

*NEGOTIATED CONTRACT  
BETWEEN  
PONCA CITY ASSOCIATION OF CLASSROOM TEACHERS  
AND  
PONCA CITY BOARD OF EDUCATION  
2022-2023*

The Ponca City Board of Education and the Ponca City Association of Classroom Teachers recognize that providing a high quality of continuous education for the students of Ponca City Independent School District No. 71, Kay County, Oklahoma, is the paramount objective of the school district.

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**NEGOTIATED CONTRACT**  
**Between**  
**PONCA CITY ASSOCIATION OF CLASSROOM TEACHERS**  
**And**  
**PONCA CITY BOARD OF EDUCATION**  
**2021-2022**

**I. SCOPE OF CONTRACT**

**1.01 Recognition**

The Board of Education of Ponca City Independent School District Number 71, Kay County, Oklahoma; hereinafter Board; hereby recognizes the Ponca City Association of Classroom Teachers; hereinafter Association; as the exclusive representative for all the Members of the Bargaining Unit whether under contract, on leave, full or part-time, for the purpose of collective bargaining on all matters affecting wages, hours, fringe benefits, and other terms and conditions of employment.

No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any member of the Bargaining Unit or any group of persons within the Bargaining Unit by the employer or any of its agents or representatives, unless it has been made, ratified, and agreed to in writing by the Association and the Board. Any such agreement shall not constitute a precedent in the future enforcement of any terms contained herein.

Unless otherwise indicated, the term, Member of the Bargaining Unit, (when used hereinafter in this Negotiated Contract), shall refer to all employees represented by the Association in the Bargaining Unit defined as all licensed and certified professional personnel of the Ponca City School District, excluding the superintendent, administrators, directors, principals, assistant principals, support staff (including psychologists), and positions which are principally supervisory or administrative. This recognition shall remain in effect as long as the Association is in compliance with current State Law in reference to recognition.

**1.02 Board Rights**

The Association and the Board shall abide by terms of the Procedural Agreement and the Negotiated Contract and all applicable state and federal statutes, rules and regulations. No agreement shall abrogate the legal rights, obligations, and powers of the Board, including its power to make and apply policy or direct the maintenance, operations, and management of the District. However, any policies affecting the terms and conditions of employment shall be subject to negotiations in accordance with subsequent paragraphs of this contract.

Policies, procedures, and guidelines heretofore and hereafter adopted by the Board, and not the subject of an agreement between the parties may remain in full force and effect. No act

of omission shall constitute a waiver of the powers, rights, and duties of the Board.

### **1.03 Duration**

The 2021-2022 Negotiated Contract shall take effect when ratified by both the Association and the Board, and shall be in full force and effect until a successor contract has been put in place pursuant to the provisions of Oklahoma Statutes (§70-18-114.8). Any change in compensation will be retroactive to the beginning of the current fiscal year. This agreement constitutes the entire agreement between parties and supersedes all previous agreements, negotiations, past practices, and oral understandings and may not be modified except in writing.

If the Association desires to negotiate a contract for the 2022-2023 school year, the Association shall notify the Board in writing no later than Monday preceding the April Board meeting. If the Association does not notify the Board of its intent to negotiate a contract for the 2022-2023 school year, the Board shall notify the Association in writing no later than Monday following the April Board meeting of its intent to negotiate.

### **1.04 Contingency Provision**

In the event of a court decision or a change in Oklahoma Statutes that impacts on the budget or efficient operation of the school district, the Board and Association will immediately resume bargaining in order to negotiate conditions or items affected by the change. All provisions of the Negotiations Procedural Agreement will be followed.

### **1.05 Severability**

If any provision(s) of this Contract or any application of the provisions of this Contract to any person(s) is found, by a court of competent jurisdiction, to be in conflict with any federal or state law, regulation, ruling or order, now or hereinafter enacted or issued, such provision or application shall be inoperative but the remaining provisions hereof shall continue in effect. Upon request of the Association or the Board, within fourteen (14) calendar days after such finding(s), the parties shall meet solely for the purpose of negotiating the provision(s) affected.

## **II. PROCEDURAL AGREEMENT FOR COLLECTIVE BARGAINING**

### **2.01 Scope of Bargaining**

The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits and other conditions and terms of employment. To negotiate in good faith shall mean both parties must be willing to consider proposals in an effort to find a mutually satisfactory basis for agreement and must be willing to discuss their respective contract proposals. If either party objects to the other's contract proposal, the objecting party must support its objections with rationale. (§70-509.6)

The Association and the Board shall abide by terms of the Procedural Agreement and the Negotiated Contract and all applicable state and federal statutes, rules, and regulations. No agreement shall abrogate the legal rights, obligations, and powers of the Board, including its power to make and apply policy or direct the maintenance, operations, and management of the District. However, any policies affecting the terms and conditions of employment shall be subject to negotiations in accordance with subsequent paragraphs of this contract. Policies, procedures, and guidelines heretofore and hereafter adopted by the Board, and not the subject of an agreement between the parties may remain in full force and effect.

## **2.02 Procedures**

- A. If either the Board or the Association has notified the other party of its intent to negotiate, the first bargaining meeting will be held by mutual agreement. Prior to the time set for the first bargaining meeting, the Board, through the Superintendent, and the Association, through its President, shall designate in writing the names of not more than six persons who shall serve on their respective negotiating teams. Each party shall also designate the person on their team who will be the chairperson or chief negotiator.
- B. At the first meeting, the Board and the Association may mutually agree to engage in collaborative bargaining. If both parties agree to engage in collaborative bargaining, guidelines for collaborative bargaining shall be collaboratively developed. In addition, both parties will present the list of items they desire to negotiate. If either party does not agree to engage in collaborative bargaining, then both will prepare written proposals to be presented at the next bargaining meeting.
- C. Dates and times of subsequent meetings will be mutually agreed upon. A maximum time limit of three (3) hours will be set for each meeting unless both parties mutually agree to an extension.
- D. Negotiations meetings shall be closed to all except Board and Association negotiations team members and parties mutually agreed to by both teams. No recording or transcription shall be made unless mutually agreed upon by each negotiations team.
- E. Items to be negotiated will not be discussed in open Board meeting until signed tentative agreement has been reached.
- F. An item may be disposed of by one of the following methods:
  - 1. agreement on the item
  - 2. agreement to withdraw the item
  - 3. declaration of impasse
- G. Tentative agreements reached as a result of such negotiations shall be reduced to writing by the Board to be presented within five (5) calendar days for initialing by

each chief negotiator and for ratification by the Association. The Association shall have no more than fifteen (15) calendar days from the date the tentative agreements are initialed in which to file a written declaration of their ratification or lack thereof to the Board through the Superintendent. Absence of a written reply within this allotted time shall constitute ratification by the Association. Following such ratification, the agreements shall be presented to the Board for ratification. If ratification of the agreement is within a week of the regularly scheduled Board meeting, the Board may call a special meeting for the purpose of considering the ratification of the agreement by the Board. In no event shall ratification be later than the second regularly scheduled Board meeting following ratification by the Bargaining Unit. Failure to act upon the agreements within this allotted time shall constitute ratification by the Board. No other negotiations shall take place until a formal request is made the following school year in accordance with the provisions of this contract, except as otherwise provided for in Sections 1.04 and 1.05 of this agreement.

- H. In the event that either the Board or the Association fails to ratify the tentative agreement reached by the negotiations teams, the teams shall meet within seven (7) calendar days to resume a good faith effort to resolve the remaining differences. Items may be disposed of by either agreement on the item or declaration of impasse on the unresolved items. In the event that either the Board or the Association fails to ratify a second tentative agreement reached by the negotiations team, all negotiations for that school year shall cease.
- I. If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time, either party may declare impasse. Upon reaching of impasse, the items causing the impasse shall be referred to a three-member fact finding committee. The Board and the Association shall follow the procedures for resolving impasse as set forth in Oklahoma Statute §70-509.7.
- J. All hearings by the fact-finding committee shall be conducted in closed session and no press releases shall be made by either party or the fact-finding committee concerning the progress of the hearings.
- K. The costs for the services of the fact-finding committee, including per diem expenses, if any, and factual 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.

### **2.03 Press Releases**

Joint press releases will be the exclusive device for public information dissemination by the parties. All releases will be composed and approved by the chief negotiators. Such releases shall be made only with the signed approval of both chief negotiators. The term

"press release" shall mean material given in advance to the newspaper, television, or radio for publication or broadcast at a later date.

**2.04 No Strike Clause**

The procedure provided for herein for resolving impasse shall be the exclusive recourse of the Association. It shall be illegal for the organization to strike or threaten to strike as a means of resolving differences with the Board. Any member of the Bargaining Unit engaging in a strike shall be denied the full amount of his/her wages during the period of such violation. If the Association or its members engage in a strike, then the organization shall cease to be recognized as representative of the unit and the school district shall be relieved of the duty to negotiate with the Association or its representatives. (§70-509.8)

**2.05 Time Limits**

Time limits set forth herein may be extended by mutual agreement of the parties. (§70-509.7)

**III. NON-DISCRIMINATION CLAUSE**

**3.01 Member Protection**

No member of the Bargaining Unit shall be discriminated against by the Board, by any administrative officer of the district, or by any employee organization, its officers, or any member thereof because of his/her exercise or non-exercise of rights under this contract. It shall be prohibited for an employee organization, employee or employer to impede, restrain or coerce an employer or employees in the exercise of their rights. (§70-509.9)

**3.02 Civil Protection**

There shall be no discrimination against any Member of the Bargaining Unit covered by this contract in a manner which would violate any applicable laws on the basis of race, color, creed, national origin, age, gender, or marital status in the evaluation, employment, transfer, or promotion of personnel.

**IV. DEFINITIONS**

**4.01** The following definitions apply throughout this document:

A. Administrator:

A duly certified person who devotes a majority of time to serve as a superintendent, principal, director, assistant principal, or in any other administrative or supervisory capacity in the Ponca City Public Schools.

B. Career Teacher:

As defined by State Statute §70-6-101.3 and board policy.

<https://www.oscn.net/applications/oscn/DeliverDocument.asp?CiteID=89914>

- C. Probationary Teacher:  
As defined by State Statute §70-6-101.3 and board policy.
- <https://www.oscn.net/applications/oscn/DeliverDocument.asp?CiteID=89914>
- D. Inductee:  
An Inductee, or Entry-year teacher, is a teacher new to the profession or new to the position (e.g. teacher to counselor).
- E. Teacher:  
A duly certified or licensed person who is employed to serve as a classroom teacher, counselor, librarian, or school nurse or in any instructional capacity by the Ponca City Public Schools.
- F. Superintendent:  
The executive officer of the Board and the administrative head of the school system.
- G. School/Site:  
Any work location at which employees perform their job functions.
- H. Working Day:  
A contract day exclusive of a professional day.

## V. **WORKING CONDITIONS/EMPLOYMENT PROVISIONS**

### 5.01 **Work Year/Work Day**

- A. The work year shall consist of not more than one hundred eighty-five (185) days, including instructional days, professional days, pre-school days, and work days. New teachers work an additional three (3) days for mandatory new teacher orientation. New teachers will be paid a stipend of \$200.00 per day, to be paid on the first day of school, upon completion of the three (3) days of new teacher orientation. The instructional day is a day devoted to instruction, preparation, parent-teacher conferences, and/or in-service activities. If the Board should desire a calendar longer than one hundred eighty-five (185) days, negotiations will resume at that point on that issue only.
- B. The teacher work day for the Member of the Bargaining Unit shall consist of not more than seven (7) hours, twenty (20) minutes, exclusive of a thirty (30) minute duty free lunch. Within this seven (7) hour, twenty (20) minute teacher work day, Members of the Bargaining Unit will have a minimum of ten (10) minutes preparation time before student contact begins and after student contact ends, unless a rotating duty is assigned. Other contract days shall consist of not more than six (6) hours, exclusive of a lunch break. Professional development day hours are 8:00

– 11:00 a.m. and 12:00 – 3:00 p.m.

Should the Administration decide that blocks of time past the contract day are necessary to accommodate Parent-Teacher conferences, then compensatory time will be granted in a manner that allows for an extended weekend within the week of the final additional time.

- C. Members of the Bargaining Unit will attend scheduled in-service activities and meetings on professional, pre-school, and work days. Members of the Bargaining Unit will be expected to attend regularly scheduled faculty meetings and specially called faculty meetings which may not extend more than one hour beyond the regular contract day. Teachers who cannot attend specially called meeting shall make arrangements with the appropriate administrator. If leave other than school business is utilized on a professional development day, the principal will assign a make-up activity for the teacher to complete.
- D. For the purpose of compensation only, per diem will be calculated on the basis of the instructional, professional, pre-school, and work days in the current work year.
- E. The Senior High teaching day will consist of no more than seven (7) consecutive periods, to include six (6) classes and one (1) planning period. The Board reserves the right to change the number of periods in the school day as long as it is consistent with state law. In such case, the Board and the Association will renegotiate this item.
- F. Members of the Bargaining Unit will complete an 18-hour strand of approved professional development. Up to an additional fifteen (15) hours of professional development will be compensated at \$30.00 per hour. Professional development stipend for hours taken after the last day of school will be awarded only to returning employees of the district.

## **5.02 Planning Time**

- A. Teachers will be provided planning time for individual planning and/or preparation and consultation during the instructional day.
- B. Each elementary teacher, excluding counselors and librarians, shall be provided a minimum of two hundred (200) minutes of scheduled planning time each week within the student instructional day.
- C. In the event those staff members who provide planning times are absent, the elementary teacher's planning time provided by that staff member will be made up within a five-day period of time. In the event the planning time is not made up, the teacher will receive fifteen dollars (\$15.00) for each planning period missed provided the missed planning period(s) reduced the actual planning time in that week below 200 minutes.

- D. Middle school teachers, excluding counselors and librarians, will be provided a minimum of two hundred (200) minutes of scheduled planning time each week within the student instructional day.
- E. Senior High School teachers, excluding counselors and librarians, will be provided a minimum of one planning period each day within the seven (7) period day.
- F. Teachers requested to substitute for absent teachers during their regularly scheduled planning period will be paid at the rate of twenty dollars (\$20.00) per class period, provided the teacher has substituted a minimum of thirty (30) minutes.
- G. Teachers requested to combine classes due to the lack of substitute teachers will be paid at the rate of twenty dollars (\$20.00) per class period.
- H. Payment will be at the close of the school year. This will be an administratively directed procedure.

### **5.03 Duty Free Lunch Period**

Each Member of the Bargaining Unit will have a duty-free lunch period of not less than thirty (30) consecutive minutes per day. If conditions do not allow this duty-free lunch, the building principal will then contract with an employee to assist with the lunch duty. If the extra personnel is needed and no employee agrees to assist with the lunch duty, then the building principal, Building Level Team, and all certified staff will work to arrive at a mutually accommodating lunch schedule.

### **5.04 Posting of Vacancies**

All instructional, supervisory, administrative and extracurricular vacancies within the district shall be posted on the district web-site within two (2) days after the vacancy has been determined to exist and, if possible, within a minimum of two (2) days before interviewing begins and the position is filled. Throughout the school year, instructional, supervisory, administrative, and athletic extracurricular vacancies shall be posted on the district web-site. After July 1, the length of posting of vacancies shall be one (1) day before the position may be filled.

### **5.05 Personnel Vacancies and Transfers**

#### **A. Assignment/Voluntary Transfer**

Members of the Bargaining Unit shall be placed in positions for which they are certified as determined by law and/or the State Department of Education of Oklahoma. Assignment of personnel within the building shall be the responsibility of the building principal. Assignments of personnel to another building shall be the responsibility of the superintendent.

If a teacher desires a change in assignment within his/her building, he/she shall present in writing his/her needs to the building principal.

A teacher who desires transfer to another building may make application as an internal candidate for posted positions at any time in accordance with the provision of the posting.

**B. Involuntary Transfer**

1. If an involuntary transfer is deemed by the superintendent to be essential to the best interests of the children, the superintendent or his/her designee shall hold a conference with the affected teacher to acquaint the teacher with the needs of the district.
2. All other involuntary transfers, when deemed necessary, shall be based on certification requirements needed in the system. The superintendent will make a selection that is least disruptive to the district with consideration to seniority and experience in the related position.
3. When an involuntary transfer is to be made, the superintendent or his/her designee shall hold a conference with the teacher to be affected. The conference shall be held as soon as possible after the need is recognized and at least four (4) weeks prior to final placement, if possible. The teacher shall be notified by the superintendent in writing as to the nature and cause of such reassignment within five (5) days of the conference. During the first three (3) weeks of each semester, transfers may be made as justified by enrollment with less than four (4) weeks notification.

**5.06 Reduction in Force**

**A. Definition**

The term "seniority," as used in this contract, shall include a combination of longevity with the district and total years teaching experience. Teachers will be credited with one (1) year of seniority for each year of continuous, full-time contractual employment, commencing with the first year of the current continuous employment. Seniority will not be broken nor shall it continue to accrue when a teacher is on authorized leave or on layoff or when the break in service is fewer than 13 months. Teachers will be credited with one (1) year of seniority for every three (3) years of out-of-district teaching experience and/or in-district experience prior to the current continuous employment.

**B. Procedure**

With the Board resides the authority and the responsibility to reduce the number of teachers in the school district and to make the decision when such measures are necessary. Should an occasion arise, when in the best interest of the school district the Board decides a reduction in force is necessary, the bargaining unit will be

notified, and the following procedures will be followed per state statute 70 O.S. 6-101.31: In determining which teacher(s) will be dismissed or non-reemployed when one or more of the number of identical positions is eliminated, the following criteria, in this order, shall govern (70 O.S. 6-101-31):

1. The school district will dismiss or non-reemploy the teacher(s) who has the lowest composite rating under the school district's Teacher and Leader Effectiveness Evaluation System (TLE) in the position being eliminated. Ratings will be calculated by averaging the past three (3) years' ratings (or fewer if 3 years are not available) and will be measured to the nearest hundredth of a decimal point.
2. In the event of identical TLE Composite ratings the following criteria, in this order, shall govern:
  - a. Licensed teachers shall be released first, before probationary or career teachers who are certified and highly qualified to hold positions currently held by licensed teachers.
  - b. Probationary teachers shall be released before career teachers who are certified and highly qualified to hold positions currently held by probationary teachers.
3. Selection of probationary teachers for release shall be based on the following criteria:
  - a. Years of teaching service in the area of certification in the position open
  - b. Total number of years of teaching experience
  - c. Years of service in the district
4. If normal attrition and the release of licensed and probationary teachers does not sufficiently reduce the certified staff, the following items shall be considered in the reduction process in the order they are listed:
  - a. Teachers with the least amount of seniority in the district will be released first.
  - b. Teachers with the least amount of service in the current assignment will be released next.
  - c. Teachers with the least amount of approved academic and professional training will be released next.

C. Release of Teachers Due to Reduction in Force

If a teacher whose position has been eliminated as a result of reduction in force declines or refuses the offer of a position for which he/she is certified and highly

qualified, he/she shall be released.

D. Reemployment

1. Until September 1 of the next succeeding school year after the effective date of termination, the Board shall offer to a teacher who has been released due to a reduction in force all positions that become available for which he/she is certified and highly qualified. If several former teachers are certified and highly qualified for a position, the position shall be offered first to the former career teacher who had the most seniority when laid off. The second criteria for recall will be years of teaching service in the area of certification in the position open. Any teacher who desires to be considered for recall to a teaching position shall notify the Executive Director of Human Resources in writing of this desire and shall also be responsible for keeping the Executive Director of Human Resources advised of a current mailing address, telephone number, and change in job status. Any such offer of recall shall be made by certified mail, return receipt requested, and the teacher shall be notified that he/she must submit a written acceptance or non-acceptance of the position within ten (10) calendar days. If a teacher who is subject to recall declines a position, that teacher's name will be removed from the recall list.
2. A teacher who is recalled shall have restored all benefits accrued on the effective date of the termination, and for payroll purposes shall be placed on the salary schedule at the step reflecting the recalled teacher's teaching experience and college degree.
3. A teacher who is released as a result of a reduction in force shall remain on the recall list until September 1 of the next succeeding school year following the effective date of the reduction in force unless the teacher waives recall in writing, resigns, or fails to accept recall on a position that he/she is certified to teach, or accepts another contract in a different school district.

**5.07 Supplemental Assignment**

A. Definition

The term supplemental assignment shall refer to assigned or accepted services under a supplemental contract as set forth in Appendix D. In the event new positions are created, such positions shall be added to the Supplemental Salary Schedule and shall be subject to bargaining as set forth in this agreement.

B. Supplemental Contracts

A teacher who performs a supplemental assignment in the school district will receive a supplemental contract. Supplemental assignments and supplemental contracts will be issued under the requirements and provisions of Oklahoma Statutes.

- C. Conferences Concerning Supplemental Contracts  
If a supplemental contract will not be offered to a Member of the Bargaining Unit who heretofore held such a contract, the person who is directly responsible for supervising such Member in the discharge of his/her duties in the supplemental contract shall schedule and hold a conference with the Member for the purpose of informing him/her that supplemental contract will not be offered.

## VI. LEAVE PROVISIONS

### 6.01 Leave for Illness

- A. Definition  
Certified employees of the Ponca City Board of Education may be absent from their duties due to personal accidental injury, illness, or childbirth or adoption or for accidental injury or illness in the immediate family without the loss of salary. The immediate family for the purposes of sick leave shall include spouse, son, step-son, daughter, step-daughter, mother, step-mother, father, step-father, or persons living in the same household as a member of the family.

- B. Provisions  
On the first day of the contract year, each certified employee shall be credited with ten (10) days sick leave.

Unused sick leave shall be cumulative up to a total of one hundred eighty (180) days. Teachers with accumulated one hundred eighty (180) days prior to the commencement of the school year earn an additional ten (10) days when the new school year begins, but unused sick leave in excess of one hundred eighty (180) days is transferred to their retirement bank.

For certified employees, the right to sick leave shall vest on the first day of the contract year. If a certified employee's effective date of employment is not at the beginning of the school year, he/she shall be eligible immediately for sick leave in an amount equal to one day for each month to be worked between the effective date of employment and the beginning of the next school year.

- C. Excess Sick Leave  
If, after exhausting, all sick leave, a teacher is absent from his/ her duties, the teacher shall receive for a period of twenty (20) days his/her full contract salary less current substitute rate per day.

- D. Sick Leave Bank  
Certified employees may participate in the Sick Leave Bank on a voluntary basis. Sick Leave Bank may be utilized by an employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition. An employee may utilize the Sick Leave Bank only under the

following conditions: (1) the employee has exhausted, or will exhaust, all sick leave as a result of the condition (including 20 days cost of sub), (2) the condition has caused, or is likely to cause, the employee to take leave without pay or to terminate employment, and (3) the condition is serious, extreme, or life-threatening.

The Board of Education shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition. "Severe" or "extraordinary" means serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom.

"Relative of the employee" means a spouse, son, daughter, step-child, mother, father, step-parent, grandparent or grandchild. "Household members" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another.

Provisions for participation include the following:

1. Each employee will be assessed one day of his sick leave upon his initial enrollment in the Sick Leave Bank. Assessment of one day per year of a member's sick leave will be continued until the bank is built up to a minimum of six hundred (600) days. No more days will be added except from new enrollees until the bank is depleted to below six hundred (600). When the Sick Leave Bank total falls below a minimum six hundred (600) days, each active member will be assessed one day each. This assessment will be made at the time of enrollment as a Sick Leave Bank member, that being the first official school day.
2. Additions will be made to the bank at the beginning of each school year according to the limitations stated in Item 1.
3. A person withdrawing from membership in the Sick Leave Bank will not be able to withdraw the contributed days and will lose their Sick Leave Bank balance.
4. Only those employees participating in the Sick Leave Bank will be eligible to withdraw days, and then only after their accumulated sick leave and excess sick leave are used.
5. A maximum of sixty (60) days each contract year can be drawn from the Sick Leave Bank by an employee who is ill or injured. For "relative of the employee," the employee may utilize no more than ten (10) days each contract year from the Sick Leave Bank.
6. The days available in the Sick Leave Bank to any individual employee will

be ten (10) days on the first day of the contract year he/she elects to participate and will increase ten (10) days each year reaching a maximum of sixty (60) days the sixth year of participation.

7. Persons withdrawing sick leave days from the Sick Leave Bank will not have to replace these days except as a regular contributing member to the bank.
8. Utilization of accumulated sick leave, excess sick leave, and Sick Leave Bank shall not exceed a combined total of 185 days.
9. After exhausting all Sick Leave Bank days, to remain a member of the Sick Leave Bank, an employee will need to donate one day of sick leave to remain in the Sick Leave Bank.
10. Persons who have chosen to not participate in the Sick Leave Bank and wish to join, must join prior to August 1 of the school year in which they desire to become a member.

E. Reimbursement for Unused Sick Leave

Certified employees who have accumulated a maximum of one hundred eighty (180) days of sick leave will be eligible for a buy-back of up to a maximum of ten (10) days at the end of the fiscal year. Each unused day of sick leave between the accumulation of one hundred eighty (180) days and one hundred ninety (190) days will receive thirty dollars (\$30.00) per day for each of these unused sick leave days.

This buy-back provision will in no way alter the sick leave pay for retiring employees.

F. Sick Leave Pay for Retiring Employees

The Ponca City Board of Education will pay a certified retiring employee retiring through the Oklahoma Teacher Retirement System, who has completed fifteen (15) years or more in the Ponca City School System, twenty dollars (\$20.00) for each unused sick leave day up to a maximum of one hundred eighty (180) days.

G. Transfer of Cumulative Sick Leave

Certified employees may transfer a maximum of sixty (60) days cumulative sick leave from another Oklahoma public school district. The school Board of the sending district shall certify the exact number of days eligible for transfer.

## 6.02 Bereavement Leave

Teachers will be granted three days of bereavement leave and may request up to five (5) days of bereavement leave without loss of pay for a death in the immediate family, to be used within 30 days of death. Requests for bereavement leave beyond three (3) days have to be made in writing and approved by the Executive Director of Human Resources.

Request forms can be found and downloaded from the Human Resources Department webpage.

Bereavement leave shall be granted for each occurrence. For the purpose of bereavement leave, the immediate family shall include spouse, son, daughter, son-in-law, daughter-in-law, mother, father, stepmother, stepfather, mother-in-law, father-in-law, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

Bereavement leave taken for the death of a spouse or child will be up to fifteen (15) days without loss of pay.

After bereavement leave has been exhausted, a certified employee who is absent because of a death in the immediate family shall receive his/her full contract salary less the amount of cost of substitute for a period up to twenty (20) working days.

### **6.03 Emergency Leave**

Up to three (3) days of emergency leave will be granted without loss of pay for unforeseen and uncontrollable circumstances which would reasonably keep a teacher from performing his/her duties.

Emergency Leave shall be limited to:

1. Household Emergencies
2. Court appearances in which the employee is required to testify that are not of a personal nature.
3. College or university matters that cannot be scheduled outside of school hours.
4. Other items submitted and approved by the Designee of the Board of Education.

After emergency leave has been exhausted, a certified employee who is absent because of unforeseen and uncontrollable circumstances shall receive his or her full contract salary less the amount of the cost of a substitute.

Emergency leave will be entered in Absence Management as Personal Business by the employee. Once the Emergency Leave Form is submitted and approved, the leave will be changed from Personal Business to Emergency Leave. All Emergency Leave is subject to approval by the Designee of the Board of Education.

### **6.04 Personal Business Leave**

Three days of personal business leave will be granted upon the request by a teacher and approved by site administrator. The request **MUST** be made three (3) days in advance, except in an emergency situation. Non-emergency personal business requested for any Friday, must be approved in advance by the superintendent or his designee. Members of the Bargaining Unit on Step 0 – Step 25 may utilize the first and third personal business

day taken at no loss of pay. The second personal business day taken shall be docked at seventy-five dollars (\$75.00). Members of the Bargaining Unit who are above Step 25 on the salary schedule will receive three (3) personal business days at no loss of pay. If these three (3) days are not used during the current school year, at the end of the fiscal year, Members above Step 25 will be paid seventy-five dollars (\$75.00) for each day not used.

Except in cases of unusual or extraordinary circumstances, personal business leave shall not be taken the first five (5) days or the last five (5) days that school is in session, the day immediately preceding or following a holiday or vacation period, or days when semester examinations are scheduled. Personal business leave meeting these conditions must be approved in advance by the superintendent or her designee.

Personal business leave days are cumulative. There is no maximum cumulation. The teacher may use no more than ten (10) consecutive days and no more than fifteen (15) days per year on personal business leave.

Members of the Bargaining Unit that use accrued personal business will be docked pay \$75.00 per day.

A certified retiring employee retiring through the Oklahoma Teachers Retirement System, who has completed fifteen (15) years or more in the Ponca City School System, has the option to:

- A. Convert unused personal business days to unused sick leave days for the purpose of retirement;
- B. Cash in personal business days for \$40.00 per day; or
- C. Any combination of either option.

#### **6.05 Automatic Leave of Absence**

After exhausting all sick leave, excess sick leave, and Sick Leave Bank, personnel will automatically be placed on leave of absence without pay. When an employee is placed on an automatic leave of absence, a statement from a doctor indicating that the employee is unable to work must be furnished for the leave to remain in effect. An employee returning from an automatic leave of absence must present a doctor's statement indicating that he/she is able to return to work without restrictions.

While an employee is on leave of absence without pay, benefits or experience will not accrue, but the employee will not lose prior experience or benefits and will be eligible to participate in professional associations. Although the leave of absence will not be considered as a break in employment, salary increments based on additional experience will not be granted for the period of the leave of absence except when the teacher has completed at least one-half year of service before being placed on automatic leave of absence.

Automatic leave of absence shall not exceed one contract year. Exceptions may be allowed

for individual cases when a request is submitted to the designee of the Board and approved by the Board.

#### **6.06 Paternity Leave**

- A. A leave of absence without pay shall be granted for up to one year for the purpose of paternity. It may be renewable annually upon approval of the Board. The application for such leave shall be given to the superintendent no later than sixty (60) calendar days prior to the effective date of such leave and shall include a statement of the exact date on which the teacher wishes to terminate her/his teaching.
- B. A teacher on leave under the above conditions wishing to return to duty shall file a written request with the superintendent prior to April 10 of the year she/he plans to return. The Board shall not be required to return the teacher to employment except at the beginning of the following school year.
- C. If a teacher does not comply with the above conditions, the right to such a leave and/or right to return may be denied by the Board.
- D. A teacher on paternity leave may continue the employee health insurance plan by paying the monthly premium for the duration of leave, subject to approval of the health insurance program underwriter.

#### **6.07 Family and Medical Leave**

The provisions set for the Family and Medical Leave Act Policy shall apply to all eligible employees. However, in any case where a category of leave covered in the negotiated contract or contained in board policy exceeds the provisions for length of leave in the FMLA Policy, the two leave provisions shall run concurrently until the FMLA leave provision expires, and at that point, leave as otherwise provided for in contract and in policy shall continue until exhausted under the provisions of the previously mentioned documents.

#### **6.08 Sabbatical Leave**

- A. Sabbatical leave will be for the purpose of continuing education, or for other personal reasons requiring absence from education duties.
- B. The sabbatical leave shall be for no more than one year. The certified personnel making the sabbatical leave request must have career status.
- C. Granting of the request shall be contingent upon finding a qualified replacement, willing to accept a temporary contract.
- D. Application is to be approved by the Board of Education and the Superintendent of Schools.

- E. While the teacher is on sabbatical leave without pay, he/she shall be entitled to maintain membership and participate in professional associations, and to retain all other benefits related to employment or experience, except that such benefits or experience shall not accrue.
- F. The teacher on sabbatical leave will forfeit no cumulative leave days or days currently deposited in the sick leave bank.
- G. Written notice to return to employment in the district shall be on file with the Clerk of the Board by March 1, of the sabbatical leave year.

#### **6.09 National Board Certification Leave**

Two (2) days of school business will be granted to teachers working toward National Board Certification. Must be approved prior to absence.

#### **6.10 Attendance Incentive**

For exemplary attendance, teachers will be awarded additional accumulated sick leave as follows:

- Four (4) days for zero (0) absences;
- Three (3) days for up to, and including, one (1) day absence.

All absences, except for jury duty and school business, shall be counted towards the incentives. Attendance incentives will be calculated in June. The attendance incentives will be pro-rated for part-time and/or less than full year employment in proportion to their employment status based on full-time equivalency.

#### **6.11 Occasional Leave**

Occasional leave may be taken up to one (1) hour upon approval of the building principal. The teacher taking the leave will be responsible for arranging coverage of classes and informing the building principal. No substitute will be provided or paid by the district for the teacher using leave. No entry is required in the automated absence reporting system. Absences exceeding one (1) hour must be entered into the automated absence reporting system as the appropriate leave type. The building principal will determine the parameters of occasional leave. Any disputes will be turned over to the Executive Director of Human Resources.

### **VII. TEACHER EVALUATION**

#### **7.01 Philosophy**

The Ponca City Public Schools Teacher Evaluation Program is based on the improvement

of instruction through focusing on factors which have demonstrated effectiveness in increasing student achievement, fostering a positive student self-image, and building student enthusiasm for the learning process. It is designed to increase the faculty member's effectiveness, give a clearer definition of the teacher's job, and lead to self-improvement. Evaluation should be a continuous, constructive, and cooperative experience between the teacher and evaluator, be made a matter of record, and provide information for both teachers and administrators. The Ponca City Public Schools shall make every reasonable effort to give all necessary support and assistance to teachers with respect to maintenance of an appropriate learning environment in the classroom.

## **7.02 Orientation**

Within six (6) weeks after the beginning of each school year, the building principal shall acquaint each teacher under his/her supervision with the evaluation procedures and instruments and advise each as to the designated administrator who will evaluate his/her performance. All new teachers to the district will be acquainted with the evaluation instrument. In the case of a change of evaluation instrument, no evaluation shall take place until all teachers have gone through orientation and are acquainted with the new instrument. A new teacher or a teacher reassigned after the beginning of the school year shall be notified by the appropriate principal of the evaluation procedures in effect. Such notification shall be within six (6) weeks of the first day in the new assignment.

## **7.03 Appraisal Process**

Appraisal is a cooperative process wherein the individual appraised and the evaluator feel a joint responsibility to focus on instructional improvement and to work together to achieve professional growth. The process is based on the assumption that the need for professional growth extends to all teachers regardless of their experience or current level of competence. A need for professional growth does not necessarily imply incompetence.

## **7.04 Observations and Purpose**

Observations may be planned or "drop-in." The supervisor will use the Marzano Focused Framework Protocol, through iObservation, to apply data points for the analysis of the teaching. The Marzano Framework allows the supervisor to analyze the lesson and formulate objectives for the conferences. A copy of the evaluation record, with data points applied, will be emailed to the teacher within two working days following the observation. The email will be sent to the teacher through iObservation. The teacher will be required to acknowledge the email to indicate receipt, and the acknowledgement will serve as an electronic signature. A record of observation will be maintained in iObservation.

All observations shall be conducted openly with the full knowledge of the teacher and for the purpose of promoting professional growth.

During the course of the school year, at least one (1) observation conducted by the supervising principal must be a minimum of twenty (20) consecutive minutes in duration.

## **7.05 Conferences**

- A. Conferences  
Conferences will be held by the supervisor in working with the teacher. A conference must be preceded by a minimum of thirty (30) minutes of observation. Observations and conferences will provide information to be used in the final evaluation.
- B. Conferences for Probationary Teachers  
Probationary teachers will have at least one conference prior to November 15, at least one additional conference prior to February 10, and at least one additional conference prior to May 1.
- C. Conferences for Career Teachers  
Career teachers will have a minimum of two conferences prior to May 1 each year.
- D. Additional observations and conferences may be held at the request of the teacher.

## **7.06 Remediation**

- A. When the supervisor believes a teacher's deficiencies may lead to a recommendation for dismissal or non-reemployment, a detailed written Plan of Improvement to assist the teacher in eliminating difficulties related to the Performance Guidelines will be developed. Prior to finalization of the Plan of Improvement, the teacher will have an opportunity to provide input. The areas of unsatisfactory performance shall be identified in writing, and the administrator will make a reasonable effort to assist the teacher to correct whatever appears to be the causes for the potential dismissal or non-reemployment. A signed copy of the Plan of Improvement will be retained by both the teacher and the evaluator.
- B. A reasonable time for improvement, not to exceed two (2) months, shall be established in accordance with the nature and gravity of the teacher's performance or conduct. When the stated time has expired, the teacher will receive a written assessment of the progress on the Plan of Improvement. The written assessment shall indicate one of the following: (1) plan has been successfully completed, (2) plan will be extended, or (3) new plan will be written. If the teacher does not correct the cause for potential dismissal or non-reemployment within a reasonable length of time, the administrator shall indicate the recommendation on the Evaluation Record. Copies of the Plan of Improvement shall be attached to the Evaluation Record.

## **7.07 Evaluation Record and Copy**

- A. The building principal or assistant principal shall observe and evaluate each teacher formally through iObservation. The criteria for evaluating professional

performance are divided into four categories: classroom strategies and behaviors; planning and preparing; reflections on teaching; and collegiality and professionalism. Data points shall be applied to elements observed.

- B. Observation will be reflective of observable performance, not isolated incidents or events.
- C. The final evaluation will be completed after a minimum of two (2) conferences for career teachers and a minimum of three (3) conferences for probationary teachers. All final evaluations must be completed by May 1 of each year.
- D. The teacher shall be provided a copy of the final evaluation, signed by both supervisor and teacher. The teacher signature does not necessarily indicate agreement with the evaluation but rather awareness of the content and receipt thereof.

#### **7.08 Response**

If the teacher feels his/her final evaluation is incomplete, inaccurate, or unjust, he/she may put his objections in writing if done within two (2) weeks and have them attached to the final evaluation to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

#### **7.9 Recommendation for Renewal**

The final evaluation indicates the evaluator's recommendation for continued employment, admonishments that could lead to non-reemployment, or recommendation for non-reemployment.

### **VIII. INDIVIDUAL RIGHTS**

#### **8.01 Exclusion of Exempted Employees**

Nothing in this contract is intended to grant any rights under the Teacher Due Process Act of 1990 to any teachers who are exempted from the provisions thereof. (§70-6-101.23)

#### **8.02 Personnel File**

##### **A. Personnel File Review**

1. A personnel file will be accurately maintained in the Central Administrative Office for each teacher.
2. Each teacher shall have the right during regular school district office hours to review the contents of his/her personnel file, except references provided to the district on a confidential basis. A representative of the Association, at the teacher's request, may accompany the teacher in this review.

3. The Board or its administrative representative, including building principals, shall not establish any separate personnel file which is not available for the teacher's inspection. Material not maintained or referenced in the central office personnel file shall not provide the basis for discipline against a teacher.

**B. Personnel File Contents**

1. Each teacher's personnel file shall contain only the following:
  - a. teaching certificates,
  - b. college placement material, including official transcripts,
  - c. record of staff development points,
  - d. copies of annual contracts,
  - e. records relative to compensation,
  - f. copy of Annual Leave Report,
  - g. Evaluation Records and Conference Records, written pursuant to Article VII, Teacher Evaluation,
  - h. copies of official personnel action,
  - i. letters of commendation, and
  - j. other materials considered pertinent by the superintendent.
2. Material that may adversely affect a teacher's employment status may not be placed in a teacher's personnel file until the teacher has had the opportunity to read the material and to sign and date the actual copy to be filed. Material resulting from a complaint must be signed by the complainant before it is placed in the teacher's file. The teacher shall receive a copy of said material, at no cost to the teacher, at the time of filing. The teacher shall have the right, within ten (10) working days, to affix a written response to said material.
3. Any material may be removed from the file and returned to the teacher by mutual consent of the superintendent and teacher, unless otherwise prohibited by law.

**C. Personnel File Reproduction**

The teacher shall have the right to reproduce any of the contents of his/her file if it does not violate a federal or state law.

**8.03 Conference and Notification**

When an official investigation is initiated because of a student or parent complaint alleging an action which is in violation of Board policy or State Law, the teacher will be notified in a reasonable time frame.

During any administrator-teacher conference, especially those that may lead to a written disciplinary action or dismissal of the teacher or pertain to Negotiated Agreement concerns, the conference may be interrupted or postponed at the request of the teacher so that he/she may have representation present when the conference is continued.

A 24-hour advance written or electronic notice of the right to representation will be provided to certified employees when a meeting is scheduled for the purposes of presenting a Plan of Improvement, Admonishment or other personnel file record.

#### **8.04 Grievance Procedure**

##### **A. Purpose**

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a claim of the grievant.

##### **B. Definitions**

1. A "grievance" shall be defined as a claim by a grievant that a disagreement exists involving interpretation or application of the terms of this contract, Board policy, or Board practice.
2. The term "grievant" shall refer to the person or group making the claim.
3. The term "day" shall mean working days, except when an occurrence or omission giving rise to a grievance is discovered or a grievance is submitted less than twenty (20) days before the close of school or during the summer. When the discovery of the cause for grievance or the submittal of a grievance occurs within the last twenty (20) days before the close of school or during the summer, the term day shall mean calendar day, exclusive of weekends and holidays.

##### **C. Association Rights**

1. The Association may continue any grievance filed and later dropped by a teacher or group of teachers, provided that the grievance involves the application or interpretation of this contract.
2. If a grievance affects a group of teachers or the Association, the Association may initiate and submit a grievance. Class grievances involving more than one administrator or an administrator above the building level may be filed by the Association at Step 2.

##### **D. Individual Rights**

1. Written documents, communications, or records dealing with the grievance shall be filed separately from the personnel file of the grievant and shall be

- kept confidential.
2. The grievant shall be afforded the right to representation of the grievant's choice at any conference or hearing relating to the grievance.
  3. The grievant shall have the right to forward the grievance to the Clerk of the Board on his/her own behalf at Step 4 if the Association does not forward the grievance.

E. Procedure

1. If any of the time limits outlined herein are not met by the grievant, the grievance shall lapse.
2. If any of the time limits outlined herein are not met by the affected administrator, the grievant may proceed to the next step.
3. The Board, the administration, and the Association will cooperate in the investigation of any grievance and will share the information as is requested for the processing of a grievance.
4. Steps shall be followed in sequence, subject to being discontinued by the grievant at any point in this procedure:

STEP ONE:

Within twenty (20) days after the discovery of the occurrence or the act of omission giving rise to the grievance, the teacher shall (a) promptly notify the immediately involved administrator of the alleged violation, stating that a grievance may exist; (b) discuss the alleged grievance with the administrator; and (c) attempt to resolve the issue. Any written record of a complaint shall be destroyed if the grievance does not go beyond Step One.

If the grievance is not resolved through discussion, the grievant shall present the grievance in writing to the Superintendent within five (5) days after initial discussion.

STEP TWO:

The Superintendent shall meet with the parties concerned and reply to the grievant in writing within ten (10) days of receipt of the grievance, giving disposition of the grievance.

STEP THREE:

If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant shall forward the grievance in writing to the Association Member Rights Committee within five (5) days of

receipt of the Superintendent's reply. The Member Rights Committee shall reply to the grievant in writing within ten (10) days of receipt of the grievance.

**STEP FOUR:**

The Association and/or grievant shall forward the grievance in writing to the Clerk of the Board within five (5) days of receiving the Member Rights Committee's reply to the grievant. The Clerk shall inform the grievant of the hearing date. Said hearing shall take place at the next regularly scheduled Board meeting or at a special meeting called within fifteen (15) days after receipt of the request. The parties of interest shall have the right to include in the hearing such witnesses or counselors as they deem necessary to develop facts pertinent to the grievance. Said hearing will be held in open meeting.

**STEP FIVE:**

The Superintendent shall, within five (5) days after the conclusion of the hearing, report the Board's decision to the grievant and the Association President in writing.

5. Grievance forms are attached hereto as Appendix B.

**8.05 Student Teachers**

All student teachers shall be assigned to the sites only by the Executive Director of Human Resources. The building principal will be responsible for placement of the student teachers within his/her building. Student teachers shall be assigned to a teacher only with the teacher's consent. Supervising teachers shall be notified at least four (4) weeks prior to the arrival of the student teacher.

**8.06 Tuition Fee Waivers**

A tuition fee waiver shall be defined as a tuition free credit granted by a higher education institution to a teacher as compensation or appreciation for assisting with the student teaching program. When the tuition fee waiver forms are received from the institution of higher education by the school district, the Executive Director of Human Resources shall forward the fee waiver form to the respective supervising teacher. He/she may utilize the tuition fee waiver or make it available to another member of the certified teaching staff.

**8.07 Standards of Conduct and Performance**

The standards established by the State Board of Education pursuant to Oklahoma Statutes §70-6-101.21 shall be the Standards of Conduct and Performance for Teachers of the Ponca City Public Schools until such time as new standards are negotiated between the Board and Association. The Standards of Performance and Conduct for Teachers promulgated by the

State Board of Education are attached hereto in Appendix A.

### **8.08 Payday Schedules**

Members of the Bargaining Unit will be paid according to a specific schedule determined annually and posted at each site. The schedule will list the payroll delivery dates for the school year. Payroll delivery dates will be the last day of the month. If the last of the month falls on a weekend, the payroll delivery date will be the preceding working day except for the December 31<sup>st</sup> (January) payroll which shall be the calendar day following the January 1<sup>st</sup> holiday or weekend. Extra Duty pay will be paid on the fifteenth of the month. When school is not in session, working day shall be defined as the calendar day preceding the weekend.

When a teacher is separated from employment before the end of a contractual period, terminal pay will be prorated on a per diem basis, and the teacher will receive the terminal pay on the next payroll delivery date.

### **8.09 Payroll Deductions**

Each teacher may, upon written authorization, initiate the following payroll deductions:

- a. Board approved insurance programs,
- b. Oklahoma Educators Credit Union,
- c. PCACT/OEA/NEA dues,
- d. OK-PAC/NEA-PAC dues,
- e. annuities, and
- f. other items as approved by Board policy.

Teachers wishing to make changes may do so by giving written notice to the payroll clerk by the fifteenth (15th) of the month prior to the next payroll date. Teachers may terminate a payroll deduction by giving written notice to the payroll clerk by the fifteenth (15th) of the month prior to the next payroll date; teachers who terminate a deduction will not be allowed to renew the deduction for that year.

The district shall make disbursements to the above-mentioned agencies within ten (10) working days after deduction has been made.

Payroll deduction options placed in the district's 125 Plan shall only be changed in accordance with the regulations of the Plan.

## **IX. ASSOCIATION RIGHTS**

### **9.01 Released Time**

Should a conference or the investigation and processing of a grievance require a teacher or Association representative be released from his regular assignment, he/she shall be released

without loss of pay. However, no member of the Association may miss more than a total of seven (7) hours to represent Members of the Bargaining Unit.

#### **9.02 Use of Building/Mail Boxes**

The Association will be permitted to use school facilities for Association meetings and/or business upon arrangement with appropriate administrator. Association meetings may be called before the start of the instructional day or following the end of the instructional day.

The Association shall have the right to place notices, circulars, and other Association material in the mail boxes of all Members of the Bargaining Unit. However, in case a large quantity of Association material is to be delivered through the district's inter-district mail/delivery service from school site to school site, arrangements must be made through the Executive Director of Finance.

#### **9.03 Availability of Information**

The Board Clerk shall make available to the Association two (2) electronic copies of the official agenda and addenda for each meeting of the Board before the Board meeting. Any addenda to the formal agenda will be available at the Board meeting.

The President of the Association will advise the superintendent no later than July 1 of any fiscal year what two members will be receiving the electronic copy of the agenda. An email with a link to the Agenda with Commentary will be sent to all members of the Bargaining Unit before the board meeting.

#### **9.04 Distribution of Contract**

The cost of printing this contract shall be the responsibility of the Board. The Board shall be responsible for typing, preparing the contract for printing, and posting a copy on the school district web site. The contract will be printed in sufficient quantity to provide a copy for each building administrator, a copy for each site to be placed in the teacher's lounge, and up to fifty (50) additional copies for the Association upon request. Within thirty (30) days from the date of ratification, the Association shall provide the Board a list of additional copies that have been requested by their membership. A copy shall be posted on the school district web site within thirty (30) days from the date of ratification.

#### **9.05 Availability of Board Policies**

A link to current Board policies may be found on the homepage of the district website.

#### **9.06 Association Leave**

A pool of fifteen (15) days shall be provided to the Association for the purpose of Association related professional meetings. No more than five (5) days shall be used from this pool on a given day except for Delegate Assembly. No individual Member shall use

more than three (3) days from the pool during the school year, except for the Association president. Written request for use of Association leave shall be made to the superintendent or his/her designee not less than forty-eight (48) hours in advance of the anticipated leave.

#### **9.07 Calendar Committee**

The Association President and six other Members of the Bargaining Unit will be asked to serve on the Calendar Committee. Members will include a member from each: Ponca City High School, East, West, elementary, elementary special and PreK.

#### **9.08 Professional Development Committee**

The Ponca City Professional Development committee shall be appointed by the Ponca City Board of Education. The Professional Development Committee for the Ponca City Public Schools shall include classroom teachers, administrators, and parents of the school district. A majority of the staff development committee shall be composed of classroom teachers by at least one more than half of the committee. The teacher members will be selected by a designated administrator from a list created by teacher self-nominations and names submitted by the Ponca City Association of Classroom Teachers. Each building or school site shall have at least one representative. The final slate of new committee members shall be approved by teacher vote. The term of appointment for each committee member shall be three years, unless otherwise noted. No committee member shall serve more than two consecutive terms. Vacancies shall be filled by appointment of the Board of Education. The committee will elect its own chairperson and its own secretary annually.

### **X. COMPENSATION**

#### **10.01 Incentive Pay**

In the event a petition signed by twenty percent (20%) of the classroom teachers employed in the district requesting incentive pay is submitted to the Board or in the event the Board desires to implement an incentive pay plan, the Board will notify the Association in writing and return to bargaining to negotiate the incentive pay plan. (§70-5-141.2)

#### **10.02 Fringe Benefits**

- A. The Board in partnership with the Oklahoma State Department of Education shall pay one hundred percent (100%) of the contribution of each Member of the Bargaining Unit to the Oklahoma Teachers' Retirement System.
- B. Certified personnel who choose to take the actual health coverage shall receive a flexible benefit allowance of 100% the OSEEGIB Health Choice High plan to be paid in full until June 30, 2022. Certified personnel who choose not to take the health insurance available by OSEEGIB will receive a flex cash benefit of \$836.52, which will not, and does not, increase.

### 10.03 Compensation

A. The base salary of all persons covered by this contract is set forth in Appendix D, which is attached hereto and made a part hereof.

1. Upon ratification, all Members of the Bargaining Unit shall be placed on the salary schedule for which they are qualified for the current contract year based on their years of experience.

Newly employed members of the Bargaining Unit shall be placed on the salary schedule commensurate with their actual teaching experience and degree held. Experience may be in public school, private school, higher education institutes, both public and private, or a combination thereof. In calculating actual teaching experience, a maximum of five (5) years for military service shall be used to determine appropriate placement on the Negotiated Base Salary Schedule. No employee will be placed on a salary lane for which they do not have a valid degree.

2. Degree Preparation Stipend: Teachers accepted into a Master's Degree program and pursuing a Master's Degree in education or related fields will be paid a one-time stipend of \$1,500 upon completion of 16 credit hours in their graduate program while employed by the Ponca City Public Schools. The stipend will be awarded only to returning employees of the district.

Teachers accepted into a Doctorate Degree program and pursuing a Doctorate Degree in education or related fields will be paid a one-time stipend of \$2,000 upon completion of 20 hours in their graduate program while employed by the Ponca City Public Schools. The stipend will be awarded only to returning employees of the district.

3. Members of the Bargaining Unit shall advance on the salary schedule in accordance with advanced college credits and degrees earned. All such credits and degrees must be earned from accredited institutions and must be in a field of study which either enhances the teacher's current area of certification, prepares the teacher for a new area of certification or endorsement, or is designed to improve the teacher's general teaching skills.
4. Members of the Bargaining Unit who earn 20 hours past the Master's Degree in education while employed by the Ponca City Public Schools shall be paid \$500 above the appropriate step on the Masters Salary Schedule.

B. A Member of the Bargaining Unit who accepts a supplemental assignment shall be compensated. Compensation for all supplemental assignments shall be paid as set forth in the schedule of Extra Duty Compensation in Appendix D, attached hereto and made a part hereof.

- C. Members of the Bargaining Unit who are authorized by the administration and approved by the Board to work a period of days before and/or after the official school calendar year shall be remunerated at the rate of the individual Member's per diem.
  
- D. Members of the Bargaining Unit who are off-step on the Bachelor's, Master's or Doctorate Schedules in 2020-2021 will be paid a \$500.00 stipend for 2021-2022.

## **APPENDIX A**

# **Standards of Performance and Conduct for Teachers**

Professional Services Division  
(70 O.S. Supp. 1990 § 6-101.21 and 101.22)

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

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

## **PRINCIPLE I COMMITMENT TO THE STUDENTS**

**Oklahoma Administrative Code (OAC) 210:20-29-3 – Effective June 25, 1993**

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

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

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning,
2. Shall not unreasonably deny the student access to varying points of view,
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress,
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety,
5. Shall not intentionally expose the student to embarrassment or disparagement,
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social, or cultural background, or sexual orientation, unfairly
  - A. Exclude any student from participation in any program;
  - B. Deny benefits to any students; or
  - C. Grant any advantage to any student.

7. Shall not use professional relationships with students for private advantage,
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by law or is required by law.

## **PRINCIPLE II COMMITMENT TO THE PROFESSION**

**Oklahoma Administrative Code (OAC) 210:20-29-4 – Effective June 25, 1993**

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

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

In fulfillment of the obligation to the profession, the educator:

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

## **PRINCIPLE III**

### **Title 70, Oklahoma Statute, Section 6-101.22**

Subject to the provisions of the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:

1. Willful neglect of duty;
2. Repeated negligence in performance of duty;
3. Mental or physical abuse to a child;
4. Incompetency;
5. Instructional ineffectiveness;
6. Unsatisfactory teaching performance; or
7. Commission of an act of moral turpitude.
8. Abandonment of contract.

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

A teacher shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued, if during the term of employment the teacher is convicted in this state, the United States, or another state of:

1. Any sex offense subject to the Sex Offender Registration Act in this state or subject to another state's or the federal sex offender registration provisions; or
2. Any felony offense.

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

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

As used in this Section, "abandonment of contract" means the failure of a teacher to report at the beginning of the contract term or otherwise perform the duties of a contract of employment when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the contract of employment.

## SELF-APPRAISAL

1. Identify what you think has contributed to your effectiveness as an educator (e. g., course work, private study, travel, work on school committees, in-service training, etc.)
2. What do you consider to be your greatest strengths?
3. Identify the areas in which you would like to demonstrate professional growth during the next year.

## **APPENDIX B**

**PONCA CITY PUBLIC SCHOOLS**  
**Grievance Form**

AGGRIEVED:

SUBMITTAL DATE:

STEP:

BELIEVED VIOLATION:

DATE CAUSE OF GRIEVANCE OCCURRED:

ASSOCIATION GRIEVING ON BEHALF OF:

SCHOOL:

IMMEDIATE ADMINISTRATOR:

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

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Signature of Grievant

Date

Distribution: Superintendent  
Immediate Administrator  
Grievant  
Association President

**PONCA CITY PUBLIC SCHOOLS**  
**Reply to Grievant**

AGGRIEVED:

DATE:  
STEP:

DATE RECEIVED BY ADMINISTRATOR:

DISPOSITION OF GRIEVANCE:

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Signature of Administrator

Date

Distribution: Superintendent  
Affected Administrator  
Grievant  
Association President

## **APPENDIX C**

**EXTRA DUTY COMPENSATION**

(Pay within the range will be determined by District experience and added responsibility.)

**ALL EXTRA DUTY ASSIGNMENTS SERVE AT THE DISCRETION  
OF THE SUPERINTENDENT**

**Senior High School Head Coaching**

Sport	Stipend
Athletic Training	\$6,200
Baseball	\$7,000
Basketball	\$10,000
Cross Country	\$4,000
Football	\$12,000
Golf	\$3,600
Soccer	\$5,000
Softball	\$7,000
Swimming	\$4,800
Tennis	\$4,250
Track	\$4,000
Volleyball	\$4,800
Wrestling	\$10,000

Assistant Athletic Director	\$6,000
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**Senior High School Assistant Coaching**

Sport	Stipend
Associate Head Coach or Coordinator	\$2,500
Baseball	\$3,000
Basketball	\$3,800
Cross Country	\$1,800
Football	\$4,500
Golf	\$1,800
Soccer	\$2,500
Softball	\$3,000
Swimming	\$2,200
Tennis	\$2,000
Track	\$2,000
Volleyball	\$2,000
Wrestling	\$3,800

**9<sup>th</sup> Grade Head Coaching**

Sport	Stipend
9 <sup>th</sup> Basketball	\$3,600
9 <sup>th</sup> Football	\$3,600
9 <sup>th</sup> Volleyball	\$2,400

**9<sup>th</sup> Grade Assistant Coaching**

Sport	Stipend
9 <sup>th</sup> Football	\$2,500

**Middle School Head Coaching**

Sport	Stipend
Baseball	\$2,500

Basketball	\$3,000
Cross Country	\$2,400
7 <sup>th</sup> AND 8 <sup>th</sup> Football	\$6,000
7 <sup>th</sup> OR 8 <sup>th</sup> Football	\$3,000
Golf	\$2,000
Softball	\$2,500
Tennis	\$2,000
Track	\$2,400
Volleyball	\$2,400
Wrestling	\$3,500

### **Middle School Assistant Coaching**

Sport	Stipend
Baseball	\$1,800
Basketball	\$2,000
Cross Country	\$1,800
Football	\$2,000
Golf	\$1,800
Softball	\$1,800
Tennis	\$1,800
Track	\$1,800
Volleyball	\$1,500
Wrestling	\$2,000

Bus Driver Stipend	\$250
Three Sport Stipend	\$1,000

### **Coordination**

Assignment	Stipend
Art, Music, & PE Coordinator	\$600
Department Chair	\$250 + \$130 per teacher in the department
District Instrumental Music	\$6,500
Elementary Grade Level Curriculum Coordinator	\$1,500
Site Technology Coach	\$3,000-\$5,000 based on number of teachers

### **Activities**

Activity	Stipend
Band- Senior Band Director	\$9,500
Band- Assistant Band Director	\$5,500
Cheerleading- Senior High	\$5,500
Cheerleading- Assistant Senior High	\$3,200
Cheerleading- 9 <sup>th</sup> grade	\$3,200
Cheerleading- 8 <sup>th</sup> grade	\$3,200
Drill Team	\$5,500
E-Sports	\$2,500
Flag Corps	\$2,500
Orchestra- Senior High Director	\$9,500
Orchestra- Assistant Director	\$5,000
Robotics	\$2,400

Vocal Music- Senior High Director	\$6,000
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**Senior High Site Responsibilities**

Activity	Stipend
Academic Bowl Coach	\$1,800
Advanced Placement Coordinator	\$750
Advanced Placement Teacher (excludes coordinator)	\$600
Class Sponsor	\$1,000
Gifted Coordinator	\$1,800
Mock Trial	\$1,200
National Honor Society	\$1,200
Panic	\$900
Play Production	\$900 per production
Student Council- Lead	\$3,000
Student Council- Assistant	\$900
Yearbook	\$3,000

**Elementary Extra Duty Responsibilities**

Activity	Compensation
Per Site	\$2,500

**Middle School Extra Duty Responsibilities**

Activity	Compensation
Per Site	\$4,500

**Grandfathered:** Staff making in excess of the stipend listed will be grandfathered in at their 2021-2022 rate. No stipend will be at a lesser rate than they currently are making.

**District Shuttle Bus Supervisors:** \$1,400 for only required sites

**Special Services:** Child Find Coordinator- \$1,700

**Recruitment Stipend:** Upon approval of Board of Education, any stipend up to \$6,000 may be given as a one-time stipend as a recruitment incentive and will not be given to the same individual in subsequent years.

