# Negotiated Agreement

# Between

# Gore Teachers' Association
**(Support Staff not included)**
# and

# Gore Board of Education

# 2019

Original 1996

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## SECTION I - GENERAL PROVISIONS

### ARTICLE 1 - DURATION OF AGREEMENT

1.1 Upon ratification by the Board and by the Association, this Agreement shall become effective. This Agreement shall be effective for a period of one (1) fiscal year and shall be renewed automatically, without modification, unless changed through the process of negotiations.

### ARTICLE 2 - PROCEDURAL AGREEMENT

2.1 The Procedural Agreement for Negotiations between the Gore Board of Education and the Gore Teachers' Association, agreed upon and effective April 22, 1996, shall be attached to this Agreement for information purposes only. (Refer to Appendix A).

### ARTICLE 3 - DEFINITIONS

3.1 The following definitions shall apply throughout this Agreement:

| | |
|---|---|
| Agreement - | This contract duly ratified and signed by the Board and the Association. |
| Association - | Gore Teachers' Association. |
| Association President - | The elected president of the Gore Teachers' Association. |
| Board - | The elected or appointed policy-making body governing the district. |
| Board Policy - | A course of action adopted by the Board. |
| Days - | Teacher work day, unless specified differently. |
| District - | The Gore Public Schools, District No. I006 of Sequoyah County 68, Oklahoma. |
| Emergency - | Any event that requires immediate attention to prevent loss of property, of life that is non-medical in nature, unknown previously the prior day, and is not defined under any other definitions in this agreement. |
| Employee - | Any teacher, career teacher, probationary teacher, or licensed teacher. |
| Immediate Supervisor - | The Principal to whom teachers are directly responsible. |
| Licensed Teacher - | An entry year teacher not holding a standard certificate. |
| Probationary Teacher - | A duly certified teacher who has completed less than three (3) consecutive complete years of teaching service in the Gore Public School District under a written contract, as provided by law. |
| School - | Any work location at which teachers perform their job function. |
| Seniority - | The length of service from the first day of contracted service in the District. |
| Site - | See school. |
| Superintendent - | The chief administrative officer of the District. |
| Teacher - | All certified and/or licensed personnel currently employed by the Gore Public School District or employed by the Gore Public School District during the duration of this Agreement, excluding administrative or supervisory personnel. |
| Career Teacher - | A duly certified teacher who has completed three (3) or more consecutive complete school years of teaching service in the Gore Public School District under a written contract, as provided by law. |
| Family - | Includes spouse, parent, child, grandchild, sibling, grandparent, respective in-laws, or partner/significant other, including their parents |

and children.

Amended 5-13-14

ARTICLE 4 - MAINTENANCE OF STANDARDS

4.1 This agreement represents the full and complete agreement between the Board and the Association. The parties agree that the standards which are a part of the Negotiated Agreement will only be changed through the negotiation process in accordance with the procedures in the procedural agreement.

ARTICLE 6 - CONTRACT REFERENCE

6.1 This Agreement and Appendixes shall be incorporated by reference into each employee's individual teaching contract with the same force and effect as though fully set forth therein.

## SECTION II - WORKING CONDITIONS

ARTICLE 1 - LESSON PLANS

1.1 All classroom teachers will maintain a lesson plan which contains general plans for one week (Monday through Friday) or one month. Plans are due by 8:00 a.m. the first day of the school work week or 8 a.m. the first day of the month. There should be a week emergency plan in school folder for that school year.

Amended 5-2019

1.2 This article shall not preclude the teacher from deleting, expanding, or supplementing the lesson plans to best meet the needs of the students and circumstances surrounding the schedule/calendar as long as such changes are within the policies of the district.

ARTICLE 2 - STAFF MEETINGS

2.1 Every effort will be made to schedule no more than one (1) meeting per week which is called by the building principal or the superintendent of schools. Attendance is mandatory for all certified staff unless excused by the administrator calling the meeting.

Amended 5-2012

ARTICLE 3 - WORK YEAR

3.1 The Gore Board of Education will adopt the school calendar and a days/hours policy annually after approved by the GTA or at the May BOE meeting. The regular work year will consist of a minimum of

173 instructional days (1038 hours), maximum of two Parent/Teacher Conference days (12 hours) and five professional days (30 hours) or as prescribed by OSDE mandates. The instructional days will consist of a minimum of 360 minutes of instructional time.

Amended 5-2012

3.2 Any deductions or additions to a teacher's yearly contract salary will be based upon 1/183 of regular salary per day.

Amended 5-2012

ARTICLE 4 - CLASS SIZE

4.1 Reasonable efforts will be made to equalize class size and to equitably distribute students with Individual Education Plans.

4.2 The Board agrees to comply with Oklahoma State Department regulations and exceptions regarding class size.

Amended 8-10-98

ARTICLE 5 - PREPARATION/PLANNING TIME

5.1 All teachers shall be scheduled for at least forty-five (45) minutes instructional planning time per day. Planning time will be consecutive wherever possible.

Amended 5-2012

5.2 Teachers may be required to forego scheduled planning time to accept responsibilities related to the proper functioning of the school; however, if a teacher must sub during their planning time, they will be paid $15.00 for each time. For compensation, this will need to be recorded on a timesheet to be turned in to the office monthly.

Amended 4-2018

ARTICLE 6 - WORKDAY/DUTY-FREE LUNCH

6.1 The teacher work day will begin fifteen (15) minutes before the first class period begins and will end (15) minutes after the last bell, provided that assigned duties and responsibilities do not require otherwise. Upon the approval of the principal, teachers may leave immediately after the last bell.

6.2 Each teacher shall have duty free lunch each day. Every effort will be made to provide at least twenty (20) minutes per day. All staff are expected to monitor and report incidents to the office when eating in the cafeteria.

6.3 Upon approval by the building principal, teachers will be allowed to leave campus when not directly supervising students.

ARTICLE 7 - SAFE WORKING CONDITIONS

7.1 When the Administration becomes aware that a teacher has been threatened with harm, the teacher shall be notified of the threat and shall be notified if the person making the threat is on school grounds.

7.2 In conjunction with the District's assault plan, any teacher assaulted will be notified if and when the person who committed the assault returns to the school grounds if known by the administration.

## ARTICLE 8 – DISCIPLINE

8.1 Teachers shall receive annually, at the beginning of each school year, a handbook listing the rules and regulations to which the students are subject.

## ARTICLE 9 - PHYSICAL WORKING CONDITIONS

9.1 The Board agrees to make every effort to maintain health and safety conditions at each school site in compliance with applicable statutes and/or regulations. Teachers shall not be required to work under unsafe conditions as determined by proper regulatory authority.

9.2 In each building, the Board shall provide adequate teaching facilities, including clean and sanitary restrooms and teacher work areas at each school site. As soon as possible, teachers shall have access to a private telephone in the workroom at each site to conduct school business.

Amended 5-2012

9.3 The Board agrees to make every effort to upgrade facilities as finances permit.

## ARTICLE 10 - TEXTBOOKS/MATERIALS

10.1 The Board shall provide copy machines, adequate paper, and toner for each site. At the beginning of the school year, the district shall provide a sufficient number of desks, textbooks, workbooks, work texts, and other consumable materials so that each pupil will have his/her own.

Amended 5-2012

10.2 Copies of the assigned textbooks, Teacher's Editions when available, and supplemental materials approved by the district shall be provided to each teacher.

10.3 Requests for materials peculiar to selected teaching disciplines must be approved by the building principal. If approved and funds are available, the materials will be ordered promptly.

10.4 Each certified teacher will receive a minimum of two hundred dollars ($200) to purchase supplies for his/her classroom, which will be determined at the August board meeting each year depending upon available funding.

Amended 5-2012

## ARTICLE 11 - GRADING

11.1 Teachers shall use the grading policy of the district and shall retain the right to determine grades of students within that policy. No decision regarding the changing of a grade shall be made without prior discussion with the teacher.

11.2 A committee of teachers and administrators shall recommend a grading policy to the Superintendent.

ARTICLE 12 - SUBSTITUTES

12.1 The district shall maintain a list of qualified persons sufficient to serve as substitutes for teachers who may be absent.

12.2 Teachers may request substitutes in the order of their preference.

Amended 5-2012

ARTICLE 13 - CLASSROOM VISITORS

13.1 All visitors in the teacher's classroom must have prior approval of the Principal. The Principal will consult with the teacher prior to allowing visitors to the classroom.

13.2 All visitors must check in at the office first.

ARTICLE 14 - REQUIRED USE OF PERSONALLY OWNED VEHICLE

14.1 Teachers who are required to travel by their personally owned vehicle in the performance of their official duties shall be reimbursed by the district at the prevailing per mile rate of the district. Such reimbursement shall include travel by teachers between school sites.

14.2 Reimbursement shall be made on a monthly basis upon presentation of proper documentation.

ARTICLE 15 - ADMINISTERING MEDICATION

15.1 Teachers shall not administer medication to pupils unless trained by the school nurse or health professional for that particular medicine. Otherwise, pupils shall be referred to proper, designated personnel.

Amended 5-2012

ARTICLE 16 - INCLEMENT WEATHER

16.1 When schools are closed due to inclement weather teachers shall not be required to report to work. Notification of closing will be made by school messenger, website, and local news stations.

ARTICLE 17 - UNIVERSITY FEE WAIVERS

17.1 Supervising teachers of student teachers (interns) will be given first choice to use university fee waivers that

they have earned. Fee waivers not utilized by the teacher who earned them shall be distributed on an equitable basis among all other teachers who apply for them. All teachers shall be notified of available fee waivers and the deadlines for application.

17.2 Compensation for supervising entry year teachers shall be set by the State Department of Education.

ARTICLE 18 - SCHOOL CALENDAR

18.1 Prior to the May Board meeting the Administration and Board **shall consult** with certified personnel before they adopt a school calendar for the ensuing year.

ARTICLE 19 - RIGHT TO REPRESENTATION

19.1 If, during a conference between an administrator and a teacher, either the administrator or the teacher feels that it would be to his/her advantage to have a witness and/or a representative, he/she may adjourn the conference and it shall be rescheduled.

ARTICLE 20 - TEACHER ASSISTANTS

20.1 The Principal will attempt to assign duties and responsibilities on an equitable basis. Prior to the beginning of the school year, a committee of teachers will meet with the Principal to provide input into the duty schedule. The duty schedule will consider the use of all available personnel to perform such duties. Support staff are on hourly contracts and can not be assigned more hours than contracted. Support staff are not covered under this certified teacher agreement and therefore not held to this agreement's content, articles, or attachments.

Amended 5-2012

ARTICLE 21 - BOARD POLICY

21.1 An updated copy of Board Policies will be placed in the Principal's office, on the website, the teacher workroom, the library of each site, and one copy to the Association President.

ARTICLE 22 - KEYS

22.1 Teachers will be provided with keys to their classroom and building. Keys to other areas may be provided upon request to the Principal. The Library, Cafeteria, and Gymnasium keys will be issued only upon approval of the Superintendent.

SECTION III - LEAVE PROVISIONS

ARTICLE I - SICK LEAVE

1.1 The Board shall provide each teacher ten (10) days of sick leave each year for use in case of accidental injury, illness, or pregnancy, or accidental injury or illness of a member of the teacher's immediate family. Teachers on eleven (11) month contracts will receive eleven (11) days each year, and those on twelve (12) month

contracts will receive twelve (12) days each year.

Amended 8-2012

1.2 If a certified employee has exhausted all sick leave benefits, the employee shall receive the full contract salary less the amount actually paid a substitute for the employee's position for an additional twenty (20) days. After exhausting all sick leave and the additional twenty (20) days, the employee's salary will be reduced 1/183 for each day absent if employed on a ten-month basis; 1/220 if employed on an eleven-month basis; or 1/250 if employed on a twelve-month basis.

1.3 Upon retirement an employee may be paid fifteen dollars ($15.00) per uncompensated sick leave day up to a maximum of sixty (60) days.

Amended 5-13-2014

1.4 The Administration shall keep a record of all sick leave accumulated. At the beginning of each year, the Administration will advise each teacher, in writing, as to the number of sick leave days the teacher has accumulated.

1.5 Sick leave may be used for doctor or dental appointments including immediate family. Refer to Article 1 "Sick Leave" 1.1

Amended 8-2012

1.6 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 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.

1.7 After an employee has exhausted all accumulated sick leave, personal leave, and vacation time, the employee may be eligible for twelve (12) work weeks of unpaid leave under the family leave policy.

1.8 If sick leave is taken for family bereavement purposes, the leave for that period may extend to the date of the funeral and a reasonable time thereafter to allow for travel. Refer to Article 10 "Bereavement Leave" 10.1.

Amended 3-2017

1.9 Sick leave for school use is a maximum of 60 days. Additional sick leave days may be banked toward 120 days and certified to OTRS for retirement to receive an additional year of service. This additional leave cannot be used for school purposes, only with OTRS. Example: You have 60 sick days total ending 2016. Beginning of 2016-2017 you get 10 more sick leave days. This makes a total of 70 sick leave days. Only 60 can be used for sick leave. The additional ten can be used toward OTRS retirement additional year of service once 120 is reached. A sick leave day can only be used once for any compensation or benefit. Upon retirement, you will need 120 sick leave days for an additional year service for OTRS and an additional 60 days for maximum benefit paid out under section III, 1.3 for a total of 180 days for maximum benefits upon retirement.

Amended 5-2016

ARTICLE 2 - PERSONAL LEAVE

2.1 Teachers shall be granted three (3) days per year after 6 years of service, 2 days after 3 years of service, and 1 day for the first 3 years. Each teacher will be given an opportunity to gain back two personal days by working 2 full concession or gate duties, totaling up to 3 total personal days. No employee may have more

than 3 personal days.

Amended 4-2018

Proposal: Teachers are granted three personal days per year with no carry over. For each day granted, the teacher shall be salary deducted for the cost of a certified sub for each day used. As appreciation to tenured staff, for each three years of in-district service, one day personal leave will be paid for by the district including the cost of any sub required.
After nine consecutive years of in-district service, the certified teacher will receive three fully paid days of personal leave.

2.2 Personal business days may be granted for one-half (1/2) day upon request.

2.3 The district shall pay the substitute teacher if paid days have been earned.

Amended 4-2018

ARTICLE 3 - EMERGENCY LEAVE

3.1 Each teacher shall be granted three (3) days per year of non-cumulative emergency leave for non health related issues. Such leave may also be used for bereavement in all other circumstances not listed in Article 10 "Bereavement Leave". This leave will be unpaid unless the employee works two gate duties for the three emergency days. These days are optional and can be used for emergencies only. See "Emergency" in definition section.

Amended 5-2012

3.2 The school district shall pay the substitute teacher if days are approved under this article.

ARTICLE 4 - LEGAL PROCESS LEAVE

4.1 Teachers shall be granted leave to serve on a jury or as a witness subpoenaed in a criminal, civil, or juvenile proceeding. Teacher shall present documentation from the courts/subpoena and attach to leave request showing date(s) and school hours for required service to get Legal Process leave time approved. No non-service time will be approved under Legal process leave other than one hour added for travel time. (It is not Legal Process leave if teacher is personally as a private citizen connected to the proceedings.)

4.2 Any compensation received will be transferred to the school district. Expense reimbursement will be retained by the teacher.

4.3 Upon return to work the employee must present proof of jury duty or court appearance service including dates teacher is dismissed before noon, the date of jury duty or court appearance, and the teacher must report back to school.

ARTICLE 5- PROFESSIONAL LEAVE

5.1 When approved by administration teachers may be granted leave to attend workshops or conferences which relate to their present job assignments. The teacher shall not lose pay or accumulated leave benefits for such

absence.

5.2 Every effort will be made to avoid requiring teachers to attend professional workshops beyond the teacher workday or work year. However, if the decision is made to require attendance at a workshop beyond the teacher workday or work year, teachers will be compensated at the stipend rate of Forty Dollars ($40) per daily workshop plus expenses. Teachers shall be given written notice of such workshops at least one week in advance.

5.3 All approved expenses incurred by the teacher as a result of attendance of an approved professional meeting, workshop, or conference shall be reimbursed by the district.

## ARTICLE 6 - EDUCATIONAL TOURS

6.1 Teaching personnel who wish to take time off from their duties to perform educational tours may be permitted two (2) days to do so. Teaching personnel will be required to pay the cost of a non-certified substitute. Individual permission must be obtained.

Amended 5-2012

## ARTICLE 7 - FAMILY LEAVE

7.1 Each teacher shall be granted up to twelve (12) work weeks of unpaid leave to employees who have been employed at least one (1) year in this school district, who have worked at least 1,250 hours during the previous 12-month period, and who have exhausted their sick leave, personal leave, and emergency leave.

7.2 Per BOE Policy of the Gore School District to comply fully with the requirements of the Family and Medical Leave Act of 1993, as amended ("FMLA".) All eligible employees who meet FMLA requirements may be granted a total of twelve (12) weeks of unpaid FMLA leave in a 12 month period pursuant to District policy. Request for Family Medical leave must be submitted to their Principal in writing. It is not the intent of the District or its FMLA policy to provide leave benefits that exceed those authorized by rule, policy or existing law as supplemental by the Act. Thus, an eligible employee must concurrently use any accrued paid vacation leave, personal leave, and sick leave (including shared sick leave) for any part of the twelve (12) week period of FMLA leave. All paid non-Act leave will be used prior to unpaid non Act leave.

Amended 5-13-2014

7.3 During a period of FMLA leave, an employee will be retained on the District's medical insurance plan under the same conditions that applied before the leave began. In order to continue medical insurance coverage, the employee must continue to make any contributions that he or she made to the plan before the leave. Failure of the employee to pay his or her share of the medical insurance premium may result in a loss of coverage. The employee is required to pay all of the premiums for any other types of insurance coverage which may exist.

Amended 5-13-2014

7.4 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 seniority or tenure. However, the leave time will not be counted toward tenure. The district will maintain the employee's medical insurance coverage.

7.5 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 employee must provide thirty (30) days of advance notice or as many days of advance notice as is practical. Leave taken for serious health conditions of the employee or an eligible member of the employee's family may be taken intermittently without district concurrence. However, 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.

## ARTICLE 8 - UNPAID LEAVE OF ABSENCE

8.1 Teachers with at least one (1) year of service to the district may apply to the Board by March 1, if possible, for a one (1) year unpaid leave of absence for the following reasons:

A. maternity
B. advanced study
C. extended illness of the teacher
D. extended illness of a member of the teacher's immediate family.

8.2 A request for a leave of absence for extended illness must be accompanied by a physician's statement.

8.3 The teacher may remain on district insurance programs, at the teacher's expense, during the period of the leave, as permitted by district insurance carriers. Salary steps and leave benefits shall be neither gained nor lost during a leave of absence.

8.4 An application for reinstatement for the ensuing year following a leave of absence must be filed by March 1. If no such request is filed by that date, the teacher will be deemed to have resigned, effective at the end of the contract year.

8.5 Upon returning from an unpaid leave of absence, the teacher will be returned to a position within the teacher's field of certification. The teacher shall be placed on the last salary step reached prior to the leave, and all accumulated leave benefits will be reinstated.

## ARTICLE 9 - SICK LEAVE SHARING

9.1 The Board of Education has established a sick leave sharing program for the donation of sick leave days to and from employees of the Gore School District. The program will permit employees to donate sick leave to other employees who are suffering from or who have a relative or close family member who is 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.

9.2 Procedures: Any employee to receive donated sick leave must submit in writing (Form A in Appendix H) to the Board of Education or Superintendent a request which identifies the rationale for the request, the projected dates for the leave to be used, and documentation that absence is medically essential. The receiving employee must have exhausted or will exhaust sick leave earned due to a severe illness, injury, impairment, or physical or mental condition, including temporary disability resulting from pregnancy, miscarriage, childbirth or recovery therefrom. The condition must have caused, or is likely to cause, the employee to take leave without pay or to terminate employment. The receiving employee does not have to use the statutory 20 days with

substitute pay deducted until all of the Sick Leave Sharing days are used. The amount of leave to be donated is limited to twenty (20) days per request. Donors may donate only days in excess of thirty (30) and must do so in writing. Donors may donate a maximum of ten (10) days per year. Amended 8-2000 (Form B in Appendix H). Any shared sick leave not used by the recipient during each occurrence of shared sick leave use shall be returned to the donating employee. If more than one employee donated sick leave to the recipient and all the donated sick leave was not used, the remainder will be prorated to the credit of the donating employees. Participation in this policy is strictly voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purpose of this policy.

Amended 8-2000

Each employee asking for Sick Leave Sharing may be allowed to ask once per semester.

Amended 5-13-2014

ARTICLE 10 - BEREAVEMENT LEAVE

10.1 The Board shall provide each teacher five (5) days of bereavement leave for loss of a spouse, parent, child, grandchild, sibling, grandparent, respective in-law, or partner/significant other, including their parents and children, per loss that occurs during the school year. Use " family" as already defined in definitions.

Amended 4-2018

ARTICLE 11 - NEW EMPLOYEE LEAVE

11.1 Any school employee in the Gore Public School District, who uses more than two (2) days of sick leave during the first two (2) months of the school year, may be required to provide a statement from a medical doctor, stating that the employee is unable to perform his/her duties at school.

Amended 5-13-2014

## SECTION IV - EMPLOYMENT

ARTICLE 1 - REASSIGNMENT

1.1 Teachers whose assignments change after the last day of school shall be notified of the change within a timely manner.

Amended 7-2003

1.2 All teachers are subject to assignment within their certification as prescribed or authorized by the Oklahoma State Department of Education.

1.3 If it becomes necessary to fill a vacancy by an involuntary transfer or reassignment, a meeting will be held between the teacher involved and the Superintendent. If the teacher objects to the transfer, reasons for the objection will be presented in writing to the Superintendent. The teacher shall receive a written response from the Superintendent within seven (7) calendar days.

ARTICLE 2 - VACANCIES

2.1 Notice of vacancy for positions within the bargaining unit shall be posted at each school site for at least one (1) week prior to the vacancy being filled. During the months of June, July, and August vacancies shall be posted outside the superintendent's office.

2.2 Posting shall include the position title, qualifications desired, and person to contact for further information.

2.3 Written applications of teachers currently employed in the district shall be considered before those of outside applicants. Consideration is not a guarantee of reassignment.

ARTICLE 3 - REDUCTION-IN-FORCE

3.1 When it becomes necessary to reduce the number of certified personnel based on a reduction in revenue, decrease in student enrollment, or changes in educational programs or curriculum, all areas of the school's operation will be considered in determining where cuts in budget and reduction in force will be affected.

3.2 When the decision is made to reduce staff, the Board may exclude positions to guarantee meeting the needs of the students and the needs of the programs of the district.

Prior to making a recommendation to the Board related to the above statement, the administration shall meet with the Gore Teachers' Association to discuss the proposed recommendations for excluded positions.

Once a determination has been made as to which positions should be eliminated, then the primary basis that will be used in determining which teachers holding such positions as measured by the District's Teacher and Leader Effectiveness System (TLE) for each year in the TLE has been in effect. If the composite ratings of the teachers in the affected positions are the same, then the following, **in this order,** shall be considered:

1. Seniority in the district established from the first reporting date to work, with continuous service from that date.
2. Total years of teacher service.
3. Level of preparation in certified areas of teaching (following a high to low priority order of: major endorsement on standard certificate, minor endorsement on provisional certificate and number of college credit hours in the area of teaching assignment as evidenced by position on the teacher salary schedule).
4. Lot drawing made by the District in the presence of an authorized representative of the Gore Teachers' Association.

Amended 5-13-2014

3.3 Personnel 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 recall shall be for a period of one (1) year. Such reemployment shall be in reverse order of termination according to the provisions of this policy. Priority for reemployment shall extend through the calendar year in which the reduction-in-force occurred.

3.4 When an employee who was terminated due to reduction in force is rehired, he/she will receive credit for his/her continuous service at the time of termination. In addition, a rehired employee's subsequent service shall be considered continuous with the previous service.

ARTICLE 4- PATRON COMPLAINTS

4.1 When a parent feels there is a problem which needs to be brought to the attention of a teacher, the parent will be encouraged to conference with the teacher.

4.2 If a principal schedules a conference with a parent and a teacher, the teacher shall be notified in advance and informed of the problem.

4.3 Investigation of problems shall include discussion with the teacher involved as well as the school patron.

ARTICLE 5 - PERSONNEL FILE

5.1 An official file shall be maintained in the administrative office. Unofficial working files may be maintained in the office of each principal. All stipulations in this article shall apply to both personnel files.

5.2 Material that adversely affects a teacher's employment status may not be placed in the teacher's official file until the teacher has had the opportunity to read the material and to sign and date the actual copy to be filed indicating that the teacher has seen the material and knows that it will be placed in the file. The teacher shall receive a copy of the material, at no cost to the teacher, at the time of filing. The teacher may, within ten (10) days, affix a written response to the material.

5.3 A teacher, or upon written authorization, the teacher's designee, may review the non-confidential contents of the teacher's official file during normal business hours, but not during the duty time of the teacher or designee. The teacher is entitled to receive a copy of any documents contained therein.

5.4 Any allegation or anonymous charge which is unproven through a thorough documented investigation shall not be placed in a teacher's official file.

5.5 Access to an employee's personnel files will be as follows: the employee or the employee's designee, district employees who have a need to review the files in order to complete a job responsibility, members of the Board of Education, and other persons as required by law or by State Board Regulations. All personnel file examinations shall take place in the Superintendent's office or in the principal's office. Such examinations shall be under the supervision of the Superintendent or the building principal. Copies of any material in the personnel files shall be made only after notification of the employee. No notification will be made if sent to the Attorney of District.

Amended 5-2012

5.6 The district shall keep logs indicating the persons who examine a personnel file and an evaluation file as well as the dates such examinations were made. Such logs shall be available for examination by the employee or his/her authorized Association representative.

5.7 Hearsay, false, or unverified material shall be removed from the employee's file.

ARTICLE 6 - TEACHER EVALUATION

6.l The primary purpose of personnel evaluation is a mutual endeavor among all staff members and the board to improve the quality of the educational program. The improvement of the district's educational efforts must be a joint responsibility of the school district and the individual educator.

Amended 8-2012

ARTICLE 7 - TEACHER ADMONISHMENT

7.1 If a principal or the superintendent, acting through the principal, admonishes a licensed or certified teacher for any reason which may lead to the dismissal or nonrenewal of the teacher, the matter shall be brought to the attention of the teacher in writing. A letter of admonishment will be sent along with the admonishment form. (See Appendix D)

7.2 The principal shall make a reasonable effort to assist the teacher in correcting the cause of potential dismissal or nonrenewal. The principal and teacher shall jointly develop recommendations and suggestions for corrective action. The teacher shall be allowed a reasonable time, not to exceed sixty days (60) days, for improvement. Failure to correct the cause for the admonishment within the specified time, may lead to dismissal or nonrenewal of the teacher.

## SECTION V - GRIEVANCE PROCEDURE

ARTICLE 1 - PURPOSE

1.1 The purpose of this procedure is to secure at the lowest possible level, equitable solutions to a claim by the grievant of an alleged violation of the Negotiated Agreement.

ARTICLE 2 – DEFINITIONS

2.1 A "grievance" is a complaint by a teacher alleging a violation, misinterpretation, or misapplication of any provision of this Negotiated Agreement.

2.2 The "grievant" is the teacher, or teachers, or Association making the claim on behalf of the named grieved parties.

2.3 A "party of interest" is the teacher or teachers making the claim, any person who might be required to take action, or any person against whom action might be taken in order to resolve the claim.

ARTICLE 3 - INITIATION AND PROCESSING OF A GRIEVANCE

3.1 Informal Level - A teacher with a grievance shall first discuss the grievance individually with the principal within thirty (30) days of the alleged violation or knowledge of the violation, citing the article and section alleged to have been violated with the objective of resolving the grievance informally. No written record will be made.

3.2 Level One (Principal)

A. If the grievant is not satisfied with the disposition of the grievance at the informal level, the grievance may be filed, within five (5) days of the informal level response, with the principal, citing the article and section alleged to have been violated and the specific remedy sought.

B. The principal shall schedule and hold a meeting with the grievant within five (5) days after receipt of the written grievance and shall transmit a written decision to the grievant within five (5) days of the meeting.

3.3 Level Two (Superintendent)

A. If the grievant is not satisfied with the disposition of the grievance at level one, the grievant may appeal the grievance, within five (5) days of the level one response, to the Superintendent.

B. The Superintendent or designee shall schedule and hold a meeting with the grievant within five (5) days after receipt of the appeal and shall transmit a written decision to the grievant within five (5) days of the meeting.

3.4 Level Three (Board of Education)

A.. If the grievant is not satisfied with the disposition of the grievance at level two, the grievant may appeal the grievance, within five (5) days of the level two response, for transmittal to the Board.

B.. The Board will hear the appeal at its next regularly scheduled meeting or at a special meeting which has been called for that purpose. The Board shall transmit its written decision to the grievant within five (5) days of the meeting. The decision of the Board shall be the final step of this procedure.

ARTICLE 4 - GENERAL PROVISIONS

4.1 The grievant may represent himself/herself or may be represented by the Association. If the grievant chooses to represent himself/herself the Association may be present throughout the processing of the grievance.

4.2 At least one Association representative shall be present for any meetings, hearings, appeals, or other proceedings related to a grievance which has been formally presented.

4.3 The Association may file a grievance as the "grievant" on an alleged violation, misinterpretation, or misapplication of the Negotiated Agreement provided that the teacher whose rights under this agreement have allegedly been violated agrees to the pursuance of the grievance.

4.4 If, in the judgment of the Association, a grievance affects the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level II. The officers of the Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class action grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Level II.

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

4.6 Failure by the administration at any level to respond to a grievance within the specified time limits shall mean the grievance shall be advanced to the next level.

4.7 Copies of official grievances, all documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel files of any of the

participants.

4.8 No reprisals shall be taken against the grievant, any witness or other participant in the grievance procedure by reason of such participation.

4.9 Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed into the record for that grievance.

4.10 All meetings and/or hearings under this procedure, with the exception of those at level three, shall not be conducted in public and shall only include parties in interest and their selected representatives.

4.11 The grievant may bring witnesses and/or written documentation from any person(s) who can provide information relevant to the grievance.

4.12 Evidence and testimony at any level of this procedure shall be limited to that which was presented at previous levels, with the exception of evidence discovered after the procedure has begun. Newly discovered evidence shall be shared with the other party as soon as the grievant or administrator becomes aware of the existence of the evidence.

ARTICLE 5 - GRIEVANCE FORM
Grievance Form is APPENDIX F.

## SECTION VI - ASSOCIATION RIGHTS

ARTICLE 1 - INFORMATION DISTRIBUTION

1.1 The Association may distribute notices, circulars, and other Association materials on designated school bulletin boards and in teachers' mail boxes. Political material may not be distributed through the mail boxes.

ARTICLE 2 - AVAILABILITY OF INFORMATION

2.1 Upon request the Board shall make available to the Association any compiled public information.

2.2 The Association President or designee shall be notified of all regular, special, and/or reconvened meetings of the Board as soon as they are scheduled, and shall receive an agenda and supporting information relative to the agenda items as determined by the Superintendent. Additional information may be requested by the Association President or designee. Information deemed confidential under the Oklahoma Open Records Act will not be provided.

2.3 Following the Board Meeting a copy of the approved minutes will be provided to the Association upon request.

Amended 5-2012

ARTICLE 3 - USE OF FACILITIES

3.1 The Association shall have the right to use school facilities and equipment as long as it does not interfere with the normal operation of the school, as per building use and policy.
Amended 5-2012

ARTICLE 4 - ASSOCIATION BUSINESS

4.1 Representatives of the Association, President, Vice-President, Secretary, Treasurer, Site Representatives, shall be permitted to transact Association business on school property provided that classroom activities are not interrupted. .

Amended 5-2012

ARTICLE 5 - TEACHER SELECTION/REPRESENTATION ON BOARD COMMITTEES

5.1 The Association may suggest teachers for Board or administratively established committees which require teacher participation. Association suggestions will be considered when the committee members are selected by the Board or Administration.

ARTICLE 6 - REPRODUCTION OF AGREEMENT

6.1 Within a responsible time of the ratification of this Agreement, copies of this Agreement shall be produced by the Association and presented to each certified employee. The Association shall furnish copies of this Agreement to the Board for its use. The Board shall provide all materials and access to necessary machines.

Amended 8-2010

ARTICLE 7 - ASSOCIATION LEAVE

7.1 The Board shall provide the Association with two (2) days per year for leave to attend conventions and conferences of the Association or its affiliates, or to conduct Association business. The Association shall pay the cost of the substitute for teachers elected to leadership positions within the Association's County or State affiliates. Only two GTA members may attend each event and must be approved by the administration.

Amended 5-2012

SECTION VII - COMPENSATION

ARTICLE 1 - PAY PERIODS

1.1 Teachers shall be paid on the twentieth (20th) of each month. If the twentieth (20th) falls on a non-school day, the pay date shall be on the last work day preceding the twentieth (20th).

1.2 The warrants will be issued immediately following the receipt of the last state aid payment, but no later than June 20.

Amended 5-2012

ARTICLE II - SALARY SCHEDULE

2.1 All employees shall be paid according to the current salary schedule. Employees shall be placed on the schedule in accordance with the following provisions:

A. All employees with no previous teaching experience shall be placed on step 0 except as provided in

Section D.

B. All employees with teaching experience within the State of Oklahoma shall be given full credit for that experience, as verified by state records, and placed on the appropriate step.

C. All employees with teaching experience outside the State of Oklahoma shall be credited with up to five years experience and shall be placed on the appropriate step.

D. To the extent approved by the Oklahoma State Board of Education, all employees shall receive credit for one year of teaching experience for the following: each year of active service in the armed forces of the United States or alternate civilian service required by the Selective Service System; each year in the Peace Corps, VISTA, or the National Teacher Corps; and for any type of service recognized by the Oklahoma State Board of Education for certification and salary increments.

E. All employees shall be placed on the appropriate degree classification and step, as verified by official records, such as a college transcript.

F. Teachers who qualify for the next level of advancement based on degree or experience must provide documentation to the Superintendent prior to the first pay period of the contract year.

G. All employees shall be placed at the appropriate step in accordance with these provisions at the beginning of the contract year.

2.1.1 The Board and the Association agree to adopt the State mandated Compensation schedule with the additions by approval of the Board with lanes for Bachelors, Bachelors plus 10 college hours, Bachelors plus 20 college hours, Masters, Masters plus 10 college hours, Masters plus 20 college hours and Doctorate..

Amended 3-2017

2.1.2 The salary schedule will be changed to reflect the current year's flexible benefit language and amounts.

Amended 5-2012

ARTICLE III - EXTRA-DUTY COMPENSATION

3.1 The Administration will make every effort to fill extra-duty assignments with teaching staff members. If no current staff members apply or meet qualifications at the time of posting of the extra-duty position(s), the administrator may assign extra duties on a volunteer basis to current staff or others. If paid by separate check, the teacher may be paid at the end of the first or second semester or upon completion of the extra duty assignment. If the extra-duty assignment is terminated by administration, the pay will be done on the next scheduled pay period at a prorated increment.

Amended 8-2012

3.2 Employees having extra-curricular assignments shall be compensated according to Extra-curricular Pay Schedule annually adopted by the Gore BOE for the current school year.

Amended 8-2012

ARTICLE IV - PASSES FOR SCHOOL EVENTS

4.1 All employees and his/her spouse, and dependent children still in school (K-12) will be admitted free to all home activities. Any child that has graduated from High School will be considered an adult and charged an

adult price to all school activities.

ARTICLE V - LUNCHES AND BREAKFASTS

5.1 Teachers will be provided school breakfasts (breakfast will be determined in August depending on the financial situation) and lunches which will be included in salary as a fringe benefit at the current adult meal District price. Tax must be paid on this fringe as per IRS. If a teacher eats breakfast at school, it will be on their own time and before the time they are to clock in. Food can not be taken out of the cafeteria.

Amended 4-2018

| | |
|---|---|
| _____ | _____ |
| ASSOCIATION PRESIDENT | BOARD PRESIDENT |
| _____ | _____ |
| DATE | DATE |

**APPENDIX A-PROCEDURAL AGREEMENT**

I. PURPOSE

1. The Board of Education of the Gore Public Schools and the Gore Teachers' Association recognize the need for an orderly process of communication of administering employer/employee relations which conform with Oklahoma Statutes, Title 70 C 509.1 et seq.

II. RECOGNITION

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

2.2 The Board hereby recognizes the Association as the exclusive representative for the bargaining unit consisting of all certified and licensed employees who do not hold supervisory authority with respect to other teachers. The Board agrees not to bargain with any individual member of the bargaining unit for the duration of this Agreement. Further, no individual member of the bargaining unit shall negotiate with the Board except through their duly recognized bargaining representative.

III. SCOPE OF BARGAINING

3.1 The Board and the 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 limitation, all powers, rights and authority conferred upon and vested in it by State and Federal law, including the right to make policy, rules, and regulations which are not inconsistent with the Negotiated Agreement.

3.3 The Board and Association agree that no negotiations will occur on any duty reserved to the Board by statute or court order.

3.4 Negotiations may occur on areas or items outside the scope of wages, hours, fringe benefits, and other terms and conditions of employment upon mutual agreement of the parties.

IV. NEGOTIATIONS PROCEDURES

4.1. The Board and the Association shall each designate in writing the names of not more than seven (7) persons who shall serve as their respective 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. Alternates may be designated; however, alternates will attend meetings only when serving in the place of a regular team member or by mutual agreement of the parties.

4.2 OPENING NEGOTIATIONS

4.2.1 Between February 1 and March 15 of each ensuing year, either the Association or the Board shall submit a

written request for negotiations to commence to the other party if they desire there to be negotiations for that year. If no such request is made, negotiations will not take place for the ensuing year.

4.2.2 The first negotiations session shall occur on a mutually agreeable date no later than sixty (60) days after the written request is presented, unless another date is mutually agreed upon by both parties.

4.2.3 Both parties shall submit proposals for negotiations at the first session only. Additional proposals to cover unforeseen situations may be submitted after the first session by mutual agreement.

4.2.4 By mutual consent of both parties, the provisions in paragraph 4.2.3 may be disregarded if both parties agree to participate in an alternate bargaining method such as collaborative bargaining.

4.3 NEGOTIATIONS SESSIONS

4.3.1 Negotiations will 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. Scheduling of subsequent sessions will be made prior to the close of each current negotiation session. Such scheduling will reflect times and places mutually acceptable to the respective persons of the respective parties.

4.3.2 All bargaining will be conducted in closed sessions. No recordings or official transcripts shall be made.

4.3.3 During meetings each party is free to caucus at any time.

4.3.4 Other meeting ground rules shall be set by mutual agreement at the table.

4.4 TENTATIVE AGREEMENT

4.4.1 Both parties agree 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 agreement is 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, the package of agreements shall be submitted first to the membership of the Association for ratification then to the Board for ratification.

## V. IMPASSE

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

5.2 Within five (5) days of such declaration, the Parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.

5.3 If the mediation process has been utilized and has failed to bring about agreement on all items, or if the 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 members shall be formed. One member shall be selected by the Association and one member shall be selected by the Board, within five (5) days of the declaration of impasse or the conclusion of an unsuccessful mediation. These two members will notify the State Superintendent of Public Instruction that a fact finder is needed. The State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact finders to the parties. If the representative of the Board and the representative of the Association cannot agree upon a name, then there

shall be a coin toss. The winner of the toss shall decide whether to strike a name first or to have the loser of the toss strike a name first from the list. The two representatives shall then continue alternately striking a name from the list until only one name remains. That person shall then be named to serve as Chairperson of the fact-finding committee.

5.3.2 Within five (5) days after the selection of the chairperson, the representatives of the parties shall meet to exchange written language of 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 negotiating team.

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

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

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

5.3.6 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 parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representative 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 for by this action, either party may discontinue such effort.

5.3.7 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 negotiations impasse process within thirty (30) days of the effective date of implementation.

5.4 The procedure provided for herein for resolving impasses shall be the exclusive recourse of the Association. It shall be illegal for the Association to strike or threaten to strike as a means of resolving differences with the Board. Any member of the Association engaging in a strike shall be denied the full amount of his wages during the period of such violation. 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 school district shall be relieved of the duty to negotiate with such organization or its representatives, as prescribed and outlined in Oklahoma Statutes 70.509.8.

## VI. SAVINGS CLAUSE

6.1 The Board and the Association agree to abide by all applicable statutes, rules and regulations, and decisions of courts of competent jurisdiction. Should any part of this Agreement be affected or declared illegal by Oklahoma Statutes, court of competent jurisdiction, or the Attorney General, said part shall be automatically deleted from its Agreement to the extent that it is affected, or violates the law.

6.2 The remaining provisions shall remain in full force and effect for the duration of the Agreement. Negotiations shall commence within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

VII. DURATION OF AGREEMENT

7.1 This Agreement shall become effective upon ratification by the Board and the Association. The Agreement shall be effective for a period of one (1) fiscal year and shall be renewed automatically without modification unless the parties agree on an amendment. Notice shall be given in writing, after January 1 of any year, by either party, that the party desires to modify, amend, or terminate this Agreement.

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

ADOPTED____May_____/_____13_____/____1996_____

PRESIDENT OF THE BOARD_____S/Dixie J. Conrad_____

PRESIDENT OF THE ASSOCIATION_____S/Nita Justice_____

## APPENDIX D-WRITTEN WARNING TO EMPLOYEE

On this _____day of _____,

20_____, _____

(name of employee)

received this written warning about_____

(nature of misconduct and corrective action required)

_____

_____

_____

_____

_____

and was informed that the employee's failure to correct the conduct described above could result in further disciplinary action.

_____ _____

Signature of employee Date

I hereby acknowledge that I was informed of the misconduct and corrective action described above. I further acknowledge receipt of a copy of this written warning.

_____ _____

Signature of employee Date

**APPENDIX E-PORTION OF SALARY TO BE TAKEN IN ONE OR TWO PAYMENTS**

Name_____School Year_____

I want to take

_____$ 500

_____$1,000

_____$1,500

_____$2,000

_____$2,500

_____$_____

of my salary in

_____ one (1) payment in March

or

_____ two (2) payments in November and March

The March payment to be made at the time of the regular March paycheck or the last working day before Spring Break, whichever occurs first.

Signature:_____

Date:_____

**APPENDIX F-GRIEVANCE FORM**

Date_____

Level (check one): Two_____ Three_____ Four_____

Name of Grievant_____ Assignment_____

Date of occurrence giving rise to the grievance_____

Citation of Negotiated Agreement Article(s) and/or Section(s) alleged to have been violated:_____

_____

_____

Statement of Grievance:_____

_____

_____

_____

Relief Sought:_____

_____

_____

_____ _____

Signature of Grievant Date

Decision:_____

_

_____

_____

_____

_____ _____

Signature and Title Date

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

**APPENDIX Ga-REQUEST FOR SHARED SICK LEAVE**

Name_____Date_____

Number of Shared Sick Leave Days requested (up to 20)_____

Dates for leave to be used_____

Attach documentation that absence is medically essential.

APPROVED:_____
Superintendent

DATE:_____

**APPENDIX Gb-DONATED SICK LEAVE**

Name_____Date_____

I would like to donate one (1)_____day

two (2)_____days

_____days

days of my sick leave to _____.

I certify that I have over thirty (30) days of sick leave and the donated day(s) is/are in excess of that.

I understand that any shared sick leave not used by the recipient shall be returned to me. And if more than one employee donated sick leave to the recipient and all the donated sick leave was not used, the remainder will be prorated to the credit of the donating employees.

_____
Signature