

**2017-2018**

**NEGOTIATED**

**AGREEMENT**

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## **SECTION I**

### **\*\*\* GENERAL CONTRACT \*\*\***

#### **Article I – Duration of Agreement**

- 1.1 Upon ratification by the Board and the MCT, this Agreement shall become effective. This agreement shall be effective for a period of one (1) fiscal year and shall be renewed automatically, with modification of the current year on the title page and salary schedule, unless the parties agree upon an amendment.

#### **Article II – Procedural Agreement**

- 2.1 The Procedural Agreement for the negotiations between the Marietta Board of Education and the Marietta Classroom Teachers, as originally agreed upon and effective September 14, 1992 shall be attached to this agreement. (See Appendix G)

#### **Article III – Definitions**

##### **CAREER TEACHER—**

A “career teacher” is a teacher who:

- i. was employed by the School District prior to full implementation of the District’s Teacher and Leader Effectiveness Evaluation System (“TLE”) and has completed three (3) or more consecutive complete school years in such capacity in the School District under a written teaching contract;  
**or**
- ii. was first employed by the School District on or after full implementation of TLE under a written continuing or temporary teaching contract and:
  - completed three (3) consecutive, complete school years in the District under a written continuing or temporary teaching contract with qualitative ratings of “superior” for at least two (2) of those years with no rating below “effective” - as measured pursuant to the District’s TLE; or
  - completed four (4) consecutive, complete school years in the District under a written continuing or temporary teaching contract with averaged qualitative ratings of “effective” or higher for the four (4) year period with qualitative and quantitative ratings of at least “effective” for the last two (2) of the four (4) years – as measured pursuant to the District’s TLE; or
  - completed four (4) consecutive, complete school years in the District under a written continuing or temporary teaching contract and was granted career status by the board of education after the applicable principal and superintendent petitioned the board to grant the teacher career status. (The principal must specify in the petition the underlying facts supporting the granting of career status.)

**PROBATIONARY TEACHER—**

A “probationary teacher” is a teacher who:

- i. was employed by the District prior to full implementation of TLE and has completed fewer than three (3) consecutive, complete school years in such capacity in the School District under a written teaching contract; **or**
- ii. was employed by the District on or after the full implementation of TLE under a written teaching contract and has not met the requirements to be a career teacher as described above.

**SCHOOL** – Any work location at which employees 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 including those persons listed under the Employee definition

**TRANSFER/REASSIGNMENT** – Any change in class, grade level, subject matter, title, room and/or building assignment

**Article IV - Nondiscrimination Clause**

- 4.1 The Board and MCT agree that they will not discriminate against any employee for membership or non-membership in MCT or for participation or non-participation in the bargaining process. The Board shall comply with all State and Federal laws concerning discrimination.

**Article V - Savings Clause**

- 5.1 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 the Agreement, if not affected by the deleted part. Negotiations shall commence within thirty (30) days for replacement of the deleted part.

**Article VI – Contract Reference**

- 6.1 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.

## **SECTION II**

### **\*\*\* WORKING CONDITIONS \*\*\***

#### **Article I – Personnel File**

- 1.1 Official personnel files shall be maintained in the office of the superintendent. The file shall contain, but not be limited to, current contracts, current transcripts, current teaching certificates, letters of recommendation, letters of criticism and commendation, an annual summary of staff development points, and documentation of unused sick leave. Unofficial working files shall be maintained in the office of each principal.
- 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 ten (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 file during normal business hours, but not during the duty time of the teacher or designee. The teacher is entitled to receive a copy of any documents contained therein with the teacher paying the cost of reproduction.
- 1.4 Access to a teacher's official file will be limited to: the teacher or the teacher's designee, principal's, district administrative office employees who have need to review the file in order to complete a job responsibility, members of the Board of Education, public agencies upon official request, otherwise as required by law.
- 1.5 Any allegation or anonymous charge which is unproven through a thorough documented investigation shall not be placed or maintained 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 An employee reviewing the contents of his/her personnel file shall be entitled to have a representative of his/her choice accompany him/her during such a review.

#### **Article II – Notification of Assignment**

- 2.1 Teachers shall be notified of their tentative teaching assignment for the ensuing year prior to the last day of school.
- 2.2 In the event a change of assignment is to be made, the teacher shall be notified, and given the opportunity to resign rather than accept the change of assignment, only if a qualified replacement is available.

- 2.3 Teaching Assignment – Each certified personnel shall have a clearly defined tentative assignment which shall be stated on individual contracts.

### **Article III – Vacancies and Transfers**

- 3.1 Dated notices of vacancies for certified positions shall be posted on the faculty bulletin board at each school or site within five (5) days after the vacancy has been determined to exist. The notice shall contain information pertinent to the vacant position whenever applicable.
- 3.2 Teachers may request a transfer by notifying the superintendent, in writing, within five (5) days from the date the vacancy was posted. All qualified teachers requesting a transfer shall be interviewed by the superintendent or his/her designee.
- 3.3 During the months of June, July, and August, vacancies shall be posted in the superintendent's office, and shall be mailed to any teacher who has provided a stamped, self-addressed envelope for that purpose.
- 3.4 Teachers employed in the district may apply and be considered for such vacancies before applicants from outside the district will be employed.

### **Article IV – Involuntary Transfer**

- 4.1 If it becomes necessary to involuntarily transfer or reassign a teacher, a meeting will be held between the teacher and superintendent.
- 4.2 When an administrative 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.
- 4.3 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.
- 4.4 If the teacher objects to the involuntary transfer, he/she may state in writing his/her reasons for the objection. Such written statement shall be placed in the teacher's official personnel file.
- 4.5 The district will make every effort to assist the transferred teacher in moving furniture, materials, etc.

### **Article V – Teacher Consultants**

- 5.1 The Board agrees to comply with State Department of Education regulations and guidelines in the selection of teacher consultants for licensed teachers who are employed by the Marietta Schools.



## **Article VI – Right to Representation**

- 6.1 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 a written reprimand or other formal disciplinary action.
- 6.2 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.
- 6.3 At any conference where the administrator has a witness, the teacher shall also be entitled to a witness.
- 6.4 The administrator or the teacher may request a witness at any conference.

## **Article VII – Teacher Work Day/Year**

- 7.1 The teacher workday will begin at 7:45 a.m. and will end at 3:15 p.m., unless a required duty has been assigned then the duty teacher workday will begin at 7:40 and will end at 3:15.
- 7.2 Meetings and/or conferences required by the administration may extend beyond the teacher workday. Such meetings shall not normally extend past 4:00 p.m. Under normal circumstances meetings shall not exceed one per week and shall not be called on Fridays or on any day immediately preceding any holiday or vacation.
  - 7.2.1 Except in emergency situations, teachers shall be notified of meetings, and/or conferences in advance.
  - 7.2.2 Teachers shall have the right to suggest items to be placed on the agenda.
- 7.3 The regular teacher work year shall consist of the following: not more than 180 total days or 1080 hours based on board's decision. The 180 days or 1080 hours shall consist of instructional days (including parent teacher conferences), professional days, and/or work days as determined by the approval of the annual school calendar.

## **Article VIII – Teaching Facilities**

- 8.1 The Board will strive to provide and maintain health and safety conditions as well as cleanliness and comfort levels at each school site.
- 8.2 In each building, (including all extra-curricular facilities), the Board shall strive to provide adequate teaching facilities, including clean and sanitary restrooms. At each school site a private teacher work/lounge area shall be provided with a private phone. In the event that the student population or other critical needs require additional classrooms, any other empty room will be used first.
- 8.3 At the beginning of the school year, a committee of teachers will meet with the principal at each site to discuss security procedures and to work out the most effective way to provide security at that site.

## **Article IX – Class and Activity Sponsorships**

- 9.1 Every effort shall be made to fill class and activity sponsorships on a volunteer basis. If sufficient volunteers are not available, assignments shall be made as equitably as possible. Compensation for extra-duty assignments will be according to the Extra-Duty pay schedule in Appendix F.
- 9.2 When any activity or activity trip requires sponsors in addition to the teacher(s) assigned to a group, and teachers are assigned these responsibilities, they shall not suffer loss of compensation or leave time.

## **Article X – Preparation Time**

- 10.1 Classroom teachers in grades six (6) through twelve (12) shall be scheduled for preparation time of one (1) class period each day.
- 10.2 Classroom teachers in grades Kindergarten (K) through five (5) shall be scheduled for a minimum of two hundred (200) minutes of preparation time each week.
- 10.3 Elementary preparation time shall be scheduled during the times that the students are under the supervision of specialized teachers such as art, music, library and physical education.
- 10.4 On occasion, if a substitute cannot be found the principal may require teachers to forego scheduled 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.
- 10.5 Teachers are expected to utilize preparation time for school related activities only.

## **Article XI – Assigned Duties**

- 11.1 At the beginning of each school year, the principal shall establish a duty schedule. Said schedule shall assign duties to teachers on a rotating and equitable basis. Every effort will be made to schedule a minimum of thirty (30) minutes duty-free time daily during the lunch period.

## **Article XII – Open Campus**

- 12.1 Teachers may leave the school campus during duty-free lunchtime upon notification to the principal or his/her designee.
- 12.2 Teachers may leave the school campus during preparation time in order to avail themselves of district or community resources upon approval of the building administrator or his/her designee.

## **Article XIII – School Calendar**

- 13.1 Prior to March 1 of each school year, the superintendent or his/her designee will meet with a MCT representative and one teacher from each school site in regards to the school calendar for the ensuing year. A recommendation will be

made to the Board of Education for final approval. Annual calendars shall be distributed to employees by the end of the year.

- 13.2 If it becomes necessary to change this calendar during the school year due to emergency or unforeseen circumstances, MCT shall have an opportunity to provide input.
- 13.3 Site bulletins will be distributed to each school site.
- 13.4 At the beginning of each school year a master calendar of all school activities and events shall be provided to each teacher. Any changes in the master calendar shall be included in the weekly all school bulletins.

#### **Article XIV - Class Size**

- 14.1 The Board shall abide by all state and federal laws and penalties regarding class size.

#### **Article XV – Student Discipline**

- 15.1 Each employee shall be provided on the first day of each work year with copies of the Board's policies, guidelines, and regulations concerning student behavior and discipline, and the duties, responsibilities and relationships of all personnel regarding their enforcement. This information may be included in the Teacher's Packet.
- 15.2 A pupil will be removed from a classroom to a designated authority when, in the judgment of the teacher and the principal, the student is interfering with the teaching or learning process for the majority of the class. If necessary, the principal will have a conference with the student, the teacher, and/or the parent prior to the return of the student to class.
- 15.3 Teachers will be given appropriate notification if a student is suspended from school.

#### **Article XVI – Report Dates (Grades and Progress)**

- 16.1 The dates and procedures to be followed in issuing progress reports or grade reports shall be established and provided to each teacher before the beginning of each school year. If any change is to be made in the schedule or procedure, teachers will be notified at least five (5) working days in advance of the change. Report cards shall be issued consistently at all building sites.

#### **Article XVII – Student Grades**

- 17.1 Teachers shall be required to document student progress. 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. In instances where it is determined that a grade needs to be changed, such change shall be initiated by the person making the change.

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

#### **Article XVIII – Teacher Materials**

- 18.1 At the beginning of each school year, teachers shall be provided with updated copies of the applicable student handbook(s), teacher's handbook, complete copy of the negotiated agreement, the staff development program and other material appropriate to the assignment of the teacher.
- 18.2 Copies of the Board Policy Manual shall be placed in each teacher workroom/lounge area and each administrative office. One additional copy shall be provided to the MCT President. Upon request, a teacher may receive a copy.

#### **Article XIX – Complaints**

- 19.1 All complaints against employees must be substantiated and documented through a complete and thorough investigation before disciplinary action is taken. At the point when the investigation of a complaint would result in documentation and/or disciplinary action to be contemplated, notification of such investigation will be given to the affected teacher.
- 19.2 As soon as possible, teachers shall report cases of assault, injury or property damage to their principal or other immediate supervisor. In case of assault or injury on the job, teachers are covered by Workers' Compensation Insurance.

#### **Article XX – Staff Development**

- 20.1 The chairperson shall be a principal assigned by the superintendent.
- 20.2 A Staff Development Committee shall be formed consisting of the following persons: 1 chairperson and 8 teachers (2 from each site).
- 20.3 The committee members will be placed on a 2 year cycle with no member serving more than a 2 consecutive year term.

#### **Article XXI – Visitors**

- 21.1 All visitors must check in with the Principal's office. Any person who wishes to visit a teacher's class, or who wishes to confer with the teacher, must have prior approval of the principal or designee. The principal will consult with the teacher regarding an appropriate time to meet with the visitor.
- 21.2 Signs will be posted on all appropriate entry doors directing visitors to the principal's office.

#### **Article XXII – Keys**

- 22.1 Teachers may request a set of keys from the principal. Teachers who receive a set must return them as directed by the principal.

#### **Article XXIII – Telephones**

- 23.1 The district shall strive to provide private access to telephones to each teacher.

#### **Article XXIV – Adult or Community Education**

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

#### **Article XXV – Employee Discipline**

- 25.1 No employee shall be disciplined without being afforded due process of law.

#### **Article XXVI – Teacher Dress Code**

- 26.1 Teachers shall be required to dress in a professional, business like, and appropriate manner while fulfilling contractual duties and responsibilities. Failure to comply will be addressed by their Principal as any other job performance deficiency. Principals will provide teachers with written guidelines for acceptable dress.

### **SECTION III**

#### **\*\*\* TEACHER EVALUATION \*\*\***

The Marietta Board of Education believes that personnel evaluation is a mutual endeavor among all staff members and the board to improve the quality of the overall educational program. The improvement of the district's educational efforts must be a joint responsibility of the school district and the individual educator.

All certified staff members shall be evaluated using an evaluation system that has been approved by the Oklahoma State Board of Education. The completed evaluation shall be retained in the personnel file of the person being evaluated. The evaluation instrument is a confidential document and shall be protected accordingly.

Probationary teachers shall receive formative feedback from the evaluation process at least twice each year. Formative feedback shall occur during the fall semester, and at least once during the spring semester, each year. Career teachers shall be evaluated at least once each year except for career teachers receiving a district evaluation rating of "superior" or "highly effective" rating under the TLE, who may be evaluated once every three (3) years. Evaluations of teachers shall be made by the appropriate certified principal, or other designated certified and qualified administrative person.

The evaluation rating of teachers and administrators shall be based on the qualitative component of the TLE. A school district with an average daily attendance of more than thirty-five thousand (35,000) may incorporate at its own expense prior to the 2015-2016 school year the quantitative components of the TLE into its evaluation system of teachers and administrators as defined by the school district's written policy. The district may continue to use, at its own expense, quantitative measures of teacher s and leaders as a part of the district evaluation rating. Such measures shall include a minimum of one reliable, researched-based measure as approved by the State Board of Education.

For the 2016-2017 school year, the State Department of Education will work with school districts to develop individualized programs of professional development.

The evaluation shall be reviewed by the staff member and the evaluator. Either or both may attach written and signed comments to the evaluation instrument within two weeks of the evaluation, provided that no additional statements or comments shall be attached without the teacher's knowledge. The teacher's signature on the evaluation instrument shall serve only to reflect the teacher's acknowledgment that an evaluation was conducted. A copy of the completed evaluation instrument will be provided to the teacher.

Except by order of a court of competent jurisdiction, evaluation documents and the responses thereto shall be made available only to the evaluated person, the board of education, the administrative staff making the evaluation, the board and administrative staff of any school to which the evaluated person applies for employment, and such other persons given consent by the teacher in writing, and shall be subject to disclosure at a hearing or trial de novo.

If the evaluation discloses any area(s) in which improvement can be reasonably expected and desired, the principal shall discuss such area(s) with the teacher and offer suggestions and recommendations as to how improvement may be achieved. Such recommendations shall be recorded on the evaluation instrument.

When the evaluating administrator identifies poor performance or conduct that the administrator believes may lead to a recommendation for the career teacher's dismissal or non reemployment, the administrator will admonish the

teacher in writing and make reasonable effort to assist the teacher in correcting the poor performance or conduct; and establish a reasonable time for improvement, not to exceed two months.

If the career teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation to the superintendent for the dismissal or non reemployment of the teacher. A probationary teacher will receive a plan of improvement if inadequate teaching performance exists.

***The board shall review this evaluation policy on an annual basis following consultation or involvement by representatives selected by the teachers in this district.***

## SECTION IV

### \*\*\* REDUCTION IN FORCE \*\*\*

#### CERTIFIED TEACHING PERSONNEL

#### I. General Matters

- A. Reasons for a Reduction in Force. A teacher may be dismissed or non reemployed 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, a reduction in teaching staff is necessary.
- B. Definitions. For the purpose of this policy, the following terms have the stated meanings:
  - 1. "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 sole judgment of the board of education will result in a reduction in the school district's current or future operating budget.

2. "Program change" means any elimination, curtailment or reorganization of a curriculum offering, program or school operation or a reorganization or closing of a school or consolidation of two or more individual schools or school districts that is unrelated to financial exigency.
3. "Declining enrollment" means a decrease in the school district's total enrollment or enrollment in a particular program or curriculum offering which in the sole 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 curriculum offerings.

C. Criteria for Eliminating Positions. 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, the needs of students and those extra duty assignments that require special skill or expertise.

D. Priority. In determining which teacher(s) will be dismissed or non reemployed when one or more of a number of identical positions is eliminated, the following criteria, **in this order**, shall govern:

1. The school district will dismiss or non reemploy the teacher(s) who has the lowest composite rating under the district's Teacher and Leader Effectiveness Evaluation System (TLE) in the position being eliminated. Ratings will be calculated by averaging the past three (3) years' ratings (or fewer if 3 years are not available) and will be measured to the nearest hundredth of a decimal point.
2. If the teachers are equal under the above criteria, then the teacher(s) who has the most seniority in the district will be retained.
3. If the teachers are equal under the above criteria, then the district will retain the teacher(s) who currently holds a contracted extra duty assignment, IF, after the reduction in force, that teacher will continue to be assigned such extra duty assignment.
4. If no contracted extra duty assignment exists, the district will retain the teacher who meets any federal requirements, such as "highly qualified" under No Child Left Behind, for the courses assigned to that teacher.
5. If the teachers are equal under the above criteria, the district will retain the teacher with the most advanced academic degree status.

6. If degree status is equal, the district will retain the teacher having the most versatile certificate in order to enable the district to have flexibility in planning future curriculum.
  7. If versatility of certificates is equal, the district will retain the teacher chosen by lot through a process determined by the superintendent or the superintendent's designee.
- E. Bumping. If a teacher's position is eliminated and the teacher scheduled to be dismissed or non reemployed (after going through the criteria in section "D" above) has a composite TLE score of effective or above, then in the administration's sole discretion, that teacher may be placed in another position for which the teacher is certified to teach, if the other position is currently held by a teacher who has a composite TLE score that is below effective. Under those circumstances, the teacher with the TLE composite below effective will be dismissed or non reemployed. If two (2) or more teachers in a specific position have the same composite scores, then the process of section (D) will be used to determine who is dismissed or non reemployed.
- F. Adult Education Teachers. The dismissal and non reemployment provisions of the Teacher Due Process Act of 1990 do not apply to adult education teachers. Accordingly, adult education teachers are not covered by the protections of this policy and, unless otherwise required by law, are subject to a reduction in force without notice and without compliance with this policy.

## II. Procedures

- A. Action by Superintendent. The superintendent, upon receipt of the board's preliminary determination of the necessity for a reduction in force, or upon the superintendent's own volition, shall submit to the board the superintendent's written recommendations for terminating particular teaching positions. In making 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 other administrator in whose school or unit a position elimination/termination is proposed and (iii) shall take into consideration the criteria set out herein.
- B. 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.
- C. Notice and Hearing Procedures. Prior to taking any action to non reemploy or dismiss a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own volition, the board shall provide notice and an opportunity for hearing to the affected teacher; provided, however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures shall be the same as those provided by



Oklahoma law and board policy regarding dismissal and non reemployment of teachers for cause. Notice of a recommendation of non reemployment shall be given to the teacher prior to the 1<sup>st</sup> Monday in June.

- D. Hearing. At the hearing, evidence may be presented by the administration and the 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 the process set out herein.
- E. Effect of Board Decision. The decision of the board based on the evidence presented at the hearing shall be final and non-appealable.

### III. Reemployment or Other Employment After Reduction in Force

- A. Recall. The recall provisions in this process will only apply and be available to a teacher who had a composite TLE score of at least effective at the time of his/her non reemployment (or dismissal). For one school year after the effective date of non reemployment (or dismissal) due to a reduction in force, the board of education shall not fill the identical position previously held by a teacher who was non reemployed (or dismissed) due to a reduction in force without first offering such position to the non reemployed (or dismissed) teacher. If more than one non reemployed (or dismissed) teacher is both certified and qualified for a position which the teachers previously held with the school district and which becomes available, the board, after receiving the superintendent's advice, shall select the teacher it believes will best fill the position. Nothing in this policy shall give to any non reemployed (or dismissed) teacher priority rights to fill a vacancy which becomes available and for which they are certified and qualified unless such position is identical to the position which they previously held with the school district.
- B. Recall Procedures. The offer of reemployment shall be made in personal or by certified mail, return receipt requested, and the teacher shall be notified that if he/she wishes to accept, he/she must do so in writing within five (5) calendar days of receipt of notice or within ten (10) calendar days of the postmark on the envelope in which the offer is mailed, whichever is shorter. Failure to receive timely acceptance of the offer of reemployment eliminates all reemployment rights of the teacher.
- C. Status After Recall. A career teacher who has been non reemployed (or dismissed) and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is non reemployed (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.

### IV. Interpretation and Application

The interpretation and application of any provision of this policy shall be the exclusive province of the board of education.

## **SECTION V**

### **\*\*\* COMPENSATION \*\*\***

#### **Article I – Salary Schedule**

- 1.1 All employees with no previous teaching experience shall be placed on step zero.
- 1.2 All employees with teaching experience within the State of Oklahoma shall be given full credit for that experience, as verified by state records, and placed on the appropriate step.
- 1.3 All employees with teaching experience outside the State of Oklahoma as approved by the Oklahoma State Department of Education shall be credited with that experience and shall be placed on the appropriate step.
- 1.4 To the extent approved by the Oklahoma State Board of Education, all employees shall receive credit for one year of teaching experience for the following: each year of active service in an armed force of the United States or alternate civilian service required by the Selective Service System; each year in the Peace Corps, VISTA or the National Teacher Corps; and for any type of service recognized by the Oklahoma State Board of Education for certification and salary increments.
- 1.5 All employees shall be placed on the appropriate degree classification, as verified by official records, such as a college transcript.
- 1.6 Upon providing the Superintendent's office with documentation of advancement to the next level of degree classification, the employee shall immediately be moved to the appropriate level and step at the beginning of first and/or second semester and will receive compensation appropriate for the level and step for the remainder of the year.
- 1.7 All employees shall be placed at the appropriate step in accordance with these provisions at the beginning of the contract year. See Appendix E
- 1.8 All certified staff shall be compensated at the appropriate experience level on the salary schedule.
- 1.9 The Flexible Benefit allowance shall be administered in accordance with state statutes.

#### **Article II – Extra-Curricular Assignment Compensation**

- 2.1 Employees having extra-curricular assignments shall be compensated according to attached Appendix F: Extra-Curricular Pay Schedule and shall be required to put in adequate time outside the normal workday/year with such responsibilities.

#### **Article III – Compensation for Covering Classes**

- 3.1 Any employee who is requested to cover the class by the principal which requires him/her to forfeit his/her preparation period or lunch period shall be compensated at the rate of five (5) dollars per half (1/2) hour, or any portion thereof. No employee shall cover more than one (1) class at a time, including his/her own.

Compensation for covering classes shall be made monthly. Employees shall turn in time sheets delineating such service weekly.

#### **Article IV – Pay Date**

- 4.1 Employees shall be paid on or before the tenth (10<sup>th</sup>) of each month. If a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. All checks for pay dates falling during summer recess shall be issued to the employee after the last state aid payment, but in no case later than June 15.

#### **Article V – Retirement**

- 5.1 The Board shall pay each employee's contribution to the Teachers' Retirement Fund as per Compensation Schedule (Appendix E).

#### **Article VI – Mileage Reimbursement**

- 6.1 Employees shall be reimbursed at the current IRS rate per mile in cases where their personal vehicles are used for school business. This mileage shall be paid monthly by separate check. Record of such mileage shall be turned in to the Superintendent's office by the twenty-fifth (25<sup>th</sup>) of each month to be paid following the next board meeting. Mileage turned in after the twenty-fifth (25<sup>th</sup>) of the month will be paid after the next succeeding meeting.

#### **Article VII – Passes for School Events**

- 7.1 Passes shall be made available to all employees for all local school events. The pass shall admit the employee and his/her spouse, and shall be non-transferable.

#### **Article VIII – Payroll Deductions**

- 8.1 All certified personnel shall have unlimited use of district payroll deductions as regulated by state and federal statutes, rules and regulations.

#### **Article IX – Term-Life Insurance**

- 9.1 The Board shall pay the premiums for a \$15,000 life insurance (term and double indemnity) policy for each teacher.

#### **Article X – Worker's Compensation**

- 10.1 The Marietta Schools will conform to Oklahoma State statute by covering all school employees under Worker's Compensation.

#### **Article XI – Salary Reduction**

- 11.1 The Board of Education shall offer to all employees a tax benefit program in which the teacher may have his/her contract salary reduced in a cafeteria style benefit program.

#### **Article XII – Teacher Consultant Compensation**

- 12.1 All certified personnel who serve as a consultant to a licensed teacher, shall be compensated annually at the state reimbursement rate. Consultants shall be selected in accordance with Article V of Working Conditions.

### **Article XIII – Chaperoning Activity Trips**

- 13.1 Any employee required by the administration or Board to chaperone or accompany students on an activity shall be compensated for approved expenses incurred and shall be allowed to be absent from school with no loss of pay or leave time. Expenses shall apply only to the employee.

### **Article XIV – Loss of Salary**

- 14.1 Any unauthorized absence will result in the loss of 1/180<sup>th</sup> of the teacher's salary for each day missed.

## **SECTION VI**

### **\*\*\* LEAVE \*\*\***

**Sick Leave:** An employee who is absent from duty because of personal illness, injury, or pregnancy, or serious illness in the immediate family shall be allowed Sick Leave. Immediate family includes the employee's spouse, parents, grandparents, children, siblings, surrogate parents, grandchildren, any person for whom the employee is legal guardian, or corresponding in-laws. Sick Leave may be used for dental and/or medical appointments.

Sick Leave shall be provided as follows:

#### Teachers:

10 month contract = 10 days per school year

11 month contract = 11 days per school year

12 month contract = 12 days per school year

Sick leave shall be cumulative from year to year up to a total of 120 days of sick leave which may be used for absence from duty because of personal illness, injury, or pregnancy, or serious illness in the immediate family. In addition, teachers and administrators may accrue unlimited days of sick leave for purposes of transferring to the Teachers Retirement System for creditable service towards retirement.

According to applicable law, employees may transfer sick leave from another school district. The employee shall utilize transferred sick leave prior to utilizing any sick leave granted by District.

The District shall not compensate an employee for any accrued, unused sick leave transferred from another school district.

An employee who is going to utilize sick leave shall notify his/her supervisor as much in advance as possible and may be required to provide documentation of illness in certain circumstances, including, but not limited to, when sick leave is taken on days of unusual or inclement weather, during the last two weeks of school or prior to the end of

employment, immediately preceding or following holidays or non-work days, when an employee uses sick for more than 5 consecutive work days, or whenever cause exists to believe that Sick Leave is being miss-used.

In addition to the sick leave set forth above, when a certified teacher has exhausted all accumulated sick leave and is unable to return to work due to personal accidental injury, illness or pregnancy, the employee shall receive, for a period of not to exceed twenty (20) days, the full contract salary less the amount normally paid a substitute for his/her position even if a substitute is not hired.

**Sick Leave Sharing:** The District hereby adopts a Sick Leave Sharing Program to be administered in accordance with the applicable law and District regulations.

**Personal Business Leave:** Marietta Public School permits a maximum of three personal leave days. An employee wishing to utilize personal business leave must notify the building principal or his/her supervisor in writing in advance and the request for personal business leave must be approved in writing before being taken by the employee. Personal business leave is not cumulative and employees shall not be compensated for such leave if not used; however, an employee's personal business leave may be reclassified as accrued but unused sick leave if not used by the end of the fiscal year.

Personal business leave will not be granted on a professional day or the first day or last day of a contract period. Personal business leave will not be granted on the day before or after a holiday. Personal business leave may be used for bereavement.

**Bereavement Leave:** Full-time employees, upon application and prior approval by the Superintendent may be granted three (3) days of non-cumulative bereavement leave.

**Family and Medical Leave:** Pursuant to the Family and Medical Leave Act of 1993("FMLA"), an employee who has worked at least one thousand two hundred fifty (1250) hours during the previous twelve (12) month period and all teachers shall be allowed up to twelve (12) weeks of unpaid leave for the following reasons: 1) the birth or adoption of a child; 2) because of any qualifying exigency arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty or has been notified of an impending call to active duty status in support of a contingency operation; 3) for the employee's own serious health condition; or 4) to care for the employee's spouse, child, or parent who has a serious health condition. In addition, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12 month period to care for the service member. This military caregiver leave is available during a single 12-month period during which an eligible employee is entitled to a combined total of 26

weeks of all types of FMLA leave. For purposes of the FMLA, a year shall be considered the District's fiscal year. Prior to taking unpaid leave, an employee must utilize an accrued paid leave to which the employee is entitled. An employee may be required to provide certification from a physician of the necessity for such leave, including the date the condition began, the anticipated duration, and medical facts regarding the condition.

**Military Leave:** All employees shall be excused from employment for military leave according to applicable law.

**Jury Duty Leave:** School employees duly summoned to jury duty shall be granted a leave for jury service. During the leave for jury service, the employee shall be paid the full current salary. The employee shall provide evidence of such service to the Superintendent. Notice of jury duty is to be made to the Principal.

**Leave of Absence:** Any employee who has been employed full-time for at least three (3) consecutive years with the District may request an unpaid leave of absence for a period which shall not exceed one school year in duration. Requests for such leave must be made in writing, submitted to the Superintendent, and contain sufficient detail as to the reasons for the leave so that a decision may be made based on the merits of the request. Requests must be submitted by the 1<sup>st</sup> of April preceding the commencement of the requested leave. As a condition of approval, the employee must state that the reason for the leave is not for the purpose of accepting other employment or other activities for direct personal financial gains. A leave of absence may be used when all other applicable leave has been exhausted and the employee is unable to return to work. The Board shall determine if an employee's request for a leave of absence is to be approved, and approval of a leave of absence is contingent upon the needs of the District. The following are examples of reasons that are appropriate:

- Approved study
- Approved travel
- Sabbaticals
- Approved special assignments
- Family responsibility

An employee who returns to work after an approved leave of absence shall be returned to the position previously held or to another comparable position for which the employee is qualified. Employees will return at the salary step on the salary schedule that is commensurate with his or her years of teaching experience and degree. Employees on an approved leave of absence may participate in and pay for continued insurance coverage or professional memberships.

**Professional Leave:** The Superintendent may authorize leave for an employee to attend professional conferences, conventions and/or meetings. Requests for Professional Leave shall be submitted in writing to the Superintendent sufficiently in advance of the beginning of the proposed leave.

#### **MCT Leave**

The Board shall grant five (5) days leave to the MCT to send its representatives to local, state, or national conferences, meetings, or workshops, or to conduct other business.

The MCT President will advise the Superintendent of the MCT's intention to use MCT leave days at least one (1) day prior to the day the leave is to be taken. The teacher taking such leave shall suffer no loss in salary, benefits, or other contractual or statutory advantage to which he/she is entitled. The substitute will be paid by MCT.

#### **Notification of Absence**

The Board shall provide each employee with the telephone number to be utilized by the employee for notification of absence from work.

## **SECTION VII**

### **\*\*\* GRIEVANCE PROCEDURE \*\*\***

#### **Article I – Definitions**

- 1.1 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.
- 1.2 The term “grievant” shall mean the person or persons making the complaint.
- 1.3 The term “days” shall mean the working days of the teacher. Outside of the contract year of the teacher, “days” shall mean the working days of the supervisor involved at the level that the grievance is being processed.
- 1.4 A “party of interest” is the person or persons making the claim or any person who might be required to take action, or the person against whom action might be taken in order to resolve the claim.

#### **Article II – Purpose**

- 2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as professional and confidential as possible at any level of the procedure.

#### **Article III – Rights to Representation**

- 3.1 At least one MCT representative shall be present for any meetings, hearings, appeals, or other proceedings related to a grievance, which has been formally presented.
- 3.2 If, in the judgment of the MCT or the Board, the grievance is a "class action" grievance, the MCT shall initiate the grievance process on behalf of all listed persons affected, and the processing of such grievance shall be commenced at Level III. Class action grievances are those involving more than one person affected by the alleged action, misapplication, or misinterpretation of the negotiated contract.
- 3.3 Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the MCT, as long as such disposition is not inconsistent with the terms of this agreement.
- 3.4 A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a MCT representative selected by the MCT, or by a person of his/her choice. In addition, the grievant may be accompanied by a person, of his/her choice, for advice and/or counsel.
- 3.5 The administration may be represented by a person of their own choosing at Level II and above.

#### **Article IV – Procedure**

- 4.1 Time Limits – Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
- 4.2 Level I – A teacher with a grievance shall first discuss the grievance individually with the principal within ten (10) 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.
- 4.3 Level II
  - 4.3.1 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.
  - 4.3.2 The principal shall schedule and hold a meeting with the grievant within five (5) days after receipt of the written grievance and shall transmit a written decision to the grievant within five (5) days of the meeting.
- 4.4 Level III
  - 4.4.1 If the grievant is not satisfied with the disposition of his/her grievance at level two, he/she may appeal the grievance within five (5) days of the level two response to the Superintendent.



- 4.4.2 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.

#### 4.5 Level IV

- 4.5.1 If the grievant is not satisfied with the disposition of his/her grievance at level three, he/she may appeal the grievance within five (5) days of the level three response for transmittal to the Board.
- 4.5.2 The Board will hear the appeal 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 V – Reprisals**

- 5.1 No reprisals of any kind will be taken against any teacher because of his/her participation or nonparticipation in this grievance procedure.

### **Article VI – Cooperation of Board and Administration**

- 6.1 The Board, the Administration, and MCT will cooperate in its investigation of any grievance, and further will furnish such public information as is requested for the processing of any grievance.

### **Article VII – Personnel Files**

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

### **Article VIII – Grievance Forms**

- 8.1 Necessary forms for the filing of grievances shall be mutually agreed upon by the MCT and the Board and shall be made a part of this Agreement. See Appendix I

### **Article IX – Confidentiality**

- 9.1 No meetings or hearings under this procedure, with the exception of the Level IV (Board level) hearing, shall be conducted in public. Meetings and hearings shall include only such parties in interest and their designated or selected representatives, as referred to in this agreement.

### **Article X – General Provisions**

- 10.1 Decisions rendered at levels two, three, and four of the grievance procedure will be in writing, setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest. A copy will be provided to the president of MCT upon request.
- 10.2 The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.
- 10.3 Failure in any level of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.

- 10.4 Failure at any level of this procedure to respond to a grievance within the specified time limits shall permit the grievant to appeal to the next level.
- 10.5 The MCT may file a grievance as the "grievant" on alleged violations of the article pertaining to MCT activities.

## **SECTION VIII**

### **\*\*\* MARIETTA CLASSROOM TEACHER RIGHTS \*\*\***

#### **Article I – Availability of Information**

- 1.1 Upon request, the Board shall provide to the MCT any compiled public information which the MCT deems necessary for the administration of this contract. Additional copies of material requested shall be provided at the cost assessed to all patrons of the district.

#### **Article II – Use of Facilities and Equipment**

- 2.1 The MCT shall be allowed to use school facilities for meetings as long as they do not interfere with school functions. Requests for building usage will be made in advance to the building principal or designee.
- 2.2 The MCT shall have reasonable access to school equipment for the purpose of MCT business. Such usage will be cleared with the building principal or designee.

#### **Article III – Use of Bulletin Boards and Mail Service**

- 3.1 The MCT shall have the right to post notices of activities and matters of MCT concern on employee bulletin boards. The Board shall provide at least one bulletin board in each school building. The MCT shall have access to teacher mailboxes for communication with teachers. No political candidate promotion material may be distributed or posted through any of these mediums.

#### **Article IV – Board Packet**

- 4.1 The MCT President or designee shall be sent agendas of all regular, special and/or reconvened meetings of the board as soon as they are posted.

#### **Article V – Reproduction of Agreement**

- 5.1 As soon as possible following the ratification of this Agreement, a copy will be produced by the Central Office and proofed by the MCT negotiating committee. The Central Office will be responsible for producing and posting a copy of the Agreement on the Marietta School website in a way that can be privately accessed by teachers. Each year if negotiations are not entered into, the Central Office shall update the school year on the coversheet and salary schedule.

## SIGNATURE PAGE


Tentative agreement has been reached on all of the foregoing items on this 15<sup>th</sup> day of June 12, 2017.

\_\_\_\_\_  
Chief Negotiator, Board of Education of  
Independent School District 1016 of Love  
County, Oklahoma

\_\_\_\_\_  
Chief Negotiator, Marietta Classroom  
Teachers

Final Agreement has been reached and ratification conferred on all of the foregoing items which shall be in lieu of and which shall exclusively govern all previously existing policies, practices, procedures, wages, hours and other terms and conditions of employment for all certified personnel of the Marietta School District.

6-26-17  
Date Ratified

  
\_\_\_\_\_  
President of the Board of Education of  
Independent School District 1016 of Love  
County, Oklahoma

6/13/17  
Date Ratified

  
\_\_\_\_\_  
President of Marietta Classroom  
Teachers

# **APPENDIX A**

## **MINIMUM CRITERIA FOR EFFECTIVE TEACHING PERFORMANCE**

**APPENDIX A**  
**MINIMUM CRITERIA FOR EFFECTIVE TEACHING PERFORMANCE**

**I. PRACTICE**

**A. Teacher Management Indicators**

**1. Preparation**

The teacher plans for delivery of the lesson relative to short-term and long-term objectives.

**2. Routine**

The teacher uses minimum class time for non-instructional routines thus maximizing time on task.

**3. Discipline**

The teacher establishes rapport with students and provides a pleasant, safe and orderly climate conducive to learning.

**B. Teacher Instructional Indicators**

**1. Establishes Objectives**

The teacher communicates the instructional objectives to students.

**2. Stresses Sequence**

The teacher shows how the present topic is related to those topics that have been taught or that will be taught.

**3. Relates Objectives**

The teacher relates subject topics to existing student experiences.

**4. Involves All Learners**

The teacher uses signaled responses, questioning techniques and/or guided practices to involve all students.

**5. Explains Content**

The teacher teaches the objectives through a variety of methods.

**6. Explains Directions**

The teacher gives directions that are clearly stated and related to the learning objectives.

**7. Models**

The teacher demonstrates the desired skills.

8. Monitors

The teacher checks to determine if students are progressing toward stated objectives.

9. Adjusts Based on Monitoring

The teacher changes instruction based on the results of monitoring.

10. Guides Practice

The teacher requires all students to practice newly learned skills while under the direct supervision of the teacher.

11. Provides for Independent Practice

The teacher requires students to practice newly learned skills without the direct supervision of the teacher.

12. Establishes Closure

The teacher summarizes and fits into context what has been taught.

**II. PRODUCTS**

A. Teacher Product Indicators

1. Lesson Plans

The teacher writes daily lesson plans designed to achieve the identified objectives.

2. Student Files

The teacher maintains a written record of student progress.

3. Grading Patterns

The teacher utilizes grading patterns that are fairly administered and based on identified criteria.

B. Student Achievement Indicators

Students demonstrate mastery of the stated objectives through projects, daily assignments, performance, and test scores.

# **APPENDIX B**

## **PERSONAL DEVELOPMENT PLAN**

**PERSONAL DEVELOPMENT PLAN  
MARIETTA PUBLIC SCHOOLS**

**Teacher** \_\_\_\_\_

**Date** \_\_\_\_\_

**Type:**   **Stand Alone**      **Observation Related**      **Evaluation Related**

**Introduction:**

**Areas of Deficiency: (Cite/Summarize the situation and/or Observation/Evaluation details – Be sure to reference appropriate indicators)**

**Performance Level Desired: (Provide a list of Expectations)**

**Provide an Action Plan: (Using SMART - Specific, Measurable, Attainable, Resources attached, Timeline included- Including Assistance to be Provided)**

**Conclusion:**



# **APPENDIX C**

## **REDUCTION IN FORCE FORMS**

[SCHOOL DISTRICT LETTERHEAD]

Date

Name  
Address

Re: Notice of Hearing on Recommendation for Nonreemployment [or Dismissal]  
due to  
Potential Reduction in Force

Dear (Mr. or Ms.) \_\_\_\_\_:

This is to notify you that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_p.m. the Board of Education will hold a hearing at \_\_\_\_\_, at which time the board will consider and determine whether to accept the superintendent's recommendation that [your position be eliminated and that your contract not be renewed for the \_\_\_\_ - \_\_\_\_ school year] [that your position be eliminated and that you be immediately dismissed from your employment] due to a reduction in force.

Enclosed with this letter is a copy of the superintendent's recommendation which sets out the cause or causes and underlying facts on which the recommendation is based and which is incorporated herein by reference.

You have the right to appear before the Board at the hearing and present your position, and witnesses and other evidence, as to why a reduction in force is not necessary, why [your specific teaching position should not be eliminated and why your teaching contract for the \_\_\_\_ - \_\_\_\_ school year should be renewed] [your specific teaching position should not be eliminated and why you should not be immediately dismissed.] You will be given an 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 hearing, please feel free to contact the superintendent of schools.

Very truly yours,

Clerk of the Board of Education

Enclosure

**(TO BE PERSONALLY DELIVERED TO TEACHER AND TO BE MAILED BY  
CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSEE ONLY)**

**(IF A TEACHER IS DISMISSED RATHER THAN NONREEMPLOYED THEN THE LANGUAGE  
OF THIS LETTER NEEDS TO REFLECT A DISMISSAL.)**

[SCHOOL DISTRICT LETTERHEAD]

Date

Name  
Address

Re: Notice of Board Action for Your Non reemployment [or Dismissal] due to  
Reduction in Force

Dear (Mr. or Ms.) \_\_\_\_\_:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Board of Education of the Marietta School District voted to eliminate your employment position and to (not renew) (dismiss you from) your contract for the \_\_\_\_ - \_\_\_\_ school year because of a reduction in force.

The basis for the Board's decision is:

---

---

The decision of the Board of Education is final and non-appealable.

If the Board decides to reinstate your specific position within the next school year, you will be notified and may be eligible to be reemployed.

Very truly yours,

Superintendent of Schools

**(TO BE PERSONALLY DELIVERED TO TEACHER AND TO BE MAILED BY  
CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSEE ONLY)**

**(IF A TEACHER IS DISMISSED RATHER THAN NONREEMPLOYED THEN THE LANGUAGE  
OF THIS LETTER NEEDS TO REFLECT A DISMISSAL.)**

# **APPENDIX D**

## **SALARY SCHEDULE**

# Marietta Public Schools

## 2017-2018 Certified Position Schedule

Yrs	Bachelors (Equal to State Mininum)	Bachelors +15	Masters (Equal to State Mininum)	Masters + 15	Masters + 30	Doctors (Equal to State Mininum)	TR Credit
0	\$ 31,600.00	\$ 31,900.00	\$ 32,800.00	\$ 33,050.00	\$ 33,300.00	\$ 34,000.00	\$ 60.15
1	\$ 31,975.00	\$ 32,275.00	\$ 33,175.00	\$ 33,425.00	\$ 33,675.00	\$ 34,375.00	\$ 103.41
2	\$ 32,350.00	\$ 32,650.00	\$ 33,550.00	\$ 33,800.00	\$ 34,050.00	\$ 34,750.00	\$ 145.65
3	\$ 32,725.00	\$ 33,025.00	\$ 33,925.00	\$ 34,175.00	\$ 34,425.00	\$ 35,125.00	\$ 188.15
4	\$ 33,100.00	\$ 33,400.00	\$ 34,300.00	\$ 34,550.00	\$ 34,800.00	\$ 35,500.00	\$ 233.33
5	\$ 33,500.00	\$ 33,800.00	\$ 34,700.00	\$ 34,950.00	\$ 35,200.00	\$ 35,900.00	\$ 278.76
6	\$ 33,900.00	\$ 34,200.00	\$ 35,100.00	\$ 35,350.00	\$ 35,600.00	\$ 36,300.00	\$ 325.26
7	\$ 34,300.00	\$ 34,600.00	\$ 35,500.00	\$ 35,750.00	\$ 36,000.00	\$ 36,700.00	\$ 372.82
8	\$ 34,700.00	\$ 35,000.00	\$ 35,900.00	\$ 36,150.00	\$ 36,400.00	\$ 37,100.00	\$ 421.44
9	\$ 35,100.00	\$ 35,400.00	\$ 36,300.00	\$ 36,550.00	\$ 36,800.00	\$ 37,500.00	\$ 471.12
10	\$ 35,950.00	\$ 36,250.00	\$ 37,575.00	\$ 37,825.00	\$ 38,075.00	\$ 39,625.00	\$ 521.87
11	\$ 36,375.00	\$ 36,675.00	\$ 38,000.00	\$ 38,250.00	\$ 38,500.00	\$ 40,050.00	\$ 573.67
12	\$ 36,800.00	\$ 37,100.00	\$ 38,425.00	\$ 38,675.00	\$ 38,925.00	\$ 40,475.00	\$ 626.54
13	\$ 37,225.00	\$ 37,525.00	\$ 38,850.00	\$ 39,100.00	\$ 39,350.00	\$ 40,900.00	\$ 680.48
14	\$ 37,650.00	\$ 37,950.00	\$ 39,275.00	\$ 39,525.00	\$ 39,775.00	\$ 41,325.00	\$ 735.47
15	\$ 38,075.00	\$ 38,375.00	\$ 39,700.00	\$ 39,950.00	\$ 40,200.00	\$ 41,750.00	\$ 791.53
16	\$ 38,500.00	\$ 38,800.00	\$ 40,125.00	\$ 40,375.00	\$ 40,625.00	\$ 42,175.00	\$ 848.65
17	\$ 38,925.00	\$ 39,225.00	\$ 40,550.00	\$ 40,800.00	\$ 41,050.00	\$ 42,600.00	\$ 906.83
18	\$ 39,350.00	\$ 39,650.00	\$ 40,975.00	\$ 41,225.00	\$ 41,475.00	\$ 43,025.00	\$ 966.07
19	\$ 39,775.00	\$ 40,075.00	\$ 41,400.00	\$ 41,650.00	\$ 41,900.00	\$ 43,450.00	\$ 1,026.38
20	\$ 40,200.00	\$ 40,500.00	\$ 41,825.00	\$ 42,075.00	\$ 42,325.00	\$ 43,875.00	\$ 1,087.75
21	\$ 40,625.00	\$ 40,925.00	\$ 42,250.00	\$ 42,500.00	\$ 42,750.00	\$ 44,300.00	\$ 1,150.18
22	\$ 41,050.00	\$ 41,350.00	\$ 42,675.00	\$ 42,925.00	\$ 43,175.00	\$ 44,725.00	\$ 1,213.68
23	\$ 41,475.00	\$ 41,775.00	\$ 43,100.00	\$ 43,350.00	\$ 43,600.00	\$ 45,150.00	\$ 1,278.23
24	\$ 41,900.00	\$ 42,200.00	\$ 43,525.00	\$ 43,775.00	\$ 44,025.00	\$ 45,575.00	\$ 1,343.85
25	\$ 42,325.00	\$ 42,625.00	\$ 43,950.00	\$ 44,200.00	\$ 44,450.00	\$ 46,000.00	\$ 1,410.53
26	\$ 42,750.00	\$ 43,050.00	\$ 44,375.00	\$ 44,625.00	\$ 44,875.00	\$ 46,425.00	\$ 1,410.53
27	\$ 43,175.00	\$ 43,475.00	\$ 44,800.00	\$ 45,050.00	\$ 45,300.00	\$ 46,850.00	\$ 1,410.53
28	\$ 43,600.00	\$ 43,900.00	\$ 45,225.00	\$ 45,475.00	\$ 45,725.00	\$ 47,275.00	\$ 1,410.53
29	\$ 44,025.00	\$ 44,325.00	\$ 45,650.00	\$ 45,900.00	\$ 46,150.00	\$ 47,700.00	\$ 1,410.53
30	\$ 44,450.00	\$ 44,750.00	\$ 46,075.00	\$ 46,325.00	\$ 46,575.00	\$ 48,125.00	\$ 1,410.53

### Additional Benefits:

7% Teacher Retirement Contribution on Salary Schedule Amount less the TR Credit Amount Based on Years Experience.

Additional Compensation Equal to the TR Credit Amount Based on Years Experience

\$15,000 Life Insurance Policy

### Choice of:

(1) \$6,852.48 Flexible Benefit Allowance for Purchase of Major Medical Health Care Coverage offered by School District.

(2) \$836.52 Cash in Lieu of Flexible Benefit Allowance

*Approved by Board of Education 6-26-17*

**APPENDIX E**  
**EXTRA-CURRICULAR**  
**PAY SCHEDULE**

Marietta Public Schools  
Extra Duty Pay Schedule  
2017-18

**FOOTBALL**

Head High School Football	\$ 8,000.00
Assistant High School	\$ 3,500.00
Jr. High Head Coach	\$ 2,250.00
Jr. High Assistant Coach	\$ 1,500.00
7th Grade Head Coach	\$ 1,250.00
7th Grade Assistant	\$ 1,000.00

**BASEBALL/SOFTBALL**

Head High School Baseball	\$ 5,000.00
High School Assistant	\$ 3,000.00
Head Jr. High Baseball	\$ 2,000.00
Head High School Softball (per season)	\$ 5,000.00
Asst. High School Softball (per season)	\$ 3,000.00
Head Jr. High Softball (per season)	\$ 2,000.00
Asst. Jr. High Softball (per season)	\$ 1,000.00

**COUNSELORS**

High School Counselor	\$ 2,500.00
Middle School Counselor	\$ 2,000.00
Elementary Counselor	\$ 2,000.00

**MISCELLANEOUS**

High School Student Council	\$ 1,000.00
Middle School Student Council	\$ 750.00
Yearbook	\$ 2,500.00
High School Academic Team	\$ 1,500.00
Middle School Academic Team	\$ 1,000.00
Speech/Debate	\$ 4,000.00
Assistant Speech/Debate	\$ 1,500.00
Federal Programs	\$ 2,500.00
Test Coordinator	\$ 2,750.00
Powerlifting	\$ 1,200.00
Elem./MS/ HS Library (per library)	\$ 1,000.00
Junior Prom Sponsor	\$ 2,000.00
Senior Class Sponsor	\$750
Film Football Game	\$20 Per game
Driver's Ed Summer Program	\$20 per hour
Summer Weight Program	\$10 per hour
G/T Building Site Coordinator	\$ 750.00
Football Gate Duty	\$25 per night
Basketball Gate Duty	\$15 1st Game plus \$5 for each additional game
Basketball Score Keeper	\$15 1st Game plus \$5 for each additional game
Concession Supervisor (Football and Basketball)	\$100 a home game

**BASKETBALL**

Head High School Basketball	\$ 7,000.00
Assistant High School	\$ 3,000.00
9th Grade Boys Basketball	\$ 1,750.00
9th Grade Girls Basketball	\$ 1,750.00
8th Grade Boys Basketball	\$ 1,500.00
8th Grade Girls Basketball	\$ 1,500.00
7th Grade Boys Basketball	\$ 1,250.00
7th Grade Girls Basketball	\$ 1,250.00
6th Grade Boys Basketball	\$ 1,000.00
6th Grade Girls Basketball	\$ 1,000.00
5th Grade Boys/Girls Basketball	\$ 800.00

**TRACK**

Head High School Boys Track (9-12)	\$ 3,500.00
Head High School Girls Track (9-12)	\$ 3,500.00
Assistant High School Boys Track	\$ 2,500.00
Assistant High School Girls Track	\$ 2,500.00
Middle School Head Boys Track	\$ 1,250.00
Middle School Head Girls Track	\$ 1,250.00
Middle School Boys Track	\$ 900.00
Middle School Girls Track	\$ 900.00
Boys Cross Country Head Coach	\$ 3,000.00
Girls Cross Country Girls Coach	\$ 3,000.00
Cross Country Assistant Coach	\$2,500.00

**MUSIC**

Elem./MS/HS Band	\$ 7,000.00
MS/HS Vocal Music	\$ 5,000.00
Flag Corps	\$ 500.00
Elem. Vocal Music	\$ 900.00

**CHEERLEADING**

High School Cheerleading	\$ 3,000.00
Jr. High Cheerleading	\$ 2,000.00

**Department Heads/Lead Teachers**

Lead Teachers for Primary/Elem.	\$300
Department Heads in MS/HS (Math, English, History, Science, and Specials)	\$300

## **APPENDIX F**

### **GRIEVANCE FORMS**



## GRIEVANCE REPORT FORM

**LEVEL**            **I**            **II**            **III**            **IV**

(Circle one to indicate level of Grievance)

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

Name of Grievant \_\_\_\_\_

Building \_\_\_\_\_

Assignment \_\_\_\_\_

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

B.      Relevant contract provisions: \_\_\_\_\_

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

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D.      Relief desired: \_\_\_\_\_

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

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

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

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Signature \_\_\_\_\_

Date \_\_\_\_\_

(Instructions on Next Page)

## INSTRUCTIONS

The purpose of the grievance procedure is to facilitate free, easy, and effective communication between teachers and the administrative staff in order to secure, in good faith, equitable solutions to problems which may arise from time to time. Careful attention to contract requirements for a grievance and the proper procedure for completing a grievance form and the filing of same, as hereinafter detailed, will help to insure an expeditious and thorough consideration of each grievance.

Grievance Report Forms may be secured from school building offices and the MCT officers and should be filed at each level of the grievance procedure.

1. Each portion of the Grievance Report Form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved and what occurred.

Detailed information of the facts involved, the relevant contract provisions, and the manner in which they are related are extremely important in order to provide a basis upon which a fair, thorough, and expeditious decision may be made.

2. Under Section B of the Grievance Report Form those relevant contract provisions which the grievant contends have been violated, misinterpreted, or misapplied, should be specified.
3. Under Section C the grievant should state his/her claim by describing the manner in which the factual contentions are related to the relevant contract provisions and how a violation, misinterpretation, or misapplication of the contract has occurred.
4. Under Section D the grievant should specify the relief which he/she desires as a result of the grievance.

# **APPENDIX G**

## **PROCEDURAL AGREEMENT**

# PROFESSIONAL NEGOTIATIONS PROCEDURAL AGREEMENT

BETWEEN

## **MARIETTA BOARD OF EDUCATION AND MARIETTA CLASSROOM TEACHERS**

### **I. PURPOSE**

- 1.1 The Board of Education of the Marietta Public Schools and the Marietta Classroom Teachers recognize the need for an orderly process of communication for administering employer/employee relations which conform to Oklahoma Statutes 05-70-509 et seq. Pursuant to that goal, the Board and the MCT enter into the following agreement regarding negotiations.

### **II. RECOGNITION**

- 2.1 This agreement is made and entered into by and between the Marietta Classroom Teachers, hereinafter termed the "MCT", and the Board of Education of the Marietta Public Schools, hereinafter termed the "Board".
- 2.2 The Board hereby recognizes the MCT as the exclusive representative for the bargaining unit consisting of all certified and licensed employees, excluding administrators, of the Marietta Public Schools. The Board agrees not to negotiate with any individual member of the bargaining unit for the duration of this Agreement. Further, no individual member of the bargaining unit shall negotiate with the Board except through their duly recognized bargaining representative.

### **III. SCOPE OF BARGAINING**

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

### **IV. NEGOTIATIONS PROCEDURES**

- 4.1 Negotiations Teams
  - 4.1.1 The Board and the MCT shall each designate in writing the names of not more than five (5) persons (and two alternates) who shall serve as their respective representatives for negotiations pursuant to the provisions of this agreement. Each party shall also designate the person who will serve as spokesperson
- 4.2 Opening Negotiations
  - 4.2.1 Between March 1 and March 31 of each ensuing year, either the MCT or the Board may submit a written request for negotiations to commence to the other party if they desire there to be negotiations for that year. If no such request is made by the above date, negotiations will not take place for the ensuing year.
  - 4.2.2 The first negotiations session shall occur on a mutually agreeable date no later than thirty (30) days after the written request, unless another date is mutually agreed upon by the parties.

4.2.3 Both parties shall submit their proposals for negotiations at the first session.

4.3 Negotiations Sessions

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

4.3.2 Negotiations sessions shall be scheduled at times which will not interfere with the teacher workday and the educational programs of the district.

4.4 Tentative Agreement

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

4.4.2 When tentative agreement is reached on any item, it shall be reduced to writing and signed and dated by the spokespersons of each team. When tentative agreement is reached on all items, they shall be submitted first to the membership of the MCT for ratification and then to the Board for ratification.

**V. IMPASSE**

5.1 Mediation

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

5.1.2 Within two (2) working days of such declaration, by mutual agreement, either party may request the services of the Federal Mediation and Conciliation Service.

5.2 Fact Finding

5.2.1 If the mediation process has been utilized and has failed to bring about agreement on all items (or if mediation was not used), the unresolved items shall be submitted to fact finding as follows:

5.2.2 A fact finding committee consisting of three (3) members shall be formed. One member shall be selected by the Marietta Classroom Teachers, and one member shall be selected by the board, within five (5) days. These two members will notify the State Superintendent of Public Instruction that fact-finder is needed. The State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact-finders to the parties. If the representative of the Board and the representative of the Marietta Classroom Teachers cannot agree upon a name, then there shall be a coin toss. The winner of the toss shall decide

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

- 5.2.3 Within five (5) days after the selection of a chairperson, the representatives of the parties shall meet to exchange written language of each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiating team.
- 5.2.4 The cost for the services of the fact finding committee, including the per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: The Board shall assume the expenses of the representative selected by the Board, the MCT shall assume the expenses of the representative selected by the MCT, and the expenses of the third member shall be shared equally by the Board and the MCT.
- 5.2.5 The fact finding committee shall have the authority to establish procedural rules, conduct investigations and hold hearings during which each party to the dispute shall be given the opportunity to present its case with supporting evidence.
- 5.2.6 The chairperson shall convene the committee for fact finding. The committee shall meet with representatives of both parties, and within twenty (20) days after the fact- finding hearing, shall present its written recommendations to the Board and the MCT. The report shall set forth findings of fact and recommendations on the issues submitted.
- 5.2.7 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 MCT. The parties shall meet within seven (7) days of the request, unless both parties deem it necessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representative shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements as provided for by this action, either party may discontinue such effort.
- 5.2.8 The local board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the local board of education shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

## **VI. SAVINGS CLAUSE**

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

## **VII. DURATION OF AGREEMENT**

- 7.1 This Agreement shall become effective upon ratification by the Board and the MCT. The Agreement shall be effective for the period of one (1) fiscal year and shall be renewed automatically without modification unless the parties agree on an amendment. Notice shall be given, in writing, by January 10 of any year, by either party, that the party desires to modify or amend this Agreement.
- 7.2 In the event that the MCT disbands or otherwise ceases to be the recognized bargaining agent, this Agreement shall be null and void on the date of such disbanding or cessation of representation.

## **VIII. RIGHTS OF THE BOARD**

- 8.1 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.
- 8.2 There shall be no negotiations on managerial policy retained by the Board as determined by the statutory duties and powers of the Board as outlined in O.S. 70-5-117.

Adopted: September 14, 1992

Revised: June 2, 2008

Revised: \_\_\_\_\_

PRESIDENT OF THE BOARD \_\_\_\_\_

PRESIDENT OF THE MCT \_\_\_\_\_

## **APPENDIX H**

### **SICK LEAVE SHARING BANK POLICY**



## **MARIETTA SCHOOL DISTRICT POLICY CREATING A SICK LEAVE SHARING BANK**

This policy is established pursuant to Title 70, Section 6-104.6M of the Oklahoma Statutes. A sick leave sharing bank (the "Bank") for all full-time District employees consisting of sick leave days donated by any School District employee will be created under the following guidelines:

1. Permission to receive donations will be granted only for a District employee (a) who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition (b) that has caused or will cause the employee to exhaust all accumulated sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes and (c) that has caused or is likely to cause the employee to take leave without pay or to terminate employment.
2. The Bank will be administered by an employee committee (the "Committee") consisting of three (3) administrators, who shall be appointed by the Superintendent of Schools. Vacancies on the Committee shall immediately be filled in the same manner as set forth above. Committee members shall serve for one fiscal year, but are eligible for annual reappointment and shall be appointed no later than September 1 of each year. The Committee shall elect a chairman from its members.
3. For purposes of this policy, the following definitions apply:

"Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent or parent of the employee.

"Household members" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another, including foster children and legal wards, even if they do not live in the household. This term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

"Severe" or "extraordinary" means serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom.

"District employee" means any employee of the School District.

"Full-time employee" means a full-time employee of the School District as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee and who is employed a minimum of one hundred seventy-two (172) days.

4. A District employee's request for permission to receive sick leave donations from the Bank must be made to the Committee Chairman, in writing, and may be presented to the Committee Chairman by the District employee or another employee (acting with the affected employee's permission) in his or her behalf. The Committee will meet and make a determination by a majority vote of the Committee members present and voting as to whether: (a) the employee is eligible to receive sick leave days from the Bank and (b) the total number of sick leave days to be given to the employee from the Bank. At least two Committee members must be present in order for the Committee to act. A District employee may be eligible to receive sick leave donations from the Bank if the Committee determines that the employee meets the criteria described in this policy and the employee has followed District policies regarding the use of sick leave. To allow the Committee to determine whether the employee meets the criteria described in this policy, the employee may be required to first submit a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition. Within five (5) business days of the Committee's approval of a District employee to receive sick leave day donations from the Bank, the Committee Chairman shall notify the Superintendent of the District of the name of the District employee and the number of sick leave days authorized by the Committee to be received by the District employee from the Bank. If approval is denied, the Committee Chairman shall notify the Superintendent of that fact. The Superintendent shall notify any requesting employee of the Committee's approval or denial of his/her request. The decision of the Committee shall be final and non-appealable. On or before December 31 and June 1 of each fiscal year the Committee Chairman shall notify the Superintendent of the District of the number of sick leave days in the Bank as of the date of the report.
5. A District employee may use donated sick leave only for the purposes specified in this policy.
6. Sick leave received from the Bank will be paid at the daily rate of the receiving District employee. The sick leave received by a District employee from the Bank will be designated as donated sick leave and will be maintained separately from all other sick leave balances.
7. Sick leave donated to the Bank by any District employee becomes the property of the Bank and may no longer be counted by the donor employee toward current or accumulated sick leave. Sick leave days donated will remain in the Bank until exhausted.
8. The maximum total number of sick leave days that may be received from the Bank by any employee is sixty (60) during his/her total District employment.
9. A District employee may donate to the Bank only sick leave days that are earned and accumulated. A District employee may donate any amount of

sick leave provided the donation does not cause his/her sick leave balance to fall below ten (10) days.

10. Any donation of sick leave days by a District employee to the Bank is strictly voluntary. No District employee shall be coerced, threatened, intimidated or financially induced into donating sick leave under this policy. A contribution of sick leave to the Bank must be confirmed, in writing, by the Committee Chairman to the Superintendent of the School District within five (5) business days of the date of the donation stating the name of the donor employee and then number of sick leave days donated to the Bank. The number of sick leave days of the donor employee shall be appropriately reduced in the District's records by the donated amount.

Approved this 9<sup>th</sup> day of September, 2002.