committee and shall share equally in the fees and costs of the third member.



As set forth in O.S. 70-509.8, the procedures provided for resolving the impasse shall be the exclusive recourse for the Association. It shall be illegal for the Association to strike or threaten to strike as a means of resolving differences with the Board. If the Association or its members engage in a strike, then the Association shall cease to be recognized as representative of the unit and the Board shall be relieved of the duty to negotiate with the Association or its representatives.

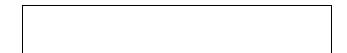
### PART 200: GENERAL CONTRACT

### Article 201 Non-Discrimination and Teacher Protection (2024)

- 201.1 There shall be no discrimination against any employee covered by this contract in a manner which would violate any applicable laws on the basis of race, color, creed, national origin, age, sex, or marital status in the evaluation, employment, transfer, or promotion of personnel.
- 201.2a. The Board and Administration shall be vigilant to protect teachers from assault including threats of physical harm 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 will take measures as deemed appropriate to protect the teacher and, if necessary, invoke the provisions of law. (2024)
- 201.2b. A teacher shall report to his/her immediate supervisor or administrator all cases of stalking, harassment, on-line/digital impersonation, and assault and/or battery in connection with his/her employment.(2024)

### Article 202 Savings Clause

202.1 Should any part of this agreement be declared invalid by statute or a court of final jurisdiction, said part will be automatically deleted from the agreement to the extent



that it violated the law. The remaining provisions will remain in full force and effect for the duration of the agreement if not affected by the deleted parts. Upon receipt of notification of the final court action, the Board and the Association shall commence negotiations within thirty (30) calendar days to arrive at a legally permissible replacement for the deleted part.

### Article 203 Printing and Distribution

- 203.1 The Board and the Association will share in the cost of the final preparation and printing of the agreement to be typed by a member of the Piedmont School's secretarial staff at the prevailing hourly wage. The Association will provide the paper and manpower to run the copy machine. The Board will provide the copy machine.
- 203.2 The Board will make every effort to have in the hands of the Association membership, a copy of the tentative agreement to be proofread within 10 working days. The Association will have 10 working days to proofread and return the tentative agreement to the Board. The Board will then have 10 working days to type and return the final copy to the Association leadership for distribution.
- 203.3 The format for printing shall be mutually agreed upon after negotiations are finalized.

### **Article 204 Payroll Deductions**

- 204.1 In addition to those deductions required by state and federal law, each employee may upon written authorization and computer capability, initiate the following payroll deductions:
  - A. Oklahoma Educators Credit Union;
  - B. School-approved health, hospital, life, cancer, dental, and vision insurance;
  - C. Annuities, IRS approved;
  - D. Professional association dues (i.e. OEA, NEA, etc.);
  - E. Salary protection;

- F. Approved philanthropic donations (i.e. Piedmont Public Schools Education Foundation, United Way);
- G. Other items as approved by Board of Education policy.
- 204.2 Employees wishing to change any part of their payroll deduction options may do so by giving written notice to the administration at least two (2) weeks before the next payroll date.

### Article 205 Right to Representation

- 205 a. After a conference with the principal and/or superintendent, the teacher may request a follow-up meeting accompanied by a representative of his/her choosing. Staff members may request the building representative to be included in meetings with the administration. Administration will have the right to request a witness of their choosing as well.
  - b. 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.
    - c. Administrators shall 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.
      - The District will comply with state and federal law and will make information available during reasonable hours.

#### Article 207 Employee's Privilege to Engage in Private Enterprise

207.1 An employee shall have the right to engage in any type of lawful private enterprise or other gainful employment in addition to his/her employment with the District,

provided said employment does not conflict or interfere with the ability of the employee to function at an acceptable level in his/her respective position.

### Article 208 Health and Safety Provision

- 208.1 The Board will strive to maintain healthy and safe conditions at the school site in compliance with applicable statutes and/or regulations. Employees will not be required to work under unsafe or hazardous conditions as determined by proper regulatory authority.
- 208.2 The Board will strive to provide adequate teaching facilities, clean and sanitary restrooms, running water in each building, a certified employees' lounge at each school site, and access to a private telephone. Employees will report concerns of inadequacies to their building principal.
- 208.3 The Board will strive to improve health services as provided by Canadian County Health Department.

### Article 209 Individual Contract Consistent with Master Agreement

209.1 Each employee shall be provided an individual contract no later than 30 days after ratification of the Master Contract by the Association and the Board. The individual contract will comply with provisions of the master agreement.

#### Part 300: CONDITIONS OF EMPLOYMENT

### **Article 301 Assignments**

301.1 Notify teachers of tentative change in assignment and courses to be taught by June +15. (2024)

301.2 All teachers with proper certification with the Piedmont Schools system will be considered when making teaching assignments.

### Article 302 Work Day

302.1 The employee work day will begin thirty minutes before the first class begins, and the work day will end thirty minutes after the last class dismisses. However, meetings, conferences, and other school-related duties required by the administration may extend the work day a reasonable length of time.

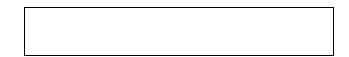
Employee Start and End Times:

Early Childhood Center 8:00 a.m. – 4:00 p.m.
Elementary 8:15 a.m. – 4:15 p.m.
Northwood 8:15 a.m. – 4:15 p.m.
Stone Ridge 8:15 a.m. – 4:15 p.m.
Intermediate 7:20 a.m. – 3:20 p.m.
Middle School 7:20 a.m. – 3:20 p.m.
High School 7:20 a.m. – 3:20 p.m.

- 302.2 Building principals will strive to limit meetings, conferences, and other school-related duties to two per month. The meetings shall not start before reporting time or last past 30 minutes beyond the end of the contract day. This provision does not apply to training, including district-sponsored staff development training.
- 302.3 Efforts will be made to keep before or after school meetings to a minimum during the weeks that report cards are issued.

## Article 303 Duty-Free Lunch

303.1 Each certified employee shall be guaranteed a duty-free lunch period daily for a period of not less than thirty (30) consecutive minutes unless there are no volunteers for lunch duty. At that time a teacher may be required to forego their duty-free lunchtime to perform lunch duty.



303.5 The principal retains the right to determine the number of lunch duty supervisors for each 30-minute lunch period. If administrator/counselor coverage is insufficient, any staff member volunteering to cover lunch or recess duty may complete a timesheet to be compensated at the rate of pay for lunch/recess monitor.

#### Article 304 Class Size

304.1 The Board agrees to abide by the state law and penalties related to class size.

#### Article 305 Work Year

- 305.1 The work calendar will be a maximum of 174 instructional days and 6 professional days, totaling 180 working days as shown in the calendar.
- 305.2 The Association may provide input to the superintendent regarding the calendar for the ensuing year. The superintendent will consider any suggestions before making a recommendation to the Board.

#### Article 306 Notice of Vacancies

306.1 Any certified and administrative position openings will be posted on the website.

### **Article 307 Voluntary Transfer**

307.1 A request for a transfer will be made by completing an in-district application and notifying the site principal where the opening is available. The notification to the principal will include the grade and/or subject to which the employee desires to be transferred and the applicant's academic qualifications and reasons for the request.

In filling vacancies, the district will hire or transfer the person who best meets the needs of the students. All teachers within the Piedmont School system who request transfer and who hold proper certification will be considered along with their qualifications and granted an interview for any vacancy which occurs.

307.2 Should a vacancy occur during the school year, requested transfers to this position will be considered at the time of the vacancy; however, an in-district application and notification to the site principal where the opening is available must be made within two (2) working days after the vacancy posted.

### **Article 308 Involuntary Transfer**

308.1 If it becomes necessary to fill a vacancy by an involuntary transfer or a reassignment, all teachers within the system holding the proper certification will be considered beginning with the qualified teacher with least seniority. A meeting will be held between the employee involved, the principal, and/or the superintendent. If the employee objects to the transfer, reasons for the objection will be written to the principal and/or the superintendent. The administration reserves the right to make involuntary transfers and will decide in the best interest of the students.

### Article 309 Employee Reduction in Force Policy

The need to reduce the number of certified personnel may arise based on any of the following conditions:

- A. Decrease in revenue
- B. Decrease in student enrollment
- C. Changes in educational programs or curriculum
- D. Cancellation of programs
- E. Any other circumstances determined by the board.

#### **Definitions**

Career Teacher – A teacher who has completed three (3) or more consecutive complete school years in such capacity in one school district under a written contract.

Probationary Teacher – A teacher who has completed fewer than three (3) consecutive complete school years in such capacity in one school district under a written contract.

Licensed Teacher – A teacher who has been issued an emergency or provisional certificate.

- 309.1 In the event any of the above conditions occur, every effort will be made to accomplish the necessary reduction by attrition, voluntary resignation, or voluntary retirement. The primary basis used in determining the retention or reassignment of affected teachers when a school district implements a reduction-in-force plan shall be the ratings of the teachers as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE). Otherwise, reduction-in-force will be made according to the following procedures:
  - A. The position will be the determining factor in a reduction, not the teacher occupying the position.
  - B. The order of termination will be as follows:
    - 1. A licensed teacher in an eliminated position will be terminated first.
    - 2. A probationary teacher in an eliminated position will be terminated second. However, if a probationary teacher is certified for a position held by a licensed teacher, the probationary teacher will be reassigned to that position, and the licensed teacher will be terminated.
    - 3. A career teacher in an eliminated position will be placed in a retained position in which the teacher is, at the time of the presentation of the

recommendation to reduce force, certified by standard certification, provided the position is occupied by a probationary or licensed teacher.

- 4. If a career teacher is qualified for standard certification in a position held by a probationary or licensed teacher but does not have such a certificate, then said career teacher must have evidence of eligibility for such certification on file in a personnel file in the office of the superintendent at the time of the presentation of the recommendation to reduce force.
- 5. If there is more than one career teacher assigned to the position that is subject to being eliminated, the following criteria, in this order, will be used to determine which of the career teachers will be retained:
  - a. Certification in a retained teaching position that is open. A career teacher with standard certification for the retained position will be retained over a probationary teacher, and a probationary teacher will be retained over a licensed teacher.
  - b. Seniority in continuous, full-time, contracted, certified employment in the district. (Approved medical leave shall not result in a break in service.)
  - c. If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:
    - i. Years of teaching experience in the retained position in the local school district.
  - ii. Academic degree status A teacher with a doctorate degree will be retained over a teacher with a master's degree or a bachelor's degree; a teacher with a master's degree will be retained over a teacher with a bachelor's degree.
- 6. If there is more than one probationary teacher or more than one licensed teacher in the position being reduced, the criteria listed in number 5, a

through c, will be used in determining which probationary teacher or licensed teacher will be retained.

- 309.2 Any person terminated under the provisions of this policy who wishes to be considered for future vacancies must make formal application for a teaching position and must notify the superintendent by certified mail, restricted delivery, within ten (10) days following the final board action on the termination, of the teacher's desire to remain an active applicant for a teaching position.
- 309.3 All benefits to which employees were entitled at the time of their layoffs, including seniority, career status, retirement, accumulated sick leave, and professional leave will be restored to employees upon their return to active employment and such employees will be placed on the proper step of the salary schedule for the employer's current position according to the employee's experience and education.
- 309.4 All employees involved in Reduction in Force (RIF) will have the option of continuing their insurance program through the school. Said employees will be responsible for full payment of the premium. This benefit will be provided for one year after termination, or until employed elsewhere, whichever comes first.

#### Article 310 Staff Evaluation

The purpose of teacher evaluation in the district is to improve the quality of instruction. In seeking this goal, two primary objectives are acknowledged. First, the observations and evaluation of teacher performance is intended to identify the teacher's strengths and weaknesses, to agree upon strategies for reinforcing strengths and remediating performance. The second objective of evaluation is to provide a rational basis for administrative decisions regarding continued employment.

310.1 Piedmont School District will be using the Tulsa Public Schools TLE evaluation process in its entirety. The Tulsa Public Schools TLE is comprised of observations, evaluations, conferencing, and opportunities for feedback and support. Every evaluation must be supported by (built upon) at least two observations in addition to the evaluator's overall assessment of the teacher's performance.

310.2 Certified personnel scoring 3.8 or higher on a final evaluation may be exempt from formal evaluation for up to two years.

#### **Article 311 Personnel Files**

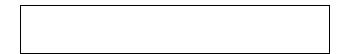
- 311.1 A personnel file for each employee will be stored digitally under supervision of the human resources office. Said personnel file may contain the following:
  - A. Evaluation reports and responses thereto
  - B. Annual employee contract
  - C. Employee's certificates
  - D. Letters of recommendation and commendation
  - E. Letters of criticism
  - F. Official personnel action documents, including letters of reprimand and/or admonishment and verification of meeting requirements of plan for improvement
  - G. Official transcripts and resumes
  - H. Other materials mutually agreed upon

Employees will be given the opportunity to sign all items referred to in A-H before said items are placed in the personnel file. This will become effective with the ratification of this negotiated agreement.

311.2 Employees shall have the right to review the contents of his/her personnel file at times when the superintendent's office is open to conduct business. Employees may be accompanied by a representative and may authorize a representative to inspect his/her file. The file is not to be removed from the superintendent's office. The employee may have copies made of the content of his/her file.

### Article 312 Dress for Your Day Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into by and between the Piedmont Association of Educators and the Piedmont Public Schools Board of Education. This MOU shall become effective upon ratification and shall remain in effect through the end



of the 2023-2024 school year. The continuation of this MOU will be determined based on adherence to the guidelines. Site administrators/immediate supervisors are responsible for communicating the district's dress expectations, as well as ensuring employees adhere to the guidelines at all times.

Piedmont Public Schools is instituting a Dress for Your Day policy (DFYD). The Dress for Your Day Guidelines ("DFYD") allows PPS employees discretion to select the appropriate dress for the responsibilities of each workday. DFYD does not replace existing dress requirements for those whose jobs specify a standard for dress for customer interaction, safety, or other business reasons. DFYD Guidelines apply to all school employment activity, whether you are onsite, offsite, or using remote technology such as video conferencing meeting technology such as a district LMS or Zoom.

While Dress for Your Day is intended to be relaxed when employees have a workday that does not involve meetings with parents, vendors, or the like, the expectation is that employees will nevertheless wear clothing appropriate for the nature of our business and the type of work performed.

Dress For Your Day clothing and appearance guidelines include an appearance that is:

- Neat, well-fitting, clean, and professional
- Well-groomed
- Adhering to safety standards
- Not a distraction/interference of other's work environments
- Consistent with the working environment or local custom
- At minimum meeting the student dress code expectations

Denim/jeans are permissible (free of rips/holes or excessive wear). Appropriate tops include professional attire, PPS branded polos, etc., school spirit shirts (preferably reserved for Fridays). Sweatpants, wind pants, and other athletic wear is not acceptable unless the employee's job assignment is a physical education environment. Examples of appropriate and inappropriate attire are not exhaustive. They are provided for consideration when determining appropriate dress.

PPS employees with scheduled meetings with parents (group or individual), community members, or other outside organizations, are expected to dress professionally for those occasions.

Traditional business attire <u>is always acceptable</u> and an administrator may require traditional business attire for certain meetings or events, such as parent-teacher conferences or positions with high external stakeholder visibility/interaction.

Employees with individual needs associated with religious observance or disability should consult with their site administrator or district HR office to discuss the dress guidelines.

Employees not in compliance with the Dress for Your Day guidelines are subject to disciplinary action and may be required to return home to change into more appropriate attire.

#### Part 400: LEAVE

#### Article 401 Sick Leave and Accumulations

- 401.1 Each employee will have ten (10) days of sick leave each year. The ten (10) days will become vested at the beginning of each school year. Employees may be absent from their duties for personal illness, immediate family illness, injuries, job-related injuries, pregnancy, and/or death in the immediate family, without the loss of salary, for a period not to exceed their accumulated sick leave.
- When sick leave is exhausted, the employee shall receive full contract pay, less the amount actually or normally paid to a substitute for an additional twenty (20) days maximum. After this time, an employee may apply to the sick leave sharing program, if eligible. After having exhausted all leave available under the sick leave sharing program, or if not approved or not eligible for use of the program, the teacher may apply to the Board for an extended leave without pay until the end of the contract period or until the employee is able to return to work.



- 401.3 Provisions will be made whereby the employee can arrange personal payment for all professional dues and insurance. When the employee recovers sufficiently to perform regular duties and returns to work, the employee shall be restored to such position or to a position of like seniority and status.
- 401.4 Supervisors may request doctor's verification for any extended sick leave of three (3) or more days.
- 401.5 Upon retirement, employees who have been employed by the district for at least 5 years will be compensated \$25 for each unused day of sick leave, for a maximum of 100 unused sick leave days. Unused sick days are defined as the remaining sick days, excluding 120 days banked with Oklahoma Teacher Retirement System used towards retirement.
- 401.6 Employees will be able to trade 2 sick days for 1 personal day. This type of trade will be limited to twice per year. Employee will no longer be eligible for sick leave sharing once this happens. District reserves the right to deny trading days on an individual basis.
- 401.6b Unused personal days will roll into sick days for the upcoming year.
- 401.7 Efficiency pay for sick and personal leave days not used (prorated based on hiring date) from the sick and personal days assigned each year will be paid at the rates below:

0 sick/personal days used = \$660

1 sick/personal day used = \$540

2 sick/personal days used = \$240

3 sick/personal days used = \$120

No efficiency pay if more than 3 sick/personal days are used.

#### 401.8 SICK LEAVE SHARING PROGRAM

The program permits employees to donate sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary

or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment. The superintendent or designee will decide if the condition meets the criteria for sharing sick leave and shall determine how many days of shared sick leave the recipient may receive.

### A. Definition of Terms used in this program

- 1. Relative of the employee means spouse, blood relatives, in-laws, stepfamily, and any other member residing in the immediate household.
- Household member means those persons who reside in the same house, who
  have reciprocal duties to and do provide financial support for one another.
   This term shall include foster children and legal wards even if they do not live in
  the same household.
- 3. Severe or extraordinary means serious, extreme, or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth, and childbirth recovery.
- 4. Employee means a certified employee of the school district.
- B. An employee may be eligible to receive shared leave pursuant to the following conditions:
  - 1. The receiving employee has exhausted, or will exhaust all available full-paid leave;
  - 2. The receiving employee has submitted a statement of need to the superintendent or designee;
  - 3. The receiving employee has presented a medical certificate from a licensed physician who is a specialist in the relevant field verifying the severe or extraordinary nature that prevents them from carrying out their duties and the expected duration of the condition.

- 4. The condition has caused or is likely to cause the receiving employee to go on leave without pay or to terminate employment.
- 5. The receiving employee has abided by the district policies regarding the use of sick leave.

#### C. General Provisions:

- 1. All donated leave must have been accumulated from Piedmont Schools.
- 2. An employee may donate up to ten (10) sick leave days per year to a fellow employee of Piedmont Schools.
- 3. Employees with twenty-five (25) or more accumulated sick leave days may donate to a fellow employee.
- 4. Donated days cannot reduce a certified employee's total sick leave to less than twenty (20) days.
- 5. The employee desiring to donate sick leave shall complete a "Sick Leave Donation Form" authorizing the deduction from his/her sick leave accumulation. The donor will also specify how many days are to be donated and the name of the employee who is to receive said days.
- 6. An employee may initially request up to ten (10) days from donating employees.
- 7. The employee receiving the shared sick leave must reapply every twenty (20) days for shared sick leave days. The recipient may receive no more than forty (40) shared sick leave days per year.
- 8. The employee receiving donated days is to receive his/her normal rate of pay.

- 9. The recipient may only use donated sick leave for the purpose set forth in this program.
- 10. Any shared sick leave not used by the recipient during the occurrence for which the leave was donated shall be returned to the donor. The shared sick leave remaining shall be divided among the donors on a prorated basis on the original donated value and reinstated to the sick leave balance of each donor.
- 11. Confidential shared sick leave records shall be kept separate from other salary records.
- 12. An additional twenty (20) sick leave days (personal illness only) provided by the state law may be used after sick leave sharing days are used.

### Article 402 Personal Business Leave/Emergency

402.1 Each employee will have three (3) days of personal business leave each year. Personal leave should be used for events which cannot be rescheduled for a more convenient time. Once the employee's personal leave is exhausted, the employee will be docked the full daily rate of pay. Any personal day(s) not used will accrue to sick leave.

#### Article 403 Professional Leave

403.1 Professional leave must be approved by the principal.

#### Article 404 Association Leave

404.1 The district will provide the Association with five (5) days paid leave for the purpose of conducting Association business. The Association president will advise the principal and/or superintendent of intention to use an Association leave at least one day prior to the day leave is to be taken. The employee taking such leave will suffer

no loss in salary, benefits, or position to which the employee is entitled. The leave must be approved by the principal.

#### Article 405 Leave of Absence

405.1 An employee may be granted a leave of absence without pay. Employees may request an unpaid leave for a period not to exceed one school year. Request for such a leave must be made in writing to the superintendent and approved by the Board. As a condition of approval, the employee must state the reason for the leave is not for the purpose of accepting other employment.

### Article 406 Family Medical Leave

- 406.1 All employees of Piedmont Public Schools who have been employed for one (1) calendar year and worked a minimum of 1,250 hours in any calendar year are eligible for unpaid family medical leave.
- 406.2 Eligible employees are entitled to receive up to twelve (12) unpaid work weeks of leave during any 12-month period for any of the following reasons:
  - A. Birth, adoption, foster placement of a child by an employee;
  - B. The care of an employee's parent, spouse, son, or daughter who suffers from a serious health condition;
  - C. A serious health condition of an employee that makes the employee unable to perform job duties.
- 406.3 Family Medical Leave Act All applicable leave (i.e. sick leave, personal leave, and vacation) will run concurrently with family and medical leave. FMLA paperwork should be completed prior to known FMLA absences (i.e. birth of child, scheduled medical treatments). All health care benefits paid by the employer shall continue during the time of the leave. Once all leave is exhausted, compensation and benefits will follow the guidelines outlined in Article 401 of the Negotiated

Agreement. Upon completion of family leave, the employee will be entitled to return to the former position of employment with equivalent benefits and pay without loss of career status. However, the leave time will not be counted toward career status. Should the employee's absence continue beyond the FMLA allowable leave, the employee may be transferred to another position that can better accommodate the employee's recurring absences. Such transfer will not reduce the employee's pay and benefits.

- 406.4 The employee shall present certification by a physician of the necessity of medical leave. Certification shall require the following information:
  - A. The date on which the serious health condition began;
  - B. The probable duration of the condition;
  - C. The appropriate medical facts within the knowledge of the health care provider regarding the medical condition;
  - D. For purposes of leave to care for another, a statement that the employee is needed for care and an estimate of the amount of time such employee will be needed to care for the relative;
  - E. For purposes of the employee's own condition, a statement that the employee
  - is unable to perform job duties;
  - F. In the case of requested intermittent or reduced leave schedule for planned medical treatment, the dates of the treatment to be given and the duration of the treatment; and,
  - G. In case of requested intermittent or reduced leave schedule for the care of a relative, a statement that the employee's intermittent leave or leave on a reduced schedule is needed for the care of the relative, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
- 406.5 If the district deems it necessary or desirable, the superintendent may require a second opinion by a physician selected and paid for by the district. If the first and second opinions differ, the district may require, at its expense, the binding opinion of a third health care provider, approved jointly by the employee and the district.

406.6 Intermittent leave may be taken in lieu of continuous leave for the birth or adoption of a child only with the concurrence of the district. The employees must provide 30 days of advance notice or as many days of advance notice as are practical.

#### **Bereavement Leave**

406.7 Five (5) days of paid bereavement leave are allowed per year

A teacher, as an expectant parent, spouse, and/or domestic partner who suffers a pregnancy loss shall receive bereavement leave.

A teacher, as an expectant parent, spouse, and/or domestic partner who suffers a failed fertility treatment (including, but not limited to, intrauterine insemination (IUI), in vitro fertilization (IVF), surrogacy loss) shall receive bereavement leave.

#### Article 407 MATERNITY LEAVE—STATE PAID

- 407.1 Employee will receive six weeks paid maternity leave. Qualified employees MUST have worked for the district for 12 months or a minimum of 1,250 hours in the last 12 months.
- The leave will begin immediately following the employee's child's birth. If the child is born during

the summer months or a holiday break (or the leave overlaps with a school break), the law requires that the non-contract days be included within the six weeks available to the employee.

407.3 The state-paid maternity leave must be used prior to any other paid leave.

#### Part 500: COMPENSATION

#### Article 501 Pay Periods

Employees working less than 20 days will have their check prorated.

- 501.1 All employees shall be paid in 12-month payments.
- 501.2 Direct deposit is required for all staff.
- 501.3 Employees will be paid on the  $15^{th}$  of each month unless such date falls on a holiday or weekend. In such cases, employees will be paid on the closest business day prior to the  $15^{th}$ .
- 501.4 If you have annuities, savings deposits, or insurance premiums withheld from your paycheck, the summer deposits will be made to those accounts according to the following schedule: June after June 15, July after July 15, and August after August 15.

### Article 502 Activity Pass

- 502.1 The Board will provide employee badges, which will also serve as activity passes to all school-sponsored events for each employee, his/her spouse, and dependent children.
- 502.2 The employee must be present at the event in order for the pass to be valid.

### Article 503 Employee Travel

- 503.1 If travel is approved by the administration and required by the district using the employee's own vehicle, reimbursement will be made at the current state allowable mileage rate. This should be approved in advance.
- 503.2 All claims for travel reimbursement and workshop fees and registrations must be turned in for payment within thirty (30) days of the travel being taken or fees/registrations being paid. Meals, transportation, and incidentals will be reimbursed per board policy.

### Article 504 Salary Credit

- 504.1 Employees will be granted salary credit for professional and military experience as accepted by Oklahoma state law. Employees will be paid in accordance with their experience and degree on the most recently negotiated salary schedule as listed on Appendix 1.
- 504.2 Employees will be given salary credit for academic degrees and academic hours as outlined on the salary schedule. Upon presentation of an official transcript, the certified employee will be advanced to the proper step of the salary schedule at the beginning of the school (contract) year.
- Teachers employed during the 2016-2017 school year that were paid based on the Bachelor's +15, Master's +15, or Master's +30 will receive an additional \$300 in yearly stipend until no longer employed as a certified teacher in the district.

### Article 505 Extra Duty Assignments & Pay

505.1 Extra Duty Assignments and Pay for School Activities

ASSIGNMENT	PAY
Academic Coach – HS	\$3,000.00
Academic Coach – MS	\$2,000.00
Academic Coach - PI	\$1,500.00
Academic Coach Elementary (Per	\$1,000.00
Coach Per School)	
Art Club A – Pl	\$550.00
Art Club B – PI (If Club A exceeds 20	\$550.00
students)	
Art - MS	\$1,500.00
Art - HS	\$2,500.00
Book Club PI	\$500.00
Business Professionals of America HS	\$1,000.00

Game Club	\$500.00
Class Sponsor – Freshmen	\$500.00
Class Sponsor – Sophomores	\$500.00
Class Sponsors – Juniors	\$500.00
Class Sponsor – Seniors (Head)	\$3000.00
Class Sponsors – Seniors (Assistants)	\$1000.00
Computer Science/Coding Club – PI	\$500.00
Counselor – Elementary	daily rate of
	pay/day*
Counselor – PI	daily rate of
Courseler, HS	pay/day* daily rate of
Counselor – HS	pay/day*
Counselor – MS	daily rate of
	pay/day*
Drama Club – HS	\$3,000
Drama Club – MS	\$2,000
Drama Club – MS Assistant	\$800
Drama Club - PI	\$1,200.00
Drama Club – PI Assistant	\$800
Drama Club – Elementary (Split	\$2,000
among sponsors)	
FCCLA – HS	\$1,000.00
FCCLA – MS	\$1,000.00
Homecoming Sponsor	\$1,500.00
Honor Choir - Elementary	\$1,200.00
Honor Choir – PI	\$1,200.00
Leadership Team	\$500.00
Library Media Specialist	daily rate
	of
	pay/day*
National Honor Society	\$1,500.00
Native American Club	\$300.00

New Teacher Academy Facilitators	\$250
New Teacher Mentors	\$1,000.00
Prom Sponsor (3 FTEs incl fin sec)	\$700.00
Reading Specialist	Daily rate
	of
	pay/day
RSA Site Coordinator	\$500.00
Running Club - Elementary	\$500.00
Saturday School	\$100/day
Sequoyah Club – Elementary (3)	\$750.00
Sequoyah Club – Pl	\$500.00
Site Tech (All Sites)	\$500.00
Spanish Club – HS	\$500.00
Spanish Club – MS	\$300.00
Speech/Debate-HS	\$3,000.00
STEM Club – PI	\$900.00
Stuco Sponsor – HS	\$2,200.00
Stuco Sponsor Assistant – HS	\$1,250.00
Stuco Sponsor – MS	\$1,200.00
Stuco Sponsor-PI (WILD)	\$500.00
Stuco Sponsor – Elementary	\$500.00
Tutoring	\$25/hour
Vocal Music – Elementary (Per	\$1,210.00
School)	
Vocal Music Region/State	\$750
Vocal Music – HS	\$3,500.00
Vocal Music – MS	\$1,500.00
Wildcat Pack	\$500.00
Yearbook Sponsor – HS	\$2,500.00
Yearbook Sponsor – MS	\$2,000.00
Yearbook Sponsor – PI	\$2,000.00
Yearbook Sponsor – Elementary	\$1,750.00

Yearbook Coordinator – Flementary	\$500.00

# 505.2 Extra Duty Assignments and Pay for Athletics/Activities

ASSIGNMENT	PAY		
ATHLETICS/ACTIVITIES LEADERSHIP			
Middle School Athletics/Activities Facilitator	\$7,000		
Fine Arts Facilitator	\$7,000		
Facilities Oversight/Manager	\$7,000		
BAND			
Band Head Director	\$10,500.00		
Band Associate Director	\$6,500.00		
Band Assistant Director	\$5,500.00		
BASEBALL			
Baseball – HS Head Coach	\$8,000.00		
Baseball – HS Assistant Coach (5)	\$4,500.00		
Baseball – MS Head Coach	\$3,000.00		
Baseball – MS Assistant Coach	\$2,500.00		
Baseball – Summer	\$2,000.00		
Baseball – Field Maintenance	\$2,500.00		
BASKETBALL - BOYS			
Basketball – HS Boys Head Coach	\$10,500.00		
Basketball – HS Boys Assistant Coach	\$5,000.00		
Basketball – 9 <sup>th</sup> Grade Boys Head Coach	\$3,000.00		
Basketball – 8 <sup>th</sup> Grade Boys Head Coach	\$2,500.00		
Basketball – 8 <sup>th</sup> Grade Boys Assistant Coach	\$1,800.00		
Basketball – 7 <sup>th</sup> Grade Boys Head Coach	\$2,500.00		
Basketball – 7 <sup>th</sup> Grade Boys Assistant Coach	\$1,800.00		
Basketball – Boys Summer	\$2,000.00		
BASKETBALL - GIRLS			
Basketball – HS Girls Head Coach	\$10,500.00		
Basketball – HS Girls Assistant Coach	\$5,000.00		
Basketball – 9 <sup>th</sup> Grade Girls Head Coach	\$3,000.00		

Basketball – 8 <sup>th</sup> Grade Girls Head Coach	\$2,500.00		
Basketball – 8 <sup>th</sup> Grade Girls Assistant Coach	\$1,800.00		
Basketball – 7 <sup>th</sup> Grade Girls Head Coach	\$2,500.00		
Basketball – 7 <sup>th</sup> Grade Girls Assistant Coach	\$1,800.00		
Basketball – Girls Summer	\$2,000.00		
CHEERLEADING			
Cheerleading – HS Head Coach	\$4,000.00		
Cheerleading – HS Assistant Coach	\$2,000.00		
Cheerleading – MS Head Coach	\$2,000.00		
Cheerleading – MS Assistant Coach	\$1,500.00		
CROSS COUNTRY	_		
Cross Country – HS Head Coach	\$6,500.00		
Cross Country – HS Assistant Coach Girls	\$2,500.00		
Cross Country- HS Assistant Coach Boys	\$2,500.00		
Cross Country – MS Head Coach Boys	\$2,000.00		
Cross Country –MS Head Coach Girls	\$2,000.00		
FOOTBALL			
Football – HS Head Coach	\$10,500.00		
Football – HS Offensive Coordinator	\$6,000.00		
Football – HS Defensive Coordinator	\$6,000.00		
Football – HS Assistant Coach	¢ 4 500 00		
	\$4,500.00		
Football – 9 <sup>th</sup> Grade Head Coach	\$750.00		
Football – 9 <sup>th</sup> Grade Head Coach	\$750.00		
Football – 9 <sup>th</sup> Grade Head Coach Football – 9 <sup>th</sup> Grade Assistant Coach	\$750.00 \$500.00		
Football – 9 <sup>th</sup> Grade Head Coach Football – 9 <sup>th</sup> Grade Assistant Coach Football – 8 <sup>th</sup> Grade Head Coach	\$750.00 \$500.00 \$1,800.00		
Football – 9 <sup>th</sup> Grade Head Coach  Football – 9 <sup>th</sup> Grade Assistant Coach  Football – 8 <sup>th</sup> Grade Head Coach  Football – 8 <sup>th</sup> Grade Assistant Coach	\$750.00 \$500.00 \$1,800.00 \$1,500.00		
Football – 9 <sup>th</sup> Grade Head Coach  Football – 9 <sup>th</sup> Grade Assistant Coach  Football – 8 <sup>th</sup> Grade Head Coach  Football – 8 <sup>th</sup> Grade Assistant Coach  Football – 7 <sup>th</sup> Grade Head Coach	\$750.00 \$500.00 \$1,800.00 \$1,500.00 \$1,800.00		
Football – 9 <sup>th</sup> Grade Head Coach Football – 9 <sup>th</sup> Grade Assistant Coach Football – 8 <sup>th</sup> Grade Head Coach Football – 8 <sup>th</sup> Grade Assistant Coach Football – 7 <sup>th</sup> Grade Head Coach Football – 7 <sup>th</sup> Grade Assistant Coach	\$750.00 \$500.00 \$1,800.00 \$1,500.00 \$1,800.00		
Football – 9 <sup>th</sup> Grade Head Coach Football – 9 <sup>th</sup> Grade Assistant Coach Football – 8 <sup>th</sup> Grade Head Coach Football – 8 <sup>th</sup> Grade Assistant Coach Football – 7 <sup>th</sup> Grade Head Coach Football – 7 <sup>th</sup> Grade Assistant Coach GOLF	\$750.00 \$500.00 \$1,800.00 \$1,500.00 \$1,800.00 \$1,500.00		
Football – 9 <sup>th</sup> Grade Head Coach Football – 9 <sup>th</sup> Grade Assistant Coach Football – 8 <sup>th</sup> Grade Head Coach Football – 8 <sup>th</sup> Grade Assistant Coach Football – 7 <sup>th</sup> Grade Head Coach Football – 7 <sup>th</sup> Grade Assistant Coach GOLF Golf – HS Boys/Girls Head Coach	\$750.00 \$500.00 \$1,800.00 \$1,500.00 \$1,500.00 \$4,000.00		

POM	
Pom – HS Head Coach	\$4,000.00
Pom – HS Assistant Coach	\$2,000.00
Pom- MS Head Coach	\$2,000.00
SOCCER - BOYS	
Soccer – HS Boys Head Coach	\$6,500.00
Soccer – HS Boys Assistant Coach	\$3,000.00
Soccer – JV Boys Head Coach	\$2,500.00
Soccer – JV Boys Assistant Coach	\$2,000.00
Soccer – MS Boys Head Coach	\$2,500.00
Soccer – MS Boys Assistant Coach	\$1,500.00
SOCCER - GIRLS	
Soccer – HS Girls Head Coach	\$6,500.00
Soccer – HS Girls Assistant Coach	\$3,000.00
Soccer – JV Girls Head Coach	\$2,500.00
Soccer – JV Girls Assistant Coach	\$2,000.00
Soccer – MS Girls Head Coach	\$2,500.00
Soccer – MS Girls Assistant Coach	\$1,500.00
SOFTBALL	
Softball – HS Head Coach	\$8,000.00
Softball – HS Assistant Coach (4)	\$4,500.00
Softball – MS Head Coach	\$3,000.00
Softball – MS Assistant Coach	\$2,500.00
Softball – Summer	\$3,500.00
Softball – Field Maintenance	\$2,500.00
SPECIAL OLYMPICS- UNIFIED	
HS Unified Head Coach	\$1,500.00
HS Unified Assistant Coach	\$750.00
HS Unified Assistant Coach	\$750.00
SWIMMING	
Swimming – HS Head Coach	\$3,500.00
Swimming – HS Assistant Coach	\$2,200.00

POM	
Pom – HS Head Coach	\$4,000.00
Pom – HS Assistant Coach	\$2,000.00
Pom- MS Head Coach	\$2,000.00
SOCCER - BOYS	Ψ2,000.00
Soccer – HS Boys Head Coach	\$6,500.00
Soccer – HS Boys Assistant Coach	\$3,000.00
Soccer – JV Boys Head Coach	\$2,500.00
Soccer – JV Boys Assistant Coach	\$2,000.00
Soccer – MS Boys Head Coach	\$2,500.00
TENNIS	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Tennis – HS Head Coach Boys	\$3,000.00
Tennis- HS Head Coach Girls	\$3,000.00
Tennis – HS Assistant Coach	\$2,200.00
Tennis- MS Head Coach	\$1,500.00
Tennis- MS Assistant Coach	\$1,250.00
TRACK	,
Track – HS Boys Head Coach	\$5,500.00
Track – HS Girls Head Coach	\$5,500.00
Track – HS Assistant Coach	\$2,500.00
Track – MS Boys Head Coach	\$1,500.00
Track – MS Boys Assistant Coach	\$1,250.00
Track – MS Girls Head Coach	\$1,500.00
Track – MS Girls Assistant Coach	\$1,250.00
VOLLEYBALL	
Volleyball – HS Head Coach	\$6,000.00
Volleyball – HS Assistant Coach	\$2,500.00
Volleyball – 9 <sup>th</sup> Grade Head Coach	\$2,250.00
Volleyball – MS Head Coach	\$2,750.00
Volleyball – MS Assistant Coach	\$2,250.00
WRESTLING	
Wrestling – HS Head Coach	\$10,500.00
Wrestling – HS Assistant Coach Men's	\$5,000.00

POM	
Pom – HS Head Coach	\$4,000.00
Pom – HS Assistant Coach	\$2,000.00
Pom- MS Head Coach	\$2,000.00
SOCCER - BOYS	
Soccer – HS Boys Head Coach	\$6,500.00
Soccer – HS Boys Assistant Coach	\$3,000.00
Soccer – JV Boys Head Coach	\$2,500.00
Soccer – JV Boys Assistant Coach	\$2,000.00
Soccer – MS Boys Head Coach	\$2,500.00
Wrestling- HS Assistant Coach Women's	\$5,000.00
Wrestling- HS Assistant Coach Mens & Womens	\$6,000.00

\$3,000.00

\$2,250.00

\$1,000.00

# Article 506 Covering Classes and Driving Buses

Wrestling – MS Head Coach

Wrestling - Freestyle

Wrestling – MS Assistant Coach

506.1 Intermediate and secondary teachers who are requested to cover classes **during**their planning period for an absent employee will be paid at the rate of \$20.00 per

class session or major part thereof. Every teacher will be required to cover 5 classes

per semester at the request of the building principal or designee before they can

decline.

If an administrator requests that an elementary teacher supervises additional students due to a lack of available substitutes\*, the teacher will be compensated as follows: Additional student count of four (4) for more than 2 hours = \$20 \*Administrators will use reasonable judgment when assigning additional students to a teacher. For example, classrooms with a large number of students absent will be considered before splitting evenly among teachers. Splits will be rotated among grade-level teachers.

The principal in each building will keep a record. Teachers will be paid at the end of each semester.

- 506.2 Coaches/sponsors will be compensated for driving buses to events at the rate of 15 cents per mile round trip with a minimum of \$10.00 per trip.
- 506.3 The evaluating school is responsible for securing a substitute to cover classes for traveling teachers and coaches.

#### Article 507 Tuition and Fee Reimbursement

- 507.1 The Board will reimburse up to \$600.00 tuition and fees per semester under the following guidelines:
  - A. The hours apply to a graduate degree program in the field of education.
  - B. Reimbursement will only be made when the hours have been successfully completed.
  - C. Successful completion must be documented by a copy of the transcript or grade report at the end of the semester.
  - D. Documentation must be provided reflecting the employee's personal payment to the university.
- 507.2 Requests for tuition reimbursement are due as follows:

Spring semester – May 31<sup>st</sup>

Fall semester – January 31<sup>st</sup>

Summer semester – August 30<sup>th</sup>

507.3 Requests for tuition reimbursement **not** submitted by the deadlines established for the appropriate semester will not be accepted and therefore not approved for reimbursement.

# **Article 508 Summer Programs**

508.1 All funds generated by school summer programs will be disbursed as follows:

- A. Each program will determine its own compensation.
- B. Each program will submit to the superintendent a compensation (hourly wage) breakdown for summer program employees when requesting approval for the summer program.
- C. Timesheets will be required and the responsibility of the supervisor.
- D. Timesheets completed and turned in to accounting by August 1<sup>st</sup> will result in pay being included on the September payroll checks.
- E. After hourly wages are paid, remaining funds will be deposited in the respective activity accounts.

#### PART 600: GRIEVANCE PROCEDURE

#### **Article 601 Definitions**

- 601.1 A grievance is a claim by the grievant that there has been a violation, misinterpretation, or misapplication of the provisions of this master agreement, their contract, board policy, state department regulations, and/or constitutional rights.
- 601.2 A grievant shall be the person filing the claim.
- Days shall mean working days of the employee, except that during the summer months it shall mean the working days of the supervisor involved at the level that the grievance is being processed.
- 601.4 Party in interest refers to any person required to take action on the claim and/or any person against whom any action might be taken in resolution of the claim.

## Article 602 Procedure for Filing a Grievance

602.1 Informal Resolution



- A. The parties in interest acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communication. A grievant may first attempt to resolve his/her grievance by meeting informally with his/her immediate supervisor with 15 days following knowledge of the act or condition which is the basis of the complaint. No written record will be made.
- B. Any grievant who does not wish to utilize the informal resolution procedure or whose grievance was not resolved in the informal discussion may file a written grievance with his/her immediate supervisor within 15 days following knowledge of the alleged violation or within 15 days after the informal discussion of the alleged violation.

### 602.2 Formal Resolution

#### A. Levell

- The grievant shall submit a written grievance to his/her immediate supervisor within 15 days following knowledge of the alleged violation specifying the area believed to be violated and also stating the specific remedy sought.
- 2. The immediate supervisor shall schedule and hold a meeting within 5 days after receipt of written grievance. Persons present at this meeting will be the grievant, and if the grievant so desires, a representative of his/her own choosing, and the immediate supervisor, and if the immediate supervisor so desires, a person of his/her own choosing.

#### B. Level II

- If the grievant is not satisfied with the Level I decision, he/she may submit a
  written appeal of the grievance to the superintendent within 5 days after
  the receipt of the Level I decision. A copy of the original grievance and the
  Level I response shall be filed with the appeal
- 2. The superintendent will arrange for a hearing with the grievant to take place within 5 days of the receipt of the appeal.



- 3. The parties of interest will have the right to include in the representation such witnesses as they deem necessary to develop facts pertinent to the grievance.
- 4. Upon conclusion of the hearing, the superintendent will have 5 days to provide a written decision, including reasons for the decision, to the grievant and the immediate supervisor of the grievant.

#### C. Level III

- If the grievant is not satisfied with the Level II decision, he/she may within 5 days after receipt of the decision of the superintendent, request in writing that his/her grievance be heard at the next regularly scheduled school board meeting or at a special meeting.
- 2. Person present at the hearing will be the grievant, and if the grievant so desires, a representative of his/her own choosing, and the immediate supervisor, and if the immediate supervisor so desires, a person of his/her own choosing.
- 3. At the conclusion of the hearing the Board shall reach a decision by vote of the members present. The decision will be made known to the grievant at this time, and this decision transmitted in writing to the grievant and the immediate supervisor.

### Article 603 General Provisions

# 603.1 Board-Administration Cooperation

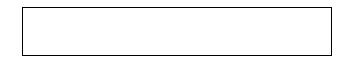
A. The Board and administration will cooperate in an investigation of the aforementioned parties and will have access to all written records pertaining to any pending grievance.

# 603.2 No Reprisals

A. No reprisal of any kind will be taken by any party in interest because of his/her participation in any grievance procedure.

#### 603.3 Personnel Files

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



The final outcome will be placed in the file. However, these records cannot be released to prospective employers without written consent from the employee.

### 603.4 Released Time

A. If the investigation or hearing of any grievance should be scheduled during the school day, all parties of interest shall be released from regular duties without loss of pay.

#### 603.5 Time Limits

- A. If any of the time limits outlined herein are not met by the grievant, the grievance shall lapse.
- B. If any of the time limits outlined herein are not met in any step by the specified administrator or the Board, the grievant will have his/her grievance granted, as long as the relief sought is not in violation of existing state and federal statutes and/or regulations.

# 603.6 Right to Representation

A. The grievant shall be afforded the right to representation at any conference or hearing related to the grievance.

# 603.7 Privacy Procedures

A. All meetings and hearing under this procedure shall not be conducted in public and shall include only the parties in interest and their selected representatives.

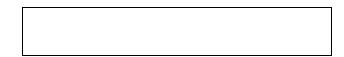
### PART 700: SIGNATURE PAGE

# **Article 701 Duration Statement/Signatures**

701.1 This agreement will take effect upon ratification by both parties and will be in full force and effect until a successor agreement is reached. Either party may commence negotiations for the terms of a successor agreement by written notification to the other party. This agreement will be automatically renewed on a year-to-year basis hereafter unless either party submits notification by May 30 that it

	desires to terminate or commence agreement.	negotiations for the tern	n of a successor
701.2	Changes, modifications, or amend mutually agreed upon by the Asso	· ·	can be made only as
and bo	ess hereof, the Association has caus argaining spokesperson and the Boc ent and its superintendent, approved	ard has caused this agree	ement to be signed by its
SCHOO	DL DISTRICT:		
3oard	President	Superintendent	
ASSOC	IATION:		
	President 00: APPENDIX	Bargaining Spokesperso	on

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# Piedmont Public Schools Certified Teacher Contract

This contract is between Piedmont Public Schools, Independent School District No. 22 of Canadian County, Oklahoma ("Piedmont"), and [FIRST NAME, LAST NAME] ("Certified Teacher"), who holds a certificate issued by the Board of Education of the State of Oklahoma, valid for the period of this contract. Piedmont employs Certified Teacher beginning [MONTH, DATE, YEAR], and ending on the last day of Certified Teacher's assigned duties for the school year for which this contract is executed, to provide instructional services subject to assignment by the superintendent or board of education. This contract is for a total of [NUMBER (AMOUNT)] days. Certified Teacher shall receive, in addition to this contract, Piedmont's employee information worksheet detailing employee salary information.

#### **RECITALS:**

- A. Piedmont desires to employ Certified Teacher under the terms and conditions of this contract.
- B. Certified Teacher desires to be employed by Piedmont on the terms and conditions stated herein.

# THEREFORE, Piedmont and Certified Teacher agree as follows:

- 1. <u>Employment</u>. Piedmont employs Certified Teacher to perform services for Piedmont in the capacity assigned to Certified Teacher by the Superintendent of Piedmont or designee. Certified Teacher accepts such employment and agrees to render services to Piedmont in the capacity assigned to Certified Teacher.
- 2. <u>Compensation</u>. As compensation for the services to be performed by Certified Teacher, Piedmont agrees to pay Certified Teacher an annual base salary of **[AMOUNT] (\$[NUMBER])**.

In the event Certified Teacher's services commence on a date other than the first day of the month or this contract is terminated on a date other than the last day of the month, Certified Teacher's salary for such partial month shall be pro-rated on a daily basis. The salary for the fiscal year covered by this contract shall be subject to pro-ration as provided in this paragraph.

Certified Teacher's compensation shall be paid in accordance with Piedmont's standard payroll practice. Compensation shall be reduced by all amounts required by law to be withheld from his/her compensation and paid to governmental agencies and by all amounts which Certified Teacher directs Piedmont in writing (subject to Piedmont's approval) to pay to third parties. Certified Teacher's compensation may be increased during the term of this contract by proper action taken by the Board of Education of Piedmont, but shall not be decreased below the compensation stated above unless the Board of Education of Piedmont implements an across-the-board salary reduction of all employees in the same category and status as Certified Teacher or Certified Teacher is assigned to a position which involves a reduced salary schedule.

- 3. <u>Benefits</u>. Piedmont shall provide Certified Teacher with the following fringe benefits: sick and personal leave; and individual health insurance. Piedmont's fringe benefits are more fully detailed in its policies and procedures.
- 4. Term. This contract shall commence on the date Certified Teacher reports for work and shall continue until the last day of Certified Teacher's assigned work schedule for the school year for which this contract is executed. This contract terminates by its own terms on the earlier of June 30th of each year or the last day of Certified Teacher's assigned work schedule for the school year for which this contract is executed subject to Oklahoma school law applicable to Certified Teacher contracts. This contract shall be subject to termination at any time prior to June 30th pursuant to applicable school law and Piedmont's written policies and procedures, a copy of which Certified Teacher acknowledges receiving.
- 5. <u>Rules and Regulations</u>. All written policies and procedures of Piedmont applicable to certified employees are incorporated herein by reference. The Certified Teacher's responsibilities are subject to change by the administration during the course of the year.

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- 6. <u>Certified Teacher Responsibilities</u>. Certified Teacher agrees:
  - a. To maintain qualification in the fields Certified Teacher is now certified to teach;
  - To accept and perform the teaching and any other duties, including co-curricular and extracurricular duties, assigned by the superintendent or designee as may be needed to maintain the educational and extracurricular programs offered by Piedmont to its students;
  - c. To read and observe all rules, policies and procedures of Piedmont and its administration;
  - d. To make all reports called for by the superintendent or designee, and to cooperate with school authorities and co-workers in all cases;
  - e. To be at the Certified Teacher's duty station during working hours designated by Piedmont unless excused by the administration;
  - f. To attend all meetings called by the superintendent or designee, and attend meetings of the board of education when requested by the superintendent or designee in order to provide information to the board.
  - g. Other conditions of employment as may be assigned by the superintendent or designee.
- 7. <u>Oklahoma School Law</u>. This contract is governed by the provisions of the Oklahoma School Code, all school board policies, and applicable rules and regulations of the State Department of Education.
- 8. <u>National Criminal History Record Check</u>. If Certified Teacher does not already have a National Criminal History Record Check on file with Piedmont or does not fall under one of the exceptions in the statutes, then Certified Teacher shall be required to obtain a national criminal history record check ("Record Check") pursuant to Piedmont's policies and procedures. If the results of the Record Check are not

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received by Piedmont within sixty (60) days, or if the Record Check reveals a prior felony offense conviction, or if the Record Check reveals a false response to one or more of the questions on the Authorization and Release, Certified Teacher shall be deemed to have resigned his/her employment. Piedmont will determine, after reviewing the facts and circumstances of each case, whether to accept the resignation. Such resignation may be accepted by the board of education at any time. Under these circumstances, Certified Teacher waives any due process procedures which might be available under federal and state law and district policies and procedures.

9. <u>Miscellaneous</u>. This contract states the entire understanding and agreement between Piedmont and Certified Teacher concerning Certified Teacher's employment by Piedmont. No representative of Piedmont has made any promises or commitments to Certified Teacher beyond or in addition to the terms and provisions stated herein and Certified Teacher agrees that no representative of Piedmont has any authority to modify or change the terms and provisions of this contract except by a written instrument which specifically refers to this contract and which is approved by Piedmont's board of education.

IN WITNESS WHEREOF, Piedmont	and Certified	Teacher	have	executed	this	contract	on	this
day of	, 20							

Certified Teacher	Piedmont Public Schools Independent School District No. 22 of Canadian County, Oklahoma
Certified Teacher Printed Name	President, Board of Education
	ATTEST:

Certified Teacher Signature	Clerk, Board of Education



Appendix 2 (cont'd)

# Piedmont Public Schools Temporary Teacher Contract

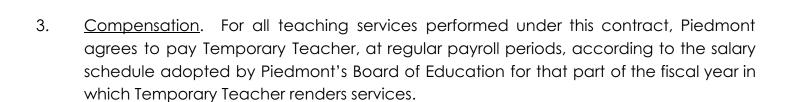
This contract is between Piedmont Public Schools, Independent School District No. 22 of Canadian County, Oklahoma ("Piedmont"), and [FIRST NAME, LAST NAME] ("Temporary Teacher"), who holds Certificate No. [NUMBER] issued by the Board of Education of the State of Oklahoma, valid for the period of this contract. Piedmont employs Temporary Teacher beginning [MONTH, DATE, YEAR] and ending and ending on the last day of Temporary Teacher's assigned duties for the school year for which this contract is executed, to provide instructional services subject to assignment by the superintendent or board of education. This contract is for a total of [NUMBER (AMOUNT)] days. Upon completion of new hire paperwork, Temporary Teacher shall receive, in addition to this contract, Piedmont's employee information worksheet detailing employee salary information.

#### **RECITALS:**

- A. Piedmont desires to employ Temporary Teacher under the terms and conditions of this contract.
- B. Temporary Teacher desires to be employed by Piedmont on the terms and conditions stated herein.

# **NOW THEREFORE**, Piedmont and Temporary Teacher agree as follows:

- 1. <u>Employment of Temporary Teacher</u>. Piedmont employs Temporary Teacher to perform teaching services in Piedmont's school under the terms of this contract. Temporary Teacher accepts employment with Piedmont in that capacity.
- 2. <u>Duties</u>. Temporary Teacher agrees that Temporary Teacher is familiar with the duties he/she is to assume as a temporary teacher at Piedmont and agrees to perform those duties as assigned from time to time to Temporary Teacher.



Temporary Teacher's compensation shall be paid in accordance with Piedmont's standard payroll practice. Compensation shall be reduced by all amounts required by law to be withheld from his/her compensation and paid to governmental agencies and by all amounts which Temporary Teacher directs Piedmont in writing (subject to Piedmont's approval) to pay to third parties. Temporary Teacher's compensation may be increased during the term of this contract by proper action taken by the Board of Education of Piedmont, but shall not be decreased below the compensation stated above unless the Board of Education of Piedmont implements an across-the-board salary reduction of all employees in the same category and status as Temporary Teacher or Temporary Teacher is assigned to a position which involves a reduced salary schedule.

- 4. <u>Fringe Benefits</u>. During the term of this contract, Piedmont agrees that Temporary Teacher is entitled to participate in any "fringe benefit" programs offered to other teachers by Piedmont for this fiscal year only.
- 5. Termination of Contract. The term of this contract will automatically expire at the end of the period of time for which this contract is made. The parties specifically agree that this contract is not subject to the Oklahoma continuing contract law and that no action need be taken by the board to non-renew Temporary Teacher or terminate this contract. Temporary Teacher acknowledges and understands that he/she would not have been hired by Piedmont without Temporary Teacher's agreement as to automatic expiration of this contract. Temporary Teacher further acknowledges that the limitation on the term of this contract was a material inducement to Piedmont's entering into this agreement.
- 6. <u>Dismissal</u>. If Temporary Teacher is employed on this temporary teacher contract to perform services for Piedmont for a <u>complete school year</u> and if Piedmont seeks to dismiss Temporary Teacher from employment with Piedmont and thereby terminate this contract prior to its expiration, then Temporary Teacher is entitled to receive all

substantive and procedural rights set forth in the provisions of the Oklahoma Teacher Due Process Act of 1990 that are applicable to the suspension and dismissal of probationary teachers.

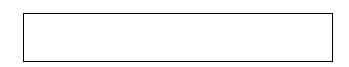
- 7. <u>Rules and Regulations</u>. All rules and regulations of Piedmont pertaining to its teachers are incorporated herein by reference, except that if the provisions of this contract are contrary to any of the rules and regulations, the provisions of this contract shall control and be prevailing.
- 8. National Criminal History Record Check. If Temporary Teacher does not already have a National Criminal History Record Check on file with Piedmont or does not fall under one of the exceptions in the statutes, then Temporary Teacher shall be required to obtain a national criminal history record check ("Record Check") pursuant to Piedmont's policies and procedures. If the results of the Record Check are not received by Piedmont within sixty (60) days, or if the Record Check reveals a prior felony offense conviction, or if the Record Check reveals a false response to one or more of the questions on the Authorization and Release, Temporary Teacher shall be deemed to have resigned his/her employment. Piedmont will determine, after reviewing the facts and circumstances of each case, whether to accept the resignation. Such resignation may be accepted by the board of education at any time. Under these circumstances, Temporary Teacher waives any due process procedures which might be available under federal and state law and district policies and procedures.
- 9. <u>Miscellaneous</u>. This contract represents the entire understanding between the parties concerning the subject matter hereof and may be modified only by the mutual written agreement of the parties. This being a contract for personal services, Temporary Teacher may not assign this contract or the compensation to be received by Temporary Teacher under this contract. Piedmont has not made any promises or representations to Temporary Teacher beyond the items specifically stated in this contract. Without limiting the foregoing, Piedmont has not made any promise or commitment to Temporary Teacher for a permanent teacher's position or any preferred status for a permanent teacher's position.

10. By signing this temporary teacher contract the temporary teacher warrants that he/she has read this contract and understands its terms and conditions. Teacher further acknowledges that by signing this contract Temporary Teacher has accepted Piedmont's offer of employment and that this contract satisfies the statutory requirement for full written disclosure that this is a temporary contract which automatically expires at the conclusion of the school year for which it was made.

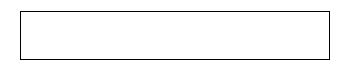
IN WITNESS WHEREOF,	Piedmont an	d Temporary	Teacher have	executed this	contract	on this
day of		, 20	<u>_</u> .			

Temporary Teacher	Piedmont Public Schools Independent School District No. 22 of Canadian County, Oklahoma
Temporary Teacher Printed Name	President, Board of Education
	ATTEST:
Temporary Teacher Signature	Clerk, Board of Education

C. Englosmon VI. I Hisapa of Hilliaman Supervisor.	Signature  Date  Date  Building Principal or immediate supervisor will arrange a meeting within five days and provide written decision within five days of meeting.	Relief Sought:	Step 1 Within 15 days from the time your become aware of the condition which caused the grievance to be filed.  A. Date Cause of Grievance Occurred:  B. Statement of Grievance:	Building	GRIEVANCE REPORT FORM	Piedmont Public Ochools
Signature	Step III  If not satisfied with disposition of Step II, the grievance may be submitte Board within five days.  A. Date submitted to Board:  B. Disposition of Board:	Signature	Signature  C. Position of grievant and/or Association:	Superintendent or Designee shall arrange a meeting within five days of B. Disposition of Superintendent or Designee:	Step II  If not satisfied with disposition of Step 1, the grievange may be submitte superintendent within five days.  A. Date received by Superintendent or Designee:	



Certified staff evaluation rubrics are available electronically, as well as in the library of each building.



# PIEDMONT PUBLICS SCHOOLS PLAN FOR IMPROVEMENT

Administrators will follow the built-in component of the Tulsa Model TLE to develop individualized Professional Development Plans with teachers needing improvement.