MASTER CONTRACT

BIXBY EDUCATION ASSOCIATION

AND

BIXBY BOARD OF EDUCATION

DISTRICT NO. I-4

2019-20

The Bixby Public School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

Inquiries concerning the application of this policy may be referred to Bixby Public Schools, Compliance Coordinator, 109 North Armstrong, Bixby, OK 74008, or 918-366-2200.

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AGREEMENT BETWEEN BIXBY BOARD OF EDUCATION AND THE BIXBY EDUCATION ASSOCIATION

PREAMBLE

This agreement entered into this 6th day of February 1978, by the Board of Education for Independent School District #4, City of Bixby, Oklahoma, hereinafter called the "Board", and the Bixby Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and Association recognize and declare that providing a quality education for the students of Independent School District #4 is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching service and,

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

WHEREAS, the Association is the professional organization organized to represent a majority of the professional educators employed by and serving in the district within the meaning of the law of the State of Oklahoma and, particularly, Title 70, Okla. Stat., Sec. 509.1 et seq, and,

WHEREAS, it is the duty and obligation of the Board and the Association, pursuant to the law of the State of Oklahoma hereinabove referred to, to negotiate in good faith on items affecting the performance of professional services and,

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

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

PROVISIONS

This agreement shall become part of the contract entered into between the Board and the individual members of the Association. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect. All matters not agreed upon in this document remain the responsibility of the Board subject to negotiation between the Board of Education and the Bixby Education Association. Copies of the Agreement shall be shared on the school website within 30 days of ratification. (2019-20)

NEGOTIATION PROCEDURE

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

SECTION I

NEGOTIATIONS PROCEDURAL AGREEMENT

A. STATEMENT OF PRINCIPLE

The Board of Education of Bixby Public School District I-4 hereinafter called the Board, and the Bixby Education Association, hereinafter called the Association, appreciates the separate and distinct responsibilities allocated to them by Oklahoma state laws and by moral and ethical obligations to each other, to the youth, and to the community. They are also aware that these same responsibilities require communication channels through which these separate responsibilities merge into a united professional relationship. Both parties recognize the desirability of establishing procedures for resolution of differences and that there should be a free and open exchange of ideas and views between all parties in deliberations leading to amicable settlement of differences. However, the Bixby Board of Education is legally responsible under Oklahoma state laws to provide educational opportunity for every child, and this agreement shall in no way infringe upon the duties and responsibilities, both legal and implied, of the Board of Education and Superintendent of Bixby School. The Board and the Association recognize their responsibilities toward each other in seeking agreement upon matters of mutual concern and pledge to conduct professional negotiations in good faith. Be it therefore resolved that the Board and the Association agree on the following procedure.

B. RECOGNITION

1. The Board recognizes the Association, a professional organization affiliated with the Oklahoma Education Association and with the National Education Association, as the agency through which the teachers of the Bixby School District develop and represent their considered opinion on matters of educational concern to them.

2. The Board recognizes the Association as the exclusive bargaining representative for the bargaining unit consisting of all employees who are required by the position for which they are employed to be licensed or certified teachers, and who do not hold supervisory authority with respect to other teachers of Bixby Public Schools. *(2002-03)*

3. The Board agrees to give due consideration to proposals and representations made on behalf of the Association through the Association's negotiations team.

C. PURPOSE

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

D. PROCEDURE

1. The Association shall designate a five (5) member negotiation team, hereinafter called the Association Team, from the membership of the Association.

2. The Board and Superintendent of Schools shall be represented by a committee, appointed by the Superintendent and hereinafter called the Administration Team, consisting of not less than three (3) and not more than five (5) members.

3. Neither the Association nor the Board and administration shall endeavor to establish any control over the other's selection of a team to represent them.

4. Meetings shall be conducted between the Administration Team and the Association Team with each team designating its own spokesperson and/or chairperson. Neither team shall endeavor to establish any control over the other team's selection of a spokesperson, its organization, or its use of consultants.

5. The negotiations process for the following school year will begin no later than June 15th. The specific dates, times, places, and agenda of meetings will be established by mutual agreement of the spokespersons/chairpersons of the parties. *(1988-89)(2011-12)*

6. Emergency meetings of the teams may be requested by either team. The submission of a written request along with a proposed agenda of items to be negotiated will be sent to the chairperson or the other team. The time and place of such meetings will be worked out by the two chairpersons. The meeting shall take place within two (2) days of the request unless otherwise agreed upon.

7. As a tentative agreement is reached, the teams shall prepare a statement of the tentative agreement in duplicate and both chairpersons shall sign and date it. When tentative agreements are reached on all items, the Association Team shall then take the tentative agreements back to the Association for ratification and the Administration Team shall present the tentative agreements to the Board of Education at the next meeting if Board action is required.

E. IMPASSE

Between Board and Association

If the parties reach an impasse or if they reach an agreement but such agreement is not ratified by both parties within thirty (30) days, a special committee will be formed to recommend a resolution of differences to the Board and the Association. The special committee shall be made up of three (3) individuals. The Board shall name one person and the Association shall name one person. The first named people shall select the third member, who will serve as chairperson, from a list provided by the State Superintendent of Public Instruction. This committee shall meet with the Administration Team and the Association Team for the purpose of fact finding. Subsequently, the committee shall make recommendations to the Board and the Association within twenty (20) days of the conclusion of the meeting (hearing) with the parties. If either party or both parties object to any of the recommendations of the committee, the objecting party (ies) shall so state its (their) objection(s) in writing within seven (7) days of receipt of the committee's written recommendations. Unless mutually agreed otherwise, the parties shall resume negotiations on the unresolved issue(s). Fourteen (14) days after resuming negotiations, either party may discontinue negotiations on the unresolved items. If the effort to resolve differences is unsuccessful, the local board of education shall forward to the State Department of Public Instruction, in writing, its final disposition of the negotiations impasse within thirty (30) days of the effective date of the implementation. Each party will pay the expenses of its own representative on the committee. However, the expense of the chairperson will be borne equally by the parties.

F. REVISION IN PROCEDURE OR IN PREVIOUS AGREEMENTS

Except for annual compensation agreements, and other agreements when adopted and signed by both parties, shall remain in effect for successive fiscal year periods and either party desiring changes in an agreement shall notify the

other party in writing as specified in section D-5 of this document. Such changes as are desired will then be negotiated with changes agreed upon by the Teams to be approved by both the Board and the Association.

SECTION II

RIGHTS

ARTICLE I: BOARD RIGHTS

Both parties recognize that the Board has the responsibility and the authority to manage and direct all of the operations of the school district to the full extent vested in it by the laws of the state of Oklahoma.

The Board and the Association shall abide by all applicable state and federal statutes, rules, and regulations. This agreement shall not abrogate the legal rights, obligations, and powers of the Board including its power to make policy. The exercise of these legal rights, obligations, and powers by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited by the specific and expressed terms of the Board's and Association's ratified agreement.

ARTICLE II: ASSOCIATION RIGHTS

A. In accordance with the School Laws of Oklahoma, the Board shall deduct from the salary of each teacher, an amount of money equal to the total dollars in their professional membership dues in ten (10) equal payments, said deductions shall begin with the October paycheck. The deductions shall be remitted not less frequently than monthly to the Association. Any teacher not desiring the use of payroll deduction shall so state in writing to the Board by October 1.

B. In accordance with the School Laws of Oklahoma, the Board shall deduct from the salary of each teacher, who so requests in writing, political contributions in ten (10) equal payments. Said deductions shall begin with the October paycheck. The deductions shall be remitted not less frequently than monthly to the teachers designated organization.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings and must schedule all meetings through the Superintendents' office.

D. The Association and its representatives shall have the right to use school facilities and equipment, including computers, copy machines, and other duplicating equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the costs of all materials and supplies incident to such use.

E. The Association shall have the use of internal school mail and email services to announce meetings and committee work.

F. The Association shall be provided with one (1) bulletin board per building for the purpose of posting notices of activities and matters of Association concern.

G. The Board agrees to furnish to the Association, upon request, information concerning the financial resources of the school district, including, but not limited to, annual financial reports, register of certificated personnel, tentative budgetary requirements and allocations, and agenda and minutes of all Board meetings.

H. During non-instructional hours, the President of the Association or his/her designee shall be allowed to visit schools to investigate working conditions, teacher complaints, or for other purposes relating to Association affairs.

I. The Association shall be on the agenda of the orientation program for new teachers.

ARTICLE III: TEACHER RIGHTS

A. Nothing contained herein shall be construed to deny or to restrict any teacher such rights he/she has under the laws of Oklahoma and the United States or other applicable laws, decisions, and regulations.

B. The teacher shall be entitled to full rights of citizenship and no religious, political, or personal activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination unless these activities violate school policy or any contractual obligation of the employee.

C. The provisions of this contract shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

D. Teachers will not be required to perform any duty or act which threatens anyone's physical safety or well-being.

E. A teacher shall be entitled to have present a representative of the Association during any appearance before the Board or its agents concerning any matter which could adversely affect the teacher's position, office, employment, salary, or any increments thereto pertaining. Advance written notice of the right to representation will be provided to certified employees when a meeting is scheduled for the exclusive purpose of informing the employee of disciplinary action. When so notified, the employee shall be required to attend the meeting at a time and date within twenty-four (24) hours of the notice of right to representation. The meeting will be conducted in a private setting. (2011-12)

F. A teacher shall not be disciplined, reprimanded, suspended with or without pay in status or compensation, demoted, discharged, or deprived of any professional advantage without just cause.

G. Teacher Evaluation

1. Evaluation is defined as a mutual endeavor among all staff members and the Board of Education to improve the quality of the education program. It is a system for documenting the evaluation criteria and the evidence of achievement by staff members. The performance of all staff members will be evaluated using the criteria established through the negotiations process and in compliance with state mandated evaluation requirements. (2011-12) Beginning with the 2012-13 contract year, the Board has adopted the Tulsa Teacher and Leader (TLE) model. (2012-13) If a conflict exists between the teacher evaluation procedures contained in the negotiated agreement and the teacher evaluation procedures of the Tulsa (TLE) System, the evaluation procedures set forth in the Tulsa (TLE) System shall prevail. (2013-14)

2. All formal classroom evaluations shall be conducted using the negotiated evaluation instrument(s) provided herein.

3. All formal classroom evaluations shall be conducted by designated building level principals or assistant principals using the Tulsa Model Evaluation System. (2016-17)

4. Career teachers receiving a district evaluation rating of "superior" or "highly effective" under the TLE may be evaluated once every three (3) years. (2017-18)

Procedure

1. By September 15th of each school year, the building principal or appropriate supervisor will, in a group meeting, review with each employee under his/her supervision the evaluation procedure, including the criteria for evaluation and the instruments to be used for required observations(s), and advise each employee as to the designated supervisor who will

observe and evaluate his/her performance. An employee hired or reassigned after the beginning of the school year shall be notified by the appropriate supervisor of the evaluation procedures including the criteria for evaluation and instruments used for required observations in effect. No required observation shall take place until such orientation has been completed. A traveling teacher will be evaluated by the principal at his/her designated home site. However, traveling teachers may be evaluated by any supervising principal if the need arises.

2. Every probationary teacher shall receive formative feedback from the evaluation process at least two times per year, once during the fall semester, before November 10, and once during the spring semester, before March 15. All teachers shall be evaluated once every year prior to April 30. (2013-14)

3. If requested, a pre-evaluation conference shall be held between the appropriate supervisor and the employee at least ten (10) school days prior to the first evaluation.

4. All monitoring or observation of the work of a teacher shall be conducted openly and with the knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

5. The evaluation must be made in good faith as a means to bring about improved instruction and not to collect information to support preconceived judgments.

6. No observation shall unduly interfere with the normal teaching/learning process.

7. Instructions on the evaluation form must be strictly adhered to by the evaluator.

8. Consideration will be given to teachers who are given unusual responsibilities or difficult situations in which to teach, such as large numbers of students with learning or behavior problems, large classes and/or poorly equipped teaching environment.

9. Standardized test results of academic progress of students shall not be used in any way as evaluative of the quality of individual teacher's service or fitness for retention unless specifically prescribed by state mandated evaluation requirements. (2011-12)

10. Following appropriate observations, the administrator and teacher shall hold a post-evaluation conference at a mutually agreed upon time for the purpose of discussing, executing, and clarifying the written evaluation report and recommendations. At this time, a duplicate copy will be given to the teacher that is dated and signed by both teacher and evaluator. Within two (2) weeks after the evaluation, the teacher evaluated may submit a written response which shall be attached to the evaluation and will become part of the record.

11. If an administrator believes a teacher is doing ineffective and/or unsatisfactory (2012-13) work, the reasons will be set forth in specific written terms and specific ways in which the teacher is to improve will be identified. The administrator will make positive efforts to assist the teacher in successfully completing a Professional Development Plan (PDP) and will establish a reasonable time for improvement not to exceed 60 (sixty) days during the contract work year. (2011-12)

12. The evaluation report, response, and Professional Development Plan (PDP) if one is developed, will be filed in the teacher's personnel file at the building site and shall be accessible to the teacher. Not more than one file shall be kept at the building site. A file will be maintained at the central administrative office. Evaluation forms shall be removed from the personnel file after three (3) years if requested by the teacher.

13. If discharge of a teacher (including denial of career placement or demotion) is to be considered because of inadequacies observed in the teacher's job performance, such actions must minimally be preceded by:

a. Observations of the teacher's ineffective and/or unsatisfactory (2012-13) performance by the building principal through the evaluation process described elsewhere in this agreement.

b. Clear written direction that the teacher must improve and consequences of failure to do so.

c. Adequate opportunity for the teacher to make improvements.

d. Intensive assistance from administrators and school district resources to help the teacher improve.

14. Requisites for dismissal, or non-reemployment for a probationary teacher:

a. A recommendation in writing from the Superintendent to the Board of Education that a probationary teacher be non-reemployed or dismissed.

b. Notification to the teacher of the teacher's right to a hearing before the Board of Education pursuant to state statutes.

c. Approval of the Superintendent's written recommendation by a majority of the members of the Board of Education.

15. Requisites for dismissal, or non-reemployment for a career teacher:

a. A recommendation in writing from the Superintendent to the Board of Education that a career teacher be non-reemployed or dismissed.

b. The written recommendation of the Superintendent for non-reemployment or dismissal must include one or more of the following reasons:

i. Willful neglect of duty;

ii. Repeated negligence in the performance of duty;

iii. Mental or physical abuse to a child;

iv. Incompetency;

v. Instructional ineffectiveness;

vi. Unsatisfactory teaching performance;

vii. Commission of an act of moral turpitude;

viii. Abandonment of contract;

ix. Conviction of a felony;

x. Conviction of any sex offense subject to Oklahoma's Sex Offenders Registration Act or another state's or the Federal Sex Offender Registration Provision.

xi. Criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties;

xii. Failure to earn required staff development points; or

xiii. Any other grounds allowed by law. (2007-08)

c. Notification to the teacher of the teacher's right to a hearing pursuant to state statutes.

d. Approval of the Superintendent's written recommendation by a majority vote of the members of the Board of Education.

16. The sections of this agreement addressing requisites for dismissal, non-reemployment, termination, discharge, or career placement are presented as generalized information. The district will follow the procedures outlined in current Oklahoma Statutes and State Department of Education Regulations regarding dismissal, non-renewal, termination, discharge, and career placement. Notification and appeal procedures shall be the same as provided for by Oklahoma State law and State Department of Education Regulations. The procedures, criteria, instruments, and process of evaluation will be subject to continuous review and appraisal.

H. Upon a written statement from a teacher that his/her home telephone number is unlisted in the public telephone directory and the teacher does not want their home telephone number listed in the Bixby personnel directory or given to any other party, the school district will abide by that written request. If a parent requests a telephone number of their child's teacher and that number is unlisted, the school office will make an attempt to contact that teacher and relate the message that a parent needs to contact them at home. *(1992-93)*

SECTION III

PERSONNEL POLICIES

ARTICLE I: TEACHER PREPARATION

INSTRUCTIONAL AND PROFESSIONAL DEVELOPMENT MEETINGS

School personnel responsible for scheduling meetings shall clear the time, place, and date with a central clearing agency appointed by the Superintendent of schools. In so far as possible, building meetings, departmental meetings, and general faculty meetings should be scheduled far enough in advance to give teachers several days' notice.

All certified personnel of the Bixby School System are encouraged to join the local, state, and national professional association. As members of a professional organization, teachers are expected to attend and participate actively in local and state activities and in national activities when previous plans are made and approval is given by the Superintendent of schools. There will be loss of pay for non-attendance when school is dismissed for a professional meeting.

The Board shall provide five (5) days or a minimum of 30 hours for the purposes of professional in-service training. (2011-12)

The Staff Development Committee (with Board approval) shall designate the time, place, and agenda for in-service outside of the Professional Learning Community (PLC). (2008-09) (2011-12)

ARTICLE II: LONG TERM LEAVES OF ABSENCE

An employee who has worked for the school system for three consecutive years may be granted a leave of absence. Leaves of absence may be granted for one year for the following reasons: (A) Maternity, (B) Personal Illness, (C) Caring for a sick member of immediate family, (D) Military Service (including reserve duty training), and (E) Further Study. Request for leave of absence for personal illness or caring for a sick member of the immediate family must be accompanied by a physician's statement. Except in emergency situations, requests for leaves of absence must be submitted to the administration no later than April 25. *(1997-98)*

Teachers are returned from leave of absence in accordance with the Board of Education's regulations. Request for a return from a leave of absence for personal illness must be accompanied by a physician's statement. The Board of

Education may extend a leave of absence for an additional one year if circumstances warrant such an extension; however, the total duration of a long term leave will not exceed two school years. (2011-12)

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

ARTICLE III: SHORT TERM ABSENCES

A. 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 or pregnancy, or accidental injury or illness (2005-06) in the immediate family. 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 one hundred twenty (120) days. Annually, up to ten (10) sick leave days may be used for illness of a parent.

Accumulated sick leave in excess of 120 days will be deposited in a retirement reserve account to be used for retirement purposes subject to approval of OTRS. These days will be used to meet the 120 days needed for an additional year of teacher retirement but the teacher will not be compensated by the district for these retirement reserve days. (2007-08)

B. EXTENDED SICK LEAVE

If, after exhausting all sick leave, a teacher is absent from his or her duties due to extended illness, the teacher shall receive the full contract salary less the amount actually paid a certified substitute for his or her position for an additional thirty (30) days.

C. SICK LEAVE INCENTIVE

Upon termination of employment by retirement, certified teachers with 1-10 (2014-15) years of employment with Bixby Public Schools shall receive a lump sum benefit equal to his/her accumulated and unused sick leave at the rate of twenty-five dollars ($25.00) per day. *(2014-15)*

Upon resignation from the district or qualifying for Oklahoma Teachers' Retirement, certified teachers shall receive a lump sum benefit equal to his/her accumulated and unused sick leave up to 130 days (2019-20) at the following rates:
For teachers with 11 to 19 complete years of employment with Bixby Public Schools a rate of $40.00 per day (2014-15);
For teachers with 20 to 24 complete years of employment with Bixby Public Schools a rate of $45.00 per day(2014-15);
For teachers with 25 or more complete years of employment with Bixby Public Schools a rate of $50.00 per day; *(2014-15)*
Only sick leave days earned while in the employment of Bixby Public Schools will be eligible for the sick leave incentive. Sick leave days transferred from another school district shall be utilized prior to sick leave days earned in the employment of Bixby Public Schools. *(2008-09)*

D. DEATH IN FAMILY

A teacher may be absent without loss of pay for three (3) days for reason of death in the family of first or second degree relationship. The three (3) day family death limitation may be extended to five (5) days when distance for travel becomes a factor. (Husband, wife, son, daughter, guardian, mother, father, brother, sister, grandparents and

corresponding relatives by affinity). A one day absence without loss of pay, but chargeable to sick leave, may be granted upon the death of members of the family other than first or second degree relation (aunt, uncle, niece, or nephew). In the event additional time is needed, up to a maximum of ten (10) days may be charged to accumulated sick leave. *(1982-83)*

E. PROFESSIONAL DUTIES

Absence without loss of pay to the teacher may be granted by the principal, upon the approval of the superintendent, for professional duties. If Request for Professional Day is denied by the building principal, the request may upon the initiative of the teacher be forwarded to the Associate Superintendent (2013-14) for review and consideration. *(1986-87)*

F. CIVIC AND COMMUNITY ACTIVITIES

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

G. JURY DUTY

School employees, like other good citizens, are expected to serve on juries when summoned. When absence for such duty has been made and a substitute is required, this substitute will be paid by the Board of Education.

H. MATERNITY

When requested, teachers shall receive Family and Medical Leave as required by federal law and Board policy.

I. PERSONAL LEAVE

A teacher may be absent for reasons of personal leave without loss of pay. Personal leave as the name implies, shall pertain to conducting pressing personal business of a personal nature relating to personal, legal, business, household, or family needs which cannot be met other than during school hours. Leave for such personal matters will not exceed three (3) days per school year, and shall be without deduction. *(1982-83)(2013-14)* Requests for personal leave shall be made in writing, on the appropriate form, at the earliest possible time with the goal of providing at least three (3) days advanced notice when possible. If not possible, then within the day after returning to work. *(2004-05)* Personal leave may not be used, unless unavoidable, the first ten (10) days or the last ten (10) days of the school year, the day preceding or following a scheduled school holiday/break, or on the days scheduled for parent-teacher conferences *(2005-06)(2016-17)*. Personal day leave forms will be routed through the principal to a designated administrator who will approve/disapprove the personal leave request and return to the building principal *(1989-90)*. Such notice will include a signed statement that the personal leave was not for:

1. Seeking other employment
2. Participating in political activities
3. Performing service for compensation
4. Inclement weather

The Board of Education, will, however, reimburse each certified employee for the unused portion of the three days of personal leave on an annual basis at the rate of $40.00 per day *(1983-1984)* or the teacher may choose to add the unused portion of the three days of personal leave to the teacher's sick leave accumulated days. *(2008-09)*

J. ASSOCIATION LEAVE

Subject to Administrative approval, the Board shall provide the Association with twenty-five (25) days per year for leave to attend conventions and conferences of the Association or its affiliates, or to conduct Association business. (2017-18)

K. ABSENCE DUE TO INJURY

Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The Board shall pay to such teachers the difference between their salaries and benefits received from Workman's Compensation for the duration of such absence.

L. MILITARY LEAVE

Employees who are members either officers or enlisted in the Reserve Corps of the Army, Navy, the Marine Corps, the Coast Guard, the Women's Auxiliary Corps, or any other component of the Armed Forces of the United States including members of the National Guard, shall, when ordered by the proper authority to active duty or service, be entitled to a leave of absence from the employment with the Bixby Board of Education for the period of such active service without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave of absence.

M. MISCELLANEOUS PROVISION

1. All absences in excess of the ones provided for in these policies shall be at full loss of pay.

2. In order that maximum benefits may be provided to all employees in time of valid need, it is imperative that proper controls be used to eliminate the misuse of the various types of leaves in this policy. An employee who abuses the leave policy is subject to disciplinary action.

3. Teachers shall be given a written accounting of accumulated sick leave days on or before the first pay day of each school year.

4. Any employee may be required to submit appropriate evidence concerning the cause of absence in order to qualify for sick leave benefits. Appropriate evidence may include any of the following at the direction of the office of the Superintendent:

(a) A Physician's statement endorsed by the employee.

(b) The employee's statement endorsed by the Principal or immediate supervisor.

(c) Sick leave claimed on days immediately preceding or immediately following holidays or non-work days other than weekends.

(d) Sick leave claimed during the last four weeks of employment.

N. EMERGENCY LEAVE

Up to two (2) days of non-cumulative emergency leave per year with pay may be granted for reasons indicated: Emergency leave is granted with full pay for unforeseen and uncontrollable circumstances which would reasonably keep an employee from performing his duties. Except as stated below, emergency leave shall not be utilized as personal illness or

personal business leave unless all other personnel illness or personal business leave benefits are exhausted. *(2002-03)* (2011-12)

The term "emergency" may apply to leave within the following categories:

1. Funerals of persons other than immediate family
2. A mandatory court appearance
3. Unusual and unforeseen circumstances within the immediate family
4. All full-time certified employees shall have the right to use emergency leave for less than a full day.
5. Written notice of the emergency leave day should be made in advance, when possible; if not possible, then within one day after returning to work. Such notice will include a signed statement that the emergency leave day was not for:
   (a) Seeking other employment
   (b) Participating in political or social activities
   (c) Performing service for compensation
   (d) Entertainment, recreation, or vacation
   (e) Inclement weather

O. LEGAL PROCESS LEAVE

The Board shall provide temporary leave of absence with pay for the time necessary for appearance in legal proceedings affecting the employee's employer, the school, the system, or other legal proceedings as required by law, except those in which the employee is the defendant or plaintiff. *(moved and titled 2002-03)*

P. POLICIES CREATING A SICK LEAVE BANK

There is hereby created at Bixby Public Schools a Sick Leave Bank for the purpose of permitting certified employees of the school district to voluntarily transfer some of their sick leave to the Sick Leave Bank for the purpose of benefiting other certified employees who may be stricken with a catastrophic illness or accident and who may need additional sick leave because of such illness or accident. The following policies shall apply to the Sick Leave Bank:

Creation and Administration of Sick Leave Bank

1. Participation by certified employees in the Sick Leave Bank will be voluntary. Each certified employee will be assessed one day of his/her sick leave immediately upon the creation of the Sick Leave Bank. Any certified employee who desires to be exempt from participation in the Sick Leave Bank must inform the Superintendent of schools in writing of his or her request to be exempt before October 1 of their initial year of employment and in the absence of such written notification to the Superintendent of Schools, all certified employees shall be conclusively presumed to be participating in the Sick Leave Bank. Any certified employees requesting exemption from participation in the Sick Leave Bank will not be entitled to receive benefits from the Sick Leave Bank Program.

2. Subsequent to the formation of the Sick Leave Bank, all new employees will be assessed one day of his or her sick leave and the assessment will occur at the time of his or her employment, unless the new employee requests in writing to be exempt from the Sick Leave Bank Program, as described above.

3. The minimum number of sick leave days in the Sick Leave Bank at any time shall be 180.
When the number of days in the Bank falls below 180, each certified employee participating in the Sick Leave Bank will be assessed one additional day from his/her sick leave. Provided, however, that the certified employees shall not be assessed more than one day of his/her sick leave during any given school year.

4. The maximum number of sick leave days in the Bank at any given time shall be 480.

5. Each certified employee may donate up to 5 additional days to the Sick Leave Bank in May of each year, provided, however, that if the number of sick leave days already assigned to the Sick Leave Bank will not permit each certified employee to donate the maximum number desired by the certified employees, then such donations shall occur in alphabetical order with the even numbered years starting with the letter "A" and odd numbered years starting with the letter "M". *(2001-02)*

6. Persons experiencing a catastrophic illness or injury and qualifying to receive a transfer of sick leave days from the Sick Leave Bank will not be required to replace these sick leave days except as a regular participating number in the Sick Leave Bank.

<u>Qualifications and Procedures to Receive Sick Leave Days from the Sick Leave Bank Program</u>

1. A certified employee may qualify to receive additional sick leave days from the Sick Leave Bank only if such employee experiences a catastrophic illness or accident which results in the employee's disability to engage in his or her occupation at Bixby Public Schools by reason of any medically determinable physical or mental impairment which, in the opinion of the primary attending physician, is expected to result in death or which is expected to result in the disability to the employee, and qualifies under the additional criteria found herein. (2018-19)

2. If a certified employee experiences a catastrophic illness or accident, a written request for sick leave time from the Sick Leave Bank shall be presented to the Sick Leave Bank Screening Committee. The written request may be presented by the employee or by any other person who is acting with the permission of the employee.

3. A Sick Leave Bank Screening Committee (hereinafter referred to as the "Committee") is hereby established as follows: seven members composed of three administrators and four teachers. When the Committee receives a written request for a transfer of sick leave days from the Sick Leave Bank, the following procedures will be followed:

(a) The Committee shall conduct as many meetings as it determines to be necessary to review the written request and determine whether the request should be accepted or denied. The date and time of the first meeting will be determined by the Superintendent or his/her designee and the date and times of any subsequent meetings will be determined by the Committee. (2011-12)

(b) After reviewing the request for a transfer of sick leave days from the Sick Leave Bank, the Committee shall determine by a vote of its members whether the request is to be accepted or denied. If a majority of the members of the Committee vote in favor of accepting the request for the transfer of sick leave days from the Sick Leave Bank, then the recommendation of the Committee shall be communicated to the Superintendent who will, in turn, present the recommendation of the Committee to the Board of Education. The Board of Education

will then accept or reject the request for the transfer of additional sick leave days from the Sick Leave Bank. Any additional request for additional days from the Sick Leave Bank by the same individual must follow the same process as stated above. *(1996-97)*

(c) In the event that a majority of the members of the Committee do not vote to accept the written request, then the request shall be deemed to be denied and the employee will be so notified in writing.

(d) In order to qualify to receive benefits under the Sick Leave Bank Program, the employee must experience a catastrophic illness or injury and such an illness or injury to other members of the employee's family does not qualify the employee to benefits hereunder. *(1995-96)*

(e) Additional sick leave days from the Sick Leave Bank shall not be transferred until the employee has exhausted his or her sick leave benefits with the Bixby Public School system.

(f) The maximum number of sick leave days which may be transferred to an employee as a result of a catastrophic illness or accident from the Sick Leave Bank is 60 days for each such separate catastrophic illness or accident. *(1996-97)* The employee may submit a request to the Committee for additional days, to total no more than 120 days. *(1996-97*) If regular sick leave benefits have been exhausted and a member of the teacher's immediate family (spouse, child, parent) experiences a catastrophic illness or injury the teacher will be entitled to use up to fifteen (15) days from the Sick Leave Bank, subject to the approval of the Sick Leave Bank Committee. *(1995-96)*

(g) The School Board may, at its option, require the requesting employee to undergo a medical examination and evaluation by a physician chosen by the School Board and such examination and evaluation will be at the expense of the School District. *(August 5, 1987)*

ARTICLE IV: TEACHER EMPLOYMENT

A. REEMPLOYMENT

The Board of Education shall consider reemployment of certified teachers on or before the first Monday in June. (2011-12)

B. ASSIGNMENT

The Superintendent of Schools shall place any certified teacher where he or she is the most qualified and will render the most valuable service. All career teachers teaching assignments shall be based on certification, years of service to the district, and the needs of the district. Career teachers shall be secure in their teaching assignment and newly hired employees shall not usurp a career teacher's assignment unless the career teacher involved is consulted regarding the rationale behind the change. *(1987-88)*

C. REASSIGNMENT/TRANSFER AND VACANCIES

A teacher is free to ask for a change of assignment or transfer, and such a request, accompanied by a statement of the reasons for the request, should always be submitted in writing to the Superintendent along with a request to be interviewed for any vacant position matching the desired assignment or transfer. Assignment must be acceptable to the

receiving principal. A transfer initiated by the administration will be made only after a meeting between affected teacher and the appropriate member of the Superintendent's staff.

When a reduction in the number of teachers in a building is necessary, qualified volunteers from said building shall be the first considered for reassignment; then, reassignment shall be made on the basis of school district needs. Teachers with most district tenure shall receive greater consideration in choice of assignment. (2019-20)

The Board of Education and the Association recognize the value of professional growth and experience within the system. Therefore, when a vacancy in a professional area occurs, certified applicants within the system will be given primary consideration. (Teachers who desire a transfer or promotion for the ensuing school year are to file a request with the Office of Human Resources). Career teachers who apply will receive an interview for available teaching positions (2019-20).

Any vacancy shall be publicized by a notice posted on the district website for at least five (5) calendar days, exclusive of vacation, in advance of filling such vacancy. Within five days (5) following the initial posting of the vacancy, any teacher who desires to fill any such vacancy shall file his application with the Office of Human Resources in writing.

The administration will post all certified vacancies at the school sites and the administration building as they become vacant. All elementary teaching positions will be posted as elementary positions and not grade level. *(1990-91)*

Information regarding vacancies and impending vacancies should be available upon request to teachers desiring reassignment, so that they may express their preference as to a new assignment.

E. RESIGNATION

Any staff member intending to terminate his service is expected to notify the Superintendent prior to the first Monday in June. A written resignation must be presented to the Superintendent with a copy to the Principal.

F. CURRICULUM COMMITTEES

The District will consider placement of certified personnel on open district wide committees. The Association may recommend personnel to serve on curriculum committees when appropriate.

G. NON-TEACHING DUTIES

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

1. That every effort will be made to assure that all full-time elementary teachers shall be provided with no less than one 30-minute period per day for planning and preparation, with at least 20 minutes uninterrupted. (2019-20)
2. That every effort will be made to assure that a teacher's planning period is used for its intended purpose.
3. Elementary teachers will have an uninterrupted 30 minute duty free lunch period. Every effort will be made to provide all other teachers with 30 minute, but not less than 25 minute duty free lunch period. (2009-10)
4. Every effort will be made to relieve and/or make equitable extra assignments to be performed before or after school.
5. Every effort will be made by administrators to assign aides and clerical help to relieve teachers of non-teaching duties as:

(a) non-professional assignments, including but not limited to milk distribution, supervision of cafeterias, sidewalks, bus loading, or unloading or playgrounds.

(b) collecting money from students, and

(c) inventorying and storing books, delivering books to classrooms, duplicating instructional and other materials, keeping registers and cumulative record cards, and other clerical and/or custodial functions.

H. REDUCTION IN FORCE

It is the policy of the Bixby Board of Education that, in the event it becomes necessary to reduce the professional staff of this school district, reduction-in-force at any level may be based on the following conditions:

Decrease in revenue,
Decrease in student enrollment,
Changes in educational programs or curriculum,
Cancellation of programs, or
Any other circumstances determined by the board.

In the event of such a situation, effort will be made to accomplish the necessary reduction by attrition, voluntary resignation, or voluntary retirement. Otherwise, reduction-in-force will be made according to the following procedures:

1. The position will be the determining factor in a reduction, not the teacher occupying the position.

2. The order of termination will be as follows:

A. A licensed teacher in an eliminated position will be terminated first.

B. A probationary teacher in an eliminated position will be terminated second. However, if a probationary teacher is certified for a position held by a licensed teacher, the probationary teacher will be reassigned to that position, and the licensed teacher will be terminated.

C. A career teacher in an eliminated position will be placed in a retained position in which the teacher is, at the time of the presentation of the recommendation to reduce force, certified by standard certification, provided the position is occupied by a probationary or licensed teacher.

D. If a career teacher is qualified for standard certification in a position held by a probationary or licensed teacher but does not have such a certificate, then such career teacher must have evidence of eligibility for such certification on file in a personnel file in the office of the superintendent at the time of the presentation of the recommendation to reduce force.

E. If there is more than one career teacher assigned to a position that is subject to being eliminated, the following criteria, in this order, will be used to determine which of the career teachers will be retained:

1. Certification in 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 or a license.

2. Seniority in continuous, full time, contracted, certified employment in the district.

3. If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:

a. Years of teaching experience in the retained position in the local school district.

b. Academic degree status: A teacher with a doctor's degree will be retained over a teacher with a master's or a bachelor's degree; a teacher with a master's will be retained over a teacher with a bachelor's degree.

c. Recommendations of principal and/or superintendent.

F. If there is more than one probationary teacher or more than one licensed teacher in the position being reduced, the criteria listed in E, 1 through 3, will be used in determining which probationary teacher or licensed teacher will be retained.

Recognizing the importance of having qualified personnel to conduct extracurricular activities, the Board reserves the right, notwithstanding any other provision of this policy, to retain up to twenty percent (20%) of all teachers on any type of extra-duty contract.

The board reserves the right to select and employ all administrators regardless of factors listed above in determining which employees are to be reduced.

Personnel whose employment is terminated under the provisions of this policy shall be given priority for reemployment to fill subsequent vacancies in positions for which they have standard certification. Teachers whose employment is terminated from the district under the provisions of this policy shall be placed on a recall list for a period of 18 months in positions for which they have standard certification. Such employment shall be in reverse order of their termination.

1 Teachers shall be notified of recall be certified letter, restricted delivery, return receipt requested. From the date of the receipt of the recall notice, the teacher shall have ten (10) calendar days to respond by certified mail of his/her intention to return to employment. Failure to respond within the specified time shall constitute a rejection of the notice of recall.

2 The terminated teacher shall have the responsibility to continuously inform the district of any new areas of standard certification.

3 The teacher shall have the responsibility to keep the district informed of a current mailing address.

4 A teacher shall remain on the recall list for the time period specified above unless the teacher:

a. Does not accept recall within ten (10) calendar days from the date of receipt of a recall notice;
b. Waives recall in writing;
c. Fails to comply with paragraphs 2 and 3 above ; or
d. Fails to pick up or claim the certified letter referenced in paragraph 1.

When returning to work after recall, the teacher shall be placed on the appropriate step on the teacher salary schedule earned, and retain seniority status as of the date of the reduction. (2002-03) (2013-14)

ARTICLE V: STUDENT TEACHERS

1. The quality of teaching done in any classroom is determined in large measure by the kind of preparation the candidate for a certificate receives. Since his practice teaching experience in an actual classroom situation under the guidance of a competent, experienced teacher is basic in his success, the Bixby Schools will cooperate in providing such opportunities to practice teachers of colleges whose teacher-training programs are approved.

2. Only those teachers in the Bixby Schools who desire to serve as supervising teachers in such a program will have student teachers assigned to them.

3. Supervising teachers shall have priority in receiving tuition credits from institutions which offer such credit. Funds available for tuition and continuing education will be disbursed on an equal basis for all certified personnel. Information regarding these funds will be posted on the bulletin board in each building. Tuition hours received from universities for intern teachers will be distributed as follows:

(a) The cooperating teacher

(b) The department or grade level

(c) The building site

(d) On a first request basis (Teachers will receive three hour blocks if available).

(e) Teachers receiving free tuition must provide proof of attendance upon completion of college course. *(1990-91)*

ARTICLE VI: PROCEDURES FOR HANDLING STUDENTS

A. DISCIPLINE

The Oklahoma School Code empowers Boards of Education with the responsibility to set policy for the control and discipline of all children attending public school. Such policy shall provide options for the methods of control and discipline of students and shall define standards of conduct to which students are expected to conform. If corporal punishment is permitted, it shall be conducted in accordance with Board policy.

B. SUSPENSION OF STUDENTS

When a student becomes a disruptive element that violates the regulations of the school, threatens the morale, or affects the welfare of other students, he may be suspended under the Board of Education Policy; "the teacher recommends suspension from class to the Principal who is the authorized authority to suspend from school or reassign to another class." The affected pupil shall be readmitted to the classroom only after consultation with the teacher and the Principal or his designee.

ARTICLE VII: PROTECTION OF TEACHERS

A. ASSISTANCE IN ASSAULT CASES

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

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

B. LEGAL COUNSEL

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

C. COMPENSATION FOR LOST TIME

If an assault on a teacher results in loss of time, the teacher shall be paid in full for such time and such absence shall in no event be deducted from any sick leave to which such teacher is entitled.

ARTICLE VIII: COMPENSATION

A. TAX-SHELTERED ANNUITIES

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

B. FEDERAL WITHHOLDING

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

C. TEACHER RETIREMENT

Oklahoma Teacher Retirement System payroll deductions are made according to state law.

D. PROFESSIONAL ASSOCIATION DUES

E. POLITICAL CONTRIBUTIONS

F. DIRECT DEPOSIT

Direct deposit of payroll will be made to the Tulsa Teachers Credit Union and other approved institutions.

G. SALARY SCHEDULE (Appendix)

H. EXTRA DUTY: Teachers who are assigned extra-duty assignments which are designed for compensation shall be paid in accordance with the current year Extra Duty Schedule which shall be attached in the negotiated agreement following the salary schedules. (2017-18)

I. Extra Duty Payments: If total extra duty compensation is one thousand ($1000) dollars or less, the amount will be paid in a separate check in June, each year. *(2004-05) (2005-06)*

ARTICLE IX: PROFESSIONAL COOPERATION

The Bixby Education Association will meet with the Superintendent or his/her designee prior to December 15 and make recommendations concerning the school calendar and payroll periods for the ensuing school year.

ARTICLE X: TEACHING CONDITIONS

The following teaching conditions shall be in effect:

A. The teachers work day shall be seven hours and forty minutes (7 hours 40 minutes) including authorized lunch time referred to in Section G "Non Teaching Duties" of this agreement. (2006-07) (2012-13)

B. Telephone facilities shall be made available to teachers with privacy of conversation when desired. Building principals will strive to increase phone privacy for teachers, where needed. *(1998-99)*

C. A conference room shall be made available for parent-teacher conferences.

D. Every precaution shall be taken to see that the activities of the custodial and maintenance departments shall in no way interfere with the activities of the classroom.

E. All visitors to teacher's classroom must have prior approval of the Principal and teacher.

F. A pupil will be removed from a classroom to a designated authority when, in the judgment of the teacher, the student is interfering with the teacher-learning situation for the majority of the class. At the time of removal, the teacher may request that the pupil not be returned to that classroom until a conference is held between the teacher and the designated authority.

G. Building staff meetings should generally be utilized to inform employees of significant matters which require considerable explanation or discussion. Great care should be taken to conserve time by avoiding discussion of matters relating to only a few staff members, especially with large and diverse staff. It is good practice to inform employees well in advance of general staff meetings so that plans can be made accordingly.

H. Bixby Public Schools will have two days during the regular school year, with no students, on which to have required Parent/Teacher Conferences. *(1990-91)* Parent-teacher conference time is scheduled as one of the 175 teaching days required by the State Department of education. All teachers are required to be at work during these times unless assigned to other school related duties. *(1995-96)*

I. If a classroom is not being cleaned properly, this should be reported to the building principal and he/she should take the proper steps to correct the problem. *(1993-94)*

J. The standard teacher contract work year for 10 month employees shall correspond with the official Bixby Public School Academic Calendar, but shall not exceed 178 paid days and one teacher check out day. (2016-17)

SECTION IV

GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems arising from the administration of the negotiated agreement which may occur in the work environment.

A. Definitions

GRIEVANCE: The term "Grievance" as used in this agreement shall mean a complaint by a teacher or teachers that there has been an alleged violation, misinterpretation, or inequitable application of any of the provisions of this (negotiated) agreement, which has directly affected that teacher or teachers. The term "Grievance" shall also mean a complaint by the Association that there has been an alleged violation, misinterpretation or inequitable application of any provision of this agreement. However, no Association grievance will be filled without the name of an affected person.

GRIEVANT: Refers to the employee, a group of employees or Association, when applicable, making the claim. When two or more grievances address similar or the same issues, the grievants may choose to file jointly.

ASSOCIATION: The Bixby Education Association

BOARD: The Bixby Public Schools Board of Education

DAYS: The term "days" shall mean school days, except when a grievance is submitted less than ten (10) days before the close of school or during the summer. The time limits then shall consist of working weekdays, excluding holidays, and shall be at the mutual consent of the parties.

TIME LIMITS: The number of days indicated at each level shall constitute the maximum. However, the time limits may be extended by mutual agreement. If any of the time limits outlined herein are not met by the grievant, the grievance shall lapse. If any of the time limits outlined herein are not met by the affected administrator, at any level, the grievant may proceed to the next higher step.

REPRESENTATION: The grievant shall be afforded the right to representation of their choice at any conference or hearing relating to the grievance.

B. Procedure

Level One: Informal Procedure

The parties acknowledge that it is most desirable for an employee and his/her immediate administrator to resolve problems informally. The grievant shall present the complaint to the immediate administrator within thirty (30) days following the act, condition, or first knowledge of the basis for the complaint. The administrator will verbally render a decision to the employee within ten (10) days.

If the grievance is not resolved through discussion, the grievant may submit a written grievance to the immediate administrator within ten (10) days after the verbal decision of the administrator.

The immediate administrator shall convene a hearing with the grievant within ten (10) days of the receipt of the written grievance.

The immediate administrator shall transmit a written decision to the grievant within ten (10) days of the hearing.

Level Two

If the grievant is not satisfied with the level one decision, the grievant may submit the grievance form to the Superintendent/Designee within ten (10) days of receipt of the level one decision.

The Superintendent/Designee shall convene a hearing with the grievant within ten (10) days of receipt of the written grievance.

The Superintendent/Designee shall transmit a written decision to the grievant within ten (10) days of the hearing.

Level Three

If the grievant is not satisfied with the level two decision, the grievant may submit the grievance form to the Clerk of the Board within ten (10) days of receipt of the level two decision.

The Board shall convene a hearing with the grievant at the next regular Board meeting unless said meeting will occur in less than ten (10) days. The hearing shall then be scheduled for the next succeeding Board meeting or for a special Board meeting.

The written decision of the Board shall be transmitted to the grievant within ten (10) days of the meeting at which the Board considered the level three grievance.

C. General Provisions

All documents, communication, or records dealing with the grievance shall be filed separately from the personnel file of the grievant. A Grievance File shall be maintained by the administration to contain all records regarding the processing of grievances filed by the teachers of the district.

Both parties agree that the written records pertaining to the grievance shall be kept confidential.

No reprisals shall be taken against the employee, any witness, or other participant in the grievance procedure by reason of such participation.

Access to all pertinent information, not privileged under law, which is relevant to the issues raised by the grievance, shall be granted to the grievant.

Grievances arising from acts of an authority higher than the immediate administrator shall be initiated as an informal procedure at the Superintendent's level.

All meetings and hearings conducted under the provisions of this Grievance

Procedure through Level Two shall be in private and are limited to the grievant and administrator of interest and their designated representative. A grievant may be represented at any level of the grievance procedure by a representative of his or her choosing. *(2001-02)*

BIXBY PUBLIC SCHOOLS
Grievance Form

AGGRIEVED: SUBMITTAL DATE:

LEVEL:

BELIEVED VIOLATION:

DATE CAUSE OF GRIEVANCE OCCURED:

SCHOOL: IMMEDIATE ADMINISTRATOR:

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

_____ _____

Signature of Grievant Date

Distribution: Superintendent
Immediate Administrator
Grievant
Association President

BIXBY PUBLIC SCHOOLS
Reply to Grievant

AGGRIEVED: DATE:

LEVEL:

Date Received by the Administrator:

Date of Hearing:

Disposition of Grievance:

_____ _____

Signature of Administrator Date

Distribution: Superintendent
Immediate Administrator
Grievant
Association President

This request is for employee _____requesting personal leave beginning on _____ and ending on _____ for a total of _____ day(s) of personal leave.

The Bixby Board of Education shall provide three (3) days of personal business leave for certified personnel.

1. Such leave shall be limited to personal business matters that cannot be conducted before or after school hours or on weekends.
2. Personal business leave is noncumulative
3. Personal leave as the name implies, shall pertain to conducting pressing personal business of a personal nature relating to legal, business, household, or family needs which cannot be met other than during school hours.
4. Leave for such personal matters will not exceed three (3) days per school year.
5. Personal leave taken per policy shall not result in payroll deduction.
6. Requests for personal leave will be made in writing, on the appropriate form, at the earliest possible time with the goal of providing at least three (3) days advance notice when possible. If not possible, then the form should be completed and submitted within the day after returning to work.
7. Personal leave may not be used, unless unavoidable, the first ten (10) days or the last ten (10) days of the school year, the day preceding or following a scheduled school holiday, or on the days scheduled for parent-teacher conferences.
8. Personal day leave forms will be routed through the principal to a designated administrator who will approve/disapprove the personal leave request and return to the building principal. Such notice shall include a signed statement that the personal leave was not for:
    a. Seeking other employment
    b. Participating in political activities
    c. Performing service for compensation
    d. Inclement weather

For unused personal days each school year, certified staff may choose one of the following options:

1. The staff member shall be compensated for the unused portion of the three (3) days of personal leave on an annual basis at the rate approved by the Board; or
2. The staff member shall roll the unused portion of the three (3) days of personal leave to his/her accumulated sick leave.

My signature below represents that I fully understand the Personal Leave Policy and have complied with the provisions.

Employee Signature: _____ **Date**: _____

This request is to be given to your immediate supervisor who will route it to Personnel Department.

This request is: _____ Approved _____ Denied
Comments:

Building Principal/Supervisor: _____ **Date:** _____

This request is: _____ Approved _____ Denied
Comments:

Personnel Office: _____ **Date:** _____

BIXBY PUBLIC SCHOOLS

2019-20 SALARY SCHEDULE - BACHELOR'S DEGREE

Years	2019-20 Base Salary	2019-20 *OTRS	2019-20 Total Compensation	2018-19 Total Compensation	State Teacher Credit
0	$39,000.00	$2,935.49	$41,935.49	$40,120.38	$60.15
1	$39,400.00	$2,965.60	$42,365.60	$40,764.67	$103.41
2	$39,800.00	$2,995.71	$42,795.71	$41,242.64	$145.65
3	$40,200.00	$3,025.81	$43,225.81	$41,721.68	$188.96
4	$40,600.00	$3,055.92	$43,655.92	$42,199.65	$233.33
5	$41,000.00	$3,086.03	$44,086.03	$42,719.72	$278.76
6	$41,500.00	$3,123.66	$44,623.66	$43,230.10	$325.26
7	$42,000.00	$3,161.30	$45,161.30	$43,741.55	$372.82
8	$42,500.00	$3,198.93	$45,698.93	$44,251.93	$421.44
9	$43,000.00	$3,236.57	$46,236.57	$44,762.31	$471.12
10	$44,000.00	$3,311.84	$47,311.84	$45,892.21	$521.87
11	$44,500.00	$3,349.47	$47,849.47	$46,436.08	$573.67
12	$45,000.00	$3,387.11	$48,387.11	$46,979.95	$626.54
13	$45,500.00	$3,424.74	$48,924.74	$47,522.75	$680.48
14	$46,000.00	$3,462.37	$49,462.37	$48,066.61	$735.47
15	$46,500.00	$3,500.01	$50,000.01	$48,630.91	$791.53
16	$47,000.00	$3,537.64	$50,537.64	$49,174.78	$848.65
17	$47,500.00	$3,575.28	$51,075.28	$49,718.65	$906.83
18	$48,000.00	$3,612.91	$51,612.91	$50,262.52	$966.07
19	$48,500.00	$3,650.55	$52,150.55	$50,806.40	$1,026.38
20	$49,000.00	$3,688.18	$52,688.18	$51,371.78	$1,087.75
21	$49,500.00	$3,725.82	$53,225.82	$51,915.65	$1,150.18
22	$50,000.00	$3,763.45	$53,763.45	$52,460.59	$1,213.68
23	$50,500.00	$3,801.08	$54,301.08	$53,004.46	$1,278.23
24	$51,000.00	$3,838.72	$54,838.72	$53,548.33	$1,343.85
25	$52,500.00	$3,951.62	$56,451.62	$55,093.27	$1,410.53
26	$53,000.00	$3,989.26	$56,989.26	$55,564.04	$1,410.53
27	$53,500.00	$4,026.89	$57,526.89	$56,034.79	$1,410.53
28	$54,000.00	$4,064.53	$58,064.53	$56,505.54	$1,410.53
29	$54,500.00	$4,102.16	$58,602.16	$56,976.29	$1,410.53
30	$55,000.00	$4,139.80	$59,139.80	$57,447.04	$1,410.53

*Teacher Retirement is fully paid by the district and state contributions on all salary schedules.. As an additional benefit, the district pays an individual life insurance ($50,000) premium of $70.20 per year.

2019-20 SALARY SCHEDULE - MASTER'S DEGREE

Years	2019-20 Base Salary	*OTRS	2019-20 Total Compensation	2018-19 Total Compensation	State Teacher Credit
0	$40,036.48	$3,013.51	$43,049.99	$41,738.16	$60.15
1	$40,441.07	$3,043.96	$43,485.03	$42,173.20	$103.41
2	$40,934.23	$3,081.08	$44,015.31	$42,703.48	$145.65
3	$41,248.39	$3,118.27	$44,366.66	$43,234.83	$188.96
4	$41,921.54	$3,155.39	$45,076.93	$43,765.11	$233.33
5	$42,453.85	$3,195.46	$45,449.31	$44,337.48	$278.76
6	$42,977.15	$3,234.85	$46,212.00	$44,900.17	$325.26
7	$43,501.46	$3,274.31	$46,775.77	$45,463.94	$372.82
8	$44,024.76	$3,313.70	$47,338.46	$46,026.63	$421.44
9	$44,549.06	$3,353.16	$47,902.22	$46,590.40	$471.12
10	$46,158.51	$3,474.31	$49,632.82	$48,320.99	$521.87
11	$46,712.96	$3,516.04	$50,229.00	$48,917.17	$573.67
12	$47,267.41	$3,557.77	$50,825.18	$49,513.36	$626.54
13	$47,821.86	$3,599.50	$51,421.36	$50,109.54	$680.48
14	$48,375.31	$3,641.16	$52,016.47	$50,704.65	$735.47
15	$48,949.76	$3,684.40	$52,634.16	$51,322.33	$791.53
16	$49,504.20	$3,726.13	$53,230.33	$51,918.51	$848.65
17	$50,058.65	$3,767.86	$53,826.51	$52,514.69	$906.83
18	$50,613.10	$3,809.60	$54,422.70	$53,110.87	$966.07
19	$51,167.55	$3,851.33	$55,018.88	$53,707.05	$1,026.38
20	$51,743.00	$3,894.64	$55,637.64	$54,325.82	$1,087.75
21	$52,297.45	$3,936.38	$56,233.83	$54,922.00	$1,150.18
22	$52,851.90	$3,978.11	$56,830.01	$55,518.18	$1,213.68
23	$53,407.35	$4,019.92	$57,427.27	$56,115.44	$1,278.23
24	$53,961.80	$4,061.65	$58,023.45	$56,711.62	$1,343.85
25	$55,483.24	$4,176.17	$59,659.41	$58,347.58	$1,410.53
26	$55,969.69	$4,212.78	$60,182.47	$58,870.64	$1,410.53
27	$56,456.13	$4,249.40	$60,705.53	$59,393.69	$1,410.53
28	$56,942.57	$4,286.01	$61,228.58	$59,916.75	$1,410.53
29	$57,429.00	$4,322.62	$61,751.62	$60,439.80	$1,410.53
30	$57,915.45	$4,359.24	$62,274.69	$60,962.86	$1,410.53
31	$58,401.89	$4,395.85	$62,797.74	$61,485.92	$1,410.53
32	$58,888.33	$4,432.47	$63,320.80	$62,008.97	$1,410.53
33	$59,374.77	$4,469.08	$63,843.85	$62,532.02	$1,410.53
34	$59,861.21	$4,505.69	$64,366.90	$63,055.08	$1,410.53
35	$60,347.65	$4,542.31	$64,889.96	$63,578.13	$1,410.53

2019-20 SALARY SCHEDULE - DOCTORATE

Years	2019-20 Base Salary	*OTRS	2019-20 Total Compensation	2018-19 Total Compensation	State Teacher Credit
0	$41,249.11	$3,104.78	$44,353.89	$43,042.06	$60.15
1	$41,653.70	$3,135.23	$44,788.93	$43,477.11	$103.41
2	$42,098.21	$3,168.69	$45,266.90	$43,955.07	$145.65
3	$42,543.73	$3,202.22	$45,745.95	$44,434.12	$188.96
4	$42,988.23	$3,235.68	$46,223.91	$44,912.09	$233.33
5	$43,471.89	$3,272.09	$46,743.98	$45,432.14	$278.76
6	$43,947.54	$3,307.89	$47,255.43	$45,943.60	$325.26
7	$44,422.20	$3,343.61	$47,765.81	$46,453.99	$372.82
8	$44,896.86	$3,379.34	$48,276.20	$46,964.37	$421.44
9	$45,372.51	$3,415.14	$48,787.65	$47,475.82	$471.12
10	$47,954.31	$3,609.47	$51,563.78	$50,251.95	$521.87
11	$48,460.10	$3,647.54	$52,107.64	$50,795.82	$573.67
12	$48,965.90	$3,685.61	$52,651.51	$51,339.69	$626.54
13	$49,471.70	$3,723.69	$53,195.39	$51,883.56	$680.48
14	$49,976.51	$3,761.68	$53,738.19	$52,426.36	$735.47
15	$50,503.31	$3,801.33	$54,304.64	$52,992.81	$791.53
16	$51,009.11	$3,839.40	$54,848.51	$53,536.68	$848.65
17	$51,514.91	$3,877.48	$55,392.39	$54,080.55	$906.83
18	$52,020.70	$3,915.55	$55,936.25	$54,624.42	$966.07
19	$52,526.50	$3,953.62	$56,480.12	$55,168.29	$1,026.38
20	$53,151.60	$4,000.67	$57,152.27	$55,840.44	$1,087.75
21	$53,754.69	$4,046.06	$57,800.75	$56,488.93	$1,150.18
22	$54,357.79	$4,091.46	$58,449.25	$57,137.42	$1,213.68
23	$54,961.90	$4,136.93	$59,098.83	$57,786.99	$1,278.23
24	$55,564.99	$4,182.32	$59,747.31	$58,435.48	$1,343.85
25	$57,180.09	$4,303.89	$61,483.98	$60,172.15	$1,410.53
26	$57,715.18	$4,344.16	$62,059.34	$60,747.51	$1,410.53
27	$58,250.27	$4,384.44	$62,634.71	$61,322.88	$1,410.53
28	$58,785.36	$4,424.72	$63,210.08	$61,898.24	$1,410.53
29	$59,320.45	$4,464.99	$63,785.44	$62,473.61	$1,410.53
30	$59,855.54	$4,505.27	$64,360.81	$63,048.98	$1,410.53
31	$60,390.63	$4,545.54	$64,936.17	$63,624.34	$1,410.53
32	$60,925.72	$4,585.82	$65,511.54	$64,199.71	$1,410.53
33	$61,460.81	$4,626.09	$66,086.90	$64,775.08	$1,410.53
34	$61,995.90	$4,666.37	$66,662.27	$65,350.44	$1,410.53
35	$62,530.99	$4,706.65	$67,237.64	$65,925.81	$1,410.53

	BIXBY PUBLIC SCHOOLS		
	2019-20		
	Longevity Stipends		
	Base	**OTRS**	**Total**
Bachelor's	$437.80	$32.95	$470.75
Master's	$486.44	$36.61	$523.05
Doctorate	$535.09	$40.28	$575.37