

2013-14
NEGOTIATED AGREEMENT
EUFAULA BOARD OF EDUCATION
AND
THE EUFAULA CLASSROOM TEACHERS ASSOCIATION

BOE Approved 9-9-2013

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ARTICLE I LEAVE PROVISIONS

SECTION I - Sick Leave

A. The Board shall provide each teacher ten (10) days of sick leave each year for use in case of personal accidental injury, illness, pregnancy, or accidental injury or illness in the immediate family. Immediate family is defined as: father, mother, brother, sister, spouse, children, grandfather, grandmother, grandchildren, aunt, uncle, niece, nephew, cousin, all corresponding in-laws, and other relationships requested when approved by principal on an individual basis. Sick leave not to exceed three (3) days in a given school year may be used to provide care for in-laws who are ill. 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.

B. Whenever circumstances indicate suspected abuse of the sick leave policy the Board reserves the right to require an employee to provide a doctor's statement or a signed statement by the employee verifying the employee's absence was due to personal illness or illness within the employee's immediate family.

C. Unused sick leave days may accumulate to a maximum of seventy (70) days.

D. Unused sick leave in excess of the seventy days may accumulate for retirement purposes.

E. Employees who are retiring or leaving the profession in the state of Oklahoma with fewer than 120 sick days may transfer their unused sick leave to another employee or donate their unused sick leave to the sick leave bank or sell their unused sick leave to the district for twenty-five dollars per day.

SECTION II - Sick Leave Sharing Policy

Sick leave days may be donated from one District employee to another within the following guidelines:

A. Permission to receive donations will be granted only for a District employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition that has caused or will cause the employee to exhaust all accumulated sick leave earned pursuant to Title Seventy, Section 6-104 of the Oklahoma Statutes and that has caused or is likely to cause the employee to take leave without pay or to terminate employment, as determined by the Board of Education.

B. For purpose of this policy, the following definitions apply:

"Relative of the employee" means a father, mother, brother, sister, spouse, child, stepchild, grandchild, grandparent, stepparent, aunt, uncle, niece, nephew, or cousin and corresponding in-laws. "Household Members" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another, including foster children and legal wards, even if they do not live in the household. This term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune. "Severe" or "extraordinary" means serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery there from: "District employee" means a teacher or any full-time employee of the School District. Whether an employee is a "full-time employee of the School District" will be determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of service performed by the employee and who is employed a minimum of one hundred seventy-two days.

C. The request for permission to receive donations must be in writing and may be presented to the Superintendent by the District employee or another employee (acting with the affected employee's permission) in his or her behalf **at least fifteen (15) days from within the time that the donee's own sick leave will be exhausted.** The Superintendent will determine that the employee meets the criteria described in this policy and the employee has followed district policies regarding the use of sick leave. The Superintendent may require the employee to submit a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

D. A donee may not use any donated sick leave until his or her own sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes has been exhausted. The donee may use donated sick leave only for the purposes specified in this policy.

E. Donated sick leave will be paid at the daily rate of the donee, not the donor. The sick leave received by the donee will be designated as donated sick leave and will be maintained separately from all other sick leave balances.

F. Donated sick leave becomes the property of the donee.

G. The maximum total number of days that may be received as donations are limited to twenty (20) days per request **and 120 per lifetime employment with Eufaula Public Schools.** Donations may be made only during the fiscal year (July 1 - June 30) in which the employee is determined to be eligible to receive donations.}

H. Any employee may donate only days that are earned and accumulated. The donor may donate any amount of sick leave provided the donation does not cause his or her sick leave balance to fall below one-hundred and twenty (120) hours or fifteen (15) days.

I. Any contribution of sick leave by one employee to another is strictly voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave under this policy. Each contribution of sick leave must be confirmed in writing by the donor to the Office of the Superintendent.

J. Donated sick leave is transferable between employees of different school districts in the state with the agreement of both boards of education of each school district.

SECTION III - Sick Leave Bank

PURPOSE:

To provide a bank of sick leave days from which members may draw in case of catastrophic and/or extended illness. Members shall include all teaching, administrative and support personnel.

MEMBERSHIP:

A. The Board of Education will cooperate in the establishment of a sick leave bank on a voluntary basis.

B. Each employee will be assessed one day of his sick leave upon his initial enrollment in the Sick Leave Bank. Assessment of one day per year of a member's sick leave will be continued until the bank is built up to a minimum of 200 days. No more days will be added except from new enrollees until the bank is depleted to below 200.

C. When the sick leave bank total falls below the minimum 200 days, each member will be assessed one day. This assessment will be made at the time of enrollment of sick leave bank members, that being within thirty (30) days of the beginning of the next school year.

D. A person withdrawing from membership in the bank will not be able to withdraw contributed days.

E. Only those employees participating in the sick leave bank will be eligible to withdraw days, and then only after his/her own sick leave is used.

F. Days contributed or assessed become the property of the sick leave bank and no longer count toward the individual member's current or accumulated sick leave. Days contributed will remain in the bank until used.

G. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.

H. Contributions and/or assessments to the sick leave bank shall not affect incentive pay or accumulated sick leave calculated for retirement.

REGULATIONS:

A. An employee may request to borrow sick leave from the sick leave bank for a catastrophic and/or extended illness or for major surgery for the employee or employee's spouse, children, grandchildren or parents requiring a lengthy convalescence. This request must be accompanied by certification from a doctor that the illness is life threatening and of the nature to warrant the term catastrophic or extended.

B. A committee/panel that is representative of the membership of the sick leave bank shall oversee the administration of the sick leave bank. This committee shall be comprised of one member from the middle school, two members from the high school, elementary school and support staff at large, **and one member of the administration who is appointed by the superintendent.**

C. Terms of membership on the panel shall be for three years. Rotating terms will be established to avoid all new members on the panel at one time. The rotation will be as follows:

High School #1 and Support Personnel #1	2012
Eufaula Elementary #2 and Middle School	2013
Eufaula Elementary #1, Support Personnel #2, High School #2	2014
Administration appointed by superintendent	

D. This committee shall oversee the record keeping of the days contributed and/or assessed by the members.

E. This committee shall review all requests for withdrawal of days from the sick leave bank.

F. This committee shall determine the number of days to be granted from the sick leave bank, **not to exceed one hundred and twenty (120) days per lifetime of employment with Eufaula Public Schools.**

G. This committee shall reserve the right to request a second doctor's opinion in certain instances.

H. **Employee requesting days from this bank shall sign a Release of Medical Records allowing committee members to have access to any documents provided to this committee to assist in making decisions related to sick leave bank requests.**

EUFAULA PUBLIC SCHOOLS

SICK LEAVE BANK - PHYSICIAN'S STATEMENT

I hereby authorize my physician to release the information requested on this form, and to give additional information to my employer should it be requested.

Signature_____Date_____

Dear Physician:

The above named employee is requesting benefits under the provisions of the Eufaula School's Sick Leave Bank. The purpose of this program is to assist the employee who is incapacitated by a long term life threatening illness. Please provide as much information as possible:

1. a. The above named employee is not able to continue his/her contractual responsibilities for the following incapacitating medical conditions:

b. Date employee should be physically able to resume his/her contractual responsibilities:_____

Physician's
Signature:_____Date:_____

Physician's Name:_____
(Please type or Print)

Work Address:_____

Telephone:_____

Thank you for your time and cooperation.

Please return to: Eufaula Public Schools
Sick Leave Bank Committee
215 N. 6th
Eufaula, OK 74432-0609

APPLICATION FOR USE OF SICK LEAVE BANK

Name: _____
(Last) (First) (MI)

Telephone: (Home) _____ (School) _____

Building/Position: _____

Reason for Request: _____

Date Incapacity will begin/began: _____

Date Employee's last sick leave day will be used: _____

Employee's Signature Date

Return this application and authorization to obtain the Physician's Statement to:

Eufaula Public Schools
Sick Leave Bank Committee
215 N. 6th
Eufaula, OK 74432-0609

Please Do Not Write Below This Line

Sick Leave Bank Committee Action:

_____ Approved _____ Disapproved

Sick Leave Committee Chairperson _____

Date _____

Board of Education Approval:

_____ Approved _____ Disapproved

Motion by: _____ Second by: _____

Signature of Board President

Date

SECTION IV - Personal Business Leave

A. Each teacher shall be granted five (5) days of leave each year to conduct personal business that must be conducted at times that school is in session. For the first two (2) days, the substitute pay will be paid by the district. For the remaining three (3) days, the substitute pay will be paid by the teacher.

B. Personal business leave will not be granted for participation in political or social problem activities, seeking or interviewing for other employment, performing a service for compensation or participation in professional activities.

C. Personal business leave will not be granted unless a substitute teacher can be employed.

D. Except in emergency situations, personal business leave may not be used during the following times: first or last week of school except when attending a school sponsored event with the approval of the supervising principal; the day(s) immediately preceding or following a holiday or vacation period; and days when school remains in session despite adverse weather conditions; or days during state mandated testing.

E. Unused Personal Business Leave may be utilized by the teacher in either of the following two (2) ways:

- (1) the days will rollover into the teacher's Sick Leave account,
OR:
- (2) the teacher will be reimbursed at the end of the school year for unused Personal Business Leave in the form of a stipend at the rate of \$50.00 per day.

SECTION V - Professional Leave

Employees who are required or approved by the administration to attend professional activities will not suffer loss of salary and will be reimbursed in accordance with district schedules or administrative authorization.

One (1) professional day each semester will be provided to special education teachers responsible for student portfolios for state testing.

SECTION VI - Emergency/Bereavement Leave

Teachers shall be granted up to five (5) days of leave each year for purposes of an emergency/bereavement nature. Such leave may be used for the following:

A. Bereavement in the case of death in the immediate family. For deaths outside the immediate family or if the funeral of an immediate family member is in a remote location, the teacher may request leave chargeable to sick leave. Request may be granted through administrative approval.

Immediate family is defined as: father, mother, brother, sister, spouse, children, grandfather, grandmother, grandchildren, aunt, uncle, niece, nephew, cousin, and all corresponding in-laws.

B. Situations which constitute an emergency such as fire, floods or other catastrophic conditions beyond the prior knowledge or control of the teacher.

SECTION VII - Legal Process Leave

A. Teachers shall be granted leave to serve on a jury or as a witness subpoenaed in a criminal, civil, or juvenile proceeding or as otherwise ordered to appear by the court. A teacher serving as a juror or subpoenaed witness shall be paid his/her contract salary less any compensation received for such service, exclusive of parking or mileage reimbursement.

SECTION VIII - Military Leave

Teachers who are ordered to active duty or service by a branch of the Armed Forces of the United States shall be entitled to a leave of absence for the period of such active service without loss of status or efficiency rating and without loss of pay for the first thirty (30) days of such leave of absence.

Spouses of military active duty for any branch of the Armed Forces will have 5 days of leave and must use personal and/or sick leave.

SECTION IX - Leave Reimbursements

A. Unused Personal Business Leave days may be reimbursed to the teacher as outlined in Article 1, Section III, Subsection A is so chosen.

B. Extra Sick Leave days beyond the 120 days used for retirement will be reimbursed to the teacher upon retirement in the form of a stipend at the rate of \$25.00 per day.

ARTICLE II - EMPLOYMENT PROVISIONS

SECTION I - Grievance Procedure

1. Definitions

A. A "grievance" shall mean a complaint by a teacher that there has been as to him/her a violation of the terms of the negotiated agreement.

B. A "grievant" is the person or persons making the complaint. The Association may be the grievant on Association Responsibilities only.

C. A "party-in-interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

D. The term, "days", when used in this article, shall, except where otherwise indicated, mean working days; thus, weekend or vacation days are excluded.

2. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of certified employees. Grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Procedures

A. Any grievance must be filed within ten (10) days of the aggrieved act or within ten (10) days of the date when the teacher had knowledge, or should have had knowledge of the aggrieved act, or it shall be deemed forever waived by the grievant.

B. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

C. In the event a grievance is filed on or after the closing of the school year, which, if left unresolved until the beginning of the following year, could result in irreparable harm to the grievant, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted as soon as is practicable.

D. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally and confidentially with any appropriate member of the administration, provided the adjustment is not inconsistent with terms of this grievance procedure.

E. LEVEL ONE - Oral Informal Discussion with Principal.
A certified employee with a grievance will first discuss it informally with his/her principal.

F. LEVEL TWO - Written Formal Grievance to Principal.
If the aggrieved party is not satisfied with the disposition of his/her grievance under Level One, he/she may file a written grievance with the principal within five (5) days of his/her informal conference under Level One. The principal shall communicate his/her decision in writing

to all parties-in-interest within five (5) days after receipt of the grievance.

G. LEVEL THREE - Superintendent

Within five (5) days of receipt of the decision rendered by the Principal, the grievant may appeal the decision to the Superintendent. Within five (5) days after receipt of the appeal, the Superintendent shall set the grievance for hearing and shall forward written notice of the time and place of the hearing to all parties-in-interest. Within ten (10) days of hearing the appeal, the Superintendent shall communicate his decision to all parties-in-interest. The decision shall include supporting reasons therefore and shall be final unless the grievant makes a written request within five (5) working days of receipt of the Superintendent's decision for an appeal hearing before the Board of Education. Upon receipt of such request the Superintendent shall notify the grievant in writing of the date, time and place the hearing is scheduled. Such hearing may be scheduled for a regular or specially called meeting of the Board of Education. Notice of such hearing will also be given to the Association President. The decision of the Board shall be final.

H. Failure at any step of this procedure to communicate the decision in writing of a grievance within the specified time limits shall permit any party in interest to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

I. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by himself/herself and a representative of his/her choosing.

J. No reprisals of any kind will be taken by the Board of Education or by any member of the administration against any party-in-interest or any other party involved directly or indirectly in the grievance procedure.

K. All documents, communications and records dealing with the processing of a grievance shall be maintained in the Central Office separate and apart from personnel files of the teachers.

L. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

M. All parties-in-interest are required to exhaust the grievance procedures set forth in this article prior to being granted a hearing before the Board of Education and are encouraged to use this process prior to initiating any legal action against the Board of Education.

N. If any party-in-interest elects to pursue any legal or statutory remedy for any grievance, such election will bar any further or subsequent proceedings from relief under the provisions of this procedure.

SECTION II - Teacher Evaluation

A. Evaluations of teachers shall be based upon the rules and regulations developed by the State Board of Education.

B. All formal evaluations will be made in writing. The evaluation documents and any responses attached thereto for each teacher shall be maintained in that teacher's personnel file.

C. 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 by November 15, and once by February 10.

D. All formal evaluations shall be conducted using the evaluation instruments attached to this Agreement.

E. After a teacher has been evaluated, that teacher shall be provided with an exit conference in which a copy of the evaluation is presented and discussed. The teacher shall acknowledge the evaluation by signing it. Within two (2) weeks of the evaluation, the teacher may respond in writing. Such response shall be attached to the evaluation and made a part thereof.

F. Attempts will be made to provide the teacher with advance notification of Formal Evaluation observations. Informal daily observation will not call for advance notification.

SECTION III - Dismissal or Nonrenewal

Teachers shall be subject to the requirements of the Teacher Due Process Act as provided in 70 O.S. 6-101.20 through 6-101.29. In any conference in which the teacher will be notified of pending suspension or termination, the teacher and administrator may have a representative of their choice in the conference.

HB 1380 modifies the "TEACHER DUE PROCESS ACT OF 1990" (Oklahoma Statutes Title 70, Sections 6-101.20 through 6-101.29) removing Trial de Novo. All teachers, whether career or probationary, have the right to a termination or nonreemployment hearing in front of the local board of education. All decisions rendered by the local board will be considered final.

(Section 6-101.21)

A. The State Board of Education shall promulgate standards of performance and conduct for teachers. A copy of such standards, any amendment to such standards and any standards adopted by the Board of Education of the school district shall be provided by the Board of Education of each school district to each teacher on or before April 10 of each year.

B. The State Board of Education shall include the statutory grounds for dismissal and nonreemployment of career teachers within this standards document.

C. Standards which may be adopted by the Board of Education of a school district shall not conflict with state or federal law or standards promulgated by the State Board of Education.

D. In determining whether or not the professional performance of a teacher is adequate, the standards adopted by the State Board of Education shall be considered. Consideration may be given to any written standards of performance which have been adopted by any other education oriented organization or agency. Professional performance or

conduct of a teacher which is in compliance with standards adopted by the State Board of Education or the local Board of Education pursuant to Section 71 (Teacher Evaluation Section) of this act shall not be considered in support of any dismissal or nonreemployment action against the teacher.

(Section 6-101.22)

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

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

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

C. A teacher convicted of a felony shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued.

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

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

(Section 6-101.23)

A. The dismissal, suspension and nonreemployment provisions of the Teacher Due Process Act of 1990 shall not apply to:

- 1) Substitute teachers;
- 2) Adult education teachers; and
- 3) Teachers who are employed on temporary contracts.

B. The dismissal and suspension provisions of the Teacher Due Process Act of 1990 shall apply to teachers who are employed in positions fully funded by federal or private categorical grants, except that such teachers shall be employed only for the duration of the grant.

(Section 6-101.24)

A. When an administrator who has carried out an evaluation of a teacher as specified by Section 71 and 72 of this act identifies poor performance or conduct that the administrator believes may lead to a recommendation for the teacher's dismissal or nonreemployment, the administrator shall:

- 1) Admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and

2) Establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the nature and gravity of the teacher's performance or conduct.

B. If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation to the superintendent of the school district for the dismissal or nonreemployment of the teacher.

C. Whenever a member of a Board of Education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or nonreemployment of a teacher within the district, the administrator who has responsibility for evaluation of the teacher shall be informed, and that administrator shall comply with the procedures set forth in this section. If the administrator fails or refuses to admonish the teacher within ten (10) days after being so informed by the Board, superintendent, or other administrator, such Board, superintendent or other administrator shall admonish the teacher pursuant to the provisions of this section.

D. Repeated negligence in performance of duty, willful neglect of duty, incompetency, instructional ineffectiveness or unsatisfactory teaching performance, for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless and until the provisions of this section have been complied with.

(Section 6-101.25)

Whenever a superintendent decides to recommend that a teacher employed within the school district be dismissed or not reemployed, the superintendent shall state the recommendation in writing, setting forth the basis for the recommendation, and shall submit such recommendation to the Board of Education.

If the teacher subject to such recommendation is a career teacher, the recommendation shall specify the statutory grounds for which the recommendation is based.

If the teacher subject to such recommendation is a probationary teacher, the recommendation shall specify the cause for which the recommendation is based.

The superintendent shall also specify the underlying facts supporting the recommendation.

(Section 6-101.26)

A. Whenever a Board of Education receives a superintendent's recommendation for the dismissal or nonreemployment of a teacher, the Board shall mail a copy of the recommendation to the teacher by certified mail, restricted delivery, return receipt requested or by substitute process as provided by law. By the same means, the Board shall notify the teacher of such teacher's right to a hearing before the Board and the date, time and place set by the Board for the hearing, which shall be held within the school district not sooner than twenty (20) days or later than sixty (60) days after the teacher's receipt of notice. The notice shall specify the statutory grounds upon which the recommendation is based for a career teacher or shall specify the cause upon which the recommendation is based for a probationary teacher. Said

notice shall also specify the underlying facts supporting the recommendation. At such hearing, the teacher shall be entitled to all rights guaranteed under such circumstances by the United States Constitution and the Constitution of Oklahoma.

B. The hearing shall be conducted by the local Board according to procedures established by the State Board of Education.

C. Only after due consideration of the evidence and testimony presented at the hearing shall the local Board decide whether to dismiss or nonreemploy the teacher. The Board's decision shall be voted in open meeting. The Board shall also notify the teacher of its decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested or substitute process as provided by law. The Board's decision regarding a probationary teacher shall be final. At the hearing the burden of proof shall be by the preponderance of the evidence. The teacher will not receive compensation beyond this point.

(Section 6-101.28)

The applicable procedure in the event of a recommendation by the superintendent for the dismissal or nonreemployment of a teacher shall be that procedure provided by law on the date such dismissal or nonreemployment is recommended to the local Board of Education.

(Section 6-101.29)

Whenever the superintendent of a school district has reason to believe that cause exists for the dismissal of a teacher and is of the opinion that the immediate suspension of the teacher would be in the best interests of the children in the district, the superintendent or the local Board of Education upon receiving recommendation for suspension from the superintendent may suspend the teacher without notice or hearing. However, the suspension shall not deprive the teacher of any compensation or other benefits to which otherwise entitled. Within ten (10) days' time after such suspension becomes effective, the local Board of Education shall initiate a hearing for dismissal pursuant to law.

SECTION IV -Personnel Files

A. An official file for each teacher shall be maintained at the central administration office. In addition a file for each teacher will be kept in the principal's office where that teacher works. The file maintained in the principal's office shall contain certification documents, transcripts, loyalty oath and all documentation related to evaluation.

B. Teachers shall have the right, upon request, to review the contents of their personnel file and to receive copies of any documents contained therein.

SECTION V - Reduction in Force

It is the policy of the Eufaula Board of Education that, in the event it becomes necessary to reduce the professional staff of this school district, reduction-in-force at any level may be based on any of the following conditions:

- Decrease in revenue,
- Decrease in student enrollment,
- Changes in educational programs or curriculum,
- Cancellation of programs, or
- Any other circumstances determined by the board.

Definitions

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

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

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

In the event any of the above conditions occur, every effort will be made to accomplish the necessary reduction by attrition, voluntary resignation, or voluntary retirement. The primary basis used in determining the retention or reassignment of affected teachers and administrators when a school district implements a reduction-in-force plan shall be the ratings of the teachers and administrators as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE). Otherwise, reduction-in-force will be made according to the following procedures:

1. The position will be the determining factor in a reduction, not the teacher occupying the position.
2. The order of termination will be as follows:
 - A. A licensed teacher in an eliminated position will be terminated first.
 - B. A probationary teacher in an eliminated position will be terminated second. However, if a probationary teacher's certified for a position held by a licensed teacher, the probationary teacher will be reassigned to that position, and the licensed teacher will be terminated.
 - C. A career teacher in an eliminated position will be placed in a retained position in which the teacher is, at the time of the presentation of the recommendation to reduce force, certified by standard certification, provided the position is occupied by a probationary or licensed teacher.

- D. 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 presentation of the recommendation to reduce force.
- E. If there is more than one career teacher assigned to the position that is subject to being eliminated, the following criteria, in this order, will be used to determine which of the career teachers will be retained:
 - 1. Certification in a retained, teaching position that is open. A career teacher with standard certification for the retained position will be retained over a probationary teacher, and a probationary teacher will be retained over a licensed teacher.
 - 2. Seniority in continuous, full-time, contracted, certified employment in the district. (Approved medical leave shall not result in a break in service.)
 - 3. If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:
 - a. Years of teaching experience in the retained position in the local school district.
 - b. Academic degree status:
A teacher with a doctor's degree will be retained over a teacher with a master's or a bachelor's degree; a teacher with a master's will be retained over a teacher with a bachelor's degree.
- F. If there is more than one probationary teacher or more than one licensed teacher in the position being reduced, the criteria listed in E, 1 through 3, will be used in determining which probationary teacher or licensed teacher will be retained

III. Reemployment or Other Employment After Reduction in Force

A. For one school year after the effective date of nonreemployment due to a reduction in force, the Board of Education shall not fill the specific position previously held by a teacher who was nonreemployed due to a reduction in force without first offering such position to the nonreemployed teacher. If several nonreemployed teachers are both certified and qualified for a position which they previously held with the School District and which becomes available, the Board, after receiving the Superintendent's advice, shall select the teacher it believes will best fill the position. Nothing in the policy shall give to any nonreemployed teacher priority rights to fill a vacancy which becomes available and for which they are certified and qualified unless such position is identical to the position which they previously held with the School District.

B. The offer of reemployment shall be made personally or by certified mail, return receipt requested, and the teacher shall be notified that if he/she wishes to accept, he/she must do so in writing within five (5) calendar days of receipt of notice. Failure to receive acceptance within five (5) calendar days or rejection of the offer of reemployment eliminates all reemployment rights of the teacher.

C. A career teacher who has been nonreemployed and who is then reemployed within one (1) school year shall be reinstated as a career teacher. A probationary teacher who is nonreemployed but is then reemployed within one (1) school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

SECTION VI - Vacancies and Transfers

A. Notice of vacancies for certified positions shall be posted on the school district web site within (5) days after the vacancy has been determined to exist. The notice shall contain the following information: Date of posting; general position descriptions; and, certification requirements for the position.

B. Teachers may request a transfer by notifying the Superintendent, in writing, within five (5) days from the date the vacancy was posted. All qualified teachers requesting a transfer shall be interviewed by the Superintendent or his/her designee.

SECTION VII - Involuntary Transfer

If it becomes necessary to involuntarily transfer or reassign a teacher, a meeting will be held between the teacher and superintendent or designee in which rationale for the transfer will be provided to the teacher. Teachers will be notified as soon as possible when knowledge that a pending transfer is to be made.

The Board agrees to consider seniority along with other factors relating to the best interest of the school system when effecting an involuntary transfer.

SECTION VIII - Standards of Performance

The standards of conduct and performance as enacted by Oklahoma Statute and State Board regulations, and the Eufaula School Board will be adopted by the Eufaula School District and shall replace the general rule statement:(GBJA).

Any standards of performance and conduct proposed for adoption beyond those established by the State Board of Education shall be negotiated between the Board and the Association.

SECTION IX - Teacher Rights - Due Process

The Eufaula Board of Education will provide all teachers with their due process rights as guaranteed by Oklahoma statute and State Board regulation.

SECTION X - Complaints/Reprimands of Employees

If an employee has a complaint lodged against him/her , the employee shall have the right to submit a written response to the complaint. Such written statement shall be attached to and become a part of any records of the complaint.

SECTION XI - Teacher's Rights - Alcohol Addendums

No teacher shall be required to sign an addendum to their contract relating to alcoholic beverages which is not authorized by State and/or Federal Statute.

SECTION XIII - Employment of Oklahoma Retired Teachers

Oklahoma retired teachers may be employed with Eufaula Schools on a full-time or part-time basis following sixty days of separation from Oklahoma Public Schools.

Retired teachers employed on a full-time basis will be employed on a temporary contract and are individually responsible for complying with the OTRS post-retirement laws.

Effective with the 2011-2012 school year and beyond, a retired teacher that comes back to teach will start at zero experience but receive a step increase each year. The step will be comparable to the step other certified teachers receive.

OTRS regulations currently permit retired teachers returning to full-time employment to earn \$15,000 annually during the first 36 months of retirement and \$30,000 annually thereafter.

Oklahoma retired teachers who are employed on a part time status will be employed on a temporary contract following their sixty days of separation from the Eufaula Public Schools. Part time teachers will teach four consecutive classes per day unless by mutual consent of both the teacher and the district. Part time teachers contracted prior to this agreement (08-11-2003) shall be exempt from this restriction.

Part time (retired) teachers shall perform non paid duties that are assigned during their contract time (am or pm) and shall attend faculty meetings or make other arrangements with the principal.

Each part time teacher shall receive ten sick (work) days per year.

Retired teachers shall be required to participate in staff development activities. Retired teachers teaching full-time shall earn

40 points in a five year cycle and retired teachers teaching four hours or less per day shall earn 20 points in a five year cycle.

ARTICLE III - WORKING CONDITIONS

SECTION I - Facilities

1. The Board will attempt to provide workroom facilities for teachers to use during the work day.

2. The Board will attempt to provide teachers with all equipment necessary to perform their jobs.

3. Existing phones at each building level will be available for use by teachers in the conduct of their jobs. Teachers may use school phones for emergency personal business that cannot be conducted outside the work day at their own expense. All toll calls must be logged on forms provided for that purpose.

SECTION II - Planning Period

The Board shall attempt to provide each teacher with a planning period each day of not less than thirty (30) consecutive minutes for elementary teachers and forty five (45) minutes for secondary teachers.

SECTION III - Class Size

The Board shall comply with class size regulations and or exceptions as outlined by Oklahoma Statute and State Board regulations.

SECTION IV - Duty Free Lunch

A. The Board shall attempt to provide teachers with a minimum of thirty (30) consecutive minutes of duty free lunch.

B. Teachers not on duty may leave campus during their lunch period and shall notify their building principal or designee.

SECTION V - Equalization of Duties

A. The duty schedule shall be determined by the building administrator on a fair and equitable basis.

B. Information concerning the duty schedule will be provided to teachers in a timely and effective fashion.

C. Members of the Negotiating team (4) will be exempt from gate duty roster.

SECTION VI - Activity Passes

The Board will provide a pass to each teacher, spouse and child of the home who is age preschool through high school.

SECTION VII - Leaving the Building

Teachers may not leave their work station unless approved by the building principal or designee.

SECTION VIII - Work Day

The work day for teachers shall be 7 hrs. and 15 minutes. Teachers may be required to report earlier or stay later as needed for duty assignments, teacher's meetings, special projects or other appropriate reasons.

SECTION IX - Position Assignments

Each teacher shall be given written notice of that teacher's tentative teaching assignment for the following year by the end of the school year. Such notice will include such relevant information as is available at the time.

ARTICLE IV - ASSOCIATION RESPONSIBILITIES

SECTION I - Board Meetings

Association representatives desiring time on the agenda of a Board meeting shall notify the Superintendent at least five (5) days prior to the Board meeting. Such notice shall include the nature of the subject matter to be addressed.

SECTION II - Access to District Information

The Board agrees to allow the Association president or designee to make copies of district public documents up to a total of 200 per year at no cost provided the president or designee does the copying.

Financial and education information which is public knowledge under the Oklahoma Open Records Act will be available to Association members upon request at ten (10) cents per page.

SECTION III - Inter School Mail

The Association may use inter-school mail to disseminate information as approved by the building principal.

SECTION IV - Association Business

Association business may not be conducted during the teacher's work day.

SECTION V - Printing of the Negotiated Contract

The District agrees to copy the original Agreement for each teacher in the bargaining unit at a cost of ten (10) cents per page provided the

association reimburses the District at a rate of five (5) cents per page.

SECTION VI - Association Leave

The Association shall be provided five (5) days leave each year. The leave shall be used for designated Association members to attend the Delegate Assembly and other official OEA business related meetings upon the approval of the Superintendent of Schools. The Association will pay the cost of a substitute for each leave day used. Such leave shall be noncumulative.

SECTION VII - Association Bulletin Boards

The Association will have use of a bulletin board designated by the building principal for Association information, the exception being for political purposes. Information considered unacceptable by the principal shall be removed.

ARTICLE V - COMPENSATION

SECTION I - Extra Duty Schedule (2012-13)

Each employee will have a one-time option of requesting the mode of payment for extra duty pay. The options for payment include a one-time payment in May or twelve equal payments beginning in September. Gate duty pay will continue being paid in October, December, March and May.

Band

High School Band Director	5,000
High School Band Assistant Director	2,200
Middle School Director	1,400
7 th Band Assistant	400
6 th Band Assistant	300
HS Color Guard/Flag Instructor	2,200
HS Jazz Band Director	1,200

Baseball

High School Baseball Coach	5,000
Assistant Baseball Coach	1,300
M.S. Baseball Coach	1,300
(or amount proportionate to number of games played)	

Softball

Head Softball Coach (Spring)	5,000
Assistant Softball Coach (Spring)	1,300
Head Girls Softball Coach (Fall)	2,800
Assistant Softball Coach (Fall)	1,300
Middle School Softball	1,300

Football

HS Head Football Coach	5,000
HS Offensive/Defensive Coordinator	2,700

HS Assistant Football Coach	2,200
9th Grade Head Football	1,500
9th Gr. Asst. Football	1,000
8th Grade Head Football	1,250
8th Gr. Asst. Football	750
7th Grade Head Football	1,000
7th Gr. Asst. Football	500
Basketball	
H.S. Boys Basketball Head Coach	5,000
H.S. Boys Assistant Basketball	1,700
9th Grade Boys Basketball	1,200
8th Grade Boys Basketball	1,000
7th Grade Boys Basketball	800
6th Grade Boys Basketball	500
4 th & 5 th Boys Basketball (After School)	1,000
Jr. High Asst. Boys Basketball	1,500
H.S. Girls Basketball Head Coach	5,000
H.S. Girls Assistant Basketball	1,700
9th Grade Girls Basketball	1,200
8th Grade Girls Basketball	1,000
7th Grade Girls Basketball	800
6th Grade Girls Basketball	500
4 th & 5 th Girls Basketball (After School)	1,000
Jr. High Asst. Girls Basketball	1,500
Track	
H.S. Boys Track Head Coach	1,500
H.S. Asst. Boys Track	700
H.S. Girls Track Head Coach	1,500
H.S. Asst. Girls Track	700
Golf	
Head Golf Coach	2,500
Asst. Golf Coach	1,250
M.S. Golf Coach	1,300
M.S. Asst. Golf Coach	700
Powerlifting	
Head Powerlift Coach	2,500
Asst. Powerlift Coach	1,100
HS/MS Co-Ed Cross Country	1,500
Counselor	
High School Counselor	3,000
Jr. High Counselor	2,000
Elementary Counselor	2,000
Academic Team	

HS Academic Team Head Coach	2,000
HS Academic Team Assistant Coach	1,000
8 th Grade Academic Team Coach	600
6 th /7 th Grade Academic Team Coach	600

Spring sports stipends will be paid at the successful conclusion of the sport:

MS Baseball and golf
 HS Softball and track

- Performance through a quarterfinal game qualifies for a 20% increase.
- Performance through a semifinal game qualifies for a 30% increase.
- Performance through a final game qualifies for a 40% increase.
- Performance culminating in a state championship qualifies for a 50% increase.
- Performances qualify for only one increase of 20%, 30%, 40%, or 50%.
- Percentage increase will be paid to head and assistant coaches, band director and assistant directors, cheerleader sponsor and assistant sponsor, flag sponsor and academic team sponsors whose season is extended by team's success.
- Performance stipends will be paid only for OSSAA sanctioned team sports.

Others

National Honor Society	800
National Junior Honor Society	800
HS Cheerleader Sponsor	5,000
HS Asst. Cheerleader Sponsor	1,000
MS Cheerleader Sponsor (No asst.)	3,000
MS Cheerleader Sponsor (with asst.)	2,000
MS Asst. Cheerleader Sponsor (if needed)	1,000
Student Council	1,500
District Textbook Coordinator	1,200
District Testing Coordinator	5,000
Site Testing Coordinator (3)	1,500
Competitive Speech	1,400
Staff Development Chair	300
Staff Development Secretary	300
Staff Development member (5)	250
Advanced Placement Coordinator	500
Advanced Placement Teachers	600
Alternative Education Reports	
Preparation and Filing	1,500
District ISIS Administrator	2,000
HS Vocal Music Director	2,500
MS Vocal Music Director	1,250
Vocal Music Assistant Director(6 th - 12 th)	1,250
H.S. Yearbook	3,000
Elementary Yearbook	500
Prom Committee	1,000
Title IX	600

Gate Keepers (per event)	30
Homecoming Gate Keepers (entire game)	90
Football Gate Duty	60
Saturday School Teacher (guaranteed 1hr.)	20/hr
Virtual School Director/Teacher	5,000
Math Science Club Sponsor	500
Mentor Teacher/Clinical Fellowship Superv	500
CPI TRAINER	1,000
Special Education Portfolios	250

If there is more than one sponsor, the money will be divided according to a written agreement between the parties.

Activity teachers and sponsors shall be required to put in adequate time outside the normal workday with such responsibilities.

Employees that want to do gate duty will sign up at the beginning of the year meetings in August each year. Any gate duty assignments not filled will be assigned by the Athletic Director using an alphabetical list of teachers, starting with the name where the list ended the previous year.

When a new position is created by the Board, following negotiations in a contract year, the association will be notified regarding the creation of the position and the amount paid for the position. The amount paid will become negotiable at the next negotiation session.

All Eufaula School certified staff members assigned to any duty, through their lunch period, will receive free lunch.

All certified employees shall receive in addition to compensation provided in salary schedule a \$500 dollar stipend at Christmas provided funding is available.

Beacon registration fee for all employees is free.

Certified Speech Pathologist shall receive a stipend of 10 percent of the 2/3 amount Medicaid billed (on an individual basis) at the end of the school year.

School Nurse shall be reimbursed for mileage and uniforms purchased every other year starting 2013.

SECTION II - Payroll Deductions

Upon written and signed authorization from the teacher, the Board shall make the following deductions, where applicable, from the teacher's payroll warrant:

- A. OEA-NEA Dues;
- B. Teacher Retirement;
- C. Health Insurance;
- D. Cancer Insurance;

- E. Life Insurance;
- F. Salary Protection;
- G. Annuities.

Authorization to deduct and/or cancel must be made on or before the 1st day of any month. A group of ten (10) or more employees must participate in a given company program to be eligible for a payroll deduction.

SECTION III - Contractual Obligations

Contractual obligation to the Eufaula Public Schools shall not exceed 190 days in accordance with Oklahoma Statute.

SECTION IV - Pay Period

Employees covered by this agreement shall be paid on the 20th of each month. If the 20th falls on Saturday, the employee will be paid on the 19th. If the 20th falls on a Sunday, the employee will be paid on the 21st. Any situation which arises which is not covered by this policy will be dealt with on an individual basis.

SECTION V - Mileage Reimbursement

The Board agrees to pay employees at the rate established by the I.R.S. per mile for use of personal vehicles in the performance of work assignments or other employer business when authorized in writing by the employee's immediate supervisor. Reimbursement will not include travel between school sites within the District. Travel logs must be submitted with authorization when claiming for reimbursement. Mileage will be computed for the shortest route according to a state map in determining reimbursement.

SECTION VI - Lump Sum Payments

Teachers shall receive the remaining monies due them at the end of the work year as soon as feasible following receipt of revenues due the school district sufficient to cover warrant issues.

SECTION VII - Retirement

The Board shall pay the individual teacher retirement contribution to the Teacher Retirement System as a part of the total compensation reflected in Section X of the negotiated contract.

SECTION VIII - Staff Development Reimbursement

The Board shall provide to the teachers any staff development reimbursement which is fully funded and required by the State Department of Education.

SECTION IX - 2012-13 SALARY SCHEDULE AND TEACHER RETIREMENT CREDIT

For the 2012-13 contract year, the compensation schedule will place every teacher on the appropriate step and lane on the schedule in accordance with their degree, experience, and hours.

Each teacher will receive the Teacher Retirement Credit as reflected on the salary schedule.

SECTION X(A) - BACHELOR'S DEGREE SALARY SCHEDULE 2013-14

Yrs. Of Exp.	Total Salary	State Flex Benefit	Salary+ Fringe	State Retire Credit	District Paid Retire	District Paid Life	Base Salary
0	37914	5394	32600	61	2221	51	\$30,267.00
1	38289	5394	32975	104	2204	51	\$30,615.75
2	38664	5394	33350	146	2189	51	\$30,964.50
3	39039	5394	33725	189	2172	51	\$31,313.25
4	39414	5394	34100	234	2153	51	\$31,662.00
5	39814	5394	34500	279	2136	51	\$32,034.00
6	40214	5394	34900	326	2117	51	\$32,406.00
7	40614	5394	35300	373	2098	51	\$32,778.00
8	41014	5394	35700	422	2077	51	\$33,150.00
9	41414	5394	36100	472	2055	51	\$33,522.00
10	42264	5394	36950	522	2065	51	\$34,312.50
11	42689	5394	37375	574	2042	51	\$34,707.75
12	43114	5394	37800	627	2019	51	\$35,103.00
13	43539	5394	38225	681	1995	51	\$35,498.25
14	43964	5394	38650	736	1970	51	\$35,893.50
15	44389	5394	39075	792	1943	51	\$36,288.75
16	44814	5394	39500	849	1916	51	\$36,684.00
17	45239	5394	39925	907	1888	51	\$37,079.25
18	45664	5394	40350	967	1858	51	\$37,474.50
19	46089	5394	40775	1027	1827	51	\$37,869.75

20	46514	5394	41200	1088	1796	51	\$38,265.00
21	46939	5394	41625	1151	1763	51	\$38,660.25
22	47364	5394	42050	1214	1730	51	\$39,055.50
23	47789	5394	42475	1279	1694	51	\$39,450.75
24	48214	5394	42900	1344	1659	51	\$39,846.00
25	48639	5394	43325	1411	1622	51	\$40,241.25
26	49064	5394	43750	1411	1652	51	\$40,636.50
27	49489	5394	44175	1411	1681	51	\$41,031.75
28	49914	5394	44600	1411	1710	51	\$41,428.00
29+	50340	5394	45025	1411	1741	51	\$41823.25
30+	50844	5394	45450	1411	1771	51	\$42218.00

31+	51450	5568	45882	1411	1801	51	42619.00
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SECTION X (B) - MASTER'S DEGREE SALARY SCHEDULE 2013-14

Yrs. Of Exp.	Total Salary	State Flex Benefit	Salary+ Fringe	State Retire Credit	District Paid Retire	District Paid Life	Base Salary
0	39114	5394	33800	61	2305	51	\$31,383.00
1	39489	5394	34175	104	2288	51	\$31,731.75
2	39864	5394	34550	146	2273	51	\$32,080.50
3	40239	5394	34925	189	2256	51	\$32,429.25
4	40614	5394	35300	234	2237	51	\$32,778.00
5	41014	5394	35700	279	2220	51	\$33,150.00
6	41414	5394	36100	326	2201	51	\$33,522.00
7	41814	5394	36500	373	2182	51	\$33,894.00
8	42214	5394	36900	422	2161	51	\$34,266.00
9	42614	5394	37300	472	2139	51	\$34,638.00
10	43889	5394	38575	522	2178	51	\$35,823.75
11	44314	5394	39000	574	2156	51	\$36,219.00
12	44739	5394	39425	627	2133	51	\$36,614.25
13	45164	5394	39850	681	2109	51	\$37,009.50
14	45589	5394	40275	736	2083	51	\$37,404.75
15	46014	5394	40700	792	2057	51	\$37,800.00
16	46439	5394	41125	849	2030	51	\$38,195.25
17	46864	5394	41550	907	2002	51	\$38,590.50
18	47289	5394	41975	967	1971	51	\$38,985.75
19	47714	5394	42400	1027	1941	51	\$39,381.00
20	48139	5394	42825	1088	1910	51	\$39,776.25
21	48564	5394	43250	1151	1877	51	\$40,171.50
22	48989	5394	43675	1214	1843	51	\$40,566.75
23	49414	5394	44100	1279	1808	51	\$40,962.00

24	49839	5394	44525	1344	1773	51	\$41,357.25
25	50264	5394	44950	1411	1736	51	\$41,752.50
26	50689	5394	45375	1411	1765	51	\$42,147.75
27	51114	5394	45800	1411	1795	51	\$42,543.00
28	51539	5394	46225	1411	1824	51	\$42,939.00
29+	52045	5394	46650	1411	1855	51	\$43334.25
30+	52470	5394	47076	1411	1884	51	\$43730.00
31+	53070	5568	47502	1411	1913	51	44127.00

SECTION XI - Duration

This Agreement represents the full and complete agreements of the parties. The Agreement shall remain in full force and effect and bind the parties until replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement.

SECTION XII - Insurance

Each employee who participates in the District's approved health insurance plan shall have one hundred percent paid toward the cost of their health insurance. Any teacher who does not take the health insurance shall receive \$69.71 per month in additional salary.

SECTION XIII - Planning Period

Any teacher who teaches a regularly assigned class during his/her planning period shall be paid at the rate of 1/7 of his/her base salary.

SECTION XIV - Teacher Work Year

On May 1st the tentative last day of the contract year will be announced to the teachers. This day will not be changed unless deemed necessary by the Administration. The teacher's work year shall not exceed 190 days.

SECTION XV - Advanced Placement Teacher Stipend

Any Advanced Placement teacher who attends an AP Workshop not held during school hours will be reimbursed in the form of a stipend at the rate of \$50.00 per day.

SECTION XVI - Retirement Incentive

For 2011-2012, and subsequent school years, all Eufaula Certified Personnel will be entitled to a one (1) time retirement incentive payment upon his/her retirement, but only if he/she meet all the following conditions.

- A. The retiring employee must be 50 years of age by the effective date of his/her resignation for purposes of retirement from the employ of Eufaula Public Schools.
- B. The retiring employee must have been employed in a full time capacity by Eufaula Public Schools for a minimum of five (5) consecutive years—immediately preceding his/her retirement date. All retirement incentives under this provision must be based on consecutive years of service, immediately preceding retirement, to Eufaula Public Schools.
- C. The retiring teacher must notify the superintendent of his/her intent to retire at the end of the school year by certified mail, return receipt requested no later than **April 1st** of the school year in which retirement is be taken. NOTE: In some cases a teacher may, due to unforeseen events, decide they need to retire after the December 31 deadline has passed. In these cases a certified employee may be eligible to obtain a retirement incentive, and may be paid an incentive , in whole or in part, but only if the retiree meets all other requirements for the incentive. Determination of the retiree's eligibility in these cases is SOLELY AT THE DISCRETION OF THE EUFAULA BOARD OF EDUCATION, and will be determined on a case by case basis.

The amounts of retirement incentive to be paid to a retiring qualified certified employee are categorized below; and will be paid on the last day of the employee's retirement year's contract.

- A. Certified employees employed at least five (5) years at the time of retirement will receive a \$4,000.00 retirement incentive.
- B. Certified employees employed at least ten (10) years at the time of retirement will receive a \$5,000.00 retirement incentive.
- C. Certified employees employed at least fifteen (15) years at the time of retirement will receive a \$6,000.00 retirement incentive.
- D. Certified employees employed at least twenty (20) years at the time of retirement will receive a \$7,000.00 retirement incentive

SECTION XVII - Additional Testing Reimbursement

Any certified employee taking a test to add an area of certification to his/her certificate, will be reimbursed the amount of the test provided a passing score is achieved.

SECTION XVIII - Committee Assignments

Anyone serving on a committee will finish the term given even when transferring to other buildings within the district.

ADDENDUM 1 TO 1993-94 ECTA NEGOTIATED CONTRACT

FAMILY AND MEDICAL LEAVE

1. Reasons for Leave

Eligible employees may apply for this leave for the following reasons:

A. In the event of a birth of a child of the employee, to take care of that child;

B. In the event of placement of a child with the employee for adoption or foster care;

C. In order to care for the spouse, a child or parent of the employee due to a serious health condition;

D. In the event of a serious health condition of the employee that makes the employee unable to perform the functions of the employee's job.

2. Eligible Employees

An eligible employee is one who has worked in the District for at least twelve months and 1,250 hours.

Leave requested under 1.A or 1.B must begin and end within twelve months of the birth or placement.

3. Nature of Leave

This leave is an unpaid leave, provided:

A. For leave requested under 1.A, 1.B, or 1.C, the District may require the employee to substitute any accrued paid vacation, personal business or family leave provided by the District;

B. For leave requested under 1.C or 1.D, the District may require or the employee may choose to substitute any accrued paid vacation, personal business, medical or sick leave provided by the District.

4. Procedures

A. An employee shall apply for the leave by filling out the Family and Medical Leave Request Form located in the central office. Upon verification by the District, the leave requested shall be granted, provided:

5. Verification

In the case of leave requested under 1.C or 1.D, the District retains the right to require verification by the appropriate health care provider. It is the responsibility of the requesting employee to provide a copy of such verifications to the District when requested.

Proper verification shall state:

A. date on which the condition began;

B. the probable duration of the condition;

C. the medical opinion of the health care provider;

D. for leave requested under 1.C, a statement that the employee is needed to care for the appropriate individual.

E. for leave requested under 1.D, a statement that the employee is unable to perform the functions of the position.

At District expense, the District may require the employee to obtain a second opinion of a health care provider designated or approved by the District.

If the two opinions differ, the District may require at District expense that the employee obtain a third opinion of a health care provider designated or approved jointly by the District and the

employee. The opinion of the third health care provider shall be final and binding.

6. Notice

Employee should apply for leave as soon as the employee is aware of the need for the leave.

In the case of birth or placement of a child, application should be made at least thirty days in advance of the day the leave is requested to begin.

In the case of a serious health condition as defined in 1.C or 1.D, if planned medical treatment is the basis for the leave the employee should schedule the treatment in a manner that will not be disruptive to the efficient operation of the District. Application should be made at least thirty days before the date the leave is to begin or as soon as practicable.

7. Return to Work

Upon returning to work from the leave, the employee shall be guaranteed either the same position previously held by the employee or an equivalent position. While on leave, the employee shall suffer no loss in benefits, but neither shall benefits accrue during the period the employee is on leave, except for coverage the District offers under a group health plan.

For leave requested under 1.D, the district requires appropriate certification that the employee is able to resume work.

If the employee fails to return to work, and the reason is not a serious health condition or other circumstance beyond the employee's control, then the District may recover from the employee the premium paid for maintaining the employee's group health coverage during the leave.

The District may require certification that the employee is unable to return to work, either that the employee is unable to perform the functions of the position or that the employee is needed to care for a spouse, child, or parent.

FAMILY AND MEDICAL LEAVE REQUEST FORM

Date_____

Name_____

Position_____

Type of leave requested (please be specific)

- 1) birth of a child of the employee,
to take care of that child_____
- 2) placement of a child with the employee
for adoption or foster care_____
- 3) to care for the spouse, a child or parent of the
employee due to a serious
health condition_____
- 4) a serious health condition of
the employee_____

Date you wish leave to begin_____

Date you expect to return to work_____

If leave is requested under 3) or 4) above, please give name and address of health care provider with knowledge of the health condition.

Received by_____ Date_____