

MASTER CONTRACT

2016-17



BLANCHARD PUBLIC SCHOOLS

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SECTION I: ARTICLE I – DURATION OF AGREEMENT

This Agreement is entered into between the Blanchard Board of Education, Independent School District I-29, McClain County, Blanchard, Oklahoma, hereinafter referred to as the “Board” and the Blanchard Association of Classroom Teachers, hereinafter referred to as the “Association”, and shall become effective at the time of ratification by both parties, and shall remain in effect for a period of one (1) year beginning July 1, 2016 to June 30, 2017, or until it has been replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement.

SECTION 1: ARTICLE II – DEFINITIONS

Teacher - All certified personnel employed by Blanchard Public School District whose primary area of assignment is the instruction of students, excluding only administrative or supervisory personnel.

District - Blanchard Public School District, No. I-29 of McClain County, Oklahoma

Board - Elected policy-making body governing the District.

Association President- Elected President of the Blanchard Association of Classroom Teachers

Immediate Supervisor- Principal or other administrator to whom teachers are directly responsible.

School - Work location at which teachers perform their job function.

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

Association Representative- Any person designated in writing by the President or the Blanchard Association of Classroom Teachers.

Association - Blanchard Association of Classroom Teachers.

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

Probationary Teacher – Also referred to as “non-tenured” teacher. A duly certified teacher who has completed less than three (3) consecutive complete years of teaching service in the Blanchard Public School District under a written teaching contract, as provided by law.

Career Teacher - Also referred to as “post-probationary” teacher. A duly certified teacher who has completed (3) or more consecutive complete school years of teaching service in the Blanchard Public School district under a written teaching contract, as provided by law.

Superintendent - Chief Administrative officer of the District

SECTION I: ARTICLE III – SAVINGS CLAUSE

Should any part of this Agreement be declared invalid by a referendum of law, statute, or by a court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted part. The Board and the Association shall commence negotiations within thirty (30) days for the purpose of arriving at a legally permissible replacement for the deleted part. This shall include any changes to H.B. 1017 during the contract year.

SECTION II: ARTICLE 1 – NON-DISCRIMINATION STATEMENT

The Blanchard Public School District is an equal opportunity employer and will abide by applicable laws dealing with discrimination.

SECTION II: ARTICLE II – PERSONNEL FILE

The Board shall maintain one official personnel file on each teacher. Such file shall be housed at the Central Administrative Office. Unofficial working files may be maintained in the office of each principal.

The file may also contain other material dealing with the performance of professional services of each teacher. If the teacher is not given a copy of the material dealing with the performance of professional services at the time it is prepared, a copy of such material will be sent to the teacher at the time of its inclusion in the official file. All material placed in the teacher's official file shall be dated and signed by both parties and the teacher will have the opportunity to respond in writing to all material placed in his/her personnel file. This response must be made within ten (10) working days of the notice of the material placed in the file. Such response will be attached to the material to which it refers. When a teacher changes buildings within the district or leaves the district, information retained in the official files of the building shall be destroyed.

A teacher may, upon request to the Superintendent, review the contents of his/her official personnel file. The teacher may also have a witness of his/her own choosing present during the review of the official file. The teacher may make copies of the material contained in the file during normal working hours. Material may be removed from the teachers' personnel file in the presence of the Superintendent under either of the following circumstances: (1) upon teacher request, five (5) years from the date of the item's introduction, or (2) at any time given mutual consent of the teacher and Superintendent.

SECTION II: ARTICLE III – DUTY-FREE LUNCH

Each teacher shall be granted thirty (30) consecutive minutes each day for a duty-free lunch.

SECTION II: ARTICLE IV – PREPARATION TIME

All teachers in grades pre-kindergarten (pre-K) through twelve (12) shall have a designated class period for preparation time each day. Preparation time shall not come before the beginning of school, after the school day, or during the designated lunch period.

SECTION II: ARTICLE V – POSTING OF VACANT POSITIONS

Teachers currently employed by the District may request a transfer to vacant positions or may apply for new positions. All vacancies in new and existing positions within the District shall be posted according to the following procedure (position shall mean either teaching and/or extra duty):

1. During the school year, notice of all vacancies, including vacancies in promotional positions, shall be posted immediately after the position becomes available in a prominent place in the teachers' lounge in each school building. All vacancies shall be posted for five (5) working days and dated appropriately. At the end of five working days, vacancies shall be made public on the school's website. (www.blanchard.k12.ok.us). A current employee interested in a position for which he/she is qualified will have an opportunity to discuss such interest with the appropriate administrator.
2. If the school year has ended, notice of all vacancies including vacancies in promotional positions shall be posted immediately after the position becomes available in a prominent place in the central administration office. In addition, any teacher currently employed by the District who is interested in other positions shall, prior to leaving school for the summer, submit in writing to the Superintendent his/her interest in specified types of positions. A summer address and telephone number shall be provided so the Superintendent or appropriate building principal can contact the teacher concerning any vacancies which may arise, and for which the teacher has expressed a written interest. The teacher has three (3) days after postmark date to respond.

SECTION II: ARTICLE VI – VOLUNTARY TRANSFERS

Any teacher employed in the District who desires to transfer to another building or reassignment to a vacant position in a different subject area or grade level must complete the "Application for Transfer within the District" form and file with the Superintendent. Seniority will be considered, all other factors being equal.

If two (2) or more currently employed teachers have applied for the same vacant position, seniority will be considered, all other facts being equal.

Any teacher requesting transfer or reassignment must possess the necessary certification and experience in order to be considered for the vacant position.

SECTION II: ARTICLE VII – REDUCTION IN PROFESSIONAL STAFF FORCE

If, in accordance with applicable law, the Board determines that professional staff must be reduced, the Board will reduce force according to the following policy:

1. Reduction in force policy and subsequent reduction in personnel will be a joint effort between the Board of Education and its representative, the Superintendent of Blanchard Public Schools, and the bargaining agent for the certified personnel at Blanchard Public Schools.
2. The positions eliminated will be the determining factor, not the teachers occupying those positions.
3. Probationary Teachers will be terminated before a career teacher is terminated. A probationary teacher may be retained when a career teacher is terminated only if the career teacher is not qualified for certification to teach the position for which the probationary teacher is retained.
4. Career teachers holding eliminated positions will be placed in another position in which they are at the time of determination, qualified for certification, provided those areas are occupied by probationary teachers. If a career teacher is qualified for certification in a position held by a probationary teacher but does not have the necessary certificate, such career teacher must apply for the necessary certificate within fifteen (15) days after being informed and then the career teacher will be retained or the career teacher will be deemed to have refused the offer or continued employment with the Blanchard district and will be terminated. Such application with the State Department of Education for certification is to be made through the superintendent of the local school district.
5. Determination of those who are to be released is to be made in the following order. If any step does not serve to correct the condition, the order will be continued until the condition is corrected; therefore, no teacher will be released unless such action serves to correct the condition initiating the reduction policy.
 - a. Voluntary retirements, resignations, and duration of need contracts.
 - b. Certification is a retained teaching position, which is open. A career teacher with standard certification for the retained position will be retained over a career teacher with provisional certification, and a teacher with provisional certification will be retained over a teacher with temporary certification.
 - c. Seniority in the amount of continuous full-time contracted certified employment in the district, beginning on the date the employee first reported to work (meaning, a teacher who taught in the district, resigned or was terminated, and then returned to the district, will count only the number of years of service since returning to the district.
 - d. If seniority is the same for the career teachers, the date on which the Board approved the teachers for employment will be the determining factor.
 - e. Teachers shall be selected for release based upon the following criteria in priority order:
 - (1) Ratings on the TLE must fall at the effective rating of 2.80 or above
 - (2) Years of teaching experience in the retained position in district I-29
 - (3) Academic degree status
 - (4) Years of teaching experience

- (5) Written evaluation
 - (6) Recommendation of principal and superintendent
 - f. If all of the above criteria are equal, selection will be by lot in presence of the affected teachers.
- 6. If a teacher is terminated because of necessity for reduction in force, that teacher will be re-hired if:
 - a. In the opinion of the Board, adequate funds are available within a one (1) year period with the continuing benefits including but not limited to tenure, sick leave not taken out of the fund increments.
 - b. Staff with at least an Effective rating on the TLE - shall be recalled in reverse order of layoff

Qualified teachers who were released will be notified of openings. In this case, the teacher will be contacted by certified mail and will have five (5) working days in which to respond.
- 7. If there is more than one probationary teacher in the position being reduced the criteria used for reduction will be upon the recommendation of the principal and Superintendent and the approval of the Board of Education. The administration will make its recommendation based on the needs of the district.
- 8. Notwithstanding anything stated here to the contrary, the Blanchard Board of Education reserves the right to select and employ all administrators.

SECTION II: ARTICLE VIII – TEACHING FACILITIES

The Board will make reasonable efforts to maintain healthy and safe conditions at each school site in compliance with applicable statutes and/or regulations. Teachers shall not be required to work under unsafe or hazardous conditions as determined by the proper regulatory authority. Teachers shall report concerns of inadequacies to the building principal. In an effort to maintain healthy and safe working conditions, the Board and/or its designated representative, shall conduct periodic walk-throughs of each building site. Any concerns that have been brought before the principal shall be addressed during and/or before the walk-through. Walk-throughs should occur no less than two times per year. Should a teacher bring a concern to the principal that involves his/her health or the health of his/her students – the Board and/or its designated representative will complete a walk-through of said building within one week of notification. Should the concern warrant immediate attention, the Board will comply with all Health and Safety regulations to remediate the problem.

The underground teaching facility (aka the Intermediate School) shall be used as a shelter by the City of Blanchard, when it deems necessary, for public safety. The underground teaching facility classrooms shall be locked at the end of each school day. Designated ‘safe zone’ areas for public use shall be deemed as: the hallways, bathrooms, and the teacher’s lounge. If the City has need of additional space for public safety, classrooms will be unlocked by the city fire chief and/or his designee; however, the room must have a city employee or school personnel present at all times in the room(s). The city employee and/or school personnel will assume responsibility for the integrity of the room. Rooms shall be unlocked according to the order provided to the city’s fire chief or the posting in the teacher’s lounge.

Residents may bring their pets for sheltering provided the animal is caged and remains so while in the building during the inclement weather. Owners must place their caged animals in the underground bathroom facilities at the end of the hallways. Owners may choose to stay with their caged animals in the bathroom(s). **Only service animals will be permitted into the main ‘safe zone’ areas of the building.**

B. Health and Safety of Teachers and Students

Pursuant to Blanchard Board of Education Policy, Section FO; and Student Handbook
Blanchard Public Schools, Authority of the School and Discipline:

Students are subject to the authority of the school and its officials. Teachers have the responsibility to insure a climate conducive to the safety and welfare of students and others in the school. They are further responsible for the learning and social development of students at school.

One of the most serious offenses students can commit is insubordination to a teacher, and any such behavior shall be dealt with most severely. Under no circumstances will disrespectful or threatening behaviors toward a teacher be tolerated.

Blanchard Public School teachers have a responsibility to the community as a whole to create an environment that is conducive to optimal learning in his/her classroom.

In accordance with the above outlined policy and in an effort to maintain the learning environment of all students, Blanchard Public Schools teachers shall have the support of its principals, superintendents, and School Board members to execute the discipline policy to its fullest extent.

Students whom: disobey school rules, show disrespect for any teacher or other school personnel, or who damage any school or teacher's personal property will be subject to disciplinary actions. Students who abuse a teacher (kick, hit, punch, head butt, bite, pinch, yell profanities, etc.) should be disciplined by the principal using the guidelines as outlined in the Student Handbook, and/or Board Policy to its fullest extent. Disciplinary methods may include but are not limited to the following methods:

1. Conducting a conference with student and/or the student's parents.
2. Assigning the student to an in-school alternative placement.
3. Detention.
4. Referral to a counselor, law enforcement official or state agency.
5. The formation of a behavior contract setting forth the requirements the student will need to comply with during a probationary period to avoid a current suspension out-of-school or other penalty.
6. Changing the student's assignments.
7. Requiring a student to make financial restitution for damaged property.
8. Requiring a student to clean or straighten items or facilities damaged by the student's behavior.

9. Removal or restrictions of privileges, such as recess, off-campus lunch, parking on District property, participation in or attendance at extracurricular activities, or off-campus school activities.
10. Suspension out-of-school.
11. Probation
12. Corporal Punishment
13. Other appropriate discipline action as deemed to be appropriate from the circumstances.

Students suspended for a violent offense directed toward a classroom teacher shall not be allowed to return to the teacher's classroom without the teacher's prior approval per occurrence.

SECTION II: ARTICLE IX – RIGHT TO REPRESENTATION

If, during a conference between an administrator and a teacher, either the administrator or the teacher feels that it would be to his/her advantage to have a witness present, he/she may adjourn the conference and it shall be rescheduled.

SECTION II: ARTICLE X – PRINTING OF THE CONTRACT

The Association will prepare the final copy of the Master Contract for printing. Equipment and facilities for preparation will be made available by the Administration.

The Board and the Association agree to share the cost of printing the Master Contract on a 50/50 basis. Copies will be distributed to all certified personnel within thirty (30) days after it has been printed. Additional copies will be prepared and kept in the Superintendent's office and with the president of the Association. The Superintendent shall place a copy of the master contract in each school site library.

SECTION II: ARTICLE XI – TEACHER DUTY DAY DEFINED

Teacher duty day will be defined as thirty (30) minutes beyond the class day at the discretion of site administrator. Teachers at each site must be notified in writing prior to the first day of each school year.

SECTION II: ARTICLE XII – LEAVING CAMPUS POLICY

All certified personnel should be at school during their designated working hours; however, individuals may leave the campus during the lunch period, providing they do not have a scheduled duty or assignment and they return prior to the time their duty or class resumes. Leaving campus at any other time of day should be for emergency reasons only and must be approved by the appropriate building principal.

SECTION II: ARTICLE XIII – INVOLUNTARY TRANSFERS

If it becomes necessary to fill a vacancy by an involuntary transfer or reassignment, a meeting will be held between the teacher involved and the Superintendent. At this time written reasons for making the transfer will be presented to the teacher. If the teacher objects to the transfer, reasons for the objections will be written to the Superintendent. All responses shall be placed in the teacher's personnel file.

SECTION II: ARTICLE XIII – TEACHER EVALUATION

1. The primary purpose of the personnel evaluation shall be for the improvement of instruction.
2. Effective with the 2012-13 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 career teachers will be formally evaluated at least once during each school year, by April 30. **Career teachers who receive "superior" and "highly effective" ratings may be evaluated once every three years** All probationary teachers will be formally evaluated at least twice during each school year, once by November 15 and once by February 10. All teachers will be formally evaluated in accordance with the Tulsa Model.
4. **Only certified administrators who have completed the evaluation certification training (the Tulsa Model and any required training by the State Department of Education) may conduct observations and evaluations. The building principal or the assistant principal(s) will have the sole responsibility for the evaluation.** Each teacher will be notified at the beginning of each school year which administrator(s) has/have been designated as his/her evaluator. The designated evaluator(s) will be listed in the building level handbook(s).
5. 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, library/media specialist). Each building level handbook will include information about the district's Tulsa Model evaluation program.
6. All evaluations shall be made in writing on the relevant Tulsa Model evaluation forms. The process of evaluation shall include observations of the work of the teacher by the evaluator. All observations will be a minimum of thirty (30) consecutive minutes. If a teacher is assigned to more than one (1) academic area, his/her evaluation shall include at least one (1) observation in his/her primary work assignment and/or major field of certification.
7. Formal classroom observations for the purpose of evaluation shall be conducted openly with the full knowledge of the teacher. A hard copy of each electronically generated observation, formal written evaluation, follow-up report, and/or personal development plan shall be given to the teacher at a conference held between the teacher and the evaluating administrator. The administrator must sign the

observation, evaluation, and any relevant personal development plan and follow-up report, at or before the conference. The teacher shall acknowledge receipt of the observation, formal evaluation, follow-up report, and/or personal development plan at the conference by placing his/her signature thereon. Confidential information regarding observations, formal teacher evaluations, and personal development plans and follow-up reports shall not be sent through email unless specifically requested, in writing, by the teacher. Each formal evaluation, follow-up report, and/or personal development plan shall be electronically deposited in the teacher's personnel file. Each teacher shall have the ability to print any evaluation, personal development plan and follow-up report if a hard copy is desired. Each fully signed observation form held by the administrator will remain the possession of the administrator unless they become the foundational base for subsequent employment action.

8. No teacher shall evaluate, or participate in any way, in the evaluation process of another teacher.
9. Any teacher assigned to more than one (1) school building shall be observed by an administrator in each of the assigned buildings.
10. 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.

SECTION III: ARTICLE I – JOB DISABILITY

The Board shall provide worker's compensation coverage for each teacher in Blanchard Public Schools.

SECTION III: ARTICLE II – PAYROLL

Teachers shall be paid on the first (1st) and the fifteenth (15th) of each month. The first few pay dates of each year may vary in accordance with the requirements of State Law. If a regular pay date occurs on a weekend or holiday, teachers shall be paid on the last workday prior to the weekend or holiday within which the pay date occurs.

The Board shall, upon authorization from the teacher, make arrangements for payroll deduction for United Teaching Profession Dues (including the dues for Blanchard Association of Classroom teachers), annuities, school approved health insurance, teachers' retirement, life insurance, and cancer insurance.

Teachers wishing to cancel any part of their payroll deduction options may do so by giving notice to the payroll clerk of the district at least two (2) weeks prior to the next payroll deadline date. Teachers may elect to participate in any Optional Fringe Benefit Program to be paid out of the teachers' contract salary.

The Board authorizes the Superintendent to pay the certified staff on a twelve-month pay schedule.

SECTION III: ARTICLE III – SUMMER WARRANTS

The June summer warrants will be issued at checkout time, and the July and August warrants will be issued by June 30th. If a teacher desires to have warrants mailed on a monthly basis during the summer he/she must furnish the office with a stamped, self-addressed envelope for each month.

SECTION III: ARTICLE IV – HEALTH INSURANCE

For the 2016-17 school year, each teacher who participates in the district's health insurance plan, shall receive up to the full cost of the HealthChoice Hi monthly premium, paid by the State. Each teacher who does not participate in the district's health insurance plan shall receive the monthly sum of sixty-nine dollars and seventy-one cents (\$69.71) in lieu of the monthly premium amounts.

For the 2016-2017 school year, the Board will continue to pay one-third (1/3) of the single premium for dental and vision insurance.

SECTION III: ARTICLE V – EXTRA DUTY

Extra duty is defined as any and all duties assigned outside the teaching day. Extra Duty compensation will be determined by the parameters set forth in Appendix B and will be paid by direct deposit.

Any merit pay awarded for extension of season shall fall within the Extra Duty Pay Scale set forth in the Master Contract. Any merit pay that exceeds the extra duty Pay Scale must be requested in writing to the negotiating team on or before April 30th.

Any head coach who also serves as Athletic Director may receive merit pay via the Athletic Director Extra Duty Pay Scale if said coaching position has reached maximum payout on the Extra Duty Pay Scale.

SECTION III: ARTICLE VI – COMPENSATION

1. All employees shall be paid according to the salary schedule attached in Appendix A. Employees shall be placed on the schedule in accordance with the following provisions.
2. The 2016-2017 State Minimum Teacher Salary Schedule shall be implemented. Additional salary columns (Bachelor + 10, Bachelor + 20, Masters + 10, Masters + 20, Masters + 30, Masters + 40) shall be retained at the same increments within the state schedule as in previous years.
3. All employees without previous teaching experience shall be placed on step 0.
4. All employees with teaching experience within the State of Oklahoma shall be given full credit for that experience, as verified by state records, and placed on the appropriate step.
5. All employees with teaching experience outside the State of Oklahoma shall be credited with that experience and shall be placed on the appropriate step.
6. To the extent approved by the Oklahoma State Board of Education, all employees shall receive credit for one year of teaching experience for the following: each year of active service in an armed force of the United States or alternate civilian service

required by the Selective Service System: each year in the Peace Corps, VISTA, or the National Teacher Corps, and for any type of service recognized by the Oklahoma State Board of Education for certification and salary increments.

7. All employees shall be placed on the appropriate degree, classification, as verified by official records, such as a college transcript. Hours added to bachelors and masters need to be completed chronologically after the bachelors or masters are completed.
8. A teacher who has earned an advanced degree (or additional credit hours) must present appropriate documentation (i.e. transcript, letter from the university official, etc.) by September fifteenth (15th) in order to qualify for movement on the salary schedule for the beginning of the current year. Documentation provided after September fifteenth (15th) will qualify the teacher for movement for the ensuing semester. A teacher must present appropriate documentation of advanced degree (or additional credit hours) by January fifteenth (15th) in order to qualify for movement on the salary schedule for the beginning of the second semester. Documentation provided after January fifteenth (15th) will qualify the teacher for movement for the ensuing year.
9. All employees shall be placed at the appropriate step in accordance with these provisions at the beginning of the contract year.
10. Employees on extended contracts shall receive their normal per diem rate (annual salary schedule rate divided by 175) for each day employed. Employees working in state or federally mandated programs shall receive additional compensation as stipulated by the governing agency.

SECTION IV: ARTICLE I – SICK LEAVE

Each teacher shall be granted ten (10) days of sick leave at the beginning of each school year without the cost of the substitute or salary deduction. Unused sick leave shall accumulate up to ninety (90) days. Sick leave may be used for personal accidental injury, illness, pregnancy, or accidental injury or illness of the teacher's immediate family.

When a teacher is absent from his/her duties after sick leave is exhausted due to personal accidental injury, illness or pregnancy, the teacher shall receive full contractual pay less the amount paid to a certified substitute for an additional twenty (20) days. If all available sick leave days have been exhausted, a teacher may apply to the Board of Education for a leave of absence for the remainder of the school year.

At the end of each school year, each teacher will receive twenty (20) dollars for each day of the current year's unused sick leave that is in excess of ninety (90) days of accumulated leave, to be paid with the summer warrants.

Upon retirement, as per state retirement plan, each teacher shall be paid at the rate of twenty-five (25) dollars per day for all sick leave accumulated up to a maximum of seventy-five (75) days.

Teachers leaving the District may be paid for accumulated sick leave up to a maximum of seventy-five (75) days. Teachers must have consecutive years' experience in the District of at least four (4) years before becoming eligible to receive pay for accumulated sick leave. This policy will not apply to teachers who have less than four (4) consecutive years of teaching

experience within the District or teachers who elect to have their accumulated sick leave transferred to another school district.

Teachers will be paid for accumulated sick leave as follows:

1. With 4 years, but less than 10 years, \$15 per day.
2. With 10 years, but less than 20 years, \$20 per day.
3. With 20 years or more, \$25 per day.

Accumulated sick leave up to sixty (60) days, will be transferred when a teacher leaves employment within the District and secures employment in another school district in Oklahoma.

A teacher may elect to be compensated for accumulated sick leave as described above or may elect to transfer unused sick leave days but may not do both. This policy will not apply to teachers leaving the system who have been terminated or whose contracts have not been renewed because of not being rehired or dismissed. However, this will apply to teachers who are leaving because of reduction in force.

SECTION IV: ARTICLE II – SICK LEAVE SHARING PROGRAMS

The sick leave sharing program for Blanchard Public School Employees will become operational beginning in September 1, 2002.

- I. Sick Leave Sharing – This program shall permit district employees to donate sick leave to a fellow district employee who is pregnant or recovering from childbirth, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment. An employee shall receive the donated days before being docked the cost of a certified substitute for 20 days. The sick leave sharing guidelines are as follows:
 - A. The board of education of each school district may establish a leave sharing program for all certified employees. The program shall permit certified employees to donate sick leave to a fellow certified employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.
 - B. As used in this section:
 1. “Relative of the employee” means a spouse, child, stepchild, grandchild, grandparent, stepparent or parent of the employee;
 2. “Household members” means a person whom resides in the same home, who has reciprocal duties to 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 that of a dormitory or commune;
 3. “Severe” or “extraordinary” means serious, extreme or life-threatening including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom; and
 4. “Certified employee” means a teacher or any full-time employee of the school district.

- C. A certified employee may be eligible to receive shared leave pursuant to the following conditions:
 - 1. The Board of Education determines that the employee meets the criteria described in this section; and
 - 2. The employee has abided by District policies regarding the use of sick leave.
- D. A District employee may donate annual leave to another District employee only pursuant to the following conditions:
 - 1. The receiving employee has exhausted, or will exhaust, only sick leave earned pursuant to Section 4 of this title due to pregnancy, miscarriage, childbirth and recovery therefrom, an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature, and involves the employee, a relative of the employee or household member;
 - 2. The condition has caused, or is likely to cause, the employee to go on leave without pay or to terminate employment;
 - 3. The Board of Education of the District permits the leave to be shared with an eligible employee;
 - 4. The amount of leave to be donated is within the limits set by the Board of Education of the District; and
 - 5. District employees may not donate excess sick leave that the donor would not be able to otherwise take.
- E. The Board of Education of each school district shall determine the amount of donated leave an employee may receive.
- F. The Board of Education may require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or healthcare practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- G. Donated sick leave is transferable between employees of different school districts in the state with the agreement of both boards of education of each school district.
- H. The receiving employee shall be paid the regular rate of pay of the employee. The sick leave received will be designated as shared sick leave and be maintained separately from all other sick leave balances.
- I. Any donated sick leave may only be used by the recipient for the purposes specified in this section.
- J. Only sick leave earned pursuant to Section 4 of this title is available for use by the recipient and must be used prior to using shared sick leave.
- K. Any shared sick leave not used by the recipient during each occurrence as determined by the board of education shall be returned to the donor. The shared sick leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to the annual leave balance of each donor.
- L. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purpose of the leave-sharing program.
- II. Sick Leave Bank – The following procedures will be in effect:
 - A. All employees will be eligible to participate, including administrators and teachers

- B. The bank will be “funded” through voluntary donations which will be accepted during the 2016-2017 school year.
- C. Employees will be allowed to donate up to 10% of their accumulated days (one (1) to six (6) whole days annually.)
- D. An individual may receive days from the Sick Leave Bank only after their sick days have been depleted completely. An employee can receive the donated days before being docked the cost of a certified substitute for 20 days.
- E. Sick leave from the bank will be granted by a committee including one administrator and one certified employee from each school site. These members shall remain anonymous. Members on the committee will be asked to serve for a three-year term.
- F. Vacancies will be filled by a nominee from the Negotiation team.
- G. All correspondence for sick leave shall be directed to the current president of BACT.

SECTION IV: ARTICLE III – PERSONAL BUSINESS LEAVE

The Blanchard School District shall provide for all teachers a minimum of three (3) days for personal business leave, upon the written request of the teacher. Such leave shall be limited to personal business matters that cannot be conducted after school hours or on the weekend. If a certified staff member has an unforeseen or inconvenient scheduling of an appointment requiring an absence of less than one hour and the class time is covered by helping hands or community member not employed by the District, that person will not be docked leave. The district will assume the cost of hiring a substitute for the teacher taking leave. These days are non-cumulative. Unused days will be added to the teacher’s sick leave at the end of the current year.

Requests for personal business leave shall be made in writing and in advance when possible; if not possible, then the written request should be filed within one day after the teacher returns to work. All written requests for personal business leave must be submitted to the appropriate building principle for approval. This notice shall include a signed statement that the day(s) was not used for personal entertainment, recreation, gainful employment, or to seek another position.

The types of situations that may qualify for personal business leave are varied and numerous. The following examples serve as guidelines:

- a. Family illness other than immediate family
- b. Emergency business transactions.
 - 1. Loan closings.
 - 2. Other banking matters.
 - 3. IRS reviews.
 - 4. Etc.
- c. Legal Matters
 - 1. Meetings with attorney for personal, spouse or children’s business.
 - 2. Court appearances
 - 3. Settling of estates.
 - 4. Etc.
- d. Miscellaneous
 - 1. Attend business convention with spouse

2. Military obligations
3. Attendance at a school activity if son or daughter is participating.
4. Etc.

SECTION IV: ARTICLE IV – EMERGENCY LEAVE

Emergency shall be defined as any immediate and/or unanticipated event of a personal or daily nature, which will necessitate the absence of a teacher. Emergency leave shall not exceed three (3) days per year. These days shall not be chargeable to sick leave and are non-cumulative. All requests for Emergency Leave must be in writing and submitted to the Superintendent for approval. The cost for substitutes for teachers on emergency leave will be assumed by the District.

SECTION IV: ARTICLE V – LEAVES OF ABSENCE

A teacher may upon application and approval of the Board of Education thereof be granted a leave of absence without pay. All leaves of absence, but those excepted by law, shall be for one (1) semester or one (1) contractual year or for the remainder of the semester or contractual year if the semester or year has begun. If the leave of absence requested is for the first semester, a position will not be guaranteed or created for the second semester of the same school year. Reinstatement may be approved during that time period if the services of the teacher are needed.

A teacher who has been employed by the Blanchard Public Schools at least four (4) consecutive years as a full-time contracted employee may be granted a leave of absence without pay. Leave of absence will not be granted unless the Board can find a suitable replacement.

Leaves of absence shall be requested in writing at least thirty (30) days prior to the beginning date of the leave. All leaves will be effective on the morning of the date requested for such leave to begin. It shall be the obligation of the teacher to notify the Superintendent confirming the intent to accept a teaching assignment by March 15. In the case of a leave of absence for the first semester only, this notification must be made by November 15. Teachers returning from a leave of absence shall be assigned to the school and/or department from which his/her leave of absence was granted if the appropriate vacancy exists.

While a teacher is on leave of absence without pay, sick leave allowances shall not accrue, accumulated sick leave shall not diminish, and salary increments of years of teaching experience will not increase except in those cases involving military leave and/or teaching assignments that qualify as teaching experience according to the regulations of the Oklahoma State Department of Education. Provisions will be made whereby the teacher on leave of absence can arrange payment for professional organization dues and insurance programs as long as there is not a conflict with the provisions of the insurance policy.

SECTION IV: ARTICLE VI – CANCELLATION OF LEAVE DUE TO EMERGENCY SCHOOL CLOSING

When, in the opinion of the Superintendent, it is advisable to close the Blanchard Schools due to bad weather or other lawful emergencies, no leave days previously arranged for that day by a teacher shall be deducted.

SECTION IV: ARTICLE VII – MILITARY LEAVE

Teachers who are either officers or enlisted members of the Reserve Corps of the Army, the Navy, the Marine Corps, the Coast Guard, or another component of the National Guard shall, when ordered by the proper authority to active duty or service be entitled to a leave of absence from their employment for the period of such active service without loss of pay during the first thirty (30) days of such leave of absence.

SECTION IV: ARTICLE VIII – BEREAVEMENT LEAVE

Bereavement leave shall not exceed five (5) days in case of the death of a sister, brother, grandparent or corresponding in-laws. A maximum of ten (10) days, which may or may not be consecutive, shall be allowed in case of the death of a child, husband, wife, mother, or father. Bereavement leave may be requested for friends and shall be charged to sick leave.

SECTION IV: ARTICLE IX – SURVIVORS BENEFIT

The designated survivor of a professional educator who dies while under contract with Blanchard Public Schools will receive the benefits of sick leave. The professional educator must provide the school with a certified statement of beneficiary.

SECTION IV: ARTICLE X – BENEFIT REQUEST

The benefits of sick leave pay must be applied for on or before the Wednesday before the last board meeting in June. Persons resigning or retiring after this date forfeit claims to benefit pay.

SECTION IV: ARTICLE XI – FRIENDLY-DOCK LEAVE

In the event that a teacher has exhausted personal business leave days, the Blanchard School District shall provide for all teachers a minimum of three (3) days for friendly-dock leave, at the actual cost to the District which will be assumed by the teacher. These days are non-cumulative. Such leave shall be limited to unanticipated events and spouse business events on which dates cannot be rescheduled.

Requests for friendly-dock leave shall be made in writing and in advance to the appropriate building principal for approval. The types of situations that may qualify for friendly-dock leave are varied and numerous; however, the appropriate principal will judge each situation on its own merit.

SECTION V: ARTICLE I – ASSOCIATION LEAVE

The Board shall grant four (4) days total leave to the Association to send a representative to local, state, or national conferences, meetings, or workshops, or to conduct other business pertinent to Association affairs. This leave applies to full or half/days and may be in any combination. Representatives of the Association shall be excused from their normal duties without loss of pay.

A written request for such leave shall be submitted to the Superintendent. The Association will be responsible for reimbursement for the substitute's salary.

SECTION V: ARTICLE II – USE OF FACILITIES FOR MEETINGS

Upon approval of a written request to the Superintendent and/or designee, the Association may be allowed to use the school buildings for meetings. Such request will include date, time, place, and a brief description of the activity to be conducted. Association meetings may be called during the time immediately preceding or following the teachers' workday.

SECTION V: ARTICLE III – AVAILABILITY OF INFORMATION

The Superintendent or his/her designee shall provide upon request to the Association a copy of the official agenda and/or agenda for each meeting of the Blanchard Board of Education on the same day such copies are posted.

The Superintendent or his/her designee shall provide, upon request, to the Association's President a copy of the minutes of each Board meeting.

The Board shall provide, upon request, by the Association all compiled public information deemed necessary by the Association for the effective enforcement of this contract

SECTION V: ARTICLE IV – BULLETIN BOARDS

The Association shall be permitted to use bulletin board space in each teacher workroom/lounge for posting of materials, provided such materials have been approved by the Superintendent or his designee prior to the posting.

SECTION VI: ARTICLE I – GRIEVANCE PROCEDURE

The Board and the Association agree that there should be a free and open exchange of ideas leading to amicable settlement of differences.

1. Definitions

- A. A "grievant" shall mean a teacher, a group of teachers, or the Association representative filing a grievance.
- B. A "grievance" shall mean a claim that a dispute or disagreement of any kind has arisen of a negotiated item.
- C. A "party in interest" is anyone making a claim, participating in actions, or having actions taken against them.
- D. "Days" shall mean teacher employment days unless otherwise indicated. When school is not in session, "days" shall mean days when offices are open for business. If time limits are not met, the grievant may take his grievance to the next stage. If the grievant does not meet the time limits, the grievance is dropped.
- E. Time limits may be waived by mutual consent of both parties under extreme circumstances

2. Rights to Representation

The grievant may be represented at all stages of this procedure by an Association representative of his/her own choosing.

3. Individual Rights

A. This agreement does not limit the rights of an individual teacher to discuss a grievance with the proper administrators and have the problem solved without the intervention of the Association.

4. Procedure

An Association representative may join in discussions to help solve the problem if desired on the part of the grievant. If this process does not satisfy the grievant, then the grievance shall proceed as follows:

Stage 1. A grievance is submitted in writing to the principal who arranges for a meeting to take place in five (5) days after receiving the grievance. Within five (5) days after this meeting, the principal must provide the grievant with a written decision on the grievance. The answer shall include the reasons upon which the decision was based.

Stage 2. If the grievant is not satisfied with the decision, or if no decision is given within five (5) school days after presentation, the grievant submits the grievance in writing to the Superintendent. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days after the appeal is received. Witnesses and counselors may be present by mutual consent of both parties at the hearing if they have information concerning the grievance. The Superintendent will have five (5) days to give a written decision, together with the reasons for the decision, to the grievant.

Stage 3. If the grievant is not satisfied with Stage 2, or no decision is given within five (5) days after presentation to the Superintendent, the grievance may be referred by the grievant to the Board of Education. The Board will hold a hearing with the grievant at the next regularly scheduled Board meeting or at a special Board meeting called for that purpose within thirty (30) days. In this stage, neither party shall be permitted to insert any evidence that was not submitted to the other party before completion of the Stage 2 meeting. Within five (5) days after the hearing, the Board shall give a written decision on the grievance to the grievant.

5. Exceptions to Time Limits

When a grievance is submitted at any stage on or after May 1, time limits shall consist of all weekdays, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

6. No Reprisals

No reprisals will be taken against any teacher, board member or administrator because of participation in this grievance procedure.

7. The Board, the administration, and the Association will cooperate in any investigation of any grievance, and further will furnish such public information as is requested for the processing of any grievance.

8. If the processing of any grievance requires a teacher or an Association representative to be released without loss of pay or benefits, payment of a substitute shall be paid by the Board or Association, determined by which party asks for release time.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and cannot be used in consideration to non-renew or terminate and will be kept in a grievance file.
10. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association to speed up the operation of the grievance procedure. Costs of preparing such forms shall be borne by the Board.
11. All articles inclusive in this document will become the master contract for all certified personnel of the District. Any change in the policies which effect wages, hours, fringe benefits, and other terms and conditions of employment of certified personnel may become items of negotiation.
12. The Association may file a grievance as the grievant for alleged violations of Section V of this Agreement.
13. For appeals at levels two (2) or three (3) of this procedure documentation to be considered from the previous step must be attached to the appeal. Additional evidence to be considered must also be attached.

PROCEDURAL AGREEMENT in and between BLANCHARD ASSOCIATION OF CLASSROOM TEACHERS and the BLANCHARD BOARD OF EDUCATION

SECTION I – AGREEMENT CLAUSE

This agreement is made and entered into this 20th day of August, 1991 by and between the Blanchard Association of Classroom Teachers, hereinafter termed the “Association” and the Board of Education of Independent School District No. 20 of McClain County, Oklahoma, hereinafter termed the “Board”; and pursuant to Title 70 Oklahoma Statutes, Sections 509.1 – 509.10, the following items (articles, procedures, etc.) are hereby agreed upon by both parties.

SECTION II – PURPOSE

It is the purpose of this procedural agreement to establish policies to ensure a professional working relationship between the Board and the Association.

It is the intent of this agreement to promote maximum utilization of the experience and abilities of all parties concerned and to bind all parties concerned to agreements made in accordance with Section VII of this procedural agreement.

SECTION III – RECOGNITION

The Board recognizes the Association as the exclusive representative for negotiations on behalf of the professional educators of this District. The Association must have been designated as the sole bargaining representative by a majority of the professional educators of this District. Any person so employed as a professional educator, who desires not to be represented by the Association, may so state in writing to the Board. It is the responsibility of the Board to assure that all professional educators have notice of this stipulation.

The Board agrees that the Association shall continue as the exclusive representative until such time as fifty (50) percent of the Association members petition the Board requesting new authorization cards, or the Board may request an annual recounting of cards during the in-service week.

In accordance with Oklahoma’s Professional Negotiations Act (70 O.S. Sections 509.1 – 509.10), no employee shall be discriminated against by the Board and/or its representatives, and/or by the Association and/or its representatives for exercise or non-exercise of rights; nor shall either party discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or membership or non-membership in any other organization; nor shall membership in any organization be required as a condition of employment.

SECTION IV – GOOD FAITH CLAUSE

Each party herein shall negotiate in good faith and further assure that a free and open exchange of views based upon mutual understanding, concern, and cooperation occurs. (See 509.6)

SECTION V – PROCEDURE

A. Meetings

1. Requests for Meetings

- a. Written request for negotiations between the Board and the Association may be submitted by either party. A written request will be made within ten days of the receipt of any such written request, provided that the first meeting shall be held within fifteen days after receipt of the request. The respective chief negotiators will establish a mutually acceptable time and place for the meeting.
- b. Once negotiations have begun, the time and place of the next session will be agreed upon by the chief negotiators prior to the adjournment of each session.
- c. If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties without loss of pay.

2. Attendance at Meetings

- a. A majority of both the Board representatives and the Association representatives must be present prior to calling a meeting to order.
- b. In such cases where either committee does not have a majority of its members present, the chief negotiators will reschedule the meeting to be held within five days.
- c. Each committee member shall be notified by his respective chief negotiator as to the time and place of the meeting.
- d. Negotiations shall be conducted in sessions that are closed to the general public. However, each party may be allowed alternate members and visitors upon mutual consent of both chief negotiators. In the event a caucus is called by either team a consultant may be called in.

B. Press Releases and Monitoring Devices

During negotiations as described, releases to news media concerning negotiation sessions shall be made only with signed approval of both negotiators. Such releases will be composed and approved by the chief negotiators during the negotiations meeting. No monitoring or recording devices will be present while negotiating sessions are being conducted without mutual consent of the chief negotiators.

C. Exchange of Information

The Board agrees to provide the Association with data as to anticipated income and expenditures as soon as such data is available. Additionally, the Board will provide the Association with updated fiscal information and will provide access to any fiscal data needed by the Association for developing intelligent, feasible, and constructive proposals on behalf of Association members.

The Board shall also provide the Association with such information as is necessary to be used in formulating proposals on behalf of member teachers or with such information as is pertinent to the matter to be considered.

D. Agenda

Formal agenda items will be exchanged between the two chief negotiators at least five days prior to a scheduled meeting. The chief negotiator who requests the meeting will begin by

presenting his agenda items. By mutual consent of the chief negotiators, non-agenda items may be introduced.

E. Impasse

1. Mediation:

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

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

2. Fact Finding:

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

A fact-finding committee consisting of three members shall be formed. One member shall be selected by the Association and one member shall be selected by the Board within five (5) days. These two members will notify the State Superintendent of Public Instruction (or designee) that a fact-finder is needed. The State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact-finders to the parties. If the representative of the Board and the representative of the Association cannot agree upon a name, then there shall be a coin toss. The winner of the toss shall decide whether to strike a name first or to have the loser of the toss strike a name first from the list. The two representatives shall then continue alternately striking a name from the list until only one name remains. That person shall then be named to serve as chairperson of the fact-finding committee.

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

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

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

The chairperson shall convene the committee for fact-finding. The committee shall meet with representatives of both parties, and within twenty (20) days after the fact-finding hearing, shall present its written recommendations to the Board and the Association.

The report shall set forth findings of fact and recommendations on the issues submitted. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties shall meet seven (7) days of the request, unless both parties deem it unnecessary.

At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements as provided for by this action, either party may discontinue such effort.

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

1. Three-Member Committee

After composition, said committee shall conduct a fact-finding hearing and shall adopt and issue procedural rules to all parties as to the conduction of said hearings. Within ten days after said hearing, the committee shall issue its findings and recommendations to both parties; however, the committee's report shall be advisory only and shall not be binding on either party.

2. Costs and Expenses

All costs and expenses incurred by either party to this agreement shall be borne by that party and in the case of joint proceedings; each party shall equally share the costs and/or expense.

SECTION VI – TERM AND/OR AMENDMENT CLAUSE

This agreement shall be effective upon the signing by the President of the Association and the President of the Board. The agreement shall be renewed automatically without modification unless either party shall request amendment.

If either party desires to change any provision of this agreement, such party shall notify the other not less than fifteen (15) days nor more than thirty (30) days prior to November 1st of each

year. The parties agree to enter into negotiations for modification. Negotiated modifications are final when ratified by the Association and the Board.

SECTION VII – FINAL AGREEMENT

Agreements shall be effective upon the signing by the President of the Association by the President of the Board.

Approval by the Association is required before the package is presented to the Board. Approval by the Association will be defined as that point when the Association provides the Board with written notice that the agreement has been agreed to by a majority of the Association members.

Approval by the Board is defined as that Board action which by official vote approves the agreement by entering such approval into the official Board minutes.

(For Informational Purposes Only)

APPENDIX 2

FAMILY MEDICAL LEAVE ACT

The Blanchard Board of Education recognizes its responsibility to extend all its full-time employees the Family Medical Leave Act of 2009. This information can be found in the administration office.

(For Informational Purposes Only)

APPENDIX 3

OKLAHOMA STATE DEPARTMENT OF EDUCATION

Standards of Performance and Conduct for Teachers

The following standards of conduct for teachers are adopted pursuant to HB 1017, 70 O.S. Supp. 1990 6 – 101.21 and 6 – 101.22.

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 to truth, devotion to excellence, and the nurture 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, parents, 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 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 worth goals.

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

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning,
2. Shall not unreasonably deny the student access to varying points of view,
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, marital status, political or religious belief, family, social or cultural background, or sexual orientation, unfairly:
 - a. Exclude any student from 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 law or is required by law.

PRINCIPLE II

COMMITMENT TO THE PROFESSION

The teaching profession is vested by the public with a trust and responsibility requiring the highest ideals 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 judgment, 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 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 unauthorized 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.

PRINCIPE III

- A. Subject to the provisions of the Teacher Due Process Act of 1990, a career teacher may be dismissed or not re-employed for:
 1. Willful neglect of duty,
 2. Repeated negligence in performance of duty,
 3. Mental or physical abuse to a child,
 4. Incompetency,
 5. Instructional ineffectiveness,
 6. Unsatisfactory teaching performance, or
 7. Any reason involving moral turpitude.
- B. Subject to the provisions of the Teacher Due Process Act, a probationary teacher may be dismissed or not re-employed for cause.
- C. A teacher convicted of a felony shall be dismissed or not re-employed unless a presidential or gubernatorial pardon has been issued.
- D. A teacher may be dismissed, refused employment or not re-employed after a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties. As used in this subsection:
 1. "Criminal sexual activity" means the commission of an act as defined in Section 885 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
 2. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity

APPENDIX B

Blanchard Public Schools 1-29 Extra-Duty Pay Scale (Plus Fringe Benefits) 2016-2017

All certified employees will be notified in writing prior to performance of any duties relating to the extra duty pay scale.

<u>Position</u>	<u>Person(s) allowed</u>	<u>Extra-Duty Pay</u>
BASEBALL		
HS Boys Head Coach	each	4000-10000
HS Assistant(s)	each	1000-6000
MS/JH Head Coach	each	1200-4000
MS/JH Assistant(s)	each	1000-2000
BASKETBALL		
HS Head Coach	each	4000-10000
HS Assistant	each	1000-6000
MS/JH Head Coach	each	1200-4000
MS/JH Assistant	each	1000-2000
CHEERLEADING		
HS Head Coach	each	4000-10000
HS Assistant	2	1000-2000
MS/JH Head Coach	each	2000-4000
CROSS COUNTRY		
Head Coach	1	500-1000
FOOTBALL		
Head Coach	1	4000-10000
Assistants	each	1000-6000
MS/JH Head Coach	each	2000-4000
MS/JH Assistants	each	1000-2000
GOLF		
Head Coach	each	1000-2000

SOFTBALL

FPSB Head Coach	each	4000-10000
FPSB HS Assistant(s)	each	1000-6000
FPSB MS/JH Head Coach	each	1200-4000
FPSB MS/JH Assistant(s)	each	1000-2000
SPSB Head Coach	each	4000-10000
SPSB Assistant(s)	each	1000-6000

TRACK

HS Head Coach	each	800-3200
HS Assistant(s)	each	600-2000
MS/JH Head Coach	each	600-2000
MS/JH Assistant(s)	each	500-1500

WEIGHTLIFTING

Head Coach	each	1000-4000
Assistant(s)	each	600-2000

WRESTLING

HS Head Coach	each	4000-10000
HS Assistant(s)	each	1000-6000
MS/JH Head Coach	each	1200-4000
MS/JH Assistant(s)	each	800-2000

GENERAL:

ACADEMICS

HS Academic	1	500-1500
MS Academic	2	500-1500

Athletic Trainer	1	2000-3000
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BAND

Band Director	1	4000-10000
Band Assistant	1	2000-6000

CLASS SPONSORS

Senior Class Sponsor	1	300
Junior Class Sponsor	1	300
Senior Activity Coordinator	1	500-1500
Prom Coordinator	1	500-1500
Junior Class Assistant Sponsor	each	300
Sophomore Class Sponsor	1	300
Freshman Class Sponsor	1	300
8 th Grade Class Sponsor	1	200
7 th Grade Class Sponsor	1	200
6 th Grade Class Sponsor	1	200

5 th Grade Class Sponsor	1	200
4 th Grade Class Sponsor	1	200
3 rd Grade Class Sponsor	1	200
2 nd Grade Class Sponsor	1	200
1 st Grade Class Sponsor	1	200
Kindergarten Class Sponsor	1	200
Pre-K Class Sponsor	1	200
ASSISTANT PRINCIPAL		5000-10000
ATHLETIC DIRECTOR		5000-10000
COUNSELORS		
High School Counselor	each	3%-7% Yearly Salary plus 15 days
Middle School Counselor	each	3% - 7% Yearly Salary plus 10 days
Intermediate School Counselor	each	3%-7% Yearly Salary plus 10 days
Elementary School Counselor	each	3% - 7% Yearly Salary plus 10 days
Site Test Coordinator	each	500-1500
FFA Director	1	500-1500
FCCLA Sponsor	each	500-1500
Gifted/Talented Coordinator	each	500-1500
HONOR SOCIETY		
HS Honor Society	1	500-1000
MS Honor Society	1	300-500
Newspaper	1	1000-1200
Professional Development Chairperson	1	0-500
SPIRIT CLUB		
HS Spirit Club	1	750-1500
7 th /8 th /9 th Spirit Club	1	750-1500
STUDENT COUNCIL		
HS Student Council	1	500-1000
MS Student Council	1	500-1000
Spanish III (Elem. Spanish Cor.)	1	300-1500
Special Olympic Sponsor	1	500-1500
Speech/Drama Sponsor	1	600-2000

Mentor Teacher	1	0-500
Vocal Music	1	2000-5000
YEARBOOK		
Yearbook Sponsor	1	2000-4000
Yearbook Assistant	1	1500-3000