HILLDALE ASSOCIATION
OF
CLASSROOM TEACHERS

AGREEMENT
2019-2020

HILLDALE ASSOCIATION OF CLASSROOM TEACHERS AGREEMENT

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AGREEMENT
2019-2020

This Agreement made and entered into in June, 2019, by and between the Hilldale School District No. I029, of Muskogee County, Oklahoma; here in after referred to as "Board" and the Hilldale Association of Classroom Teachers; hereinafter referred to as "Association."

ARTICLE I. SALARY

Teacher salaries for the 2019-2020 school year shall be in accordance with the salary schedule attached hereto as (Exhibit A). Teachers who receive National Board Certification after June 30, 2013, if eligible, shall receive compensation not less than required by the State Minimum Salary Schedule. Teachers with 31 plus years of qualified teaching experience shall receive a one-time "off-scale" stipend in the amount of $400 for the 2019-20 contract year.

ARTICLE II. INDIVIDUAL CONTRACTS

The district and each teacher shall execute a copy of the form contract attached hereto as (Exhibit B).

ARTICLE III. PROCEDURAL AGREEMENT

The Procedural Agreement attached hereto as (Exhibit C) is made a part hereof and incorporated by reference.

A. Addendum to Procedural Agreement (Exhibit D).

ARTICLE IV. PLAN FOR IMPROVEMENT (EXHIBIT E).

ARTICLE V. FRINGE BENEFITS

A. The Board shall pay deduct from total compensation the cost of each teacher's contribution to the Oklahoma Teachers Retirement System.

B. The Board shall provide teachers an opportunity to select before tax benefits, up to the maximum allowable by the Internal Revenue Code, under a Section 125 Program.

ARTICLE VI. EXTRA DUTY

Duties beyond the regular workday shall be voluntary. Volunteers shall be solicited from throughout the system to perform these duties. Compensation shall be determined by the Board. Compensation for gate duty at any athletic event shall be $40.00. When no employee volunteers for a duty, then the administration shall assign the employees by alphabetical rotation. Any person assigned to a duty shall be compensated as those who volunteer and such duty shall be mandatory as assigned.

ARTICLE VII. STIPENDS

The 2019-2020 Extra Duty Range Schedule for Hilldale teachers is shown on (Exhibit F).

POSSIBLE STIPEND

In addition to the salary and benefits defined in the 2019-2020 Collective Bargaining Agreement between the Hilldale Board of Education and the Hilldale Association of Classroom Teachers, the parties agree that the Board of Education shall retain the unilateral authority to award a one-time non-salary staff development stipend at any time during the 2019-2020 contract year. If the Board chooses to exercise its option to award a staff development stipend, the Board will unilaterally set the amount of the stipend and establish the procedures for payment.

ARTICLE VIII. ACTIVITY PASS

Teachers shall receive a pass to all athletic events. The pass will allow the teacher and the teacher's spouse and/or dependent children living in the teacher's household to be admitted to all athletic events without charge.

ARTICLE IX. LEAVE POLICY

UNPAID LEAVE

A one (1) year unpaid leave of absence may be granted by the Board for personal illness, further study, or rearing a child. With the exception of a personal illness or in cases of emergency, all leave requests shall be made prior to March 15. All requests for reinstatement from an approved leave of absence shall be made by March 15. Upon return from such leave, a teacher shall be guaranteed a position in the district for which he/she is qualified. If reinstatement has not been requested by the above date, the teacher will be deemed to have resigned his/her position with the district.

PROFESSIONAL LEAVE

The Board is committed to the principle of providing and approving opportunities for the professional improvement of its certified staff. The Superintendent may approve or designate specific personnel to participate in school-community activities, educational workshops and educational seminars. Personnel on approved professional assignment receive their rate of pay.

PERSONAL BUSINESS LEAVE

Each teacher may be absent three (3) days for reason of personal business. Personal business leave is not cumulative, however, at the end of each year, teachers' unused personal business leave will be converted to sick leave days. Except in emergency situations, requests for personal business leave shall be made at least two (2) days in advance and may be denied by the administration when ten (10) percent or more of the teachers at a particular school have already been granted such leave. Personal business leave shall be granted on professional days with the superintendent's approval in advance. Such leave is charged as a personal business day and shall require the teacher to make up the missed professional day.

Personal Business cannot be used to participate in activities for personal profit or financial gain. (2017-18)

EXCEPT IN EMERGENCY SITUATIONS, PERSONAL BUSINESS LEAVE MAY NOT BE UTILIZED DURING THE FOLLOWING TIMES.

1. The first or last five (5) working days of the school year.
2. The day before or after a Hilldale school holiday or vacation period.
3. Days when school remains in session despite adverse weather conditions.

FUNERAL LEAVE

Teachers shall be granted paid leave, of up to three (3) days per year, for a death in the family of first or second degree relationship by affinity or consanguinity. Teachers will also be granted one (1) day of paid leave per year to attend the funeral of a family member not covered above. This leave is not cumulative. The Superintendent is authorized to grant additional days for family bereavement and/or days for deaths outside the family not covered above, chargeable to sick leave.

SICK LEAVE - PERSONAL ILLNESS

Personal Illness: At the beginning of each school year, each teacher shall be credited with ten (10) days of leave at full salary for personal accidental injury, illness, pregnancy, or accidental injury or illness in the immediate family, (spouse, child, parent, sibling, grandparent, grandchild, and corresponding in-laws). Unused sick leave shall be accumulated 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 (1) day for every day that the employee is absent for reasons covered by the sick leave policy. Maximum sick leave credit at all times shall not exceed ninety (90) days.

The Board shall keep a record of all sick leave accumulated and all sick leave lost above the maximum accumulation for each teacher. Upon retirement, the board shall report the total amount of sick leave accumulated and lost to the Oklahoma Teachers' Retirement System.

The Board of Education has the right to require medical documentation or other proof of illness for just cause for any days missed and charged to sick leave. (as of 2017-18)

SICK LEAVE - EXTENDED BENEFITS

Extended Benefits: At the end of each school year, each certified employee shall be paid a bonus at the rate of $14.00 for each unused day of sick leave credited that year over the set amount that may be accumulated. Upon legal retirement or termination of employment, each certified employee shall be paid a bonus at the following rate of $14.00 for each unused day of sick leave day accumulated up to 90 days.

0 to 10 years of service in Hilldale Schools	$14.00 per day
11 to 20 years of service in Hilldale Schools	$20.00 per day
21 years and over of service in Hilldale Schools	$25.00 per day

ATTENDANCE BONUS

Attendance Bonus – Certified Staff whose attendance exceeds 176 days shall receive an attendance bonus in accordance with the following schedule.

Days in Attendance	Additional Retirement Sick Leave Bank Days
164	1
165	2
166	3
167	4
167	5

Attendance bonus days shall be credited to the retirement sick leave accounts of eligible employees annually. When individual retirement sick leave bank days total 120 days, the district shall convert the above bonus to $20.00 for each day accumulated annually.

FAMILY AND MEDICAL LEAVE

The Hilldale Board of Education agrees to comply with the terms and conditions of the Family and Medical Leave Act of 1993.

ARTICLE X. MILEAGE

Any teacher incurring driving expenses while on professional or school business shall be reimbursed for such expenses. With prior approval of the Principal through the Superintendent, the use of a personal automobile shall be reimbursed at the current IRS allowable rate for mileage. Definition: Professional - referring to a teacher required or requested to/by the Board or Superintendent to attend meetings or workshops during or outside the school year excluding the five professional days indicated on the school calendar.

Teachers required as part of their assignment to travel the distance between the high school/middle school complex and the elementary school during the same day are entitled to a mileage reimbursement at the current IRS allowable rate for mileage. Teachers desiring such payment must submit a claim form on the last day of the school year listing the days in which the miles were driven. Payment for approved travel will be made during the month of June.

ARTICLE XI. EX-OFFICIO MEMBERSHIP

The President of the Association shall be an Ex-Officio Member of the Board at all school board meetings. The President will not have voting power and will not be allowed in executive sessions. The President will receive the same information and material that Board Members receive before and during meetings, excluding items for executive session.

ARTICLE XII. PAY DAY

Teachers will be paid on the fifteenth (15) day of each month. In the event that the fifteenth (15) falls on a day when school is not in session, or a legal holiday, the last school day before the fifteenth (15) will be used. (2010-11)

During the summer months, warrants will be mailed in time to reach the teachers by the fifteenth (15). Summer (June, July and August) warrants will be available, fifteen (15) working days after the last day of school.

ARTICLE XIII. PROFESSIONAL DAYS

The Board shall provide five (5) days for the purpose of professional meetings. These five (5) professional days shall be included in the total school calendar as determined by the Board in consultation with a calendar committee. The calendar committee shall be appointed by the board and will be made up of representatives of the Patrons, Teachers, Administrators and the Board. Attendance shall be mandatory at all professional day activities for all licensed and certified employees of the Hilldale School District. Failure to attend will mean loss of salary for that day. No other activities shall be scheduled that day without the permission of the Superintendent.

ARTICLE XIV. NON-DISCRIMINATION

The Board shall not discriminate against any employee on the basis of race, color, creed, age, sex, religion, national origin, political affiliation, domicile, marital status, or physical handicap disability. Neither the Board nor the Association shall discriminate against a teacher because of his/her exercise or non-exercise of rights guaranteed under the negotiations provisions contained in the School Laws of Oklahoma.

ARTICLE XV. JOB PROMOTION

Teachers within the system, if qualified to teach newly created or vacated positions, shall be given first opportunity for consideration of employment in that position. Any vacancy in any position shall be announced and/or publicized by a notice posted in every school building. during the summer, vacancies shall be posted for ten (10) days in the office of all buildings and on the bulletin board in the superintendent office. Summer vacancies shall also be published in the local newspaper before a vacancy is filled.

ARTICLE XVI. REDUCTION IN FORCE

When the Board determines the need to reduce the teaching staff, the reduction shall be accomplished according to the following procedure:

1. A career teacher may not be dismissed while a probationary teacher is retained in a position which the career teacher is qualified by certificate to fill.

2. Career teachers shall be dismissed according to least number of years in the district and certification within the areas of assigned duties.

3. Probationary teachers shall be dismissed according to least number of years in the district and certification within the areas of assigned duties.

4. If two or more teachers according to the above procedure are equal in certification and experience in the district, the one to be dismissed shall be determined by a coin toss.

5. Teachers whose positions have been eliminated according to the above procedure and are qualified by certification to fill an existing position may replace another teacher having less tenure.

6. Career teachers who were dismissed through staff reduction shall be offered reemployment, if qualified by certificate, before probationary teachers are added to the staff.

7. Career teachers shall be offered re-employment in reverse order of dismissal.

8. Teachers on the recall list shall suffer no loss in (1) accumulated sick leave, (2) years of service applicable toward career status or (3) placement on the salary schedule due to layoff for one year. Career status cannot be acquired during layoff.

9. The right to recall shall continue until the first payday of the second school year following the date of dismissal under this policy. A teacher being offered recall shall be notified by certified mail, return receipt requested, restricted delivery, and shall have five (5) calendar days in which to respond after which the right to recall shall cease.

ARTICLE XVII. TEACHER TRANSFER

Each teacher who is being considered for a change in assignment for the forthcoming year shall be given written notice no later than May 15, except that any change in assignment made after that date will be discussed by the administrator and the teacher and every effort will be made to reach a satisfactory agreement before the change occurs.

ARTICLE XVIII. ASSOCIATION RIGHTS

The Association shall have the following rights:

1. The use of the school building for meetings.

2. The use of school bulletin boards in the teacher's lounges and the use of mailboxes.

3. To be on the agenda of the orientation program for new teachers.

4. To be placed on the agenda of any school board meeting, with prior notification to be given to the Superintendent, no later than on Monday one week prior to the board meeting with designation of topic for discussion.

5. The Grievance Committee, comprised of teachers employed in the district, shall have the right to visit schools to investigate working conditions pertaining to teacher complaints and/or grievances before or after school working hours.

6. HACT will be granted ten (10) days leave to be used by teachers to attend conventions, conferences, and meetings of the association. The teacher using the leave shall have the cost of the substitute pay deducted from his/her check. HACT shall reimburse the teacher for the substitute pay. Except in the case of an emergency, the association shall request the leave at least two (2) days in advance.

7. Right to representation: Teachers shall have the right to have an association building representative or other mutually agreeable witness present whenever attending a conference with the principal during which the teacher is receiving a written reprimand or other formal disciplinary action.

8. Complaints against teachers: When parent complaints are received, the parent will be encouraged to discuss the concern with the student's teacher. All complaints against a teacher must be substantiated and documented through a thorough investigation before any disciplinary action is taken. Teachers shall be notified of the complaint and shall have the right to respond to the complaint before receiving a written disciplinary action.

ARTICLE XIX. DUTY FREE LUNCH

Each principal will make every effort possible to schedule for each teacher a thirty (30) minute uninterrupted duty-free lunch period each school day, except on those days when the teacher is scheduled for lunch time duty.

At the beginning of each school year, teachers will be afforded the opportunity for input into the establishment of the lunch duty schedule at their school. After considering such input, the Principal shall establish the lunch duty schedule in an equitable manner.

Teachers shall be allowed to leave their buildings during the lunch period on days when they are not scheduled for lunch-time duty.

ARTICLE XX. FACILITIES

A. Teachers on each campus shall be provided a work area equipped with desks or tables, chairs, paper, stencils, grading pencils/pens and typewriter.

B. The Board shall provide one private phone on the high school campus, one on the middle school campus, and one on the elementary school campus. This phone shall be located in a room which can be closed and locked. Teachers will be limited to using this phone during breaks except in emergencies. This phone will not be capable of long distance dialing.

ARTICLE XXI. PERSONNEL FILES

A. A teacher, or upon written authorization, the teacher's designee, may review the contents of the teacher's file, with the exception of confidential reference materials, during normal business hours, but not during the duty time of the teacher or designee. The teacher is entitled to receive a copy of any documents contained therein with the teacher paying the cost of reproduction.

B. Derogatory material may not be placed in the teacher's file until the teacher has had the opportunity to read the material and to sign and date the actual copy to be filed. The signature signifies that the teacher has read the material, but not necessarily that the teacher agrees with its content. The teacher shall receive a copy of said material, at no cost to the teacher, at the time of filing. The teacher shall have the right, within ten (10) days, to affix a written response to said material.

C. Access to a teacher's file will be limited to: the teacher or the teacher's designee, district employees who have a need to review the file in order to complete a job responsibility, the Board of Education, public agencies upon official request as otherwise required by law. Review of a file by a public agency will be noted on a log contained within the file.

D. A teacher may request that factual material of a positive nature be placed in the teacher's file.

Upon written request of the teacher and approval of the superintendent, material may be removed from teacher's file.

Article XXII. Teacher Evaluation

The primary purpose of evaluation shall be for the improvement of instruction. The evaluation process is intended to be a positive, developmental process.

Evaluation forms for teachers, as determined by the Board, shall be based upon criteria mandated by the State Department of Education. The Board has adopted the Tulsa Teacher and Leader Effectiveness Model (TLE) as the exclusive teacher evaluation model for Hilldale Public Schools. (Exhibit E) (2013-14)

The Principal shall review the evaluation process with all teachers before October 1. During the school year, the Principal shall review the evaluation process with teachers new to the district as soon as possible after the new teacher's arrival at the school.

Formal evaluation shall include formal classroom observations which shall be conducted openly with the full knowledge of the teacher.

All career teachers will be formally evaluated at least once during each school year by March 31, except of career teachers receiving a "superior" or "highly effective rating under the TLE who may be evaluated once every two years. All probationary teachers shall receive formative feedback from the evaluation process at least two times per year, once during the fall semester and once during the spring semester. (2013-14)

A copy of each formal written evaluation shall be given to the teacher at a conference held between the teacher and the principal. The conference shall be held within ten (10) working days of the last formal classroom observation. The teacher shall acknowledge receipt of the evaluation by placing his/her signature thereon. The signature signifies that the teacher has read the evaluation, but not necessarily that the teacher agrees with its content. The teacher may, within ten (10) working days of the evaluation conference, respond to the evaluation in writing and said response will be attached to the formal evaluation.

Article XXIII. Grievance Procedure

Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting licensed and certified teachers.

Definition: Employee - referring to licensed and/or certified teachers.

Grievance defined: A grievance is a claim by a teacher or a group of teachers that there is a violation, misinterpretation of misapplication of the terms of this negotiated agreement that has affected that teacher or group of teachers.

Time limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum number of work days allowed and every effort should be made to expedite the process. The time limits specified, however, may be altered by mutual agreement of the parties. All levels of the grievance procedure are not to be held during working hours.

Procedure:

A. Level One

1. As soon as the teacher becomes aware of an event which leads to a grievance, the teacher or one designated member of a group having the same grievance, shall request that a meeting be held with the particular administrator involved. The purpose of this meeting shall be an attempt to resolve the matter informally. Persons proper to be present at this meeting shall include the appropriate administrator involved and the aggrieved teacher, and a witness for both sides if desired.

2. If the grievance is not resolved by the particular administrator involved, it shall be reduced to writing, signed by the Grievant, and submitted to the administrator within five (5) school days of the informal conference (form a). The administrator shall give to the grievant his decision within five (5) school days after the grievance has been submitted to him, in written form, with his conclusion and the reasons for such conclusion clearly written thereon. (Form B).

3. In the event the grievance should be a claim against the Superintendent, level one (Form A), level three shall become the second step. In this case the teacher shall notify the building principal in writing of his/ her intent to file a grievance with the Superintendent. This shall be submitted to the building principal at the same time the grievance is submitted to the Superintendent.

Level Two

1. In the event the administrator's written decision, as set forth in level one, shall be unsatisfactory, the Grievant shall appeal the grievance to the Superintendent, in writing, within five (5) school days after the administrator's written decision has been given in level one (Form C).

   The Superintendent shall schedule a meeting within five (5) school days with the aggrieved teacher, and the administrator involved, to discuss the appealed grievance. A witness may be present for both sides if desired. The Superintendent shall submit, to the grievant, his decision, in writing, on the grievance form within five (5) school days after the meeting (Form D). The written decision of the Superintendent must contain reasons for the conclusion.

C. Level Three

1. If the decision of the Superintendent shall be unsatisfactory, the Grievant shall have the right to appeal to the Board of Education for a hearing of the case. Request for such a hearing before the Board must be made to the Clerk of the Board, in writing, registered return receipt, within five (5) school days after the decision has been submitted by the Superintendent to the Grievant. The President of the Board shall arrange a meeting of the board to hear the appealed grievance at the earliest possible date; however, the hearing with the Board of Education shall be scheduled to be held within twenty (20) school days from the date the clerk receives the request for appeal hearing from the Grievant.

2. The Board shall submit its decision, in writing, by registered return receipt to the Grievant with a copy to the President of the Association within five (5) school days following the closing of the appealed hearing, and affix their signatures thereto. Decisions of the Board shall be binding on all parties.

General Provisions

1. All parties to a grievance are assured of freedom from restraint, coercion, discrimination, harassment, or reprisal.

2. At level three, the grievant and the administrator shall each have the option of being represented by a person of their own choosing.

3. At level three, any grievance, that the Board believes deals with a subject which may be properly discussed by the Board in executive session as provided by law, may be heard in executive session if the grievant so desires.

4. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate confidential grievance file maintained by the Association and Board and shall not be kept in the personnel file of any of the participants.

5. Failure to give the grievant a written reply at levels one and two within specified time limits shall mean the grievance shall progress to the next level.

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

7. The Grievant shall have the right to bring a witness, who can provide testimony relevant to the grievance, to level three of the grievance hearing.

8. During the summer months, time limits set forth shall be in terms of week days.

9. By mutual agreement of both parties, any level of the grievance procedure may be taped.

10. A grievance may be withdrawn, in writing, by the Grievant at any level without prejudice.

11. The Board shall provide the Grievant with a copy of all written decisions at each level.

GRIEVANCE ADJUSTMENT FORM A
COMPLAINT BY THE AGGRIEVED TEACHER(S)

Type or Print

(To be submitted to the appropriate administrator within five (5) school days of informal conference.)

Aggrieved teacher(s)

_____
Date of Formal Presentation

_____
Home Address(es) of Aggrieved teacher(s)

_____
Home Address(es) of Aggrieved teacher(s)

_____
Home Phone(s)

_____ _____
School Principal

_____ _____
Years in school system Subject area or grade

Statement of grievance: _____

_____

_____

_____

_____

Contract reference (cite article and/or section of negotiated agreement alleged to have been violated.)

Action requested: _____

_____

_____ _____
(Signature of aggrieved teacher(s)) (Signature of aggrieved teacher(s))

GRIEVANCE ADJUSTMENT FORM B
RECOMMENDATION OF PRINCIPAL

Type or Print
(To be completed within five (5) school days after the receipt of the written grievance.)

Aggrieved Teacher(s) _____

Date of formal Grievance Presentation _____

School _____

Principal _____

Contract reference (cite article and/or section of negotiated agreement alleged to have been violated.)

Decision of principal and reasons therefore: _____

_____

_____

_____

_____

Date of Decision _____

_____
(Signature of principal)

Aggrieved teacher(s) response:

_____ I accept the above decision.

_____ I hereby refer the above decision to the superintendent for appeal.

_____
Date of Response

_____
(Signature of aggrieved teacher(s))

_____
(Signature of aggrieved teacher(s))

GRIEVANCE ADJUSTMENT FORM C
COMPLAINT BY THE AGGRIEVED TEACHER(S)

Type or Print:

(To be submitted to the superintendent within five (5) school days of the principal's decision.)

Aggrieved Teacher(s) _____

Date of formal Grievance Presentation _____

Home address of Aggrieved teacher(s) _____

Home phone _____

School _____

Principal _____

Years in school system _____

Subject area or grade _____

Statement of grievance: _____

_____

_____

_____

Contract reference (cite article and/or section of negotiated agreement alleged to have been violated.) _____

Action requested: _____

_____

_____

_____

_____
(Signature of aggrieved teacher(s))

_____
(Signature of aggrieved teacher(s))

_____
Date of Decision

GRIEVANCE ADJUSTMENT FORM D
RECOMMENDATION OF SUPERINTENDENT

Type or Print:

(To be completed within five (5) school days after meeting set forth in grievance procedure, level two.)

Aggrieved Teacher(s) _____

Date of formal Grievance Presentation _____

School _____

Principal _____

Contract reference (cite article and/or section of negotiated agreement alleged to have been violated.) _____

Decision of superintendent and reasons therefore: _____

_____

_____

_____

_____

_____
Date of Decision

_____
(Signature of Superintendent)

Aggrieved teacher(s) response:

- ❑ I accept the above decision.
- ❑ I hereby refer the above decision to the board of education for an appeal hearing as set forth in grievance procedure, level three.

_____
Date of response

_____
(Signature of aggrieved teacher(s))

_____
(Signature of aggrieved teacher(s))

COMPLAINT BY THE AGGRIEVED TEACHER(S)

Type or Print

To be submitted to the appropriate administrator within five (5) school days of informal conference.

Aggrieved Teacher(s) _____ Date of Formal Grievance Presentation_____

Home address(es) of Aggrieved Teacher(s) _____ Home phone _____

School_____ Principal _____

Years in School System _____ Subject Area/Grade_____

Statement of Grievance:

Contract Reference (Cite Article and/or Section of Negotiated Agreement alleged to have been violated).

Action Requested:

_____
Signature of Aggrieved Teacher(s)

GRIEVANCE ADJUSTMENT FORM B
RECOMMENDATION OF PRINCIPAL

Type or Print

To be completed within five (5) school days after the receipt of the written grievance.

Aggrieved Teacher(s) _____ Date of Formal Grievance Presentation_____

School _____ Principal _____

Contract Reference (Cite Article and/or Section of Negotiated Agreement alleged to have been violated).

Decision of Principal and reasons therefore:

Date of Decision _____ _____
Signature of Principal

Aggrieved Teacher(s) response:

_____ I accept the above decision.

_____ I hereby refer the above decision to the Superintendent for appeal.

_____ _____
Date of Response Signature of Aggrieved Teacher(s)

GRIEVANCE ADJUSTMENT FORM C
COMPLAINT BY THE AGGRIEVED TEACHER(S)

Type or Print

To be submitted to the Superintendent within five (5) school days of the Principal's decision.

Aggrieved Teacher(s) _____ Date of Formal Grievance Presentation _____

Home Address(es) of Aggrieved Teacher(s) _____ Home Phone _____

School _____ Principal _____

Years in School System _____ Subject Area/Grade _____

Statement of Grievance:

Contract Reference (Cite Article and/or section of Negotiated Agreement alleged to have been violated.)

Action requested:

_____
Signature of Aggrieved Teacher(s)

GRIEVANCE ADJUSTMENT FORM D
RECOMMENDATION OF SUPERINTENDENT

Type or Print

To be completed within five (5) school days after meeting set forth in grievance procedure. (Level Two)

Aggrieved Teacher(s) _____ Date of Formal Grievance Presentation _____

School _____ Principal _____

Contract Reference (Cite Article and/or Section of Negotiated Agreement alleged to have been violated).

Decision of Superintendent and reasons therefore:

_____ _____
Date of decision Signature of Superintendent

Aggrieved teacher(s) response:

_____ I accept the above decision

_____ I hereby refer the above decision to the Board of Education for an appeal hearing as set forth in grievance procedure (Level Three).

_____ _____
Date of response Signature of Aggrieved Teacher(s)

ARTICLE XXIV. SAVINGS CLAUSE

If any article or part of the agreement is held to be invalid by operation of law or by tribunal or competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the agreement shall not be affected thereby and said article or part will be introduced for negotiations at the next regular negotiations.

ARTICLE XXV. DURATION

This agreement shall remain in full force and effect until replaced by a subsequent agreement negotiated in accordance with the procedural agreement. Any negotiated increase in salary or fringe benefits shall be retroactive to the beginning of the teaching contract year.

Hilldale Association of Classroom Teachers:

_____
President

_____
Secretary

Hilldale School District No. I-29

_____
President, Board Of Education

_____
Clerk, Board Of Education

Independent School District No. I-29
Muskogee County, Oklahoma

1-1 As prescribed by Title 70, Oklahoma Statutes 509-1-509.10, the Hilldale Association of Classroom Teachers, hereinafter referred to as the "Association," said Association being the certified representatives of the professional educators of the district, and the Board of Education of Hilldale Public Schools, Independent School District No. 1029, Muskogee County, Oklahoma, hereinafter referred to as the "Board" said Board being legal representatives of the electors of Independent School District No. I029 of Muskogee County, Oklahoma, hereby enter into the following agreements regarding procedures:

1-2 RECOGNITION.
The Board hereby recognizes the Association as the bargaining agent for all regularly employed, full-time certified or licensed educators except those who hold positions as classified by the Board as administrative designation of the bargaining representatives shall be made by the recognized organization. Any person who desires not to be represented by any organization, as provided herein, may so state in writing to the Board.

1-3 SCOPE OF BARGAINING.
The Association and the Board agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment. There shall be no negotiations on managerial rights including the functions and programs of the board, the organizational structure of the schools, the determination of the board's budget, the staffing of the schools or the selection of personnel.

1-4 STATUTES AND POLICIES.
The Association and the Board shall abide by all applicable state and federal statutes, rules and regulations. No agreement shall abrogate the legal rights, obligations and powers of the board including its power to make policy, so long as such policy does not conflict with the negotiated agreement.

1-5 NEGOTIATING TEAM.
No more than five (5) designated representatives of the association will meet with no more than five (5) designated representatives of the board for purposes of negotiations. All negotiations shall take place exclusively between the designated representatives of the parties with each team having designated its chief negotiator or chief negotiators. Either team may exercise the option of designating two chief negotiators at the beginning of negotiations to serve for the entire series of negotiating sessions. It is further provided that

a chief negotiator shall serve a minimum of five (5) consecutive sessions. The chief negotiator of either team may designate any one team member per session to formally speak to an issue without rebuttal or discussion. However, in case of incapacity of a chief negotiator or either team, a new team member and a new chief negotiator may be selected. Only those members who comprise the negotiating team will be present during negotiations. A majority of the members of each bargaining team shall be present at each bargaining session. If there are any changes in the membership of either team, the other team shall be notified of such change in writing before the next meeting.

2-1 MEETINGS.

Request for negotiations shall be made in writing on or after May 1 with negotiations to occur once each fiscal year. The first negotiating session shall be after July 1st. Negotiations shall continue for a period of thirty (30) work days with a minimum of one session per week and ending no later than August 15th. Impasse will not be included in the thirty (30) workday time frame. Negotiations may continue for three (3) meetings for three (3) hours within a ten (10) day period beyond the thirty (30) workday time frame for the discussion of all items not previously finalized. By mutual agreement a recess may be declared and the time frame extended accordingly. All meetings shall be held outside of the workday at times and places mutually agreed to. By mutual agreement, negotiating sessions may be taped, with both the Board and Association retaining a copy of each tape. There shall be mutual exchange of information at the first negotiating session. Association proposals shall be presented in writing at the first meeting. All board proposals shall be presented in writing at the second meeting to be held within seven calendar days. No additional items shall be considered except where changes in negotiated agreements are mandated by changes in existing law. Either party may request caucuses of reasonable length during each negotiating session.

2-2 EXCHANGE OF INFORMATION.

Upon reasonable request, the parties shall provide each other with available information regarding negotiations provided that the Board will submit only those reports required by the Board or by The State Department of Education or which are matters of public record.

2-3 INFORMATION RELEASES.

During negotiations press releases shall be by mutual agreement.

2-4 THE AGREEMENT.

When agreement is reached between the negotiating teams on any proposal, the proposal shall be reduced to writing, dated, signed by the chief negotiator or negotiators of each team, marked "tentative agreement" and distributed to both teams. Such tentative agreements shall remain so until agreement is reached on all items. When final total agreement is reached it shall be submitted and recommended first to the association for ratification. After ratification by the association, the agreement shall be submitted to the board. The Board shall approve or disapprove said agreement within one regularly scheduled board meeting or within forty-five (45) days following approval by the Association.

No further negotiations will take place until a formal request is made the following may.

2-5 IMPASSE PROCEDURE.

A. If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time following the initial negotiations 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.

B. Within three (3) days of such declaration, the parties may, by mutual agreement, request the services of the federal mediation and conciliation service.

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

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

   a. Within five (5) days, the parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a list of fact finders from the State Superintendent. If no name on the list is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list. The parties will then continue alternately striking names from the list until only one name remains. The person whose name remains on the list will serve as the chairperson of the fact finding committee.

2. The committee shall meet with the Board's and the Association's negotiations representatives for the purpose of fact finding.

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

4. The cost of the services of the fact finding committee, including per diem expenses, if any, and the actual and necessary travel expenses shall be shared in the following manner:

   a. The Board shall assume the expenses of the representative selected by the board.

   b. The Association shall assume the expenses of the representative selected by the association.

   c. The expenses of the third member shall be shared equally by the Board and the Association.

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

6. All hearing of the fact finding committee shall be conducted in closed session.

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

8. If either party decides it must reject one or more of the committee recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the board and the association. The parties shall meet within seven (7) days of the request unless both parties deem it unnecessary. At such meeting the parties shall exchange written statements expressing each parties rationale for rejecting each recommendation found unacceptable and shall attempt to clarify the remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days following the exchange of written statements, as provided for by this section, either party may discontinue such effort.

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

2-6 Duration.

A. This procedural agreement shall continue in effect for successive fiscal year periods unless written notice is given by either party, in accordance with section 2-1, to modify or amend this agreement.

B. In the event that the association disbands or otherwise ceases to be the recognized bargaining agent, this agreement shall be null and void on that date.

2-7 No Strike Clause.

The procedure provided for herein for resolving impasse shall be the exclusive recourse of the association. It shall be illegal for the association or its members to strike or threatens to strike, as a means of resolving differences with the board. It shall also be a violation of this agreement for the association or its members to strike for any reason during the term of a contract unless the board and association agree that such action is warranted.

Chairman, Negotiating Team Hilldale Association of Classroom Teachers District I029	Chairman Negotiating Team Board of Education, Independent School
President Hilldale Association of Classroom Teachers	President, Board of Education

EXHIBIT D

Addendum to Procedural Agreement

2-1 Meetings.

The parties agree to tape record the 2001-2002 negotiations under the following conditions:

a. The recordings are for informational purposes of the parties and are not considered to be an official record of negotiations.

b. The recordings may only be listened to by the HACT negotiations team and executive committee, and the Board negotiations team, superintendent, and members of the board.

FY 20 Pay Scale Hilldale Public School

	b	b+15	bnbct	bnbct+15	m	m+15	mnbct	mnbct+15
0	$38,938	$39,338	$40,171	$40,571	$37,505	$37,877	$41,561	$41,961
1	$39,372	$39,772	$40,605	$41,005	$37,909	$38,281	$41,995	$42,395
2	$39,806	$40,206	$41,040	$41,440	$38,313	$38,685	$42,430	$42,830
3	$40,240	$40,640	$41,473	$41,873	$38,716	$39,088	$42,863	$43,263
4	$40,674	$41,074	$41,908	$42,308	$39,120	$39,492	$43,298	$43,698
5	$41,148	$41,548	$42,380	$42,780	$39,559	$39,931	$43,770	$44,170
6	$41,634	$42,005	$42,868	$43,239	$40,013	$40,385	$44,258	$44,658
7	$42,098	$42,498	$43,331	$43,731	$40,444	$40,816	$44,721	$45,121
8	$42,561	$42,961	$43,794	$44,194	$40,875	$41,247	$45,185	$45,585
9	$43,024	$43,424	$44,258	$44,658	$41,306	$41,678	$45,648	$46,048
10	$43,994	$44,394	$45,230	$45,630	$42,668	$43,040	$47,115	$47,515
11	$44,563	$44,963	$45,797	$46,197	$43,197	$43,569	$47,683	$48,083
12	$45,057	$45,457	$46,291	$46,691	$43,655	$44,027	$48,175	$48,575
13	$45,549	$45,949	$46,784	$47,184	$44,113	$44,485	$48,668	$49,068
14	$46,041	$46,441	$47,277	$47,677	$44,570	$44,942	$49,160	$49,560
15	$46,552	$46,952	$47,788	$48,188	$45,049	$45,421	$49,674	$50,074
16	$47,071	$47,471	$48,307	$48,707	$45,529	$45,901	$50,192	$50,592
17	$47,565	$47,965	$48,800	$49,200	$45,988	$46,360	$50,684	$51,084
18	$48,057	$48,457	$49,292	$49,692	$46,447	$46,819	$51,178	$51,578
19	$48,550	$48,950	$49,786	$50,186	$46,906	$47,278	$51,671	$52,071
20	$49,065	$49,465	$50,300	$50,700	$47,383	$47,755	$52,185	$52,585
21	$49,607	$50,007	$50,843	$51,243	$47,889	$48,261	$52,729	$53,129
22	$50,101	$50,501	$51,336	$51,736	$48,347	$48,719	$53,222	$53,622
23	$50,594	$50,994	$51,829	$52,229	$48,806	$49,178	$53,714	$54,114
24	$51,087	$51,487	$52,321	$52,721	$49,265	$49,637	$54,208	$54,608
25	$52,510	$52,910	$53,769	$54,169	$50,623	$50,995	$55,690	$56,090
26	$52,910	$53,310	$54,169	$54,569	$50,995	$51,367	$56,090	$56,490
27	$53,310	$53,710	$54,569	$54,969	$51,367	$51,739	$56,490	$56,890
28	$53,710	$54,110	$54,969	$55,369	$51,739	$52,111	$56,890	$57,290
29	$54,110	$54,510	$55,369	$55,769	$52,111	$52,483	$57,290	$57,690

Assignment 19-20	SALARY	extra duty		
COUNSELOR - ELEM	2,000.00			
COUNSELOR - H.S.	(2) 2400			
COUNSELOR - M.S.	2,000.00			
VOCATIONAL - HS FCS	2,000.00			
ROBOTICS	1,250.00			
CHEERLEADER SPONSOR- H.S.	4,000.00			
CHEERLEADER ASST HS SPONSOR	2,000.00			
CHEERLEADER SPONSOR - 7/8	2,000.00			
STUDENT COUNCIL - H.S.	1,300.00			
STUDENT COUNCIL - M.S.	1,000.00			
ACADEMIC TEAM - H.S.	1,250.00			
ACADEMIC TEAM - 9TH	1,250.00			
ACADEMIC TEAM - M.S.	1,750.00			
ACADEMIC TEAM - ELEM	600.00			
GIFTED AND TALENTED	1,500.00			
YEARBOOK - H.S./M.S.	1,750.00			
YEARBOOK - U.E./L.E.	1,000.00			
Virtual School Coordinator	1,750.00			
Energy Management	7,000.00			
JOM Supply Coordinator	300.00			
JOM Supply Coordinator	300.00			
SOUND TECHNICIAN	750.00			
DIGITAL MEDIA COORDINATOR HS	2,500.00			
DIGITAL MEDIA ASSISTANT	1,200.00			
SCHOOL PLAY - DIRECTOR	2,000.00			
SCHOOL PLAY - ASST. DIRECTOR	1,500.00			
SCHOOL PLAY - ASST. DIRECTOR	1,500.00			
SCHOOL PLAY - ART DIRECTOR	750.00			
SENIOR CLASS SPONSOR	750.00			
SENIOR CLASS SPONSOR	750.00			
SENIOR CLASS SPONSOR	750.00			
JUNIOR CLASS SPONSOR	750.00			
JUNIOR CLASS SPONSOR	750.00			

JUNIOR CLASS SPONSOR	750.00			
SOPHOMORE CLASS SPONSOR	350.00			
SOPHOMORE CLASS SPONSOR	350.00			
SOPHOMORE CLASS SPONSOR	350.00			
FRESHMAN CLASS SPONSOR	350.00			
FRESHMAN CLASS SPONSOR	350.00			
FRESHMAN CLASS SPONSOR	350.00			
NATIONAL HONOR SOCIETY	750.00			
BAND - H.S./M.S. HEAD	7,000.00			
BAND - H.S./M.S. ASST DIRECTOR	3,500.00			
COLOR GUARD	600.00			
COLOR GUARD	600.00			
CHORUS	3,000.00			
FOOTBALL - H.S. HEAD	7,500.00			
FOOTBALL - H.S. ASST	3,200.00			
FOOTBALL - H.S. ASST-Cood	3,500.00			
FOOTBALL - 9TH/HEAD	2,000.00			
FOOTBALL - 8TH/HEAD	1,500.00			
FOOTBALL - 7TH/HEAD	1,500.00			
FOOTBALL - 9TH/ASST	1,500.00			
FOOTBALL - 8TH/ASST	1,250.00			
FOOTBALL - 7TH/ASST	1,250.00			
FOOTBALL - 7TH/ASST	1,250.00			
FOOTBALL - 7TH/ASST	1,250.00			
BASKETBALL - H.S./BOYS/HEAD	7,000.00			
BASKETBALL - H.S./GIRLS/HEAD	7,000.00			
BASKETBALL - H.S./BOYS/ASST	3,200.00			
BASKETBALL - H.S./GIRLS/ASST	3,200.00			
BASKETBALL - 9TH/BOYS/HEAD	2,000.00			
BASKETBALL - 9TH/GIRLS/HEAD	2,000.00			
BASKETBALL - 8TH/BOYS/HEAD	1,500.00			
BASKETBALL - 8TH/GIRLS/HEAD	1,500.00			
BASKETBALL - 7TH/BOYS/HEAD	1,500.00			

BASKETBALL - 7TH/GIRLS/HEAD	1,500.00			
BASKETBALL - 6TH/BOYS/HEAD	1,500.00			
BASKETBALL - 6TH/GIRLS/HEAD	1,500.00			
BASEBALL - HEAD	4,500.00			
BASEBALL - ASST	2,500.00			
BASEBALL 7TH/8TH	2,000.00			
BASEBALL 7TH/8TH - ASST	1,500.00			
SOFTBALL - FALL/HEAD	4,500.00			
SOFTBALL - FALL/ASST	2,500.00			
SOFTBALL - JH/ HEAD	2,000.00			
SOFTBALL - JH/ ASST	1,500.00			
SOCCER - BOYS/HEAD HS	2,500.00			
SOCCER - BOYS/ASST HS	1,500.00			
SOCCER - GIRLS/HEAD HS	2,500.00			
SOCCER - GIRLS/ASST HS	1,500.00			
TRACK - H.S./BOYS/HEAD	2,500.00			
TRACK - H.S./GIRLS/HEAD	2,500.00			
TRACK - ASST./GIRLS/BOYS	1,500.00			
TRACK - 9TH/BOYS/HEAD	1,000.00			
TRACK - 9TH/GIRLS/HEAD	1,000.00			
TRACK - JH ASST	500.00			
POWERLIFTING	1,000.00			
POWERLIFTING	1,000.00			
GOLF - H.S./BOYS	2,000.00			
GOLF - H.S./GIRLS	2,000.00			
GOLF - M.S./BOYS	1,000.00			
GOLF - M.S./GIRLS	1,000.00			
GOLF ASST	1,000.00			
DISTRICT WEBSITE MANAGER	1,000.00			
COMPUTER SUPPORT STIPEND	1,000.00			
COMPUTER SUPPORT STIPEND	1,000.00			
DEPT. CHAIR - PK	750.00			
DEPT. CHAIR - K	750.00			
DEPT. CHAIR - 1ST GRADE	750.00			
DEPT. CHAIR - 2ND GRADE	750.00			
DEPT. CHAIR - 3RD GRADE	750.00			
DEPT. CHAIR - 4TH GRADE	750.00			

DEPT. CHAIR - 5TH GRADE	750.00			
DEPT. CHAIR - M.S. SCIENCE	750.00			
DEPT. CHAIR - M.S. MATH	750.00			
DEPT. CHAIR - M.S. ENGLISH	750.00			
DEPT. CHAIR - M.S. HISTORY	750.00			
DEPT. CHAIR - H.S. SCIENCE	750.00			
DEPT. CHAIR - H.S. MATH	750.00			
DEPT. CHAIR - H.S. ENGLISH	750.00			
DEPT. CHAIR - H.S. HISTORY	750.00			
DEPT. CHAIR - SpEd	750.00			

TENTATIVE NEGOTIATION AGREEMENTS
BETWEEN
HILLDALE PUBLIC SCHOOLS
AND
HILLDALE ASSOCIATION OF CLASSROOM TEACHERS

2019-2020 Contract Year

1. **Compensation:**

   a. The 2019-20 Salary Schedules shall be constructed by adding the state mandated $1,220 increase to the base lane on the various 2018-19 Salary Schedules. All FY 2019-20 Salary Schedules with mandated increases for each step and level are attached.

   b. The District will continue to award a One-Time "Off-Scale" stipend for teachers with 31 plus years of qualified teaching experience in the amount of $400 dollars for the 2019-20 contract year.

   c. All qualified teachers will advance one step on their 2019-20 Salary Schedule.

   d. The 2019-20 Salary Schedule(s) will be verified by the District and Association before being placed into use. (Attached)

2. **Extra Duty Stipends:**

   The 2019-20 Extra Duty Stipend Range Schedule with modifications is attached..

3. **Master Contract:**

   All negotiation items not reduced to tentative agreement are dropped from consideration. Each party is responsible for independently verifying the updates and accuracy of the 2019-20 Collective Bargaining Agreement.

The District will prepare 10 "hard copy" Negotiated Agreements for use by the HACT. In addition, the District will place the agreement on the school web site for access by all certified staff.