

# *Collective Bargaining Agreement*

2017-2018

*between the*

**Board of Education  
of Independent School District Number 89  
of Oklahoma County, Oklahoma**

*and the*

**Oklahoma City AFT Local 2309, of  
The American Federation of Teachers  
AFL-CIO of Oklahoma City, Oklahoma**



# Teachers

**Oklahoma City Public Schools**

**OKLAHOMA CITY PUBLIC SCHOOLS AMERICAN FEDERATION OF TEACHERS  
COLLECTIVE BARGAINING AGREEMENT  
2017-2018**

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## **ARTICLE I – RECOGNITION**

**Section 1:** The Board hereby recognizes the Union as the sole and exclusive bargaining agent for the following full-time and part-time certified and entry year employees of the Board: bilingual resource teachers, classroom teachers, counselors, consultants, instructional facilitators, JROTC instructors, librarians/media specialists, nurses, psychologists, psychometrics, reading coaches, speech pathologists, and administrative interns.

A. Teachers on approved leave and certified substitutes shall be covered by the terms and conditions of this Agreement where applicable.

**Section 2:** The Union recognizes that the Board of Education has the responsibility and authority to manage and direct the operations and activities of the District as authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

A. The Board continues to recognize its ongoing obligation to negotiate on that which affects wages, benefits, hours, and terms of employment during the term of this Agreement.

**Section 3:** The Union has sole and exclusive right to represent the members of the bargaining unit for negotiations and to represent the members of the bargaining unit in administering, implementing, interpreting, and enforcing this Agreement.

**Section 4:** Teachers or groups of teachers represented by the Union shall not bargain individually or collectively with the Board concerning any terms or provisions of the Negotiated Agreement except through the duly elected Union negotiation representatives in regular negotiation sessions.

**Section 5:** The Board and the Union shall abide by all applicable state and federal statutes, rules and regulations with respect to this Agreement.

**Section 6:** This Agreement shall not abrogate the legal rights, obligations, and powers of the Board, including the Board's right to make policy.

A. The exercise of these legal rights, obligations, and powers by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited by the specific terms of the ratified Agreement.

B. The Board agrees to bargain with the Union on items as prescribed in Section 753, School Laws of Oklahoma, 2002.

## **ARTICLE II – DEFINITIONS**

A. Agreement - This contract, a direct result of collective bargaining, duly ratified and signed by the Union and the Board.

B. "Career"teacher is a teacher who:

1. is employed by a school district prior to the 2017-2018 school year and has completed three (3) or more consecutive complete school years as a teacher in one school district

under a written continuing or temporary teaching contract, or

2. is employed for the first time by a school district under a written continuing or temporary teaching contract during the 2017-2018 school year and thereafter:

(a) has completed three (3) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract and has achieved a district evaluation rating of "superior" as measured pursuant to the TLE as set forth in 70 O.S. section 6-101.16 for at least two (2) of the three (3) school years,

(b) has completed four (4) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, has averaged a district evaluation rating of at least "effective" as measured pursuant to the TLE for the four-year period, and has received district evaluation ratings of at least "effective" for the last two (2) years of the four-year period, or

(c) has completed four (4) or more consecutive complete school years in one school district under a written continuing or temporary teaching contract and has not met the requirements of subparagraph a or b of this paragraph, only if the principal of the school at which the teacher is employed submits a petition to the superintendent of the school district requesting that the teacher be granted career status, the superintendent agrees with the petition, and the school district board of education approves the petition. The principal shall specify in the petition the underlying facts supporting the granting of career status to the teacher.

- "probationary" teacher is a teacher who:
  1. is employed by a school district prior to the 2017-2018 school year and has completed fewer than three (3) consecutive complete school years as a teacher in one school district under a written teaching contract, or
  2. is employed for the first time by a school district under a written teaching contract during the 2017-2018 school year and thereafter and has not met the requirements for career teacher as provided in paragraph 4 of 70 O.S. sec. 6-101.

C. Days - Workdays of the teacher. Outside of the regular contract year of the teacher, "days" shall mean Monday through Friday except when all school offices are closed.

D. Grade Level - Preschool, Kindergarten through 5th grades, 6th through 8th grades, and 9th through 12th grades.

- E. Immediate Supervisor - Principal or other persons to whom teachers are directly responsible.
- F. Meet and Consult - A meaningful discussion held prior to making a decision at which one party seeks the advice of the other. The process of meeting and consulting does not necessarily imply that the advice and counsel of the parties is reflected in a final decision, only that proper weight and consideration has been given to same.
- G. Union - Oklahoma City AFT, Local 2309, American Federation of Teachers, AFL – CIO.
- H. Union Representative - Any member of the bargaining unit so designated by the Union President or other person with a letter identifying the bearer by name and signed by the Union President.
- I. Site Waiver - A site waiver is a request by an individual school for a variance of contract language to implement experimental or innovative programs and/or to reorganize the school in an effort to improve the education of students.

### **ARTICLE III - FAIR PRACTICES**

**Section 1:** The Board and the Union agree that they will not interfere with the right of any teacher to affiliate or not affiliate with the Union.

**Section 2:** The Board and the Union shall abide by all applicable state and federal laws and regulations pertaining to nondiscrimination practices. Since employees have recourse at District level through the Affirmative Action procedure, this section will not be subject to the grievance procedure. When utilizing the Affirmative Action procedure, teachers shall have the right to be represented by a person of their own choosing in the same manner as provided in the grievance procedure.

- A. The Affirmative Action Plan shall be available in Human Resources. A copy shall be sent to each school to be available to teachers upon request.

**Section 3:** The Board agrees that application for transfer forms and/or oral interviews of employees shall contain no reference to the employee's membership or prospective membership in any employee organization.

## **ARTICLE IV - GRIEVANCE PROCEDURE**

### **Section 1: Definitions**

- A. A grievance is a complaint by a teacher that there has been an alleged violation, misinterpretation or misapplication of the provisions of this Agreement which has affected that teacher.
- B. As used in this Article, the term “grievant” shall mean either an individual teacher or a group of teachers having the same complaint.
  - 1. Whenever one or more teachers allege there has been a violation, misinterpretation or misapplication of the provisions of this Agreement which has affected those teachers and which has arisen out of the same transaction or occurrence, the grievances filed shall be presented by one grievant and rulings on the grievance at each level shall be binding on all persons who grieved.
- C. The term “days” shall mean workdays of the teacher. Outside of the regular contract year of the teacher, “days” shall mean Monday through Friday except when all school offices are closed.

### **Section 2: Procedures for Filing a Grievance**

- A. Informal Resolution
  - 1. A teacher with a grievance may first discuss it with the immediate supervisor prior to filing of a Level One Grievance, indicating the article and section alleged to be violated, with the objective of resolving the matter informally. No written record will be made. While not required, the District and the Union encourage informal resolution whenever possible as the goal of the process is to resolve issues at the lowest level.
- B. Formal Resolution - Level One
  - 1. The grievant shall submit a written grievance to the immediate supervisor within ten (10) days of the alleged violation with a citation of the specific article, section, and paragraph of this Agreement alleged to have been violated and the specific remedy sought.
  - 2. The immediate supervisor shall schedule and hold a meeting within five (5) days after receipt of the written grievance. Persons present at this meeting will be the grievant, and if the grievant so desires, a representative of the grievant’s choosing, and the immediate supervisor, and if the immediate supervisor so desires, a person of the immediate supervisor’s choosing.
    - a. If the Union is not the representative of the grievant, a Union representative shall have the right to be present at this meeting and shall be permitted to present the Union’s views with respect to the grievance if requested by the immediate supervisor, but in any event, the Union representative within two (2) days after attending the meeting may submit the Union’s views with respect to the grievance to the immediate supervisor in writing.

- b. The District and the Union favor informal resolution as long as it is consistent with the terms and time lines of this Agreement. Nothing in this procedure is intended to prevent or limit the informal resolution of grievances at a time up to the deadline for the immediate supervisor's response at Level One.
  3. The immediate supervisor shall transmit to the grievant(s) and the Union the written decision and reason within five (5) days after the Level One meeting.
  4. The immediate supervisor shall not transmit the decision before having received and considered the Union's response as provided in 2.a. above.
- C. Formal Resolution - Level Two
  1. If the grievant is not satisfied with the Level One decision, the grievant may submit a written appeal of the grievance to the Superintendent within five (5) days after receipt of the Level One decision. A copy of the original grievance and the Level One response shall be filed with the appeal. A copy of the appeal shall be forwarded to the immediate supervisor rendering the decision at Level One.
  2. The Superintendent or the Superintendent's designee shall act as a Hearing Officer. A hearing will be scheduled at a mutually agreeable time within ten (10) days after receipt of the appeal. If a mutually agreeable hearing date has not been scheduled, the hearing officer will schedule a hearing date, to be held during the grievant's work day, within five (5) days of the expiration of the ten (10) day period.
    - a. Persons present at this hearing shall be the grievant, a representative of the grievant's choosing, and witnesses; the immediate supervisor who rendered the decision at Level One, a representative of the immediate supervisor's choosing, and witnesses.
    - b. The Hearing Officer shall be free to admit any testimony, evidence or exhibits deemed relevant, or to exclude same, in order to build as complete a record as necessary before rendering a decision.
    - c. The Hearing Officer shall limit the decision to the facts as presented by the parties and the impact on, or conflict with, this Agreement.
    - d. If the Union is not the representative of the grievant, a Union representative shall have the right to be present at this hearing and shall be permitted to present the Union's views with respect to the grievance within two (2) days of the conclusion of the hearing.
      - 1) The Union must advise the Hearing Officer if it intends to submit the Union's views with respect to the grievance.
    - e. The order of presentation of a Level Two hearing shall be as follows except that the Hearing Officer may dismiss the proceeding when the grievance is untimely filed: opening statements, presentation of documentary evidence, calling of witnesses, questioning of witnesses, cross-examination of witnesses, and redirect,

and, closing statements by both the grievant/representative and the respondent/representative.

- 1) Either party involved may waive any part(s) of its presentation.
  - 2) If the testimony of witnesses is not relevant or becomes redundant and is not needed to build as complete a record as necessary for the rendering of a decision, the Hearing Officer will direct the parties to proceed to the next step of the presentation.
  - 3) The Hearing Officer shall be responsible for maintaining order during the hearing.
- f. Within five (5) days after the hearing, the Hearing Officer shall transmit the decision in writing with written reasons thereof to the grievant; the grievant's immediate supervisor, and the Union.
- 1) The Hearing Officer shall not transmit the decision before having received and considered the Union's response.

D. Formal Resolution - Level Three

1. In the event a grievance filed at Level Three is not resolved under the above procedures in Level One and Two, the Union may submit the grievance to arbitration within five (5) school days after receipt by the grievant and the Union of the Level Two written decision. Requests by the Union for arbitration shall be in writing to the Superintendent, and subject to the procedures and provisions as set forth below.
2. Within five (5) days of the arbitration demand, the parties shall request the American Arbitration Association or the Federal Mediation and Conciliation Service to furnish one (1) panel of arbitrators from which a selection shall be made pursuant to its rules and procedures. The parties shall join in the execution of such requests.
  - a. Within five (5) days of receipt of the list of seven (7) arbitrators, the Union and a representative from the Board shall meet to strike the names of six (6) prospective arbitrators from the list. The selection of which party is to be the first to strike a name shall be determined by the flip of a coin. The parties shall alternate striking names, until only one name remains. The remaining name on the list shall be the individual who will conduct the arbitration.
  - b. The Human Resources Department and the Union shall notify the agency providing the list within two (2) days of the selection of the arbitrator. The agency shall notify the arbitrator of the selection.
  - c. The arbitrator will notify the parties of the available dates to schedule the hearing.
3. The arbitrator shall hold a hearing within twenty (20) calendar days of appointment. Five (5) calendar days' notice will be given to all parties of the time and place of the hearing. The arbitrator shall issue the decision not later than thirty (30) calendar days from the date of the closing of the hearings. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

4. The arbitrator's function is to interpret the provisions of the Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The arbitrator shall have the power to make compensatory awards, where necessary, to implement the decision.
    - a. Compensatory awards are defined as restitution of wages and/or benefits to which teachers would have been entitled had the violation of their rights under the provisions of this Agreement not occurred.
  5. Teachers protected by the provisions of School Laws of Oklahoma, 2002, Sections 115, 123-132 may not utilize the arbitration procedures for actions of suspension and dismissal.
  6. The decision of the arbitrator shall be final unless appealed by either party to Level Four.
  7. Fees and expenses of the arbitrator shall be borne equally by the parties.
- D. Formal Resolution - Level Four
1. If either party is not satisfied with the decision of the arbitrator, that party may submit a written appeal to the Clerk of the Board of Education within five (5) days after receipt of the arbitrator's decision.
  2. The arbitrator's decision shall appear as an agenda item for consideration and deliberation at the next regular meeting of the Board of Education following the receipt of the written recommendations of the arbitrator. Arbitrator's recommendations received less than ten (10) days before a regularly scheduled meeting shall be scheduled for the succeeding meeting or for a special meeting to hear the appeal.
  3. Only the arbitrator's findings of fact and conclusions, along with written evidence presented to the arbitrator may be submitted to the Board of Education for consideration and deliberation.
  4. The items listed in the preceding paragraph shall be the sole evidence utilized by the Board of Education in making its decision at this level. Neither party shall make an oral argument before the Board at Level Four. After consideration and deliberation of the arbitrator's decision in open session, the Board shall render a decision to sustain or overrule the decision of the arbitrator.

### **Section 3: General Provisions**

- A. If the grievance arises from the action of an authority higher than the immediate supervisor, the grievant may present such grievance at Level Two of this procedure.
- B. Failure at Level One to hold a hearing or communicate the decision on a grievance within the specified time limits or failure of the respondent to attend the scheduled hearing shall permit the grievant to submit an appeal at Level Two.

- C. Failure at Level Two to communicate the decision on a grievance within the specified time limit shall permit the grievant to submit an appeal to Level Three.
- D. Any appeal of a decision not filed within the specified time limit or failure of the grievant to attend a hearing shall be deemed resolved by the determination at the previous level.
- E. Any written notice referred to in previous sections may be given by hand to the person designated to receive such notices or delivered by certified U.S. Mail Services. Receipt will be mailed or presented to the deliverer.
  - 1. If a notice or decision in the formal procedure is given to the teacher by certified mail, the time in which the teacher may give notice of appeal shall be increased by two (2) days.
- F. Persons proper to be present and participate in hearings for the purpose of this article are the grievant, the grievant's witnesses and representatives, respondent, respondent's representatives and witnesses, and the Union, except as otherwise noted.
  - 1. When hearings are held during school hours, persons proper to be present shall be excused without loss of pay or accumulated leave.
  - 2. The Hearing Officer at Level Two shall exclude witnesses from the hearing room until their testimony is required.
  - 3. The Hearing Officer at Level Two may exclude or limit observers at the hearing.
    - a. At the hearing, there shall be a limit of three (3) observers from each side. Either side may request additional observers and they shall be admitted by mutual consent.
    - b. At the request of the grievant/representative or the respondent/representative, the Hearing Officer shall rule on excluding any observer(s) in order to maintain an atmosphere conducive to a fair and impartial hearing.
- G. No reprisals shall be taken by any party in interest in the Agreement against any grievant, any other party in interest, or any other participant in the grievance procedure by reason of such participation.
- H. In the event that a grievance is initiated so close to the end of the school year that it would preclude the use of time lines in this Agreement for holding a meeting or hearing, at the teacher's request the following expedited procedure shall be followed after May 1.
  - 1. Alleged violations involving the following areas of this Agreement may be expedited:
    - a. Administrative-initiated transfers
    - b. Extracurricular assignments
    - c. In-building assignments
    - d. Teaching stations
  - 2. All Level One and Two time lines will be shortened to two (2) days.
  - 3. At the teacher's request, Level One and Two hearings shall be held while the principals are still on contract.

4. Teachers choosing not to utilize this expedited process shall follow the regular procedures and time lines contained elsewhere in this Article.
- I. At the teacher's request the following expedited procedure shall be followed during the first two (2) weeks of the teacher's work year.
    1. Alleged violations involving the following areas of this Agreement may be expedited:
      - a. Administrative-initiated transfers
      - b. Extracurricular assignments
      - c. In-building assignments
      - d. Teaching stations
    2. All Level One and Two time lines will be shortened to two (2) days.
    3. Teachers choosing not to utilize this expedited process shall follow the regular procedures and time lines contained elsewhere in this Article.
  - J. Grievances shall not be placed in the grievant's personnel files nor shall they be utilized in the promotion process or any recommendation for job placement.
  - K. The respondent and the grievant are responsible for the payment of their own representative and witness involved in any formal grievance hearing.
  - L. The time, date, and place for a meeting or hearing at all levels within the prescribed time limit, shall be set by the appropriate administrator.
    1. If such meeting is held before or after the affected teacher's workday, the time shall be by mutual agreement of the parties.
    2. Any notice to be given by a teacher under the provision of Section 2 of this article may be given for the teacher by the Union or the grievant's representative with the teacher's consent.
  - M. Request for changes in any time limits and meeting times shall be made in writing. If such a request is made, the parties shall, by mutual agreement, establish the rescheduled hearing date and time.
  - N. Necessary forms for the filing of grievances shall be mutually agreed to by the Union and the Board and be made available in the office of the immediate supervisor in every school. The format of the grievance forms shall include but not be limited to the following information: name of grievant involved, statement of facts giving rise to the grievance, alleged violation of the Agreement identified by the appropriate reference provisions in the Agreement, the contention of the grievant, specific relief requested and the name of the grievant's representative.
  - O. The extent of testimony and evidence presented at any level of the grievance procedure shall be limited to the specific provision(s) of the Agreement alleged to have been violated, misinterpreted, or misapplied with respect to the grievant in the original complaint.
  - P. In the event a grievance is filed and the Union is not the grievant's representative, the Union shall be notified of all meetings, hearings, dates, times, and places by the appropriate administrator as soon as possible.

- Q. Procedures governing the conduct of Level One and Level Two hearings shall be in writing and distributed to all immediate supervisors and work site leaders.
- R. The hearing officer at Level Two shall not be the respondent or the respondent's representative at the Level Three hearing.
- S. The Union shall have the right to file grievances only on the provisions of the following articles as pertaining to the Union: Article I, Recognition, Sections 1, 2, 2 A, 3, 4, 5, and 6 B; Article II, Definitions; Article III, Fair Practices, Sections 1, 2, and 3; Article IV, Grievance Procedure, Section 2 B 2 a, Section 2 B 3, and 3 a, Section 2 C 2 d, Section 2 D 2 a, Section 3, E, M, O, and R; Article V, Union Activities; Article VI, General Conditions of Employment, Section 4 B and C, Section 5 A 2 c, Section 6 M, Section 7 A and C 2, Section 13 and Section 15; Article VIII, Teachers' Rights, Section 4 A 1 b; Article XIII, Emergency School Closing, Section 1 B; Article XIV, Teacher Absence, Section 2 B 1; Article XV, Compensation, Section 1J1 and 2 and Section 3 A 1 and 1a; Article XVI, Implementation. Such grievances shall be filed at Level Two.

## **ARTICLE V - UNION ACTIVITIES**

### **Section 1: Leave for Union Service**

- A. Upon written request by the teacher and the president of the Union, a maximum of five (5) teachers shall be granted full time leave of absence without pay on an annual basis to work for the Union as union representatives of the bargaining unit.
- B. The Board agrees to abide by Section 374(J), School Laws of Oklahoma, 2002, with regard to the individuals on Union Leave.
- C. Any teacher granted such leave of absence may continue to participate in any insurance program available to Board employees through payroll deductions by payment of the required premium to the Payroll Department as long as this is not in conflict with the provisions of the insurance policy.
- D. Upon returning to work from leave without pay, upon request, the teacher shall be placed in the same assignment the teacher held prior to taking leave of absence if the appropriate vacancy exists or if a similar vacancy in the same building or another building exists.
- E. The teacher taking leave of absence for Union service shall not lose professional nor financial status, including salary schedule advancement and seniority for a period not to exceed three (3) years while the teacher is working on behalf of the bargaining unit.
  - 1. Nothing in this paragraph shall be construed to grant tenure to a teacher otherwise ineligible to attain tenure under Section 115 of the School Laws of Oklahoma, 2002.
- F. Cumulative leave time will not accrue nor will accumulated leave time be lost.

### **Section 2: Bulletin Boards**

- A. The Board shall make available for exclusive use of the Union at least one (1) bulletin board, a minimum of eight (8) square feet located in each faculty lounge at each school for

the posting of official Union material properly identified as such. If no bulletin board presently exists in a faculty lounge for the posting of such notices, a bulletin board shall be made available in an area to which all teachers have ready access as determined by mutual agreement between the Union Worksite Leader and the immediate supervisor.

1. The Union Worksite Leader in each school shall be responsible for posting and removal of official Union notices properly identified as such.
2. Such materials posted by the Union Worksite Leaders shall not suggest, urge, or propose any action by a teacher or groups of teachers to violate, ignore, or resist any terms of this Agreement or any written Board policies or administrative regulations and directives of the Superintendent.
  - a. Board policies, administrative regulations and directives of the Superintendent shall not violate any term of this Agreement.

### **Section 3: Union Meetings in District-Owned Facilities**

- A. District-wide or district-geographical area meetings or meetings of special groups of teachers may be conducted in district-owned buildings provided prior arrangements have been made through the immediate supervisor. An approved "Application and Permission for Use of School Building" form shall be on file in the office of the immediate supervisor prior to the scheduled meeting.
  1. Union meetings in an individual school for teachers of that school which do not necessitate additional district-provided services may be held with advance verbal approval of the immediate supervisor.
- B. The immediate supervisor or other administrator of the school in which the meeting is being held shall not schedule any activity or program which will interfere with the conduct of said Union meeting once the meeting has been formally scheduled, except in emergencies.
- C. Union meetings in schools may be conducted prior to the teachers' workday or after the student day. Teachers shall have the right to attend such meetings after completing assigned duties and professional obligations.
- D. Such meetings will not be utilized to urge, suggest, or propose any work stoppage, work slowdown, or suspension of work.
- E. The day for regular Union meetings shall be the second Thursday of each month. District and/or building meetings involving teachers shall not be scheduled on this day except in emergencies.
  1. Emergencies are those occurrences which threaten the health and safety of students and/or staff or situations which require immediate action as directed by the Superintendent.
- F. After completing assigned duties, teachers may be dismissed at the end of the student day for district-wide meetings. Such approval must be given by the Superintendent.

- G. Union officers and one (1) Union Worksite Leader from each building shall be released at the end of the last regularly scheduled class period to attend regularly scheduled Union meetings, except in emergencies and so long as there is no conflict with scheduled staff meetings. Names of Union officers and Union Worksite Leaders assigned to a school shall be provided to the immediate supervisor of that school by the Union by September 15th of each school year or within seven (7) days after a change.

#### **Section 4: School Visitation by Union Representatives**

- A. Union representatives may visit schools for the purpose of conducting Union business. Upon arrival at the school, the Union representatives shall notify the office of the immediate supervisor. Union visitors will wear a District visitor's badge while visiting schools.
  - 1. School visitation during the student day with (a) Union representative(s) and a teacher or teachers shall be held in the following areas: teachers' lounge, cafeteria, other common areas, or a classroom where students are not in attendance.
  - 2. Teachers shall not be disturbed or interrupted while their classes are in session or be hindered in the process of fulfilling their assigned duties.

#### **Section 5: Availability of Information**

- A. The Board shall make available to the Union at no cost, upon written request from the President, any information subject to the Open Records Act necessary for administering this Agreement.
- B. A copy of written reports distributed by the Superintendent and/or the Superintendent's staff to the press shall be made available to representatives of the Union, upon request, at no cost.
- C. Superintendent will direct Principals to share OHI data with each teacher; each teacher will receive a copy of school data. (9/13/10)

#### **Section 6: Teacher Rosters**

- A. Human Resources shall make available to the Union a list of teachers containing their job titles and building assignments, home addresses, and phone numbers except that phone numbers and/or addresses may be withheld for any teacher who has requested in writing to Human Resources that such information not be made public.
  - 1. Such lists shall be made available to the Union without charge twice a year when requested in writing twenty-four (24) hours in advance.
- B. Class schedules for all teachers shall be given to the Union's Worksite Leader at each school at the beginning of each semester.
- C. Human Resources shall provide to the Union: names, job assignments, and work sites of all resident teachers as soon as possible.

## **Section 7: Payroll Deductions**

- A. Upon receiving a signed authorization form from individual teachers, at no cost to the teacher, payroll deductions will be made for Union dues, political contributions, health insurance, and two (2) computer payroll slots shall be made available for other approved Union insurance programs. If available, one (1) additional computer payroll slot will be allocated for use for other approved Union insurance programs. The Board will be authorized to make said deductions upon receiving a signed authorization form attached as Appendix A to this Agreement.
- B. All written requests for deductions will be hand delivered to the Payroll Department. Verification of the receipt of the requests for deductions shall be made upon a list of names accompanying the request.
- C. It shall be the responsibility of the teacher to determine, if in fact, that the deductions are being made as requested.
- D. The Board will provide lists of individuals and amounts withheld for Union dues, political contributions, and insurance on a monthly basis.
- E. Notice of deduction cancellations of Union dues and/or political contributions shall be given to the Union as soon as possible after such cancellations.
- F. The Union shall indemnify and hold harmless the Board of Education for any claims, demands, suits, or other forms of liability (including specifically costs and attorney fees) attributable to the Union that shall arise out of the collection of Union dues, political contributions, and insurance.

## **Section 8: Board Agenda and Minutes**

- A. The Board shall make available copies of the official agenda and minutes of the previous meeting to the Union at the same time such copies are made available to the Superintendent's staff.
- B. A copy of the minutes of Board meetings shall be posted on the District's website.

## **Section 9: Representation on Committees**

- A. The Union shall furnish a list of eligible teachers from the appropriate grade level(s) or subject areas who meet the criteria established by the Board to serve on each committee or other organized group that requires teacher participation and representation.
  - 1. This list will be provided to the appropriate administrator within seven (7) days after the written request is received by the Union.
    - a. The written request will include the criteria and the number of teachers needed for the committee.
  - 2. Failure of the Union to provide the number of teachers needed to serve on the committee within seven (7) days after the written request shall permit the appropriate administrator to designate other teachers to serve.

- B. Teachers who accept such appointments will be released to attend committee meetings that are scheduled during the workday at no loss of pay or accumulated leave after the approval of such request by Human Resources. Teachers, if possible, will devote time beyond the regular student day in order to serve on such committees.

**Section 10: Announcements at Faculty Meetings**

- A. At the request of the Union Worksite Leader, the immediate supervisor shall call upon the representative to make announcements during a scheduled faculty meeting.

**Section 11: Meetings with Immediate Supervisor**

- A. Meetings between the Union Worksite Leader(s) and the immediate supervisor shall be held at the immediate supervisor's request or the Union Worksite Leader's request at a mutually agreed upon time to discuss the enforcement, interpretation, administration, and implementation of the terms of this Agreement.

**Section 12: Leave for Conventions, Conferences, and Meetings**

- A. Leaves of absence limited to not more than a total of eighty (80) teaching days per year may be granted without loss of pay or charged against accumulated leave to attend Union related conventions, conferences, and meetings upon approval of the Superintendent or the Superintendent's designee.
  - 1. The request for leave shall state the date(s), location, and name of the convention, conference, or meeting.
  - 2. For days approved beyond eighty (80) days, the union shall pay the cost of the substitute.
    - a. If a substitute is hired, the union shall pay the actual cost of the substitute. If a substitute is not hired, the union shall pay the cost of a non-certified substitute.

**Section 13: Teacher Orientation**

- A. When a new-teacher orientation is held at the beginning of the school year, the Union will be provided time on the agenda.
  - 1. This time will not be used to discuss or distribute membership information.

**Section 14: Union Electronic Mail Communication**

- A. The Union and members of the Bargaining Unit shall have access to the District electronic mail system for communication purposes.
  - 1. Such communication shall not suggest, urge, or propose any action by a teacher or groups of teachers to violate, ignore, or resist any terms of this Agreement or any written Board policies or administrative regulations and directives of the Superintendent.
  - 2. Political campaign material other than that directly related to the internal politics of the Union or its affiliates may not be transmitted by the Union.

- B. The District shall provide the Union with electronic mail addresses, updated monthly, for all members of the Bargaining Unit.
- C. Individual teachers shall have the right to be removed from Union electronic mail correspondence. Said notification shall be in writing to the Union and the District.
- D. Teachers shall not interrupt their classroom instruction through the use of electronic communication with the Union.

### **Section 15: Union School Mail Communication**

- A. The Union, as the officially elected bargaining agent, shall have access to the District school mail system to provide information related to the current business of the District to members of the bargaining unit, up to two (2) times per month.
  - 1. Such communication shall not suggest, urge, or propose any action by a teacher or groups of teachers to violate, ignore, or resist any terms of this Agreement or any written Board policies or administrative regulations and directives of the Superintendent.
  - 2. Political campaign material may not be mailed through the school mail system.
  - 3. Union mail shall be addressed to the Union Worksite Leader who will be responsible for distribution.
  - 4. The Union shall provide a copy of the information to be mailed to the Superintendent's designee for review and approval at least two (2) days prior to the scheduled mailing date.
  - 5. The Union shall reimburse the District for any additional costs that may be associated with the use of District school mail.

## **ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT**

### **Section 1: Fair Employment Practices**

- A. The Board shall abide by all applicable state and federal statutes, rules and regulations relating to employment of teachers.
- B. The Board shall abide by all applicable state and federal statutes, rules and regulations relating to the dismissal of teachers.

### **Section 2: Calendar**

- A. The school calendar shall consist of one hundred seventy-three (173) instructional days plus eight (8) days consisting of the following: five (5) days preschool consisting of three (3) professional development days, (half of one professional development day will be reserved for completion of online training required by the District) and two (2) teacher work days which will occur on the fourth, (4<sup>th</sup>) and fifth (5<sup>th</sup>) day and be set aside in all schools for class preparation (one (1) day in October for professional development; one (1) day during

the second semester for professional development; and one (1) day at the end of the second semester for record keeping.

1. Two (2) days for district-wide teacher-parent conferences shall be scheduled during the 174 instructional days, prior to the fourth quarter, in accordance with Section 10 of this article.
2. Two (2) days for fall break will be inserted in the school calendar during the month of October at the time state teachers' meetings are normally held.
3. Two (2) days will be inserted in the calendar as make-up days for inclement weather. If schools are not closed due to inclement weather, no school will be held on the make-up days.
4. A classroom teacher who is hired after the beginning of the contract year shall be provided with one (1) day for class preparation. If necessary, the District will provide a substitute for any students assigned to such teachers.

### **Section 3: Teaching Assignments and Duties**

#### **A. In-Building Assignments**

1. Teacher assignments in a building shall be made by the immediate supervisor.
  - a. With the exception of instances when a teacher has been placed in charge of a school in the absence of the immediate supervisor, no teacher shall make teaching assignments or supervise other teachers.
2. Teachers will be assigned within the scope of their certification as prescribed by applicable State Department Policies and Regulations.
3. Teachers will not be required to conduct classes in more than one (1) room if sufficient classroom spaces designed for the teacher's particular instructional area are not utilized for any regularly scheduled instructional program during the school week and utilization of the rooms does not impose any excessive additional costs for operation and maintenance.
4. Teachers shall be notified by May 1, of their tentative teaching assignment(s) and teaching station(s) for the coming year.
  - a. If the teaching assignment and/or teaching station(s) is/are different from the current teaching assignment and/or teaching station(s) or if a change is necessary after May 1, a conference with the teacher shall be held concerning the change, and if requested by the teacher, the reasons for the change shall be given in writing within two (2) days of the conference.
    - 1) If a change is made when school is not in session and the teacher is not available, the immediate supervisor will notify the teacher by certified mail as soon as possible.

- b. A teacher so notified who desires a conference shall, upon written request, be assured of a conference at a time mutually agreed upon by the teacher and immediate supervisor.
  5. The determination of the in-building assignments shall be based on qualifications.
    - a. Such qualifications shall include: student needs, as supported by achievement data, certification, educational training, and experience.
    - b. Seniority shall be used to determine in-building assignments when qualifications are equal.
  6. A teacher may request a change in an in-building assignment for the following year, stating in writing the reasons for such request to the immediate supervisor.
    - a. If a teacher's request with regard to the assignment is denied, the teacher may request and shall be granted a conference with the immediate supervisor to discuss the assignment, and if requested by the teacher the reasons for the change shall be given in writing within two (2) days of the conference.
- B. Traveling Teachers**
1. Teachers assigned to more than one (1) school shall select one (1) of their assigned schools as their pay-site at the beginning of the school year.
    - a. With the agreement of the parties involved and approval of the immediate supervisor(s), teachers shall have the right to change teaching assignments with other teachers if such request is made before the end of preschool week.
    - b. Assignments to more than one (1) school on a given day shall be made to minimize interschool travel.
    - c. Travel time for teachers assigned to more than one (1) school shall not be considered as lunch time or planning time.
    - d. Teachers will indicate their presence and departure in each assigned building in the same manner as other teachers.
    - e. Full-time teachers who must travel from one (1) school to another as part of their basic assignment shall arrive at and leave from the building on the same schedule as other teachers working a full seven-hour duty day, but shall not exceed seven (7) duty hours.
    - f. Teachers assigned to more than one (1) school and whose assignments require them to move from one (1) school to another in a single day and those teachers responsible for the job placement and supervision of students within the community shall be reimbursed for mileage as provided in the article on compensation of this Agreement.
    - g. Prior to the beginning of instruction, fine arts and physical education teachers assigned to more than one (1) school shall be provided one (1) day of class preparation time without students at each assigned school.
- C. Extracurricular Activities and Other Assignments**

1. Teachers may express their preferences in selecting extracurricular assignments.
  - a. If a teacher prefers a particular extracurricular assignment for the ensuing school year, that preference shall be expressed in writing on a standardized form to the immediate supervisor by April 15th.
  - b. The immediate supervisor shall:
    - 1) Post all extracurricular positions except JROTC, Athletic Coaches, LTE (Lead Technology Educators) and Vocal Music, Band, Orchestra, Drama & Dance teachers, and the amount of compensation for each position by April 1.
    - 2) Make standardized application forms available to teachers.
    - 3) Consider all written applications, which were submitted by April 15.
    - 4) Select the best qualified teachers for extracurricular assignments.
    - 5) Notify all applicants by posting the assignments on or before May 15 in an area where all teachers have ready access.
  - c. Teachers new to the building for the ensuing school year may request in writing and be considered for any unfilled extracurricular assignment.
  - d. Extracurricular assignments designated for compensation shall be paid according to the schedule provided for in this Agreement.
2. Athletic Coaching Assignments
  - a. Coaching positions shall be posted and the incumbent notified when the position becomes vacant. A position may be filled after having been posted on the District's vacancy list for one (1) week.
  - b. The District athletic director and the immediate supervisor shall consider all written applications for coaching positions and select the best qualified coaches for coaching assignments.
  - c. Coaching assignments designated for compensation shall be paid according to the schedule provided for in this Agreement.
  - d. If a teacher prefers a coaching assignment, that preference shall be expressed in writing on the standardized application form to the immediate supervisor.
3. Resident teachers shall be assigned a mentor teacher according to Sections 18 and 180.2, School Laws of Oklahoma, 2002, and the regulations and guidelines as established by the State Department of Education.
  - a. Acceptance of a mentor teacher position shall be voluntary and shall be compensated as established in the article on compensation of this Agreement.
4. The immediate supervisor may request that a teacher serve as a cooperating teacher for a student teacher.
  - a. Such acceptance of a student teacher shall be voluntary on the part of the individual teacher.

#### D. Duties

1. The immediate supervisor shall meet and consult with the Faculty Advisory Committee with regard to the establishment of a duty schedule.
    - a. Such duties shall be equitably distributed among regular teachers assigned to the school.
    - b. The immediate supervisor shall distribute a copy of the building duty schedule to each teacher.
  2. Teachers shall not be required to complete any reports, records, or documents specifically required to be completed by the teachers' immediate supervisor(s) but shall provide the immediate supervisor or other administrator information according to the required format necessary to complete the report.
    - a. The immediate supervisor shall make every effort to avoid requesting from the teacher information which is readily obtainable at the Central Office or already available in the office of the immediate supervisor.
  3. Teachers will only be required to distribute materials which are related to the activities of, information to, or needs of the child, the parent, or the District.
    - a. If the individual teacher believes the materials to be distributed do not meet the above criteria, the teacher shall discuss it with the immediate supervisor.
    - b. After discussing the material with the immediate supervisor, if the teacher believes the material does not meet the stated criteria, the teacher may appeal to the Superintendent or his/her designee.
    - c. If after distributing such material the individual teacher still considers that the material does not meet the above criteria, the teacher may utilize the grievance procedure.
  4. The immediate supervisor shall consult with the teacher prior to the evaluation of an assistant or clerk assigned to assist that teacher.
- E. Student Evaluation and Retention
1. It shall be the teacher's responsibility to contact parents as soon as the teacher determines that a student is doing unsatisfactory work.
    - a. If unsatisfactory notices are to be mailed, postage shall be at District expense.
  2. Evaluating and authenticating students' progress by appropriate grades shall be the responsibility of the teacher.
    - a. Recording of grades and the reporting of student progress shall follow established District policies and procedures.
    - b. Teachers shall receive grade cards at least one (1) day prior to the end of the quarter.
      - 1) Teachers shall not complete grade cards during instructional time.
      - 2) Following the first (1st) and third (3rd) quarter grading periods, teachers shall be allowed two (2) days to complete grade cards.

- 3) Following the second (2) quarter grading period, teachers shall be allowed four (4) days to complete grade cards. (8/9/2012)
  - 4) In secondary schools, at the conclusion of the fourth (4th) quarter, teachers shall be allowed one (1) day to complete grade cards.
  - 5) In elementary schools, grade cards shall be completed and distributed on the last student day of the school year.
- c. Upon request of a student, parent, or the immediate supervisor, the teacher shall interpret the method used and/or the basis for making the determination of a student's grade or grades.
  - d. When a student is recommended for retention and the evaluation team concurs with that recommendation in accordance with District policy and administrative regulations, the student shall be retained for the ensuing year unless the parent's appeal is upheld.
    - 1) Information regarding an appeal decision shall be available to teachers in the office of the immediate supervisor.
    - 2) An elementary student so retained shall be assigned to a different teacher(s), if possible, for the ensuing year unless the retaining teacher(s) requests the reassignment of that student.
3. Without prior notification to the teacher, mistakes or errors in grades or unsubstantiated grades may be corrected by the immediate supervisor.
    - a. Mistakes or errors shall be defined as incorrect averaging or mismarked cards. Unsubstantiated grades are those not supported by at least weekly grades and a clear, written explanation of the method and basis for determination of the grades.
    - b. When grades are changed, the immediate supervisor shall notify the teacher of the change.
- F. Miscellaneous
1. The Board and the Union recognize the importance of attendance at many school sponsored activities such as open house, graduation, baccalaureate activities and PTA meetings; and therefore, jointly encourage teachers to attend these functions.
  2. Assignment of members of the same immediate family to the same school or directly responsible to the same immediate supervisor shall be made only as a special exception by the Superintendent.

#### **Section 4: Seniority**

- A. Seniority shall be defined as the unbroken service as a teacher in the District.
  1. Teachers employed as less than full-time teachers accrue seniority in proportion to the amount of time employed.

- B. Any teacher on approved leave shall retain seniority rights, but seniority shall not accrue during that time except in the case of paid leave or Union leave as provided for in Article V, Union Activities, Section 1, Leave for Union Service.
- C. Where a question of seniority is a factor in a dispute, the seniority of the teachers involved shall be made available to them and to the Union.
  - 1. Seniority shall begin to accrue with the first day of employment. The first day of employment shall mean the teacher's first workday.
  - 2. No approved leave shall be considered a break in service for any reason except when two (2) or more teachers under consideration have equal seniority. A leave will then be considered as a break in service.
  - 3. When seniority is the deciding factor and a tie exists, the following factors shall be compared until the tie is broken:
    - a. Any previous periods of employment in the District.
    - b. Employee birth dates, the older employee being considered the most senior.
- D. The records on file in Human Resources shall be the official and final record for determining seniority.

## **Section 5: Teacher Transfers and Promotions**

- A. General Provisions
  - 1. A transfer is defined as the movement of a teacher from an assignment in one (1) school to an assignment in another school.
  - 2. Vacant positions are posted on the District website as they become available for fill. (6/14/10) A position may be filled after having been posted for one (1) week.
    - a. Vacancy lists shall set forth specific qualifications and job requirements for promotional vacancies.
    - b. Vacancy lists shall set forth the location and position, and when applicable, specific qualifications and job requirements for teaching vacancies. Job descriptions shall be available in Human Resources.
  - 3. Transfers shall be granted to best meet the educational program of the school and to best meet the needs of the students of that school.
  - 4. Teachers in the District shall have an opportunity to apply for, and be considered for, vacancies before applicants not employed in the District will be considered for any vacancies for the ensuing school year.
    - a. Certified Substitutes shall have an opportunity to apply and be considered for vacancies before applicants not employed in the District will be considered for any vacancies.
  - 5. Teachers interviewed for the prospective transfer shall be notified of the filling of the position.

- a. The teacher may within two (2) work days, request in writing and shall, within two (2) work days after submitting the written request, receive in writing an explanation as to the reasons the request was not granted.
  - 1) The time period for filing a grievance shall begin upon receipt of the explanation from the immediate supervisor.

#### B. Temporary Contracts

1. All teachers employed by the District may be placed on a Temporary contract for the first four (4) semesters of employment. (6/14/10)
2. Teachers who are hired to replace a teacher who is on an approved leave of absence and who is expected to return to employment with the District, and teachers who are retired members of the Teachers' Retirement System of Oklahoma shall be offered a Temporary Contract only. (6/14/10)

#### C. Teacher-Initiated Transfers

1. A teacher's request for transfer shall be initiated through the districts applicant tracking system maintained by Human Resources. (7/2013)
  - 2.
  2. A teacher may request a transfer to a specific position for the current school year as soon as a vacancy for which the teacher is certified has been posted.
    - a. Teachers are eligible and shall be considered for transfer during the current school year when:
      - 1) The teacher has completed one year of experience in the District;
      - 2) The teacher is not under an evaluation plan for improvement.
    - b. No more than ten (10) percent of the teachers may be granted a transfer from the same building during a school year. Ten (10) percent shall be no fewer than three (3) teachers.
    - c. When a teacher's request for transfer during the current school year has been granted, the effective date of that transfer shall be within three (3) weeks. However, if a suitable replacement has not been secured, the effective date of the transfer shall be the first day of the ensuing semester. While a suitable replacement is being secured, the position will be held for the teacher who will be receiving the transfer.
      - 1) The effective date may be established at an earlier time by mutual agreement of both immediate supervisors.
    - d. A vacancy created by transfer during the current school year must be filled by a non-transfer applicant who will not be eligible to transfer until the following school year.
  3. A teacher may request a transfer for a specific position for the ensuing school year as soon as the vacancies are posted.

4. A request for a transfer, other than promotional, may be submitted up to five (5) business days after the state statutory deadline for notifying districts of the intent to separate (70 O.S. § 6-101€), and the submission period shall not reopen until fifteen (15) calendar days following the first student day of school.
5. The granting of a transfer shall be based upon seniority when individual qualifications are equal. Such qualifications shall include: student needs, certification, educational training, experience, and school related special skills. Consideration shall also be given to affirmative action guidelines of the District.

#### D. Administrative-Initiated Transfers

1. Administrative transfers shall be made for just cause including but not limited to: a reduction in staff due to loss in enrollment, reduction or elimination of programs, loss of funds, failure to meet minimum class size, closing of buildings, program equity, or Title I district comparability requirements. (6/14/10)
  - a. Administrative transfer due to the loss of federal funds, resulting in the reduction or elimination of a program should only occur if there are no vacancies at the current site. (8/13/12)
2. Transfers may be made by administrative initiative during the current school year or for the ensuing school year.
3. When an administrative transfer is necessary due to reduction in staff, the immediate supervisor will consider the educational needs of the students of that school and determine the area of certification at the elementary level and the department at the secondary level where the reduction in staff can best be made.
  - a. After determining the elementary level and/or secondary department where the reduction will occur, the immediate supervisor shall ask for volunteers. (8/16/11)
    - 1) Properly certified teachers who volunteer will be transferred first, if the transfer will not adversely affect the program needs and the affirmative action guidelines of the District.
      - a) Properly certified teachers will be those individuals whose certification(s) is/are on District record at the time the reduction decision is determined.
    - 2) In secondary schools, the immediate supervisor may identify for exemption up to four (4) classroom teachers, no more than two (2) from any one department, from being placed on a potential transfer list.
    - 3) In elementary schools, the immediate supervisor may identify for exemption up to two (2) classroom teachers from being placed on a potential transfer list.
  - b. Teachers shall not be placed on the exemption list if it would adversely impact the school's compliance with District affirmative action guidelines.
  - c. The names of the teachers identified for exemption with the reasons for the exemptions will be submitted to the Chief Human Resources Officer review and approval prior to the teachers being notified.

- d. After applying the exemptions, an administrative transfer will be based on seniority within the identified elementary level or secondary department.
4. Notice of transfer for the ensuing school year shall be given to the teacher involved as soon as the decision is made of the need for such transfer, by April 10, if possible. Administrative transfers must have the approval of the Chief Human Resources Officer.
  - a. Any administrative transfer shall be made only after a private conference between the affected teacher and the immediate supervisor. Provided that when buildings are closed or entire staffs are reassigned, group meetings will be held to provide information to affected teachers. Individual teachers may request and shall be granted a private conference. In this conference, the reasons for the transfer shall be explained and if requested by the teacher, the reasons for the transfer shall be given in writing within two (2) days of the conference.
5. Teachers who are to be transferred by administrative initiative may express a preference for existing vacancies for which they are certified.
  - a. For teachers with ten (10) years or more seniority, teaching assignments will be made by Human Resources according to seniority, certification, teacher preferences and teacher effectiveness based upon the last three years' evaluation ratings. (6/14/10)
  - b. For teachers with less than ten (10) years of seniority, teaching assignments will be made by Human Resources according to District needs.
6. Teachers who have been transferred by administrative initiative shall be allowed to transfer back to their original building if a vacancy occurs for which they are qualified on or before October 15<sup>th</sup> of the ensuing school year, providing such transfer requests are made in writing to Human Resources.

### **Section 6: Teacher's Time**

- A. Teachers assigned to one (1) school as their regular assignment shall report:
  - Elementary and Middle Schools:** 20 minutes before the first regularly scheduled class at that school and may leave 20 minutes after the last regularly scheduled class at that school.
  - Middle/High Schools and High Schools:** 25 minutes before the first regularly scheduled class at that school and may leave 15 minutes after the last regularly scheduled class at that school.
1. Teachers assigned to more than one (1) school shall have a workday equivalent in length to the workday of teachers regularly assigned to one (1) school.
  - a. Classroom teachers assigned to more than one (1) school shall have planning time equivalent to classroom teachers assigned to one (1) school.

- B. All teachers shall have at least a weekly average of thirty (30) minutes per day, but not less than twenty-five (25) minutes per day duty-free lunchtime except in emergency situations as determined by the immediate supervisor.
  - 1. Duty-free lunchtime shall be scheduled in addition to planning time.
  - 2. Teachers may leave the building during their duty-free lunch period.
- C. Elementary classroom teachers shall be scheduled for a minimum of two hundred (200) minutes per week with scheduled periods of no less than thirty (30) consecutive-minutes duty-free planning time during the student day.
  - 1. The scheduled duty-free planning time shall be exclusive of the duty-free lunch period.
  - 2. Additional planning time above the two hundred (200) minutes minimum per week will be in keeping with state elementary regulations requiring supervised school activities of not less than six (6) hours per day.
- D. Middle school classroom teachers shall be scheduled for a minimum of one (1) complete instructional class period a day as a duty-free planning period exclusive of the duty-free lunch period.
- E. High school classroom teachers except vocational teachers who teach vocational classes consisting of three (3) two (2) hour classes or two (2) three (3) hour classes and those teachers on extended time block scheduling shall be scheduled for a minimum of fifty-five (55) minutes a day as a duty-free planning period exclusive of the duty-free lunch period.
  - 1. High school classroom teachers on a four class per day block schedule shall be scheduled for a minimum of one (1) complete instructional time block a day as a duty-free planning period, exclusive of the duty-free lunch period.
  - 2. Teachers on extended time-block scheduling shall be scheduled for a minimum of two hundred seventy-five (275) minutes per week over a two (2) week time period for duty-free planning time, none of which shall be scheduled for less than a period of fifty-five (55) consecutive minutes exclusive of the duty-free lunch period.
- F. Planning time may not be available to classroom teachers when a fine arts or physical education teacher assigned to more than one (1) school is using class preparation time as provided in section 3.B.1.g. above. Teachers shall not receive compensation or compensatory time in this instance.
- G. Teachers shall be permitted to leave the school during their planning time with the immediate supervisor's permission to avail themselves of District and school related community resources.
- H. Additional planning periods may be scheduled for department or team chairpersons based on program needs as determined by the immediate supervisor.
- I. If the District should change the school day for students, the teachers' workday will be changed correspondingly.
- J. If a teacher is required to report to work before or stay after the time specified in A. above on a regular basis exclusive of staff meetings, the teacher shall receive equivalent

- compensatory time. Such time shall be arranged by mutual agreement of the teacher and immediate supervisor.
- K. All teachers shall attend staff meetings unless excused by the immediate supervisor.
  - L. The day for regular staff meetings, not to exceed three (3) per month, shall be designated at the beginning of the school year by the immediate supervisor.
    - 1. The first regularly scheduled staff meeting of each month may be used for professional development activities, not to exceed sixty (60) minutes after the teachers' workday. (7/2013 and 7/2014)
      - a. In situations where there is a scheduled election and/or inclement weather, the meeting designated for professional development shall be moved to the following staff meeting. (7/2014)
    - 2. The Remaining two meetings, if used, shall be scheduled for such a length of time as is suitable for dealing with agenda items as established by the immediate supervisor but shall not extend beyond thirty (30) minutes after the end of the teacher's workday.
    - 3. Any individual school identified by the State Department of Education as a school improvement site has the option of once a month extending the school day for professional development training up to 1.5 hours. The teachers shall be paid as per Article 16 Sec. 6 A of the negotiated agreement for up to 1.5 hours.
      - a. Notification of the professional development training will be provided two (2) weeks in advance.
      - b. This professional development training time shall not be used to conduct school business.
    - 4. The Faculty Advisory Committee shall have input into the planning of the professional development activities.
  - M. Vendors who are provided building access must be approved in accordance with Board policy and must identify the company that they represent and wear appropriate identification.
  - N. Vendors that are selling a product shall only meet with teachers on a voluntary basis. Presentations will not be conducted in a faculty meeting or the classroom, with the exception of the third party administrator and/or philanthropic organizations.
  - O. Staff members shall be notified as soon as possible after determination of need for staff meetings called on days or at times other than that regularly scheduled for the building staff meetings.
    - 1. Compensatory time shall be arranged by the immediate supervisor whenever such a meeting extends beyond the teacher's workday.
  - P. Staff meetings shall not be held on Thursday afternoons except in emergencies.
  - Q. While the goal is to secure adequate substitute teachers to cover classes of absent teachers, it is recognized that teachers may be required to forego planning time to cover for an absent teacher and/or accept students from an absent teacher's classroom. The

immediate supervisor will establish methods to assign teachers to properly supervise students of absent teachers in an equitable manner within normal constraints unique to the building and to the activities occurring at the time of the absence.

1. Teachers who are required to cover a class of a teacher who is absent shall be compensated as provided in the article on compensation of this Agreement.
  - a. Teachers who cover a class shall receive a copy of the carbon-ready form verifying such cover.
  - b. Teachers shall receive such compensation monthly.
2. Teachers receiving additional students not on their regular classroom attendance shall be compensated according to the article on compensation of this Agreement.
  - a. Teachers receiving additional students shall receive a copy of the carbon-ready form verifying the addition of students.
  - b. Teachers shall receive such compensation monthly.
  - c. In elementary schools, the immediate supervisor shall make every effort to assign no more than ten (10) additional students to a classroom for a day.

#### **Section 7: Teacher Evaluation**

- A. The Board agrees to comply with the provisions of the School Laws of Oklahoma.
- B. Whenever the District Teacher Leader Evaluation (TLE) Guidelines are to be changed, teacher representatives shall be selected to serve on the TLE Task Force Committee, as provided in Article V, Section 9 of the Collective Bargaining Agreement. A majority of the committee shall be teachers. A majority of the teachers on the committee shall be from the category to be evaluated by the new guidelines. The committee shall issue a recommendation which shall become effective upon final approval of the Superintendent, or designee, and Union President. For agreed upon evaluation language, reference the approved TLE guidelines on the District website.
  - a.
    - C If a teacher believes the evaluation was affected by failure to follow proper procedures of the OKCPS TLE Guidelines, or was affected by factors other than those specifically stated in the appropriate form, the teacher shall have recourse through the grievance procedure. The rating on the evaluation is not grievable unless affected by factors other than those specifically stated in the appropriate form. (9/2015) Teachers have the right to representation of their choice when being placed on a Plan for Improvement pursuant to the TLE process.

#### **Section 8: Personnel Files**

- A. Official personnel files shall be those files maintained in the office of the immediate supervisor and Human Resources.

1. Information from sources other than official personnel files shall not be used in any action that may adversely affect the teacher's employment or the evaluation of a teacher's performance.
- B. Material that may adversely affect the teacher's employment or the evaluation of a teacher's performance shall not be placed in a teacher's file until the teacher has had the opportunity to read the material and to sign and date the actual copy to be filed. The teacher's signature shall merely signify that the teacher has read the material to be filed and does not necessarily indicate agreement with the content. Further, the teacher shall receive a copy of said material at the time the teacher signs the material. Additional copies will be supplied to the teacher with the teacher paying the cost of reproduction.
  1. Letters of reference written prior to employment in the District, teaching certificates, transcripts, leave records, transaction sheets, and microfilms of past evaluations may be placed in a teacher's file without the signature of the teacher.
- C. Teachers shall have the right to affix a written response to any material in their files including observation and evaluation forms within ten (10) workdays after viewing, and such response shall be kept with the material to which it was affixed. A notation that a response was made shall be written on the original material.
  1. The responding teacher shall file the original and two (2) copies of the response with the Chief Human Resources Officer.
  2. The original response shall be affixed to the material in question on which the notation cited in C. (above) has been made. A copy of the response shall be retained by the Chief Human Resources Officer, and a copy forwarded to the person making the original comment.
    - a. Upon discovery that the original and the response have become detached, it shall be the responsibility of the Chief Human Resources Officer to supply a replacement copy from one (1) of the above sources to complete the record.
      - 1) The original material shall not be reviewed for any action until the Chief Human Resources Officer has supplied a replacement copy of the response.
- D. Teachers shall be permitted to place in their files any material which contains factual information concerning additional training or experience pertinent to the teacher's professional qualifications.
- E. Allegations and anonymous charges shall not be placed in any personnel file, regardless of current employment status.
- F. Any material that is not directly related to a teacher's performance of duty shall not be placed in any personnel file.
- G. Furthermore, any material relating to a suspension, reprimand, or other disciplinary action resulting from allegations, anonymous, unsubstantiated official charges shall not be placed in the personnel files until such allegations or charges have been substantiated and documented through a complete and thorough investigation.

- H. Each teacher, or the teacher's designee, upon presentation of written, notarized authorization specifically authorizing inspection of the teacher's files may, upon request, review the contents of the teacher's own personnel files, and all documents relating to evaluation of the teacher maintained by the immediate supervisor and/or Human Resources.
  - 1. If a teacher desires a copy of any of the above mentioned documents except letters of reference, such copy will be supplied to the teacher with the teacher paying the cost of reproduction.
  - 2. A teacher, after making prior arrangement with Human Resources, may view employee file information stored in the District computer accessed through Human Resources relating to that specific teacher.
- I. The Board agrees to release information in the personnel files as follows:
  - 1. Only to the employees of the District who have a specific need for the information to complete their job duties.
  - 2. Specific information to other public agencies upon official request.
  - 3. Teachers will indicate on a prepared release form those items of information they will allow to be released to nonpublic agencies upon request.
  - 4. Public information will include the name, job title, job location, and salary. Address and telephone numbers will be excluded only on written request of the teacher.
  - 5. Other items of information will be released only upon the written approval of the teacher.
- J. Persons viewing a teacher's file in the process of considering such employee for transfer, promotion, or advancement shall sign and date the viewing record form attached to the file.
- K. If it is determined that a teacher's personnel file contains material that does not meet the criteria stated in this section, the material shall be removed and destroyed in the presence of the teacher.
- L. When three (3) years have elapsed since the last documented disciplinary action, and upon written request by the teacher, verbal and written reprimands/admonishments shall be removed from the personnel files and returned to the teacher.
  - 1. Plans for improvement and any reprimands/admonishments related specifically to such plans shall not be removed.
- M. When five years have elapsed since the completion date of the last plan for improvement, and upon written request by the teacher to the Chief Human Resources Officer, plans for improvement shall be removed from the personnel files and returned to the teacher.  
(8/9/2012)
- N. Records or copies of records removed upon the request of the teacher as described above shall not be retained in any form.

## **Section 9: Class Interruptions**

- A. Entrance into a classroom while class is in session shall be kept at a minimum and shall be only by persons fulfilling their assigned duties.
- B. After the first twenty (20) student days, announcements will be made at specified times during the day not to exceed two (2) times with the exception of emergencies.
  - 1. Announcements shall not exceed ten (10) minutes in length.
- C. All classroom instruction shall begin as soon as possible after class is scheduled to begin.
- D. Learning activities are to be continued until the class is scheduled to be dismissed.
- E. Upon request by persons not employed by the District, entrance into the classroom shall be allowed only when arrangements have been made with the immediate supervisor and the teacher involved.
- F. The provisions of E. (above) shall not prohibit the immediate supervisor or designee from escorting interested citizens and patrons on general school visits.
  - 1. Class instruction shall not be interrupted.
  - 2. Should a conference become necessary with an individual teacher, such persons may make an appointment with the teacher.

#### **Section 10: Teacher-Parent Conferences**

- A. When determined necessary by the teacher, the teacher shall attempt to arrange and hold conferences with parents to discuss a student's behavior or learning activities.
  - 1. In the event such a conference is not held, a record of attempts to contact parents shall be maintained. Such records shall indicate the date, time, reason, and method used to contact.
- B. Teachers will arrange with the parent the most suitable time for the meeting to take place.
  - 1. Teachers must be accessible during their workday, and the immediate supervisor shall arrange any relinquishment of their responsibilities.
  - 2. If such a meeting must take place outside of the workday, compensatory time off is to be arranged by mutual agreement of the teacher and immediate supervisor.
- C. If a conference is arranged by someone other than the individual teacher(s), the time of the conference shall be agreed to by the teacher(s) involved.
- D. At least two (2) teacher-parent conferences will be scheduled prior to the beginning of the fourth quarter by elementary classroom teachers. When conferences are held, the date and any necessary documentation shall be recorded.
  - 1. In the event such a conference is not held, a record of attempts to contact parents shall be maintained. Such records shall indicate the date, time, reason, and method used to contact.

#### **Section 11: Facilities and Supplies**

- A. Teachers shall notify the immediate supervisor of the need for supplies, facilities, equipment, furniture, and materials and the maintenance thereof.

1. The immediate supervisor shall initiate appropriate procedures to acquire the requested supplies, facilities, equipment, furniture, materials, and maintenance, as soon as possible, or explain to the teacher why the requested items cannot be obtained.
    - a. The teacher may request in writing and shall receive in writing an explanation as to why the requested items cannot be obtained.
  2. Upon a teacher's request, official requests for maintenance shall be made available for viewing.
  3. When notified that repairs are scheduled to be made in a teacher's work area, the immediate supervisor shall notify the teacher when the repairs are scheduled to begin.
  4. When repairs necessitate a relocation of the class, such relocation shall be arranged by the immediate supervisor.
- B. The Board shall make provisions for at least one (1) teachers' lounge area at each school site.
- C. Teachers who are assigned to more than one (1) school shall notify the immediate supervisor of each school of the need for supplies, facilities, equipment, furniture, and materials, and the maintenance thereof.
1. The immediate supervisor shall initiate appropriate procedures to acquire the requested supplies, facilities, equipment, furniture, materials, and maintenance, as soon as possible, or explain to the teacher why the requested items cannot be obtained.
    - a. The teacher may request in writing and shall receive in writing an explanation as to why the requested items cannot be obtained.
  2. No teacher shall be required to conduct classes in closets, hallways or storage rooms.
  3. Counselors shall be provided a file cabinet with a lock to secure confidential student information.

## **Section 12: Miscellaneous**

- A. The District shall issue an activity pass during preschool week to each teacher requesting one.
- B. Upon presentation of the teacher's activity pass and other identification with the teacher's picture, a teacher and one (1) guest shall have free admittance to school-sponsored activities within the District.
1. When a larger facility is leased to accommodate the anticipated spectators, activity passes shall be honored only for the District employees assigned to the participating schools.
- C. All funds collected for the benefit of the staff shall not be commingled with other funds and their expenditure shall be the responsibility of the staff.

## **Section 13: Reduction in Force and Reemployment**

- A. When a district-wide reduction among certified personnel is necessary as determined by the Board, the District may exempt up to twenty-two (22) teachers or positions from the procedures and steps below in order to best meet the needs of the students and the District. After positions are identified for exemption, the following procedures and steps shall be implemented:
  - 1. Teachers shall have the opportunity to voluntarily resign or retire.
  - 2. In the event a teacher holds certification in more than one (1) area, all areas of certification shall be considered, provided each certificate is on file in Human Resources.
  - 3. Reduction in force shall be made according to certification, with the last hired being the first to be released.
  - 4. In each of the above steps, consideration will be given to the affirmative action guidelines of the District.
- B. Teachers who are released because of reduction in force shall be recalled by certification(s) with the last released being recalled first.
  - 1. Teachers who are released shall have priority for one (1) year in filling vacancies and new positions for which they are certified.
  - 2. During the first year after reduction in force, released teachers shall be placed on a recall list. Teachers on the recall list shall be notified of vacancies for which they are certified. Those not responding in writing, to the notification within ten (10) days, shall have their names removed from the recall list.
  - 3. After the first school year and up to August 31 of the following year, teachers who have been released shall be given priority over new applicants for positions for which they are certified.
    - a. Teachers who are reemployed and who have earned one (1) year of teaching experience in other public school districts shall receive applicable credit on the salary schedule.
- C. Teachers released due to a reduction in force shall, upon written request, be placed at the top of the list of substitute teachers for the District.
- D. A break in service of one (1) year or less caused by a reduction in force shall not affect the seniority status of the teacher.

#### **Section 14: Faculty Advisory Committee (FAC)**

- A. Each school shall establish a FAC. The purpose is to provide the immediate supervisor advice, counsel and information, in a collaborative and collegial setting, on items of common concern relating to professional development, budget, school safety, student discipline and other concerns relating to the operation of the school. Each FAC shall be allowed to exercise the full powers given to it by this Agreement, and no other groups will be used to replace its functions. The District agrees to ensure that the building administration

recognizes the FAC as an important part of the school, and meets and collaborates with, and considers input from, the FAC as necessary to help it carry out its functions.

- B. All FAC members shall be elected by a vote of the faculty during preschool.
  - 1. The size of the FAC shall be determined by the faculty and the immediate supervisor.
  - 2. The membership of the FAC should generally reflect the composition of the faculty by subject/grade, race, and sex.
- C. The FAC shall select one of its elected members to serve as chairperson and recording secretary.
  - 1. The FAC chairperson convenes and facilitates all FAC meetings.
  - 2. The FAC chairperson prepares each agenda with input from other teachers and immediate supervisors.
  - 3. The recording secretary shall send to the immediate supervisor a list of the FAC members and the dates of the regularly scheduled meetings and shall record and distribute to the faculty the minutes of all meetings.
- D. Although the immediate supervisor is not required to be at every meeting, the immediate supervisor shall meet with the FAC at least once each month.
  - 1. Additional meetings of the FAC may be scheduled as needed.
- E. Duties and responsibilities of the FAC.
  - 1. The immediate supervisor or his/her designee shall meet and consult with the FAC with regard to the establishment of a duty schedule as provided in Section 3 of this Article.
  - 2. The FAC shall have input into the planning of the professional development activities as provided in Section 6 of this Article.
  - 3. The immediate supervisor or his/her designee shall meet with the FAC to establish and/or review the building discipline plan as provided in Article VII, Section 1.
  - 4. The members of the FAC shall compose the budget committee and shall review all site-operated funds (General fund, Activity funds, and Federal funds.) The Student Activity Fund Manual approved by the Board shall be available on the District's website.  
(6/14/10)
    - a. Teachers shall be informed of all amounts allocated and budgetary deadlines as soon as they become known to the immediate supervisor.
    - b. Teachers will submit his/her suggestions to the immediate supervisor or the FAC concerning the expenditures of funds to be allocated to the building.
    - c. The FAC shall have the opportunity to review the tentative budget (s) before it is finalized.
    - d. Teachers shall be informed in writing of the finalized building budget(s).
    - e. Teachers shall be informed in writing by the immediate supervisor when it is necessary to make changes in the building budgets.
    - f. The FAC shall receive monthly budget reports upon request.

5. Teachers eligible for consideration for Teacher of the Year must be selected by their school's Faculty Advisory Committee. Each Faculty Advisory Committee may nominate (select) only one teacher.
  - a. The teacher must have completed a minimum of three years of employment as a teacher with Oklahoma City Public Schools.
  - b. The teacher must deliver classroom instruction for the majority of the day.

### **Section 15: Site Waivers**

- A. The parties recognize that certain provisions of this Agreement may be at variance with a school or work site plan: experimental programs; innovative programs; where a school has embarked on an approved model of whole-school reform; or where a school is reorganizing in an effort to improve education of students. All waivers must be in accordance with that site's improvement plan. In such cases waivers may be sought by the school to change any of the provisions of this Agreement as follows: Article VI, Section 2, 3, 6, 9-12, and 14; Article X, and Article XV, (only for salary and benefits that exceed those outlined in this Article).
- B. A request for a waiver may be initiated by the Faculty Advisory Committee or by the immediate supervisor.
- C. Before a waiver is forwarded to District administration and to the Union and after a full discussion, a secret ballot vote of all teachers shall be conducted by the immediate supervisor and the Faculty Advisory Committee.
  1. All members of the bargaining unit may vote, except those on leave of absence and substitute teachers.
  2. The ballot shall include a specific written explanation of how the contract would be altered.
  3. Ballots shall be cast in sealed envelopes and shall be tallied in an open setting by the immediate supervisor and a representative group of the Faculty Advisory Committee.
  4. Only one vote shall be held during any given school year on a specific issue, unless a tie vote occurs resulting in a runoff election.
  5. A "supermajority" of seventy-five percent (75%) of the teachers is required to approve a waiver request.
- D. Waivers shall be granted for a maximum of one (1) school year with the option to apply for renewal annually.
- E. Waivers shall be in writing and embodied into this Agreement.
- F. As parties to the Agreement, only the President of the Union and the Superintendent can give final authorization to a waiver. The request shall meet District guidelines for waiver format and shall include the written explanation, supported by evidence that at least seventy-five percent (75%) of the teachers at the site have agreed to the change. The parties shall construct the waiver language and ratify the waiver.

- G. Any teacher who does not wish to remain at a site that has been granted a ratified waiver shall have the right to transfer.
  - 1. Such teacher shall submit an application for Waiver Transfer Card.
  - 2. The teacher shall be transferred to that vacancy, if a vacancy is available for which the teacher is qualified and meets the requests on the transfer card.
  - 3. If no vacancy is available, the teacher shall be transferred when such a vacancy occurs.

### **Section 16: Drug and Alcohol Testing**

The District's Board of Education adopted a revised drug and alcohol testing policy for all employees, including teachers, on October 10, 2016, codified as District policy G-57. The policy will apply to all members of this bargaining unit; however, the District may not change the requirements of this policy, as applied to members of this bargaining unit, without the parties agreeing to such changes in a bargaining session or memorandum of understanding.

## **ARTICLE VII - TEACHER-PUPIL RELATIONS**

### **Section 1: Guidelines for Student Behavior and Student Code of Conduct**

- A. The Student Code of Conduct Committee shall meet annually and submit recommendations to both the Superintendent and the Union by March 1<sup>st</sup>. (See article V, section 9)
  - 1. The Student Code of Conduct Committee is charged with the review and maintenance of the Student Code of Conduct, with the interest of the students as the foundation of the code. Joint teacher/administrator in-service on the Student Code of Conduct shall be held annually.
  - 2. The Student Code of Conduct Committee shall make recommendations including, but not limited to, providing teacher input regarding the removal of students from class and/or school.
- B. After following the procedures listed above, the District shall publish and distribute to teachers copies of the Student Code of Conduct and support the teacher in establishing and maintaining student discipline.
- C. The teacher shall have the responsibility and the authority to maintain student behavior within the building guidelines and in accordance with the Student Code of Conduct.
  - 1. Each teacher shall post rules for classroom conduct, aligned with the Student Code of Conduct, in a location and manner easily visible to all students by the first student day of each school year.

### **Section 2: Student Discipline and Referral**

- A. Disciplinary Action
  - 1. Disciplinary actions of teachers and administrators shall follow the Student Code of Conduct.

## B. Referrals

1. Any pupil whose behavior is disruptive to the educational process, making removal from the classroom necessary, must be referred by the teacher to the appropriate administrator.
2. Any teacher who refers a pupil to an administrator for disciplinary action shall submit a completed disciplinary referral form as established in the Student Code of Conduct.
3. The immediate supervisor shall take action appropriate to the severity of the offense and in accordance with the principles of progressive discipline and the Student Code of Conduct.
4. The administrator shall return the completed disciplinary referral form, with a written explanation of action taken, before the student returns to class. The teacher has the right to refuse admittance of the student until the completed disciplinary referral form is returned Student Code of Conduct.

## C. Removal From Class/School

1. Any student who commits assault, battery, or assault and battery on a teacher who is in the performance of assigned duties, including extracurricular activities, shall be removed from the teacher's class and extracurricular activity pending investigation.
  - a. A student so removed shall not be readmitted until the investigation is concluded.
  - b. A student so removed shall not be readmitted to the teacher's class and/or extracurricular activity without a conference between the teacher and the immediate supervisor or the appropriate administrator.
  - c. When battery or assault and battery on a teacher has been substantiated, the student shall not be readmitted to the teacher's class and/or extracurricular assignment without the teacher's approval.
  - d. When the immediate supervisor has determined that a student is guilty of premeditated and unprovoked battery or assault and battery on a teacher that student shall be removed from the school.
2. Any student who threatens physical harm of a teacher, who is in the performance of assigned duties, including extracurricular activities, shall be removed from the teacher's class and extracurricular activity pending investigation.
  - a. A student so removed shall not be readmitted until the investigation is concluded.
  - b. A student so removed shall not be readmitted to the teacher's class and/or extracurricular activity without a conference between the teacher and the immediate supervisor or the appropriate administrator.
  - c. When a threat of physical harm on a teacher has been substantiated, the student shall not be readmitted to the teacher's class and/or extracurricular activity without a conference between the teacher, parent or guardian (if available), student and an administrator. If the parent is unable to be physically present, alternate forms of

participation, such as a teleconference, will be made available. The conference will occur expeditiously so as to minimize disruption to the student's normal placement.

## **ARTICLE VIII - TEACHERS' RIGHTS**

### **Section 1: Disciplinary Action**

- A. No teacher shall be disciplined or reprimanded without just cause.
  - 1. No teacher shall be disciplined or reprimanded in the presence of others except when an emergency situation arises that requires immediate action at that particular time.
  - 2. When calling a meeting with a teacher, the immediate supervisor will indicate if the meeting is for a disciplinary matter, and for disciplinary matters will provide a general indication of the subject matter to be discussed.
- B. No teacher shall be reduced in compensation without just cause.
- C. The Board shall abide by all applicable state and federal statutes, rules and regulations and State Department of Education rules and regulations relating to suspension or dismissal of a teacher.
- D. The steps that will normally be followed in disciplining teachers shall include:
  - 1. Formal oral reprimand which shall be issued within five (5) days of the immediate supervisor's knowledge of the occurrence.
    - a. The immediate supervisor shall place in the teacher's personnel file at the school a brief notation of time, date, and incident.
  - 2. Written reprimand which shall be issued within five (5) days of the immediate supervisor's knowledge of the occurrence.
    - a. The immediate supervisor shall place in the teacher's personnel file at the school a detailed account of the incident, including time, date, facts and circumstances. (8/16/11)
  - 3. When Human Resources is required to conduct an investigation of alleged serious misconduct of a teacher, the teacher shall be immediately notified of the investigation.
    - a. If a written reprimand is issued as a result of the investigation, it shall be issued no later than fifteen (15) days after the teacher has been notified of the investigation.
  - 4. Disciplinary action for serious offenses may be initiated at any step.

### **Section 2: Complaints**

- A. No disciplinary action against a teacher shall be taken on the basis of a complaint by a student, parent, or District employee without just cause.
  - 1. A person making an allegation is considered to be a complainant.
  - 2. The immediate supervisor shall not become the complainant for complaints made by other persons.

- B. Any discussion with a teacher as a result of a complaint to the immediate supervisor or other administrator by a student, parent, or District employee regarding a decision or action taken by the teacher shall be in private.
- C. The immediate supervisor shall inform the teacher, in writing, of the teacher's right to face the complainant.
  - 1. The teacher shall indicate, in writing, whether the teacher chooses to waive or exercise the right to face the complainant.
  - 2. If the immediate supervisor and the teacher agree, in writing, that the facts are not in dispute, the right to face the complainant is automatically waived.
- D. If a conference or hearing is scheduled by an administrator involving the complainant or the complainant and the teacher, a private discussion between the teacher and the immediate supervisor shall be held prior to the conference.
  - 1. The teacher shall be entitled to have a person or persons of the teacher's choosing present when in a conference or hearing with the complainant.
  - 2. The teacher may be made aware of the results of the conference or hearing if the teacher is not in attendance.
  - 3. If the teacher is not made aware of the results of the conference or hearing, no action shall be taken against the teacher and no written record shall be maintained of the complaint.
  - 4. If there is no disclosure of negligence or unprofessional conduct, the complaint shall be dropped and no written record shall be retained.
  - 5. No teacher shall take reprisals against any student or District employee as a result of the complaint.

### **Section 3: Person and Property**

- A. If, in the absence of a teacher, it is necessary for an administrator or designee to search a teacher's desk, locker, or files to find necessary materials or information, the teacher shall be notified of the search and the reason thereof upon returning to work.
  - 1. Necessary materials or information shall be those items relating to school activities.
- B. Teachers while engaging in performing their professional duties, including extracurricular duties, may use reasonable force to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects while observing due care provisions.
- C. The Board agrees to abide by the provisions of Sections 728 and 730, School Laws of Oklahoma, 2002, with respect to the injury of a teacher sustained in performance of duties.
- D. In case of an assault, battery, or assault and battery upon a teacher, the Board shall abide by Sections 1041 and 1041.1, School Laws of Oklahoma, 2002, and promptly render all assistance necessary to the teacher in accordance with the Board policy on teacher assault.

- E. Upon request from the classroom teacher, the immediate supervisor shall initiate appropriate procedures to provide a lockable storage compartment.
- F. Teachers subpoenaed as witnesses in a substance or child abuse case as a result of their employment in the District may request administrative accompaniment.
- G. Teachers required to appear in court as described above shall not suffer loss of pay for absence during the contract year.

**Section 4: Educational Assistance**

- A. The District encourages teachers certified in areas of declining demand to seek additional college credits, which would qualify them for certification in areas of anticipated need.
  - 1. The District shall identify the areas of declining demand and the areas of greatest need.
    - a. These areas shall be posted and distributed to all schools by the Chief Human Resources Officer at least two (2) times a year (fall and spring).
    - b. A copy of each list shall be made available to the Union upon request.
  - 2. Teachers certified only in areas of declining demand, who are interested in retraining for certification in an area of greater District need, may propose potential area(s) for recertification by submitting an application form to the Chief Human Resources Officer for tentative approval.
    - a. Application forms may be secured in the Office of Professional Development.
    - b. Teachers who have been placed on plans for improvement during the current or preceding year shall not be eligible.
  - 3. Applicants who have received tentative approval shall submit a plan of study and timetable to the Chief Human Resources Officer for approval.
    - a. The plan shall be approved and signed by an official of the university.
    - b. The plan shall list specific titles of courses needed to complete requirements for certification in the subject area given tentative approval.
      - 1) All changes in course titles must be certified by a university official as substituting for the specific course title(s) originally approved to meet certification requirement.
    - c. The plan shall include time lines for completion. The following are maximum allowable times for the completion of credit hours in a plan of study:

<b>Hours Needed</b>	<b>Time</b>
3- 9	1 year
10-18	2 years
19 or more	3 years

- 1) Changes in time lines that do not exceed the limitations stated in c. above shall not require approval. Extension of time lines exceeding those above will not be approved.

4. Upon approval by the Chief Human Resources Officer, the submission of official college or university transcripts verifying successful completion of the plan and documentation of recertification, the District shall reimburse the teacher for a portion of the tuition up to a maximum of fifteen (15) hours as provided in the article on compensation in this Agreement.
  5. Approval of the plan shall be contingent on the teacher agreeing to teach in the District for at least three (3) years following recertification. Teachers who resign from the District prior to the completion of three (3) years shall reimburse the District for tuition costs paid by the District.
- B. The following criterion shall govern staff development points:
1. The Professional Development Committee will examine all professional development activities as to the quality of the opportunities. A written report of such examination will be submitted with recommendations to continue, eliminate, or modify the opportunities in order that such activities are of sufficient quality.
  2. Teachers will be required to earn a minimum of fifteen (15) points per year in a five-year cycle until a minimum of eighty (80) points is earned. After a minimum of eighty (80) points is earned in a five-year cycle, a minimum of ten (10) must be earned per year.
    - a. The District will maintain and periodically report to teachers a record of accumulated points. The Professional Development Committee will establish and maintain a Point Review Committee to address teacher concerns of report accuracy.

## **ARTICLE IX - SPECIAL TEACHERS AND SERVICES**

### **Section 1: Certified Substitutes**

- A. Substitutes shall be compensated at a rate provided in the article on compensation of this Agreement.
- B. Any substitute who teaches a minimum of two-thirds (2/3) of the regular school year shall be granted one (1) year of experience for the purpose of determining placement on the salary scale when employed as a regular teacher.
- C. When a substitute has completed twenty (20) consecutive workdays on one (1) assignment and is to continue on the same assignment past the twentieth (20th) day, the substitute will be placed on the appropriate step of the teacher's salary schedule on the twenty-first (21st) day and thereafter until the assignment is completed. A substitute teacher may not be employed in the same assignment for more than 20 school days during a school year unless the substitute teacher holds a valid certificate for the grade and subject matter of the assignment.
  1. The substitute shall be reimbursed for mileage as provided in this Agreement when assigned as a long-term substitute for a traveling teacher. When a complaint has been

filed against a substitute teacher, the substitute teacher shall be notified of the complaint by the substitute office administrator.

### **Section 2: Coaches**

- A. Coaches shall receive their salary supplement during the time their sport is in season.
- B. Compensation for play-off competitions that are not part of the regular season shall be made by computing the coach's average weekly coaching pay.
- C. Buildings shall be properly heated and maintained during the after-school practice sessions.
  - 1. Attempts shall be made to properly heat and maintain buildings during holiday practice sessions.

### **Section 3: Special Education**

- A. A special education textbook and materials committee shall be established for the purpose of selecting appropriate state adopted textbooks and recommending materials.

## **ARTICLE X - INSTRUCTIONAL MATERIALS**

### **Section 1: Selection, Purchase, Distribution, and Maintenance**

- A. Textbooks shall be selected as prescribed in Sections 328-345, School Laws of Oklahoma, 2002.
- B. Supplementary material shall be provided as prescribed in Section 335, School Laws of Oklahoma, 2002.
- C. In each school, typing and duplicating equipment shall be available to assist the teacher in the preparation of instructional materials. In the event such equipment is not in working condition, the immediate supervisor shall request the necessary repairs when notified by the teacher.
- D. After supplies and materials are delivered to the building and are available for distribution, teachers shall be notified of their availability.
  - 1. Teachers new to the building shall be informed of building distribution procedures.
- E. A list of supplies and/or materials available from the District warehouse, a copy of School Board policies, Oklahoma State School Board rules and regulations, teacher negotiated agreement, current and updated yearly supplements of the School Laws of Oklahoma, Catalog of Ready Resources for In-service Training, and T.L.E. Guidelines shall be sent to each school media center.
  - 1. North Central Association of Colleges and Schools accreditation standards shall be sent to each school media center.
- F. If a teacher requests needed supplies or materials and they are unavailable in the building, the teacher shall notify the immediate supervisor.

1. The immediate supervisor shall initiate appropriate procedures to acquire the supplies and materials from the District warehouse as soon as possible or explain to the teacher why the requested supplies or materials cannot be obtained.
  - a. The teacher may request in writing and shall receive in writing an explanation as to why the requested supplies or materials cannot be obtained.

## **Section 2: Miscellaneous**

- A. Monies collected from fundraisers/sales shall be placed into the school's appropriate activity accounts.

## **ARTICLE XI - SAFETY AND HEALTH**

### **Section 1: Safety**

- A. The Board shall maintain health and safety conditions at each work location in compliance with all city and state statutes and/or regulations governing such conditions as interpreted by the appropriate city and state regulatory agencies.
  1. The immediate supervisor should be notified of possible unsafe or hazardous conditions within a school.
    - a. In the absence of the immediate supervisor, the immediate supervisor's designee shall be so notified.
    - b. Teachers may take appropriate action to protect the health and safety of staff and students prior to notification of the immediate supervisor.
    - c. If a determination is made that unsafe or hazardous conditions exist, the immediate supervisor shall proceed as outlined in Article XIII, Section 1, C and D.
  2. No teacher shall be required to work under unsafe or hazardous conditions if determined by the proper regulatory authority.
    - a. Teachers shall suffer no loss of pay or accumulated leave as a result of not working under such conditions.
- B. Periodic inspections of each building for fire and safety hazards will be made within a time period of no less than alternate school years. Where conditions are in violation of city and state regulations, modifications will be made.
  1. A copy of inspection reports filed with the District shall be available at the Budget and Financial Management Services Office.
  2. A copy of inspection reports filed with the immediate supervisor shall be available in the office of the immediate supervisor.
- C. The Board agrees to abide by the Governmental Tort Claims Act, Sections 558-577, School Laws of Oklahoma, 2002 with respect to liability for loss from the torts of its employees subject to the limitations specified in the Act.
- D. No employee shall be prohibited from securing emergency aid or medical assistance for an injured teacher.

- E. Procedures for handling student or staff injuries or sudden illnesses or catastrophes shall be included in building guidelines and made available to each teacher.
  - 1. Building guidelines shall be established in accordance with District policy and procedure.
  - 2. Such guidelines shall be reviewed periodically with the staff.
- F. Hazardous chemicals shall be kept in a separate, closed compartment of non-corrosive material.
- G. Some means of communication shall be established between each portable classroom and the main office.

### **Section 2: Workers' Compensation**

- A. Any teacher while in performance of duty shall be covered by the Workers' Compensation Act.
- B. Teachers injured while in the performance of duty will be entitled to leave as provided in Article XIV, Teacher Absence, Job Incurred Disability.

## **ARTICLE XII - POLITICAL ACTIVITY**

**Section 1:** Teachers' political activities shall be individual and personal, and the involvement of teachers in any political activities shall be at the sole discretion of the individual teachers.

**Section 2:** Teachers' political activities shall in no way interfere with their obligations or assigned duties during their workday and shall not in any manner be injected into the educational programs of the District.

**Section 3:** No action shall be taken with respect to a teacher's political activities except in the case of a violation of this Article.

## **ARTICLE XIII - EMERGENCY SCHOOL CLOSING**

**Section 1:** The closing of school as a result of weather or other acts of nature shall be made by the Superintendent.

- A. Notification of such closing shall be made to the media.
- B. When the make-up of school days becomes necessary beyond those provided in the adopted school calendar, the Superintendent shall include the Union in the representative committee making recommendations for the make-up days.
- C. Where a teacher had indicated a necessary absence for either sick leave or personal leave on a workday on which school is not in session due to weather or other acts of nature, such indication of absence shall not constitute a loss of sick leave or personal leave. Teachers having no accumulated sick leave or no eligibility for personal leave shall suffer no loss in pay for such absence.

- D. If the closing of school results in the loss of a student class day and this day is not made up, teachers shall not be required to make up nor lose pay or leave as a result.

**Section 2:** If a teacher while enroute to school finds that the teacher will be delayed by traffic conditions or the weather, the teacher shall notify the immediate supervisor as soon as possible of the anticipated arrival time.

- A. The teacher will report to duty as soon as practicable that day.
- B. The delay shall result in loss of pay only if the immediate supervisor can ascertain that the delay was the fault of the teacher.

**Section 3:** Teachers shall not be required to report to school when the school has been closed as a result of weather or other act of nature or a physical condition of that school that could endanger the teachers' health or safety. Teachers shall suffer no loss of pay or accumulated leave as a result of such action.

- A. Teachers shall not have to return to school until it has been inspected and approved by the proper authority.

**Section 4:** When students are sent home as a result of an emergency, teachers shall be dismissed as soon as practicable.

- A. To facilitate the exiting of students, the immediate supervisor may ask for a sufficient number of volunteers. If volunteers are not acquired, the immediate supervisor may assign a sufficient number of teachers.
  - 1. Any teacher facilitating the exiting of students beyond the teacher's workday shall receive equivalent compensatory time. Such time shall be arranged by mutual agreement of the teacher and the immediate supervisor.
- B. Teachers shall suffer no loss of pay or accumulated leave as a result of such action.

### **Section 5: Earned Credit**

Teachers may earn up to three (3) days of credit annually, that may be used if the district must schedule non-instructional weather make-up days at the end of the school year. (The credit days shall not be carried over to future fiscal years.) Two (2) days may be earned by attending and participating at: Open House, Parent Nights (i.e., any events at which parents are encouraged to attend and participate in the event, such as literacy nights, math nights, science nights, etc.), Academic Events, Secondary Graduation (the teacher must participate in the ceremony to earn credit) and School Fine Arts Performances. Also, one (1) day may be earned by participating in professional development previously identified by the district as approved for earning such credit.

All eligible events are worth a half day credit, unless the event involves a full day (e.g. the Junior BotBall Challenge). If the teacher receives a stipend for the event, credit will not be received.

## **ARTICLE XIV - TEACHER ABSENCE**

### **Section 1: General Provisions**

Leave of more than two (2) hours shall be charged against appropriate leave consistent with the actual time of absence. Leave of two (2) hours or less will not be charged against the employee's available accrued leave. When there appears to be a pattern of absenteeism that indicates that an abuse of any type of leave may be occurring, an investigation may be conducted. (Teachers are encouraged to provide as much advance notice as possible when planning to use any type of leave, including leave of two (2) hours or less that is not charged against leave accruals.)

### **Section 2: Sick Leave**

- A. Sick leave shall be granted for personal illness, pregnancy, accidental injury, illness, medical or dental appointments of the employee or a member of her/his immediate family.
  - 1. Immediate family shall be defined as the teacher's spouse, parent or guardian, child, brother, sister, grandparent, grandchild, or each similar relationship as established by marriage.
    - a. Other cases, which seem to merit consideration, shall be referred in writing to the Chief Human Resources Officer for approval.
- B. Sick leave shall be provided in the amount of one (1) day per contract month and shall accumulate from year-to-year up to two hundred and one (201) days. Teachers shall be credited with their full amount of accumulated sick leave benefits and the current year's allocation at the beginning of the school year or at the time of employment. (8/13/12)
  - 1. Teachers with contracts for ten (10) months' (181 – 195 work days) employment shall have ten (10) work days of sick leave available each year.
  - 2. Teachers with contracts for eleven (11) months' (196 – 247 work days) employment shall have eleven (11) work days of sick leave available each year.
  - 3. Teachers with contracts for twelve (12) months' (248 days) employment shall have twelve (12) work days of sick leave available each year.
  - 4. The cumulative sick leave allowances for permanent part-time teachers shall be proportional to the amount of time worked.
  - 5. Bonus sick leave days, earned as a result of unused personal business leave days, shall not be counted as part of the annual allocation but shall be added to the total accumulated days at the end of the school year.

6. The District agrees to compensate for all accumulated days in excess of one hundred eighty-one (181) (or the equivalent of one [1] full year of sick leave on the employee's schedule) at the rate of \$35.00 per day, provided that the teacher submits, prior to November 1 of the current year, a signed resignation effective at a date no later than the end of the current contract year.
    - a. Forms to exercise this option are available in Human Resources and shall be returned to Human Resources no later than November 1.
    - b. Such payment to be made with the final payout. (November 2009)
  7. The District agrees to compensate for all days in excess of two hundred and one (201) in the form of an attendance bonus at the rate of \$35.00 per day.
- C. A newly hired teacher shall be credited with up to sixty (60) days of sick leave earned in another Oklahoma school district provided:
1. The teacher is employed the succeeding school year.
  2. The number of days to be transferred into the District has been certified by the sending district.
  3. Such transferred days shall be used first in case of illness.
  4. The payment for unused sick leave upon severance will apply only to those days accumulated in this District.
- D. It is not necessary for a teacher to obtain prior approval to use sick leave, but when the illness extends beyond five (5) consecutive workdays, the teacher may be required to provide appropriate evidence that the absence has been necessitated by reasons that are allowable under the provisions of this Agreement.
1. If teachers are unable to report to assigned buildings, they shall notify the immediate supervisor or the immediate supervisor's designee and/or the District substitute office in the manner determined by the immediate supervisor.
- E. When there appears to be a pattern of absenteeism and the Chief Human Resources Officer or the immediate supervisor believes that sick leave is not being used for the specified reasons, the Chief Human Resources Officer or the immediate supervisor may initiate an investigation based upon documentation which will be conducted by the Human Resources Department.
1. Appropriate disciplinary action may occur when it is substantiated that sick leave has been used for reasons other than those specified in A. above.
  2. The following are some examples of patterns of absenteeism, which may lead to disciplinary action:
    - a. There is an established pattern of sick leave use on days immediately preceding or following a holiday.
    - b. There is an established pattern of sick leave use on days following warrant days.
    - c. There is an established pattern of sick leave use on days of inclement weather.

- d. There is an established pattern of sick leave use on the first (1st) or last days of a work week.
  - e. There is an established pattern of absenteeism of two (2) hours or less per day.
- F. If, after exhausting all sick leave, a teacher is absent from his or her duties for the reasons stated in A. above, and does not qualify for the self-insured sick leave in Section 2 of this Article, the teacher shall receive, for a period not to exceed twenty (20) days, his or her contract salary, less the amount:
  - 1. Actually paid a certified substitute teacher for his or her position if a certified substitute teacher is hired, or normally paid a certified substitute teacher for his or her position if a certified substitute is not hired.
  - 2. The amount deducted for a certified substitute shall not exceed the absent teacher's rate of pay.
- G. After the twenty (20) workdays above are exhausted, the teacher will be automatically placed on a leave of absence without pay as provided in Section 6 of this Article.
  - 1. To remain on sick leave of absence without pay for the balance of the contractual year, the teacher must have a doctor's statement indicating the teacher is not able to work.
  - 2. To return to work, the teacher must have a doctor's statement indicating the teacher is able to work.
- H. Teachers who retire at age fifty-five (55) or above or who retire after thirty (30) years of service within the District or whose age and number of years total (80) shall be compensated for each day of accumulated sick leave as provided in the article on compensation in this Agreement.
- I. Teachers who resign shall be paid for each day of accumulated sick leave as provided in the article on compensation in this Agreement.
- J. Teachers who terminate their employment and are reemployed by the District within one (1) year shall have reinstated all accumulated sick leave.
  - 1. In the event that the teacher received severance pay for such accumulated sick leave days, the teacher shall be allowed to buy back all such sick leave days within thirty (30) days of reemployment at the rate in effect at the time of reemployment.

### **Section 3: Self-Insured Sick Leave**

- A. Who is Eligible?
  - 1. When a teacher has exhausted all available sick leave and personal business leave and is unable to work because of a catastrophic, long-term illness or debilitating injury, affecting the teacher or affecting the natural, adopted, or foster minor child of a teacher in a way that requires the presence of the teacher to provide care, the teacher is eligible to apply for benefits under the self-insured sick leave plan.

2. The purpose of the plan is to provide income protection to members of the bargaining unit who suffer or whose child suffers from chronic, long-term or debilitating injury or illness that necessitates the member's absence from duty.
  - a. The plan is not designed, nor will the committee grant days for routine illness, illness in the teacher's immediate family or normal maternity and delivery.
  - b. A teacher is not eligible to participate in the program when an illness or injury is a result of an on-the-job injury.

B. How and When to Apply

1. Application for benefits must be made to both co-chairpersons of the self-insured sick leave committee.
2. The letter of application must be accompanied by a physician's statement describing, in detail, the illness, offering a diagnosis and prognosis and, when possible, a projected date of return to work. In the case of a child's disability, the physician's statement shall also stipulate the conditions or circumstances requiring the teacher's absence.
3. Applications should be made as soon as possible in advance of the expiration of leave, as no time can be granted retroactively.

C. The Committee

1. A committee shall review all applications for participation in the program and have the authority to approve the application with concurrence of four (4) members.
  - a) The committee shall consist of three (3) members appointed by the President of the Union and three (3) members appointed by the Superintendent.
    - 1) The District physician may be used for consultation at the direction of the Superintendent.
    - 2) The committee shall have the authority to require evidence of a second concurring medical opinion by a physician designated by the committee.
2. The committee shall have the authority to develop rules for the operation of the committee.
3. Each application will be considered on its merit and prior decisions of the committee will necessarily be considered precedent for future application.
4. All use of substitute teachers will be reported to the Payroll Department.
5. At each meeting of the committee, the available balance and prior use of the plan shall be made available to the members of the committee. (9-2010)

D. Participation in the Self-Insured Sick Leave Plan

1. The committee may authorize participation on behalf of the applicant in any amount up to thirty (30) days.
  - a. Before the thirty (30) days begin, there is a ten (10) workday waiting period at partial pay as provided in Section 1: F, F. 1. and F. 2. of this Article.
2. If the teacher is not able to return to work after initial participation, application may again be made to the committee using the procedure outlined in B. above.

- a) Additional participation shall not exceed twenty-five (25) days.
  - 1) A five (5) day waiting period, at partial pay as provided in Section 1: F, F. 1. and F. of this Article, will be required before these additional days may be used.
- 3. The committee shall have the discretion, but shall be under no obligation, additional partial pay waiting period of five (5) days.
- 4. If a doctor's prognosis indicates that a teacher will not be able to return to work permanently, the teacher's position shall be declared vacant. Should the teacher return to work, the teacher shall be assigned to the former school or department if an appropriate vacancy exists or if a similar vacancy in the same building or another building exists.

#### **Section 4: Personal Business and Emergency Leave**

- A. Upon written request, teachers shall be granted three (3) days of leave per year to conduct personal business.
  - 1. Personal business leave may be taken for emergencies that demand the presence of the teacher at that particular time without the written request in A. above.
    - a. The written request for personal business leave for an emergency shall be completed and submitted to the immediate supervisor within two (2) days after the absence.
  - 2. When such an absence would result in a hardship for students, the District, or professional staff, the teacher may be asked to select another date for taking the leave.
- B. Personal business leave shall not be taken for participating in political or social problem activities, seeking or interviewing for other employment, performing a service for compensation, participating in professional activities, and participating in entertainment, recreation, or for vacation.
- C. Personal business leave shall not be taken during the following times: first (1st) or last week of school, immediately preceding or following a holiday or vacation period, and days when school remains in session despite adverse weather conditions.
  - 1. Restrictions in C. shall not apply to emergency leave.
- D. Personal business leave not utilized during the contract year will be added to the total number of days of sick leave at the end of the year.
- E. An additional day of personal business leave shall be granted to those teachers who have eighty percent (80%) of their current year's sick leave at the end of the contract year. The additional day will be made available at the beginning of the next year.
- F. Reports indicating each teacher's leave balance shall be sent to each pay site monthly during the school year and posted on the bulletin board easily accessible to all employees.
  - 1. These reports shall be kept on file for three (3) consecutive semesters at each pay site.

## **Section 5: Non-cumulative Leave**

### **A. Professional Leave**

1. Professional leave is defined as an approved absence from an employee's regularly assigned duties in order that the employee may participate in activities related to the employee's profession or professional growth.
2. Upon application to and approval of the immediate supervisor and review by the Chief Human Resources Officer, teachers shall be granted professional leave days to attend conferences, workshops, and meetings without loss of salary or benefits. Teachers granted such leave are encouraged to share their experience and the knowledge gained with their colleagues.
3. Upon application for such leave, the teacher shall provide proper documentation validating the type and dates of the conference, workshop, or meeting.

### **B. Job-Incurred Disability**

1. For the 2016-2017 School Year, Teachers who are injured in the line of duty and unable to perform their duties as certified by a physician may be absent without loss of pay for a period not to exceed three (3) days, per injury, not to exceed ten (10) days per year.
  - a. Such leave shall be over and above the teacher's sick leave allowance.
  - b. The District's Worker's Compensation Office may require from teachers who are unable to return to work after ten (10) days:
    - 1) A statement and/or medical records from a physician.
    - 2) The opinion of a physician of the District's choosing.
      - a) Teachers who qualify shall receive up to an additional ten (10) days of leave over and above the teacher's sick leave allowance.
2. The total compensation paid to a teacher while on injury leave will be a combination of workers' compensation and salary but will not exceed the amount of the teacher's contract salary.
3. Teachers who are unable to continue their contract of employment as a result of an injury sustained in the reasonable performance of their duties as specified in School Laws of Oklahoma, 70 O.S. Section 35f shall be paid in accordance with the provisions contained therein. (7/2014)
4. Reports of injuries on the job must be verified by the immediate supervisor or designee.
5. When there is reasonable cause to suspect abuse of this leave, the District may require evidence of a second (2nd), concurring medical opinion by a physician designated by the District.

### **C. Bereavement Leave**

1. Up to five (5) consecutive workdays following the death of a member of the immediate family shall be allowed without loss of pay for bereavement. If no workdays exist between the date the death occurs and the end of the fifth (5th) day, no bereavement leave shall be granted.

- a. Immediate family shall be defined as the teacher's spouse, parent or guardian, child, brother, sister, grandparent, grandchild, or similar relationship as established by marriage.
- b. Bereavement outside the immediate family, which seems to merit special consideration, should be referred in writing to the Chief Human Resources Officer.

#### D. Legal Leave

1. Teachers who are summoned to jury duty or who are subpoenaed as witnesses for testimony by a court of record relating to the official business of the District or directly resulting from their employment by the District shall not suffer a loss of pay or leave time as a result of such summons or subpoena.
  - a. The teacher shall deliver to the District all jury pay and witness fees received exclusive of all parking and mileage reimbursements.
2. If a teacher is subpoenaed as a witness by a court of record and the teacher's testimony does not relate to the official business of the District or is not the direct result of the teacher's employment in the Oklahoma City Public Schools, then the absence may be charged to personal business.
  - a. If after exhausting all personal business leave, the teacher may, upon requesting such leave in writing, and upon approval by the Chief Human Resources Officer, have this specified absence charged to sick leave.

#### E. Military Leave

1. The Board agrees to comply with provisions of Section 144C, School Laws of Oklahoma, 2002, relating to military leave for teachers.

### **Section 6: Family Leave**

- A. The Board shall provide leave in accordance with the requirements of the Family Medical Leave Act ("FMLA"). See relevant board policies and administrative regulations for specific requirements, including unique rules for educators. Board policy and/or administrative regulation provides benefits above the minimum required by FMLA. The District may not change the extra benefits for members of this bargaining unit, without the parties agreeing to such changes in a bargaining session or memorandum of understanding.

### **Section 7: Non-cumulative Leave Without Pay**

- A. A teacher may, upon application and approval thereof, be granted a leave of absence without pay for personal illness, maternity or paternity, illness in the immediate family, military service, teaching abroad, professional study, industrial leave for maintaining vocational certification, rearing a child, or election to public office.
- B. No one, unless exempted by law, shall be eligible to apply for a leave of absence until such time as a minimum of two (2) years of qualifying service has been completed with the District.

- C. Leaves of absence for teaching abroad and professional study for the following school year will not be approved after July 31.
- D. All leaves of absence, but those excepted by law, shall be for one (1) contractual year or for the remainder of the contractual year if it has begun. Reinstatement may be approved during that period if the services of the teacher are needed.
  - 1. Renewal of unpaid leaves of absence may be granted upon request for one (1) additional year unless otherwise provided for in this Agreement.
- E. Requests for reinstatement following a leave of absence or an extension of a leave of absence shall be filed in Human Resources on or before April 15 for the following contractual school year.
- F. Normally, a teacher shall return to the teacher's assignment at the beginning of the contractual year. Exceptions to this procedure shall be at the discretion of Human Resources when it can be established that a bona fide need exists for the teacher's services.
  - 1. A teacher failing to submit a request for reinstatement terminates affiliation with the Board of Education at the expiration of the leave of absence.
  - 2. A teacher reinstated following a leave of absence shall be assigned to the school or department from which the leave of absence was granted if an appropriate vacancy exists.
  - 3. A teacher returning from a leave of absence shall be subject to the same conditions of assignments as a regular teacher on duty.
- G. While a teacher is on leave of absence without pay, other than for medical reasons, sick leave allowances shall not accrue, nor will sick leave time be lost.
  - 1. Salary steps based on additional experience will not be granted for the period of absence except when special provisions related to military leaves, teachers' exchange programs, and teaching abroad are applicable.
  - 2. Although the leave of absence will not be considered as a break in employment, the period of absence will not be counted toward seniority.
- H. Upon reinstatement following a leave of absence for teaching abroad or for professional study, a teacher will normally be expected to complete three (3) additional years of qualifying service with the District before becoming eligible for another such leave of absence.
- I. Any teacher granted an unpaid leave of absence under this article may continue to participate in any insurance program available to Board employees through payroll deduction by payment of the required premium to the Payroll Department so long as this is not in conflict with the provisions of the insurance policy.

## **Section 8: Deduction for Unpaid Absences**

- A. Should it become necessary for a teacher to be absent for any reason which does not qualify the absence for leave with pay, there shall be deducted from the absent teacher's salary, for each work day of unqualified absence, an amount equal to the daily rate of pay per contract year.
- B. Teachers who are placed on automatic leave of absence without pay pursuant to paragraph A. shall be ineligible to accrue benefits after the effective date of this leave.
- C. Teachers shall not earn nor suffer loss of salary or accumulated leave on non-workdays.

**Section 9: Abandonment**

An employee who is absent from duty for five (5) consecutive duty days without notification or authorization shall be deemed to have abandoned and resigned their position effective at the beginning of the unauthorized absence. The separation of the employee will be reported as a resignation by abandonment of position and a request to hold the employee's Teaching Certificate for the remainder of the school year shall be made to the State Department of Education.

**ARTICLE XV - Compensation**

<b>Oklahoma City Public Schools - FY18 Teacher Salary Schedule</b>						
<b>Regular Teachers</b>					<b>Schedule 001</b>	
<b>Nurses</b>					181 days	
<b>Homebound Teachers (+600)</b>					Base Schedule	
<b>Base Salary</b>						
<b>Yrs. Exp</b>	<b>STEP</b>	<b>Bachelor</b>	<b>Bachelor +15</b>	<b>Master</b>	<b>Master + 30</b>	<b>Doctorate</b>
0	0	\$34,000	\$34,300	\$35,100	\$35,600	\$36,550
1	1	\$34,240	\$34,540	\$35,340	\$35,840	\$36,790
2	2	\$34,430	\$34,730	\$35,530	\$36,030	\$36,980
3	3	\$35,130	\$35,430	\$36,230	\$36,730	\$37,680
4	4	\$35,270	\$35,570	\$36,370	\$36,870	\$37,820
5	5	\$35,460	\$35,760	\$36,560	\$37,060	\$38,210
6	6	\$35,850	\$36,150	\$36,950	\$37,450	\$38,500
7	7	\$36,300	\$36,600	\$37,400	\$37,900	\$38,950
8	8	\$36,750	\$37,050	\$37,850	\$38,350	\$39,400
9	9	\$37,200	\$37,500	\$38,300	\$38,800	\$39,850
10	10	\$37,700	\$38,000	\$39,700	\$40,300	\$41,450
11	11	\$38,200	\$38,600	\$40,300	\$40,800	\$41,950
12	12	\$38,750	\$39,050	\$40,750	\$41,350	\$42,500
13	13	\$39,350	\$39,750	\$41,450	\$41,950	\$43,100
14	14	\$39,850	\$40,250	\$41,950	\$42,450	\$43,600
15	15	\$41,250	\$41,650	\$43,350	\$43,850	\$45,000
16	16	\$42,350	\$42,750	\$44,450	\$44,950	\$46,100
17	17	\$45,350	\$45,750	\$47,450	\$47,950	\$49,100
18	18	\$48,075	\$48,475	\$50,175	\$50,675	\$51,825
19	19	\$50,275	\$50,675	\$52,375	\$52,875	\$54,025
20+	20	\$50,875	\$51,275	\$52,975	\$53,475	\$54,625

\*Step increase and base salary are negotiated though AFT

**District Paid Life: \$35,000** of term life insurance (**\$100.80 annual** benefit negotiated agreement between AFT and District)

**Health Insurance - Insurance through OMES**

*Flexible Benefit Allowance for Major Medical* - Teachers enrolled in District's Health Insurance Plan shall receive **571.04 per month/\$6,852.50 annually** as Flexible Benefit Allowance (FBA) towards the cost of the employees' medical insurance for calendar year 2017. Calendar Year 2018 amounts will be **\$594.90 per month/\$7138.80 annually** not been determined. Any excess FBA over the cost of the major medical coverage may be used to purchase additional benefits or may be taken as taxable compensation.

**Cash in Lieu of Flexible Benefit Allowance** - Teachers not enrolled in the District's Health Insurance Plan shall receive **\$69.71 per month/\$836.50 annually** in lieu of health insurance with proof of other group coverage.

**District Paid Retirement:** OKCPS pays on behalf of the employee **7% of the Total Compensation** less the TRS Credit. State Paid Teachers' Retirement Credit which is the statutory amount paid to Teachers' Retirement on behalf of certified staff to offset the TRS Credit taken as additional salary.

<b>Oklahoma City Public Schools - FY18 Teacher Salary Schedule</b>
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<b>Special Education Teachers</b>					<b>Schedule 003</b>	
<b>Speech and Language Pathologist (+5000)</b>					181 days	
					Base + 5%	
Base Salary						
Yrs. Exp	STEP	Bachelor	Bachelor +15	Master	Master + 30	Doctorate
0	0	\$35,700	\$36,015	\$36,855	\$37,380	\$38,378
1	1	\$35,952	\$36,267	\$37,107	\$37,632	\$38,630
2	2	\$36,152	\$36,467	\$37,307	\$37,832	\$38,829
3	3	\$36,887	\$37,202	\$38,042	\$38,567	\$39,564
4	4	\$37,034	\$37,349	\$38,189	\$38,714	\$39,711
5	5	\$37,233	\$37,548	\$38,388	\$38,913	\$40,121
6	6	\$37,643	\$37,958	\$38,798	\$39,323	\$40,425
7	7	\$38,115	\$38,430	\$39,270	\$39,795	\$40,898
8	8	\$38,588	\$38,903	\$39,743	\$40,268	\$41,370
9	9	\$39,060	\$39,375	\$40,215	\$40,740	\$41,843
10	10	\$39,585	\$39,900	\$41,685	\$42,315	\$43,523
11	11	\$40,110	\$40,530	\$42,315	\$42,840	\$44,048
12	12	\$40,688	\$41,003	\$42,788	\$43,418	\$44,625
13	13	\$41,318	\$41,738	\$43,523	\$44,048	\$45,255
14	14	\$41,843	\$42,263	\$44,048	\$44,573	\$45,780
15	15	\$43,313	\$43,733	\$45,518	\$46,043	\$47,250
16	16	\$44,468	\$44,888	\$46,673	\$47,198	\$48,405
17	17	\$47,618	\$48,038	\$49,823	\$50,348	\$51,555
18	18	\$50,479	\$50,899	\$52,684	\$53,209	\$54,416
19	19	\$52,789	\$53,209	\$54,994	\$55,519	\$56,726
20+	20	\$53,419	\$53,839	\$55,624	\$56,149	\$57,356

\*Step increase and base salary are negotiated though AFT

<b>District Paid Life: \$35,000</b> of term life insurance ( <b>\$100.80 annual</b> benefit negotiated agreement between AFT and District)
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Oklahoma City Public Schools - FY18 Teacher Salary Schedule						
Vocational Teachers						Schedule 004
						196 days
						Base + 8.3% + \$2000
Base Salary						
Yrs. Exp	STEP	Bachelor	Bachelor +15	Master	Master + 30	Doctorate
0	0	\$38,822	\$39,147	\$40,013	\$40,555	\$41,584
1	1	\$39,082	\$39,407	\$40,273	\$40,815	\$41,844
2	2	\$39,288	\$39,613	\$40,479	\$41,020	\$42,049
3	3	\$40,046	\$40,371	\$41,237	\$41,779	\$42,807
4	4	\$40,197	\$40,522	\$41,389	\$41,930	\$42,959
5	5	\$40,403	\$40,728	\$41,594	\$42,136	\$43,381
6	6	\$40,826	\$41,150	\$42,017	\$42,558	\$43,696
7	7	\$41,313	\$41,638	\$42,504	\$43,046	\$44,183
8	8	\$41,800	\$42,125	\$42,992	\$43,533	\$44,670
9	9	\$42,288	\$42,613	\$43,479	\$44,020	\$45,158
10	10	\$42,829	\$43,154	\$44,995	\$45,645	\$46,890
11	11	\$43,371	\$43,804	\$45,645	\$46,186	\$47,432
12	12	\$43,966	\$44,291	\$46,132	\$46,782	\$48,028
13	13	\$44,616	\$45,049	\$46,890	\$47,432	\$48,677
14	14	\$45,158	\$45,591	\$47,432	\$47,973	\$49,219
15	15	\$46,674	\$47,107	\$48,948	\$49,490	\$50,735
16	16	\$47,865	\$48,298	\$50,139	\$50,681	\$51,926
17	17	\$51,114	\$51,547	\$53,388	\$53,930	\$55,175
18	18	\$54,065	\$54,498	\$56,340	\$56,881	\$58,126
19	19	\$56,448	\$56,881	\$58,722	\$59,264	\$60,509
20+	20	\$57,098	\$57,531	\$59,372	\$59,913	\$61,159

\*Step increase and base salary are negotiated through AFT

**District Paid Life: \$35,000** of term life insurance (**\$100.80 annual** benefit negotiated agreement between AFT and District)

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**Oklahoma City Public Schools - FY18 Teacher Salary Schedule**

<b>Media Specialist</b>						<b>Schedule 006</b>
						201 days
						Base + 19.985%
<b>Base Salary</b>						
<b>Yrs. Exp</b>	<b>STEP</b>	<b>Bachelor</b>	<b>Bachelor +15</b>	<b>Master</b>	<b>Master + 30</b>	<b>Doctorate</b>
0	0	\$40,795	\$41,155	\$42,115	\$42,715	\$43,855
1	1	\$41,083	\$41,443	\$42,403	\$43,003	\$44,142
2	2	\$41,311	\$41,671	\$42,631	\$43,231	\$44,370
3	3	\$42,151	\$42,511	\$43,471	\$44,070	\$45,210
4	4	\$42,319	\$42,679	\$43,639	\$44,238	\$45,378
5	5	\$42,547	\$42,907	\$43,867	\$44,466	\$45,846
6	6	\$43,015	\$43,375	\$44,334	\$44,934	\$46,194
7	7	\$43,555	\$43,915	\$44,874	\$45,474	\$46,734
8	8	\$44,094	\$44,454	\$45,414	\$46,014	\$47,274
9	9	\$44,634	\$44,994	\$45,954	\$46,554	\$47,814
10	10	\$45,234	\$45,594	\$47,634	\$48,354	\$49,734
11	11	\$45,834	\$46,314	\$48,354	\$48,954	\$50,334
12	12	\$46,494	\$46,854	\$48,894	\$49,614	\$50,994
13	13	\$47,214	\$47,694	\$49,734	\$50,334	\$51,714
14	14	\$47,814	\$48,294	\$50,334	\$50,934	\$52,313
15	15	\$49,494	\$49,974	\$52,013	\$52,613	\$53,993
16	16	\$50,814	\$51,294	\$53,333	\$53,933	\$55,313
17	17	\$54,413	\$54,893	\$56,933	\$57,533	\$58,913
18	18	\$57,683	\$58,163	\$60,202	\$60,802	\$62,182
19	19	\$60,322	\$60,802	\$62,842	\$63,442	\$64,822
20+	20	\$61,042	\$61,522	\$63,562	\$64,162	\$65,542

\*Step increase and base salary are negotiated though AFT

**District Paid Life: \$35,000** of term life insurance (**\$100.80 annual** benefit negotiated agreement between AFT and District)

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Oklahoma City Public Schools - FY18 Teacher Salary Schedule						
Psychologists					Schedule 014	
					207 days	
					Base + 27%	
Base Salary						
Yrs. Exp	STEP	Bachelor	Bachelor +15	Master	Master + 30	Doctorate
0	0			\$44,577	\$45,212	\$46,419
1	1			\$44,882	\$45,517	\$46,723
2	2			\$45,123	\$45,758	\$46,965
3	3			\$46,012	\$46,647	\$47,854
4	4			\$46,190	\$46,825	\$48,031
5	5			\$46,431	\$47,066	\$48,527
6	6			\$46,927	\$47,562	\$48,895
7	7			\$47,498	\$48,133	\$49,467
8	8			\$48,070	\$48,705	\$50,038
9	9			\$48,641	\$49,276	\$50,610
10	10			\$50,419	\$51,181	\$52,642
11	11			\$51,181	\$51,816	\$53,277
12	12			\$51,753	\$52,515	\$53,975
13	13			\$52,642	\$53,277	\$54,737
14	14			\$53,277	\$53,912	\$55,372
15	15			\$55,055	\$55,690	\$57,150
16	16			\$56,452	\$57,087	\$58,547
17	17			\$60,262	\$60,897	\$62,357
18	18			\$63,722	\$64,357	\$65,818
19	19			\$66,516	\$67,151	\$68,612
20+	20			\$67,278	\$67,913	\$69,374

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**Oklahoma City Public Schools - FY18 Teacher Salary Schedule**

<b>Elementary Counselors</b>							<b>Schedule 015</b>	
							181 days	
							Base + 7%	
<b>Base Salary</b>								
<b>Yrs. Exp</b>	<b>STEP</b>	<b>Bachelor</b>	<b>Bachelor +15</b>	<b>Master</b>	<b>Master + 30</b>	<b>Doctorate</b>		
0	0			\$37,557	\$38,092	\$39,109		
1	1			\$37,814	\$38,349	\$39,365		
2	2			\$38,017	\$38,552	\$39,569		
3	3			\$38,766	\$39,301	\$40,318		
4	4			\$38,916	\$39,451	\$40,467		
5	5			\$39,119	\$39,654	\$40,885		
6	6			\$39,537	\$40,072	\$41,195		
7	7			\$40,018	\$40,553	\$41,677		
8	8			\$40,500	\$41,035	\$42,158		
9	9			\$40,981	\$41,516	\$42,640		
10	10			\$42,479	\$43,121	\$44,352		
11	11			\$43,121	\$43,656	\$44,887		
12	12			\$43,603	\$44,245	\$45,475		
13	13			\$44,352	\$44,887	\$46,117		
14	14			\$44,887	\$45,422	\$46,652		
15	15			\$46,385	\$46,920	\$48,150		
16	16			\$47,562	\$48,097	\$49,327		
17	17			\$50,772	\$51,307	\$52,537		
18	18			\$53,687	\$54,222	\$55,453		
19	19			\$56,041	\$56,576	\$57,807		
20+	20			\$56,683	\$57,218	\$58,449		

\*Step increase and base salary are negotiated through AFT

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**Oklahoma City Public Schools - FY18 Teacher Salary Schedule**

<b>Secondary Counselors</b>							<b>Schedule 016</b>
							196 days
							Base + 17%
<b>Base Salary</b>							
<b>Yrs. Exp</b>	<b>STEP</b>	<b>Bachelor</b>	<b>Bachelor +15</b>	<b>Master</b>	<b>Master + 30</b>	<b>Doctorate</b>	
0	0			\$41,067	\$41,652	\$42,764	
1	1			\$41,348	\$41,933	\$43,044	
2	2			\$41,570	\$42,155	\$43,267	
3	3			\$42,389	\$42,974	\$44,086	
4	4			\$42,553	\$43,138	\$44,249	
5	5			\$42,775	\$43,360	\$44,706	
6	6			\$43,232	\$43,817	\$45,045	
7	7			\$43,758	\$44,343	\$45,572	
8	8			\$44,285	\$44,870	\$46,098	
9	9			\$44,811	\$45,396	\$46,625	
10	10			\$46,449	\$47,151	\$48,497	
11	11			\$47,151	\$47,736	\$49,082	
12	12			\$47,678	\$48,380	\$49,725	
13	13			\$48,497	\$49,082	\$50,427	
14	14			\$49,082	\$49,667	\$51,012	
15	15			\$50,720	\$51,305	\$52,650	
16	16			\$52,007	\$52,592	\$53,937	
17	17			\$55,517	\$56,102	\$57,447	
18	18			\$58,705	\$59,290	\$60,635	
19	19			\$61,279	\$61,864	\$63,209	
20+	20			\$61,981	\$62,566	\$63,911	

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Oklahoma City Public Schools - FY18 Teacher Salary Schedule						
Instructional Coaches					Schedule 017	
ELL Instructional Facilitators					191 days	
Administrative Interns					Base + \$6000	
Base Salary						
Yrs. Exp	STEP	Bachelor	Bachelor +15	Master	Master + 30	Doctorate
0	0	\$40,000	\$40,300	\$41,100	\$41,600	\$42,550
1	1	\$40,240	\$40,540	\$41,340	\$41,840	\$42,790
2	2	\$40,430	\$40,730	\$41,530	\$42,030	\$42,980
3	3	\$41,130	\$41,430	\$42,230	\$42,730	\$43,680
4	4	\$41,270	\$41,570	\$42,370	\$42,870	\$43,820
5	5	\$41,460	\$41,760	\$42,560	\$43,060	\$44,210
6	6	\$41,850	\$42,150	\$42,950	\$43,450	\$44,500
7	7	\$42,300	\$42,600	\$43,400	\$43,900	\$44,950
8	8	\$42,750	\$43,050	\$43,850	\$44,350	\$45,400
9	9	\$43,200	\$43,500	\$44,300	\$44,800	\$45,850
10	10	\$43,700	\$44,000	\$45,700	\$46,300	\$47,450
11	11	\$44,200	\$44,600	\$46,300	\$46,800	\$47,950
12	12	\$44,750	\$45,050	\$46,750	\$47,350	\$48,500
13	13	\$45,350	\$45,750	\$47,450	\$47,950	\$49,100
14	14	\$45,850	\$46,250	\$47,950	\$48,450	\$49,600
15	15	\$47,250	\$47,650	\$49,350	\$49,850	\$51,000
16	16	\$48,350	\$48,750	\$50,450	\$50,950	\$52,100
17	17	\$51,350	\$51,750	\$53,450	\$53,950	\$55,100
18	18	\$54,075	\$54,475	\$56,175	\$56,675	\$57,825
19	19	\$56,275	\$56,675	\$58,375	\$58,875	\$60,025
20+	20	\$56,875	\$57,275	\$58,975	\$59,475	\$60,625

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- A. For the **2015-2016** school year, teachers shall be compensated in accordance with the sections below:
1. All teachers eligible for a step movement shall advance one step on their respective schedules.
  3. Minimum Salaries for JROTC personnel will be calculated using the following procedure:
    - a. Annual salary adjustment will be based on the January Military Instructor Pay (MIP) paid no later than three (3) pay cycles after receipt of the January MIP statement by Human Resources and retro-active to January 1 of the current contract year.
    - b. Only one MIP Adjustment will be made each contract year.
    - c. The JROTC employee is responsible for ensuring that the correct MIP statement is presented to Human Resources.
    - d. Length of contract is 215 days.
    - e. Military longevity that impacts the MIP of individuals during a contract year will be considered on a case by case basis.
    - f. Individuals impacted by military longevity are responsible for bringing that information to the attention of Human Resources.
    - g. Military longevity adjustments will be retroactive to the earliest effective date of that increase, but no earlier than the first date of the current contract year.
    - h. Any Extra Duty stipend amounts are subject to annual negotiations.
    - i. Any negotiated salary adjustments will be paid retroactive as of the first day of the relevant contract year.
    - j. JROTC personnel employed on or after July 1, 2008 and holding a Masters Degree from an accredited university shall be awarded an annual supplement of \$400 paid in equal installments through the year.
- B. Homebound Teachers shall be placed on Schedule 001 and shall receive an annual supplement of \$600 to be paid in equal installments through the year.
- C. Vocational Teachers (248 days) shall be placed on Schedule 004 and shall receive an annual supplement of thirty percent (30%) to be paid in equal installments throughout the year for the additional days worked.

- D. All other salary schedules shall be indexed from Schedule 001 at the regular rate of indexing.
- E. Teachers who work on a part-time basis shall receive salary proportional to the teacher's workday.
- F. Teachers who were required to report for work prior to the date stated in this Agreement shall be paid retroactive to the first (1st) day of work for the 2015-2016 contract year according to the salary contained in this Agreement.
- G. All teachers shall be paid in twenty-four (24) equal installments.
- H. A teacher whose employment is terminated for any reason shall receive all salary earned on the next scheduled pay date.
- I. Payroll Deductions
  - 1. Payroll deductions for United States Saving Bonds, hospitalization insurance, a flexible compensation plan, Oklahoma City Teachers Credit Union, tax sheltered annuities, United Way, Union membership dues, and political contributions shall be made upon written request of the teacher.
  - 2. All written requests for deductions will be hand delivered to the Payroll Department. Verification of the receipt of the request for deductions will be made by the Payroll Department on a list of names accompanying the request.
    - a. The teacher making the written request will be responsible for determining that the deductions are in fact being made as requested.
- J . Mileage Reimbursement Rate
  - 1. The rate of reimbursement for mileage shall be the IRS established rate.

## **Section 2: Salary Adjustments**

- A. Salary Adjustment for Advanced Degrees
  - 1. A teacher who has earned an advanced degree since the preceding fiscal year, and a teacher who was not eligible to receive a pay increase for an advanced degree completed during the preceding fiscal year, shall receive a salary adjustment retroactive to the first (1st) day of work in the current fiscal year; provided, the degree was awarded on or before the first (1st) day of work in the current fiscal year; provided further, Human Resources received two (2) complete and official transcripts of credit (listing the new degree) from an accredited higher education institution; and the State Department of Education, Professional Standards Section, received one (1) complete and official transcript of credit (listing the new degree) from an accredited higher education institution accompanied by a processing fee and written request to place degree on the certificate.
  - 2. When the advanced degree was conferred after the first (1st) day of work in the current fiscal year, the salary adjustment will be retroactive to the date it was conferred; provided, the October 31 deadline for submitting necessary transcripts of credit has been met.

3. Transcripts of new degrees received after October 31 of the current year will not result in retroactive pay, but the salary adjustments will become effective the day they are received by Human Resources.

**B. Salary Adjustment for Credit Hours Above Degree.**

1. The Board encourages additional teacher credit hours for salary adjustment through college and university approved study toward certification or beyond certification in contractual areas. Payment for additional hours specified in the salary schedule shall be made on the following basis:
  - a. It shall be a teacher's responsibility to file one (1) complete and official record of credit hours earned on or before October 31 of each fiscal year with Human Resources.
  - b. Credits must be earned at an accredited college or university.
  - c. Payment will be retroactive to the beginning of the current fiscal year if the October 31 deadline for submitting necessary transcripts has been met.
  - d. Official transcripts of credits received by Human Resources after the October 31 deadline of the current year will not result in retroactive pay, but salary adjustments will become effective the day records are received by Human Resources.

**Section 3: Fringe Benefits**

**A. Flexible Compensation**

1. The Board and the Union agree to establish a flexible compensation plan as provided by Section 125 of the Internal Revenue Code of 1954, as amended, to allow for payment of all tax deductible items (medical insurance, non-reimbursable medical expenses, and child care payments).
  - a. The plan shall be administered by a third (3rd) party. The third (3rd) party administrator shall be selected by an equal number of representatives from the District administration and the Union. Selection shall be completed by April 1 for the ensuing school year.

**B. Insurance**

**1. State Flexible Benefit Allowance**

- a. Teachers who choose to participate in Major Medical Coverage purchased through the District sponsored Cafeteria Plan.
  - 1) Each full time teacher who purchases major medical health coverage through the District's Health Insurance Plan shall receive the monthly Flexible Benefit Allowance (FBA) required by the State of Oklahoma. The District will apply the FBA toward the total premium cost of the District's Health Plan. Any excess FBA allowance over the cost of the major medical coverage purchased by the teacher may be used to purchase additional benefits through the District's Section 125 Cafeteria Plan or may be taken as taxable compensation as provided for by law. Part time teachers shall receive the appropriate prorated

amounts of the above payments based upon the State Department of Education's determination of eligibility. It is agreed by the parties that should the (FBA) amount required by the state change during the course of this Agreement, the exact amount required by the state will be provided to the teacher under the various options discussed in this paragraph. Teachers whose employment is terminated during the school year shall have no right to receive any cash compensation for the portion of the school year after the teacher's termination.

b. Teachers who choose not to participate in Major Medical Coverage offered through the District sponsored Cafeteria Plan.

1) Full time teachers who choose not to participate in the District Health Insurance Plan shall receive sixty-nine dollars and seventy-one cents (\$69.71) per month which may be applied to options in the District's Section 125 Cafeteria Plan or may be taken as taxable compensation, in lieu of the flexible benefit allowance provided for in Part 1. above. Part time teachers shall receive the appropriate prorated amounts of the above payments based upon the State Department of Education's determination of eligibility. Teachers whose employment is terminated during the school year shall have no right to receive any cash compensation for the portion of the school year after the teacher's termination.

2. The sum of \$80,000.00 shall be placed in a separate account in the District budget for the purpose of funding the self-insured long-term disability program. When the account becomes exhausted, additional funds will not be available for the program. This fund will be used to pay substitutes for those teachers who have been approved for long-term disability benefits under the program as set forth in Article XIV.

3. The Board shall provide a \$35,000.00 term life insurance policy for each full-time teacher and a \$18,000.00 term life insurance policy for those teachers on a regular teacher's contract and employed for at least one-half (.5) time. The policy shall also contain an accidental death and dismemberment provision.

a. Any future rate increase beyond the current \$5.95 per month for each full-time teacher and \$3.06 per month for those teachers employed for at least one-half (.5) time shall require negotiations between the parties in the next re-opener of the Agreement.

#### C. Retirement

1. The Board shall pay 100% of each teacher's contribution to the Oklahoma Teachers' Retirement System (OTRS). This amount represents seven percent (7 %) of the teacher's total compensation.

2. State Law provides that the State of Oklahoma shall pay a specific amount to each teacher's individual retirement account with the Oklahoma Teachers' Retirement System.

- a. The District shall pay each teacher an amount equal to the State's contribution to that teacher's Oklahoma Teachers' Retirement System account. The District's payments to the teacher shall be in equal payday amounts and shall be paid by adjustments on regular salary warrants. This payment shall not replace any negotiated retirement or compensation benefits for teachers.
- b. The amounts shall be based on years of service credited by Oklahoma Teachers' Retirement System as follows:

Years of Service	Credit Amount
0	60.15
1	103.41
2	145.65
3	188.15
4	233.33
5	278.76
6	325.26
7	372.82
8	421.44
9	471.12
10	521.87
11	573.67
12	626.54
13	680.48
14	735.47
15	791.53
16	848.65
17	906.83
18	966.07
19	1,026.38
20	1,087.75
21	1,150.18
22	1,213.68
23	1,278.23
24	1,343.85
25 or more	1,410.53

**D. Target Resignation**

1. The District shall implement a target resignation program.
  - a. Teachers in job categories identified for elimination or targeted for reduction by formal announcement of the Superintendent and who submit signed resignation cards to the Chief Human Resources Officer on or before the announced deadline shall receive a bonus equal to twenty percent (20%) of their current base salaries.
  - b. In order to be eligible, the teacher in the targeted job category must:
    - 1) Hold a continuing contract and
    - 2) Be employed as a full-time teacher.
      - a) Teachers who accept the target resignation bonus are ineligible for re-employment except as a substitute or as a temporary consultant, for a period of one (1) year following receipt of the bonus.
    - 3) Exceptions may be made by the Superintendent on the condition that the teacher reimburses the amount of the bonus payment to the District prior to reemployment.

E. Educational Assistance

1. For each successfully completed course, up to a maximum of fifteen (15) hours, the District shall reimburse an amount up to \$50.00 per course hour for each teacher approved for educational assistance up to a total expenditure of \$25,000.00.

F. Payment for Sick Leave Upon Resignation or Retirement

1. Teachers who retire or resign shall be compensated for each day of accumulated sick leave on the following basis:

Years in District	Reimbursement Amount
1 - 7	10.00
8 - 12	12.00
13 - 17	14.00
18 - 22	16.00
23 - 26	18.00
27 and over	20.00

2. Teachers who are terminated or dismissed by the Board for cause in accordance with the School Laws of Oklahoma and who have been employed by the District for less than ten (10) years will not be entitled to such payment.
3. The estate of a teacher who dies while under contract shall receive all monies due under the formula outlined in 1 above as well as other salary and benefits earned.

G. Vacation Benefits for Twelve (12) Month Employees

1. Teachers employed on a twelve (12) month basis shall be granted a vacation leave of one (1) month consisting of twenty-two (22) days of each fiscal year.
2. Those who have completed less than twelve (12) months of a fiscal year of service shall be granted vacation leave on a pro rata basis.
2. A proposed vacation schedule shall be approved in advance by the immediate supervisor to whom the employee is responsible.
3. Vacation pay shall be paid upon the severance of an employee working on a twelve (12) month basis, to the extent of entitlement.

**Section 4: Substitute Teachers**

- A. Certified substitute teachers shall receive \$80.00 per day. Certified substitute teachers voluntarily participating in the professional standards program will receive \$85.00 per day.

1. Such program shall be offered during the first and third nine (9) weeks of each school year.

**Section 5: Class Coverage**

- A. All teachers who are required during their planning period to cover a class for a teacher or adjunct instructor shall be compensated at a rate of \$10.25 for an elementary period, \$17.50 for a middle school period, \$17.50 for a high school seven-period day, and \$26.25 for a high school block period.

- B. All teachers shall be compensated at a rate of \$3.00 per student per day for students assigned to their classroom all day because of an absence of a teacher or adjunct instructor.
  - 1. For less than a full day, teachers compensated according to the rate above shall receive a pro-rated amount for the time students were assigned to their classrooms.
  - 2. Secondary teachers on a four-block schedule shall be compensated at a rate of \$1.00 per student per class period for students assigned to their classroom because of an absence of a teacher or adjunct instructor.
  - 3. Secondary teachers on a regular block schedule shall be compensated at a rate of \$.60 per student per class period for students assigned to their classroom because of an absence of a teacher or adjunct instructor.
- C. All class coverage pay is to be submitted within thirty (30) calendar days of time of coverage.

### **Section 6: Additional Personnel and Assignments**

- A. Teachers employed outside the regular work day/work year shall be compensated at the rate of \$17.50 per clock hour.
- B. Professional development designated [by Administration] for compensation shall be paid at the rate of \$20.00 per hour beginning with the 2011–2012 school year. (9/13/10)
  - 1. Teachers on Schedule 17 shall not be eligible for the above hourly compensation.
- C. Any teacher accepting a position, as a teacher consultant shall be paid \$500.00 in accordance with Section 91, H.B. 1110.
- D. Teachers in the Metro Program at Emerson Alternative Center who are scheduled for 175 minutes of planning time per week shall receive a supplement. The supplement shall be calculated on the basis of two (2) hours' compensation per week at the current rate of \$17.50 per hour. The year's totals are \$1,260.00 per employee to be paid monthly.

### **Section 7: Extracurricular Activities**

#### **A. High School Sports**

The 2015-16 bonus scale shall be as follows:

- 1. Coaches advancing to the final team state championship game/match/meet recognized by the Oklahoma Secondary School Activities Association (OSSAA) but who do not win the state championship:
  - a. Head Coach-\$500
  - b. Assistant Coach-\$250
- 2. Coaches winning the final team state championship game/match/meet recognized by the Oklahoma Secondary School Activities Association (OSSAA):
  - a. The 2015-16 salary supplement and bonus scale for coaches shall be:
    - 1) In order to qualify as a coach of two (2) teams during the same season, the coach shall be solely with each team during separate practice sessions and solely with each team during all tournaments, dual events or other competitive activities.

- 2) If combined practices and/or combined events, tournaments, or other competitive activities are permitted, the rate of pay specified above will be prorated depending upon the amount of the total time spent solely with each team.
- 3) Any head coach who wins a state championship in any sport listed above and is recognized by the Oklahoma Secondary School Activities Association (OSSAA) will receive a bonus.
- 4) Assistant coaches, who are assigned within the sport's allocation, will also receive a bonus; this is in addition to the extracurricular activity pay.

High School Sports		
	Stipend	Bonus Scale
Athletic Coordinator	2,500.00	
JROTC	2,400.00	
<b>HS Baseball</b>		
Head Coach	4,695.00	2,000.00
Assistant	2,080.00	400.00
<b>HS Basketball</b>		
Head Coach	7,500.00	4,000.00
Assistant	3,200.00	1,000.00
<b>HS Cross Country</b>		
Head Coach	1,980.00	1,000.00
Assistant	1,350.00	200.00
<b>HS Football</b>		
Head Coach	8,750.00	4,000.00
First Assistant	4,150.00	1,000.00
All other assistants	3,675.00	1,000.00
<b>HS Golf</b>		
Head Coach	2,435.00	1,000.00
Assistant	1,350.00	200.00
<b>HS Soccer</b>		
Head Coach	5,500.00	1,000.00
Assistant	2,500.00	200.00

High School Sports		
	Stipend	Bonus Scale
<b>HS Softball (Fall) (8/16/11)</b>		
Head Coach	4,695.00	2,000.00
Assistant	2,080.00	400.00
<b>HS Softball (Spring) (8/16/11)</b>		
Head Coach	4,695.00	2,000.00
Assistant	2,080.00	400.00
<b>HS Swimming</b>		
Head Coach	3,385.00	1,000.00
Assistant	1,950.00	200.00
<b>HS Tennis</b>		
Head Coach	2,155.00	1,000.00
Assistant	1,350.00	200.00
<b>HS Track</b>		
Head Coach	3,100.00	2,000.00
Assistant	1,705.00	400.00
<b>HS Volleyball</b>		
Head Coach	2,155.00	1,000.00
Assistant	1,350.00	200.00
<b>HS Wrestling</b>		
Head Coach	5,495.00	2,000.00
Assistant	2,555.00	400.00

## B. High School Activities

1. Each high school shall receive funds for teachers who sponsor school activities to be allotted in the following manner:
  - a. In the event one (1) or more of these activities are not sponsored in the high school, the immediate supervisor may provide these amounts for sponsors of other activities. Optional funds may not be used to increase the extra curricular stipends defined in the Agreement.
  - b. Any band, orchestra or choir director who wins the Sweepstakes Award at the OSSAA State Marching, Choir and/or Concert Band Contests will receive a bonus in the amount of \$720.00 for each Sweepstakes Award.
  - c. Duties and responsibilities of Band, Dance, Drama, Strings (Orchestra) and Vocal Music are detailed in Appendix D of this Agreement.

High School Activities	
Academic Coach	1,810.00
Band	6,700.00
Cheerleader	2,385.00
Dance	1,930.00
Debate	2,180.00
Drama	1,930.00
English Chairperson	2,000.00
Newspaper	1,260.00
Strings	2,685.00
Vocal Music	3,585.00
Yearbook	1,735.00
Optional with immediate supervisor	2,230.00

2. Salary Supplement Plan for Advanced Placement Teachers:
  - a. The maximum allowable for off-contract time tutoring is \$1,890 at \$ \$17.50 per hour, three (3) hours per week, thirty-six (36) weeks.
  - b. Student Achievement Bonuses: \$500.00 for each student that scores a 3, 4, or 5.
3. Salary Supplement Plan for International Baccalaureate Teachers:
  - a. Teachers will receive \$1,810 for each IB course (not each class) taught.
  - b. Student Achievement Bonuses:
 

IB exam score of 7	=	\$300.00
IB exam score of 6-5	=	\$200.00
IB exam score of 4	=	\$100.00

Extended Essay

Grade A	(Excellent) 31-36	=	\$300.00
Grade B	(Good) 26-30	=	\$200.00
Grade C	(Satisfactory) 18-25	=	\$100.00

Theory of Knowledge

Grade A	(Excellent) 26-30	=	\$300.00
Grade B	(Good) 21-25	=	\$200.00
Grade C	(Satisfactory) 17-20	=	\$100.00

C. Middle School Sports

1. Payment for supervising each middle school sport will be according to the following schedule:

Middle Schools Sports	
Athletic Coordinator	1,500.00
Basketball	2,500.00
Baseball	1,600.00
Football Head Coach	2,370.00
Assistant	1,695.00
Soccer	1,500.00
Softball	1,600.00
Track	1,550.00
Volleyball	1,200.00
Wrestling	2,450.00

D. Middle School Activities

1. Each middle school shall receive funds for teachers who sponsor school activities to be allotted in the following manner:

Middle Schools Activities	
Band	3,545.00
Cheerleaders	1,600.00
Intramural Director	920
Math Counts	500
Newspaper and/or Yearbook	975
Odyssey of the Mind	500
Strings	1,700.00
Vocal Music	1,800.00
Optional with immediate supervisor	1,500.00

- a. In the event one (1) or more of these activities are not sponsored in the middle school, the immediate supervisor may provide these amounts for sponsors of other activities. Optional funds may not be used to increase the extra curricular stipends defined in the Agreement.
  - b. Duties and responsibilities of Band, Dance, Drama, Strings (Orchestra) and Vocal Music are detailed in Appendix D of this Agreement.
- E. Elementary and Secondary Lead Technology Educator - \$500. (9/13/10)

## ARTICLE XVI - IMPLEMENTATION

### Section 1: Individual Contracts

- A. All terms and clauses of this Agreement shall be considered as clauses of an individual contract between the Board and an individual teacher.
  1. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

### Section 2: Distribution of Agreement

- A. Not later than sixty (60) days following ratification of this Agreement, the Board shall prepare for distribution by the Union a copy of this Agreement for each certified employee of the District.
  1. A twenty percent (20%) overrun at cost shall be provided the Union for general use by the Union.

### Section 3: Duration

- A. "The terms and conditions of this Agreement shall bind the Union and the Board during the 2015-2016, 2016-2017 and 2017-2018 school years and shall remain in full force and effect and continue to be binding on the parties until superseded or replaced by a subsequent agreement.
  1. The parties agree to reopen this Agreement before the 2016-2017 school year at a mutually agreeable date for the purpose of bargaining salaries, fringe benefits, duration, and four (4) other issues submitted by each party.
    - a. Such date for negotiations shall be established by a Procedural Agreement.

#### **Section 4: Conformity to Law-Savings Clause**

- A. In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, all other provisions of this Agreement shall continue in effect. Any substitute action shall be subject to appropriate consultation and negotiation with the Union.

**Section 5: Agreement**

This Agreement constitutes the full and complete Agreement between the Board and the Union.

IN WITNESS WHEREOF, THE UNION AND THE BOARD HAVE SET THEIR SIGNATURES

ON THE 5th DAY OF March, 2018



Paula Lewis, Chairperson  
Board of Education  
Oklahoma City Public Schools I-89



Ed Allen, President  
Oklahoma City AFT Local 2309 of the American Federation of Teachers AFL-CIO of  
Oklahoma City, Oklahoma

## APPENDIX A – DEDUCTIONS (updated 8/14)

### Oklahoma City AFT (OKC-AFT) – Local 2309 MEMBERSHIP APPLICATION

TO:PAYROLL DEPARTMENT, OKLAHOMA CITY PUBLIC SCHOOLS

I hereby authorize the Oklahoma City Board of Education to deduct from each warrant an amount equal to my annual OKC-AFT dues as certified by the OKC-AFT.  
I further authorize this deduction to be continuous unless I request cancellation in person at the Board of Education.  
I further authorize the Board of Education to change the amount of my deduction in compliance with any change in dues voted by the membership and certified by the OKC-AFT.  
I further authorize the deduction to be forwarded monthly to the OKC-AFT and understand that the OKC-AFT is completely responsible to me for the disposition of the funds.  
I understand that OKC-AFT services, including professional liability and legal defense, are contingent upon paid OKC-AFT membership.

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_  
CITY \_\_\_\_\_ ZIP \_\_\_\_\_ HOME EMAIL ADDRESS \_\_\_\_\_  
SCHOOL \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_  
EMPLOYEE ID# \_\_\_\_\_ Full Time Teacher \_\_\_\_\_ Part Time Teacher \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

#### **OPTIONAL: COMMITTEE ON POLITICAL EDUCATION (COPE) DEDUCTION**

This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the OKC-AFT COPE are not conditions of membership in the Union or of employment with the Oklahoma City Board of Education, and the OKC-AFT COPE will use the money it receives to make political contributions and expenditures.

SIGNATURE \_\_\_\_\_ \$ \_\_\_\_\_ per warrant

COPE Contributions to OKC-AFT are not deductible as charitable contributions for federal income tax purposes.

opeiu#381,aff-cio

### Oklahoma City AFT (OKC-AFT) – Local 2309 MEMBERSHIP APPLICATION

TO:PAYROLL DEPARTMENT, OKLAHOMA CITY PUBLIC SCHOOLS

I hereby authorize the Oklahoma City Board of Education to deduct from each warrant an amount equal to my annual OKC-AFT dues as certified by the OKC-AFT.  
I further authorize this deduction to be continuous unless I request cancellation in person at the Board of Education.  
I further authorize the Board of Education to change the amount of my deduction in compliance with any change in dues voted by the membership and certified by the OKC-AFT.  
I further authorize the deduction to be forwarded monthly to the OKC-AFT and understand that the OKC-AFT is completely responsible to me for the disposition of the funds.  
I understand that OKC-AFT services, including professional liability and legal defense, are contingent upon paid OKC-AFT membership.

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_  
CITY \_\_\_\_\_ ZIP \_\_\_\_\_ HOME EMAIL ADDRESS \_\_\_\_\_  
SCHOOL \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_  
EMPLOYEE ID# \_\_\_\_\_ Full Time Teacher \_\_\_\_\_ Part Time Teacher \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

#### **OPTIONAL: COMMITTEE ON POLITICAL EDUCATION (COPE) DEDUCTION**

This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the OKC-AFT COPE are not conditions of membership in the Union or of employment with the Oklahoma City Board of Education, and the OKC-AFT COPE will use the money it receives to make political contributions and expenditures.

SIGNATURE \_\_\_\_\_ \$ \_\_\_\_\_ per warrant

COPE Contributions to OKC-AFT are not deductible as charitable contributions for federal income tax purposes.

opeiu#381,aff-cio

### Oklahoma City AFT (OKC-AFT) – Local 2309 MEMBERSHIP APPLICATION

TO:PAYROLL DEPARTMENT, OKLAHOMA CITY PUBLIC SCHOOLS

I hereby authorize the Oklahoma City Board of Education to deduct from each warrant an amount equal to my annual OKC-AFT dues as certified by the OKC-AFT.  
I further authorize this deduction to be continuous unless I request cancellation in person at the Board of Education.  
I further authorize the Board of Education to change the amount of my deduction in compliance with any change in dues voted by the membership and certified by the OKC-AFT.  
I further authorize the deduction to be forwarded monthly to the OKC-AFT and understand that the OKC-AFT is completely responsible to me for the disposition of the funds.  
I understand that OKC-AFT services, including professional liability and legal defense, are contingent upon paid OKC-AFT membership.

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_  
CITY \_\_\_\_\_ ZIP \_\_\_\_\_ HOME EMAIL ADDRESS \_\_\_\_\_  
SCHOOL \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_  
EMPLOYEE ID# \_\_\_\_\_ Full Time Teacher \_\_\_\_\_ Part Time Teacher \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

#### **OPTIONAL: COMMITTEE ON POLITICAL EDUCATION (COPE) DEDUCTION**

This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the OKC-AFT COPE are not conditions of membership in the Union or of employment with the Oklahoma City Board of Education, and the OKC-AFT COPE will use the money it receives to make political contributions and expenditures.

SIGNATURE \_\_\_\_\_ \$ \_\_\_\_\_ per warrant

COPE Contributions to OKC-AFT are not deductible as charitable contributions for federal income tax purposes.

opeiu#381,aff-cio

## **APPENDIX B – MOU: Professional Standards for Substitutes**

This Memorandum of Understanding is between the Oklahoma City Public Schools, District I-89 (“District”) and the Oklahoma City AFT, Local 2309, (“Union”). No other promises, implied or expressed are made, other than those appearing in this recital.

This Memo of Understanding contains the agreements made during negotiations on June 5, 2009, as delineated below:

1. The Union, in cooperation with the District, shall be responsible for implementation of the professional standards program for substitute teachers as referenced in Article XV, Section 4.
  - a. The Union will be responsible for all costs associated with program development and implementation.
  - b. The curriculum must be approved by the District prior to implementation.
  - c. The training will be conducted by the Union with the assistance of District personnel as needed.
2. This memorandum shall be effective for the 2015-2016 school year, and shall expire June 30, 2016.

## **APPENDIX C – MOU: Length of School Day**

This Memorandum of Understanding is between the Oklahoma City Public Schools, District I-89 (“District”) and the Oklahoma City AFT, Local 2309, (“Union”). No other promises, implied or expressed are made, other than those appearing in this recital.

This Memo of Understanding contains the agreements made during negotiations on June 5, 2009, as delineated below:

This memo is to affirm that for the 2015-2016 School Year the length of the workday is seven and a half (7 ½) hours including lunch.

If the District elects to adopt a “School –Hours” policy as authorized by HB 1864 of the 2009 legislative session and needs to adjust the number of hours per day for the 2015-2016 school year, the total number of hours in the teacher work year will not change. The calendar committee will be consulted and make recommendations regarding adjustments.

The parties recognize that teachers, as professional employees, are exempt from the hourly pay requirements of the Fair Labor Standards Act and, therefore, are not entitled to overtime pay.

#### **APPENDIX D – MOU: Student Code of Conduct Committee**

This Memorandum of Understanding is between the Oklahoma City Public Schools, District I-89 (“District”) and the Oklahoma City AFT, Local 2309, (“Union”). No other promises, implied or expressed are made, other than those appearing in this recital.

This Memo of Understanding contains the agreements made during negotiations on June 28, 2005, as delineated below:

1. The Student Code of Conduct Committee shall continue its work with an annual deadline of March 1st to submit recommendations to both the Union and the Superintendent.
2. The Student Code of Conduct Committee is charged with the development of a progressive and flexible discipline plan with the interest of the students as the foundation of the plan. The plan shall include a requirement to hold joint teacher/administrator in-service on the Student Code of Conduct plan.
3. The Student Code of Conduct committee shall make recommendations including but not limited to providing teacher input regarding the removal of students from class and/or school.

#### **APPENDIX E – ALTERNATIVE STUDENT PLACEMENT**

District and Union agree that disruptive student behavior affects student learning. Therefore the parties agree to research successful alternative placements options and begin to construct and develop an implementation plan for future school years. Recommendations that are developed will be considered in the budget process. (9/13/10)

## **APPENDIX F – Joint Contract Training**

This agreement is between Oklahoma City Public Schools, District I-89 (“District”) and the Oklahoma City AFT, Local 2309 (“Union”) No other promises, implied or expressed are made other than those appearing in this recital as made during negotiations on August 9, 2013.

Four (4) hours of joint annual CBA training of Principals and AFT worksite leaders.

## **APPENDIX G – Duties & Responsibilities of Extra Duty Assignments**

Duties and Responsibilities of OKCPS Orchestra Teachers:

- Teach, direct, and coordinate performances and rehearsals.
- Provide leadership, training and education to all orchestra students.
- Coordinate recruitment and retention of orchestra students.
- Coordinate supportive staff, and advise supportive organizations
- Direct the selection, purchase, maintenance and security of instruments and appropriate equipment.
- Develop and manage an annual site budget while adhering to all Oklahoma City Public Schools and state and federal educational policies and procedures as it pertains to all bank accounts.
- Attend and participate in fine art meetings, committees, and events.

Orchestra teachers must adhere to above and following to receive extra duty stipend.

### **High Schools:**

- Schedule and perform at least five (5) performances a year. This can include but is not limited to:
  - Two (2) of the five must be :winter and/or spring concerts or school assembly
  - One (1) should be from any of the following: arts expos; Learning Community events and other activities where your orchestra is showcased such as arts festivals,
  - Provide the Principal and Fine Arts Director with documentation (e.g. program, contest schedule, school calendar, etc).
- Participation in at least one (1) contest every year. Tri State, Pawnee Band Day, and any OSSAA District or State Contest is acceptable.

### **Middle School:**

- Schedule and perform at least three (3) performances a year. This can include but is not limited to:
  - One (1) of the three must be: winter and/or spring concerts; school assembly
  - One (1) should be from any of the following arts expos; Learning Community events and other activities where your orchestra is showcased.
  - Provide the Principal Fine Arts Director, with some sort of proof (e.g. program, contest schedule, band calendar, etc).

- Participation in at least one (1) contest every year. For example: Tri State, Pawnee Band Day, and any OSSAA District or State Contest are acceptable.

Teacher agrees where funding and support are provided including transportation, proper equipment and materials

**Duties and Responsibilities of OKCPS Vocal Music Teachers:**

- Teach, direct, and coordinate performances and rehearsals.
- Provide leadership, training and education to all vocal music students.
- Help recruit and retain vocal music students and build the program.
- Coordinate supportive staff, and advise supportive organizations
- Direct the selection, purchase, maintenance and security of keyboards, pianos and any instruments or appropriate equipment for vocal music.
- Develop and manage an annual site budget while adhering to all Oklahoma City Public Schools and state and federal educational policies and procedures as it pertains to all bank accounts.
- Attend and participate in fine art meetings, committees, and events.

Vocal Music Teachers must adhere to the above and the following to receive extra duty stipend.

**High Schools grades 9-12 only:**

- Schedule and perform at least five (5) performances a year. This can include but is not limited to:
  - Winter and/or spring concerts; school assemblies; Contests; arts expos; Learning Community events and other activities where your choir and chorus group is showcased.
- Participation in at least one (1) OSSAA District or State Contest.
- Provide the Principal and Fine Arts Director with documentation (e.g. program, contest schedule, school calendar, etc).

**Middle School:**

- Schedule and perform at least three (3) performances a year. This can include but is not limited to:
  - Winter and/or spring concerts; school assemblies; Contests; arts expos; Learning Community events and other activities where your chorus and choir is showcased.
- Participation in at least one (1) OSSAA District or State Contest.
- Provide the Principal and Fine Arts Director with some sort of proof (e.g. program, contest schedule, band calendar, etc).

Teacher agree where funding and support are provided including transportation, proper equipment and materials.

**Duties and Responsibilities of OKCPS Band Director Teachers:**

- Teach, direct, and coordinate band performances training, and schedules including logistics for camps, parades, and field trips, and rehearsals, honor groups and professional organizations.
- Provide leadership, training and education to all band students in music styles, marching styles, and instrument operation for marching and concert formats. Marching technique applies to High School and is optional for Middle school.
- Coordinate recruitment and retention of band students.
- Coordinate auxiliaries, auxiliary directors, supportive staff, and advise supportive organizations
- Direct the selection, purchase, maintenance and security of instruments and appropriate equipment.
- Develop and manage annual site budget adhering to Oklahoma City Public Schools and state and federal educational policies and procedures as it pertains to all bank accounts.
- Attend and participate in fine art meetings, committees, and events.

Band Director/ Teachers must adhere to the above and the following to receive extra duty stipend.

#### **High Schools:**

- Schedule and perform at least eight [8] performances a year. This can include but is not limited to:
  - Two (2) of the six must be winter and/or spring concerts; school assembly
- Two (2) or more but not less than one (1) of the following: parades; arts expos; Learning Community events; honor band; Pawnee Band Day; Arbuckle Wilderness Contest; Tri State, Enid; Langston University; University of Central Oklahoma and other activities to showcase the band where funding and support are provided.
- Participation in at least one (1) OSSAA District or State Contest where funding and support are provided.
- Perform at home football and or basketball games and at any other school athletic venues, such as pep rallies, as agreed with building principal; minimum of five (5) where funding and support are provided.
  - Provide the Principal and the Fine Arts Director with documentation (e.g. program, contest schedule, school or band calendar, etc).

#### **Middle School:**

- Schedule and perform at least four [4] performances a year. This can include but is not limited to:
  - Two of the three must be: winter and/or spring concerts; school assembly
- Participation in at least one (1) OSSAA solo/ensemble contest and/ or large group contest where funding and support are provided.
- One (1) or more participation in any of the following for example: Pawnee Band Day, Arbuckle Wilderness Contest; Tri State, Enid; Langston University; University of Central

Oklahoma, parades, arts festivals, and other activities to showcase the band where funding and support are provided.

- Perform at school athletic venue as agreed with building principal.
  - Provide the Principal and the Fine Arts Director with some sort of proof (e.g. program, contest schedule, school or band calendar, etc).

**Duties and Responsibilities of OKCPS Drama Teachers:**

- Teach, direct, and coordinate performances and rehearsals.
- Spend adequate time after school hours to direct and produce performances.
- Provide leadership, training and education to all drama students.
- Help recruit and retain drama students and build the program.
- Coordinate supportive staff, and advise supportive organizations
- Direct the selection, purchase, maintenance and security of appropriate equipment for drama at the school site.
- Develop and manage an annual site budget while adhering to all Oklahoma City Public Schools and state and federal educational policies and procedures as it pertains to all bank accounts.
- Attend and participate in fine art meetings, committees, and events.
- Maintain a complete, updated inventory of all fine arts equipment and provide Learning Community Fine Arts Team Leader with a copy of inventory each year.

Drama Teachers must adhere to the above and the following to receive extra duty stipend.

**High Schools grades 9-12 only:**

- Schedule and perform at least 2 main stage performances a year (1 per semester).
- Participation in at least one (1) OSSAA District or State contest annually. \*\*
- Participation in performances outside school building to include any of the following: elementary schools, middle schools: Learning Community event; festivals, etc. (play, skit, monologue, ensemble or mime) minimum of 1.\*\*
- Take students to attend at least one (1) performance outside your school. Can be at another school or a professional event.\*\*
- Provide the Principal and the Fine Arts Director with documentation (e.g. program, contest schedule, school calendar, etc).

**Middle School teacher that only teaches grades 6-8:**

- Schedule and perform at least 1 performance a year. This can be in collaboration with other fine arts discipline such as vocal, band or orchestra.
- Provide one (1) performance every nine (9) weeks in the form of a skit, monologue, ensemble or mime in class or for the school.
- Participation in at least one (1) performance outside school building to include any elementary schools; Learning Community event; festivals, etc. \*\*
- Take students to attend at least one (1) performance outside your school. Can be at another school or a professional event. \*\*
- Provide the Principal and the Fine Arts Director with proof (e.g. program, contest schedule, band calendar, etc).

\*\*The above requirements will be met where funding and support are provided (Equipment and Transportation)

**Duties and Responsibilities of OKCPS Dance Teachers:**

- Teach, direct, and coordinate performances and rehearsals.
- Provide leadership, training and education to all dance students.
- Help recruit and retain dance students and build the program.
- Coordinate supportive staff, and advise supportive organizations
- Direct the selection, purchase, maintenance and security of appropriate equipment for dance at the school site.
- Develop and manage an annual site budget while adhering to all Oklahoma City Public Schools and state and federal educational policies and procedures as it pertains to all bank accounts.
- Attend and participate in fine art meetings, committees, and events.

Dance Teachers must adhere to the above and the following to receive extra duty stipend.

**High Schools:**

- Schedule and perform at least two (2) performances a year.
  - Provide the Principal and the Fine Arts Director with documentation (e.g. program, contest schedule, school calendar, etc).
- Participation in performances outside school building to include any of the following: elementary schools, middle schools: Learning Community event; festivals, OSSAA District or State Contest sponsored by the Oklahoma State Dance Team Directors Association, etc. minimum two (2) where funding and support are provided.

**Middle School:**

- Schedule and perform at least two (2) performances a year. This can include but is not limited to:
  - Provide the Principal and the Fine Arts Director with some sort of proof (e.g. program, contest schedule, band calendar, etc).

- Participation in at least one performance outside school building to include any OSSAA District or State Contest sponsored by the Oklahoma State Dance Team Directors Association, elementary schools; Learning Community event; festivals, etc. where funding and support are provided.

**Elementary School:**

- Schedule and perform one performance a year
  - Provide the Principal and the Fine Arts Director with some sort of proof (e.g. program, contest schedule, band calendar, etc).
- Participation in one (1) performance outside school building to include any of the following: other schools; Learning Community event; festival, etc. where funding and support are provided.

## Appendix H – MOU

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Oklahoma City Public Schools, District I-89 (District) and the Oklahoma City AFT (Union). The parties agree this Memorandum will terminate at the completion of 2014 – 2015 contract negotiations, and that no other promises expressed or implied are made.

The parties have secured the assistance of the American Federation of Teachers, Federal Mediation and Conciliation Service, The Foundation for Oklahoma City Public Schools or later identified parties, to help with information gathering, research, group process, or other agreed upon issues.

The Parties agree that the issues listed below are in need of further discussion and negotiation for the 2014 – 2015 school year.

1. **Professional Polling** – Enlist an independent third party to conduct focus groups and surveys of employees, students, parents, and community members in order to secure reliable data to inform decision making. The data may help refine our issues or may identify additional items for review and possible action.
2. **Early Identification and Help for Schools in Need of Assistance** – Develop and Implement Standards for early identification of schools in need of restructuring.
3. **Innovative Compensation** – Consider moving to a Compensation System that recognizes specific teacher accomplishments, which could include career ladders, pay for performance, dual salary schedules or other new compensation methods.
4. **Safe and Orderly Schools** – Identify and implement a pilot system addressing student behavior that reduces the capability of a small minority of students to disrupt the ability of teachers to teach and students to learn. This will include the evaluation of more alternative education options.
5. **Specific Incentive Issues** – Identify areas where specific incentives can help with hiring, placement, retention, or student achievement, including, but not limited to hard-to-staff schools, new hires, current staff, needed certification areas and reading on grade level.
6. **Vendor Performance Measures** – Identify performance measures to gauge the success of individual programs implemented at the district or school level. Review the impact multiple programs have on time for teacher preparation and whether the use of multiple programs negatively impact teacher retention or student achievement.
7. **Teacher and Instructional Time** – Consider redesigning the school day, reviewing how instructional time is used and study whether lengthening the school day or year is feasible. Realizing effective teachers are the number one in-school factor in improving student achievement, there is a need to address adequate teacher preparation time and the tools we provide students and teachers to be successful.

Dated 10/17/13



Dave Lopez  
Superintendent of Schools  
Oklahoma City Public Schools, District I-89



Charles E. Allen  
President  
Oklahoma City AFT

## Appendix I – MOU

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Oklahoma City Public Schools, District I-89 (District) and the Oklahoma City AFT (Union). The parties agree this Memorandum will terminate on June 30, 2014, and that no other promises expressed or implied are made.

The District and Union have an interest in exploring how optional (discretionary) money is utilized and dispersed at secondary schools.

Additionally, an interest exists in collecting information that can establish a clear sense of why optional (discretionary) dollars are needed at the school level and what function these expenditures support.

Furthermore, the District and Union will be requesting teachers and principals to provide information and evidence that clearly supports the expenditures of these funds.

The parties agree that should efficiencies in expenditures be found any savings would be directed to the benefit of teachers and students.

A related interest is securing appropriate compensation for current and additional extracurricular activities and/or sponsorships, including specific teacher responsibilities and accountability.

Dated

10/17/13



Dave Lopez  
Superintendent of Schools  
Oklahoma City Public Schools, District I-89



Charles E. Allen  
President  
Oklahoma City AFT

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