

# NEGOTIATED AGREEMENT

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NEGOTIATIONS AGREEMENT  
for  
Broken Arrow Independent School District No. 3  
Tulsa County Oklahoma

This Agreement is made and entered into by and between Broken Arrow Independent School District No. 3, Tulsa County, Oklahoma, and the Broken Arrow Education Association.

ARTICLE I - Scope

- 1-1 The Board and Association recognize that providing a high quality of continuous education for the children of Broken Arrow School District No. 3, Tulsa County, is the paramount objective of the School District, that high morale of the teaching staff is necessary for the best education of the children, and that attainment of this objective requires mutual understanding and cooperation among the Board, Administration and the Teachers. To this end, good faith negotiations between the Board and the Association with a free and open exchange of views are desirable.
- 1-2 The Board is elected by the qualified electors of the School District as the governing body of the School District, and as such, possesses all powers delegated to the Board of Education or to a School District by the Constitution and the Laws of the State of Oklahoma, together with the duties imposed thereby. Except as otherwise prescribed in this Agreement, the Board has the sole and exclusive right to exercise all rights and functions of management. Accordingly, if any provision of this Agreement or application of this Agreement to any teacher covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.
- 1-3 The Superintendent is the chief executive officer of the Board, and as such, administers the affairs and programs of the School District as provided by law and Board policy.
- 1-4 Teachers, administrators, and the Board share responsibility for providing continuous education of the highest possible quality for the pupils of the School District, and all parties recognize that teachers have the major role in direct contact with pupils to accomplish these objectives, as teaching is a profession requiring the possession of specialized educational qualifications.
- 1-5 The Board and the Association affirm they recognize that it is imperative that the teaching staff be held in high professional regard being sensitive to the needs and aspirations of children regardless of achievement level, color, ethnic background, creed, sex, or economic status.

ARTICLE II - Definitions

- 2-1 The term "Teacher" as used in this agreement shall refer to the employees of the school district having the following titles or basic full-time assignments: classroom teacher, special teacher, media specialist, counselor, speech pathologist, school nurse, psychometrist and school psychologist certificated in their basic full-time assignment by the teacher certifying authority for the state of Oklahoma.
- 2-2 The term "Board" as used in this agreement shall mean the Board of Education of Broken Arrow Independent School District No.3, Tulsa County, Oklahoma.
- 2-3 The term "Association" as used in this agreement shall mean the Broken Arrow Education Association.
- 2-4 The term "School District" as used in this agreement shall mean the Broken Arrow Independent School District No. 3, Tulsa County, Oklahoma.
- 2-5 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of Broken Arrow Independent School District No. 3, Tulsa, Oklahoma.
- 2-6 The term "School Year" as used in this Agreement shall mean the period of time designated by the official school calendar, indicating the opening of the schools of the District in the fall through the closing of the schools of the District in the spring, including orientation and work days as established by the Board.
- 2-7 The term "Negotiator" as used in the Agreement shall mean the person or persons appointed by the Board through its executive officer to represent them or the person or persons selected by the Association to represent those persons covered by this Agreement for the purpose of exchanging views, proposals, or counter proposals on matters provided for in this Agreement. They shall have authority to reach tentative agreement and make recommendations to their respective bodies.
- 2-8 The term "party" or "parties" as used in this Agreement shall mean the Board of Education of Broken Arrow School District No. 3, Tulsa County, Oklahoma, or its representatives acting on its behalf, and the Broken Arrow Education Association, or its representative acting on its behalf.
- 2-9 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 agreement that 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 that specifically grants a right to the Association.

The term "Grievance" shall not apply to any matter in which the method of review is prescribed by law or the Board is without authority to act.

- 2-10 The term "Agreement" as used in this Agreement shall mean the procedural agreement and all articles which are subsequently approved and made a part of the Agreement.
- 2-11 The term "Good Faith Bargaining" as used in this Agreement shall mean that the parties negotiating have a desire to reach agreement and make an honest effort to reach common ground through the processes of collective bargaining; wherein the negotiating parties freely and fully present their respective positions and are willing to consider alternate proposals so that a mutually satisfactory agreement can be reached.

### ARTICLE III - Recognition

- 3-1 The Board hereby recognizes the Association as the sole and exclusive negotiating representative of the negotiating unit which consists of the teachers of the school district having the following titles or basic full-time assignments: classroom teacher, special teacher, nurse, media specialist, counselor, speech pathologist, psychometrist, and psychologist certificated in their basic fulltime assignment by the teacher certifying authority for the State of Oklahoma. These full-time employees shall also be members of the negotiating unit whenever they are performing other part-time professionally related duties in addition to their basic full-time assignment for the School District, with those exceptions stated hereafter.
- 3-2 Exempted from the negotiating unit are those persons whose only employment with the School District is on a per diem or hourly basis. Also exempted are those persons designated by the Board to hold positions which it classifies as administrative or supervisory, as well as all school district employees who are not certificated by the teacher certifying authority for the State of Oklahoma.
- 3-3 The provisions in this Agreement are intended to reflect solely on those employees which make up the negotiating unit.
- 3-4 The Board and the Association shall negotiate in good faith on wages, hours, fringe benefits, other terms and conditions of employment and the processing of alleged grievances.

### ARTICLE IV - Severability

- 4-1 The Board and the Association each agree to acknowledge and to comply with those Federal and State statutes or ordinances pertaining to discrimination which are applicable to this Agreement or subsequent agreements negotiated under the terms and conditions of this Agreement.
- 4-2 The Board and Association shall not discriminate in any manner against any person on the basis of race, creed, color, national origin, sex, marital status, or membership or non-membership in any teacher organization.

- 4-3 This Agreement shall supersede any and all items of similar nature in past agreements.
- 4-4 For any direct conflict between the expressed provisions of this Agreement and any Board or Association policy and procedure currently in effect and not incorporated in this Agreement, the provisions of this Agreement shall control.
- 4-5 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Oklahoma

#### ARTICLE V - Procedures

- 5-1 Prior to negotiations, the Board, through the Superintendent, and the Association, through the President, shall each designate in writing the names of not more than five (5) persons who shall serve on their respective negotiating teams and be responsible for negotiations pursuant to the provisions of this Agreement. No more than five (5) shall sit at the table at one time during the process of negotiations. Each party shall also designate the person on their team who will be the chairperson or chief negotiator. If either party finds it necessary to change members of the team during negotiations, they shall so inform the other party in writing. In the interest of providing a situation whereby maximum progress can be made during negotiations, each party agrees to keep changes minimal.
- 5-2 To facilitate the orderly process of negotiations, either party may employ legal counsel for consultative purposes during negotiations sessions. Further, each party may have professional employees of the District and representatives of state and national organizations present during negotiation for consultative purposes. Not more than three (3) consultants per party, both legal and professional, may be present in a given negotiations session.
- 5-3 The Board, through its designated representatives, shall meet with the representatives designated by the Association to negotiate on matters as defined in Section 3-4.
- 5-4 The Board and the Association will bargain non-monetary issues on even years. Monetary issues will be bargained yearly.
- 5-5 If either the Board or the Association identifies a time-sensitive issue(s) which cannot wait to be negotiated during the formal negotiations process, a written request for a negotiations meeting will be submitted by that party and a mutually agreed time will be set. The request will outline the issues to be discussed.

It is the responsibility of the chief negotiator for both the Board and the Association to determine who would be needed to attend these negotiation sessions. It is the intent of this process to make a good faith effort to resolve issues in a timely manner.



- 5-6 Representatives of both the Board and Association Negotiation teams will meet by May 1 of each contract year to exchange areas of concern for formal negotiations and decide upon procedural guidelines for the current bargaining year.

The formal negotiation sessions will be conducted in a concentrated period of time with the understanding that the sessions may be extended by mutual consent of both teams.

A request for formal negotiations shall be presented to the Board by the Association, or by the Board to the Association, no later than April 20 of each contract year. If no request is received on a timely basis, there shall be no negotiations for that year.

- 5-7 If either party objects to the other's proposals, the objecting party must support its objections with rationale.
- 5-8 Negotiating meetings shall be scheduled at times which will interfere least with the teacher work day and the educational program.
- 5-9 It shall be the duty of both parties to negotiate in good faith and timely fashion.
- 5-10 Upon request of either party, and in accordance with the provisions of the open records act, budget reports, and other information, records, data relevant to items being negotiated will be made available for inspection. Copies of reports, as requested, will be provided within a reasonable time. The Association agrees to pay the reasonable cost of preparation and/or copy of reports.
- 5-11 Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.
- 5-12 Tentative agreements reached as a result of such negotiations shall be reduced to writing and presented to the Association for ratification. The Association shall file a written report of its action with the Board, through the superintendent, within ten (10) working days following either the annual reporting date for teachers or receipt of the fact-finding committee report. Absence of a written reply within the allotted time shall constitute ratification by the Association. Following Association ratification, the agreements shall be presented to the Board for ratification no later than the second regularly scheduled Board meeting after receipt of the report from the Association.
- 5-13 Items tentatively agreed to by both groups at the negotiations table, may be implemented by the Board prior to completion of the formal ratification process. Such items and their terms and conditions shall be rescinded if ratification by the two (2) respective groups is not reached.
- 5-14 Negotiations shall begin upon the first meeting between the duly appointed teams. Meetings to discuss ground rules, times, and places shall be considered as negotiations.

5-15 Communications between the Association and the Board which call for a reply shall not be made available to the news media before a reply has been received or a refusal to reply has been clearly indicated. A period of five (5) days from receipt of the communication shall be granted for a reply. In the event the Superintendent feels that Board action is necessary before replying or the Association requires additional time for study before replying, an additional five (5) working days shall be granted before release to the news media.

If either party violates this provision, the communication shall be considered nullified and no action need be taken by the addressee.

5-16 Before final publication of the newly-negotiated and ratified Agreement, the Association will be given the opportunity to proofread the copy.

5-17 The cost of printing and distributing the negotiations agreement will be assumed by the Board of Education.

5-18 The Association and Director of Human Resources will meet following Negotiations each year to determine the number of copies of the Negotiations Agreement which shall be printed. All teachers new to the district shall be given a printed copy of the Agreement. The option of receiving a printed copy of the Agreement will be provided to bargaining unit members at the initial site faculty meeting.

The entire current Agreement will be placed on the Internet. A list of directions for electronic accessibility and the locations of printed copies will be posted in a variety of locations and repeated periodically at each site.

5-19 A committee consisting of two (2) members from each negotiations team shall meet and review the Negotiations Agreement before printing to see that all data is correct.

#### ARTICLE VI - Fact Finding

6-1 If, during the course of negotiations a mutually satisfactory solution to a negotiation issue or issues is not reached, the Board and the Association, through their representatives, will declare in writing that an impasse exists and submit the issue in dispute to fact finding.

6-1-1 The fact-finding committee should consist of three members. One member shall be selected by the representatives of the organization (Association) and one member shall be selected by the Board within five (5) days after the conclusion of negotiations and declaration of items to be sent to impasse. One member shall be selected by the first two members within fifteen (15) days after the selection of the first two (2) members. The member selected by the first two (2) members shall serve as chairperson of the committee.

- 6-1-2 The State Board of Education shall appoint as fact-finders not less than twenty nor more than thirty persons to be placed on the State Superintendent's list of fact-finders. The appointees must reside in Oklahoma, must be neutral and unbiased and must be knowledgeable in the fields of school operations, school finance, personnel management, dispute resolution and hearing procedures. The appointees shall not currently be elected public officers or employees of a board of education or officers or employees of an organization of education employees. No person who is related within the second degree by consanguinity or affinity to an elected public officer, to an employee of the local board of education that is involved in the impasse, or to an employee of an organization of education employees shall be eligible to serve as a fact-finder.
- 6-1-3 An appointee shall serve until such appointee resigns or is removed by the State Board of Education from the State Superintendent's list of fact-finders. ' An appointee must be removed immediately if he or she becomes an elected public officer or employee of a board of education or an officer or employee of an organization of education employees.
- 6-1-4 Within ten (10) days of being notified that a fact-finder is needed, the State Superintendent of Public Instruction or designee shall provide the names of five potential fact-finders selected at random from the list of appointees who are available to serve as a member and the chairperson of the committee. The parties shall select the fact-finder from the five names within fifteen (15) days after receiving the list of fact-finders.
- 6-1-5 It shall be the responsibility of the State Board of Education to establish rules, regulations, training, hearing procedures, and payment schedules to implement the provisions of this paragraph.
- 6-2 Within five (5) days after the selection of the chairperson, the representatives who have been negotiating for the Board and for the organization (Association) shall meet to exchange lists of items submitted to impasse with a statement of the last position of each team and signed by the respective chief of each negotiation team. Copies of the exchanged documents shall also be furnished by each party to the chairperson and other members of the committee.
- 6-3 The costs for the services of the fact-finding committee, including 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.
- 6-4 The chairman shall convene the committee which shall meet with representatives of both parties and have authority to establish procedural rules, conduct investigations, and hold

hearings during which each party to the dispute shall be given opportunity to present its case with supporting evidence.

- 6-5 All hearings by the fact-finding committee shall be conducted in closed session and no news releases shall be made by either party or the fact-finding committee concerning the progress of such hearings.
- 6-6 Within twenty (20) days after the chairperson is selected, the committee shall present written recommendations to the local Board and to the organization (Association). 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 for the organization (Association). The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, representatives 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 good faith effort to resolve the remaining differences; provided, fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.
  - 6-6-1 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.
- 6-7 The fact-finding report shall be advisory only and shall not be binding on the Board or the Association.
- 6-8 The final official action on the report of the fact-finding committee shall be a decision of the Board.
- 6-9 In the adoption of this. policy, the Board hereby declares that nothing contained herein is intended to be construed as to delegate or limit the powers, duties, discretions, and responsibilities of a Board of Education as prescribed by the Constitution and the Laws of the State of Oklahoma. If any provision of this policy, or any application of this policy, shall be found contrary to law, such provisions or applications shall have effect only to the extent permitted by law.

## ARTICLE VII - Selection of Negotiating Unit

- 7-1 Selection of the negotiating unit shall be in accordance with professional negotiations law of the State of Oklahoma.
- 7-2 The Broken Arrow Board of Education shall recognize an employee organization designated by an election of the employees in an appropriate bargaining unit as the exclusive representative of all the employees in such unit. An appropriate bargaining unit in the Broken Arrow School District shall consist of all employees who are required by the position in which employed to be licensed or certified as teachers or entry year teachers and who do not hold supervisory authority with respect to other teachers in the district.
- 7-3 Within seven (7) business days of receiving a sealed packet containing an employee petition filed by or on behalf of thirty-five percent (35%) or more of the employees in a unit, such petition calling for an election to determine which, if any, employee organization represents the employees in the bargaining unit, the Board shall arrange for verification that there are a sufficient number of correct names to constitute at least thirty-five percent (35%) of the employees in the unit. Such arrangements shall include the transmitting of the sealed packet and a list of employees eligible to be included in the bargaining unit to the individual designated pursuant to the provisions of section 7-2 of this article.
- 7-4 The petition calling for the secret ballot election shall contain only the names of employees of the bargaining unit who have signed and dated said petition. The sealed packet shall be opened and the petition shall be verified by an individual designated by the election board of the county in which the school district has its main office. Under no circumstances shall the individual so designated reveal the names of employees who signed or did not sign the petition. If an employee has signed more than one petition, the name of the employee shall be removed from each petition.
- 7-5 The period of time for signing of a recognition petition shall commence upon receipt of written notification by the Board from an organization indicating that it intends to circulate a petition and shall cease thirty (30) days thereafter. Provided, if an organization recognized as representative of a unit for bargaining is being challenged for discontinuation of representation as provided in section 7-14 of this article or is being challenged by another organization seeking recognition, the period for signing shall commence on the first day of February and end on the last day of that same February.
- 7-6 Not less than thirty (30) days nor more than forty-five (45) days after receipt of notification that the petition has been verified as sufficient, a secret ballot election shall be held to determine which, if any, employee organization shall represent the unit. No election shall be held for a unit within which a valid election was held in the preceding two (2) years.

The local Board shall recognize within ten (10) days an organization which, on the effective date of this act, has obtained signed authorization from a majority of the employees eligible to be included in the unit within two (2) years of recognition. An appropriate election ballot shall be printed for this election, which contains the names of all employee organizations having presented a petition verified as signed by at least thirty-five (35) percent of the employees eligible to be in the unit to represent or currently recognized as representing the unit; provided, no such organization shall be shown on the ballot unless the organization pays to the local Board a filing fee of two hundred fifty dollars (\$250.00). The ballot shall also provide an option whereby any employee of the unit may indicate a preference that the unit not be represented by any organization. Every organization that receives at least fifteen percent (15%) of the vote in the election shall be reimbursed the two hundred fifty dollars (\$250.00) by the local Board. The local Board shall use any remaining filing fee money to help offset the cost of the validation process of the petition, if any, as well as any election costs incurred.

- 7-7 When none of the choices on the ballot receives a majority of the votes, a runoff election shall be conducted on the fourteenth day following the first election between the two (2) choices which received the largest number of votes in the preceding election.
- 7-8 The employee organization or organizations and the Board shall, by agreement, determine the method by which each election shall be conducted. All costs incurred in an election shall be shared equally by all parties involved.
- 7-9 If no agreement can be reached within fourteen (14) days prior to the election, the Board of Education shall notify the county election board of the county in which the Board is located of such fact, and the following method for conducting the secret ballot election shall be followed and conducted by the county election board:
- 7-9-1 At the time of such notice, the Board of Education shall provide to the county election board:
- (a) a list of all the polling places for the election, such list to include every middle school or junior high school and the administration office in the district;
  - (b) a list of names of all the teachers eligible to vote in said election, such list to be in alphabetical order and duplicated in such number that there shall be one for each polling place, plus an additional five (5) copies;
  - (c) the name of each organization entitled to have its name appear on the ballot; and
  - (d) the date of the election.
- 7-9-2 Ballots for the election shall be printed by the county election board in the same manner as for other elections conducted by the county election board, insofar as is

possible. The names of organizations shall be listed on the ballot in the order in which said names are furnished to the county election board by the Board of Education. The option specifying that no organization shall represent the employee bargaining unit shall be listed last on the ballot, in such language as may be specified by the Board of Education.

- 7-9-3 The secretary of the county election board shall appoint an inspector, judge and clerk for each polling place. Said inspector, judge and clerk shall be selected from among the regular precinct officials in the county.
- 7-9-4 Polling places shall be open from 7:00 a.m. to 7:00 p.m. on the day of the election. Any eligible person who presents himself/herself to vote no later than 7:00 p.m. shall be entitled to vote.
- 7-9-5 Eligible voters may vote after signing their signatures beside their names on the list of names of all the persons eligible to vote in said election. The voter shall place his/her ballot in the ballot box in the presence of the inspector.
- 7-9-6 Each organization entitled to have its name appear on the ballot shall be permitted to appoint one (1) challenger at each polling place. Each such challenger shall be properly identified as such, and shall be limited to inquiring of a prospective voter, said prospective voter's name, address, job classification and work site. The challenger may challenge the right of any prospective voter to vote by so informing the judge. Upon being so challenged, the prospective voter may vote if, after being informed by the judge of such a challenge, the voter signs his/her signature beside his/her name on the list of names of all the persons eligible to vote in said election. If same occurs, the judge shall write the words "Challenged by" beside the voter's signature.
- 7-9-7 The county election board shall certify the results of the election to the Board of Education on the day following the election.
- 7-9-8 Costs of the election shall be paid to the county election board by the Board of Education. Said costs shall include the regular salaries of the inspector, judge, and clerk, in addition to all other necessary and reasonable costs. Such costs shall include compensation for members of the county election board, including the secretary.
- 7-9-9 Anyone guilty of voting more than one (1) time in said election will be guilty of a misdemeanor and subject to a fine of two hundred dollars (\$200.00) or thirty (30) days in the county jail.
- 7-10 No teacher shall use regularly scheduled duty time for campaign purposes.

- 7-11 A list of the employees eligible to vote in the election including their names, addresses, phone number, job classification and work site shall be provided not less than fourteen (14) days before the election to each organization listed on the official ballot.
- 7-12 No organization which at the time this act takes effect is representing the bargaining unit as a result of having gained recognition on the basis of signed authorization or secret ballot election and is in the process of collective bargaining for the 2011-2012 school year shall be subject to the election provision of this section until collective bargaining for the 2011-2012 school year has ended.
- 7-13 Any local Board or organization challenging the results of any election held pursuant to the provisions of this section shall post with the district court a bond of one thousand dollars (\$1,000.00) which shall be forfeited if the court finds that the challenge is in bad faith.
- 7-14 In any February more than two (2) years after recognition of an organization pursuant to the provisions of this section and upon the receipt of a petition calling for discontinuation of representation signed by thirty-five (35) percent of the employees eligible to be included in the unit, a local Board shall call an election to determine whether the members of a unit wish to discontinue being represented for bargaining. If a majority of the votes cast are votes to discontinue representation, efforts to gain recognition by an organization shall be prohibited for a period of two (2) years commencing with the expiration of the contract then in force. The ballots used in such election shall, without reference to an organization by name, offer the single choice of continued representation or discontinuation of representation.

#### ARTICLE VIII - Duration of Agreement

- 8-1 This Agreement shall become effective immediately after receipt by the Association from the Board of written notice to the effect that the Agreement has been ratified by the Board. The Board, however, shall take no action upon the ratification of the Agreement until it has received written notice from the Association that a majority of the members of the Association have ratified the Agreement.
- 8-2 This Agreement shall continue in effect for successive fiscal years after June 30, 1973, unless notice is given in writing, no later than April 1, by either the President of the Association or by the Board, through the Superintendent, to the other party in accordance with the provisions of the Agreement of its desire to modify, amend, or terminate the Agreement.
- 8-3 Should no notice be given by either the Board or the negotiating representative, this Agreement shall automatically renew itself for another fiscal year and the negotiating representative, by failure to give such notice, shall be deemed to be bound as the successor to the Association by each and all of the provisions of this Agreement.



- 8-4 In the event that the Association disbands or otherwise ceases to exist, this Agreement shall be null and void upon the effective date of such disbanding or cessation of existence.

## ARTICLE IX - Grievance Procedure

### 9-1 Definitions

- 9-1-1 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 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 that specifically grants a right to the Association.

The term "Grievance" shall not apply to any matter in which the method of review is prescribed by law or the Board is without authority to act.

- 9-1-2 An "Aggrieved Person" is the teacher or teachers, or the Association when applicable, asserting a grievance in accordance with the definition above.
- 9-1-3 The "Grievance Committee" of the Association shall be composed of a representative from each school and a designated chairperson.
- 9-1-4 The term "Grounds" when used in this article, shall mean the basis upon which a grievance is being presented or appealed.
- 9-1-5 The term "Days" when used in this article, shall mean "Teacher" work days during the regular school year. At a time other than during the regular school year, the term "Days" shall mean those days during which the administrative offices of the district are normally open.

### 9-2 General Procedures

- 9-2-1. The number of days for the processing of grievances indicated at each level should be considered as a maximum. However, the time limits specified may be extended or limited by written mutual consent.
- 9-2-2 The Grievance Committee is authorized by the Association to act in the processing of those grievances which are referred to the Association by the aggrieved teacher.
- 9-2-3 Nothing contained herein will be construed as limiting the right of an aggrieved teacher to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is

consistent with the terms of the Agreement in existence between the Board and the Association.

- 9-2-4 An aggrieved teacher may be represented at any level of the grievance procedure by a representative of his/her choosing consistent with the terms and provisions of this Agreement. Beyond Level One in the Grievance Procedure the aggrieved teacher/teachers may present depositions of relevant material that would assist in the equitable resolution of the perceived disagreement, controversy, and/or complaint involving a perceived violation or inequitable application of the terms of this Agreement.
- 9-2-5 A grievance initiated by an aggrieved teacher at a time other than during the regular school year shall commence at Level Two, provided the principal or immediate supervisor is not readily available.
- 9-2-6 No grievance shall be recognized by the Board or the Association unless it shall have been presented at the appropriate level within twenty (20) days after the aggrieved teacher knew of the act or condition on which the grievance is based; and, if not so presented, the grievance shall be considered as waived.
- 9-2-7 An aggrieved teacher may withdraw a grievance at any time by notifying in writing the Board's and Association's representatives at the level at which the grievance is being heard. Any such grievance that is withdrawn shall be considered waived.
- 9-2-8 If a grievance affects more than one negotiating unit member at more than one (1) school, the aggrieved teachers, through their designated representative, may submit such grievance in writing to the Superintendent, or his/her designee. The processing of such grievances shall commence at Level Two.
- 9-2-9 When it is necessary at any level beyond Level One for an aggrieved teacher and his/her designated representatives to attend a meeting or a hearing called by the superintendent, or his/her designee, during the school day, the superintendent, or his/her designee, shall so notify the principal or immediate supervisor of such teachers and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- 9-2-10 Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved person shall permit the aggrieved teacher to proceed to the next level.
- 9-2-11 Failure by the aggrieved teacher at any level of this procedure to appeal the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision given at that level.

- 9-2-12 All necessary forms and documents for the filing of grievances, making reports and appeals regarding the alleged grievances, shall be provided to the teacher upon request to the building principal.
- 9-2-13 When a teacher elects to pursue a legal or statutory remedy for any alleged grievance, such an election will bar any further subsequent proceedings for relief under the provisions of the Agreement.
- 9-2-14 All meetings and hearings conducted under the provisions of this Grievance Procedure through Level Three shall be in private and are limited to the grievant and administrator of interest and their designated representative heretofore provided in this Agreement.
- 9-2-15 Recognizing the need to deal with perceived violations or inequitable applications of the terms of this Agreement, the Board will endeavor to act directly and fairly with any teacher/teachers filing a grievance consistent with the terms and conditions of the Agreement.

Hearings conducted at Level Four shall be conducted in open session.  
Participation shall be limited to the parties of interest and their representative.

- 9-2-16 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.
- 9-2-17 The Administrative Procedure currently used by the Broken Arrow Public Schools to process teachers' complaints pertaining to matters not constituting a formal grievance shall be utilized to resolve teacher complaints regarding conditions of work.

### 9-3 Informal Discussion Before Grievance

- 9-3-1 Before a grievance is filed, teachers shall be required to discuss informally the perceived violation of the collective bargaining agreement with their building principal or supervising administrator, with the goal of resolving the disagreement in a manner consistent with terms and conditions of the collective bargaining agreement. No representation shall occur at this level, and no written record, other than the nature of the perceived violation and the date of the meeting shall be made. The administrator will verbally render a decision to the teacher within five (5) working days.

### 9-4 Level One - Principal

- 9-4-1 If the teacher is not satisfied with the disposition of the perceived violation of the collective bargaining agreement by the building principal or supervising administrator in the informal procedure, the teacher may, within twenty (20) days, request a formal grievance hearing with the building principal or supervisory

administrator. This meeting shall be held within fifteen (15) school days of the filing of the grievance unless such time limits are extended by mutual agreement of the grievant and the principal, or supervisory administrator. At this time the aggrieved teacher may (1) designate one Association representative to accompany him/her, or (2) designate one grievance committee representative to speak on behalf of the grievant. The Association representative or Grievance Committee representative may act on behalf of the grievant if it is not reasonably possible for the aggrieved teacher to be present and by mutual agreement of both parties.

Either or both parties may tape the grievance proceeding at Level One and thereafter. The building principal or supervisory administrator may be accompanied by one other representative of the Administration.

Within ten (10) days of the meeting, the principal or supervisory administrator shall communicate the decision in writing to the aggrieved teacher.

If the building principal chooses not to conduct a formal grievance at Level One, the principal or supervisory administrator shall refer the grievance to Level Two.

#### 9-5 Level Two - Superintendent

9-5-1 If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she, or his/her designated representative may file a written appeal with the Superintendent or his/her designee with five (5) days of the decision given at Level One. The appeal shall include a statement of the decision being appealed, the grounds for regarding the decision unacceptable, and the requested course of action. Within five (5) days of receipt of the written appeal, the Superintendent, or his/her designee, will request the principal or immediate supervisor to forward to him/her in writing the decision and rationale given at Level One. A copy will be sent to the aggrieved teacher.

9-5-2 Appeals at this level shall be heard by the Superintendent, and designee, within ten (10) days of the receipt of the appeal. Written notice of the time and place of the hearing shall be given by the Superintendent, or designee, by no later than three (3) days prior to the hearing to the aggrieved teacher and the grievance committee chairperson. Within five (5) days of the hearing, the Superintendent, or designee, shall communicate his/her decision in writing to the principal or immediate supervisor, the aggrieved teacher, and the grievance committee chairperson.

#### 9-6 Level Three - Fact Finding

9-6-1 Within five (5) days of receipt of the decision given by the Superintendent, or his/her designee, in Level Two, the aggrieved teacher, through the Association, may request the issue be referred to a fact-finding committee.

- 9-6-2 The fact-finding committee shall be selected as set forth in this Agreement.
- 9-6-3 The costs for the services of the fact-finding committee, including 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.
- 9-6-4 The procedures for conducting fact finding shall be as set forth in other Articles of this Agreement.
- 9-6-5 Within five (5) days after receiving the report of the fact-finding committee, those persons present at the hearing of appeal at Level Two shall meet to discuss the report and attempt to reach agreement on the grievance.
- 9-6-6 The Board and the Association, through their representatives, may mutually agree to waive the fact finding proceedings set forth in this article.
- 9-7 Level Four - Board
- 9-7-1 Within five (5) days of receipt of the decision given in Level Two and if fact-finding has been waived, the aggrieved teacher, or designated representative, may appeal the decision to the Board of Education. This appeal shall include a copy of the decision being appealed, the grounds for regarding the decision unacceptable, and the requested course of action.
- 9-7-2 If fact-finding has been elected as provided in Level Three, and if the Superintendent and the aggrieved teacher, through the Association, cannot reach a mutually satisfactory adjustment of the grievance as the result of fact finding, the aggrieved teacher, through the Association, may then appeal the issue to the Board of Education. The appeal may be filed within ten (10) days of receipt of the report from the fact finder. This appeal shall include: a copy of the decision given by the Superintendent, or designee, in Level Two; a copy of the report given by the fact-finding in Level Three; the grounds for regarding the decision and the report unacceptable; and the requested course of action.
- 9-7-3 Appeals at this level shall be heard by the Board within twelve (12) days of receipt of the appeal. This hearing may be during a regularly scheduled meeting or at a special meeting called by the Board. Written notice of the time and place of the hearing shall be given by the Board's designee no later than three (3) days prior to the hearing to the aggrieved teacher and the grievance committee chairperson.
- 9-7-4 The Board shall render its decision in writing within ten (10) days after conclusion of the hearing to the aggrieved teacher with copies given to the

principal or immediate supervisor and the grievance committee chairperson. The decision of the Board shall be final.

## ARTICLE X - Conditions of Employment

### 10-1 Conditions of Work

#### 10-1-1 Teacher Workday

- (a) The normal work day for teachers shall be seven and one-half (7.5) hours, including lunch.
- (b) Teachers shall normally be required to report to work no earlier than thirty (30) minutes prior to the beginning of the student instructional day and shall be required to remain no later than thirty (30) minutes after the end of the student instructional day.
- (c) Teachers may be required to attend, either before or after the work day, functions related to the activities of the school including parent conferences, IEP. meetings, and staff meetings.
- (d) If the State Board of Education or Legislature mandates a change in the student instructional day, the teacher work day shall be extended accordingly.

10-1-2 The teacher work year shall consist of not more than one hundred eighty (180) days, or equivalent hours, as follows: one hundred seventy-five (175) days shall be for instruction and five (5) days shall be for professional activities, unless otherwise provided by law and/or regulations of the State Department of Education. In addition, teachers new to the district shall be required to attend two (2) orientation days.

Those teachers who do not complete records and other end-of-the-year check-out requirements within the one hundred eighty (180) scheduled days, or equivalent hours, will be obligated to work extra days until the check-out procedure is completed.

Teachers with extra duty contracts shall work beyond the regular work year whenever necessary in order to fulfill the responsibilities of the extra duty assignment.

Each individual teacher's contract will specify the number of work days required for that teacher's assignment.

Teachers may check out after student dismissal on the last day of student attendance, if check-out responsibilities have been completed. Principals will be

available for teacher check-out at least ninety (90) minutes beyond the end of the defined teacher work day.

- 10-1-3 Individual teacher contracts shall be issued to all teachers within sixty (60) days after the salary schedule has been approved for the current school year. In the event that a delay is necessary, the Association will be notified immediately.
- 10-1-4 Teachers shall be provided access to the School Laws of Oklahoma, the Negotiations Agreement and the Administrative Procedures Handbook. These materials shall be placed in the reference section of the media center at each site. The media specialist shall be responsible for updating the media center copy of the Administrative Procedures Handbook when updates are sent to each site.
- 10-1-5 The Board will endeavor to modify the hours of the school day in order to permit faculty meetings to be held during the regular school day.
- 10-1-6 Principals will provide teachers ample, advance notification of regularly scheduled faculty meetings.
- 10-1-7 Each teacher shall have no less than twenty (20) consecutive minutes each school day for a lunch period during which the teacher shall be given no duties. However, in buildings where staff assignments permit, the building principal will, if possible, provide a twenty-five (25) minute lunch period with no assigned duties.
- After providing all teachers an opportunity for input, the principal of each elementary school shall establish a schedule assigning teachers to lunch periods and to planning periods in an equitable manner.
- 10-1-8 The Board of Education shall direct administrators, where building staff assignments permit, to provide teachers in grades Pre-K through five planning time of at least forty (40) minutes per school day, and each secondary teacher one class period per school day. When time allows, principals will provide teachers with ample, advance notification of known assemblies or special activities that will take place during plan times.
- 10-1-9 Teachers who are directed by the building administrator to use their planning period to supervise instructional classes or when a substitute is not available will be reimbursed at the rate of \$15.00 per period. Teachers will be compensated for a maximum of one (1) planning period per day. Teachers at the Alternative Academy who are required to integrate a second class into their schedule due to unavailability of a substitute will be paid at the rate of a certified substitute.
- 10-1-10 Teachers shall be accountable for the maintenance and completion of all records as required by the Board.

- 10-1-11 Except for lunch period, unassigned time of a teacher shall be devoted primarily to instructional duties.
- 10-1-12 Teachers shall accept non-teaching duty assignments when these duties are deemed necessary for the proper functioning of the school. Such duty assignments shall be held to the minimum number necessary to provide adequate supervision of students as determined by the building principal. After the regular teacher workday, extra-curricular duties will be performed by appropriate teacher volunteers, whenever possible. However, teachers performing duties at athletic events after the regular school day will be compensated according to a rate established by the superintendent.
- 10-1-13 Teachers shall be accountable for school materials, equipment and facilities assigned to them.
- 10-1-14 The Board of Education and the Broken Arrow Education Association jointly recognize the importance of teacher participation in Parent Teacher Association meetings and fund-raising activities. Teachers are expected to attend these activities; however, building principals should be flexible when circumstances necessitate a teacher absence. Prior notice should be given to the principal as early as possible.
- 10-1-15 Teachers will be responsible for the supervision of school property and the supervision of students, when involved in school activities, wherever they may be, at whatever time.
- 10-1-16 Professional improvement of teachers in the Broken Arrow Public Schools shall be the plan developed by the local Professional Development Committee as directed by guidelines of the State Department of Education and adopted by the Broken Arrow Board of Education.
- 10-1-17 During the school year, the Broken Arrow Public Schools Professional Performance Evaluation Program will be used as the evaluation program for teachers not in a supervisory capacity. Continued use of this evaluation program will be subject to negotiations.
- 10-1-18 Neither student nor teacher standardized test results shall be part of the criteria used for the appraisal of teacher performance, unless use of such material is prescribed by statute or by regulations of the State Department of Education.
- 10-1-19 All teachers of Broken Arrow Public Schools will be admitted to home athletic events upon presentation of their (ID) employee badge.
- 10-1-20 In the event a counselor employed by Broken Arrow Public Schools is required by administrative direction to work a day or days beyond the regular school year



of 180 days, the rate of pay shall be 1/180th of the current contracted salary schedule for the affected counselor.

- 10-1-21 District wide student discipline policies shall be compiled into one (1) document to be placed in each building's teacher handbook.

The Safe School Committee at each school site will annually review the site's discipline policies and make recommendations to the principal for consideration. The Safe School Committee will obtain input from the teaching staff prior to developing those recommendations. The minutes of the meetings and the final report will be made available to teaching staff and parents.

If a principal has actual knowledge that a student has been suspended or adjudicated for a weapons or firearms violation with intent to injure, the principal will make a reasonable effort to notify the teachers in whose classes the student is enrolled and security personnel assigned to the building. Any teacher or security officer notified shall keep this information confidential and will not discuss it with others.

- 10-1-22 Each building site will develop a lock down policy. This policy will be communicated to all faculty and staff, and placed in teacher handbook.

- 10-1-23 The Board shall not require that teachers pay for instructional materials from their personal funds.

- 10-1-24 Fee waiver hours are the property of the supervising teacher. Individual teachers are responsible for care and custody of the certificate.

- 10-1-25 No certified staff member shall be subjected to random drug or alcohol testing except in accordance with state or federal law. Suspected drug or alcohol use will be subject to Board policy.

## 10-2 Individual Rights

- 10-2-1 The Board of Education shall designate the official custodian of the personnel records for those teachers employed by the Board. Such records shall remain confidential in accordance with the Statutes of the State of Oklahoma. However, nothing herein shall be construed to prohibit any teacher of the Board from examining his/her own personnel file at any time during normal school hours.

A copy of any derogatory document placed in a teacher's personnel file shall be provided the teacher at the time it is placed in the file. Any teacher shall have the authority, within fifteen 15 working days from the notification, to execute a written response to any such document placed in his/her personnel file.

Any teacher may request in writing that any entry or document in his/her personnel or working file be removed there from. The Board shall make the final decision as to whether to grant said request. In making this determination, the Board will use the employee's number rather than name in any decision and vote by the Board related to removal of documents placed in the personnel file. The working file is a hard-copy file in a location designated by the principal.

Automatic expungement of personnel files may be requested yearly, for any item five (5) years old or older, excluding evaluations and documented, investigated cases of sexual misconduct. All documents placed in the personnel file or working file must be dated.

Expunged material will include successfully completed growth plans at the end of five (5) years.

No material contained in the working file which is five (5) years old or older shall be moved to the personnel file and used as a basis for job action against any member of the bargaining unit.

10-2-2 The following procedures will be recognized by the Board and Association in dealing with teacher due process. A principal may repeat any level or enter the process at any level deemed necessary.

A. Verbal counseling is a term used when a principal has a one-on-one discussion with the teacher concerning a situation which requires correction.

B. Written reprimand is a written notification for a teacher to change a behavior in an area defined by the administrator. Failure to change or improve in the area defined could result in a plan of improvement and/or an admonishment. A written reprimand will be included in the principal's working file and a copy given to the teacher. No signature of the teacher is required, and no representation is required at this level.

C. When an administrator who has the responsibility of evaluating a teacher identifies poor performance or conduct that the administrator believes may lead to a recommendation for the teacher's dismissal or non-reemployment, the administrator shall:

1. Admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
2. Establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the nature and gravity of the teacher's performance or conduct.

10-2-3 Teachers shall have an opportunity to review the material contained in the principal's working file. Request to review said material shall be made to the

principal in writing by the teacher. The principal shall make the material available to the teacher within two (2) working days following receipt of the request.

10-2-3-1 Any teacher shall have the authority, within fifteen (15) working days from the date they are aware of an admonishment or reprimand contained in the working file, to execute and attach a response to the admonishment or reprimand.

10-2-4 When an investigation is initiated because of a student or parent complaint, the teacher will be notified as soon as possible of the investigation. The teacher will also be notified of the basis for investigation.

It is a goal for the investigative meeting to be conducted one (1) on one (1). However, if during the investigative meeting, the administrator has representation, then the teacher shall be entitled to have a representative present.

10-2-5 A written admonishment shall be communicated to the teacher within five (5) working days of the principal's awareness of the incident unless there is an ongoing investigation. If an admonishment is warranted, it will be given within five (5) working days of the end of the investigation.

If the teacher is not available within the time limits, the admonishment may be mailed to the teacher by certified mail, return receipt requested or delivered to a representative of the teacher's choice.

If the principal is not available within the time limits, the administrator may be represented by another administrator or the meeting rescheduled at a mutually agreed upon time.

Both parties should make a good faith effort to comply with the stated time limits.

10-2-6 When any teacher is required to attend a conference with an administrator in which the teacher will receive a formal written admonishment which could lead to dismissal or termination, and/or when correspondence from the supervisor to the teacher will be placed in the permanent (Department of Human Resources) personnel file, the teacher shall be provided reasonable, prior, written notice of the time and nature of the conference. The teacher and the administrator shall each be entitled to make a tape recording of the conference and/or have a representative of their choice accompany them, who, if desired, would be allowed to speak for either party at the conference.

When an association representative is requested for any teacher-administrator conference, the meeting will be held at a mutually agreeable time within three (3) working days of the notification of the need for a meeting.

This does not relate to investigations.

10-2-7 Nothing in this section shall diminish the right of the district to suspend teachers as authorized by statute.

10-2-8 The Board of Education shall provide professional and tort liability protection of teachers who are employed by the district, within statutory limitations.

### 10-3 Committees

10-3-1 When a district-wide insurance, calendar, student discipline or teacher dress code committee is formed, teachers shall be among those appointed as committee members. The Board will also designate a number of Association representatives to serve on a committee and the Association will select those representatives.

10-3-2 The Association shall participate in the formation of the school calendar through membership on the calendar advisory committee, according to Board of Education policy entitled "School Year Calendar Development and Approval Plan."

10-3-3 In the event a Student Discipline Committee is formed to review district-wide student discipline policies, teachers shall be represented on this committee.

10-3-4 The dress code for teachers in the district shall be that established by the Board; however, this code is to provide for male teachers to perform professional duties without wearing a necktie.

Beginning with the 1991-92 school year, and every third year thereafter, if requested by the Board or the Association, a district teacher dress code committee shall review the district dress code and may recommend changes to the Board.

### 10-4 Employment Provisions

10-4-1 Vacancies that occur in certified positions will be posted at each building site in a conspicuous location. This location must be used exclusively for job postings. Any vacancy that occurs within five (5) days of the first day of instruction may be filled after posting the position for forty-eight (48) hours. Posting of vacancies in the summer months will be on the bulletin board in the Education Service Center. Such notices will clearly set forth the position, site, closing date and certification required. Within five (5) calendar days, exclusive of official holidays and school breaks, following the initial posting of the vacancy, any teacher who desires to fill such a vacancy shall file a Request for Transfer with the Executive Director for Human Resources.

Vacancies in the position of department chairperson shall be posted on the teacher bulletin board in the building in which the vacancy occurs following the five (5)

calendar day guidelines stated above in this section. Application for said position shall be made to the building principal and eligibility is limited to the teachers of the affected building.

All extra duty positions which are limited to one site will be posted at that site or communicated by memorandum or announcement to all affected faculty. Amount of stipend will be stated.

All extra duty positions which might be filled by a teacher from another site will be posted district wide. Amount of stipend will be stated. Building principals will notify the Department of Human Resources when a district posting is required.

Teachers desiring to transfer to another position not addressed in the first paragraph of this section should file a Teacher Request for In District Transfer form expressing that desire to be held on file with the Department of Human Resources (see Section 10-4-2)

10-4-2 Assignment, transfer and promotion of personnel is a management function vested exclusively in the Board of Education. The Board grants to the superintendent of schools the authority to assign and/or transfer personnel.

Transfer and/or reassignment of teachers will be decided on the basis of the needs of the school district, the qualifications of teachers, and, when appropriate, the teacher's expressed desires. When it is not possible to meet all three (3) conditions, teachers will be transferred and/or reassigned at the direction of the Superintendent in the best interest of the school district, to an assignment where administration feels the teacher can most appropriately serve.

Favorable consideration will be given to qualified applications among current teachers of the school district when vacancies exist in new or existing positions.

Transfer of teachers, when practical, will be made on a voluntary basis by request of the teacher. Requests for voluntary transfer and/or reassignment shall be submitted at the earliest opportunity. Requests will remain on file and effective until August 31 of each year, and will then be destroyed. It is the responsibility of the teacher to submit a new request after August 31 of each year, or call the Department of Human Resources before September 1 each year, to renew the current transfer request. The following guidelines shall apply to a request for voluntary transfer and/or reassignment.

10-4-2-1 The teacher shall file a written request with the Department of Human Resources, submitted first to the building principal for review and recommendation. Request forms may be obtained from the building principal or Department of Human Resources.

- 10-4-2-2 The request shall state the grade and/or subject desired, the school or schools to which transfer is requested, the certification and other qualifications of teacher for the requested position, and the reason for the requested transfer.
- 10-4-2-3 Upon receipt of the transfer request, the building principal will review the request, make appropriate recommendations and comments, and forward the request to the Executive Director for Human Resources.
- 10-4-2-4 The Executive Director for Human Resources will review the request and send the request for recommendation to the principal of a building in which a vacancy exists.
- 10-4-2-5 A transfer request which has approval recommended by both the sending and receiving principal will be given priority consideration by the Executive Director for Human Resources when a vacancy exists.
- 10-4-2-6 The final decision on the disposition of a teacher transfer request, shall be that of the Executive Director for Human Resources.
- 10-4-2-7 If a teacher's request for transfer is denied the teacher may submit a request for transfer the following year which will be given consideration under the provisions of this section.
- 10-4-2-8 A teacher who has requested a transfer will be granted an interview for at least one opening for which they are certified each year. Individual principals will not be required to interview the same candidate more than once in a three (3) year period. If there is only one (1) opening for which the teacher is certified and this opening is in a building where the principal has interviewed the candidate within the three (3) year period, the candidate will not be guaranteed an interview for that position.
- 10-4-3 In the event that intra-district transfer of teachers among buildings become necessary, these guidelines will be followed:
- 10-4-3-1 Transfers resulting from balancing staff with student enrollment will be posted at the site requiring a loss of staff. Volunteers will be sought to transfer to the new site. If there are no volunteers, the following sections of this article will apply.
- 10-4-3-2 Positions to be eliminated will be the deciding factor in reduction of building staff rather than giving prime consideration to individuals who occupy certain positions. In all cases,

preservation of the education program and the welfare of students will be paramount in determining positions to be eliminated and personnel to be transferred.

10-4-3-3 Beginning thirty (30) days after the start of each school year the affected teacher or teachers, shall be given ten (10) actual days notice of a proposed intra-district transfer. During the summer months the Board will effect transfers for the ensuing school year using qualified volunteers, if available, unless the volunteer occupies a specialty where he/she cannot be replaced. In the event of a disaster, requiring the closing of a building, the Board may bypass the required notice.

10-4-3-4 The teacher shall be transferred according to the following criteria:

1. Employee's area of certification.
2. Length of service in Broken Arrow schools.
3. Length of service in particular building.
4. Date of hire in the district.
5. By lot.

10-4-3-5 If the established procedure of transferring teachers is not considered in the best interest of the educational program and students, the teacher(s) to be transferred will be decided in a conference between principals of the schools involved and the Executive Director for Human Resources, during which consideration will also be given to the length of service of the teachers(s) in the current building assignment(s).

10-4-4 The Board is responsible for the establishment and maintenance of the highest quality education program possible. It also must employ and maintain the best staff possible to execute its legal and moral responsibilities to the community, the parents, and the students. Accordingly, if the need to reduce staff is determined and if authorized by the Board, the following guidelines are established as a fair and equitable procedure:

10-4-4-1 The initial factor in reducing staff will be determining the academic positions or programs to be eliminated, without regard to the individuals who occupy the positions or serve in the programs.

10-4-4-2 The Board will attempt to reduce staff first by normal attrition, and second by procedures based on certification, length of service and professional competency. (All references to competency in this document shall refer to the performance ratings of the teacher on the formal evaluations for the current and two preceding school years.)

10-4-4-3 In accordance with the provisions above, the process of selecting those teachers occupying eliminated positions to be released is as follows:

- a. Licensed/Resident teachers assigned to positions which have been eliminated will be released first.
- b. Probationary teachers assigned to positions which have been eliminated will be released second. However, if a probationary teacher is certified and qualified in a retained position held by a licensed teacher, the probationary teacher will be reassigned to that position, and the licensed teacher will be released.
- c. Career teachers assigned to positions which have been eliminated will be released third. However, if a career teacher is certified and qualified in a retained position held by a licensed or probationary teacher, the career teacher will be reassigned to that position, and the licensed or probationary teacher will be released.

10-4-4-4 If more than one (1) certified and qualified teacher is being considered for release from an eliminated position, the following criteria, in the order stated, will be used to determine which of the teachers will be released.

#### Certification and Seniority

- (1) Certification in a teaching position which is being retained. A teacher with standard certification for the retained position would be retained over a teacher with provisional certification, and a teacher with provisional certification will be retained over a teacher with temporary certification.
- (2) Seniority, which is defined as: Length of continuous, full-time, contracted employment as a teacher in the district, beginning on the date the teacher first reported to work.



- (3) If seniority is the same, the date the Board approved the employment of the teacher will be the deciding factor.
- b. If certification and seniority are the same, according to the above criteria, the determining factors, ranked in order of importance, are:
  - (1) Total years of teacher experience.
  - (2) Academic degree status.
  - (3) Years of teaching experience in the retained position.
  - (4) Competency rating on formal evaluations.
- c. If all of the above criteria are equal, selection of teachers to be released will be determined by lot, in the presence of the affected teachers.

10-4-4-5 It is the responsibility of teachers identified for release to initiate requests for consideration of reassignment to retained positions.

10-4-4-6 Teachers released through staff reductions will be offered reemployment for a period of two (2) years, if qualified and certified in the area of need, in reverse order of release. Released career teachers who meet the above requirements will be recalled before released probationary teachers in the same teaching area are added to the staff, and released probationary teachers who meet the requirements for recall shall be recalled before licensed teachers in the same teaching area are added to the staff.

10-4-4-7 The Department of Human Resources will maintain records of those teachers released through reduction in force for recall purposes for a period of two (2) years after the date of release. It shall be the responsibility of the released teacher to keep the Department of Human Resources informed of any changes in personal or professional information.

10-4-4-8 All seniority and benefits to which a teacher was entitled to at the time of his/her release, including accumulated leave, will be restored to the teacher upon his/her recall to active employment.

10-4-4-9 When a reduction in force has been authorized by the Board, a seniority list will be supplied to the Association. This list shall

include each teacher's name, building site assignment, subject area assignment, areas of certification, and seniority.

10-4-4-10 The Board shall reserve the right to retain ten (10) percent of teachers holding extra duty assignments when it is determined that release of those teachers would severely limit or eliminate those programs to which the teachers are assigned. Teachers identified for release in accordance with the provisions of this document who are certified and qualified for the extra duty assignment of another teacher may displace that teacher.

#### 10-5 Payment Procedures

10-5-1 Teachers will be provided the opportunity to utilize direct deposit for their payroll payments.

10-5-2 Any teacher whose assignment provides for less than two hundred (200) days annual contract and for the receipt of payroll payments during summer months (June, July, and August) shall have the option of receiving all three (3) of those payments on the June pay date.

#### 10-6 Teacher Leave Benefits

10-6-1 Sick leave records shall be kept by the Department of Human Resources and shall be considered final.

10-6-2 Each teacher upon retirement from the teaching profession at age sixty-two (62), or when a combination of creditable years of service and age total eighty (80) for those teachers hired before July 1, 1992, or a combination of creditable years of service and age total ninety (90) for those teachers hired on or after July 1, 1992, with ten (10) consecutive years of service with the Broken Arrow Public School System immediately prior to retirement shall be paid at the rate of pay of a certified substitute per day and one-half the daily rate of pay for a certified substitute per half day to a maximum of one hundred twenty (120) days for accrued sick leave. Payment for a maximum of one hundred twenty (120) unused sick leave days shall be paid to all teachers who meet the above criteria.

10-6-3 A sick leave bank shall be established by the Board for the benefit of teachers. The Association shall participate in the establishment and operation of said bank. Nothing in this section, however, will necessarily preclude the eligibility of other district employees for participation in the sick leave bank.

10-6-4 In compliance with Public Law 95-555, teachers in District Three of Tulsa County may use accumulated sick leave for maternity purposes.

10-6-5 Teachers assigned to less than full-time positions shall have the privilege of purchasing medical and life insurance in accordance with the guidelines as established by the Board of Education.

10-6-6 Extended leave of absence may be granted to career teachers for one (1) year and may be renewed upon written request as shown: (a) personal illness may be extended two (2) years; (b) caring for sick member of immediate family - no extension will be granted; (c) further study - may be extended two (2) years; (d) public office may be extended for term of office; (e) office in state, local, or national association - may be extended for term of the office; (f) temporary disability leave, may be extended two (2) years. Further, personal illness and temporary disability leave may be granted to probationary teachers.

(a) Leave: All regularly appointed full-time teachers may be granted temporary disability leave up to two (2) years without pay or increment when requested in writing.

(b) Adoption: Regularly appointed teachers shall be granted a leave for adoption of a child up to two (2) years without pay or increment.

10-6-7 Leave regulations governing teachers shall be those which are contained within the Teacher Leave Benefits for Professional Educators of the district.

## 10-7 Association Rights and Privileges

10-7-1 Any expenses incurred by the Board in performing Association business, including personnel or materials cost, shall be reimbursed by the Association on an actual cost basis. However, two (2) copies of the Board agenda shall be provided to the Association at no cost to the Association.

Association officers and members shall not use school equipment, time or materials of the Board in the transaction of Association business, except when approved in advance, by a representative of the Board.

10-7-2 Space not exceeding twelve (12) square feet shall be designated by the building principal on a bulletin board in the teachers' lounge or other mutually agreeable location for the display of official Association materials. Should a bulletin board not be available in the teachers' lounge of a particular building, the school maintenance department shall install one not to exceed twelve (12) square feet in size. Materials may be displayed without prior approval but shall be limited to official Association business and shall exclude materials of a religious, commercial or personal nature. Materials of a political nature shall be limited to general campaign information submitted by candidates running for office in the local, state or national Association.

Association meetings involving attendance by teachers of only one building may be arranged with the building principal, held in an area designated by the principal and conducted outside the official teacher workday. Morning meetings shall not commence prior to 7:00 a.m. in secondary school buildings and 8:00 a.m. in elementary school buildings and shall be concluded no later than the official daily work reporting time of teachers at that building. Afternoon meetings shall not commence prior to the official daily work ending time of teachers at that building and shall be concluded no later than 4:00 p.m. in secondary school buildings and 5:00 p.m. in elementary school buildings. Association meetings involving attendance by teachers from more than one building shall be scheduled in accordance with school district policy governing the use of facilities. Materials may be distributed by the Association at said meetings without prior approval of the superintendent's office.

The Broken Arrow Education Association is authorized to use the inter-school mail delivery and mail boxes for official communication of Association business among members of the negotiations unit.

The officials of the Association desiring to use the inter-school mail delivery and mail boxes for this purpose shall be required to obtain the prior approval for such use from the Superintendent of Schools. However, such approval shall not be unreasonably withheld.

Provided further, that use of the inter-school mail delivery and mail boxes for communication of Association business among officials of the Association is authorized without the requirement to obtain prior approval.

If a daily or other periodic bulletin exists at any building, the Association shall be allowed to place announcements related to Association business in the bulletin. The Association will follow the guidelines established by the building principal related to the format of announcements and time lines for submission.

10-7-3 Use of electronic mail (e-mail) is prohibited for collective bargaining activity except that Association officers and building representatives may distribute information to each other by e-mail consistent with current inter-school guidelines.

10-7-4 An Association Representative shall be given time at the end of each building faculty meeting for the purposes of making announcements relative to Association business.

10-7-5 The Association shall be allowed to have an informational display table in a location designated by the administration which is in the immediate area of the general session held at the beginning of the school year. The purpose of this table will be to provide informational material that may be picked up by teachers as they enter or exit the general session.

10-7-6 When a fact-finding committee meeting, for the purpose of resolving items submitted to impasse during the regular negotiations sessions, is mutually scheduled during the normal teachers work day, up to five members of the Association negotiations team may be granted administrative leave from regular duties without loss of pay for up to one day to participate in the proceedings of the fact-finding committee. Request for such leave shall be submitted to the Executive Director for Human Resources on the Certified Personnel Leave Request form.

10-7-7 For the purpose of access to members of the bargaining unit, the Association's president, chief negotiator, and grievance chairperson may use the non-student times before school, after school, and during the lunch time to communicate with members. Leaving the building for this purpose shall not be permitted before classes begin. The OEA representative may deliver items for teachers at the building office and contact BAEA members during the same designated time. The president of the Association will be exempt from extra duty during these times. Lunch and planning periods for the president and grievance chairperson will be scheduled consecutively.

## ARTICLE XI - Personnel Leave Regulations

### 11-1 Leave With Full Pay (Substitute Provided)

The Board of Education will pay the cost of a substitute teacher and will not deduct any portion of the teacher's salary in cases where the teacher is absent from his/her duties due to reasons covered in the following types of leave: sick leave, funeral leave, personal business leave, school business, temporary disability (sick leave), temporary leave (jury duty, short term military duty, legal proceedings except when teacher is the defendant or plaintiff).

#### 11-1-1 Sick Leave

11-1-1-1 Sick leave benefits provided by the school district are strongly endorsed by the Board of Education and the administration as a desirable and necessary concept for the purpose of providing a degree of individual and family security during times of illness.

11-1-1-2 Each teacher is entitled to sick leave of ten (10) working days at full pay for each school year of service in the Broken Arrow Public Schools. Sick leave days will accrue annually at the rate of ten (10) days per year with the full ten (10) days available to the teacher at the start of the school year.

11-1-1-3 The right of each teacher to sick leave shall vest at the beginning of the school year.

- 11-1-1-4 Absence of a teacher on sick leave or vacation shall be considered as time served. Unused sick leave will accumulate from year-to-year as long as the teacher remains continuously in the service of the Broken Arrow Public Schools. However, the maximum accumulation sick leave credit at the end of each fiscal year shall not exceed one hundred twenty (120) working days.
- The district will also maintain records of days above the maximum accumulation of one hundred twenty (120) days. The report of unused days will be reported to Oklahoma Teacher Retirement System at the request of teacher.
- 11-1-1-5 Accumulated sick leave credit will be reduced by one day for each day on which the teacher is absent for reasons covered by the sick leave policy.
- 11-1-1-6 A teacher may use accumulated sick leave because of personal illness or illness in his/her immediate family as hereinafter defined.
- 11-1-1-7 The *term immediate* family is defined to mean husband, wife, son, daughter, mother, father, corresponding in-laws, or a relative that resides permanently in the home.
- 11-1-1-8 Teachers may apply for sick leave for family illness when adopting a child four years old or under. Leave for adoption purpose shall be charged to sick leave and may be extended up to six (6) weeks, within the limits of the teacher's accumulated sick leave. When applying for sick leave for this purpose, procedures outlined in section 11-1-5 (Temporary Disability Leave) of the Negotiations Agreement should be followed. If both parents are employed by the district, they may share the six (6) week leave period on a cooperative basis; however, only one (1) parent may be absent from work at a given time during the period.
- 11-1-1-9 Teachers are encouraged to schedule doctor appointments outside the school day.
- 11-1-1-10 Teachers may be released by the building principal to keep scheduled doctor and dental appointments after students are dismissed at the end of the school day.
- 11-1-1-11 Sick leave earned during one (1) fiscal year cannot be used for reimbursement of days deducted in any previous years.

- 11-1-1-12 In order that maximum benefits may be provided to all teachers in time of valid need, it is imperative that controls be exercised to avoid the misuse of sick leave.
- 11-1-1-13 A teacher who attempts to take unfair advantage of sick leave benefits shall be subject to dismissal or other disciplinary action as provided by the agreement.

Appropriate evidence concerning cause of absence will be submitted to the principal, immediate supervisor, or the Executive Director for Human Resources upon request, particularly at the following times:

- a. On days of unusual or inclement weather.
- b. On days immediately preceding or immediately following holidays or non-work days other than the weekends.
- c. During the last four weeks of employment.

11-1-1-14 Appropriate evidence may include the following:

- a. A physician's statement endorsed by the teacher.
- b. Teacher statement endorsed by the principal or immediate supervisor.
- c. Copies of claim submitted for insurance benefits.
- d. Other information as may be indicated by the circumstances.

#### 11-1-2 Funeral Leave

- 11-1-2-1 A maximum of five (5) days leave shall be allowed in case of the death of a child, husband, wife, mother, father, or corresponding in-laws or corresponding step relatives; and three (3) days shall be allowed in case of the death of a sister, brother, grandparents, or corresponding in-laws or corresponding step relatives.
- 11-1-2-2 A maximum of one (1) day shall be allowed in case of the death of an aunt or uncle.
- 11-1-2-3 Funeral leave may be taken any time within thirty (30) days of the death of a family member as defined in 11-1-2-1 and 11-1-2-2. Days do not have to be taken in consecutive order.

11-1-2-4 Two (2) additional funeral leave days per occasion will be granted at the request of the teacher and will be charged at substitute pay deduct.

### 11-1-3 Personal Business Leave

11-1-3-1 All teachers have available up to three (3) days unrestricted Personal Business Leave per year with full pay. In the interest of continuity of instruction, teachers are encouraged to avoid using personal business leave days during the first or last five (5) instructional days of school; before or after school breaks and holidays; during state, district, and/or school-wide assessment events; and on any scheduled professional development days.

In the event that anticipated personal business leave is to be taken, teachers will provide written notification to their principals at least two (2) working days in advance. Notification forms will be available in the principal's office and are available on the intranet. In extreme cases notification of personal business leave may be made by telephone to the principal.

It will be the teacher's responsibility to notify the teacher message center as soon as possible when using such leave.

11-1-3-2 Each school year incentives will be given for non-use of Personal Business Leave.

- a. Teachers will have the option of either rolling over their unused personal business leave days to sick leave or receiving payment at the certified substitute rate for each unused personal business leave day.

11-1-3-3 Two (2) days emergency leave each school year will be granted each teacher at substitute pay deduct. This leave may be used for emergencies that arise as a result of unforeseen and uncontrollable circumstances not covered by other leave. Leave requests will be made to the Executive Director for Human Resources. Types of circumstances eligible for emergency leave are included in but not restricted to the following:

- a. Car trouble or accident.
- b. Household-related catastrophic incidents, e.g., fire, broken water pipe, storm damage, etc.



#### 11-1-4 School Business

- 11-1-4-1 If the principal and the teacher reason that a school sponsored activity or some activity sponsored by the school system requires that a teacher be away from his/her regularly assigned duties either as an individual or with students, a substitute may be provided.
- 11-1-4-2 A request from a teacher should be submitted through the principal to the Assistant Superintendent for Instructional Services. The Assistant Superintendent for Instructional Services will respond in writing approving or disapproving the request.
- 11-1-4-3 Prior approval is required.

#### 11-1-5 Temporary Disability Leave (Sick Leave)

- 11-1-5-1 Temporary Disability: When a teacher becomes temporarily disabled, whether due to physical, emotional or mental cause, and is unable to perform his/her duties during the period of disability, he/she may be granted temporary disability leave. Such leave shall include, but not be limited to, childbirth, surgical procedures, or non-emergency hospitalization.
- 11-1-5-2 Reporting: A doctor's statement shall be provided by the teacher stating the exact date the temporary disability began or will begin; the nature of the disability; and, the expected length of the disability.

It is the responsibility of the teacher to give written notice to the Department of Human Resources when the teacher learns of the anticipated disability. A doctor's statement shall be filed with the written notice confirming the anticipated temporary disability and shall specify the projected beginning and ending dates of the disability leave, the nature of the disability and the expected length of the disability.

- b. In all cases of temporary disability leave, the teacher must file a monthly report from the teacher's physician stating the time the employee will be able to resume his/her teaching duties. The Executive Director for Human Resources will then determine whether the teacher is able to be given an alternate work assignment.
- 11-1-5-3 Terms of Duty: Continued active duty of the teacher who has applied for temporary disability leave will be possible as long as

the teacher's physical effectiveness is satisfactory as determined by the individual and his/her doctor.

- a. When applying for temporary disability leave a notice of the last day of service shall be submitted by the teacher not less than two weeks prior to that date. This projected date shall be no later than one day prior to the date the anticipated disability is expected to commence as stated in the letter from the teacher's physician confirming the anticipated disability.
- b. This notice of anticipated disability shall be final and in full effect on the projected date; however, if the individual situation warrants, an amended letter from the physician may be filed changing the date provided the amended letter stating a new date is received by the Department of Human Resources before the previously specified two (2) week period begins.
- c. The teacher will not be permitted to work beyond the stated last day of service.

- 11-1-5-4 Return to Duty: The teacher shall resume the duties assigned to him/her on the ending date of the temporary disability leave as specified in the physician's statement, except that the leave may be extended for an additional period provided the teacher's physician files a medical report that the employee continues to be temporarily disabled due to the original condition and specifies a new termination date for the temporary disability.
- 11-1-5-5 Expiration of Leave Provisions: Leave provisions for anticipated temporary disability will expire at the end of the current school year.
- 11-1-5-6 Extended Leave of Absence: A teacher who remains unable to perform his/her assigned duties after sick leave has expired shall apply for extended leave of absence under the provisions of the leave policy of Broken Arrow Public Schools, if otherwise qualified.
- 11-1-5-7 Noncompliance: When a teacher fails to comply with the policy requirement for leave, he/she will be placed on automatic leave of absence without pay.

### 11-1-6 Temporary Leave

- 11-1-6-1 Broken Arrow Public Schools shall provide temporary leave with pay for the time necessary for short term military duty; jury duty; appearance in legal proceedings affecting the employment, the school, the system; or other legal proceedings as required by law, except those in which the teacher is the defendant or plaintiff.
- 11-1-6-2 A copy of official orders must be submitted with the request for military leave.
- 11-1-6-3 Teachers who find it professionally impractical to serve on jury duty may request to be excused by filling in the section provided on the back of the summons. The summons should then be submitted to the building principal for further action.
- 11-1-6-4 A teacher should not consider himself/herself excused from jury duty until the request has been approved by the court.
- 11-1-6-5 Written requests should be submitted to the Executive Director for Human Resources after being initialed by the principal.
- 11-1-6-6 Prior approval is necessary.

### 11-1-7 Administrative Leave

Administrative leave may be granted up to two (2) hours per request at the discretion of the building principal. The teacher requesting the leave will be responsible for arranging coverage of classes and informing the building principal. No substitute will be provided or paid by the Board for teacher using administrative leave. This leave may be used for medical appointments, but only at the end of the school day.

## 11-2 Leave With Partial Pay (Substitute Pay Deduct)

### 11-2-1 Professional Leave

- 11-2-1-1 Teachers may be granted leave each academic year for the purpose of: (1) attending an instructionally-related professional meeting in which the teacher holds an office; (2) attending an instructionally-related professional meeting during which the teacher is scheduled to present a topic or conduct a workshop when said instructionally-related meeting has been previously approved by the Instructional Division of Broken Arrow Public Schools.

- 11-2-1-2 Such leave shall be limited to five (5) days per academic year per teacher. While on such leave the teacher shall receive full pay if the Instructional Services Division or Office of the Superintendent has requested the teacher to present a topic or conduct a workshop. The teacher shall have deducted from his/her salary only the amount necessary to pay a teacher substitute if the teacher has requested to present a topic or conduct a workshop.
- 11-2-1-3 To apply for professional leave of this type the teacher shall submit a request on the appropriate form through the building principal ten (10) working days in advance of the intended date the leave is to commence. A copy of an approval statement from the Instructional Division shall be attached to the leave request form. The Executive Director for Human Resources shall respond in writing notifying the teacher of approval or disapproval of the leave request.

#### 11-2-2 Association Leave

- 11-2-2-1 Teachers shall be granted leave each academic year to attend local, state, or national association sponsored meetings when said teacher holds an office or serves as a delegate in a local, state, or national association of the Broken Arrow Education Association. Use of this leave for other meetings not sponsored by the Broken Arrow Education Association, Oklahoma Education Association, or the National Education Association, will be at the discretion of the Association.

When the Association President is requested by Superintendent to represent the district at various functions during the school day, the absence will be charged as administrative leave.

- 11-2-2-2 A total of thirty-five (35) days per academic year shall be provided for Association leave usage for eligible Association officers and delegates. Such leave shall be limited to seven (7) days per academic year per eligible officer and delegate within the thirty-five (35) day total, except that the BAEA president and/or OEA board member shall be permitted to use ten (10) days per year. No more than two (2) eligible Association members shall be absent from the same building on a given day for association leave purposes unless the teaching staff at a particular building exceeds fifty (50), in which case a maximum of three (3) eligible teachers may utilize Association leave. When the Association member is on such leave, the Association will be billed directly at the current rate of substitute pay.

When days in excess of those above are needed, a request may be submitted to the superintendent or designee for approval.

- 11-2-2-3 To apply for Association Leave, the teacher shall submit a request on the appropriate form through the building principal two (2) working days in advance of the intended date the leave is to commence. Prior approval by the Association President must be obtained by the teacher in order to use association leave.

### 11-3 Leave Without Pay (Full Pay Deduct)

- 11-3-1 Should it become necessary for a teacher to be absent for any reason not applicable or approved according to the Board of Education policies for granting leave as outlined in Section 11-1 or 11-2, or absent beyond the number of working days of accumulated sick leave for each day of absence, then the amount of the teacher's daily rate of pay shall be deducted from the teacher's salary.

Requests for leave from regularly assigned duties for the purpose of personal vacation and pleasure trips for the teacher, or to permit the teacher to accompany other members of the teacher's family on such pleasure trips, shall be discouraged. When such trips are approved, they shall be limited to five (5) days and deductions from the teacher's salary shall be at the full daily rate of pay.

Requests will be submitted through the principal to the Executive Director for Human Resources for approval.

Prior approval should be obtained from the principal and the Executive Director for Human Resources.

Whenever it becomes necessary to determine daily rate of pay for a teacher, it shall be computed by dividing the total amount of the annual contracted salary by the number of actual work days specified in the individual teacher contract.

### 11-4 Leave Requiring Prior Administrative Approval

- 11-4-1 All teacher absences except those covered by sick leave, funeral leave, and personal leave, require prior approval through written requests.

### 11-5 Extended Leave Without Pay

Extended leave of absence without pay shall be granted only after the teacher has worked in the school system for at least three (3) consecutive years as a full time contract teacher. Exceptions would be granted in the following cases:

- a. involuntary military service

- b. personal illness
- c. temporary disability

A leave of absence will not be considered for teachers who do not meet the conditions or follow procedures outlined in the policies.

All leaves will be effective on the a.m. of the date requested (resignations will be effective at 4:30 p.m. on the date requested).

Teachers failing to meet the provision of a specific leave shall not be entitled to reinstatement.

Extended leave of absence may be granted to career teachers for one (1) year and may be renewed upon written request, as shown:

- a. personal illness may be extended two (2) years
- b. caring for sick members of immediate family - two (2) years
- c. further study may be extended two (2) years
- d. public office - may be extended for term of office
- e. office in state, local or national association - may be extended for term of office
- f. temporary disability leave - may be extended two (2) years
- g. personal reasons - two (2) years

This leave will not be available to any teacher who takes employment in any other educational institution.

Further, personal illness and temporary disability leave may be granted to probationary teachers.

A teacher who requests an extended leave of absence shall submit a written request for such leave to the Executive Director for Human Resources. Such request should designate the beginning and termination date of requested leave and be filed when possible not less than one (1) month prior to the beginning date of such requested leave of absence.

#### 11-5-1 Personal Illness

- 11-5-1-1 Requests for leave of absence for personal illness, requests to return from such leave, or requests to extend such leave must be accompanied by a physician's statement. A teacher on leave of absence for personal illness will not be permitted to do substitute

teaching. A teacher who becomes pregnant and who is otherwise entitled to a leave of absence shall notify the Executive Director for Human Resources in writing as soon as possible of the projected dates for commencement and termination of leaves of absence status.

#### 11-5-2 Caring for Sick Members of Immediate Family

- 11-5-2-1 Requests for leave of absence to care for sick members of the immediate family must be accompanied by a physician's statement.

#### 11-5-3 Military Service

- 11-5-3-1 All officers and teachers of the state or a subdivision thereof or a municipality therein who are members, either officers or enlisted men of the Reserve Corps of the Army, Navy, Marine Corps, Coast Guard, 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 authorities to active duty or service, be entitled to a leave of absence from 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. (Article I, Sec. 84, School Laws of Oklahoma, 1971)

#### 11-5-4 Further Study

- 11-5-4-1 Leave of absence for further study may be granted for approved courses of study for not less than fifteen (15) hours of credit for the school year. A teacher who fails to comply with this requirement will not be entitled to leave of absence benefits.
- 11-5-4-2 Request for leave of absence for further study submitted after June 30 will not be considered.
- 11-5-4-3 Exceptions may be granted subject to the approval of the Executive Director for Human Resources.

#### 11-5-5 Public Office

- 11-5-5-1 Teachers who have completed at least three (3) continuous years of service in the Broken Arrow Public Schools will be granted, upon request, a leave of absence of up to one (1) year in order to run for public office. If elected, the teacher may return to the Broken Arrow school system after his/her term of office and be reinstated

at the salary step to which he/she was entitled when the leave was granted.

#### 11-5-6 Personal Reasons

- 11-5-6-1 Extended leave of absence for personal reasons may be granted to a teacher without pay upon the recommendation of the Executive Director for Human Resources and the approval of the Board of Education.
- 11-5-6-2 Application for this leave must be filed with the Executive Director for Human Resources prior to the beginning of the ensuing fiscal year (July 1).
- 11-5-6-3 During the leave period, the teacher shall not receive credit for : (1) teaching experience for salary purposes; (2) experience for Oklahoma teacher retirement program; (3) sick leave accrued.
- 11-5-6-4 Premiums on any insurance retained by the teacher during the leave period will be paid by the teacher.

#### 11-5-7 Automatic Leave of Absence

- 11-5-7-1 When a teacher has exhausted his/her accumulated sick leave and twenty (20) days substitute pay deduct, and remains unable to return to work because of personal illness, the teacher will be placed on automatic leave of absence without pay for a maximum of the remainder of the current school year, or for whatever portion of the remainder of the school year.
- 11-5-7-2 If, during the school year, a teacher is unable to perform assigned duties in a satisfactory manner because of temporary disability reasons, according to criteria established in (11-1-5-1), the teacher will be placed immediately on automatic leave of absence without pay for a maximum of the remainder of the current school year or for whatever portion of the remainder of the school year.
- 11-5-7-3 When the regular teacher is placed on automatic leave of absence, a replacement will be assigned to the position for the remainder of the school year or for whatever portion of that time needed to replace the regular teacher.
- 11-5-7-4 The contract services of the replacement teacher will be designated in each such assignment for termination as of the date the regular teacher is able to return.



11-5-7-5 This policy regarding an automatic leave of absence for personal illness in no way changes the policy covering written leave of absence requests for other reasons.

11-5-7-6 An automatic leave of absence is not renewable and will expire on the ending date of the current contract, but in no case later than June 30.

#### 11-6 Return from Extended Leaves of Absence

11-6-1 If a request for a disposition (extension, request to return, or resignation) of an extended leave of absence has not been submitted in writing to the Executive Director for Human Resources prior to April 25 of each year, leave of absence benefits will not be granted and the teacher's folder will be placed in the inactive file and his/her employment terminated.

11-6-2 Should a leave of absence commence during a regular school year and a request for extension is granted, then that portion of the year that the teacher is on leave shall constitute the first full year of the extended leave. In such cases, regulations governing return from leave stated in 11-6-1 shall apply.

11-6-3 Request to return from leave of absence from personal illness (including temporary disability) must be accompanied by a physician's statement.

11-6-4 When a regular teacher is granted leave of absence for less than a full school year, a replacement will be assigned to the position for whatever portion of the school year needed to replace the regular teacher. The contract services of the replacement teacher will terminate on the date the regular teacher is able to return from leave of absence.

11-6-5 All extended leaves of absence expire automatically on June 30 of each year and may be extended in accordance with section 11-5.

11-6-6 If at any time during the calendar year of leave the position of the teacher should be eliminated, he/she shall be returned to a substantially equivalent position.

11-6-7 The Board of Education, in granting a leave of absence for one (1) full year or more, signifies its intention to reemploy the teacher at the end of the leave provided:

- a. there is an existing vacancy for which the teacher is qualified;
- b. the teacher complies with all requirements of his/her reemployment

ARTICLE XII - Miscellaneous

12-1-1 Administrative/clerical services performed by personnel of the Broken Arrow Public Schools shall be performed on a direct cost basis when such services are related to Association business matters. Such costs shall be charged to the individual teacher or Association as a whole, e.g., payroll deduction for membership in professional associations.

12-1-2 Suspension of Teachers

12-1-2-1 Whenever the superintendent of a school district has reason to believe that cause exists for the dismissal of a teacher and is of the opinion that the immediate suspension of the teacher would be in the best interests of the children in the district, the superintendent or the local board of education upon receiving recommendation for suspension from the superintendent may suspend the teacher without notice or hearing. However, the suspension shall not deprive the teacher of any compensation or other benefits to which otherwise entitled. Such suspension shall extend to such time as the teacher's case is adjudicated at a trial de novo for a career teacher but such extension shall not include time for any further appeal process. Within ten (10) days' time after such suspension becomes effective, the local board of education shall initiate a hearing for dismissal pursuant to law. However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the teacher's case is finally adjudicated at trial. Provided, however, such extension shall not include any appeal process. (70-6-101.29)

12-1-2-2 Any teacher who is convicted of a felony offense or a misdemeanor offense involving moral turpitude, will be subject to dismissal by the Board of Education upon recommendation of the superintendent.

12-1-3 Building Conditions

When a teacher is required to move out of his/her classroom, moving assistance will be provided to the teacher and a deadline for the move will be established and communicated to the teacher by the principal.

ARTICLE XIII - Monetary Items

13-1 Teachers Compensation Schedule

13-1-1 The Teachers Compensation Schedule, as shown herein, shall meet or exceed the state mandated salary schedule at all experience and professional improvement steps.

13-1-2 Pay dates for certified staff will be on the twentieth of each month with the following exceptions: If the twentieth is a Saturday, the pay date will be on the previous Friday. If the twentieth is a Sunday, the pay date will be on Monday. If the twentieth is during a holiday, the pay date will be on the last working day before the holiday.

13-1-3 Separate payments will be issued for personal leave incentive and extra duty pay for all non-contracted extra duty.

13-2 Extra Duty Schedule

13-2-1 The 2010-11 Extra Duty Schedule shall be re-titled as the 2011-2012 Extra Duty Schedule and made a part of this Agreement as modified. Compensation for extra duty assignments of teachers is not included in the basic contract. The extra duty contract is an addendum to the teacher's contract since persons serve in special assignment capacities at the discretion of the Board of Education and administration.

Acceptance of extra duty assignments with pay does not exempt a teacher from being asked to assume additional duties without pay at the discretion of the building principal. All extra duty assignments are subject to the approval of the Superintendent of Schools, with ratification by the Board of Education.

EXTRA DUTY ASSIGNMENT 2011-2012	STIPEND AMOUNT	CLASSIFICATION			
		ATHLETICS	ACADEMICS	ACTIVITIES	FINE ARTS
GIFTED - ELEMENTARY	300.00		X		
SPEECH LANGUAGE PATHOLOGISTS	300.00		X		
TITLE I READING / MATH	300.00		X		
ACADEMIC COACH - MS	500.00			X	
CHAMBER ORCHESTRA - MS/IHS/HS	500.00				X
DEPARTMENT CHAIR (1-4)	500.00		X		
DFY (SECONDARY)	500.00			X	
DRAMA - THEATER FESTIVAL MS	500.00				X
INSTRUCTIONAL BUILDING REP - ELEMENTARY	500.00		X		
MATH COUNTS - MS	500.00			X	
MOCK TRIAL SPONSOR - IHS	500.00			X	
GIFTED - ELEMENTARY (GRANDFATHERED)	650.00		X		
CHAMBER ORCHESTRA - HMS/BAHS	750.00				X
CHOIR - ELEMENTARY (5TH GR SELECT CHOIR)	750.00				X
DEPARTMENT CHAIR (5-9)	750.00		X		
DRAMA SPONSOR - MS (PER PRODUCTION)	750.00				X
LEAD MEDIA SPECIALIST (SECONDARY)	750.00		X		
NATIONAL HONOR SOCIETY - HS	750.00			X	
NATIONAL HONOR SOCIETY - IHS	750.00			X	
NATIONAL HONOR SOCIETY - MS	750.00			X	
SAFETY PATROL	750.00			X	
SPIRIT CLUB SPONSOR - MS	750.00	X			
STUDENT COUNCIL SPONSOR - MS	750.00			X	
COUNSELOR - ELEMENTARY / MS LEAD	1,000.00		X		
COUNSELOR - HS / DISTRICT LEAD	1,000.00		X		
DEPARTMENT CHAIR (10-14)	1,000.00		X		
FOOTBALL - AV/COLLEGE RELATIONS COORDINATOR	1,000.00	X			
JAZZ BAND	1,000.00				X
LEAD TEACHER - ELEMENTARY	1,000.00		X		
NEWSPAPER - MS	1,000.00			X	

<b>EXTRA DUTY ASSIGNMENT 2011-2012</b>	<b>STIPEND AMOUNT</b>	<b>ATHLETICS</b>	<b>ACADEMICS</b>	<b>ACTIVITIES</b>	<b>FINE ARTS</b>
SPED LEAD TEACHER - ELEMENTARY	1,000.00		X		
SPEECH / DEBATE COORDINATOR	1,000.00			X	
STUDENT COUNCIL - IHS	1,000.00			X	
TAT MEMBER	1,000.00		X		
BASEBALL - FALL ASSISTANT	1,250.00	X			
DEPARTMENT CHAIR (15+)	1,250.00		X		
GOLF - JUNIOR HIGH GIRLS HEAD	1,250.00	X			
GOLF - JUNIOR HIGH BOYS HEAD	1,250.00	X			
JUNIOR CLASS SPONSOR	1,250.00			X	
KEY CLUB SPONSOR - HS (1)	1,250.00			X	
SPEECH COMPETITIVE - HS	1,250.00			X	
TENNIS - MS BOYS HEAD	1,250.00	X			
TENNIS - MS GIRLS HEAD	1,250.00	X			
DEBATE SPONSOR	1,500.00			X	
LEAD INSTRUCTIONAL TECH TEACHER	1,500.00		X		
NEWSPAPER - IHS	1,500.00			X	
SENIOR CLASS SPONSOR	1,500.00			X	
STUDENT COUNCIL SPONSOR - HS	1,500.00			X	
TAT CHAIRMAN	1,500.00		X		
YEARBOOK / ANNUAL - MS	1,500.00			X	
CROSS COUNTRY - JR HIGH ASSISTANT	1,800.00	X			
CROSS COUNTRY - VARSITY ASSISTANT	1,800.00	X			
SUCCESS CHAIR - ELEMENTARY	1,800.00		X		
SWIMMING COACH ASSISTANT	1,800.00	X			
TRACK - MS ASSISTANT	1,800.00	X			
CHEERLEADING - 9TH GRADE	2,100.00	X			
CHEERLEADING - MS	2,100.00	X			
CHEERLEADING - VARSITY SPIRIT ASSISTANT	2,100.00	X			
CROSS COUNTRY - JR HIGH HEAD	2,100.00	X			
FOOTBALL - ASSISTANT 8TH GRADE	2,100.00	X			
NEWSPAPER - HS	2,100.00			X	
SOFTBALL - 8TH GRADE HEAD	2,100.00	X			
TRACK - MS HEAD	2,100.00	X			
TRACK - VARSITY ASSISTANT	2,100.00	X			

<b>EXTRA DUTY ASSIGNMENT 2011-2012</b>	<b>STIPEND AMOUNT</b>	<b>ATHLETICS</b>	<b>ACADEMICS</b>	<b>ACTIVITIES</b>	<b>FINE ARTS</b>
VOLLEYBALL - 8TH GRADE	2,100.00	X			
VOLLEYBALL - VARSITY ASSISTANT	2,100.00	X			
VOLLYEBALL - 9TH GRADE	2,100.00	X			
WRESTLING - JR HIGH ASSISTANT	2,100.00	X			
YEARBOOK / ANNUAL - IHS	2,100.00			X	
ACADEMIC COACH - HS	2,400.00			X	
BASEBALL - VARSITY ASSISTANT	2,400.00	X			
BASKETBALL - 8TH GRADE HEAD	2,400.00	X			
BASKETBALL - VARSITY OPERATIONS DIRECTOR(B&G)	2,400.00	X			
CHEERLEADING - VARSITY ASSISTANT	2,400.00	X			
CHEERLEADING - VARSITY SPIRIT HEAD	2,400.00	X			
COMPETITIVE CHEER - 8TH GR / 9TH GR	2,400.00	X			
DRAMA SPONSOR - IHS	2,400.00				X
FOOTBALL - ASSISTANT 9TH GRADE	2,400.00	X			
GOLF - VARSITY HEAD	2,400.00	X			
SLOW PITCH SOFTBALL - VARSITY ASSISTANT	2,400.00	X			
SOCCER - VARSITY ASSISTANT	2,400.00	X			
SOFTBALL - VARSITY ASSISTANT	2,400.00	X			
TENNIS - VARSITY HEAD	2,400.00	X			
TIGETTES - 8TH GRADE	2,400.00	X			
TIGETTES - VARSITY ASSISTANT	2,400.00	X			
VOCAL MUSIC - MS	2,400.00				X
ACADEMIC COACH - IHS	2,600.00			X	
BASKETBALL - 9TH GRADE HEAD	3,000.00	X			
CROSS COUNTRY - VARSITY HEAD	3,000.00	X			
FOOTBALL - 8TH GRADE HEAD	3,000.00	X			
SWIMMING - VARSITY	3,000.00	X			
TRACK - VARSITY	3,000.00	X			
VOCAL MUSIC - IHS	3,000.00				X
WRESTLING - NORTH HEAD	3,000.00	X			
WRESTLING - SOUTH HEAD	3,000.00	X			
WRESTLING - VARSITY ASSISTANT	3,000.00	X			
YEARBOOK / ANNUAL - HS	3,000.00			X	
DRAMA COORDINATOR      \$2,100.00	3,080.00				X

<b>EXTRA DUTY ASSIGNMENT 2011-2012</b>	<b>STIPEND AMOUNT</b>	<b>ATHLETICS</b>	<b>ACADEMICS</b>	<b>ACTIVITIES</b>	<b>FINE ARTS</b>
BAND DIRECTOR - MS	3,600.00				X
BASKETBALL - VARSITY ASSISTANT	3,600.00	X			
DRAMA - HS	3,600.00				X
FOOTBALL - 9TH GRADE HEAD	3,600.00	X			
TIGETTE - VARSITY HEAD	3,600.00	X			
BASKETBALL - VARSITY HEAD ASSISTANT	4,200.00	X			
CHEERLEADING - VARSITY HEAD	4,200.00	X			
FOOTBALL - ASSISTANT VARSITY	4,200.00	X			
VOLLEYBALL - VARSITY HEAD	4,200.00	X			
BAND DIRECTOR - IHS HEAD	4,800.00				X
CONCERT BAND CO-DIRECTOR - HS	4,800.00				X
FOOTBALL DEFENSIVE COORDINATOR	4,800.00	X			
FOOTBALL OFFENSIVE COORDINATOR	4,800.00	X			
PERCUSSION SPECIALIST - MARCHING BAND	4,800.00				X
SOCCER - VARSITY HEAD	4,800.00	X			
VOCAL MUSIC - HS	4,800.00				X
STRINGS INSTRUCTOR - IHS / HS	5,100.00				X
BASEBALL - VARSITY HEAD	5,400.00	X			
FOOTBALL - VARSITY HEAD ASSISTANT	5,400.00	X			
SLOW PITCH SOFTBALL - VARSITY HEAD	5,400.00	X			
SOFTBALL - VARSITY HEAD	5,400.00	X			
BAND DIRECTOR / CO-DIRECTOR - IHS PRIDE	6,000.00				X
PERCUSSION SPECIALIST - DISTRICT	6,000.00				X
BAND ASSISTANT / CO-DIRECTOR - HS	7,000.00				X
BASKETBALL - VARSITY HEAD	8,000.00	X			
WRESTLING - VARSITY HEAD	8,000.00	X			
BAND DIRECTOR - HS HEAD	9,000.00				X
FOOTBALL - VARSITY HEAD	9,000.00	X			

EXTENDED CONTRACT COMPENSATION

The following positions require additional days assigned to the regular contract which will be compensated on the basis of 1/180 of the regular contract for each additional day added. This daily rate compensation is in addition to any stipend paid:

Counselor:	Secondary/Elementary
Psychometrist:	Full Time
Department Chairperson:	District-Wide Special Education and Regular Senior High School
Media Specialist:	All Levels

MISCELLANEOUS CATEGORY

Vo-Tech Teacher - 10 months	\$2,000.00
Vo-Tech Teacher - 12 months	\$2,400.00
Vo-Tech Education	\$2,000.00
Special Education	Base Salary + 5%
Clinical Fellowship Year for Certification and CCC	\$500.00

13-2-2 A system of review of extra duty assignments and stipends will be established by the Board and Association to ensure that at least once every three years each position or category is analyzed to determine necessary stipend adjustments. For the 2000-2001 school year, secondary stipends will be reviewed. For the following years stipends will be reviewed using the following rotation: 1st year - Secondary Schools; 2nd year - Athletics; 3rd year - Elementary and Special Education.



13-3 Increment Adjustments

13-3-1 Compensation adjustments for teachers who obtain a Masters or Doctoral Degree will be made twice yearly on August 15 and February 1 of each contract year. An official transcript showing the advanced degree shall be provided to the Human Resources Department by August 15 for first semester adjustments and by February 1 for second semester adjustments. Application for adjustments shall be the responsibility of the teacher.  
Continued use of the August 15 deadline will be subject to negotiations between the Board and Association in 2011-2012.

(Staff development adjustments are made once each year. Request for adjustment based on staff development must be made by August 15 of each year.)

APPROVED:

BROKEN ARROW EDUCATION ASSOCIATION

BROKEN ARROW BOARD OF EDUCATION

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