

Revised Negotiated Agreement and
Procedural Agreement

between

Muskogee Education Association

and

Muskogee Board of Education
District I-20

Original: May 7, 1973
Revised: August 3, 2020

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AGREEMENT BETWEEN MUSKOGEE BOARD OF EDUCATION
and
MUSKOGEE EDUCATION ASSOCIATION

PREAMBLE

This agreement entered into this 7th day of May, 1973, with the most recent revisions on the 3rd day of August, 2020, by and between the Board of Education for Independent School District I-20, City of Muskogee, Oklahoma, hereinafter called the “Board”, and the Muskogee Education Association, hereinafter called the “Association”.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality education for the students of Independent School District I-20 is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service and,

WHEREAS, the members of the teaching profession are particularly qualified to advise in the formulation of policies and programs designed to improve educational standards and,

WHEREAS, the Association is the professional organization organized to represent a majority of the professional educators employed by and serving in the district within the meaning of the law of the State of Oklahoma and, particularly, School Laws of Oklahoma and,

WHEREAS, it is the duty and obligation of the Board and the Association, pursuant to the law of the State of Oklahoma hereinabove referred to, to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment. Differential and/or incentive pay are also subject to negotiation. The Board retains the inherent managerial responsibility conferred upon it by law, including the right to make policy which is not inconsistent with the Negotiated Agreement. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees affected by the impact of realignment of work or technological change.

WHEREAS, the parties have reached certain understandings and agreements one with the other and wish to confirm the same by reducing them to writing as part of this agreement,

NOW THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties as follows;

PROVISIONS

The administration will adjudicate this agreement evenly without prejudice.

This agreement shall become part of the contract entered into between the Board and the individual members of the Association. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law but all other provisions or applications shall continue in full force and effect. All references to Oklahoma Statutes or regulations shall be consistent with the most current Oklahoma School Law.

Copies of this Agreement shall be emailed to all certified staff within thirty (30) days after the Agreement is signed, and fifty (50) printed copies will be given to the MEA President upon request.

NEGOTIATION PROCEDURE

This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

DURATION OF AGREEMENT

This Agreement shall be continued in effect until changed through negotiations as provided in the Negotiation Procedure section. Written notification of the intent to negotiate any section of this Agreement shall be given by either party between April 1 and April 30 of each year.

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, on the day and year first above written.

MUSKOGEE EDUCATION ASSOCIATION MUSKOGEE (I-20) BOARD OF EDUCATION

By: _____

President

By: _____

President

By: _____

Secretary

By: _____

Clerk

PROCEDURAL AGREEMENT

1.0 STATEMENT OF PRINCIPLE

1.1 The Board of Education of Muskogee Public School District I-20, hereinafter called the Board, and the Muskogee Education Association, hereinafter called the Association, appreciate the separate and distinct responsibilities allocated to them by Oklahoma state laws and by moral and ethical obligations to each other, to the youth and to the community. They are also aware that these same responsibilities require communication channels through which these separate responsibilities merge into a united professional relationship. Both parties recognize the desirability of establishing procedures for resolution of differences and that there should be a free and open exchange of ideas and views between all parties in deliberations leading to amicable settlement of differences. However, the Muskogee Board of Education is legally responsible under Oklahoma state laws to provide educational opportunity for every child, and this agreement shall in no way infringe upon the legal duties and responsibilities of the Board of Education and the Superintendent of Muskogee Schools. The Board and the Association recognize their responsibilities toward each other in seeking agreement upon matters of mutual concern and pledge to conduct professional negotiations in good faith. Be it therefore resolved that the Board and Association agree on the following procedure.

2.0 RECOGNITION

- 2.1 The Board recognizes the Association, a professional organization affiliated with the Oklahoma Education Association and with the National Education Association, as the agency through which the teachers of the Muskogee Public School District I-20 develop and represent their considered opinions on matters of educational and professional concern to them.
- 2.2 The Board hereby recognizes the Association as the exclusive representative for the bargaining unit of all certificated and licensed employees, who do not hold supervisory authority over the other certificated and licensed employees, of the Muskogee 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 official negotiation sessions.
- 2.3 The Board and the Association agree to give due consideration to proposals and representations made on behalf of the Association or the Board through their respective elected negotiations teams.

3.0 PURPOSE

- 3.1 The purpose of this procedural agreement is to establish an orderly process by which both parties can present items for negotiation. The Board and the Association recognize the importance of establishing lines of communication between employers and employees and realize that in order for the teaching personnel to communicate with the employer in a more effective way, a procedural agreement for negotiations should be established. The Board and the Association further recognize the process of negotiation as the process for resolving differences between their respective groups. This agreement will enable both the Board and the Association to establish procedures for negotiations on items that will improve the educational system and enhance public relations.

4.0 PROCEDURE

- 4.1 The Board and the Association shall each designate in writing, at the first negotiation session, the names of not less than five (5) and not more than ten (10) persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this Agreement. Each party shall also designate the person(s) on its team who will serve as spokesperson(s).
- 4.2 Neither the Association nor the Board and Administration shall endeavor to establish any control over the other's selection of a team to represent them.
- 4.3 Only members of the respective negotiations teams and consultants may be present during negotiation sessions. Other parties may be permitted to be present only by mutual agreement of the parties.
- 4.4 Meetings shall be conducted between the Board Team and the Association Team with each team designating its own spokesperson(s) and/or chairperson(s). Neither team shall endeavor to establish any control over the other team's selection of a spokesperson(s), its organization, or its use of consultants.
- 4.5 The first regular negotiations session shall occur on a mutually agreeable date not more than sixty (60) days from the date of the written request to negotiate each year. Any mutual agreement to begin negotiations at any other time may be designated in writing and signed by both groups.
- 4.6 One additional special meeting may be held each year if requested by either team. Additional meetings may be held upon mutual agreement.
- 4.7 A meeting may last for one or more sessions. If two or more sessions are required, the length of recess will be by mutual agreement. 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.

When it is mutually agreed upon to use the Win-Win bargaining procedure, both parties will abide by the rules governing that form of bargaining. When agreed upon by both teams, Win-Win training will be held. When Win-Win bargaining is not agreed upon, then the chairmanship of each session will alternate between the Association and the Board. During each session, minutes will be taken by a person designated by the Board's team, except when the Win-Win bargaining is used, and then charted notes will be used in place of minutes. Each team may use audio recording equipment as is deemed necessary at each session.

- 4.8 When tentative agreement is reached on any item, it shall be reduced to writing, and signed and dated by the spokesperson(s) of each team. When both teams have agreed that negotiations have come to a successful conclusion, the Association Team shall present tentatively agreed upon items to the Association for ratification and the Board Team shall present said items to the Board of Education for ratification.

5.0 MEDIATION AND APPEAL

- 5.1 Between the Board Team and the Association Team.
 - 5.1.1 Each shall present written reports to the Board stating points of agreement and disagreement.
 - 5.1.2 The Association Team may arrange a meeting with the Board if the Association of the Association Team deems that the teacher's position has not been satisfactorily presented.
 - 5.1.3 The Board Team may arrange a meeting with the membership of the Association if the Board or the Board Team deems that its position has not been accurately presented.
- 5.2 If negotiations are not successfully concluded by the first day of school and 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.
- 5.3 Within two (2) days of such declaration, the parties may, but mutual agreement, request the services of the Federal Mediation and Conciliation Service.
- 5.4 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. The impasse process will follow state law, School Laws of Oklahoma, and State Board of Education regulations.
- 5.5 All hearings by the fact-finding committee shall be conducted in closed sessions.

6.0 REVISION IN PROCEDURE OR IN PREVIOUS AGREEMENTS

6.1 This and future changes in the procedural agreement, when adopted and signed by both parties, shall remain in effect until renegotiated, either party desiring changes in an agreement shall notify the other party in writing and will meet as specified in section 4.0 of this document. Such changes as are desired will then be renegotiated. These changes, when agreed upon by the teams, shall be submitted for approval to both the Board and the Association.

7.0 APPROVALS

In witness whereof the parties hereto have caused this agreement to be executed as of this 3rd day of August, 2020.

INDEPENDENT SCHOOL DISTRICT I-20 OF MUSKOGEE COUNTY, OKLAHOMA

BY: _____ President, Board of Education

MUSKOGEE EDUCATION ASSOCIATION

BY: _____ President

SECTION I

PERSONNEL POLICIES

I. TEACHER PREPARATION

A. In-Service Education

In-service education consists of experience planned to help individuals and groups on the job perform better than they would without the experience.

The Superintendent of Schools is responsible for the development, maintenance, and operation of an appropriate program of employee service improvement by means of in-service training. He/She, therefore, has the power under the budget control to grant temporary leave of absence or to assign certain employees the responsibility of participating in professional conferences in or out of the city. One aspect of this responsibility is the development and effective operation of curriculum planning, special course, and other special activities which will provide a complete and adequate system of instruction and care for all pupils attending schools.

B. Instructional and Professional Meetings

- 1) Insofar as possible, building meetings, departmental meetings, and general faculty meetings should be schedule far enough in advance to give teachers several days' notice.
- 2) All certified personnel of the Muskogee School System are encouraged to join the M.E.A. and/or other professional associations. As members of a professional organization, teachers are encouraged to attend and participate actively in MEA and/or other professional activities when previous plans are made, and approval is given by the Superintendent of Schools. There will be a loss of pay for non-attendance when school is dismissed for a professional meeting.
- 3) The school district shall provide four and one-half (4 ½) days of professional development sessions and one-half (½) day session for M.E.A. professional meetings. The MEA ½ day will occur between the first (1st) of February and the third (3rd) Monday excluding weekends. The contract year for teachers shall consist of one hundred and seventy-five (175) instructional/deregulation days and five (5) professional days. The District will hold an orientation before the beginning of the contract year of up to five (5) days. All teachers new to the District must complete the orientation within twelve (12) months at no cost to the district.

- a) If absent on any of the District Professional Development Days, a plan must be submitted via email or in writing to the Assistant Superintendent for approval/disapproval within three (3) days of return to work stating how and when the Professional Development will be completed. Assistant Superintendent must accept or reject the plan within two (2) days. The plan must be completed within twenty (20) days of acceptance. This does not apply for Long-Term Leave, Disaster Leave, and the half-day (1/2) check-out.
- b) The District will supply the MEA President a list of unresolved non-attendees within fifteen (15) days of Professional Development Day.

Upon notification of non-attendance, a teacher will have five (5) days to file an appeal with the MEA President. The MEA Certification Committee then will have ten (10) days to make a recommendation(s) to the MEA President. The MEA President will notify the Assistant Superintendent of any appeal(s) and subsequent recommendations of the Certification Committee. If the absence is upheld, within three (3) days submit a plan stating how and when the Professional Development will be completed. Assistant Superintendent must accept or reject within two (2) days. Plan must be completed within twenty (20) days of acceptance. If neither A nor B are resolved, a teacher will be docked for the time missed at the teacher's daily rate. Sick Leave and/or Personal Business Days(s) will not be charged for missing a Professional Development Day.

- c) Days students are not required to make up become professional days for certified staff. On these days, certified staff may use Sick Leave or Personal Business Days.
- 4) When certified staff is required to attend a professional development session outside the regular negotiated day extra duty pay per the negotiated agreement will be automatically paid. The course description will state who is required to attend. The attendance/sign-in sheet will be in lieu of a time sheet.

II. LONG-TERM ABSENCES

A. Family Medical Leave Act (FMLA)

Muskogee Public Schools will abide by Federal Law/Guidelines pertaining to FMLA.

1) Eligible Employees

An eligible employee is one who has worked in the District for at least twelve (12) months and worked at least 1,250 hours in the previous twelve (12) months. This employee is entitled to up to twelve weeks of FMLA per year. The year will be calculated on a rolling or look back year.

2) Nature of FMLA

This leave is unpaid leave, provided:

- a) For leave requested under II.A.1, the employee may elect to substitute personal business or sick leave provided by the District.
- b) Sick Leave/Personal Business may be used in conjunction with FMLA or separately as provided by law.

3) Intermittent Leave

At District expense, the District may require the employee to obtain a second opinion of a health care provider designated or approved by the District. If the two opinions differ, the District will require, at District expense, the employee to 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.

B. Maternity Leave

Governed under Personal Illness Policy

C. Leaves of Absence

An employee who has worked for the school system for three consecutive years may be granted a leave of absence. Leaves of absence may be granted for the remainder of the academic year and extended for one additional year with Board of Education approval. The Board must approve employment during the leave of absence. Failure to get such approval may result in termination of the leave of absence. Request for leave of absence for personal illness or caring for a sick member of the immediate family must be accompanied by a physician's statement.

Teachers are returned from leave of absence in accordance with the Board of Education's regulations. Request for a return from a leave of absence for personal illness must be accompanied by a physician's statement. Upon the expiration of a leave of absence, the teacher shall be returned as agreed by individual written

agreement between the teacher and the Board of Education. Individual Teacher-Board agreements are to be regulated by other areas of the negotiated agreement if not specifically covered by individual Teacher-Board leave of absence agreement. Teachers returning from leave of absence are to return without loss of tenure or seniority. Upon expiration of a leave of absence, the teacher will be returned to a position in his/her field of certification. The teacher will notify the Board of Education by April 1 of each year of his/her intent to request an extension of the leave of absence. If such request is not received by April 1, the present leave of absence will automatically expire. The Superintendent may extend this date for unforeseen circumstances.

The Board shall provide temporary leave of absence with pay for the time necessary for appearance in legal proceedings affecting the employee's employer, the school, the system, or other legal proceedings as required by law except those in which the employee is the defendant or plaintiff.

D. Sick Leave Exchange

The Board of Education has established a leave sharing program for all certified teachers. The program shall permit district employees to donate or receive sick leave. Sick leave may be donated to and/or received by employees within Muskogee Public Schools. The recipient must be pregnant or recovering from, or who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition that has caused or is likely to cause the employee to take leave without pay or to terminate employment.

Guidelines for Sick Leave Sharing are:

- 1) "Relative of the employee" means spouse, child, grandchild, guardian, mother, father, brother, sister, grandparents and corresponding relatives by affinity;
- 2) "Household members" mean those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily of a dormitory or commune;
- 3) "Severe" or "extraordinary" means serious, extreme, or life threatening;
- 4) "District employee" means a teacher of the school district;
- 5) The donator cannot drop below eleven (11) accrued days.

- 6) The recipient of sick leave cannot receive more than 100 days during total employment with district.
- 7) The receiving employee must have exhausted or will exhaust all of his/her earned sick leave, including all applicable state days.
- 8) The Board of Education shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- 9) Sick leave not used will be returned to the donor.
- 10) All sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated or financially induced into donating days.
- 11) The donated sick leave received will be designated as shared sick leave and be maintained separately from other sick leave balances.

III. SHORT-TERM ABSENCES

A. Personal Illness

A teacher shall be entitled to leave with full pay up to ten (10) working days each school year. A teacher may be absent from his/her duties due to personal accidental injury, illness or pregnancy, or accidental injury, or illness in the immediate family without the loss of salary.

B. Unused Sick Leave

Unused sick leave shall be accumulative from year to year as long as the employee remains continuously in the system, provided the maximum sick leave credit shall be reduced by one day for every day the employee is absent for reasons covered by the sick leave policy. Maximum number of days that can be accumulated for the purposes of sick leave shall not exceed one hundred fifty-five (155) days at the beginning of the school year.

The estate of any certified teacher employed more than three years who dies while still employed and is eligible to sell back sick leave will be paid \$50.00 per day for any unused sick leave earned while employed by Muskogee Public Schools.

C. Bereavement Leave

A teacher may be absent without the loss of pay for five (5) days for each death of spouse/child, three (3) days for each death in the family of first- or second-degree relationship. (Guardian, mother, father, brother, sister, grandparents and corresponding relatives by affinity). The three (3)-five (5) day family death limitation shall be extended to five (5)-seven (7) days when distance for travel becomes a factor. One-day absence without loss of pay, but chargeable to sick leave, may be granted upon the death of members of the family other than first- or second-degree relation (aunt, uncle, niece, or nephew). If not used within ten (10) days of the death, approval must be granted by the Superintendent/designee.

D. Professional Duties

Absence without loss of pay to the teacher may be granted by the principals; upon the approval of the Superintendent, for professional duties. The MEA will be granted up to twenty-five (25) release days to be used for Association business as needed. These days must have prior approval by the MEA President, and the Board will pay substitute cost.

An additional twenty (20) days will be granted for OEA/NEA elected or appointed officials to perform duties required of their office. No one person shall receive more than ten (10) days. The district will retain any reimbursement for the cost of substitutes from the OEA/NEA for these days.

E. Civic and Community Activities

Leave without loss of pay to the teacher to participate in civic and community activities may be granted by the principal upon the approval of the Superintendent when such leave has a direct relationship to the school and/or educational welfare (or is designed to contribute to better school-community relations).

F. Jury Duty/Witness

School employees, like other good citizens, are expected to serve on juries or called as a witness when summoned. When absence for such duty has been made and a substitute is required, this substitute will be paid by the Board of Education. When the employee has been reimbursed by the court, he/she will endorse the warrant and bring, or send, it to the District Treasurer. In this way, the employee will have received his/her full salary and the Board of Education is partially reimbursed for the substitute's pay for the lost service of the employee.

G. Personal Business

- 1) The Muskogee School District shall provide for all teachers a minimum of three (3) "unrestricted" days for personal business leave upon the request

of the teacher. An additional two (2) days may be used with the teacher paying \$80.00 per day. Five (5) days prior notification must be given except in the event of an emergency for the fourth and fifth days.

Upon approval of personal business leave, the Board agrees to pay the cost of the substitute for the three (3) personal business days. Teachers will be reimbursed for unused days at the end of the school year at the rate of \$80.00 per day.

- 2) Request for personal business leave shall be made on the Authorization for Absence form provided by the District, and in advance when possible; if not possible, the form should be filed within one day after returning to work. The request will be made to the principal and approved by him/her and the Superintendent of Schools/Designee.
- 3) Personal business leave may not be used on the first five (5) or last five (5) instructional days, the day before or the day after Thanksgiving break, the day before or the day after the Christmas break, the day before of the day after Spring Break, nor during the days of state-mandated testing. Exceptions may be granted by the Superintendent.

H. Disaster Leave

Leave without the loss of pay may be granted at the discretion of the superintendent for absences caused by disaster to an employee's personal property or for other unusual or unavoidable circumstances of hardship. Before disaster leave may be used the employee must use the three (3) personal business days that the district pays for the substitute, except in district-wide emergencies.

I. Military Family Leave

Up to three (3) days of Military Family Leave may be granted up to two (2) times per school year for attendance of ceremonies (graduation, deployment, and return to stateside). If a total of six (6) days are needed (for two occasions), four (4) personal days will be used for this purpose with no restrictions and substitute provided by the District and two (2) days will be covered by the District, leaving one (1) personal day in reserve (with the substitute provided by the District). The application should include appropriate documentation and be submitted to the Superintendent or Superintendent's Designee. "Relative of employee" means spouse, child, grandchild, guardian, mother, father, brother, sister, grandparents and corresponding relatives by affinity.

IV. TEACHER EMPLOYMENT POLICY

A. Out of State Teaching Experience

The Board will recognize all years of out-of-state teaching experience when the documented experience is recognized by the Oklahoma State Department of Education. Affected teachers must submit documentation of out-of-state teaching experience to the Human Resource Department for verification.

B. Reemployment

The Board of Education shall reemploy the regularly employed teachers no later than the first Monday in June. Regularly employed teachers holding stipend positions that pay \$3,500 or higher as per Attachments F and G shall be notified no later than the first Monday in June of non-renewal of their stipend assignments for the following school year. Teachers changing certification/endorsements must notify the personnel office upon receipt of new certificate. Failure to do so may result in disciplinary action.

C. Assignment

The Superintendent of Schools shall place any certified teacher where he/she is the most qualified and will render the most valuable service. If a transfer occurs after the initial reporting date, the teacher will be allowed two (2) days to make the move and prepare materials with a substitute taking the class for the teacher for those two (2) days. If a transfer occurs after the initial last day of school and before the first day of the new school year, the teacher will be given the option to move the first two (2) days of classes with a substitute taking their classes for those days.

D. Reassignment and Transfer

A teacher is free to ask for a change of assignment or transfer, and such a request, accompanied by a statement of the reasons for the request, should always be submitted in writing to the Superintendent. Assignment must be acceptable to the receiving principal. The teacher will be notified of approval or disapproval of their request. A transfer initiated by the administration will be made only after a meeting between the affected teacher and the appropriate member of the Superintendent's staff. During this meeting the affected teacher will be allowed to present pros and cons of the transfer.

When a reduction in the number of teachers in a building is necessary, reassignment shall be made on the basis of school district needs. Teachers who desire a transfer or promotion for the ensuing school year are to file a request with the Superintendent of Schools and Human Resources. Transfers and requests for leave must be submitted annually.

E. Vacancies

The Board of Education and the Association recognize the value of professional growth and experience within the system. Therefore, when a vacancy in a professional area occurs, certified applicants within the System will be given priority consideration. Teachers who desire a transfer or promotion for the ensuing school year are to file a request with the Superintendent of Schools and Human Resources. Transfers and requests for leave must be submitted annually. Every effort will be made to notify teachers of their transfer/reassignment by the first Monday in June.

Any vacancy in any promotional position shall be publicized by a notice posted in every school site for at least five (5) calendar days, exclusive of vacation, in advance of the date of filling such vacancy. Promotional positions shall be defined as: classroom teacher to counselor, counselor to assistant principal, assistant principal to principal, and principal to central administration (directors, supervisors, and administrative assistant). Lateral moves are any move to positions of the same title regardless of site. The vacancies will be emailed to district staff and posted on the website.

Following the initial posting of the vacancy, any teacher who desires to fill any such vacancy shall apply on the District's website.

Beginning July 1 of each year, and extending through September 1, positions will be posted for three (3) days. Information regarding vacancies and impending vacancies shall be available upon request to teachers desiring reassignment, so that they may express their preference as to a new assignment. When a permanent employee is transferred to a temporary position or applies for a temporary position and is hired into that position, the position, which the employee left, will become the temporary position with the teacher maintaining his/her permanent status in the new position.

F. Outside Employment

No teacher should accept outside employment which will interfere with or impair his/her effectiveness in the discharge of his/her duties.

G. Resignations

Any staff member intending to terminate his/her service shall notify the Superintendent of Schools and Human Resources prior to the fifteenth (15th) day after the first (1st) Monday in June. A written resignation must be presented to the Superintendent of Schools and Human Resources with a copy to the principal. Email is an acceptable form.

H. Teacher Attendance at Teachers' Meetings

The Muskogee Education Association shall appoint a Certification Committee to submit to respective building principals a certified list of attendance of teachers at meetings, which have been approved by the Board of Education. This certified list must be presented to the building principals no later than two (2) weeks following the said professional meeting. An MEA membership list will be provided to respective building principals no later than three (3) weeks following the first (1st) day of the school year, with periodic updates as necessary. The Certification Committee will submit only the certification attendance report; any further recommendations for disciplinary measures for non-attendance will come from the building principal.

MEA members must attend local MEA professional meetings, and non-MEA members must report to their respective buildings.

The Muskogee Education Association shall appoint an Appeals Committee to work in conjunction with the Certification Committee. Any teacher whose pay is withheld because of non-attendance and feels that he/she was treated unjustly should appeal to the Appeals Committee. This should be done by letter to the MEA President. The Committee will then conduct hearings and will render a recommendation to the individual and to the administration.

I. Curriculum Planning

The Board and the Association recognize the value of curriculum planning as a vital link in the teaching-learning process. The teacher in any given subject area or grade level, when requested by the principal and other administrative staff, will contribute to planning of the curriculum. No such contribution, however, shall require a violation of any other section of this document. The Board and the Association also recognize that the teacher is most qualified to write the curriculum in a given subject area, and the teacher should be involved in its development in order to implement a successful program.

1) Daily Lesson Plans

Recognizing the need for and importance of daily lesson plans, the Association hereby urges its membership to comply to the fullest extent with the Board of Education Daily Lesson Plan Policy (See School Board Policy).

BOARD OF EDUCATION – DAILY LESSON PLAN POLICY

All classroom teachers must maintain lesson plans, which contain general plans for a month in advance, and weekly detailed lesson plans. Such lesson plans must be available in the building at all times. These plans will be for all classes for which the teacher is responsible. At the close of each teaching day, emergency plans shall be left in a designated

place. This will cause the lesson plans to be readily available for a substitute teacher.

Principals will have the primary responsibility for enforcing this section. Principals shall maintain a written record of teachers who fail to comply with this section.

2) Class Size Limitations

Early childhood classes shall be limited to twenty (20) students with a teacher assistant for a ratio of one (1) adult to ten (10) students.

Class Sizes:

Grades	Students
Pre-K – Kindergarten	20
1 st	21
2 nd – 3 rd	23
4 th – 6 th	25

For Kindergarten through Sixth (6th) grade, if necessary, the District may increase up to two (2) students per class.

Seventh (7th) through Twelfth (12th) grade class sizes shall close at thirty (30) students per class. Administration will strive to balance class sizes among same subject areas. Subjects which are exempt from class size limitations by state law will be exempt from these class size limitations.

3) Weighted Classes (K-12)

Determination of the distribution of special education students in the Muskogee School District shall be the exclusive responsibility of the Board of Education through the Individual Educational Plan (IEP) Team at each school. All such placements shall be in keeping with State and Federal statutes and regulations governing special education students and will be in accordance with the Individual Education Plan (IEP) developed for each student. The Board agrees to be fair and equitable for all staff members regarding the number of special education students assigned to any class. This distribution of special education students will not apply to those subject areas listed in Section 3, Subsection D, of the Education Improvement Act of 1985, House Bill #1466, which are exempt from class size limitations. These subject areas include: physical education, music (vocal and instrumental), art, typing, vocational courses, and library.

4) Duty-Free Lunch Time

Each teacher shall have at least a twenty- (20) minute uninterrupted daily lunch period which will not include any time designated or considered to be a passing period of after the actual scheduled lunch period. Every effort will be made to provide each teacher a minimum of a thirty- (30) minute uninterrupted daily lunch period. The principal at each site shall appoint a committee of teachers, from a list provided by the MEA, to recommend duty schedules, which will provide maximum possible duty-free lunch time for all staff members. Such schedules shall be fair and equitable for all staff members.

5) Length of School Year

The Muskogee District I-20 school year shall be defined as one hundred seventy-five (175) instructional/deregulation days and five (5) professional days. Days students are not required to make up become professional days for certified staff.

6) Length of Teacher Work Day

Except as provided in Section I, Item IV, J (non-teaching duties), regular employment obligations for teachers will be a seven and one-half (7 ½) hour day, inclusive of lunch. Professional Development days will consist of six (6) hours, exclusive of lunch. The fifteen (15) minutes for elementary and the twenty (20) minutes for secondary before the first (1st) bell and the fifteen (15) minutes for elementary and the ten (10) minutes for secondary after the last bell are not intended for instruction but for preparing the classroom for instruction and classroom closure. Should bus duty exceed the workday by fifteen/ten (15/10) minutes for two or more consecutive duties, the teacher may request relief and the principal will provide relief. Teachers will attend, under normal circumstances, no more than one (1) thirty- (30) minute general faculty meeting beyond the seven and one-half (7 ½) school day every week called by their building principal or the Superintendent of Schools. Except in emergency situations, these meetings will not be held on Fridays, or the day preceding a holiday or vacation period. Teachers shall be notified of meetings in advance with teachers having the right to suggest items on the agenda. Individual teachers may be required to work beyond the seven and one-half (7 ½) hour workday to attend a conference with a parent and/or IEP meeting which cannot be scheduled during a typical work day.

Contract Day Begins	First Bell	Last Bell	Contract Day Ends	Half Day Times
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7:35	7:50	2:50	3:05	11:20 – Elementaries, ECC
8:15	8:30	3:30	3:45	12:00 – 6 th GA, Sadler
8:10	8:30	3:30	3:40	7 th /8 th GA, RAA, HS

The Board may change the Start/End of School Day.

J. Non-Teaching Duties

The Board and the Association acknowledge that a teacher’s primary responsibility is to provide learning experiences and that his/her energies should be channeled into this responsibility to the fullest extent. Therefore, they agree that:

- 1) All full-time elementary teachers shall be provided with no less than one (1) fifty- (50) minute period per day exclusively for planning. All full-time 6th Grade Academy, 7th & 8th Grade Academy, and high school teachers shall be provided with no less than one (1) period per day exclusively for planning and preparation. All teachers who travel from one site to another in the same day as part of their teaching assignment, excluding coaches who travel for their sport, shall be given a minimum of twenty-five (25) minutes for travel. Non-teaching duties shall not be assigned to teachers who have both elementary and secondary teaching assignments in the same day.

The time length of planning periods at the 6th Grade Academy, 7th & 8th Grade Academy, and high school are determined by the length of a normal instructional class period. If the length of this period is changed the time for planning will also change.

A Counselor, Teacher Trainer, ISP teacher, REIP teacher, or Registered Nurse will not receive a planning period. The MEA President, ISP teacher, REPI teacher, and Registered Nurse will not be assigned duty. A Counselor may only be assigned a.m. duty.

- 2) Every effort will be made to assure that a teacher’s planning period is used for its intended purpose.
- 3) Every effort will be made to relieve and/or make equitable extra assignments to be performed before or after school, and,
- 4) Every effort will be made by administrators to assign assistants and clerical help to relieve teachers of non-teaching duties such as:

- a) Non-professional assignments, including but not limited to, milk distribution, supervision of cafeterias, sidewalks, bus loading/unloading, or playgrounds.
 - b) Collecting money from students, and
 - c) Inventorying and storing books, delivering books to classrooms, duplicating instructional and other materials, keeping registers and cumulative record cards and other clerical and/or custodial functions.
- 5) There will be uniformity of teacher extra-duty assignments so that there will be consistency for all teachers throughout the entire school system.
- 6) Dispersal of Student Medication

Every effort will be made to relieve classroom teachers of the responsibility of dispensing authorized medications to students. Student medications will be received and logged as per School Board Policy JHCD-A in the School Office and housed in a locked storage area in a central location within the school. Authorized personnel must administer and witness the ingestion of all medications. When possible, all medications should be administered in a private location. All records concerning student medication dispersal must be maintained as per School Board Policy JHCD-A. Each school will select a medication team consisting of the building principal, counselor(s), and others deemed appropriate by the building principal who are authorized to administer student medications. Classroom teachers will not be required to participate on the medication team without their consent. School nurses will serve as ex-officio members of each site-based team. Medication team members' names and a site-based medication disbursement plan will be submitted to the Executive Director of Federal Programs no later than the second full week of the school year. Yearly training for medication dispersal will be provided to all medication team members no later than the fourth full week of the school year. Medication team members can be added and trained throughout the school year on an as-needed basis.

K. Teacher Evaluation

- 1) The primary purpose of the certified teacher evaluation process is for the improvement of instruction.
- 2) Effective with the 2012-2013 fiscal year and continuing each year thereafter until further action of the Board of Education, the District's

qualitative teacher evaluation system shall exclusively be the Tulsa Model TLE Observation and Evaluation System for Teachers (“the Tulsa Model”).

- 3) All teachers will be formally evaluated in accordance with the Tulsa Model. Teachers who meet the statutory requirements may be evaluated every third year.
- 4) All teachers will be evaluated by on-site building administrative personnel who have been trained in how to evaluate under the Tulsa Model and have participated in required training of the State Department of Education. Each teacher will be notified at the beginning of each school year which administrator(s) has/have been designated as his/her evaluator.
- 5) For career teachers required to be evaluated, the first (1st) observation cycle shall be completed in the first (1st) semester.
- 6) For all teachers required to be evaluated, the entire evaluation process will be completed by April 1.
- 7) At the beginning of each school year, the administration shall acquaint teachers with the District’s Tulsa Model Evaluation program and make available to all teachers through hard or electronic copy the Tulsa Model Handbook and the teacher rubrics, including teacher subgroup rubrics as appropriate (counselor, nurse, speech pathologist, etc.). All evaluations shall be made through hard or electronic copy on the Tulsa Model Evaluation forms.
- 8) All evaluations shall be made through hard or electronic copy on the appropriate Tulsa Model Evaluation forms.
- 9) A copy of each formal observation/evaluation shall be given to the teacher twenty-four (24) hours prior to a conference held between the teacher and the evaluating administrator. The teacher shall acknowledge receipt of the evaluation by placing his/her signature thereon following the conference.
- 10) The evaluation conference shall not be held within five (5) days of the second (2nd) observation conference.
- 11) No teacher or district consultant may evaluate a teacher but may be used as a supportive resource for a teacher on a voluntary basis.
- 12) Any teacher assigned to more than one (1) school building shall be evaluated by an administrator in their home building.

- 13) Any teacher who after the first (1st) observation of the year by an assistant principal may request to have the principal become their evaluator.
- 14) Teacher Response to Evaluation: Whenever any evaluation is made of a teacher, a true copy of the evaluation shall be presented to the teacher. The teacher shall acknowledge the written evaluation by his/her signature thereon. Within ten (10) working days after the evaluation, the teacher may respond and said response shall be made part of his/her record. The teacher's response to the evaluation shall be sent to the Human Resources Office at the Education Service Center (ESC). They will acknowledge the receipt of the response and the placement of it in the teacher's record.
- 15) Personal Development Plan: When a Personal Development Plan (PDP) is warranted under the Tulsa Model, the teacher's building principal or certified administrator assigned to the building will develop a Personal Development Plan (PDP). The follow-up/review conference shall not be held sooner than ten (10) working days from the start of the Personal Development Plan (PDP). The maximum length of a Personal Development Plan (PDP) shall be ten (10) working days except in extreme circumstances. The maximum length will be sixty (60) calendar days. If the plan is not completed by the end of the current school year, it may be continued to the next year.
- 16) Except by order of a court of competent jurisdiction, or as otherwise provided by law, evaluation documents and the responses thereto shall be available only to the evaluated teacher, the Board of Education, the administrative staff making the evaluation, the Board and administrative staff of any school to which such teacher applies for employment, the District's attorney, and such other persons as are specified by the teacher in writing.
- 17) The teacher may bring a representative to the post observation/evaluation conference. If the rating is below effective the teacher may insist that the MEA President be the representative.
- 18) If a teacher is evaluated more than once in a school year, their year's rating of record will be the most recent evaluation.
- 19) Formal observations cannot be conducted the last thirty (30) minutes of the instructional day. Formal observations cannot be conducted the week preceding or two (2) instructional days following Christmas Break nor the two (2) instructional days preceding and following Thanksgiving Break and Spring Break.

L. Dismissal and Channel of Appeal

- 1) No teacher shall be dismissed for any reason except those specified per School Laws of Oklahoma. Any further guidelines will be subject to negotiations.
- 2) Any administrator who finds the performance of a teacher unsatisfactory will hold a personal conference with the individual at the time the need for the conference becomes obvious, prior to the time for notification of renewal of contract, to discuss the problem and suggest specific remedial measures. A report of this conference will be written and sent to the Human Resource Office. Such reports shall be signed by the teacher concerned indicating he/she is aware of its contents. The teacher's written rebuttal, if any, shall also be sent to the Human Resource Office. If the individual and/or administrator deem it necessary, a second conference, following similar procedures, shall be held prior to dismissal. Any written decision to terminate the contract shall be based solely upon the cause or causes specified in written reports of teacher's conferences, and the principal's recommendation not to rehire the employee.
- 3) Any certified employee whose contract is not to be renewed by the District for the following year will be notified in writing prior to the first (1st) Monday in June by certified mail or hand-delivered to the teacher by an administrator. This notice will state the reason or reasons for the action. If such notification and a hearing before the Board of Education (if requested by the teacher) are not given by the District, the employee entitled hereto should be conclusively presumed to have been reemployed by the District for the next school year.
- 4) All first term appointments to any position in the division of instruction shall be probationary for a period of three (3) years. All teachers prior to employment shall be thoroughly advised as to the procedure outlined in this article. Counsel and guidance for all teachers during probation is the obligation of all supervisory staff members.

M. Reduction in Force Policy – Certified Teaching Personnel

- 1) 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 necessity 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 for the following fiscal year is necessary.

- b) Definitions: For the purpose of this policy, the following terms have the stated meanings:
1. “Financial Necessity” 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 and the needs of students.
- 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. When teachers are equal under the above criteria, the District will retain the teacher with the highest composite rating under the District’s Teacher and Leader Effectiveness Evaluation System (TLE). 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. The District will dismiss or non-reemploy the teacher(s) who have the least consecutive years of service with the District.
3. When teachers are equal under the above criteria, the District will retain the teacher with the most advanced academic degree status.
4. When the teachers are equal under the above criteria, the District will retain the teacher with National Board Certification.
5. When 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.
6. When 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.
7. When 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.
8. When versatility of certificates is equal, the District will retain the chosen by lot through a process determined by the Superintendent or the Superintendent’s designee.

2) 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 recommendation 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 to 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-employment of teachers for cause. Notice of a recommendation of non-reemployment shall be given to the teacher prior to the first (1st) 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 the Board Decision: The decision of the Board based on the evidence presented at the hearing shall be final and not appealable.
- 3) Reemployment or Other Employment after a Reduction in Force
- a) Recall: For one school year after the effective date on non-reemployment due to a reduction in force, the Board of Education shall not fill positions eliminated through reduction in force without first offering such positions to the non-reemployed and eligible teachers. In order to be an "eligible teacher" for recall, the teacher, at the time of the reduction in force, must have had an overall composite rating, for the time period used, of at least 2.80 on a scale of 5.00 and be certified and qualified to teach in the open position. Recall shall be in the reverse order of the reduction

of force. In the event one or more teachers eligible for recall are equal in all criteria used in the reduction procedure, the Superintendent/Superintendent's designee shall have authority to select the teacher believed to best fit the needs of the district.

- b) Recall Procedures: The offer of reemployment shall be made by certified mail, return receipt requested, and the teacher shall be notified in such notice that if the teacher wishes to accept, the teacher must do so in writing within five (5) calendar days of his receipt of notice. It is the responsibility of the teacher to keep full, accurate and current mailing addresses/phone numbers up to date with Human Resources. Failure to receive acceptable within five (5) calendar days or rejection of the offer of reemployment eliminates all reemployment rights of the teacher.
- c) Status After Recall: A career teacher who has been non-reemployed and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed 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.
- d) Interpretation and Application
 - 1. The interpretation and application of any provision of this policy shall be the exclusive province of the Board of Education.

V. RETIREMENT

A. Timely Retirement

When an employee realizes he/she is retiring or resigning from MPS, he/she must notify the district prior to fifteen (15) days after the first Monday in June with an irrevocable resignation effective no later than August 1 of the same year. It is suggested that you notify teacher retirement ninety (90) days before July 1st.

VI. SUPERVISING TEACHERS

A. Student Teachers

- 1) The quality of teaching done in any classroom is determined in large measure by the kind of preparation the candidate for a certificate receives. Since his/her practice teaching experience in an actual classroom situation under the guidance of a competent, experienced teacher is basic in his/her success, the Muskogee Public Schools will

- cooperate in providing such opportunities to practice teachers of colleges whose teacher-training programs are approved.
- 2) Only those teachers in the Muskogee Public Schools who desire to serve as supervising teachers in such a program will have student teachers assigned to them.
 - 3) Supervising teachers shall have priority in receiving tuition credits from Northeastern State University (NSU) and other institutions, which offer such credit.

B. Entry Level Teachers

- 1) The mentor teacher shall be selected by the principal from a list of qualified volunteers who have submitted their names for that purpose.

VII. PROFESSIONAL RIGHTS AND RESPONSIBILITIES

All teachers shall abide to the following:

- a. The teacher should be courteous, just and professional in all relationships.
- b. Desirable ethical standards require cordial relations between the teacher and pupil, home, and school.
- c. The conduct of the teacher should conform to the accepted pattern of behavior of the most wholesome members of the community. Employee dress should be neat in appearance. Muskogee Public Schools employees shall dress “business casual” in a manner consistent with a professional atmosphere. The impression made on students, visitors, and other employees and the need to promote District and employee safety should be kept in mind.
- d. The teacher should strive to improve educational practices through study, travel, and experimentation.
- e. Unfavorable criticism of associates should be avoided except when made to proper officials.
- f. Membership and active participation in MEA and/or other professional organizations is encouraged.
- g. Honorable contracts, when signed, should be respected by both parties and dissolved only by mutual consent.
- h. The responsibility for reporting all matters harmful to the welfare of the school rests upon each teacher.

- i. The term “teacher” as used here includes all certified persons directly engaged in educational work.
- j. Teachers will be informed of the purpose of any meeting in advance. Teachers have the right to appropriate representation at any meeting intended for disciplinary (documentation for personnel file) purposes and will be allowed twenty-four (24) hours to obtain representation if desired. If the meeting is for a Personal Development Plan (PDP) the MEA Representative will be the MEA President or his/her designee. A meeting will then be scheduled that is convenient to all parties. A teacher has the right to end a meeting between administrative personnel and the affected teacher at any time he/she feels that MEA representation or additional district representation is necessary. In this case a new meeting date will be established to allow the teacher to seek representation.

VIII. PROCEDURES FOR HANDLING STUDENTS

Discipline in each school will be carried out in accordance with Board policies and the District’s Discipline Management Plan. Such policies shall be developed with input from teachers, parents, and students in accordance with School Laws of Oklahoma. The MEA as an Association, through the Superintendent, can provide input to the Board regarding student discipline.

The district shall make every reasonable effort to provide necessary support and assistance to teachers with respect to maintenance of an appropriate learning environment in the classroom. Whenever a student’s behavior suggests the need for in-house or special counseling services, intervention by law enforcement personnel, or other professional services, the District shall take steps to provide these services or to inform parents and students of available services to the extent that no financial liability on the part of the District is incurred. Each school will take steps, when appropriate, to relieve the teacher of said student for the remainder of the period and/or day. Every effort will be made by the administration to communicate to the classroom teacher the services that have been provided or offered and the status of the student’s participation.

IX. PROTECTION OF TEACHERS

A. Assistance in Assault Cases

All cases of assault suffered by teachers in connection with their employment shall be reported in writing by the teacher to the principal who shall transmit the report to the Superintendent. The Superintendent shall acknowledge such reports to the principal and teacher. The teacher shall send a copy of the report to the President of the Muskogee Education Association.

In any case of assault upon a teacher or a complaint or suit by a third party, as a result of action taken by the teacher while performing his/her duties, the Board shall render assistance to the teacher in connection with handling of the incident by the law enforcement and judicial authorities.

B. Legal Counsel

If civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request the Board to furnish legal counsel to defend him/her.

C. Compensation for Lost Time

If an assault on a teacher results in loss of time, the teacher shall be paid in full for such time and such absence shall in no event be deducted from any sick leave to which such teacher is entitled. The Board is to determine the time limits for each case based on the individual circumstances.

If a teacher receives workman's compensation benefits stemming from work-related injuries, all salary for missed days will be withheld. However, if the teacher chooses to continue to collect salary, then the workman's compensation benefits must be rendered to the District. Any monetary benefits stemming from a legal settlement as a result of a work-related assault or injury are not subject to any restrictions by the District.

X. PAYROLL DEDUCTIONS

A. Tax-Sheltered Annuities

The Board of Education shall deduct tax-sheltered annuities as provided by state law and regulations.

B. Federal Withholding

This tax varies with the amount of income and the number of dependents claimed.

C. Twelve Months Professional Pay Plan

All professional staff will be paid in twelve equal periods, ONE SUCH PAY PERIOD PER MONTH. Payday will be on the twentieth (20) day of each month beginning in August. The only exception to the above will be (i) those professional staff members who have resigned or have been terminated, and (ii) if the twentieth (20th) falls on a weekend or holiday, payday will be on the last working Friday preceding the weekend or holiday. July checks will be distributed

on the June payroll date. In case of resignations or terminations, all monies due to said professional staff members will be due and payable as soon as payroll processing can be accomplished.

XI. PROFESSIONAL COOPERATION

- A. The Muskogee Education Association will meet with the Superintendent and/or designee prior to seeking Board approval and make recommendations concerning the school calendar and payroll periods for the ensuing school year.
- B. The Board Agenda and Board briefing packet/CD will be delivered to the MEA President and Negotiation Chairperson(s). Any legal or confidential material may be excluded from the packet/CD.
- C. The MEA President will receive time contingent upon MEA’s reimbursement in full of the total portion of the school day designated for presidential release time based on the individual’s total district compensation, MEA will receive a bill prepared by the office of finance for the total amount due no later than June 1. The amount must be paid to the District no later than June 30 each year.

If release time is not granted, the stipend will be determined by the MEA. The MEA will reimburse the District for the stipend. The District will pay the fringe benefits on the stipend. The MEA President will determine his/her planning period. In an emergency situation, the District agrees not to charge the MEA or the MEA President for absences less than half (½) day for MEA business.

- D. A committee appointed by the MEA President will meet with a committee of the administrative staff to discuss concerns/district budget that have previously been addressed at the building level. Meeting dates shall be for the 2020-2021 school year:

September 17, 2020	October 22, 2020	November 19, 2020	January 21, 2021
February 18, 2021	March 25, 2021	April 22, 2021	

- E. Standards for Committees

- 1) Email minutes of meetings within at least seven (7) days after the meeting.
- 2) Post minutes on the District website (District Committees Only).
- 3) District-wide committees should have an administrator and a secretary.
- 4) A list of committee members will be posted on the web.

- 5) Notice of meetings will be given at least one week in advance.
 - 6) Decisions and recommendations made by committees will be presented to the Board, if applicable. If changes to the committees' recommendations are made by the Board, a report will be made to the committee within seven (7) days.
 - 7) Committee framework will be established up front.
 - 8) Follow Negotiated Agreement when applicable.
- F. The Board recognizes the MEA's right to conduct appropriate MEA business through the use of District email as long as it does not interfere with instructional time of the day.

XII. TEACHER SALARY SCHEDULE AND FRINGE BENEFITS

- A. The Board of Education and the Association agree to the salary schedule prepared jointly by the Administrative, and the Muskogee Education Association Teams as shown in Attachment A of this document. Salaries as per attached pay schedule.
- B. Each teacher to receive the maximum contribution applied to the payment of his/her teacher's retirement based on that teacher's regular annual compensation. Teacher retirement is an assessment through the Oklahoma Teachers' Retirement System.
- C. The Board shall provide for the payment of an employee's individual health insurance premium. Teachers who choose not to participate in the District's Health Plan shall receive the sixty-nine and 71/100 dollars (\$69.71) per month as cash. Teachers whose employment is terminated during the schoolyear shall have no right to receive any cash compensation for the portion of the school year after the teacher's termination.
- D. For the purposes of sick leave reimbursement upon retirement, the District will pay \$50.00 per day for all sick leave accrued during employment not previously paid for by the Muskogee Public Schools. Sick leave transferred into Muskogee Public Schools will be accepted for purposes of retirement with no monetary compensation allowable upon retirement. A record of days purchased will be kept by the district's payroll office in order that the teacher can use those days for retirement purposes.
 - 1) The Muskogee Education Association and the Board agree that starting July 1, 2012, current certified employees will be limited to two hundred and fifty (250) sick leave days for the purpose of buy back of unused sick leave. All certified employees who already have more than two

hundred and fifty (250) days of sick leave will max at that level as of June 30, 2012. Any days accrued above the max may still be used for the purpose of additional year of experience for retirement. All certified employees hired after July 1, 2012, will not be able to sell back unused sick leave but will still be able to accrue days for use at retirement.

- E. A teacher who substitutes/provides coverage for other teachers shall be reimbursed at the rate of \$35.00 per period/hour (not to exceed \$70.00 for two extra classes per period/hour). Teachers who are absent from one (1) period/hour up to three and three-quarter (3.75) hours shall be charged with one-half day of applicable leave. Teachers who are absent more than three and three-quarter (3.75) hours shall be charged with a full day of applicable leave.

Teachers who voluntarily substitute for other teachers shall not be compensated and such substituting shall not result in any leave being charged to the teacher for whom they substituted. This type of absence must be one (1) period/hour or less.

When there are no other options available, non-administrative certified personnel on a planning period will be utilized to help cover classes in a fair and equitable manner. This will be done on a rotation basis only after volunteers have been solicited.

- F. Muskogee teachers will be given free general admission to all Muskogee Public Schools athletic events and be given an opportunity to purchase reserved seating to those events at the current rate minus the general admission cost. The teacher must produce their school ID upon request.
- G. Elementary Alternative Placement teachers shall receive regular pay plus five percent (5%).

SECTION II GRIEVANCE PROCEDURE

I. DEFINITIONS

- A. A “grievance” is a claim based upon an event or condition which affects the condition or circumstances under which a teacher or group of teachers work, allegedly caused by a violation, misinterpretation, or misapplication of the provisions of this Agreement. (It is understood that the term “grievance” shall not apply to any matter as to which the Board is without authority to act.)
- B. An “aggrieved person” is the individual or individuals making the claim.
- C. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. All time limits herein mentioned shall consist of working school days, except where otherwise indicated; weekend or holiday days are hereby excluded.

II. PURPOSE

- A. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

III. PROCEDURE

- A. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally and confidentially with any appropriate member of the administration, and having the grievance adjust without intervention of the Muskogee Education Association provided the adjustment is not inconsistent with the terms of this agreement.
- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

- C. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- D. In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of the school year, should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved in the new school term under the terms of this grievance procedure and this item, not under any succeeding grievance procedure.
- E. Upon selection and certification by the Muskogee Education Association, the Board shall recognize a grievance committee of three members from each building who shall act in all grievance cases within their school. The Muskogee Education Association reserves the right to substitute a different representative for a particular school, when a committee is also either an aggrieved person, a party in interest, or closely involved in the actual grievance, provided such substitution is made in writing to all parties in interest. At least one member of the building grievance committee and/or the Muskogee Education Association Professional Rights and Responsibilities (PR&R) Committee shall be present for any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented. The building grievance committee shall essentially perform an advisory function to any party in interest.
- F. The MEA reserves the right to grieve on behalf of two (2) or more individuals. This grievance will begin at Level Three. Grievances of this type shall identify the building(s) involved and the name of the chairperson(s) of the PR&R Committee.

IV. FORMAL GRIEVANCE PROCEDURE

A teacher with a grievance will first discuss it with his/her principal or appropriate supervisor, with the objective of resolving the matter informally.

A. Level One

If the informal discussion does not resolve the issue a formal meeting will be held, either party may exercise the option of being accompanied by a building colleague. Both shall be notified of such intent before the scheduled meeting. The principal/appropriate supervisor shall prepare a written memo of the discussion noting the date of the concern, the date the complaint was first made and the date of the discussion with the concerned teacher. The principal/appropriate supervisor shall forward a copy of this memo to the Human Resource Officer and the

concerned teacher. The memo shall include supporting reasons for the decision and be completed within five (5) days of the meeting.

B. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance, he/she may file a written grievance with his/her principal. Information copies are to be sent by the aggrieved person to the President of the Muskogee Education Association and to the Office of the Superintendent. The principal will arrange and have a meeting with the aggrieved person, the Building Grievance Committee, and him/herself, within five (5) days after receipt of the grievance. The Building Grievance Committee will issue an advisory opinion within two (2) days after the meeting to the aggrieved person, the Building Grievance Committee, the President of the Muskogee Education Association, and to the Office of the Superintendent.

C. Level Three

- 1) Within five (5) days of receipt of the decision rendered by the principal, the decision of the principal may be further appealed to the Muskogee Education Association's PR&R Committee. The appeal shall include a copy of the principal's decision, the grounds for further appeal, and the opinion by the Building Grievance Committee. In addition, it shall state the names of all persons officially present at the prior meeting, and such persons shall receive a copy of the appeal. Within seven (7) days of receipt of the appeal and after completion of a hearing on the case, the Association's PR&R Committee may or may not refer the grievance to the Office of the Superintendent. The opinion of the PR&R Committee does not preclude the individual(s) from continuing the procedure.
- 2) Appeals to the Office of the Superintendent shall be heard by the Superintendent within ten (10) days of his/her receipt of the appeal. Written notification of the time and place of hearing shall be given five (5) days prior thereto the Chairman of the Association's PR&R Committee. The Chairman shall notify the aggrieved person and his/her representative, if any, the Building Grievance Committee, and any administrator who has heretofore been involved in the grievance.
- 3) Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the aggrieved person and all other parties in interest his/her written decision, including supporting reasons, therefore.

D. Level Four

- 1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may further appeal the grievance within five (5) days of receipt of the Superintendent's response. The appeal will be in writing to the chairperson of MEA's PR&R Committee. Within five (5) days written notification requesting a hearing at Level Four will be given to the President of the Board of Education. Information copies will be sent to the MEA's President, members of the MEA's PR&R Committee, and the Office of the Superintendent.
- 2) Within five (5) days of the receipt of the appeal the President of the Muskogee Board of Education will give written notification to the aggrieved and chairperson of the MEA's PR&R Committee for the time of the hearing. The hearing will be no sooner than five (5) days and no later than the next regular scheduled Board meeting or a special meeting which has been called for that purpose.
- 3) The aggrieved and chairperson of MEA's PR&R Committee may exercise their option of being accompanied by his/her representative(s) who may address the Board of Education regarding the grievance. The Board of Education shall transmit its written decision to the aggrieved, chairperson of the PR&R Committee, and the MEA's President within five (5) days after the hearing. The decision of the Board shall be final.

V. GENERAL PROVISIONS

- A. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any members of the PR&R Committee, or any other participant in the grievance procedure whether directly or indirectly involved.
- B. If a teacher elects to pursue any legal or statutory remedy for any grievance, such election will bar any further or subsequent proceedings for relief under the provisions of this procedure.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed in a grievance file separate from the permanent personnel file of any of the participants.
- D. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

- E. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be regarded as acceptance of the decision rendered at that step.
- F. Meetings and hearings under this procedure at Level Two and Level Three shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this procedure. Hearings at Level Four (Board of Education) must be held in Open Session.
- G. Every effort will be made by all parties to avoid any interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
- H. Any Muskogee Education Association member directly or indirectly involved in a given grievance procedure shall not serve in any capacity as the processing of the grievance.

Attachments

Attachment A	Salary Schedules
Attachment B	Athletic Stipends
Attachment C	Activity Stipends
Attachment D	Inactive Stipends
Attachment E	Voluntary Separation Plan
Attachment F	Oklahoma Minimum Criteria for Effective Teaching Performance
Attachment G	Standards of Performance and Conduct for Teachers
Attachment H	Memorandum of Agreements

Attachment A

Step	Bachelor's				
	Salary	TRS	Total Compensation	Daily Rate	5 % Sp Ed
0	\$37,221	\$2,801.59	\$40,022.59	\$222.35	\$2,001.13
1	\$37,640	\$2,833.13	\$40,473.13	\$224.85	\$2,023.66
2	\$38,039	\$2,863.16	\$40,902.16	\$227.23	\$2,045.11
3	\$38,449	\$2,894.02	\$41,343.02	\$229.68	\$2,067.15
4	\$38,858	\$2,924.80	\$41,782.80	\$232.13	\$2,089.14
5	\$39,330	\$2,960.33	\$42,290.33	\$234.95	\$2,114.52
6	\$39,795	\$2,995.33	\$42,790.33	\$237.72	\$2,139.52
7	\$41,157	\$3,097.85	\$44,254.85	\$245.86	\$2,212.74
8	\$41,847	\$3,149.78	\$44,996.78	\$249.98	\$2,249.84
9	\$42,559	\$3,203.37	\$45,762.37	\$254.24	\$2,288.12
10	\$43,360	\$3,263.66	\$46,623.66	\$259.02	\$2,331.18
11	\$43,832	\$3,299.19	\$47,131.19	\$261.84	\$2,356.56
12	\$44,304	\$3,334.72	\$47,638.72	\$264.66	\$2,381.94
13	\$44,775	\$3,370.17	\$48,145.17	\$267.47	\$2,407.26
14	\$45,491	\$3,424.06	\$48,915.06	\$271.75	\$2,445.75
15	\$46,205	\$3,477.80	\$49,682.80	\$276.02	\$2,484.14
16	\$47,018	\$3,539.00	\$50,557.00	\$280.87	\$2,527.85
17	\$47,821	\$3,599.44	\$51,420.44	\$285.67	\$2,571.02
18	\$48,590	\$3,657.32	\$52,247.32	\$290.26	\$2,612.37
19	\$49,360	\$3,715.28	\$53,075.28	\$294.86	\$2,653.76
20	\$50,152	\$3,774.89	\$53,926.89	\$299.59	\$2,696.34
21	\$50,921	\$3,832.77	\$54,753.77	\$304.19	\$2,737.69
22	\$51,692	\$3,890.81	\$55,582.81	\$308.79	\$2,779.14
23	\$52,464	\$3,948.91	\$56,412.91	\$313.41	\$2,820.65
24	\$53,233	\$4,006.79	\$57,239.79	\$318.00	\$2,861.99
25	\$54,936	\$4,134.98	\$59,070.98	\$328.17	\$2,953.55
26	\$55,637	\$4,187.74	\$59,824.74	\$332.36	\$2,991.24
27	\$56,339	\$4,240.58	\$60,579.58	\$336.55	\$3,028.98
28	\$57,043	\$4,293.57	\$61,336.57	\$340.76	\$3,066.83
29	\$57,744	\$4,346.33	\$62,090.33	\$344.95	\$3,104.52
30	\$58,446	\$4,399.17	\$62,845.17	\$349.14	\$3,142.26
31	\$59,048	\$4,444.48	\$63,492.48	\$352.74	\$3,174.62
32	\$59,648	\$4,489.65	\$64,137.65	\$356.32	\$3,206.88
33	\$60,255	\$4,535.33	\$64,790.33	\$359.95	\$3,239.52
34	\$60,861	\$4,580.95	\$65,441.95	\$363.57	\$3,272.10
35	\$61,469	\$4,626.71	\$66,095.71	\$367.20	\$3,304.79
36	\$62,077	\$4,672.47	\$66,749.47	\$370.83	\$3,337.47
37	\$62,685	\$4,718.24	\$67,403.24	\$374.46	\$3,370.16
38	\$63,293	\$4,764.00	\$68,057.00	\$378.09	\$3,402.85
39	\$63,901	\$4,809.76	\$68,710.76	\$381.73	\$3,435.54
40	\$64,509	\$4,855.53	\$69,364.53	\$385.36	\$3,468.23
41	\$65,117	\$4,901.29	\$70,018.29	\$388.99	\$3,500.91

42	\$65,725	\$4,947.06	\$70,672.06	\$392.62	\$3,533.60
43	\$66,333	\$4,992.82	\$71,325.82	\$396.25	\$3,566.29

			Bachelors Plus NBCT		
Step	Salary	TRS	Total Compensation	Daily Rate	5 % Sp Ed
0	\$38,221	\$2,876.86	\$41,097.86	\$228.32	\$2,054.89
1	\$38,640	\$2,908.39	\$41,548.39	\$230.82	\$2,077.42
2	\$39,039	\$2,938.43	\$41,977.43	\$233.21	\$2,098.87
3	\$39,449	\$2,969.29	\$42,418.29	\$235.66	\$2,120.91
4	\$39,858	\$3,000.07	\$42,858.07	\$238.10	\$2,142.90
5	\$40,330	\$3,035.60	\$43,365.60	\$240.92	\$2,168.28
6	\$40,795	\$3,070.60	\$43,865.60	\$243.70	\$2,193.28
7	\$42,157	\$3,173.12	\$45,330.12	\$251.83	\$2,266.51
8	\$42,847	\$3,225.05	\$46,072.05	\$255.96	\$2,303.60
9	\$43,559	\$3,278.64	\$46,837.64	\$260.21	\$2,341.88
10	\$44,360	\$3,338.93	\$47,698.93	\$264.99	\$2,384.95
11	\$44,832	\$3,374.46	\$48,206.46	\$267.81	\$2,410.32
12	\$45,304	\$3,409.99	\$48,713.99	\$270.63	\$2,435.70
13	\$45,775	\$3,445.44	\$49,220.44	\$273.45	\$2,461.02
14	\$46,491	\$3,499.33	\$49,990.33	\$277.72	\$2,499.52
15	\$47,205	\$3,553.07	\$50,758.07	\$281.99	\$2,537.90
16	\$48,018	\$3,614.27	\$51,632.27	\$286.85	\$2,581.61
17	\$48,821	\$3,674.71	\$52,495.71	\$291.64	\$2,624.79
18	\$49,590	\$3,732.59	\$53,322.59	\$296.24	\$2,666.13
19	\$50,360	\$3,790.55	\$54,150.55	\$300.84	\$2,707.53
20	\$51,152	\$3,850.16	\$55,002.16	\$305.57	\$2,750.11
21	\$51,921	\$3,908.04	\$55,829.04	\$310.16	\$2,791.45
22	\$52,692	\$3,966.07	\$56,658.07	\$314.77	\$2,832.90
23	\$53,464	\$4,024.18	\$57,488.18	\$319.38	\$2,874.41
24	\$54,233	\$4,082.06	\$58,315.06	\$323.97	\$2,915.75
25	\$55,936	\$4,210.25	\$60,146.25	\$334.15	\$3,007.31
26	\$56,637	\$4,263.01	\$60,900.01	\$338.33	\$3,045.00
27	\$57,339	\$4,315.85	\$61,654.85	\$342.53	\$3,082.74
28	\$58,043	\$4,368.84	\$62,411.84	\$346.73	\$3,120.59
29	\$58,744	\$4,421.60	\$63,165.60	\$350.92	\$3,158.28
30	\$59,446	\$4,474.44	\$63,920.44	\$355.11	\$3,196.02
31	\$60,048	\$4,519.75	\$64,567.75	\$358.71	\$3,228.39
32	\$60,648	\$4,564.91	\$65,212.91	\$362.29	\$3,260.65
33	\$61,255	\$4,610.60	\$65,865.60	\$365.92	\$3,293.28
34	\$61,861	\$4,656.22	\$66,517.22	\$369.54	\$3,325.86
35	\$62,469	\$4,701.98	\$67,170.98	\$373.17	\$3,358.55
36	\$63,077	\$4,747.74	\$67,824.74	\$376.80	\$3,391.24
37	\$63,685	\$4,793.51	\$68,478.51	\$380.44	\$3,423.93
38	\$64,293	\$4,839.27	\$69,132.27	\$384.07	\$3,456.61

39	\$64,901	\$4,885.03	\$69,786.03	\$387.70	\$3,489.30
40	\$65,509	\$4,930.80	\$70,439.80	\$391.33	\$3,521.99
41	\$66,117	\$4,976.56	\$71,093.56	\$394.96	\$3,554.68
42	\$66,725	\$5,022.32	\$71,747.32	\$398.60	\$3,587.37
43	\$67,333	\$5,068.09	\$72,401.09	\$402.23	\$3,620.05

Step	Salary	Masters			5 % Sp Ed
		TRS	Total Compensation	Daily Rate	
0	\$39,361	\$2,962.66	\$42,323.66	\$235.13	\$2,116.18
1	\$40,070	\$3,016.03	\$43,086.03	\$239.37	\$2,154.30
2	\$40,729	\$3,065.63	\$43,794.63	\$243.30	\$2,189.73
3	\$41,389	\$3,115.31	\$44,504.31	\$247.25	\$2,225.22
4	\$42,048	\$3,164.91	\$45,212.91	\$251.18	\$2,260.65
5	\$42,720	\$3,215.49	\$45,935.49	\$255.20	\$2,296.77
6	\$43,383	\$3,265.40	\$46,648.40	\$259.16	\$2,332.42
7	\$44,047	\$3,315.37	\$47,362.37	\$263.12	\$2,368.12
8	\$44,810	\$3,372.80	\$48,182.80	\$267.68	\$2,409.14
9	\$45,575	\$3,430.38	\$49,005.38	\$272.25	\$2,450.27
10	\$46,492	\$3,499.41	\$49,991.41	\$277.73	\$2,499.57
11	\$47,164	\$3,549.99	\$50,713.99	\$281.74	\$2,535.70
12	\$47,849	\$3,601.55	\$51,450.55	\$285.84	\$2,572.53
13	\$48,517	\$3,651.83	\$52,168.83	\$289.83	\$2,608.44
14	\$49,284	\$3,709.56	\$52,993.56	\$294.41	\$2,649.68
15	\$50,072	\$3,768.87	\$53,840.87	\$299.12	\$2,692.04
16	\$50,840	\$3,826.68	\$54,666.68	\$303.70	\$2,733.33
17	\$51,608	\$3,884.48	\$55,492.48	\$308.29	\$2,774.62
18	\$52,355	\$3,940.71	\$56,295.71	\$312.75	\$2,814.79
19	\$53,161	\$4,001.38	\$57,162.38	\$317.57	\$2,858.12
20	\$53,988	\$4,063.62	\$58,051.62	\$322.51	\$2,902.58
21	\$54,794	\$4,124.29	\$58,918.29	\$327.32	\$2,945.91
22	\$55,600	\$4,184.96	\$59,784.96	\$332.14	\$2,989.25
23	\$56,407	\$4,245.70	\$60,652.70	\$336.96	\$3,032.63
24	\$57,213	\$4,306.37	\$61,519.37	\$341.77	\$3,075.97
25	\$58,986	\$4,439.82	\$63,425.82	\$352.37	\$3,171.29
26	\$59,724	\$4,495.37	\$64,219.37	\$356.77	\$3,210.97
27	\$60,462	\$4,550.91	\$65,012.91	\$361.18	\$3,250.65
28	\$61,200	\$4,606.46	\$65,806.46	\$365.59	\$3,290.32
29	\$61,953	\$4,663.14	\$66,616.14	\$370.09	\$3,330.81
30	\$62,671	\$4,717.18	\$67,388.18	\$374.38	\$3,369.41
31	\$63,380	\$4,770.55	\$68,150.55	\$378.61	\$3,407.53
32	\$64,080	\$4,823.24	\$68,903.24	\$382.80	\$3,445.16
33	\$64,780	\$4,875.93	\$69,655.93	\$386.98	\$3,482.80
34	\$65,480	\$4,928.61	\$70,408.61	\$391.16	\$3,520.43
35	\$66,180	\$4,981.30	\$71,161.30	\$395.34	\$3,558.07

36	\$66,880	\$5,033.99	\$71,913.99	\$399.52	\$3,595.70
37	\$67,580	\$5,086.68	\$72,666.68	\$403.70	\$3,633.33
38	\$68,280	\$5,139.37	\$73,419.37	\$407.89	\$3,670.97
39	\$68,980	\$5,192.06	\$74,172.06	\$412.07	\$3,708.60
40	\$69,680	\$5,244.74	\$74,924.74	\$416.25	\$3,746.24
41	\$70,380	\$5,297.43	\$75,677.43	\$420.43	\$3,783.87
42	\$71,080	\$5,350.12	\$76,430.12	\$424.61	\$3,821.51
43	\$71,780	\$5,402.81	\$77,182.81	\$428.79	\$3,859.14

Step	Salary	Masters Plus NBCT			5 % Sp Ed
		TRS	Total Compensation	Daily Rate	
0	\$40,361	\$3,037.93	\$43,398.93	\$241.11	\$2,169.95
1	\$41,070	\$3,091.30	\$44,161.30	\$245.34	\$2,208.06
2	\$41,729	\$3,140.90	\$44,869.90	\$249.28	\$2,243.50
3	\$42,389	\$3,190.58	\$45,579.58	\$253.22	\$2,278.98
4	\$43,048	\$3,240.18	\$46,288.18	\$257.16	\$2,314.41
5	\$43,720	\$3,290.76	\$47,010.76	\$261.17	\$2,350.54
6	\$44,383	\$3,340.66	\$47,723.66	\$265.13	\$2,386.18
7	\$45,047	\$3,390.64	\$48,437.64	\$269.10	\$2,421.88
8	\$45,810	\$3,448.07	\$49,258.07	\$273.66	\$2,462.90
9	\$46,575	\$3,505.65	\$50,080.65	\$278.23	\$2,504.03
10	\$47,492	\$3,574.68	\$51,066.68	\$283.70	\$2,553.33
11	\$48,164	\$3,625.26	\$51,789.26	\$287.72	\$2,589.46
12	\$48,849	\$3,676.82	\$52,525.82	\$291.81	\$2,626.29
13	\$49,517	\$3,727.10	\$53,244.10	\$295.80	\$2,662.20
14	\$50,284	\$3,784.83	\$54,068.83	\$300.38	\$2,703.44
15	\$51,072	\$3,844.14	\$54,916.14	\$305.09	\$2,745.81
16	\$51,840	\$3,901.94	\$55,741.94	\$309.68	\$2,787.10
17	\$52,608	\$3,959.75	\$56,567.75	\$314.27	\$2,828.39
18	\$53,355	\$4,015.98	\$57,370.98	\$318.73	\$2,868.55
19	\$54,161	\$4,076.64	\$58,237.64	\$323.54	\$2,911.88
20	\$54,988	\$4,138.89	\$59,126.89	\$328.48	\$2,956.34
21	\$55,794	\$4,199.56	\$59,993.56	\$333.30	\$2,999.68
22	\$56,600	\$4,260.23	\$60,860.23	\$338.11	\$3,043.01
23	\$57,407	\$4,320.97	\$61,727.97	\$342.93	\$3,086.40
24	\$58,213	\$4,381.63	\$62,594.63	\$347.75	\$3,129.73
25	\$59,986	\$4,515.09	\$64,501.09	\$358.34	\$3,225.05
26	\$60,724	\$4,570.63	\$65,294.63	\$362.75	\$3,264.73
27	\$61,462	\$4,626.18	\$66,088.18	\$367.16	\$3,304.41
28	\$62,200	\$4,681.73	\$66,881.73	\$371.57	\$3,344.09
29	\$62,953	\$4,738.41	\$67,691.41	\$376.06	\$3,384.57
30	\$63,671	\$4,792.45	\$68,463.45	\$380.35	\$3,423.17
31	\$64,380	\$4,845.82	\$69,225.82	\$384.59	\$3,461.29
32	\$64,980	\$4,890.98	\$69,870.98	\$388.17	\$3,493.55

33	\$65,780	\$4,951.19	\$70,731.19	\$392.95	\$3,536.56
34	\$66,480	\$5,003.88	\$71,483.88	\$397.13	\$3,574.19
35	\$67,180	\$5,056.57	\$72,236.57	\$401.31	\$3,611.83
36	\$67,880	\$5,109.26	\$72,989.26	\$405.50	\$3,649.46
37	\$68,580	\$5,161.95	\$73,741.95	\$409.68	\$3,687.10
38	\$69,280	\$5,214.64	\$74,494.64	\$413.86	\$3,724.73
39	\$69,980	\$5,267.32	\$75,247.32	\$418.04	\$3,762.37
40	\$70,680	\$5,320.01	\$76,000.01	\$422.22	\$3,800.00
41	\$71,380	\$5,372.70	\$76,752.70	\$426.40	\$3,837.64
42	\$72,080	\$5,425.39	\$77,505.39	\$430.59	\$3,875.27
43	\$72,780	\$5,478.08	\$78,258.08	\$434.77	\$3,912.90

Step	Salary	Doctors			5 % Sp Ed
		TRS	Total Compensation	Daily Rate	
0	\$41,269	\$3,106.28	\$44,375.28	\$246.53	\$2,218.76
1	\$41,860	\$3,150.76	\$45,010.76	\$250.06	\$2,250.54
2	\$42,239	\$3,179.29	\$45,418.29	\$252.32	\$2,270.91
3	\$43,633	\$3,284.21	\$46,917.21	\$260.65	\$2,345.86
4	\$43,739	\$3,292.19	\$47,031.19	\$261.28	\$2,351.56
5	\$44,238	\$3,329.75	\$47,567.75	\$264.27	\$2,378.39
6	\$46,194	\$3,476.98	\$49,670.98	\$275.95	\$2,483.55
7	\$46,544	\$3,503.32	\$50,047.32	\$278.04	\$2,502.37
8	\$47,422	\$3,569.41	\$50,991.41	\$283.29	\$2,549.57
9	\$47,664	\$3,587.62	\$51,251.62	\$284.73	\$2,562.58
10	\$48,444	\$3,646.33	\$52,090.33	\$289.39	\$2,604.52
11	\$48,916	\$3,681.86	\$52,597.86	\$292.21	\$2,629.89
12	\$49,388	\$3,717.39	\$53,105.39	\$295.03	\$2,655.27
13	\$52,262	\$3,933.71	\$56,195.71	\$312.20	\$2,809.79
14	\$52,483	\$3,950.34	\$56,433.34	\$313.52	\$2,821.67
15	\$53,721	\$4,043.53	\$57,764.53	\$320.91	\$2,888.23
16	\$54,434	\$4,097.19	\$58,531.19	\$325.17	\$2,926.56
17	\$55,274	\$4,160.42	\$59,434.42	\$330.19	\$2,971.72
18	\$56,113	\$4,223.57	\$60,336.57	\$335.20	\$3,016.83
19	\$56,952	\$4,286.72	\$61,238.72	\$340.22	\$3,061.94
20	\$57,813	\$4,351.53	\$62,164.53	\$345.36	\$3,108.23
21	\$58,653	\$4,414.75	\$63,067.75	\$350.38	\$3,153.39
22	\$59,490	\$4,477.75	\$63,967.75	\$355.38	\$3,198.39
23	\$60,332	\$4,541.13	\$64,873.13	\$360.41	\$3,243.66
24	\$60,866	\$4,581.32	\$65,447.32	\$363.60	\$3,272.37
25	\$63,123	\$4,751.21	\$67,874.21	\$377.08	\$3,393.71
26	\$63,794	\$4,801.71	\$68,595.71	\$381.09	\$3,429.79
27	\$64,563	\$4,859.59	\$69,422.59	\$385.68	\$3,471.13
28	\$65,336	\$4,917.78	\$70,253.78	\$390.30	\$3,512.69
29	\$66,108	\$4,975.88	\$71,083.88	\$394.91	\$3,554.19

30	\$66,879	\$5,033.92	\$71,912.92	\$399.52	\$3,595.65
31	\$67,651	\$5,092.02	\$72,743.02	\$404.13	\$3,637.15
32	\$68,423	\$5,150.13	\$73,573.13	\$408.74	\$3,678.66
33	\$69,194	\$5,208.16	\$74,402.16	\$413.35	\$3,720.11
34	\$69,966	\$5,266.27	\$75,232.27	\$417.96	\$3,761.61
35	\$70,738	\$5,324.38	\$76,062.38	\$422.57	\$3,803.12
36	\$71,509	\$5,382.41	\$76,891.41	\$427.17	\$3,844.57
37	\$72,281	\$5,440.52	\$77,721.52	\$431.79	\$3,886.08
38	\$73,052	\$5,498.55	\$78,550.55	\$436.39	\$3,927.53
39	\$73,824	\$5,556.66	\$79,380.66	\$441.00	\$3,969.03
40	\$74,596	\$5,614.77	\$80,210.77	\$445.62	\$4,010.54
41	\$75,367	\$5,672.80	\$81,039.80	\$450.22	\$4,051.99
42	\$76,139	\$5,730.91	\$81,869.91	\$454.83	\$4,093.50

Attachment B
2020-2021 Athletic Stipends
(Negotiated Even Years)

Athletics	Auxillary Athletic Coordinator	\$10,000	Strength & Conditioning - MS	\$1,353
	Athletic - Trainer HS	\$10,000	Academic Coordinator	\$2,500
	CC/Track Coordinator	\$8,000	Soccer - HS Hd	\$5,500
	Game Managers - Semester	\$2,500	Soccer - HS Asst	\$2,250
	Spirit Coordinator - District	\$10,000	Soccer - MS Hd	\$2,000
	Baseball - HS Hd	\$5,708	Soccer - MS Asst	\$1,900
	Baseball - HS Asst	\$3,100	Softball - Fast pitch HS Hd	\$5,708
	Baseball - Asst Year round	\$3,100	Softball - Fast pitch HS Asst	\$3,100
	Baseball - MS Hd	\$3,100	Softball - Fast pitch MS Hd	\$3,100
	Baseball - MS Asst	\$3,000	Softball - Fast pitch MS Asst	\$3,000
	Baseball - Groundskeeper	\$5,280	Softball - Slow Pitch Hd HS	\$5,708
New	Basketball Coordinator	\$5,000	Softball - Slow Pitch HD Asst	\$3,100
	Basketball - HS Hd	\$10,000	Softball - Slow pitch MS Hd	\$3,100
	Basketball - HS 1st Asst	\$3,573	Softball - Slow pitch MS Asst	\$3,000
	Basketball - HS Asst	\$3,135	Softball - Groundskeeper	\$5,280
	Basketball - HS 2nd Asst 9th	\$3,186	Special Olympics - Fall/Winter/Spring	\$3,520
	Basketball - MS 3rd Asst 8th	\$2,723	Swimming - HS Hd	\$4,200
	Basketball - MS 4th Asst 7th	\$1,936	Swimming - HS Asst	\$2,000
	Cheerleading - HS Hd	\$7,912	Tennis - HS Hd	\$3,250
	Cheerleading - HS 1st Asst	\$2,200	Tennis - HS Asst	\$2,000
	Cheerleading - MS 2nd Asst	\$2,366	Tennis - MS Hd	\$2,000
	Cross Country - HS Hd	\$3,650	Tennis - MS Asst	\$1,546
	Cross Country - Asst	\$2,200	Track - HS Hd	\$4,342
New	Cross Country - MS Asst	\$1,320	Track - HS Asst	\$2,500
	Culture Coordinator	\$4,500	Track - HS 2nd Asst 9th	\$1,199
	Dance/Pom - HS Hd	\$3,300	Track - MS 3rd Asst 8th	\$2,090
	Football - HS Hd	\$15,000	Track - HS 4th Asst 7th	\$1,508
	Football - HS Asst HD	\$7,500	Weights - HS Hd	\$1,551
	Football - HS Coordinator	\$5,000	Weights - MS Asst	\$693

Football - HS Asst	\$4,000	Wrestling - Free Style	\$1,600
Football - HS Video Coord	\$4,000	Wrestling - HS Hd	\$7,850
Football - HS Equip Coord	\$4,000	Wrestling - HS 1st Asst	\$3,400
Football - HS Varsity Aide	\$2,500	Wrestling - HS 2nd Asst 9th	\$2,723
Football - 9th Hd	\$4,000	Wrestling - MS 3rd Asst 8th	\$3,014
Football - 9th Asst	\$3,700	Wrestling - MS 4th Asst 7th	\$2,088
Football - 9th Aide	\$2,250	Wrestling - Mat Cleaner	\$1,600
Football - 8th Hd	\$3,700	Volleyball - HS Hd	\$4,500
Football - 8th Asst	\$2,500	Volleyball - HS Asst JV	\$2,003
Football - 8th Aide	\$2,000	Volleyball - HS Asst 9th	\$1,772
Football - Statistics Analysis	\$1,000	Volleyball - MS Asst 8th	\$1,828
Golf Coordinator	\$6,000	Athletic Gate Workers	\$20@hr
Golf - HS Hd	\$3,100	Athletic Drivers: 1 to 75 miles	\$35
Golf - HS Asst	\$1,652	Athletic Drivers: 76+ miles	\$75
Golf - Asst	\$1,500	(CDL required)	
Strength & Conditioning - HS	\$1,353		
*All stipends are paid for work outside normal school hours			

Attachment C
2020-2021 Activity Stipends
(Negotiated Odd Years)

Activity	Academic Pursuit - HS Hd	\$2,020		Fine Arts Manager	\$1,800
	Academic Pursuit - HS Asst	\$1,290		Class Sponsor - HS Sr	\$1,370
	Archery - Competitive - Elem	\$760		Class Sponsor - HS Jr	\$1,370
	Archery - Competitive - MS	\$760		Class Sponsor - HS Soph	\$700
	Archery - Competitive - Elem	\$760		Class Sponsor - HS Fresh	\$700
	Counselor - HS	\$2,020		Character Club - All	\$760
	Counselor - MS	\$1,770		Multi-grade Teacher Elem	\$5,000
	Counselor - 6th Gr	\$1,770			
	Counselor - Elem	\$1,770		Music - Competitive Elem	\$1,570
	Pep Club - MS	\$540		Robotics - HS HD	\$2,780
	Drama - HS	\$4,260		Robotics - HS Asst	\$1,670
	Honor Society - HS	\$1,160		Robotics - MS HD	\$1,570
	Honor Society - MS	\$690		Robotics - MS Asst	\$1,120
				Robotics - 6th Gr	\$1,120
	Band - HS Hd	\$9,000		Robotics - Elem HD	\$1,120
	Band - HS 1st Asst	\$5,590		Robotics - Elem HD	\$1,120
				Safety Program - Elem	\$560
	Band - MS Hd	\$4,890		Entrepreneurial Vocational	\$5,000
	Band - MS Asst	\$1,870		Vocational Agriculture - HS	\$4,090
	Band - Jazz Hs	\$2,020		Career Tech Instructor	\$2,200
	Band - Flags Drill Team HS Hd	\$5,050	NEW	Career Tech HS Dept Coord	\$1,000
	Band - Flags Drill Team HS Asst	\$1,870		Speech Pathologist	\$10,000
	Band - Flags Drill Team MS Hd	\$4,890	NEW	Special Ed Teacher	per state law
	Band - Music Arranger Dist	\$5,050		Instructional Leaders - 11-15 in Dept	\$5,050
	Band - Drill Writer	\$5,050		Instructional Leaders - 6-10 in Dept	\$4,040
				Instructional Leaders - 1-5 in Dept	\$3,030

	Color Guard - HS Hd	\$3,300		Instructional Leaders - RAA (1)	\$3,640
	Vocal - HS Hd	\$5,000		Instructional Leaders - 6th Grade (1)	\$1,570
	Vocal - HS Asst	\$2,210		Instructional Leaders - Elementary (1)	\$1,010
	Vocal - MS Asst	\$2,040		Video Technician	\$1,320
	Newspaper - HS	\$1,920		Psychometrist	\$1,930
	Newspaper - MS	\$1,130		Gifted & Talented	\$2,230
				Site Tech - HS	\$4,040
	Yearbook - HS	\$2,310			
	Yearbook - MS	\$1,360		Testing Coordinator - HS (4)	\$2,020
	Yearbook - 6th Gr	\$760		Testing Coordinator - MS (2)	\$2,020
	Yearbook - Elem	\$600		Testing Coordinator - 6th Gr (1)	\$2,020
	Speech - HS	\$3,440		Testing Coordinator - Elem (7)	\$2,020
	Speech - Asst	\$2,220			
	Student Council - HS	\$2,530		Extra Work - During School Year	\$25 @ hr
	Student Council - MS	\$1,670			
	Student Council - 6th Gr	\$1,010			
	Student Council - Elem	\$560	NEW	Class Size Overage	\$1,000 per child over (the plus 2, not to exceed 3)
	All School Musical - Director	\$1,720			
	All School Musical - Producer	\$1,170			
	All School Musical - Tech Director	\$600			
	Workshop Presenters will be paid a fee to be determined by the administration and the presenter.				
	*Academic stipends will not be filled with Noncertified staff				
	*All stipends are paid for work outside normal school hours				

Attachment D
2020-2021 Inactive Stipends

Athletics	Athletic Director	\$10,000	Instruct	Library - HS HD	\$572
	Athletic Dir - Asst	\$5,000		Union Catalog Coordinator	\$2,500
	Special Olympics - Winter/Spring	\$3,080		Band - HS 2nd Asst	\$2,410
				Newsletter - HS	\$1,100
				Music Supervisor	\$7,500
				Curriculum Coordinator - HS	\$3,763
				Curriculum Coordinator - MS	\$2,957
				Curriculum Coordinator - RAA	\$1,290
				Team Leader - MS	\$2,500
				Rewards/Recognition Coord - HS	\$1,491
				Rewards/Recognition Coord - MS	\$1,491
				Rewards/Recognition Coord - Elem	\$1,100
				Video Coodinator - District	\$6,000
				NAC Sponsor	\$220
				Site Tech - MS	\$3,000
				Site Tech - Elem	\$2,000
				Chemical Hygiene Plan Off - HS	\$2,365

				Thematic Leader - Elem	\$1,399
				4 H Club BFSA	\$550
				Web Page - HS	\$3,300
				Web Page - MS	\$2,200
				Web Page - Elem	\$1,100

Attachment E Voluntary Separation Plan

Certified employees may elect to choose to end their certified status with the District at the end of their current contract. Certified Staff will need to sign up in person with the Human Resources Office (Education Service Center) or the MEA President. The Human Resources Office will relay/forward this information to the MEA President.

PURPOSE

The purpose of an early Voluntary Separation Plan is to serve the needs of the school district as they may be related to salary expenditures, staff reductions, and affirmative action opportunities. The plan will allow those who feel a need to retire early or to leave the district an opportunity to do so.

CONDITIONS FOR PARTICIPATION

1. Applicants must be active certified employees with a minimum of seven (7) full consecutive years of service as employees of Muskogee Public Schools District I-20 and be at least on the twentieth (20th) step of the current salary schedule.

Individuals lower than step twenty (20) will be considered on an individual basis provided they meet all other conditions and accepted if they can show a savings to the district.

2. The request to participate in the Voluntary Separation Plan must be received by the Human Resources Office prior to 5:00 pm on the dates per attached schedule.
3. The request to participate in the Voluntary Separation Plan is not revocable unless the plan does not make.
4. Voluntary Separation Plan benefits are not retroactive, and this plan's benefits automatically will be approved for those certified employees who qualify and apply.
5. In the event of death, prior to the end of the maximum benefit period, the employee's beneficiary will be paid a lump sum of \$5,000 or the amount remaining on the plan, whichever is less.
6. The decision to re-authorize payment under this contract is purely at the discretion of the Board of Education each year at the first meeting in July. In the event that the Board votes not to re-authorize payment in any fiscal year the participant will not be reinstated to his/her employment with the School District.

In the event that a court should determine that this contract is unenforceable neither party shall have any claim against the other, nor shall the participant be entitled to reinstatement.

7. Participants must work for the District five (5) days per year as a substitute teacher. Failure to fulfill this obligation will cause the participant to forfeit their benefits.
8. Workman’s Compensation Insurance while in service to the District will cover participants.
9. This Voluntary Separation Plan will be submitted to the Attorney General’s Office, in accordance with Oklahoma School Law, awaiting a ruling as to its legality. If this plan is deemed illegal, applicants may withdraw applications for participation, and resume employment with the District.

BENEFITS

A. Payment

During the benefit period a monthly payment will be made to the individual. All benefits terminate after 60/48 payments or five (5)/four (4) years from the date of separation. Payments are to commence on or about the twentieth (20th) of the month following separation. All money paid under this plan will be reported to the participant through the use of a W-2.

B. Unused Sick Leave (For Retirement Only)

Payment under this Voluntary Separation Plan will be calculated as follows: unused sick leave days times \$50.00 per day not to exceed a maximum of 155 days. No payment will be made for those days already paid for in the past. Payment will be made on the first regular retirement/separation check.

C. Tax Liability

The school district makes no representation of any kind whatsoever regarding the tax consequences to participants of payments made herein under.

D. Yearly Entitlements

Yearly amounts will be calculated according to the following schedule of notice to participate:

On or before last Friday in January	-	\$6,000
March 25	-	\$4,800

All resignations received after March 25 will not receive any separation benefits. All dates are as of the end of the regular workday hours (5:00 pm). No exceptions will be granted.

Attachment F
OKLAHOMA MINIMUM CRITERIA FOR EFFECTIVE TEACHING PERFORMANCE
(AS DEVELOPED BY THE STATE BOARD OF EDUCATION)

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 clearly defines expected behavior (encourages positive behavior and controls negative behavior).

4) Learning Environment

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

A. Teacher Instructional Indicators

5) Establishes Objectives

The teacher communicates the instructional objectives to students.

6) Stresses Sequence

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

7) Relates Objectives

The teacher relates subject topics to existing student experiences.

8) Involves All Learners

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

9) Explains Content

The teacher teaches the objectives through a variety of methods.

10) Explains Directions

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

11) Models

The teacher demonstrates the desired skills.

12) Monitors

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

13) Adjusts Based on Monitoring

The teacher changes instruction based on the result of monitoring.

14) Guides Practice

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

15) Provides for Independent Practice

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

16) Establishes Closure

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

II. PRODUCTS

B. 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 state objectives through projects, daily assignments, performance and test scores.

Attachment G
STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS
(School Laws of Oklahoma)

Teachers are charged with the education of the youth of this State. In order to perform effectively, teachers must demonstrate a belief in the worth and dignity of each human being, recognizing the supreme importance of the pursuit of truth, devotion to excellence, and the future of democratic principles.

In recognition of the magnitude of the responsibility inherent in the teaching process and by virtue of the desire of the respect and confidence of their colleagues, students, and the community, teachers are to be guided in their conduct by their commitment to their students and their profession.

Principle I – Commitment to the Students

The teacher must strive to help each student to realize his or her potential as a worthy and effective member of society. The teacher must work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the teacher:

- 1) Shall not unreasonable restrain the student from independent action in the pursuit of learning,
- 2) Shall not unreasonable deny the student access to varying points of law,
- 3) Shall not deliberately suppress or distort subject matter relevant to the student's progress,
- 4) Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety,
- 5) Shall not intentionally expose the student to embarrassment or disparagement,
- 6) Shall not on the basis of race, color, creed, sex, national origin, or marital status political or religious beliefs, family social or cultural background, or sexual orientation, unfairly
 - a. Exclude any student form participation in any program
 - b. Deny benefits to any students
 - c. Grant any advantage to any student,
- 7) Shall not use professional relationships with students for private advantage, and

- 8) Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by or required by law.

Principle II – Commitment of the Profession

The teaching profession is vested by the public with a trust and responsibility requiring the highest ideas of professional service.

In order to assure that the quality of the services of the teaching profession meets the expectations of the State and its citizens, the teacher shall exert every effort to raise professional standards, fulfill professional responsibilities with honor and integrity, promote a climate that encourages the exercise of professional judgement, achieve conditions which attract persons worthy of the trust to careers in education, and assist in preventing the practice of the profession by unqualified persons. In fulfillment of the obligation to the profession, the educator:

- 1) Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications,
- 2) Shall not misrepresent his/her professional qualifications,
- 3) Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute,
- 4) Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position,
- 5) Shall not assist an unqualified person in the authorized practice of the profession,
- 6) Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law,
- 7) Shall not knowingly make false or malicious statements about a colleague, and
- 8) Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.

Principle III

- A. Subject to the provisions of the Teacher Due Process of 1990, a career teacher may be dismissed or not reemployed for:
 - 1) Willful neglect of duty,
 - 2) Repeated negligence in performance of duty,

- 3) Mental or physical abuse to a child,
- 4) Incompetency,
- 5) Instructional ineffectiveness,
- 6) Unsatisfactory teaching performance, or
- 7) Commission of an act of moral turpitude,
- 8) Abandonment of contract,
- 9) Conviction of a sex offense or felony offense during term of employment, and/or
- 10) Engaged in a criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties.

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

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

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

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

For more information regarding the Standards of Performance and Conduct for Teachers: (School Laws of Oklahoma).

Attachment G
Memorandum of Agreement

MOA #1: Missing Steps

The MEA and the Board agree to keep track of any steps that were not paid for future reference. The certified teachers did not receive a step for the following year:

2015-2016

The MEA and Board will meet November 5, 2020, to negotiate additional step and/or monies. This missing step does not take the place of the Special Meeting on Page 4 Section 4.6.

MOA #2: MEA Professional Development (**Correction**)

~~February 21, 2021 is a one-half (½) day MEA Business Meeting in the afternoon.~~

The one-half (½) day (am) on February 15, 2021, is an MEA Business Meeting with no Virtual Day attached. The Virtual Day on May 26, 2021, becomes a one-half (½) day (am).

MOA #3: COVID-19 Sick Leave

- 1st 10 Days: COVID Federal Guidelines
- 2nd 10 Days: Provided by District
- 3rd 10 Days: Provided by District
- 4th or more: Provided by District at request by individual through Human Resources. Testing required by District and results reported to Human Resources.

MOA #4: Class Size (Brick and Mortar)

<u>Grades</u>	<u>Students</u>
Pre-K – Kindergarten	20
1 st	21
2 nd – 3 rd	23
4 th – 6 th	25

For Pre-K thru Sixth (6th) Grade, if necessary, the District may increase up to two (2) students per class.

<u>Grades</u>	<u>Students</u>	<u>+2</u>	<u>+3 \$1,000 per</u>
Kindergarten	20	22	23-25
1 st	21	23	24-26
2 nd – 3 rd	23	25	26-28
4 th – 6 th	25	27	28-30

For Kindergarten thru Sixth (6th) Grade, if necessary, the District may increase up to two (2) students per class. For any student in addition to the +2, the teacher will be compensated at \$1,000 per student up to a maximum of three (3) additional students. This will be determined after the tenth (10th) Instructional Day. The teacher will retain \$1,000 per even if class size decreases.

MOA #5: Class Size (e-Learning)

Grades	Students
Pre-Kindergarten	20
Kindergarten – 5 th	35
6 th – 12 th	180

MOA #6: Calendar

Teachers will work six (6) hour days Monday, August 10, 2020, through Friday, August 14, 2020. These days will be part of the one hundred eighty- (180) day contract. Neither Sick Days nor Personal Days may be used. Supervising principals shall be notified of absence in advance when possible. Absences must be made up the following week (Monday, August 17, 2020 through Friday, August 21, 2020) with their supervising principal.

MOA #7: Voluntary Separation Plan

Certified employees may elect to choose to end their certified status with the District as of the end of their current contract. Certified Staff will need to sign up in person with the Human Resources Office (Education Service Center) or the MEA President. The Human Resources Office will relay/forward this information to the MEA President.

PURPOSE

The purpose of an early Voluntary Separation Plan is to serve the needs of the school district as they may be related to salary expenditures, staff reductions, and affirmative action opportunities. The plan will allow those who feel a need to retire early or to leave the district an opportunity to do so.

CONDITIONS FOR PARTICIPATION:

1. Applicants must be active certified employees with a minimum of seven (7) full consecutive years of service as employees of Muskogee Public Schools District I-20 and be at least on the ~~twentieth (20th)~~ **fifteenth (15th)** step of the current salary schedule.

Individuals lower than step ~~twenty (20)~~ **fifteen (15)** will be considered on an individual basis provided they meet all other conditions and accepted if they can show a savings to the district.

2. The request to participate in the Voluntary Separation Plan must be received by the Human Resources

Office prior to 5:00 pm on the dates per attached schedule.

3. The request to participate in the Voluntary Separation Plan is not revocable unless the plan does not make.

4. Voluntary Separation Plan benefits are not retroactive, and this plan's benefits automatically will be approved for those certified employees who qualify and apply.

5. In the event of death, prior to the end of the maximum benefit period, the employee's beneficiary will be paid a lump sum of \$5,000 or the amount remaining on the plan, whichever is less.

6. The decision to re-authorize payment under this contract is purely at the discretion of the Board of Education each year at the first meeting in July. In the event that the Board votes not to re-authorize payment in any fiscal year the participant will not be reinstated to his/her employment with the School District.

In the event that a court should determine that this contract is unenforceable neither party shall have any claim against the other, nor shall the participant be entitled to reinstatement.

7. Participants must work for the District five (5) days per year as a substitute teacher. Failure to fulfill this obligation will cause the participant to forfeit their benefits.

8. Workman's Compensation Insurance while in service to the District will cover participants.

9. This Voluntary Separation Plan will be submitted to the Attorney General's Office, in accordance with Oklahoma School Law, awaiting a ruling as to its legality. If this plan is deemed illegal, applicants may withdraw applications for participation, and resume employment with the District.

BENEFITS:

A. Payment:

During the benefit period a monthly payment will be made to the individual. All benefits terminate after

60/48 payments or five (5)/four (4) years from the date of separation. Payments are to commence on or about the 20th of the month following separation. All money paid under this plan will be reported to the participant through the use of a W-2.

B. Unused Sick leave (For retirement only)

Payment under this Voluntary Separation Plan will be calculated as follows: unused sick leave days times \$50.00 per day not to exceed a maximum of ~~155~~ 200 days if an individual takes the January 8 date. The last Friday in January and the March 25 notification deadlines will remain at a maximum of 155 days. No payment will be made for those days already paid for in the past. Payment will be made on the first regular retirement/separation check.

C. Tax Liability:

The school district makes no representation of any kind whatsoever regarding the tax consequences to participants of payments made herein under.

D. Yearly Entitlements:

Yearly amounts will be calculated according to the following schedule of receipt of notice to participate: On or before:

January 8 -	\$8,400
last Friday in January	- \$6,000
March 25	- \$4,800

All resignations received after March 25 will not receive any separation benefits. All dates are as of the end of the regular work day hours (5:00 pm). No exceptions will be granted

MOA #8

Due to the need for social distancing due to COVID, the fifteen (15) minutes for elementary will be reduced by six (6) minutes to nine (9) minutes before the 1st bell. Reference Section One I.6 Length of Teacher Work Day

REVISED AGREEMENT

This agreement between the Muskogee Board of Education and Muskogee Education Association is the revised agreement to the initial agreement of May 7, 1973.

Original Agreement: May 7, 1973

Current revisions: August 3, 2020

Reviewed and accepted for distribution:

Chairman, MEA Negotiating Team

Date: _____

Superintendent of Schools

Date: _____

President, Muskogee Education Association

Date: _____

President, Muskogee Board of Education

Date: _____

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MEA/CTA Presidents

YEAR	PRESIDENT	YEAR	PRESIDENT
1950-51	Mae Anderson	1986-88	Marilyn O'Reilly
1951-52	Lillard Bondurant	1988-89	Maxine Glory
1952-53	R. H. Davis	1989-90	Derryl Venters
1953-54	Dorothy Boen	1990-91	Lucky Tarkington
1954-55	J. Ernest Coffey	1991-92	Bob Brannon
1955-56	Kathryn Eddins	1992-93	Sandy Laneer
1956-57	Eiland Rainwater	1993-94	Linda J. Ledford
1957-58	Leola Sharp	1994-95	Roger Wilbourn
1958-59	James Sandage	1995-96	Donna Le
CTA	George Scott	1996-97	Linda J. Ledford
1959-60	Charles Grant	1997-98	Mary M. Marrow
1960-61	Eschol Haley	1998-99	Marian O'Rourke
CTA	George Scott	1999-01	Linda J. Ledford
1961-62	Clay DaVault	2001-03	Bobby Jefferson
1962-63	Alph Stanphill	2003-04	Bonito Gay
CTA	Dixie Propp	2004-April 1, 2005	Bonito Gay
1963-64	Gladys Nunn	2005 April 1-June 1	Mike Walcutt
1964-65	Arthur Toon	2005-09	Mark Peters
1965-66	Phil Porter	2009-19	Mike Walcutt
CTA	Frank Borovetz	2019-20	Sharica Cole
1966-67	Eddie Jeffries		
1967-68	B.J. Coleman		
1968-69	Russell Reck		
1969-70	Lucille Wilcoxon		
CTA	Phyllis Durland		
1970-71	Don Peavler		
CTA	Phyllis Durland		
1971-72	Berdie Toon		
1972-73	Ed Gibson		
1973-74	Bobbie Keeter		
1974-75	Jim Wilson		
1975-76	Flo Ethridge		
1976-77	Richard Large		
1977-78	Bobbi Keeter		
1978-79	Jan Ward		
1979-80	Barbara Staggs		
1980-81	Lucille Wilcoxon		
1981-82	Wendell Fenton		
1982-83	Phyllis Durland		
1983-84	Phyllis Sams		
1984-85	Dan Hattaway		
1985-86	Gaylon Wade		