

MASTER CONTRACT

BETWEEN

PAWHUSKA BOARD OF EDUCATION

AND

PAWHUSKA EDUCATION ASSOCIATION

CONTRACT YEAR

2011-2012

**2011-12 TENTATIVE NEGOTIATION AGREEMENTS
BETWEEN THE
PAWHUSKA EDUCATION ASSOCIATION
AND
PAWHUSKA PUBLIC SCHOOLS**

June 23, 2011

*TA
Alendalich
TA Pawhuska
8/2/2011*

1. Salary Schedule Compensation:

- A. All eligible personnel will advance one step on the salary schedule.
- B. The 2011-12 Salary Schedule is attached.

2. Contract Continuation:

The parties agree to continue all provisions of the 2010-11 Negotiated Agreement not modified or discontinued as a result of negotiations for the 2011-12 contract year.

3. Longevity Stipend:

In addition to the defined benefits set forth in the 2011-12 salary schedules, each full-time certified staff member with 35 or more years of qualified teaching experience shall receive a one-time longevity stipend of \$332.00 dollars.

It is agreed by the Board and the Association that this one-time longevity stipend paid during the 2011-12 school year is not to be considered in the definition of "salary level" or "benefits" in determining such teacher's salary level or benefits under any statute of the State of Oklahoma or under the Collective Bargaining Agreement with the Pawhuska Education Association.

4. Communication Items Discussed:

- a. Lack of substitutes
- b. "Cut-off" dates for monthly payroll
- c. Duty schedules
- d. Extra duty stipends
- e. Student discipline
- f. Personal leave days

2011-2012 Salary Schedule

Yrs	B	B+12	M	M+12	M+30	DR	Offset*
0	31600	32100	32800	33100	33500	34000	60.15
1	31975	32475	33175	33475	33875	34375	103.41
2	32350	32850	33550	33850	34250	34750	145.65
3	32725	33225	33925	34225	34625	35125	188.15
4	33100	33600	34300	34600	35000	35500	233.33
5	33500	34000	34700	35000	35400	35900	278.76
6	33900	34400	35100	35400	35800	36300	325.26
7	34300	34800	35500	35800	36200	36700	372.82
8	34700	35200	35900	36200	36600	37100	421.44
9	35100	35600	36300	36600	37000	37500	471.12
10	35950	36450	37575	37875	38275	39625	521.87
11	36375	36875	38000	38300	38700	40050	573.67
12	36800	37300	38425	38725	39125	40475	626.54
13	37225	37725	38850	39150	39550	40900	680.48
14	37650	38150	39275	39575	39975	41325	735.47
15	38075	38575	39700	40000	40400	41750	791.53
16	38500	39000	40125	40425	40825	42175	848.65
17	38925	39425	40550	40850	41250	42600	906.83
18	39350	39850	40975	41275	41675	43025	966.07
19	39775	40275	41400	41700	42100	43450	1026.38
20	40200	40700	41825	42125	42525	43875	1087.75
21	40625	41125	42250	42550	42950	44300	1150.18
22	41050	41550	42675	42975	43375	44725	1213.68
23	41475	41975	43100	43400	43800	45150	1278.23
24	41900	42400	43525	43825	44225	45575	1343.85
25	42325	42825	43950	44250	44650	46000	1410.53
26	42657	43157	44282	44582	44982	46332	1410.53
27	42989	43489	44614	44914	45314	46664	1410.53
28	43321	43821	44946	45246	45646	46996	1410.53
29	43653	44153	45278	45578	45978	47328	1410.53
30	43985	44485	45610	45910	46310	47660	1410.53
31	44317	44817	45942	46242	46642	47992	1410.53
32	44649	45149	46274	46574	46974	48324	1410.53
33	44981	45481	46606	46906	47306	48656	1410.53
34	45313	45813	46938	47238	47638	48988	1410.53
35	45645	46145	47270	47570	47970	49320	1410.53

* If not fully funded by the State of Oklahoma, appropriate deductions will be made.

Pawhuska Public Schools
2011-2012 School Calendar

New Staff Orientation	August 5, (Friday/not a contract Day)
Staff Report/Prof. Dev. Day	August 15,16, (P.D. 12 hours= 12.54)
PK-12 Back-to-School (4-6pm)	August 16,
Opening Day (Wednesday)	August 17,
Labor Day (School Dismissed)	Sept. 5,
K-12 Parent/Teacher Conferences (4pm-7pm)	Sept. 15,
K-12 Parent/Teacher Conferences (8am-11:30am)	Sept. 16,
District Prof. Dev. (All Day)	Sept 26, (P.D. 6 hours=6.27)
End of the 1 st Quarter (41 days Taught)	Oct. 14,
Early Dismissal 12:30 pm/Prof. Dev. 1:00pm	Oct. 19, (P.D. 2hrs. 25 minutes= 2.42)
Fall Break (School Dismissed)	Oct. 20, 21
Early Dismissal 12:30pm/Prof. Dev. 1:00pm	Nov. 16 (P.D. 2hrs. 25 minutes= 2.42)
Mid-Term Reports Home	Nov. 22,
Thanksgiving Holiday (School Dismissed)	Nov. 23,24,25
End of Second Quarter (42 Days Taught)	Dec. 20, End of 1 st Semester 83 days Taught
Winter Break (School Dismissed 3:10 pm 12/20)	Dec. 21-Jan. 2, 2012
*Snow Day Make-up	Dec. 21
School Resumes (Tuesday)	Jan. 3, 2012
District Prof. Dev. (All day)	Jan. 16, (P.D. 6 hours= 6.27)
Mid-Term Reports Home	Feb. 2,
President's Day (School Dismissed)	Feb. 20,
OSTP Writing Test Gr. 5 & 8	Feb. 22,
End of Third Quarter (47 Days Taught)	Mar. 9,
K-12 Parent/Teacher Conferences (4pm-7pm)	Mar. 15,
K-12 Parent/Teacher Conferences (8am-11:30am)	Mar. 16,
Spring Break (School Dismissed)	Mar. 19-23,
Early Dismissal 12:30pm/Prof. Dev. 1:00 pm	Mar. 28, (P.D. 2hrs. 25 minutes=2.42)
Good Friday (School Dismissed)	April 6,
*Snow Day Make-up	April 9,
OSTP Grades 3-8 (M/C) Testing	April 10-24 On line Testing thru April 29 (gr. 7 &8)
OSTP Grades 9-12 EOI Testing	April 16-May 4 On line extended thru May 11, 2012
EOI Writing Test	April 24 and 25
Mid-Term Reports	April 20,
*Snow Day Make-up	April 27,
*Snow Day Make-Up	May 4,
*Snow Day Make-up	May 21,
Junior High Graduation	May 25,
End of Fourth Quarter (45 Days Taught)	May 25, End of 2nd Semester 92 days Taught
Commencement (Friday)	May 25,
Teacher Check out	May 29,

175 Instructional Days
5 Professional Development Days
180 Total Contract Days

5 Snow Days
* If Snow Days are not used,
school will be dismissed on
these days.

Submit to Board Review/January 2011
Submit for Board Approval/February 2011-Table
Submit for Board Approval/March 8, 2011-Approved
Revise 8-1-2011 Due to Construction

2011 2012 Certified Employees
August 2011

1. Evelyn Alsup !
2. Stacy Big Eagle
3. Criss Blackwood !
4. Randa Bloomfield (part time)
5. Robbie Burnett
6. Amber Burrows !
7. Joshua Burrows !
8. Bonnie Christenson
9. Dale Christenson
10. Olivia Chronister
11. Mason Combes !
12. Gerry Craun
13. Jodi Culver
14. Jon Culver
15. Missy Culver
16. Terri Culver
17. Meghan Davis
18. Glenda Dick
19. Annie Elsberry
20. Randell Esch
21. Brandey Fine !
22. June Foster
23. Susan Free
24. Sammie Frost
25. Mark Frye
26. Melissa Frye
27. Lynn Fuller
28. Carol Gilliland
29. Linda Graham
30. Ann Grider
31. Ashley Grooms
32. Susan Hall
33. George Harban
34. Chris Harris
35. Sharon Hendren
36. Marci Hendricks
37. Lecia Heskett
38. Shelly Hurd !
39. Susie Hutson
40. Stephanie Jensen
41. Christina Kendrick !
42. Sarah Kendrick
43. Jaque Kyler !
44. David Layton !
45. Mike Lynn
46. Patrick McCarty
47. Austin Minshall !
48. Michelle Moles
49. Beverly Moore
50. Dana Ogle !
51. Penny Oller
52. Philip Patzkowski
53. Angie Phillippi
54. Rod Pitts
55. Les Potter
56. Louie Price !
57. Ray Ratzlaff
58. Aliss Reed
59. Wade Rogers !
60. Rick Schlekeway
61. Marianne Schroeder
62. Stephanie Schroeder
63. Eddy Scott
64. Tracey Scott
65. Blayne Shuping
66. James Smith !
67. Jodi Smith
68. Linda Snyder
69. Kimberly Stanton !
70. Tina Steele !
71. Elizabeth Strahan
72. Stacy Sutherland !
73. Chris Tanner
74. Monty Unruh
75. Ben West
76. Tanya Williams
77. Jon Wilson
78. Joel Witcher !
79. Jennie Wright !
80. Jan Yang

! - 1 year non continuing contract

* ~ First year

** ~ First year, entry year

August, 2011

1. Pam Abrams
2. Melyndie Adams
3. Virginia Arnce
4. Ashley Arnold !
5. Elsie Atterberry
6. Teri Blankinship
7. Kari Caldwell !
8. Christina Camargo !
9. Teresa Carnagey
10. Naudia Cole !
11. Jewell Collins
12. Nancy Deatherage !
13. Dee DeMoss
14. Rosemary Fulks
15. Melba Gould
16. Orstell Gray
17. Thad Green
18. Elizabeth Hembree
19. Greg Hembree
20. Chere Hindman
21. Katie Hofer !
22. Tami Johnson (part time-21st Cent.)
23. June Kirchner
24. Stacy Kirk
25. Jenna Layton !
26. Michelle Malaske
27. Michele Mathes
28. Theresa Maxwell
29. Ellen McBride
30. Tina McCosar
31. Laveta Miller
32. Nina Smith !
33. Sara Pitts
34. Lisa Reeves
35. Bonnie Scheuermann !
36. Greg Strahm
37. Jaymi Thornton
38. Nellie Townley !
39. Heidi Unruh
40. Paul Vassar
41. Linda West
42. Jammie Young !

OCIC Employees

1. LuAnn Christian
- 2.
- 3.

DHS

1. Lora McDermott
- 2.

Procedural Agreement
Between
The Pawhuska Education Association
and
The Pawhuska Board of Education

I. Purpose:

1.1 The Pawhuska Board of Education and the Pawhuska Education Association recognize the need for an orderly process of communication for administering employer/employee relations which conform with Oklahoma Statutes, O.S. 70-509.1 through O.S. 70-509.10 as amended.

II. Recognition:

2.1 This Agreement is made and entered into by and between the Pawhuska Education Association hereinafter termed the "Association", and the Board of Education of the Pawhuska Public Schools, hereinafter termed the "Board."

2.2 The Board hereby recognizes the Association as the exclusive bargaining representative for the bargaining unit consisting of all employees who are required by the position in which they are employed to be licensed or certified as teachers and who do not hold supervisory authority with respect to other teachers of the Pawhuska Public Schools. The Board agrees not to recognize any other employee organization as the representative of the bargaining unit shall negotiate with the Board except through their duly recognized bargaining representative in official negotiations sessions.

2.3 The Board and/or the Association shall not discriminate against persons for the exercise or non-exercise of rights under O.S. 70-509 et seq.

III. Scope of Bargaining:

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

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

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

IV. Negotiations Procedures:

4.1 Negotiations Teams

4.1.1 The Board and the Association shall exchange in writing, at the first negotiation session, the names of not more than five (5) persons who shall serve as their representatives for negotiations pursuant to the provisions of this agreement. Each party shall also designate the person on its team who will serve as spokesperson. Each team may also designate up to three (3) alternates who may attend meetings in the place of regular team members. Neither party shall attempt to exert influence over the other party's selection of representatives.

4.1.2 Requests for information shall be made through their respective spokespersons. In order to insure good faith bargaining, the Board will provide information according to the Open Records Act. The Association may provide information, which will facilitate the bargaining process.

4.2 Opening Negotiations

4.2.1 Between May 1 and May 31 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, it desires there be negotiations for that year.

4.2.2 The first negotiations session shall occur on a mutually agreeable date not more than thirty (30) days from the written request to open negotiations.

4.2.3 The Association shall submit all of its negotiations proposals at the first session. The Board shall submit, all of its' negotiations proposal at the second session. Subsequent proposals may only be submitted by mutual agreement of the parties.

4.3 Negotiations Session

4.3.1 Only members of the respective teams and consultants may be present during negotiations sessions. Other parties may be permitted to be present only by mutual agreement of the parties. The spokesperson may designate any other person to speak.

4.3.2 No recording or official transcripts shall be made without the mutual consent of the parties.

4.3.3 Negotiations will only be conducted between the representatives of the parties and only in regular negotiations sessions at the times, dates, and places mutually agreed upon by the parties. The time, place, and agenda of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiation session.

4.3.4 Negotiations sessions shall be scheduled at times which will not interfere with the teacher work day and the educational programs of the District.

4.3.5 Either party is free to caucus at any time.

4.4 Tentative Agreement

4.4.1 Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals and counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.

4.4.2 When tentative agreements are reached on any item, it shall be reduced to writing, and signed and dated by the spokesperson of each team. When tentative agreement is reached on all items, they shall be submitted first by the Association to the bargaining unit for ratification and then by the Superintendent to the Board for ratification.

V. Impasse

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

5.2 Within two (2) days of such declaration, the parties may by agreement, request the services of the Federal Mediation process was not utilized, the unresolved items shall be submitted to fact finding as follows:

5.3.1 A fact finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the Board, and one (1) member shall be selected by the Association, within (5) days. The third member shall be selected by the first two (2) members within fifteen (15) days as follows. The parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a potential list of fact finders from the State Superintendent. If no name on the list is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list. The parties will continue alternately striking names from the list until only one name remains. The person whose name remains on the list will serve as the chairperson of the fact finding committee.

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

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

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

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

5.3.6 All hearings of the fact finding committee shall be conducted in closed session.

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

5.3.8 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 Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify the differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements, as provided by this section, either party may discontinue such effort.

5.3.9 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 difference is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and such agreement shall 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.

VI. Strike Clause

6.1 The procedure provided herein for resolving impasse shall be the exclusive recourse of the Association. It shall be illegal for the bargaining unit to strike or threaten to strike as a means of resolving differences with the Board. Any member of the bargaining unit engaging in a strike shall be denied the full amount of his wages during the period of such violation. If the Associations or its members engage in a strike, then the Association shall cease to be recognized as representative of the bargaining unit and the District shall be relieved of the duty to negotiate with the Association or its representatives for the duration of the strike.

VII. Saving Clause

7.1 If any provisions of this Agreement shall be found contrary to law, it shall be severed from the Agreement, and all other provisions or application of the Agreement shall continue in full force and effect.

VIII. Duration of Agreement

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

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

Adopted 3/6/97

/s/ Justin Sellers

PRESIDENT, PAWHUSKA BOARD
OF EDUCATION

/s/ Glenda Dick

PRESIDENT, PAWHUSKA
EDUCATION ASSOCIATION

Employee Grievance Procedures

I. Definitions

- A. A grievance is a complaint by a teacher(s) that there has been a violation, misinterpretation or misapplication of the provisions of the negotiated agreement.
- B. The term “grievant” shall mean the person/persons making the complaint.
- C. The term “days” shall mean working days of the teacher. Outside of the contract year of the teacher, “days” shall mean working days of the supervisor involved at the level that the grievance is being processed.
- D. Parties of Interest: A party of interest is the person or persons making the complaint, any person required to take action on the complaint or any person against whom any action might be taken to resolve the complaint.

II. Procedure for filing a Grievance

A. Informal Resolution:

- 1. A teacher with a grievance may first discuss it individually with the immediate supervisor within fifteen (15) days of the alleged violation, indicating the article and section alleged to be violated, with the objective of resolving the matter informally. No written record will be made.
- 2. Any teacher 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 or her immediate supervisor within fifteen (15) days after the informal discussion of alleged violation.

B. Formal Resolution:

1. Level I:

- a. The grievant shall submit a written grievance to his/her immediate supervisor within fifteen (15) days of the alleged violation with the citation of the specific article section and paragraph of the negotiated agreement alleged to have been violated and the specific remedy sought.

- b. The immediate supervisor shall schedule and hold a meeting within ten (10) working days after receipt of the written grievance. Persons present at the meeting will be the grievant if so desires a representative of his or her own choosing, and if the immediate supervisor so desires, a person of his/her own choosing.
- c. The immediate supervisor will transmit his/her written decision with reason within five (5) days after the Level I meeting to the grievant.

2. Level II

- a. 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 five (5) days after receipt of the Level I decision. A copy of the original grievance and Level I response shall be filed with the appeal.
- b. The Superintendent, or his/her designee, who shall act who as a hearing officer, shall schedule and hold a hearing within ten (10) days after receipt of the appeal. Persons present at this hearing shall be the grievant, a representative of his or her choosing and witness and other parties of interest.
 - 1. If the Association is not the representative of the grievant, an Association representative shall have the right to be present at the hearing and shall be permitted to present the Association's view with respect to the grievance prior to the conclusion of the hearing.
- c. Within five (5) days after the hearing, the Superintendent or his/her designee, shall transmit his/her decision in writing with reasons therefore to the grievant and the grievant's immediate supervisor.

3. Level III:

- a. If the grievant is not satisfied with the decision rendered at Level II, he/she may submit a written appeal to the Board of Education within five (5) days after the receipt of the Level II decision. The written appeal shall be a specific statement of the basis for the appeal. A copy of the appeal shall be submitted to the person who acted as the Hearing Officer at the Level II hearing.

b. The Board will hear the grievance the next regular meeting or within thirty (30) calendar days. The Board hearing shall be conducted so as to accord due process to all parties involved in the grievance such as written notice of the specific charge, right to counsel, right to present witnesses, right to cross examine, and to present written statements. The decision of the board shall be by a majority of the members.

c. The Board of Education shall respond to the grievance within thirty (30) days.

III. General Provisions

- A. If meetings and hearing involving the grievance are held during the grievant's regular hours of assignment, all persons who are eligible to participate in the meeting or hearing will be released from his/her duties for that time and will not suffer loss of pay.
- B. No reprisals of any kind will be taken by any party of interest because of his/her participation in any grievance process.
- C. The grievant shall have the sole responsibility for pursuing the grievance through all levels within the time limits specified in the procedures.
- D. Failure at any level of this procedure to file at the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
- E. Failure at any level of this procedure to respond to the grievant within the specified time limits shall permit the grievant to appeal to the next level.
- F. Time limits at any level may be extended by mutual agreement, and such agreement shall be reduced to writing and placed in the record for that Grievance.
- G. All meetings and hearings, with the exception of the appeal to the Board of Education, under this procedure shall not be conducted in public and shall include only parties of interest and their selected representatives.

Reduction-In-Force Certificated Personnel

The Pawhuska Public Schools exist for the promotion of the educational program and the welfare of the boys and girls in the district and not to provide employment for individuals. Therefore, the Pawhuska Board of Education will determine the programs and staff that can best serve the needs of students.

Every effort shall be made to avoid a reduction in force at any level. In the event it becomes necessary to reduce the number of certified/licensed personnel because of a decrease or projected decrease in student enrollment, consolidation or elimination of programs or curriculum, and/or existing or projected decrease in revenue, the board shall follow the procedure listed below.

Definitions

Teacher means a duly certified or licensed person who is employed as a counselor, librarian or school nurse or in any instructional capacity. An administrator shall be considered a teacher only with regard to service in an instructional, non-administrative capacity.

Probationary teacher means a teacher who has completed fewer than three (3) or more consecutive complete school years in such capacity in one school district under a written teaching contract.

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

Procedure

1. The board shall make the decision on the positions or programs to be eliminated. The positions or programs to be eliminated shall be the determining factor, not the individuals occupying the positions or serving the programs.
2. Every effort will be made to establish the necessary reduction first by attrition and transfer.
3. Opportunity will be given for voluntary termination or retirement or, if decrease in revenue causes the need for reduction, some decrease in extra duty pay may be made.

4. When the above do not meet reduction needs, the order of termination will be as follows:
 - A. A licensed teacher in an eliminated position will be eliminated first.
 - B. A probationary certified teacher in an eliminated position will be terminated second. However, if a probationary certified teacher is certified at the time of the reduction for a position held by a licensed teacher, the probationary teacher will be reassigned to that position, and the licensed teacher will be terminated.
 - C. A career teacher provisionally certified teacher in an eliminated position will be terminated third. However, if a career provisionally certified teacher is qualified at the time of the reduction for a position held by a licensed or probationary teacher, the career provisionally certified teacher will be reassigned to that position and the licensed or probationary teacher will be terminated.
5. A career teacher in an eliminated position will be placed in a retained position in which the teacher is, at the time of the recommendation to reduce force, certified by standard certification, provided the position is occupied by a probationary or licensed teacher. The licensed or probationary teacher will then be terminated.
6. 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 such career teacher must have evidence of eligibility for such certificate on file in a personnel file in the office of the superintendent at the time of the recommendation to reduce force.
7. Probationary or licensed teachers shall be retained when a career teacher's position is eliminated only if the career teacher is not qualified for certification in a position being retained.
8. If there is more than one teacher assigned to a like 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 teaching position which is open. A career teacher with standard certification for the retained position will be retained over a career teacher with provisional certification, and a teacher with provisional certification will be retained over a teacher with temporary certification or a license.

- B. If certification is the same according to the above criteria, the determining factors in rank order are:
1. Teaching experience in the district
 2. Seniority, total years teaching experience
 3. Academic degrees, Doctor's first, Master's second, then Bachelor's
 4. Number of areas of certification
 5. Number of areas of endorsements
 6. Holding of National Teacher Standards Board Certification
 7. Staff Development points from workshops or college hours
 8. Recommendations of principal and/or superintendent
- Note: **Revised 8/6/01**
9. If there is more than one probationary teacher or more than one licensed teacher in a position being reduced, the criteria listed in 8B, above, will be used in determining which probationary teacher or licensed teacher will be retained.
 10. The Board of Education shall retain the authority to make assignments for reduction in force purpose. The board shall retain final authority in all matters pertaining to reduction in force.
 11. Career teachers whose employment is terminated under the provisions of this policy shall be recalled for reemployment to fill subsequent vacancies in positions for which they have standard certification. Such reemployment shall be in reverse order of termination according to the provisions of this policy. After a period of two years, personnel terminated under the provision of this policy shall have no preference over other applicants.
 12. Teachers will not be terminated under the provisions of this policy while under current contract.
 13. Teachers employed by the Pawhuska school district who are serving in teaching positions funded by federal or state categorical grants are protected by the provisions of the reductions in force policy.
 14. The board shall inform terminated teachers in writing as to the cause for the vote to non-renew. Such notice will be by certified mail, restricted delivery, return receipt requested.

Sick Leave Certified Personnel

The Pawhuska Board of Education shall provide sick leave benefits to all certified personnel in order to promote a sense of security and permit an ease of mind that is essential to satisfactory performance of personnel services. The following provisions are set forth for administering the policy.

1. The Superintendent or designee shall administer the plan.
2. Teachers may be absent from duty because of personal accidental injury, illness or pregnancy, injury, or accidental injury or illness in the immediate family; or illness of an individual living in the same house with the teacher without loss of salary not to exceed ten days each school year. The right to sick leave shall be vested at the beginning of each school year. Certified employees who have an eleven-month contract shall receive eleven sick leave days per year and those who have a twelve month contract shall receive twelve days.
3. Unused sick leave shall be cumulative to a total of sixty (60) days and is transferable to any other school district in Oklahoma. Up to a maximum of sixty (60) days of sick leave earned in another Oklahoma district may be transferred to this district. Sick leave so transferred must be certified by the sending district.
4. Any teacher absent for more than one-half day will be charged with that absence even though a substitute may not be employed to take the teacher's place.
5. Any employee who attempts to take unfair advantage of sick leave benefits shall be subject to dismissal or other disciplinary action as provided by contract and/or state law. Any employee may be required to submit a physician's statement concerning the cause of the employee's absence in order to qualify for sick leave benefits.
6. In the event of physical or mental incapacity of any teacher, the Superintendent may require a statement by a qualified physician as to the teacher's fitness to continue to teach or return to the classroom.
7. When a teacher's accrued sick leave is exhausted and the teacher is absent due to personal accidental injury, illness, or pregnancy, the teacher shall receive full salary less the amount necessary to pay a substitute teacher for a maximum of 20 days, whether or nor a substitute is hired.
8. After an employee has exhausted all sick leave, personal leave, and vacation time, the employee may be eligible for up to 12 work weeks of unpaid leave under the family leave policy.

9. School district employees may use sick leave benefits along with workers compensation benefits to the extent allowed by state law. In general, when sick leave is used along with workers compensation benefits, only that amount of sick leave may be used which, when combined with worker's compensation benefits, will provide a combined daily benefit equal to the employee's daily rate of pay. **(revised June 18, 2003)**

The term "immediate family" is defined as those close family members such as a spouse or children residing within the same household as the employee. Sick leave may also be taken for the life-threatening illness of non-dependent children, mother, father, sister, brother, grandparents, mother-in-law, or father-in-law.

Sick Leave Sharing Program

When a certified staff member applies for and is granted retirement benefits from the Oklahoma Teacher Retirement System, that teacher may donate any unredeemed sick leave days earned in the Pawhuska School System to a sick leave bank established by the District. Banked days will be made available for use through the District's existing sick leave sharing program. **(added June 18, 2003)**

Emergency Leave

The Pawhuska Board of Education shall provide not more than three days of emergency leave per year. These days shall not be chargeable to sick leave and will be non-cumulative. The term emergency should be constructed to mean a situation or an occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate attention, emergency leave will be approved by the principal and superintendent. A teacher shall have deducted from his/her salary the amount necessary to pay a certified substitute teacher for each day of emergency missed.

Bereavement Leave

The Pawhuska Board of Education shall provide not more than three days each year for bereavement leave per occurrence for death of any of the following: parent, sibling, child, spouse, grandparent, mother-in-law, father-in-law, sister-in-law, aunts, uncles, cousins, or anyone living in the immediate household. Such leave must be approved by the building principal and superintendent. Additional bereavement leave may be granted upon the recommendation of the superintendent.

Teacher Work Year

The regular work year for teachers shall consist of one hundred eighty (180) days. One hundred seventy-five (175) of those days shall be teaching days and five (5) shall be professional days. Teachers may be assigned to work additional days as specified in their individual employment contract.

Teachers new to the District shall report for one (1) additional in-service work day immediately prior to the beginning of the one hundred eighty (180) contract year.

Teachers shall check out at their convenience on the first week-day following the last day of the one-hundred eighty (180) day contract year.

Teacher Work Day

Providing that assigned duties and professional responsibilities related to the proper functioning of the schools do not require otherwise, teachers shall report for work by 8:00 a.m. each school day and not depart before 3:30 p.m. (2002-2003) without permission.

Professional Development Committee Membership

Teachers staff development committee member selection:

- A. Teachers shall be notified by the administration of the opportunity to be considered for appointment to the district staff development committee.
- B. Interested teachers shall have five (5) working days from notification to inform their principals or designees in writing of their interest in appointment to the district staff development committee.
- C. The superintendent or designee shall select teachers from those teachers who have indicated interest and willingness to be appointed to committee.
- D. At least two (2) teachers shall be selected from each site.
- E. Every four (4) years, at least one (1) member shall be a district school counselor.
- F. Teachers shall vote by secret ballot on the entire list of teachers selected by the superintendent or designee. A majority of the teachers voting shall be required for approval.
- G. In the event the teachers selected by the designated administrator are not approved by a majority of the district teachers voting, the process shall be repeated.

(added 7/12/05)

Mentor Teacher Selection

- A. Within five (5) work days of the first (1st) work day of a resident teacher, the principal of the building to which the resident teacher is assigned shall notify all teachers in the building of the need for a mentor teacher and the certification the resident teacher is seeking.
- B. Interested teachers have five (5) work days from the date of notification of the need for a mentor teacher to volunteer in writing to be considered for appointment.
- C. Upon compilation of a list of volunteers to serve as a mentor teacher or the lack of volunteers, the principal shall share the list or lack of volunteers with the president of the Pawhuska Education Association who shall have up to five (5) work days to provide input.
- D. Mentor teachers shall have a minimum of two (2) years of classroom teaching experience as a certified teacher.
- E. When possible, a mentor teacher shall have successfully completed a mentor teacher professional development institute.
- F. When possible, a mentor teacher shall be assigned to the same school site as the resident teacher.
- G. When possible, mentor teacher shall be certified in the certification area the resident teacher is seeking.
- H. In the event no qualified teacher volunteers to serve as a mentor teacher, the building principal shall appoint a mentor teacher.

(added 7/12/05)

Personal Business Leave

The Pawhuska Board of Education shall provide for five (5) days of personal business leave to teachers. Four (4) of the five (5) days shall be subject to salary deductions in the amount actually or normally paid a certified substitute for each day of personal business leave utilized. One (1) day will be at no cost to the teacher. Such leave shall be limited to personal business matters that cannot be conducted before or after school hours or on weekends, school holidays, or breaks during the teacher's contractual work year. One (1) of the five days may be utilized for other than personal business reasons and shall be subject to a salary deduction in the amount actually or normally paid a certified substitute for the day utilized. Personal business leave is non-cumulative.

Revised for the 2007-2008 contractual year

Requests for personal business leave shall be made in writing and in advance when possible. If the request is not possible to be submitted in advance, the written request shall be filed within one (1) day after returning to work. The request shall include a signed statement that the leave was not used for personal entertainment, recreation, gainful employment, or to seek another position. The request shall be considered by the principal and superintendent who shall approve or disapprove. **Personal business leave will be approved to be taken during the first or last week of the teacher's contractual work year or on the day immediately preceding or following a school holiday only for personal business matters that cannot**

be conducted at any other time or for the reasons listed below as examples of the types of situations that may qualify for personal business leave.

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The types of situations that may qualify for personal business leave are varied. The following examples serve only as guidelines.

1. Family illness other than immediate family.
2. Emergency business transaction
 - A. Loan closing
 - B. Other banking matters
 - C. IRS reviews
3. Legal matters
 - A. Meeting with an attorney for personal, spouse, or children business
 - B. Court appearances
 - C. Settling of estates
4. Miscellaneous
 - A. Attend business convention with spouse
 - B. Military obligation
 - C. Attendance at a school activity if son or daughter is participating
 - D. Attending funerals

The following examples are types of absences that are not approved for personal business leave:

1. Pleasure trips or vacations
2. Attending school activities or sporting events when son or daughter is not competing
3. Seeking other employment
4. Participating in political or social activities
5. Performing any service for compensation

Teacher Evaluation

1. Evaluations of teachers shall be based upon the Minimum Criteria for Effective Teaching Performance and Standards of Conduct attached to this Agreement.

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2. All career teachers will be formally evaluated at least once during each school year. All probationary teachers will be formally evaluated at least twice during each school year, once **prior to** November 15 and once **prior to** February 10.
3. All teachers will be evaluated by administrative personnel who have participated in the required training of the State Department of Education.
4. All classroom evaluations will be made in writing on the forms attached as appendix to this agreement.
5. A copy of the formal written evaluation shall be given to the teacher at a conference held between the teacher and the evaluating administrator. The teacher shall acknowledge receipt of the evaluation by placing his/her signature thereon.
6. The teacher may within **two (2) weeks** of the evaluation conference, respond to the evaluation in writing and said response will be attached to the formal evaluation.
7. For the 2007-2008 contract year, the district will utilize the attached Teacher Evaluation instrument. **(revised 3/23/6, 8/1/07)**

Working Environment

The District acknowledges its obligation to provide and maintain a safe and healthful working environment. Teachers are encouraged to notify the building principal in writing of any suspected unsafe condition.

Duty Free Lunch

At the beginning of each school year, the principal, after receiving input from the teachers, shall establish duty schedule(s). Said schedule(s) shall assign duties to teachers on a rotating and equitable basis. After all duty assignments are made to insure proper functioning of the school, teachers shall be provided **at least twenty (20) minutes duty free lunch time** each day. **(added 98-99) (revised 8/06/01)**

Transfer

1. Teachers may request a transfer by notifying the Superintendent of Schools, in writing, when a vacancy is posted. Requests for transfer must be received within three (3) days from the date the vacancy was posted. All qualified teachers requesting a transfer shall be considered by the Superintendent or his/her designee.
2. If it becomes necessary to administratively transfer or reassign a teacher, the teacher will be contacted to discuss the situation and afford the individual the opportunity to give reasons, if any, why the transfer or reassignment should not take place. The teacher will be notified as soon as possible after the decision is made. When an administrative transfer is deemed necessary, the administration will consider the educational needs of the students and determine the site, grade level or subject area where the transfer, can best be made. When selecting a teacher for an administrator initiated transfer, attempts will be made to facilitate the transfer with a qualified voluntary transfer first.

If an administrative transfer is necessary for reasons that are not specific to any individual teacher, and there is no available certified and qualified volunteer for the transfer, the least senior certified and qualified teacher available (in the building) will be selected for transfer. (2002-2003)

Teacher Preparation Time

1. Classroom teacher in grades seven (7) through twelve (12) shall be scheduled for preparation time of one (1) class period each day.
2. Classroom teachers in grades kindergarten (K) through six (6) shall be scheduled for a minimum of two hundred (200) minutes of preparation time each five day week.
3. Teachers may be required to forgo scheduled preparation time to accept responsibilities related to the proper functioning of the school.

NOTICE OF VACANCIES

1. During the school year, notice of vacancies for the certified positions within the District shall be posted at each school site and the central administrative office after the vacancy has been determined to exist. During the summer months, notice of vacancies will be posted at the central administrative office.
2. Whenever possible, a vacancy will not be filled until the position has been posted for the least seventy-two (72) hours.

ASSOCIATION PRIVILEGES

1. The Association may arrange for the use of school facilities for Association meetings upon approval of the building principal.
2. The District agrees to allow the Association to use district reproduction equipment. Such use shall occur after the work day and the Association will provide the paper.
3. The District and Association shall share equally the expense of reproducing the collective bargaining agreement and distributing it to certified personnel.

SAVINGS CLAUSE

Should any part of this agreement be contradicted or declared invalid by a court of competent jurisdiction, state or federal statute, or attorney general opinion, said part shall be severed from the Agreement, and all other provisions of the Agreement shall remain in full force and effect.

DURATION OF AGREEMENT

This agreement represents the full and complete agreement between the Board and the Association and shall remain in effect until replaced by a subsequent agreement negotiated in accordance with the provisions of the Procedural Agreement (Appendix A).

THIS DOCUMENT REPRESENTS THE FULL AND COMPLETE AGREEMENT ENTERED INTO BY THE BOARD AND THE ASSOCIATION.

August , 2011

/s/ Glenda Dick
President, Pawhuska Education
Association

/s/ Justin Sellers
President, Pawhuska Board of Education

/s/ Lynn Fuller
Pawhuska Education Association

/s/ William Hodges
Pawhuska Board of Education

Attendance Payment

8/06/01

The Board will make an attendance payment no later than June 30th to each teacher who qualifies according to payment schedule below. The attendance payment will be calculated by determining the teacher's number of contracted work days less absences due to usage of sick leave. Only available to certified personnel who have accrued 60 sick leave days in the Pawhuska School District. Days transferred from other school districts do not qualify.

Days in Attendance	Payment Amount
180	\$ 300.
179	\$ 270.
178	\$ 240.
177	\$ 210.
176	\$ 180.
175	\$ 150.
174	\$ 120.
173	\$ 90.
172	\$ 60.
171	\$ 30.

Flexible Benefit Allowance (2004-2005)

The District will implement the FBA as required by state law.

Salary Schedule

Each eligible teacher shall advance one step on the teacher's salary schedule. In addition, the district will add one step to the 2007-2008 salary schedule. The additional step shall be \$332.00 above the 35th step listed on the 2006-07 salary schedule.

Negotiated Agreement 2010-2011

The parties shall continue all provisions of the 2011 Negotiated Agreement not modified or discontinued as a result of 2011-2012 negotiations.

PAWHUSKA PUBLIC SCHOOLS
APPLICATION FOR PLACEMENT ON CAREER SALARY SCHEDULE
ON OR BEFORE AUGUST 15

NAME: _____

Circle the correct salary level:

Bachelors Plus 12

Masters

Masters Plus 12

Masters 30

Doctorate

**YOU MUST ATTACH AN OFFICIAL TRANSCRIPT FROM THE GRANTING INSTITUTION(S)
FOR ALL COLLEGE HOURS THAT ARE APPLICABLE TO THIS SCHEDULE IN ORDER TO
COMPLETE THIS APPLICATION.**

Teacher's Signature

Date

Approved

Title

The responsibility for submitting all required information and official transcripts on a timely basis rests solely with the employee.

Extra Duty
Schedule 2011-2012

Pawhuska Public Schools

#	Position	Salary Each	Total Salary
	Football		
1	Varsity Head	5941.	5941
4	Varsity Ass't	2221.	8884.
1	Ass't 9 th	650.	650.
1	Head 8 th	1100.	1100.
1	Ass't 8 th	700.	700.
1	Head 7 th	1100.	1100.
1	Ass't 7 th	700.	700.
	Basketball		
2	Varsity Head	5725	11400.
2	Varsity Ass't	2200.	4400.
2	Head 8 th	1000.	2000.
2	Head 7 th	1000.	2000.
	Wrestling		
1	Varsity Head	5600	5600.
1	Varsity Ass't	2200.	2200.
1	Head J.H.	1900.	1900.
	Track		
1	Varsity Head (B&G)	5600.	5600.
3	Varsity Ass't (B&G)	1300	3900.
2	Head J.H.	1000.	2000.
2	Ass't J.H.	650.	1300.
	Tennis		
1	Varsity Head (B &G)	1300.	1300.
	Golf		
1	Varsity Head	1300.	1300.

