

**2024-2025**

**CONTRACT**

**BETWEEN**

**VALLIANT**

**CLASSROOM**

**TEACHERS**

**AND**

**BOARD OF**

**EDUCATION**

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**PROCEDURAL**

**AGREEMENT**

## PROCEDURAL AGREEMENT

### I. PURPOSE

**1.1** The Board of Education of the *Valliant Public Schools* and the *Valliant Classroom Teachers Association* recognize the need for an orderly process of communication for administering employer/employee relations which conform with Oklahoma Statutes 05-70-509.1 through 05-70-509.10.

**1.2** The Board and the CTA firmly believe that the primary function of the Board and its professional staff is to assure each student attending the Valliant Schools the highest level of educational opportunities attainable. The Board recognizes that teaching is a profession and the Board and the CTA believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation and effective communications exist between the Board and its professional staff.

### II. RECOGNITION

**2.1** This Agreement is made and entered into by and between the *Valliant Classroom Teachers Association*, hereinafter termed the "CTA," and the Valliant School District.

## PROCEDURAL AGREEMENT

**2.2** The Board hereby recognizes the CTA as the exclusive representative for the bargaining unit consisting of all certificated and licensed employees, who do not hold supervisory authority with respect to other certificated and licensed employees, of the *Valliant Public Schools*. The Board agrees not to recognize any other employee organization as the representative of the members 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 in regular negotiation sessions.

**2.3** The Board and/or the CTA shall not discriminate against any person regardless of membership or nonmembership in the CTA or for participation or nonparticipation in any phase of the bargaining process. In accordance with 70 O.S. 509.2 any person who desires not to be represented by the CTA may so state in writing to the Board.

### III. SCOPE OF BARGAINING

**3.1** The Board and the CTA agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment. To negotiate in good faith shall mean both parties must be willing to consider proposals in an effort to find a mutually satisfactory basis for agreement and must be willing to discuss their respective contract proposals. If either party objects to the other's contract proposals, the objecting party must support its objections with rationale.

**3.2** The Board retains and reserves unto itself, without limitations, 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** There shall be no negotiations on managerial policy including but not limited to the functions and programs of the District, the determination of the District's budget, the organizational structure of the schools, and the selection of personnel.

### IV. DEFINITIONS

"Board" means the Board of Education of Independent School District I-11 of McCurtain County, Oklahoma.

"CTA" means the Valliant Classroom Teachers Association and its affiliated organizations, which is the exclusive bargaining agent for the bargaining unit.

"Days" means calendar days except when otherwise indicated in this Agreement.

"District" means the employer known as the School District I-11 of McCurtain County, Oklahoma.

"Immediate Supervisor" means the supervisor to whom the employee (teacher) directly reports.

"Employee" means a person who is a member of the bargaining unit as defined in Article 1.1 of this Agreement.

"Agreement" means this Negotiations Procedural Agreement and all articles, which are subsequently approved and made a part of the Agreement. The agreements in the Contract Section on the Negotiations will be so designated.

### V. NEGOTIATIONS PROCEDURES

#### 5.1 Negotiation Teams

**5.1.1** The Board and the Association shall each exchange in writing, at the first negotiation session, the names of not more than five (5) 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.

**5.1.2** All bargaining shall take place between the designated representatives of the parties. The representatives of each party shall have authority to make proposals and counter proposals and to reach tentative agreements subject to mutual ratification by the parties.

Tentative agreements between negotiators are not binding on the Board or the CTA, but merely indicate the negotiators' willingness to recommend ratification of the item or items tentatively agreed on to the Board and the CTA.

**5.1.3** Upon request, the parties shall provide each other with available information regarding negotiations. The District will provide the CTA with any information allowed by the Oklahoma Open Records Act. Such information shall be provided as soon as possible following the request.

**5.1.4** Official release of information will be done by mutual agreement only. Provided that each team may release information to their constituency as they deem necessary.

## **5.2 Opening Negotiations.**

**5.2.1** Between March 15 and April 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 it desires there to be negotiations for that year. If no such request is made during the time period above, negotiations will not take place for the ensuing year and the current contract will remain in effect for the ensuing year.

**5.2.2** The first negotiation session shall occur on a mutually agreeable date.

**5.2.3** The CTA and the Board shall submit a list of all of their non-money negotiation proposals at the first session. Subsequent non-money proposals may be submitted only upon mutual agreement of the two parties. Money proposals may be submitted throughout the course of negotiations. Proposals may be submitted throughout the course of bargaining if such proposals are necessitated by a change in statute and/or State Board of Education regulations. Failure of either party to propose the changing of a previously negotiated item prior to the beginning of negotiations in any given year shall constitute mutual ratification of that item or items for the ensuing fiscal year.

## **5.3 Negotiations Sessions**

**5.3.1** Only members of the respective negotiation teams and their respective legal counsel may be present during negotiation sessions. Other parties may be permitted to be present only by mutual agreement of the parties.

**5.3.2** No recordings or official transcripts shall be made without mutual agreement of the parties.

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

**5.3.4** Negotiation sessions shall be scheduled at times, which will not interfere with the teacher work day and the educational programs of the district.

**5.3.5** During negotiation sessions, either party may call for a caucus at any time.

**5.3.6** By mutual agreement at the table, any team member may speak to any issue on the table.

## **5.4 Tentative Agreement**

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

**5.4.2** When tentative agreement is reached on any item, it shall be reduced to writing, and signed and dated by the spokesperson of each time.

**5.4.3** When a tentative agreement is reached on all items, they shall be submitted first to membership of the CTA for ratification and then to the Board of Education. Tentative Agreements become final agreements and thus part of the master agreement upon ratification by the CTA and the Board.

## **VI. IMPASSE**

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

**6.2** Within two (2) days of such declaration, the parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service. The timelines set forth herein may be extended by mutual agreement of the parties.

**6.3** 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:

**6.3.1** A fact finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the CTA and one (1) member shall be selected by the Board, within five (5) days. The third member shall be selected by the first two (2) members as follows:

The parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a list of potential fact finders from the State Superintendent. Within ten (10) days of being notified that a fact finder is needed, the State Superintendent of Public Instruction or designee shall provide the names of five (5) potential fact finders selected at random from the list of appointees who are available to serve as a member and the chairperson of the committee. The parties shall select the fact finder from the five names.

If no name is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the other party's list. The parties will then continue alternately striking names off each others' list until only one (1) name remains. The remaining name shall be considered as the parties' selection as the third member who will be the chairperson of the fact finding committee.

**6.3.2** The committee shall meet with the Board's duly designated representatives and with the CTA'S representatives for the purpose of fact finding.

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

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

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

**6.3.6** All hearings by the fact finding committee shall be conducted in closed session.

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

**6.3.8** If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the CTA. 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 representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements, as provided for by this section, either party may discontinue such effort.

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

## **VII. SAVINGS CLAUSE**

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

**7.2** Following the ratification of the Procedural Agreement and the Contract Agreement, the terms and provisions of the Agreements shall be incorporated into and considered a part of the established policies of the Board.

**7.3** Copies of the Agreement shall be made available for all persons hereafter employed or considered for employment by the District.



## **VIII. DURATION OF AGREEMENT**

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

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

## **IX. MAINTENANCE OF STANDARDS**

**9.1** This Agreement represents the full and complete agreement between the Board and the CTA. The parties agree that the items contained in the negotiated Agreement between the Board and the CTA and subsequently ratified by both parties will not be altered except through the negotiations process in accordance with this Procedural Agreement.

## **X. NO STRIKE CLAUSE**

The procedure provided herein for resolving impasse shall be the exclusive recourse for the CTA. It shall be illegal and a violation of this Agreement for the CTA or the members of the bargaining unit to strike or threaten to strike as a means of resolving differences with the Board.

## **XI. SIGNATURES**

In witness here of the undersigned officers and representatives of the Board and CTA do hereby affix their signature, thereby binding the parties to the terms and provisions of this agreement.

SCHOOL DISTRICT;

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Spokesperson

CLASSROOM TEACHERS ASSOCIATION

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Spokesperson

# SECTION I

## GENERAL SECTION

## SECTION I - GENERAL CONTRACT

### Article I - Statement of Agreement

**1.1** The Valliant Board of Education of Independent School District No. 1-11 of McCurtain County, and the Valliant Classroom Teachers Association hereby enter into this Collective Bargaining Agreement.

- (a) Hereinafter this Collective Bargaining Agreement shall be referred to as the "Agreement."
- (b) Hereinafter the Valliant Board of Education shall be referred to as the "Board."
- (c) Hereinafter the Valliant Classroom Teachers' Association shall be referred to as "CTA."

### Article II - Duration of Agreement

**2.1** Upon ratification by the Board and by the CTA, 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 the parties agree upon an amendment. This Agreement when duly ratified and signed by authorized representatives of the parties shall be retroactive to the beginning of the contract year, beginning with 1991-92 school year.

### Article III - Procedural Agreement

**3.1** The Procedural Agreement for Negotiations between the Board and CTA, agreed upon and effective March 18, 1991 shall be attached to this Agreement.

### Article IV - Definitions

**4.1** The following definitions shall apply throughout this Agreement.

Agreement -- This contract duly ratified and signed by the Board and CTA.

Board -- The elected or appointed, policy-making body governing the Valliant School District.

Board Policy -- A course of action adopted by the Board.

Career Teacher -- (1) A duly certified teacher who has completed three (3) or more consecutive complete school years of teaching service in the Valliant Public School District under a written contract, as provided by law.

CTA -- The Valliant Classroom Teachers Association

Days -- Calendar days unless otherwise specifically stated.

District -- The Valliant Public Schools. District 1-11 of McCurtain County, Oklahoma.

Duty Free -- Under normal circumstances, involves no assigned supervision of students.

Employee -- (see Teacher)

Immediate Supervisor -- The principal or other Administrator 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 Valliant Public School District under a written contract, as provided by law.

School -- Any work locations in which teachers perform their job functions.

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 Valliant Public School District, or employed by the Valliant Public School District during the duration of this Agreement excluding only administrative or supervisory personnel.

Transfer/reassignment -- Any change in class, grade level, or subject matter.

### Article V - Nondiscrimination Clause

**5.1** The Board and the CTA shall not discriminate against any teacher or prospective teacher on the basis of race, color, creed age, sex, religion, national origin, political affiliation, domicile, marital status, physical handicap, membership in a professional organization or participation in the activities of such an organization.

### Article VI - Savings Clause

**6.1** Should any part of this agreement be declared illegal by statute, court of competent jurisdiction, or Attorney General's opinion, said part shall be automatically deleted from this Agreement to the extent it violates the law. The remaining provisions shall remain in full force and effect for the duration of this agreement, if not affected by the deleted part. By mutual agreement negotiations shall commence within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

### Article VII - Contract Reference

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

### Article VIII - Printing of Agreement

**8.1** Printing and distribution of the Negotiated Agreement shall be the responsibility of the CTA. The Board agrees to allow the CTA to use the District copying machines and also agrees to provide the necessary paper to print the copies.

# **SECTION II**

# **WORKING CONDITIONS**

## **SECTION II - WORKING CONDITIONS**

### **Article I - Personnel File**

**1.1** An official file shall be maintained in the office of superintendent. Unofficial working files shall be maintained in the office of each principal. The file shall contain but not be limited to the following; current contracts, current transcripts, current teaching certificates, letters of recommendation, letters of criticism and commendation, and annual summary of staff development points, and documentation of used and unused sick leave. All evaluation material will be placed in separate file(s), one in the office of the superintendent and one in the office of the teacher's principal. Access to these evaluation files shall be limited to the teacher and/or designee, the superintendent, the principal or the members of the Board acting in an official capacity.

**1.2** Material that may adversely affect 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. The teacher shall receive a copy of said material at no cost to the teacher, at the time of filing. The teacher shall have the right, within (10) days, to affix a written response to said material.

**1.3** A teacher, or upon written authorization, the teacher's designee, may review the contents of the teacher's official files during normal business hours, but not during the time the teacher is supervising students. The teacher is entitled to receive a copy of any documents contained therein with the teacher paying the cost of reproduction. A teacher reviewing the contents of his/her file shall be entitled to a representative of his/her choice to accompany him/her during such a review.

**1.4** Access to a teacher's official file will be limited to: the teacher or the teacher's designee, district employees who have a need to review the file in order to complete a job responsibility, members of the Board of Education, the State Department of Education upon official request, otherwise as required by law.

**1.5** Any allegations or anonymous charge which is unproven through a thorough investigation shall not be placed in a teacher's official file.

**1.6** The District shall keep a log in each personnel file indicating the persons who examine a file as well as the dates and the purpose such examinations are made. Such log shall be available for examination by the teacher or his/her authorized representative.

**1.7** Evaluatory material in an employee's personnel file which is three (3) years old shall be removed from the file upon request of the employee.

### **Article II - Complaints/Teacher Discipline**

**2.1** No interview or meeting between a complaining parent and teacher shall be set by the administration, until the teacher has a reasonable opportunity to know what it is about and get records relating to the situation. The term "Teacher" refers to all certified instructional staff (teachers, librarians, etc.) In the event a student disciplinary action is brought before the board; discussion regarding the action may be made in executive session in accordance with the Oklahoma Open Meeting Statues. The board will make the decision to discuss the matter either in executive session or in open session.

**2.2** All complaints against a teacher must be substantiated and documented through a complete and thorough investigation before disciplinary actions are taken.

**2.3** Teachers shall have the right to be faced by a complainant before disciplinary action is taken.

**2.4** No teacher shall be disciplined without a full and complete investigation of the incidents leading to a disciplinary action.

**2.5** Whenever a disciplinary action is initiated against a teacher then the following procedural requirements shall apply:

#### **A. Issuance of advance notice**

1. The teacher must be given no less than ten (10) calendar days written notice of the proposed action except in the incident requiring immediate suspension.
2. The notice of disciplinary action shall:
  - A. State the reasons for the proposed action in detail.
  - B. Inform the teacher where the material relied upon for the proposed action may be reviewed.
  - C. Inform the teacher of the right to reply in writing prior to disciplinary action being taken.
  - D. Inform the teacher that he/she will remain in a normal pay status until the matter is resolved.

### 3. Notice of Final Decision

- A. The teacher shall receive notice of final decision at the earliest possible date following the resolution of the incident.
- B. The notice of the decision shall be signed and dated and inform the teacher of: a) the reason(s) for the decision; b) the effective date of the action; c) his/her rights under the appropriate grievance appeal procedure.

### **Article III - Duty Free Lunch**

**3.1** Teachers will be afforded the opportunity to provide input to the principle regarding duty free lunchtime. Every effort will be made to provide as much duty free time as possible with the goal of at least 20 consecutive minutes.

### **Article IV - Preparation Time**

**4.1** Classroom teachers in grades six (6) through twelve (12) shall be scheduled for preparation time of one (1) class period each day.

**4.2** Classroom teachers in grades pre-kindergarten (Pre-K) through five (5) shall be scheduled for a minimum of two hundred and twenty-five (225) minutes of preparation time each week. Every effort will be made to schedule planning time in blocks of no less than thirty (30) consecutive minutes.

**4.3** Said preparation times shall be scheduled during the times that students are under the supervision of specialized teachers such as art, music, library, and physical education. When teacher absences occur in special education, computer, art, music, and physical education substitutes will be provided whenever possible.

**4.4** When necessary, the principal may require teachers to forgo preparation time to accept responsibilities related to the school. The principal shall assign teachers to duties during preparation time on a rotating and equitable basis.

**4.5** This preparation period may also, in an emergency situation, be used for providing replacement service for a temporarily absent teacher. The principal shall ask for volunteers and shall distribute replacement assignments equitably.

**4.6** Teachers are expected to utilize preparation time for school related activities only.

**4.7** Teachers may leave the building with approval of the principal or designee.

### **Article V - Teaching Facilities**

**5.1** The Board will strive to provide adequate, healthy, and safe teaching facilities at each school.

**5.2** Teachers shall have access to a private telephone. Cell phone use should not interfere with the teacher's professional duties.

**5.3** Teachers shall be provided with a private workroom/lounge at each school. However, if no classrooms are available due to increased enrollment, the lounge may be converted into a classroom.

### **Article VI - Teacher Reference Materials**

**6.1** The student handbook and board policy manual will be made available on the school website.

**6.2** A copy of the above materials shall also be provided to the CTA.

### **Article VII - Report Date**

**7.1** The dates that progress reports or grade reports are to be issued shall be established and provided to each teacher at the beginning of each school year.

**7.2** A weekly bulletin with school related events and dates shall be distributed on or before Friday of the preceding week, except in emergency circumstances.

**7.3** Teachers will work with the site principal to establish a monthly bulletin which lists all known events. Monthly bulletins will be made available to teachers as soon as they are finished. Each site will post the bulletin each month.

**7.4** Except in emergency circumstances, if any change is made in the schedule of grade reports or procedures, teachers shall be notified at least five (5) days in advance. If other major event changes occur, every effort will be made to notify teachers in advance.

## **Article VIII - Supplies**

**8.1** Teachers shall request supplies from the principal. Requested supplies shall be provided as soon as practicable considering budgetary and distribution constraints.

**8.2** Copies of Purchase Orders for supplies when recommendations shall be returned to the teacher as soon as possible after the administrative staff meeting where such Purchase Orders are reviewed.

**8.3** Each teacher shall have a computer for personal use in planning and recording grades.

**8.4** If funds are available, up to \$150 per teacher will be provided to each site for use by teachers for supplies and/or equipment. In addition Art Teachers will receive an additional \$150 for art supplies.

## **Article IX - Keys or Electronic Key**

**9.1** Teachers may receive a set of keys or electronic keys upon request to the site principal. The principal will determine the procedure for checking the keys or electronic keys in and out to teachers.

**9.2** During the summer months, teachers may request a set of keys from the principal or the Superintendent. Teachers who receive a set of keys must return them to the appropriate administrator in the manner specified by the administration.

## **Article X - Criminal/Civil Proceedings**

**10.1** Teachers shall immediately report cases of assault or property damage suffered by them in connection with their employment to their principal or other immediate supervisor. The incident will be immediately reported to the Superintendent.

**10.2** Legal counsel employed by the district may be available to provide assistance and counsel to the affected teacher and/or the Administration and Board in resolution of the incident if appropriate.

**10.3** Time lost by a teacher for medical or legal reasons in connection with any such incident shall not be charged against the teacher.

**10.4** Any workman's compensation paid to the teacher for time lost in relation to assault or job related injury will be reimbursed to the school.

## **Article XI - Notification of Assignment**

**11.1** Teachers shall be notified of their tentative teaching assignment for the ensuing year prior to the last day of school. Teachers notified of reassignment may meet with the Principal and/or Superintendent to request reassignment.

**11.2** In the event a change of assignment is to be made, the teacher shall be notified promptly and given the opportunity to resign rather than accept the change of assignment, only if a qualified replacement is available. Teachers who have been reassigned shall have first notification and consideration if their previous position becomes available.

**11.3** Coaching and other extra duty assignments shall be made as soon as possible following the hiring of teachers.

## **Article XII - Open Campus**

**12.1** Teachers may leave campus during duty free lunchtime upon notification to the site principal. Teachers may leave the campus during other times in the workday on the approval of the site principal.

## **Article XIII - Teacher Work Day**

**13.1** Providing that assigned duties do not require otherwise, the teacher's workday will be from 7:45 am to 3:35 pm. The day before holidays and all days when there are no scheduled classes the next day, the teachers' day will end at the same time as that of the student.

**13.2** Meetings, conferences or other school related functions required by the administration may extend beyond the teacher work day.

**13.3** Under normal circumstances, such meetings and/or functions will not be held more than once per week and will not normally be scheduled on the days preceding holidays or vacation periods.

**13.4** Except in emergency situations, teachers shall be notified of meetings and/or conferences in advance.

**13.5** Teachers shall have the right to suggest items to be placed on the agenda.

**13.6** Teachers will be paid \$35 per event. Teachers will be allowed to sign up for games on a voluntary basis. After all teachers have had the opportunity to volunteer, the Support Staff will have the opportunity to volunteer for the remaining games. After all staff have had an opportunity to volunteer, any remaining unfilled spots will be assigned, on a rotating equitable basis. Pay for the events will be received as a stipend to be paid once in December and once in May. Teacher's who do not show up for assigned athletic events should expect appropriate disciplinary action.

**13.7** Teachers that volunteer or are assigned must assure the position is covered, or be subject to disciplinary action.

#### **ARTICLE XIV - RIGHT TO REPRESENTATION**

**14.1** Teachers shall have the right to have a representative of their own choosing present whenever attending a conference with an administrator during which the teacher is receiving any disciplinary action.

**14.2** If while attending a non-disciplinary conference, it is determined that a teacher is to receive disciplinary action, the teacher may ask that the conference be rescheduled in order for the teacher to secure a representative.

**14.3** A teacher may request to have a representative present at any conference.

**14.4** If a teacher requests a conference with an administrator, he/she has the right to representation of his/her choice. The administrator also has the right to representation in such cases.

#### **Article XV - VACANCIES AND TRANSFERS**

**15.1** Dated notice of vacancies or newly created positions for certified positions shall be emailed to faculty and posted on the faculty bulletin board and at each school within five (5) days after the vacancy has been determined to exist. The notice shall contain information pertinent to the vacant position whenever applicable.

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

**15.3** During the months of June, July, and August, vacancies shall be emailed to teachers.

**15.4** Teachers employed in the district may apply and shall be considered for such vacancies before applicants from outside the district shall be considered. Seniority in the District will be a factor, along with the educational needs of the District and the educational qualifications of the applicant in the consideration of the transfer application.

#### **ARTICLE XVI - INVOLUNTARY TRANSFER**

**16.1** If it becomes necessary to involuntarily transfer or reassign a teacher, a meeting will be held between the teacher and the superintendent.

**16.2** When an involuntary transfer is deemed necessary, the principal will consider the educational needs of the students and determine the grade level and/or subject area where the transfer can best be made.

**16.3** When selecting a teacher to be transferred, every attempt will be made to facilitate the transfer with a voluntary transfer first. The principal shall review and consider the individual qualifications of teachers, which shall include certification, educational training, experience, and special skills. If all of the above qualifications are equal, the teacher with the least seniority, which is defined as continuous years of teaching in the district, shall be transferred.

**A.** When the district has fully executed and exhausted all components within Article 15 Vacancies and Transfers and Article 16 Involuntary Transfer language of this negotiated agreement, and the district cannot hire a teacher to fill the needed position from outside of the district, the administrator may execute an involuntary transfer, considering both the needs of the students the teacher is being pulled away from and the students the teacher will be newly placed in front of. It is the intent of the district to use an involuntary transfer as the last possible resort, when all other means to find a teacher for the vacant position has failed. The District understands that pulling a teacher from the position he/she was originally in can be more harmful to the overall instruction and safety of students than placing that teacher in a new position needing filled. If the moving of a teacher to a new position requires the teacher on a continuing contract with the district to go through the process of emergency or alternative certification, and that teacher for any reason cannot gain certification for the position he/she has been involuntarily transferred to, then that teacher shall be placed back into the position he/she held before being involuntarily transferred.

**B.** Valliant CTA will follow the Oklahoma State Department of Education guidelines regarding emergency certified teachers who do not pass the teacher certification test to obtain certification by the deadline imposed by the Oklahoma State Department of Education.

**16.4** Should the teacher wish, his/her written reason objecting to the transfer, shall be placed in his/her official personnel file.

#### **Article XVII - Grades**

**17.1** Each teacher's grading system must be within the guidelines of the School System's goals and objectives in relation to grading.

**17.2** Teachers retain the right to determine the individual grades of each of their students within the District's guidelines. Once a grade has been given, the grade will not be changed without the approval of the teacher, unless the principal determines that the grade is inconsistent with the requirements of 17.1 above.

**17.3** If a grade is changed, the change will be noted and signed by the person making the change.



**17.4** Student promotion/retention decisions shall be made by the administration, utilizing input from the teacher.

#### **Article XVIII - Student Discipline**

**18.1** Teachers shall be required to enforce student discipline in accordance with Board policies, guidelines and regulations.

**18.2** Disruptive students may be sent to the principal's office in accordance with the Board policies, guidelines, and regulations.

**18.3** Students who have been removed from the classroom because of disruption will be returned to the classroom upon the judgment of the Administrator in charge. The teacher and, if necessary, the parent of the student will be consulted prior to returning the student to the classroom.

#### **Article XIX - Parent/Teacher Conference**

**19.1** Teachers shall be required to be in attendance for no more than six (6) hours, exclusive of lunch, on parent/teacher conference day(s).

**19.2** One Parent/Teacher conference will be held each semester as determined by the calendar committee.

**19.3** If unusual circumstances require a conference outside the normally scheduled day, such conference time will be arranged among the teacher, the parent, and the principal.

#### **Article XX - Visitors**

**20.1** Anyone, other than an administrator or member of the Board, desiring to visit a teacher's classroom must have prior approval of the principal and the teacher.

#### **Article XXI - Adult or Community Education**

**21.1** Participation in the adult or community education program shall be voluntary. Currently employed teachers shall be considered for such positions before applicants from outside the system are considered.

#### **Article XXII - Dress Code**

**22.1** Each teacher shall be dressed in a professional manner or school community casual for his/her teaching assignment or duty schedule. School community casual is representative of Valliant Public School.

#### **Article XXIII - First Aid Treatment**

**23.1** Persons on staff who are trained and certified will be designated at each building.

**23.2** Teachers shall not be required to administer medication to pupils. However, a teacher may administer medication if he/she has been designated in writing by the school nurse, or the County Health Department nurse and his/her principal as authorized to administer said medication.

#### **Article XXIV - School Calendar**

**24.1** The Superintendent, with input from faculty, will present the proposed calendar to the School Board. The School Board maintains the right to change the calendar at any time during the year. The Superintendent, with input from faculty, will present the proposed calendar to the School Board. The School Board maintains the right to change the calendar at any time during the year.

**24.2** In emergency situations: such as ice, snow, loss of water, or electricity, the school days will be transitioned to "virtual learning" days.

#### **Article XXV - Enrollment in classes**

**25.1** The site principal may allow input from teachers regarding the enrollment of students in their respective classes.

**1.1** A Middle School and High School committee will be appointed by the CTA for the purpose of examining the current and future class scheduling for the High School and Middle School. These committees will provide input to the principal regarding current scheduling and will provide input and assistance to the principals in the planning for future scheduling.

**25.3** The Board agrees to abide by all State Department of Education rules, regulations and exceptions regarding class size. (As indicated in Appendix H – State Department Standards.)

**Article XXVI Drug Testing Policy**

**26.1** The School District may request or require an employee to undergo drug and/or alcohol testing as set forth below when the superintendent at any time reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following: (Valliant BOE Policy DCC-R)

- a. Drugs or alcohol on or about the employee's person or the employee's vicinity.
- b. Conduct on the employees' part suggests impairment or influence of drugs or alcohol.
- c. A report of drug or alcohol use while at work or on duty.
- d. Information that an employee has tampered with drug or alcohol testing at any time.
- e. Negative performance patterns, or
- f. Excessive or unexplained absenteeism or tardiness.

# **SECTION III**

## **REDUCTION IN FORCE**

## SECTION III - REDUCTION IN FORCE

### Article I - Reasons for a Reduction in Force

**1.1** A career teacher may be nonreemployed or a probationary teacher may be dismissed or nonreemployed when the board decides that due to (i) a financial exigency or (ii) a program change for institutional reasons or (iii) a decline in enrollment or (iv) other business necessity as determined by the Board, which necessity requires a reduction in the teaching staff, the School District cannot enter into contractual obligation to one or more teachers for a future school year, or as to probationary teachers, cannot continue to meet existing contractual terms.

### Article II - Definitions

**2.1** For the purpose of this policy, the following terms have the stated meanings:

- (a) "Financial exigency" means a reduction in the School District's financial resources resulting from declining enrollment or any other action or event that in the judgment of the board of education will result in a reduction in the School District's current or future operating budget.
- (b) "Program change" means any elimination, curtailment or reorganization of a curriculum offering, program or school operation or a reorganization or consolidation of two or more individual school districts that is unrelated to financial exigency.
- (c) "Declining enrollment" means a decrease in the School District's enrollment which in the judgment of the board of education may adversely affect the School District's current or future allocation of funds and/or the necessity of maintaining certain current or future class sections or offerings.

### Article III - Criteria for Eliminating Positions

**3.1** The primary criterion in effectuating any reduction in force shall be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the School District. In evaluating its program, the superintendent and the board will consider the elimination of teaching positions, not the teachers occupying those positions. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum and the needs of students. Probationary teachers in position to be eliminated will be nonrenewed or dismissed before career teachers.

### Article IV - Bumping

**4.1** Only those teachers who have an average three year ranking of at least effective will be given bumping rights. If three years of rankings are not available, the district will use an average of available years. In order to bump, a teacher must be certified in the position they seek to move into, must have higher ranking, and must meet all state and federal requirements necessary to hold that position.

**4.2** In the event a teacher eliminated through RIF is certified to hold a position other than the one being eliminated, said teacher may bump another teacher in that position, as long as the teacher has an average composite ranking score that is greater than the other teacher.

**4.3** If the composite ratings of the teachers in the affected positions are the same then the following, in this order, shall control bumping:

- a. seniority in the district (as stated above)
- b. number of certifications held
- c. total years of teaching experience
- d. a lot drawing made by the Superintendent, in the presence of an authorized representative of CTA

### Article V - Career Teachers

**5.1** In determining which career teacher(s) will be nonreemployed when one or more of a number of identical positions is eliminated, the following criteria, in this order, shall govern:

- (a) The School District will retain the career teacher with the most advanced academic degree status, as defined in Article IV, section 4.2, (c) of this policy.
- (b) If degree status is equal, the School District will retain the career teacher having the most versatile certificate in order to enable the School District to have flexibility in planning future curriculum.
- (c) If the versatility of certificates is equal, the School District will retain the career teacher having seniority, as determined by the number of complete, consecutive school years of employment in the School District.
- (d) If seniority is the same, the School District will retain the career teacher chosen by lot.

### Article VI - Procedures

**6.1 Action by Superintendent**--The superintendent, upon receipt of the board's preliminary determination of the necessity for a reduction in force, or upon his own volition, shall submit to the board his written recommendations for terminating particular teaching positions. In making his recommendations, the superintendent (i) shall not be limited to considering only positions in the areas or

programs designated by the board and (ii) shall consult with each principal or area supervisor in whose school or unit a termination is proposed and (iii) shall take into consideration the criteria set out herein.

**6.2 Action by Board**--In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation, the board may initiate action without such recommendation provided that it adheres to the other provisions of this policy.

**6.3 Pre-nonreemployment Hearing**--If after considering the superintendent's recommendation, or if acting on its own volition, the board determines that it may be necessary to nonreemploy one or more teachers in order to effectuate a reduction in force, the board, prior to taking any action to effectuate a reduction in force or non-renew any teacher's contract, shall cause written notice of that fact to be sent by certified mail, return receipt requested, to each individual who may be non-reemployed. The notice shall state the date, time and place of the board meeting at which the action will be considered and shall include a statement that the employment contract of the teacher may not be renewed for the ensuing school year due to a reduction in force. The notice shall also advise the teacher of his right to attend the board meeting and present his position as to why such action of non-reemployment due to a reduction in force should not be taken. The pre-non reemployment hearing shall be conducted prior to 1<sup>st</sup> Monday in June and notice of the board's action at such meeting shall, prior to 1<sup>st</sup> Monday in June, be mailed to the teacher by certified mail, return receipt requested restricted delivery. The hearing shall be conducted not sooner than twenty (20) days nor later than sixty (6) days after the notice. Only after due consideration of the evidence and testimony presented at the hearing shall the local board decide whether to nonreemploy 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.

**6.4 Hearing**--At the hearing evidence may be presented by the administration and teacher, as to (i) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the School District and (ii) whether the recommendation to not renew (or dismiss) the specific teacher is being made in good faith and pursuant to this policy.

#### **Article VII - Reemployment or Other Employment After Reduction in Force**

**7.1 Recall**--For one calendar year after the effective date of nonreemployment (or dismissal) due to a reduction in force, the board of education shall not fill the specific position previously held by a teacher who was nonreemployed (or dismissed) due to a reduction in force without first offering such position to the nonreemployed (or dismissed) teacher.

**7.2 Vacancies**--When a vacancy occurs within the system, employees who have been terminated due to reduction in force shall be given opportunity for reemployment. They shall be reemployed in reverse order of their reduction provided they have or are eligible for the necessary certification for the open position.

**7.3 Recall Procedures**--The offer of reemployment shall be made by certified mail, return receipt requested, and the teacher shall be notified that if he wished to accept, he must do so in writing within ten (10) calendar days of his receipt of notice. Failure to receive acceptance within ten (10) calendar days or rejection of the offer of reemployment eliminates all reemployment rights of the teacher.

**7.4 Status After Recall**--A career teacher who has been nonreemployed and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is nonreemployed (or dismissed) but is then reemployed within one 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.

#### **Article VIII - Other Employment**

**8.1** Non-reemployed teachers shall have first consideration in filling any teacher assistant positions, or substitute teacher positions.

**8.2** Any teacher who is hired/reassigned to teach in a new, experimental, or federally funded program shall have consideration according to Articles IV and V to be reassigned to a comparable position or to a mutually acceptable position for which he/she is certified if such position is/becomes available and the new, experimental, or federally funded program is discontinued.

**8.3** Any teacher initially employed for a program which is later discontinued shall be reassigned according to the criterion in 8.2 above.

#### **Article IX - Attrition and Early Retirement**

**9.1** In the event of a reduction in force, every effort will be made to accomplish the necessary reduction by normal attrition, voluntary resignation, or voluntary retirement.

# **SECTION IV**

# **COMPENSATION**

## SECTION IV - COMPENSATION

### Article I - Compensation 2024-2025

- 1.1** Change: For the 2024-2025 contract year, the Board agrees to compensate teachers according to the attached Salary Schedule.
- A) The Board agrees to provide teachers that do not participate in the Health Choice medical insurance plan with a flexible-benefit equal to the current rate in lieu of state reimbursement rate as long as funds are provided by the state for this purpose.
  - B) The Board agrees to provide teachers that do participate in the Health Choice medical plan with a flexible-benefit to be used for the purchase of insurance at the current state reimbursement rate as long as funds are provided by the state for that purpose.
- 1.2** All teachers shall be credited with teaching experience as allowed and approved by the State Board of Education.
- 1.3** Teachers shall be placed on the appropriate degree classification as verified by official records provided through the certifying agency. Such certification shall be made by September 1 of the contract year.
- 1.4** Pay Date -A payday will be established the same 15th each month or before if 15th falls on a holiday or weekend. Spring Break does not constitute a holiday for pay purposes.
- 1.5** For the 2024-2025 contract year, the district will continue to pay \$1000.00 above base salary per year.
- 1.6** The Board agrees to reimburse teachers at the present board policy rate per mile for use of their personal vehicle, when a district owned vehicle is not available, to perform duties for the school. Such must be approved by the teachers' immediate supervisor. Reimbursement will be made monthly if notice is given to the Superintendent's office in sufficient time prior to that month's Board meeting.
- 1.7** For the 2024-2025 school year, the board will have in place a cafeteria fringe benefit program that is separate from the salary schedule. Employees may access any element of the fringe program but will not be required to access it.
- 1.8** Teachers who are not full time shall be paid the prorated amount they would qualify for as a percentage of the workday.
- 1.9** The district shall establish a fund of \$5000 to be used to fund professional training for teachers. A committee of Administrators and teachers shall be established by the Administration and CTA to develop guidelines and to deal with appeals. In special circumstances, additional funds may be provided by the Administration and/or Board.
- 1.10** (a) Any teacher who is required to use their planning period time to substitute for another teacher, shall receive one (1) day of additional sick leave for each six periods spent in substitution.
- (b) If a teacher agrees to teach during their planning period for a regularly scheduled class the teacher shall be paid on a range from \$3000 to \$5000 for the year or at the extra duty pay whichever is less. Any agreement to do this must have prior approval of the Superintendent.
- 1.11 Compensation for Required Workshops**--If teachers are required by the District to attend workshops or seminars during non-school hours, they shall be compensated at the rate of \$8 per hour above expenses. Any stipends received will be deducted from the compensation.
- 1.12 Annuity Committee**--A committee of one teacher from Middle School, Elementary, and High School and one administrator will be established to study tax sheltered annuity programs available as payroll deduct and to make recommendations in regard to these programs.
- 1.13** Documented meal cost will be reimbursed for overnight travel only and will be reimbursed in an amount not to exceed \$45 per day. The cost of meals will not be reimbursed if the meals are included as complementary and/or with the meeting registration. The cost of snacks will not be reimbursed. The cost of meals and incidental expenses for group meetings conducted for the general improvement of the school system may be approved as a separate item by the board. If overnight travel is not involved, and/or a meal is not provided as part of the workshop or a part of a legitimate business meeting relating to school business, no meal reimbursement will be made by the district.
- 1.14** If requested by the principal, teachers who successfully pass certification tests will be reimbursed for the costs of the test.

## **Article II - Extra Duty Salary Schedule**

**2.1** For the 2024-2025 contract year, the Board and the Association agree to compensate teachers for extra duties according to the schedule attached in Appendix E with the following provision:

**2.2** In the event a new position is created by the board following the conclusion of bargaining the CTA President and the bargaining spokesperson will be notified and will have the opportunity to provide input to the Superintendent regarding the compensation for the position. The compensation for the position will become negotiable at the next available session.

## **Article III Teacher of the Year Compensation**

**1.1** Each building Teacher of the Year will receive a \$250 stipend in addition the Valliant Teacher of the Year will receive an additional \$500 when the portfolio is submitted to the state department.

## **Article IV Extra Duty Assignments**

1. "Extra Duty" assignments in no way grants tenure to the teacher in the "Extra Duty" assignment.
2. "Extra Duty" assignments can be terminated by the Superintendent, upon Board approval, at any time during the school year. If termination occurs, the teacher will receive a percentage of comp equal to the percent of the extra duty performed.
3. The "Extra Duty Assignment Memorandum" is completely severable from the teacher's teaching contract.
4. The "Extra Duty" assignment is not subject to the continuing contract law of the State of Oklahoma. This "Extra Duty" assignment applies only for the current school year and does not provide the teacher with any assurance this assignment will continue in later school years.
5. With the exception of coaches (\*see Section VII Article X 10.1), neither a reason nor a hearing shall be provided to the teacher whenever an "Extra Duty" assignment is terminated. Notice of termination, either written or oral, shall be provided to the teacher by the Superintendent.



# SECTION V

# LEAVE

## **SECTION V - LEAVE**

### **Article I - Sick Leave**

**1.1** The Board shall provide each teacher ten (10) days of leave. Teachers on eleven-month contracts will receive eleven (11) days each year and those on twelve-month contracts will receive twelve (12) days each year.

**1.3** Unused leave days may accumulate to a maximum of seventy (70) days. For retirement purposes only, leave may accumulate to one hundred twenty (120) days.

**1.4** On the first workday of each year, the Board will advise each teacher, in writing, as to the number of leave days he/she has accumulated.

**1.5** Although it is normally required that a teacher obtain prior approval to use sick leave, the teacher may be required after three (3) consecutive days to provide certification of illness by a medical doctor, or other appropriate evidence of illness in order to receive sick leave for an absence.

**1.6** Upon retirement, a teacher will be paid a retirement bonus for unused sick leave earned in this district at the rate of \$35/day up to the maximum of 70 days. For the purpose of this item, days applied to additional years of service for retirement are considered to be used. Any additional days above these will be paid at the rate of \$15 per day.

**1.7** If, after exhausting all sick and personal leave, a teacher is absent from his/her duties due to personal accidental injury, illness, or pregnancy, the teacher shall receive for a period of not to exceed twenty (20) days his/her full contract salary less the amount:

1. actually paid a certified substitute teacher for his/her position if a certified substitute is hired; or (may fluctuate with minimum wage changes.)
2. normally paid a certified substitute teacher for his/her position if a certified substitute is not hired; or (may fluctuate with minimum wage changes.)

**1.8** When no leaves or absences exclusive of jury duty and school business, any teacher will receive a cash bonus of: \$350 per year will be established for perfect attendance (0 absences), \$300 for up to and including one (1) day absent, \$250 for up to and including two (2) days absent, \$200 for up to and including three (3) days absent. The bonus will be paid during June of each year.

**1.9** The Valliant Public School District does not offer any form of paid "Medical Leave" that would exist outside of the use of regular sick leave policies.

### **Article II- Personal Business Leave**

**2.1** Each teacher shall be granted two (2) days of personal business leave at no deduction for a substitute and one (1) day at sub deduct. Personal business leave is defined as business that could not be conducted at times other than the scheduled workday. Unused personal business leave will convert to an individual's sick leave.

**2.2** Teachers must submit a request for personal leave at least one week in advance to the building principal.

**2.3** The administration may deny the use of a particular personal business day if the absence on that day would cause undue hardship on the district.

**2.4** Except in specific situations, personal business leave may not be used during the following times: first or last week of school, the day(s) immediately preceding or following a holiday or vacation period, and days when school remains in session despite adverse weather conditions. With administrator approval at least one (1) personal business leave may be used during the aforementioned times.

**2.5** Any Leave is not intended to be used for other Employment (moonlighting).

### **Article III - Professional Leave**

**3.1** Teachers may apply to the principal for leave to attend professional meetings, workshops or conferences. If the leave request is granted, the teacher shall not suffer a loss in pay or accumulated leave benefits for such absence.

### **Article IV - Leave Of Absence**

**4.1** The Board may grant a career employee a leave of absence for up to one (1) year. Reasons for leave of absence must be submitted to the Board for consideration prior to the Board Meeting in which the decision will be made.

**4.2** Application for leave of absence without pay which is to be effective at the beginning of a school year will be made on or before May 1. Applications which are to be effective other than at the beginning of a school year should be made at least three (3) months before the requested effective date. In the event that the above dates for application cannot be met, the teacher shall still receive consideration of his/her application.

**4.3** Sick leave which has occurred previous to approved leave of absence shall be reinstated. Additional sick leave or personal leave shall not be granted for the period of leave.

**4.4** Upon return, the employee will be assigned to the same or comparable position that he/she held prior to such leave. An exception will be granted when the employee has gained additional certification, or requests another available position.

#### **Article V - Legal Process Leave**

**5.1** Teachers shall be granted leave to serve on a jury or as a witness subpoenaed in a criminal, civil, or juvenile proceeding. A teacher serving as a juror or subpoenaed witness shall be paid his/her full contract salary less any compensation received for such service, exclusive of any expense reimbursement.

#### **Article VI - Military Leave**

**6.1** Teachers who are ordered to active duty or service by a branch of the Armed Forces of the United States shall receive 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. Upon termination of leave, the teacher shall be returned to the same position or a comparable position within the teacher's certification area.

**6.2** Teachers on military leave may continue to participate in any fringe benefit program for which they are eligible by making appropriate arrangements with the Administrative Office.

#### **Article VII - Emergency Leave**

**7.1** Teachers shall be granted 1 day each year for emergencies not covered by any other category of leave. This leave shall be granted at no loss of pay if the teacher provides proof of a catastrophic event. An emergency is defined as a catastrophic event beyond the prior knowledge of the teacher, and which requires the teacher to be absent from his/her job as a result of the event.

**7.2** Any leave covered by other leave policies may not be used as Emergency Leave.

#### **Article VIII - Bereavement Leave**

**8.1** Teachers shall be granted a total of three (3) days paid bereavement leave to be used in the event of the death of a member of the immediate family. In the case of a death of a child or spouse of a teacher, and in the case of the attendance of a funeral of an immediate family member 200 miles or more away, additional days may be granted upon application to the Superintendent. Appropriate documentation will be required upon return.

**8.2** Immediate family shall be defined as spouse, parents, children, siblings, grandparents, corresponding in-laws, aunts, uncles, nieces, nephews, or persons residing in the household who are considered part of the family.

**8.3** Sick or personal leave may be used to attend the funeral services of any other person.

#### **Article IX - Family And Medical Leave Policy**

**9.1** Under FMLA, eligible employees are entitled to up to 12 weeks of unpaid leave per year to care for a newborn or newly-adopted child, to care for the employee's child, parent, or spouse with a serious health condition, or to care for the employee's own serious health condition.

**9.2** To be eligible and entitled to FMLA leave, an employee must have worked for the Valliant School District for one (1) school year or 1,250 hours.

#### **9.3 Definitions:**

- (a)** Covered employer - To be covered the District must employ fifty or more employees for each working day during each of twenty or more calendar work weeks in the current or preceding calendar year.
- (b)** Serious health condition - means an illness, injury, impairment, or physical or mental condition that involves: inpatient care in hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
- (c)** Health care provider - means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State; or capable of providing health care services.
- (d)** Parent - means the biological parent of the employee or an individual who stood "in loco parentis" to the employee. This is a legal term, which means basically the person who raised the employee.
- (e)** Child - means a biological, adopted, or foster child, a stepchild, a legal ward, or a child or a person standing in loco parentis, who is: under eighteen years of age; or eighteen years of age or older and incapable of self-care because of a mental or physical disability.
- (f)** Available alternative position - must have equivalent pay and benefits; and better accommodate the leave than the employee's regular position.

- (g) Instructional employee - an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting, including: teachers, athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired.

**9.4 Health Benefits--**The employer must maintain any existing health insurance benefits for the employee during the period of leave on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period. This means that the employer is required to continue to pay its share of health care premiums while the employee is on FMLA leave.

#### **9.5 Intermittent Leave**

- (a) If the instructional employee requests "intermittent leave" (e.g., two days a week for a ten-week period) to care for a family member or for the employee's own serious health condition, and the leave will require the employee to miss more than 20 percent of the total working days in the period during which the leave would extend, then the employer can require the employee to choose either to take leave for the entire period of care/treatment, or to transfer to a temporary, alternative position that has equal pay and benefits.

- (b) Leave taken near the end of an academic term shall be treated the same as all other leave under this policy.

**9.6 Notice--**The employee must give the employer 30 days notice when the need for leave is "foreseeable", (e.g., the birth of a child). An employer can require medical certification to support a request for leave because of a serious health condition.

#### **9.7 Verification**

- (a) In the case of leave requested to care for the spouse, a child or parent of the employee due to a serious health condition; or in the event of a serious health condition of the employee that makes the employee unable to perform the functions of his/her job 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 verification 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. if leave is taken to care for an individual a statement that the employee is needed to care for the appropriate individual;
  - E. if leave is taken because of a serious health condition of the employee a statement that the employee is unable to perform the functions of his/her position;
- (b) At District expense, the District may require the employee to obtain a second opinion of a healthcare provider designated or approved by the District.
  - (c) 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.

**9.8 Procedures--**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.

#### **9.9 Return to Work--**

- (a) Upon returning from FMLA leave, the employee is entitled to be restored to his/her original job or to an equivalent position with the same pay, benefits, responsibilities, and other employment terms in the same or a geographically proximate worksite.
- (b) If leave was taken because of an employee's serious health condition then the District may require appropriate certification that the employee is able to resume work.
- (c) 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.
- (d) 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.

#### **9.10 Moonlighting During FMLA Leave**

1. It is the School's policy to prohibit outside employment while an employee is on a leave of absence where benefits may be maintained or received. The Superintendent and/or designee may develop a uniformly applied policy governing and permitting outside or supplemental employment during FMLA leave. If the Superintendent or designee does not develop such a procedure, the School's policy prohibiting outside employment shall apply. Employees abusing leave may be subject to discipline or discharge.
2. **Conflict of Interest/Outside Employment.** An employee cannot engage in outside employment or activity for monetary gain that interferes with or detracts from the ability to function in his or her employment with the district. Employees who wish to engage in outside employment, while on FMLA Leave, must submit a written approval from that employee's doctor. Approval for outside employment will be determined by the employee's doctor upon which the Principal and Superintendent will be notified.

#### **Article X - Notification Of Leave**

**10.1** Teachers shall notify the principal of the need to utilize leave for the purpose of absence from work. Such notice of absence shall be reported as soon as possible in order to ensure substitute coverage.

**10.2** If a teacher believes there is a need to be absent from work for any reason not covered by an approved category of leave, the teacher may request an unpaid leave from the Superintendent. If the leave is approved, an amount equal to one (1) day's pay will be deducted for each day of such absence.

**10.3** In the event school is closed for bad weather or other emergencies, no leave days previously arranged for that day by the teacher shall be deducted.

**10.4** For all leave purposes, any leave more than one (1) hour and less than three (3) will be considered ½ day charged to the appropriate leave category. Any leave of one (1) hour or less is not chargeable and will be worked out with the principal.

#### **Article XI - Sick Leave Bank**

**11.1** The Board shall provide a Sick Leave Bank for all members of the bargaining unit. Participation in the Sick Leave Bank is voluntary. A committee of one Administrator and two members of the bank shall certify the contributions thereto and rule on applications for use of the bank. The representatives of the members shall be appointed in August each year by CTA. The Board agrees to honor withdrawals there from upon proper certification by this committee.

**11.2** The Board agrees to furnish thirty days as a start up for the sick leave bank (This will be a one time contribution).

**11.3** Each member of the bargaining unit who joins the bank will be assessed one day of sick leave upon 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 300 days. No more days will be added except from new enrollees until the bank is depleted to below 300 days. When the Sick Leave Bank total falls below the minimum 300 days, each active member will be assessed one day each. This assessment will be made at the time of enrollment as a Sick Leave Bank member, that being the first official school day.

**11.4** Additions will be made to the bank at the beginning of each school year according to the above limitations.

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

**11.6** A retiring teacher with extra sick days may contribute those to the bank.

**11.7** At the end of the school year any unused personal days may be credited to the sick leave bank at the request of the employee (See Article II - Personal Business Leave).

**11.8** Only those members of the bargaining unit who are participants in the Sick Leave Bank shall be eligible to withdraw days, and then only after his own sick leave has been exhausted, which includes the 20 days sub-deduct.

**11.9** Days withdrawn from the Sick Leave Bank shall be used for absences resulting from personal illness, accidental injuries, maternity, or illness in the immediate family.

**11.10** Members withdrawing sick leave days from the bank will not have to replace those days except as a regular contribution member to the bank

**11.11** In accordance with HB 1080, qualifying employees may receive up to one hundred (100) days of donated sick leave during total district employment, and sick leave may even be shared by an employee in one district with an employee in another school district if the Boards of Education of both school districts agree.

#### **Article XII – Miscellaneous**

**12.1** Under no circumstance may an employee use leave in any form for the purpose of gainful employment (moonlighting).

**12.2** All leave must be used for its intended purpose.

# **SECTION VI**

# **ASSOCIATION RIGHTS**

## **SECTION VI ASSOCIATION RIGHTS**

### **ARTICLE I USE OF FACILITIES**

**1.1** After scheduling with the Superintendent, Principal, or designee, the Association may use school facilities for meetings of the Association or its affiliates.

**1.2** Such meeting may only be held if they do not interfere with other scheduled activities of the district.

**1.3** If such meetings cause the district to incur any additional costs, including but not limited to: Overtime pay for custodial staff, utility expenses or additional security, the Association agrees to reimburse the district for said costs.

### **ARTICLE II INFORMATION DISTRIBUTION**

**2.1** The Association shall be permitted to distribute information related to the official business of the Association by placing such material in the individual school mailboxes of teachers and on a bulletin board in the teachers' workroom/lounge and through email.

**2.2** Such material shall not suggest, urge, or propose any action by a teacher to violate, ignore, or resist any terms of this Agreement, administrative regulation or policy.

**2.3** Political campaign material other than that directly related to the Association may not be distributed or posted by the Association.

**2.4** School Board Meeting agenda will be emailed to the staff as soon as available in advance of the meetings.

### **ARTICLE III USE OF EQUIPMENT**

**3.1** The Association may use district-copying equipment.

**3.2** The use of such equipment may only occur outside the teacher's workday and at times the equipment is not being used for instructional or administrative copying.

**3.3** Anyone using district-copying equipment on behalf of the Association must record the proper amount of copies made on a log sheet provided at each copying machine.

### **ARTICLE IV AVAILABILITY OF INFORMATION**

**4.1** The Board shall make available to the Association, upon written request, any public information necessary for administering this Agreement within ten (10) days of the request if information is available.

**4.2** Information already compiled and duplicated will be provided at no cost to the Association.

**4.3** Information that must be compiled and/or duplicated will be provided at a cost of ten (10) cents per copy for duplication.

**4.4** For all regular, special and emergency Board meetings, a copy of the agenda will be available in the Superintendent's office as soon as it is posted. The board will forward minutes to the President of the Association as soon as possible after approval.

**4.5** Agendas will be provided and sent to the President and Building Representatives through school mail when posted.

**4.6** In the summer the Association will supply stamped self addressed envelopes for mailing of the agenda to the Association President when Board packets are mailed.

**4.7** A copy of the Superintendent's Report shall be sent to the CTA President the day following the board meeting.

### **ARTICLE V – COMMITTEE MEMBERSHIP**

**5.1** When the need arises for the formation of a committee to work on areas affecting teachers, the CTA President will be notified about the committee and association members will have an opportunity to be considered for membership on the committee.

**5.2** Teachers who receive information regarding available grant funding will provide that information to the superintendent as soon as possible. If the board determines the need for grant writing teams the CTA President will be notified and association members will have an opportunity to be considered for the grant writing team. No more than 2 teachers will be appointed to the teams from each building level; elementary, middle school, high school.

### **ARTICLE VI – RETIREMENT FUND DONATION**

**6.1** The administration shall create and provide an Optional Payroll Deduction Form to deduct the ONE-TIME \$10 donation from the paychecks of any certified employees who choose to participate in the Retirement Fund.

# **SECTION VII**

# **EVALUATION**



## **SECTION VII EVALUATION**

### **ARTICLE I GENERAL PROVISIONS**

**1.1** The primary purpose of teacher evaluation shall be for the improvement of instruction. Teacher evaluation is intended to be a positive, developmental, and continuous process.

**1.2** All formal monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher and an administrator makes a digital evaluation of a teacher's performance.

**1.3** Informal observations shall not be done through the use of eavesdropping, public address systems, or similar surveillance devices.

**1.4** Any informal observation that could result in a negative evaluation or reprimand shall be brought to the teacher's immediate attention in writing within five (5) working days.

**1.5** The board and the association agree that all non-renewals and/or termination will be carried out in compliance with statutory due process procedures.

### **ARTICLE II RESPONSIBILITY FOR EVALUATION**

**2.1** All teachers will be evaluated by certified administrative personnel who have participated in the required training of TLE (Teacher and Leader Effectiveness).

**2.2** Each teacher will be notified at the beginning of each school year which administrator(s) has been assigned as his/her evaluator. No other than the one designated may make a formal observation without five (5) working days' notice.

**2.3** As early as possible in the school year, the designated administrator(s) will hold a meeting to acquaint all teachers with the evaluation process and procedure.

### **ARTICLE III - FREQUENCY OF EVALUATION**

**3.1** Each probationary teacher shall be formally evaluated at least twice annually.

**3.2** Career teachers shall be evaluated at least once annually.

### **ARTICLE IV - EVALUATION CRITERIA**

**4.1 Evaluations** of teachers shall be based upon the TLE (See Appendix II). No instrument other than the one approved by the board shall be used.

**4.2** Any complaint made against a teacher by any parent, student, or person which does or may influence in any manner the evaluation of a teacher shall be promptly called to the attention of the teacher, and the teacher shall be afforded the opportunity to answer or rebut such complaint.

**4.3** The evaluation of any teacher assigned to more than one academic area shall include his/her primary work assignment and/or major field of certification.

**4.4** Evaluation of performance shall not be based upon lawful, non-school personal activities, which have no impact upon the teacher's effectiveness in his/her assignment.

### **ARTICLE V - PROCESS OF EVALUATION**

**5.1** The process of evaluation shall include observations of the work of the employee by the evaluator.

**5.2** At least one (1) formal observation shall be required in the evaluation of all teachers. Teachers shall not be evaluated in unobserved criteria.

### **ARTICLE VI - EVALUATION CONFERENCE**

**6.1** An evaluation form shall be prepared by the evaluator using the TLE evaluation form.

**6.2** An Evaluation conference will be held within ten (10) working days of the formal observation unless postponed by mutual agreement. Such conference shall be held so that the evaluator and teacher can review the Evaluation Report together.

**6.3** At the beginning of the Evaluation Conference a hard copy of the Evaluation Report shall be made available upon the teacher's request for his/her use during the conference.

**6.4** At the conclusion of the Evaluation Conference the teacher shall acknowledge receipt of the Evaluation Report.

**6.5** Teachers and administrators may access the finalized Evaluation Report at any time through the TLE platform.

**ARTICLE VII - RESPONSE TO EVALUATION**

**7.1** Within ten (10) working days of the evaluation conference and receipt of the Evaluation Report, the teacher may make a written response to the evaluation. Said response shall be uploaded to the Teacher's Portfolio in TLE.

**ARTICLE VIII - PLAN FOR IMPROVEMENT**

**8.1** If a Plan for Improvement is recommended by the evaluator, such plan shall be developed by the evaluator and the teacher within ten (10) working days, if it is not developed at the time of the Evaluation Conference.

**8.2** Such plan shall include specific suggestions and recommendations for increasing the quality of the teacher's performance. The time allowed for the implementation of the plan will be discussed and agreed upon between the evaluator and the teacher.

**8.3** No teacher will be terminated based on his/her evaluation unless a Plan for Improvement has been developed and time allowed for its implementation.

**8.4** If additional observations are deemed necessary, an Evaluation Report shall be prepared, and an Evaluation Conference shall be scheduled and held, both in accordance with Article VI.

**8.5** Within ten (10) days of the Evaluation Report and the Evaluation Conference for the Plan of Improvement, the teacher may make a written response and upload it to the Teacher's Portfolio in TLE.

**ARTICLE IX - EVALUATION INSTRUMENT**

**9.1** The Board agrees to appoint a committee of teachers and Administrators, representing Elementary, Middle School, and High School to examine the evaluation instrument and make recommendations to the Board for changes.

**ARTICLE X - COACHES EVALUATION**

**10.1** Coaches will be evaluated annually separate from their evaluation as a teacher. If the coaching performance is in need of improvement or is unsatisfactory, the coach will be informed of the areas in need of improvement and the A.D. will provide suggestions to assist in the improvement. In the event that a coach will be removed from his/her position as a coach the coach will have an opportunity for a hearing prior to their removal.

# **SECTION VII**

  

# **GRIEVANCE PROCEDURE**

## SECTION VIII - GRIEVANCE PROCEDURE

### ARTICLE I - PURPOSE

**1.1** The purpose of this procedure is to secure at the lowest possible level equitable solutions to a claim of contract violation by the grievant.

### ARTICLE II - DEFINITIONS

**2.1** A "grievance" is a claim by a teacher or teachers that there has been a violation, misinterpretation, or misapplication of the terms of this negotiated agreement that has affected that teacher or teachers.

**2.2** The "grievant" is the teacher or teachers making the claim.

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

**2.4** "Days" except when otherwise indicated shall mean working days.

### ARTICLE III - PROCEDURE

**3.1 LEVEL I** - A teacher with a grievance shall first discuss the grievance individually with the principal within ten (10) working days of the knowledge of the alleged 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 II

- (a) If the grievant is not satisfied with the disposition of his/her grievance at level one, he/she may file the grievance within five (5) days of the level one 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 formal meeting with the grievant within five (5) days after receipt of the written grievance and shall transmit a written decision to the grievant with five (5) days of the meeting.

#### 3.3 LEVEL III

- (a) If the grievant is not satisfied with the disposition of his/her grievance at level two, he/she may file the grievance within five (5) days of the level two responses with the Superintendent.
- (b) The Superintendent 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 IV

- (a) If the grievant is not satisfied with the disposition of his/her grievance at level three, he/she may file the grievance within five (5) days of the level three responses for transmittal to the Board.
- (b) The Board will hear the grievance at its next regularly scheduled meeting or 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 final.

### ARTICLE IV - RIGHT TO REPRESENTATION

**4.1** The grievant and the administration may each be represented by a person of their own choosing at levels II, III, and IV of this procedure.

### ARTICLE V - GENERAL PROVISIONS

**5.1** The Association may file a grievance as the "grievant" on alleged violation of the article pertaining to Association Privileges. In the event two or more teachers have the same grievance regarding the violation of an item in the negotiated agreement, the grievance will be filed as a class action grievance and, if requested by the affected teachers, the Association may file the grievance on behalf of the named grievant.

**5.2** Decisions rendered at levels II, III, and IV of these grievance procedures will be in writing, setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association.

**5.3** The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.

**5.4** Necessary forms for the filing of grievances shall be mutually agreed upon the Association and the Board and be made a part of this Agreement.

**5.5** 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.

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

**5.7** Failure in any step of this procedure to appeal to the next level within the specified time limits shall be deemed acceptance of the decision at that level.

**5.8** All meetings and hearings, with the exception of those at Level IV, under this procedure shall not be conducted in public and shall include only parties in interest and their selected representatives.

**5.9** Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record for that grievance. Requests in writing by either party will extend any level by up to five (5) days.

**5.10** If in the judgment of the CTA, a grievance affects the CTA, or the integrity of this agreement, the CTA may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be -commenced at Level II. Individual teachers grieving will be listed.

# APPENDIXES

# PERSONAL FILE LOG

[illegible]

**Valliant Public Schools**  
**CERTIFIED**  
**SICK BANK APPLICATION**

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To be completed by applicant:

Date Filed: \_\_\_\_\_

Name: \_\_\_\_\_

Date requested leave to start: \_\_\_\_\_

Number of Days requested: \_\_\_\_\_

Approximate date of return to work: \_\_\_\_\_

Reason: \_\_\_\_\_ **Personal Illness**

\_\_\_\_\_ **Accidental Injury**

\_\_\_\_\_ **Maternity Complications**

\_\_\_\_\_ **Illness Immediate Family** (Circle One): Spouse, Parents, Children, Siblings,  
Corresponding In-Laws, Aunts, Uncles, Nieces, Nephews, or Persons residing in the household  
who are considered part of the family)

Explanation of Illness:

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**Signature:** \_\_\_\_\_



**Valliant Public Schools**  
**CERTIFIED**  
**SICK BANK RESPONSE**

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To be completed by Sick Bank Committee:

Date Received: \_\_\_\_\_

Number of Days Approved: \_\_\_\_\_

Date withdrawal of days from Sick Bank will begin: \_\_\_\_\_

Date withdrawal of days from Sick Bank will end: \_\_\_\_\_

While on leave you \_\_\_\_ will \_\_\_\_ will not be required to furnish us with periodic reports every \_\_\_\_\_  
of your status and intent to return to work.

You \_\_\_\_ will \_\_\_\_ will not be required to furnish recertification relating to a serious health condition.

Comments: \_\_\_\_\_

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Date Approved: \_\_\_\_\_

Signature of Committee Members:

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[NAME OF TEACHER][ADDRESS OF TEACHER]

Re: Pre-nonreemployment Hearing Due to Potential Reduction in Force

Dear [Mr. or Mrs. \_\_\_\_\_]:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I will present a recommendation to the Board of Education in which I will recommend that certain certified positions be eliminated and certain certified employees' contracts for the 20\_\_\_\_ school year not to be renewed due to a reduction in force.

Prior to taking any action to eliminate any certified positions or to non-renew any certified employees' contracts, the Board of Education will conduct a hearing to determine whether a reduction in force should occur, and if so, to determine what positions should be eliminated and which certified employees' contracts should not be renewed for the 20\_\_\_\_ school year. This hearing will occur on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ P.M. in the \_\_\_\_\_ at the Valliant School District.

This is to advise you that your position is one of the positions that I will recommend be eliminated for the 20\_\_\_\_ school year and this is to further notify you that your contract is one of the contracts that I will recommend for non-renewal for the 20\_\_\_\_ school year.

You have the right to attend the board meeting and present your position as to why a reduction in force is not necessary, why your teaching position should not be eliminated and why your teaching contract for the 20\_\_\_\_ school year should be renewed. You and all other teachers similarly situated will be given adequate opportunity to present your side of the matter to the Board of Education.

If you have any questions concerning the procedures to be followed at the pre-nonreemployment hearing, please feel free to contact me.

Very truly yours,

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 Superintendent of Schools

[TO BE MAILED BY CERTIFIED MAIL, RETURN  
RECEIPT REQUESTED, ADDRESSEE ONLY]

## 2024-2025 Bachelor Salary Schedule

STATE				VPS		BACHELOR		BACHELOR		BACHELOR		BACHELOR	
YEARS	BACHELOR DEGREE	SB 1048 NEW			ABOVE BASE	TOTAL	NBCT	16 HRS \$ 250.00	NBCT+16	24 HRS \$ 425.00	NBCT + 24		
0	36601	1220	37821		3000	1000	41821	42979	42071	43229	42496	43654	
1	37035	1220	38255		3000	1000	42255	43413	42505	43663	42930	44088	
2	37469	1220	38689		3000	1000	42689	43848	42939	44098	43364	44523	
3	37904	1220	39124		3000	1000	43124	44282	43374	44532	43799	44957	
4	38338	1220	39558		3000	1000	43558	44716	43808	44966	44233	45391	
5	38810	1220	40030		4000	1000	45030	46188	45280	46438	45705	46863	
6	39273	1220	40493		4000	1000	45493	46652	45743	46902	46168	47327	
7	39737	1220	40957		4000	1000	45957	47115	46207	47365	46632	47790	
8	40200	1220	41420		4000	1000	46420	47578	46670	47828	47095	48253	
9	40663	1220	41883		4000	1000	46883	48042	47133	48292	47558	48717	
10	41684	1220	42904		5000	1000	48904	50064	49154	50314	49579	50739	
11	42177	1220	43397		5000	1000	49397	50556	49647	50806	50072	51231	
12	42670	1220	43890		5000	1000	49890	51049	50140	51299	50565	51724	
13	43162	1220	44382		5000	1000	50382	51542	50632	51792	51057	52217	
14	43655	1220	44875		5000	1000	50875	52035	51125	52285	51550	52710	
15	44167	1220	45387		6000	1000	52387	53546	52637	53796	53062	54221	
16	44660	1220	45880		6000	1000	52880	54040	53130	54290	53555	54715	
17	45153	1220	46373		6000	1000	53373	54533	53623	54783	54048	55208	
18	45646	1220	46866		6000	1000	53866	55026	54116	55276	54541	55701	
19	46139	1220	47359		6000	1000	54359	55519	54609	55769	55034	56194	
20	46652	1220	47872		6000	1000	54872	56033	55122	56283	55547	56708	
21	47145	1220	48365		6000	1000	55365	56526	55615	56776	56040	57201	
22	47639	1220	48859		6000	1000	55859	57019	56109	57269	56534	57694	
23	48132	1220	49352		6000	1000	56352	57512	56602	57762	57027	58187	
24	48625	1220	49845		6000	1000	56845	58005	57095	58255	57520	58680	
25	50049	1220	51269		6000	1000	58269	59452	58519	59702	58944	60127	
26	50049	1220	51269	425	6000	1000	58694	59877	58944	60127	59369	60552	
27	50049	1220	51269	850	6000	1000	59119	60302	59369	60552	59794	60977	
28	50049	1220	51269	1275	6000	1000	59544	60727	59794	60977	60219	61402	
29	50049	1220	51269	1700	6000	1000	59969	61152	60219	61402	60644	61827	
30	50049	1220	51269	2125	6000	1000	60394	61577	60644	61827	61069	62252	
31	50049	1220	51269	2550	6000	1000	60819	62002	61069	62252	61494	62677	
32	50049	1220	51269	2975	6000	1000	61244	62427	61494	62677	61919	63102	
33	50049	1220	51269	3400	6000	1000	61669	62852	61919	63102	62344	63527	
34	50049	1220	51269	3825	6000	1000	62094	63277	62344	63527	62769	63952	
35	50049	1220	51269	4250	6000	1000	62519	63702	62769	63952	63194	64377	

### 2024-2025 Masters Salary Schedule

STATE						VPS	MASTER						
YEARS	MASTERS DEGREE	SB 1048 NEW	ABOVE BASE			TOTAL	NBCT	8 HRS +	NBCT +8	16 HRS +	NBCT +16	24 HRS +	NBCT +24
								\$ 125.00		\$ 250.00		\$ 425.00	
0	37991	1220		3000	1000	43211	44369	43336	44494	43586	44744	44011	45169
1	38425	1220		3000	1000	43645	44803	43770	44928	44020	45178	44445	45603
2	38859	1220		3000	1000	44079	45238	44204	45363	44454	45613	44879	46038
3	39294	1220		3000	1000	44514	45672	44639	45797	44889	46047	45314	46472
4	39728	1220		3000	1000	44948	46106	45073	46231	45323	46481	45748	46906
5	40200	1220		4000	1000	46420	47578	46545	47703	46795	47953	47220	48378
6	40663	1220		4000	1000	46883	48042	47008	48167	47258	48417	47683	48842
7	41127	1220		4000	1000	47347	48505	47472	48630	47722	48880	48147	49305
8	41590	1220		4000	1000	47810	48968	47935	49093	48185	49343	48610	49768
9	42054	1220		4000	1000	48274	49433	48399	49558	48649	49808	49074	50233
10	43568	1220		5000	1000	50788	51948	50913	52073	51163	52323	51588	52748
11	44061	1220		5000	1000	51281	52440	51406	52565	51656	52815	52081	53240
12	44554	1220		5000	1000	51774	52933	51899	53058	52149	53308	52574	53733
13	45047	1220		5000	1000	52267	53427	52392	53552	52642	53802	53067	54227
14	45539	1220		5000	1000	52759	53919	52884	54044	53134	54294	53559	54719
15	46052	1220		6000	1000	54272	55431	54397	55556	54647	55806	55072	56231
16	46545	1220		6000	1000	54765	55925	54890	56050	55140	56300	55565	56725
17	47038	1220		6000	1000	55258	56418	55383	56543	55633	56793	56058	57218
18	47531	1220		6000	1000	55751	56911	55876	57036	56126	57286	56551	57711
19	48024	1220		6000	1000	56244	57404	56369	57529	56619	57779	57044	58204
20	48538	1220		6000	1000	56758	57919	56883	58044	57133	58294	57558	58719
21	49031	1220		6000	1000	57251	58412	57376	58537	57626	58787	58051	59212
22	49524	1220		6000	1000	57744	58904	57869	59029	58119	59279	58544	59704
23	50018	1220		6000	1000	58238	59398	58363	59523	58613	59773	59038	60198
24	50511	1220		6000	1000	58731	59891	58856	60016	59106	60266	59531	60691
25	51971	1220		6000	1000	60191	61374	60316	61499	60566	61749	60991	62174
26	51971	1220	425	6000	1000	60616	61799	60741	61924	60991	62174	61416	62599
27	51971	1220	850	6000	1000	61041	62224	61166	62349	61416	62599	61841	63024
28	51971	1220	1275	6000	1000	61466	62649	61591	62774	61841	63024	62266	63449
29	51971	1220	1700	6000	1000	61891	63074	62016	63199	62266	63449	62691	63874
30	51971	1220	2125	6000	1000	62316	63499	62441	63624	62691	63874	63116	64299
31	51971	1220	2550	6000	1000	62741	63924	62866	64049	63116	64299	63541	64724
32	51971	1220	2975	6000	1000	63166	64349	63291	64474	63541	64724	63966	65149
33	51971	1220	3400	6000	1000	63591	64774	63716	64899	63966	65149	64391	65574
34	51971	1220	3825	6000	1000	64016	65199	64141	65324	64391	65574	64816	65999
35	51971	1220	4250	6000	1000	64441	65624	64566	65749	64816	65999	65241	66424

## 2024-2025 DOCTORATE SALARY SCHEDULE

STATE					VPS		
YEARS	DOCTORATE DEGREE	SB 1048 NEW			ABOVE BASE		TOTAL
0	39381	1220	40601		1000	3000	44601
1	39815	1220	41035		1000	3000	45035
2	40249	1220	41469		1000	3000	45469
3	40684	1220	41904		1000	3000	45904
4	41118	1220	42338		1000	3000	46338
5	41590	1220	42810		1000	4000	47810
6	42054	1220	43274		1000	4000	48274
7	42517	1220	43737		1000	4000	48737
8	42980	1220	44200		1000	4000	49200
9	43444	1220	44664		1000	4000	49664
10	45945	1220	47165		1000	5000	53165
11	46438	1220	47658		1000	5000	53658
12	46931	1220	48151		1000	5000	54151
13	47424	1220	48644		1000	5000	54644
14	47916	1220	49136		1000	5000	55136
15	48430	1220	49650		1000	6000	56650
16	48923	1220	50143		1000	6000	57143
17	49416	1220	50636		1000	6000	57636
18	49909	1220	51129		1000	6000	58129
19	50402	1220	51622		1000	6000	58622
20	50917	1220	52137		1000	6000	59137
21	51410	1220	52630		1000	6000	59630
22	51903	1220	53123		1000	6000	60123
23	52397	1220	53617		1000	6000	60617
24	52890	1220	54110		1000	6000	61110
25	54395	1220	55615		1000	6000	62615
26	54395	1220	55615	425	1000	6000	63040
27	54395	1220	55615	850	1000	6000	63465
28	54395	1220	55615	1275	1000	6000	63890
29	54395	1220	55615	1700	1000	6000	64315
30	54395	1220	55615	2125	1000	6000	64740
31	54395	1220	55615	2550	1000	6000	65165
32	54395	1220	55615	2975	1000	6000	65590
33	54395	1220	55615	3400	1000	6000	66015
34	54395	1220	55615	3825	1000	6000	66440
35	54395	1220	55615	4250	1000	6000	66865

2024 - 2025 EXTRA DUTY SALARY SCALE SCHEDULE		
ACADEMIC CLUB		\$500
ATHLETIC DIRECTOR	\$5,000	\$8,875
ASSISTANT ATHLETIC DIRECTOR	\$2,000	\$4,500
ATHLETIC TRAINER	\$500	\$2,000
AUDITORIUM SOUND TECH (EACH BUILDING)		\$500
ATHLETIC Books/Scorer, gate, clock, concession workers		\$35 per night
BAND	\$4,000	\$9,000
BAND ELEMENTARY/MS	\$1,000	\$3,000
GRADUATION & SENIOR RECEPTION		\$500
BASEBALL HIGHSCHOOL	\$3,000	\$6,000
BASEBALL HIGH SCHOOL ASSISTANT	\$1,000	\$3,000
BASEBALL MIDDLE SCHOOL	\$800	\$2,000
BASEBALL MS ASSISTANT	\$500	\$1,000
BASKETBALL 6TH BOYS	\$500	\$1,500
BASKETBALL 6TH GIRLS	\$500	\$1,500
BASKETBALL, 7TH BOYS	\$500	\$1,500
BASKETBALL, 7TH GIRLS	\$500	\$1,500
BASKETBALL, 8TH BOYS	\$500	\$1,500
BASKETBALL, 8TH GIRLS	\$500	\$1,500
BASKETBALL, 9TH BOYS	\$500	\$1,500
BASKETBALL, 9TH GIRLS	\$500	\$1,500
BASKETBALL, ELEMENTARY (5th grade)	\$500	\$1,000
BASKETBALL, HS BOYS	\$3,000	\$6,000
BASKETBALL, HS GIRLS	\$3,000	\$6,000
BASKETBALL HS ASSISTANT BOYS	\$1,000	\$3,000
BASKETBALL HS ASSISTANT GIRLS	\$1,000	\$3,000
CHEERLEADERS, HS	\$1,200	\$3,500
CHEERLEADERS, MS	\$300	\$1,000
DETENTION HIGH SCHOOL		\$1,000
DETENTION MIDDLE SCHOOL		\$500
EIGHTH GRADE SPONSOR (2 PEOPLE)	EACH	\$500
FOOTBALL, MS (SPLIT)	\$500	\$3,250

FOOTBALL, 9TH (SPLIT)		\$2,500
FOOTBALL, HS ASSISTANT	\$2,000	\$4,500
FOOTBALL, HS HEAD COACH	\$5,000	\$8,000
GOLF COACH	\$1,000	\$2,500
MUSIC ELEMENTARY	\$500	\$1,500
MUSIC, HS FULL TIME W/ SHOW CHOIR	\$2,000	\$4,000
MUSIC, MIDDLE SCHOOL SHOW CHOIR	\$1,000	\$2,000
NATIONAL HONOR SOCIETY		\$500
DIGITAL COMMUNICATION		\$500
PARA PROFESSIONAL - SPECIAL ED		5% OF BASE
POWER LIFTING		\$2,000
POWER LIFTING ASSISTANT	\$750	\$1,250
QUIZ BOWL, HIGH SCHOOL		\$1,000
QUIZ BOW, HIGH SCHOOL ASSISTANT		\$300
QUIZ BOWL, MIDDLE SCHOOL		\$500
SOFTBALL, HS SPRING SLOW PITCH ASSISTANT	\$1,000	\$3,000
SOFTBALL, HS FALL FAST PITCH ASSISTANT	\$1,000	\$3,000
SOFTBALL, HS FALL FAST PITCH	\$3,000	\$6,000
SOFTBALL, HS SPRING SLOW PITCH	\$3,000	\$6,000
SOFTBALL, MS FAST PITCH	\$500	\$2,000
SOFTBALL, MS FAST PITCH ASSISTANT	\$500	\$1,000
SOFTBALL, MS SLOW PITCH	\$500	\$2,000
SOFTBALL, MS SLOW PITCH ASSISTANT	\$500	\$1,000
SPECIAL ED. RECORDS		\$500
SPEECH & DRAMA	\$1,000	\$1,500
STUDENT COUNCIL, HS	\$750	\$1,500
STUDENT COUNCIL,MS	\$300	\$750
SUMMER PRIDE (HEAD COACHES)	\$1,500	\$2,000
SUMMER CONDITIONING	\$1,500	\$2,000
TENNIS, HS	\$1,000	\$2,500
TRACK, MS GIRLS 6TH - 8TH (PER GRADE)	\$175	\$350
TRACK, MS BOYS 6TH - 8TH (PER GRADE)	\$175	\$350
TRACK, HS ASSISTANT BOYS	\$750	\$1,750
TRACK, HS ASSISTANT GIRLS	\$750	\$1,750

TRACK, HS BOYS	\$1,000	\$2,500
TRACK, HS GIRLS	\$1,000	\$2,500
TRACK, CROSS COUNTRY VARSITY	\$1,000	\$2,500
ALTERNATIVE ED -FULLTIME		5% OF BASE
ALTERNATIVE ED-AFTER SCHOOL	\$6,500	Per Subject Area
COUNSELOR ELEMENTARY 10 MONTH		10% OF BASE
COUNSELOR HIGH SCHOOL 10.5 MONTH		15% OF BASE
COUNSELOR MIDDLE SCHOOL 10 MONTH		10% OF BASE
SPECIAL ED		5% OF BASE
YEARBOOK	\$500	\$2,000
VOCATIONAL - AG		\$2,600
VOCATIONAL - AG SUMMER		20% OF BASE
VOCATIONAL - CARPENTRY		\$2000
VOCATIONAL - FACS		\$2200
WEBMASTER	\$500	\$1000



VALLIANT PUBLIC SCHOOLS  
GRIEVANCE REPORT FORM

Procedure (2) (3) (4)  
(circle one to indicate level of Grievance)

Date filed \_\_\_\_\_

Name of Grievant

Building

Assignment

A. Date of cause of grievance occurred: \_\_\_\_\_

B. Relevant contract provision: \_\_\_\_\_

C. Statement of grievant's claim (statement of facts upon which grievance is based - use additional pages if necessary):

Relief desired: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Date received \_\_\_\_\_

E. Disposition by the appropriate administration (attach additional pages if necessary):

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **CLASS SIZE STANDARDS 2017-2018 OKLAHOMA ACCREDITATION STANDARDS**

### **CLASS SIZE STANDARDS FOR ELEMENTARY SCHOOLS**

#### **OAC 210:35-5-41. Early childhood staffing and class size**

The number of children in an early childhood education class shall not exceed 20. The child:adult ratio shall not exceed 10:1. Any enrollment that exceeds 10 shall require the employment of a teacher assistant. (92)

#### **OAC 210:35-5-42. Elementary School Class Size**

**(a) Kindergarten.** For the purpose of computing and paying state-appropriated funds, children in kindergarten shall not be assigned to a teacher or class that includes more than 20 students. If the creation of an additional class would cause the class to have fewer than 10 students, class size limitations shall not apply if a teacher's assistant is employed to serve full-time with each class which 2017-2018 Standards for Accreditation of Oklahoma Schools exceeds the class size limitation.

**(b) Grades one, two, and three.** For the purpose of computing and paying state-appropriated funds, children in grades 1, 2, and 3 shall not be assigned to a teacher or class that includes more than 20 students. If the creation of an additional class would cause the class to have fewer than 10 students, class size limitations shall not apply if a teacher's assistant is employed to serve full-time with each class which exceeds the class size limitation.

#### **(c) Grades four, five, and six.**

**(1)** For the purpose of computing and paying state-appropriated funds, children in grades 4, 5, and 6 shall not be assigned to a teacher of a class that includes more than 20 students. If the creation of an additional class would cause the class to have fewer than 16 students, the class size penalty shall not apply.

**(2)** For the purpose of computing and paying state-appropriated funds, if a school district groups its grades as grades 1 through 5, grades 6 through 8, and grades 9 through 12, then as to such district the class size provisions of (c) (1) of this section shall apply to grades 4 and 5 rather than grades 4 through 6 and the class size provisions of (d) (1) of this section shall apply to grades 6 through 8 rather than grades 7 through 9. [Reference: 70:18-113.1 (E)]

**(d) Grades seven and eight.** No teacher who is counted in class size computation for grades 7 and 8 shall be responsible for the instruction of more than 140 students on any given 6 hour school day. [70:18-113.3(C)]

**(e) Physical Education, Chorus, Band, Orchestra, other similar Music classes.** Classes in Physical Education, Chorus, Band, Orchestra, and other similar music classes shall not be subject to the class size limitations. [Reference: 70:18-113.1 (C)]

**(f) Minimum scheduled time for planning and/or preparation and consultation.** A minimum of 200 minutes of scheduled time shall be provided each week for each classroom teacher for individual planning and/or preparation and consultation. (02)

\*See 70 O.S. § 3-104.4 (OSCN 2018) for moratorium on class sizes.

### **CLASS SIZE STANDARDS FOR MIDDLE LEVEL SCHOOLS**

#### **OAC 210:35-7-41. Staffing: pupil/professional staff ratio**

**(a)** For the purpose of computing and paying state-appropriated funds, if a school district groups its grades as grades 1 through 5, grades 6 through 8, and grades 9 through 12, then as to such district the class size provisions for grades 7 through 9 in 70 O.S. §18-113.3 shall apply to grade 6.

**(b)** No teacher who is counted in class size computation for grades 6, 7, 8, and 9 shall be responsible for the instruction of more than one hundred forty (140) students on any full length school day.

**(c)** Classes in Physical Education, Chorus, Band, Orchestra, and other similar music classes shall not be subject to the class size limitations.

**(d)** To enhance the safety of students enrolled in industrial arts/technology education classes, other than drafting, consideration should be given to the facilities and only the number of students equal to the work stations shall be enrolled. No more than twenty-five (25) students shall be assigned to any class.

**(e)** A minimum of two hundred (200) minutes of scheduled time shall be provided each week for each classroom teacher for individual planning and/or preparation and consultation, unless otherwise voluntarily agreed in writing between the teacher and the school district, with a stipend being provided to any teacher who forgoes planning time. (16)

## **CLASS SIZE STANDARDS FOR SECONDARY SCHOOLS**

### **OAC 210:35-9-41. Staffing: pupil/professional staff ratio**

**(a)** No teacher who is counted in class size computation for grades 9, 10, 11, and 12 shall be responsible for the instruction of more than one hundred forty (140) students on any full length school day.

**(b)** Classes in Physical Education, Chorus, Band, Orchestra, and other similar music classes shall not be subject to the class size limitations.

**(c)** To enhance the safety of students enrolled in industrial arts/technology education classes, other than drafting, consideration should be given to the facilities and only the number of students equal to the work stations shall be enrolled. No more than twenty-five (25) students shall be assigned to any class.

**(d)** A minimum of two hundred twenty-five (225) minutes of scheduled time shall be provided each week for each classroom teacher for individual planning and/or preparation and consultation during the instructional day, unless otherwise voluntarily agreed in writing between the teacher and the school district, with a stipend being provided to any teacher who forgoes planning time. (16)

Valliant Public Schools  
2024-2025

Retirement Fund  
Voluntary Deduction Form

I, \_\_\_\_\_ authorize the Valliant  
Public Schools to deduct \$10.00 from my salary to be  
deposited in the Valliant Schools Retirement Fund.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date