



Certificated Personnel Handbook

2008-2009

Tulsa, Oklahoma

Introduction

This handbook is provided for you as an expedient reference to personnel policies and regulations as they may apply to individual employees or to various employee groups. This booklet is updated each year in an effort to keep you informed of new regulations and policies that may better meet the changing needs of employees.

A more complete manual of Board of Education policies and regulations is accessible in each building. The manual is updated as policies and regulations are adopted by the School Board throughout the school year. Copies are also available in the TCTA office or at the Charles C. Mason Education Service Center. Please refer to this manual should you have questions on specific policies and regulations (1981).

It is the responsibility of the Human Resources staff to serve you in all matters dealing with your employment. If you need further interpretation of policies and regulations within this handbook, please feel to contact any member of the Human Resources staff.

The Department of Human Resources sincerely hopes that the Personnel Services Handbook for Certificated Employees will prove to be a functional assistance to all certificated employees and hereby contribute to strengthening the employer-employee bond within the Tulsa Public Schools system.

Keith E. Ballard, Ed.D.
Superintendent of Schools

STATEMENT OF VISION

The vision of Tulsa Public Schools is to provide quality learning experiences for every student every day without exception.

Employment Policy

The Tulsa Board of Education fully supports a policy of equal employment opportunity in all job classifications of Independent School District Number One. Equal opportunity shall be provided for all regular employees and applicants for employment on the basis of their demonstrated ability and competence without discrimination because of their race, color, religion, gender, national origin, and age. The Tulsa Board of Education further recognizes that the effective application of a policy of equal employment opportunity involves undertaking a program of affirmative action in employment. All school district personnel concerned with recruitment, hiring, training, assignments, promotions, transfer, compensation, dismissal, and all other employment practices are directed to govern personnel actions and procedures within the intent of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Act of 1972, and additional laws and orders that pertain to the employment policies of the Tulsa Public Schools. This policy supplements the nondiscrimination policy (shown below) adopted on March 2, 1970.

Nondiscrimination Policy

The Board is committed to the concept of nondiscrimination in relation to race, religion, gender, age, national origin, disability, and other human differences. This policy will prevail in all matters concerning staff, students, and the public.

In keeping with the requirements of state and federal law, this school district will strive to prevent any discrimination in employment, assignment and promotion of personnel, and in educational opportunities and services offered to students in the assignment to schools and classes.

Accordingly, no person, on the basis of race, color, creed, marital status, national origin, sex, age or disability, shall be excluded from participation in, denied the benefits of, or subjected to discrimination in employment under any educational program or activity.

The nondiscrimination statement is intended to reflect compliance with Title VI and Title VII of the 1964 Civil Rights Act, Age Discrimination in Employment Act of 1967; Equal Opportunity Employment Act of 1972; Title IX of 1972 Education Amendments Act; Section 504 of the 1973 Rehabilitation Act; The Americans with Disabilities Act of 1990; and the Civil Rights Act of 1991.

Americans With Disabilities Act

The Americans With Disabilities Act of 1990 (ADA-P.L. 101-366) guarantees qualified people with disabilities access to employment, transportation, telecommunications, public accommodations and public services. The ADA prohibits discrimination on the basis of disability and prohibits covered entities from excluding people from jobs, benefits, services, or activities based on disability.

Section 504

Section 504 of the Rehabilitation Act of 1973, is a federal civil rights statute which protects the rights of persons with disabilities. Section 504 requires federal funding recipients to make their programs and activities accessible to qualified people with disabilities. A person is “disabled” within the meaning of Section 504 if he or she:

- A. has a mental or physical impairment which substantially limits one or more of such person’s major life activities;
- B. has a record of such impairment; or
- C. is regarded as having such an impairment.

Harassment

General

Harassment constitutes unethical and unacceptable employee conduct which will not be tolerated at any level. All employees are strictly prohibited from engaging in any form of harassment of any other employee. Any employee engaging in harassment is subject to disciplinary action, including but not limited to suspension, demotion, forfeiture of pay or benefits and termination. Such penalties shall be imposed based on the facts taken as a whole and the totality of the circumstances such as the nature, extent, context and gravity of such activities or incidents.

Sexual Harassment

Any employee who is or has been subjected to sexual harassment or knows of any employee who is or has been subjected to sexual harassment shall promptly report all such incidents to the employee’s immediate supervisor. If the employee’s immediate supervisor is the person claimed to have committed acts of sexual harassment, then the report should be submitted to the appropriate director.

If resolution of the sexual harassment claim has not been resolved at the Director level, it will be forwarded to the Chief Human Resources Officer. The Chief Human Resources Officer will review the report and determine whether the report should be forwarded to a third party independent investigator.

It is preferred that all such reports be made in person or in writing and be signed by the reporting party; however, in order to encourage full and complete reporting of such prohibited activities, a person should report such incidents in writing and by mailing such reports to the personal attention of the appropriate person. All such reports should state the name of the employee involved the nature, context and extent of the prohibited activity, the dates of the prohibited activity and any other information necessary to allow for a thorough investigation of the matter.

All reports of sexual harassment will be investigated. The staff will develop and implement appropriate administration procedures for investigating reports of sexual harassment. The administrative procedures will protect the rights of the reporting employee and the accused employee to the extent possible.

Other Forms of Harassment

The Board prohibits statements or actions which tend to harass or disparage an individual on the basis of race, religion, national origin or handicap condition. Such behavior will not be tolerated. This policy will apply to employees at all levels.

Any employee to whom improper comments or actions are directed should utilize the procedure set out in Board Policy #4902, Violation of this policy by an employee may result in disciplinary action, including a recommendation for employment termination in the event of repeated incidents.

Standards of Performance and Conduct for Teachers¹

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

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

Principle I - Commitment to the Students

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

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

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

¹ Approved by the State Board of Education, March 1992
Professional Services Division
(70 O.S. Supp. 1990 § 6-101.21 and 101.22)

8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose and is permitted by law or is required by law.

Principle II - Commitment to the Profession

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

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

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

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

Principle III

Subject to the provisions of the Teacher Due Process Act, a probationary or career teacher may be dismissed or not reemployed for any reason or cause allowed by law.

Professional Dress

Certified staff occupies a special position within the education community, particularly with respect to their ability to serve as a positive influence for students. Certified staff is expected to dress in a professional manner at all times. Large and/or obvious tattoos of any type shall be covered to prohibit their display. Dress, including jewelry, and personal grooming, must not offend common standards of decency, contain language which refers directly or indirectly to drugs, alcohol or tobacco, contain direct or indirect sexual references, present health or safety problems, or otherwise constitute inappropriate dress or grooming for the educational process in which the employee is engaged. Visible pierced jewelry shall be limited to two piercings in the ear.

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Business casual attire is appropriate throughout the school year depending upon particular classes, activities or circumstances requiring more casual and relaxed dress. Business casual attire may include, but is not limited to, the following:

- Casual slacks/pants/skirts
- Casual shirts or blouses (generally shirts with collars)
- Sweaters
- Skirts or dresses
- Casual shoes (loafers, dockers)

As a general rule, the following is not considered business casual or appropriate:

- Jeans
- Tee shirts (without school logos), tank tops or halter tops
- Sweatshirts or sweat pants
- Cutoffs or shorts
- Gym suits or warm-up suits
- Flip flops (shower shoes)
- Ripped, stained, soiled clothing or clothing which is too tight or revealing

Fridays shall be designated as relaxed dress day when teachers are allowed to wear jeans and school spirit shirts. (2008) The exceptions to the above are when a site has designated a day which shall involve a relax dress, a special event, or in the instance where the staff member is engaged in an activity or an assignment in which the wearing of jeans, tee shirts, gym suits, jogging suits or similar attire is appropriate to the activity or class. (2000)

Election to Employment

The Superintendent shall make all nominations for positions, except the Superintendency, to the Board of Education in writing.

Each nomination shall be made with reference to position and salary.

All positions shall be classified for purposes of salary and promotion.

New personnel will be notified of employment and building assignment at the earliest possible date.

Change of Name or Address

Any employee whose name is changed by marriage, a divorce or other legal procedures must immediately notify Human Resources of such change. Such immediate notification of Human Resources is also required when the teacher or other employee changes his/her address.

Review of Annual Employment Contracts Applicable to Members of the Bargaining Unit

The District shall make a copy of its annual employment contracts, applicable to members of the TCTA bargaining unit, available to a designated representative of TCTA. TCTA shall be invited to comment regarding changes proposed in the District's annual employment agreements which are issued to individuals within the bargaining unit represented by TCTA. TCTA shall submit written comments to proposed changes in the agreements, within five workdays of the receipt of the amended employment agreements. (1997)

The District will provide all certified employees with a duplicate copy of their annual contract at the time of signing. Certified employees, on temporary contracts, will receive notification of their employment status by May 1st. (2008)

Terminal Contracts

Terminal contracts shall be issued only to teachers who are to be assigned to positions or programs which are limited as to duration and/or funding.

New Teacher Certification/Licensing

Article VI, Section 144, of the School Laws of Oklahoma states:

“After January 31, 1982, the board of education of each school district shall employ and contract in writing, as required in Section 6-101 of Title 70, only with persons certified to teach by the Board or with entry-year teachers, in accordance with this act, except as otherwise provided by law.”

The procedures for all new teacher candidates are as follows:

1. Contracts are not signed or issued until a certificate or license is on file.
2. Securing the certificate/license is the teacher's responsibility and a condition of his/her employment.
3. In cases where a teacher candidate meets certification/licensing requirements but has not yet received a certificate/license, the district will allow (according to law) the candidate to work as a substitute teacher for a period of seventy days at the substitute rate of pay.
4. Since contracts are not signed until after the certificate/license is on file, contract salary payments are retroactive only to the date of the contract signing and not the date of the certificate/license or date of employment.
5. Teacher candidates failing to file a certificate/license within the first twenty working days will be relieved of their duties and any commitment previously made by the district will be null and void.
6. Teacher candidates working on a substitute teacher basis will not be entitled to any fringe benefits during the said period of service.

Beginning Teachers

Every beginning teacher who holds a valid Oklahoma teaching certificate but has no teaching experience shall serve under the guidance and assistance of a mentor teacher for a minimum of one (1) school year as intended in House Bill 1706. However; no beginning teacher shall serve under the guidance and assistance of a mentor teacher for fewer than 120 days.

Residency Program

Effective February 1, 1982, every beginning teacher who graduates after January 31, 1982, will be assigned a Residency Committee. All persons who graduated from an accredited institution of higher education before February 1, 1982 and not meeting approved program certification requirements prior to that date or not holding a valid certificate on February 1, 1982, shall be assigned a Residency Committee.

In order to qualify for an Oklahoma teaching certificate, House Bill 1706 requires the licensed teacher to participate in the Residency Program during the initial year of teaching in an accredited school under the guidance and assistance of a Mentor and Residency Committee.

Payment of Contract Teachers Without Valid Certificates/Licenses

A contract teacher without a valid teaching certificate or license on file in the Division for Human Resources on the first day of the contract year will be paid at the substitute teacher rate of pay for each day worked without certification for a period not to exceed seventy (70) working days. The teacher being paid at the substitute rate of pay will be reimbursed for the difference between substitute pay and the regular rate of pay after a valid certificate is filed, provided the certificate covers the period in question.

After seventy (70) working days, a teacher without certification will not be allowed to return to the classroom until a valid certificate is on file in the Division for Human Resources. A substitute teacher will be placed in the non-certified teacher's classroom during the interim and no reimbursement will be made for the period during which the non-certified teacher is off the job.

Salary Schedule

A teacher will be considered as having had one (1) year of experience if he/she has taught not less than 120 days for any year. Teachers will be given credit for years of teaching experience equivalent to the amount credited by the Oklahoma Department of Education. Beginning with the 2004-2005 school year, in areas of shortage, as defined by the State Department of Education, teachers will be given credit for all in-state and out-of-state years of experience. Teachers who complete their Masters, Masters plus 30, Masters plus 60, or Doctorate during the first semester will move to the appropriate salary level for the second semester. The salary adjustment will be one-half the amount allowed.

All teachers will be placed on the corresponding step as recognized by the Oklahoma Department of Education. In those cases where a teacher is on a higher step than what the state recognizes their step level will not be reduced. (2003)

Career Increment

Definition of “Creditable” Service Requirement

The reference to “creditable service” for the purpose of calculating the career increment available to teachers after 20, 25, 30, and 34 years of service shall be defined as service in Tulsa Public Schools plus years of out-of-district service for which the teacher has received credit on the TPS salary schedule. This definition of creditable service shall apply to those eligible for career increments as of September 1, 1998, and after that date. (1998)

A career increment has been added after thirty-seven (37) years of service. Career increments in the amount of \$1,000.00 will, with this agreement, be paid after 20, 25, 30, 34, 37 years of creditable service. (1999)

Military Service

Eligible employees shall receive credit on the salary schedule for military service as permitted by the State Department of Education. (2003)

Special Assignments - General Information

1. All special assignments, at all levels, except those requiring specific State Department of Education certification will be declared vacant annually. Applications for special assignments must be in writing to the principal who will have the responsibility for filling those positions from the list of applicants, whenever possible. No teacher may be required to accept a special assignment for which they have not applied, unless the Principal is unable to procure an otherwise qualified individual for the special assignment. The Principals shall consider qualifications, experience, interest, and other related factors when filling positions in an effort to appoint capable and competent individuals. If summer duties are involved, whenever possible, Principals shall notify teachers of special assignments for the upcoming year prior to the end of the school year. A current special assignment sheet shall be posted in the building and updated as assignment changes are made. When there is a vacancy in a special assignment within a building, a Notice of Vacancy will be posted not less than five (5) working days before the position is filled. (2000)

2. When revocation of a paid special assignment is to be made during the school year, it will be preceded by a conference between the principal and the individual affected. Revocation of an assignment may be based on any reason which is in the best interest of the School District. Special assignment terminations do not require cause and are not accompanied by a hearing. The termination of a special assignment is effective upon notice to the teacher. Revocation of a special assignment shall automatically terminate payment for the assignment. In the case of special assignments involving school sports, the assignment may be terminated, in addition to other reasons, on the basis of an insufficient number of students to support the activity or team. In this instance, the coach will receive one-third (1/3rd) of the pay allocated for the special assignment.

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3. Acceptance of special assignments with pay does not exempt a person from being asked or required to take additional duties without pay. This is at the discretion of the building principal.

4. All special assignments are subject to the approval of the Superintendent and Board of Education.

5. Extra assignment salary compensation for vocational teachers, librarians, and counselors shall be prorated over twelve (12) months and included in the September warrant, if possible.

6. Special assignments are not required where positions are not needed. Sites, in consideration of site needs, numbers of students involved in particular activities, and other relevant factors may conclude that one or more positions are not warranted. In this instance, the site may utilize money reserved for one position for an alternative position warranted by the needs of the site.

Drivers Education - Hours Required Outside The Contract Day

Drivers Education teachers will receive \$18.00 per hour for hours required outside the contract day. (2000)

TCTA Dues Deductions

TCTA dues deduction authorization will continue from one year to the next unless Tulsa Public Schools Accounting Department receives notice of cancellation from the TCTA office no later than September 1 of each succeeding year. (1998)

Salary Adjustments

When a teacher improves his/her professional status by acquiring the required number of approved hours or a degree, he/she will be entitled to move from one preparation scale to another on the teachers' salary schedule by moving horizontally to the preparation scale for which he/she has become eligible.

Salary Increment

A minimum of six (6) full months of teaching experience during regular school terms are required to qualify for one year of experience. Exception: One full semester of teaching in the Tulsa Public Schools will qualify for one year of experience. (1981).

Fractions of school terms of not less than one month may be combined to make a total of not more than two (2) years experience.

Travel Reimbursement

1. Certificated personnel such as traveling instrumental music teachers, nurses, and speech therapists, whose assignments require scheduled travel between two or more buildings or travel between buildings and homes, shall be reimbursed at a rate of 44.5 cents per mile for use of personal automobiles.

Administrative staff members and certificated personnel (such as subject matter instructional supervisors) whose assignments require travel, but not on a regularly scheduled basis, shall be reimbursed at the rate of 44.5 cents per mile for use of personal automobiles.

Procedure for Securing Substitute Teachers

The SubFinder Automated Calling System was installed for the purpose of providing prompt and effective service to the school, the regular contract teacher and the substitute teacher. The function of SubFinder is enhanced by the determination and commitment of the involved parties to follow guidelines. In addition to the SubFinder Calling System, teachers can access SubFinder through the web by logging onto <https://subfinder.tulsaschools.org/webconnect/login/login.asp>. Use your last name and your pin (5 digit payroll number) to log on to WebConnect. The user guide will provide you with step by step instructions to follow when using WebConnect.

Reporting an Absence

1. Teachers are required to report all absences directly to the SubFinder System(746-6616) or by accessing Sub Finder through the web. Some site administrators may require teachers to notify their site as well as SubFinder. This number may be used to report an absence 24 hours a day. In order for SubFinder to work properly, all absences should be reported as soon as possible.

2. Morning absence report deadlines vary from site to site. Please check with your site administrator. SubFinder will not accept any absences reported after 7:00 a.m.

3. If, for any reason, a teacher is unable to report the need for a substitute in SubFinder in accordance with the time set by their site administrator, the site administrator may, in lieu of the teacher, report the need for a substitute to SubFinder.

4. All absences “must” be reported in SubFinder. When calling SubFinder or accessing SubFinder through the web, the teacher should be prepared to enter the following information:

- a. Pin number (5 digit payroll number).
- b. Date (MMDD) and times of the absence.
- c. Reason for the absence
- d. Is a substitute required? If a specific substitute is requested, you must have the ID number of that substitute.
- e. Are there any special instructions for the substitute, such as field trips, special needs, etc.?

When reporting a multi-day absence, please enter all absence dates for this job under the specific dates and times menu. Entering the absence under one job will ensure you the continuity of having the same substitute for all days of the absence. When reporting an absence, always wait for the JOB NUMBER before disconnecting or your absence will not be recorded.

Contacting the Substitute

1. Ordinarily, neither the site administrator nor the teacher should call the substitute directly. However, if the site administrator chooses, he/she may contact a specific substitute to prearrange for the teacher's absence. This absence must be reported in SubFinder using the substitute's ID number as the prearranged substitute.

2. Whenever a principal is able to establish that a substitute will be needed the day before the substitute is required, the site administrator or teacher will contact the SubFinder Calling System to report the absence. All certified staff in a building, other than the administrator, **must** report their absences in SubFinder.

Notification of Return

The teacher who is absent must notify the principal no later than 2:00 p.m. if he/she expects to return the next teaching day. Should the teacher fail to notify the principal and both the teacher and the substitute report the following day for assignment the teacher is subject to the loss of one-half (1/2) day of substitute deduct pay. If the teacher is not returning, the absence must be reported in SubFinder again. To retain the same substitute for additional days, the site administrator or secretary will need to report the absence in SubFinder as "prearranged". By following these procedures, we will eliminate the possibility of duplicating substitutes.

Absence Arrangements Made in Advance

1. Teachers should arrange with principals for absences that may be set up in advance. These should be reported to SubFinder as far in advance as possible.

2. Absences approved for professional reasons should be reported to SubFinder.

Substitutes For District-Required Workshops

When there is a District-required workshop during the school day, the District will attempt to ensure that substitutes are provided, and that coverage will not come from within the building. (1998) If a large group of substitutes will be required, SubFinder will be better able to fill all requests if the absences are reported three to four weeks ahead of time or as far in advance as ninety days.

Cover Pay

When a teacher is absent for any reason, and a substitute is not available through SubFinder, this is considered "Failed to Fill," and a teacher who covers the absent teacher's class(es) will be paid at the lowest rate of pay for certificated substitutes for each hour covered. All substitute requests that are "Fail to Fill" will be cross checked with the time that the request is entered in SubFinder. If requests have not been entered in a timely manner, there will be no reimbursement for cover pay.

A teacher who covers a class in addition to his/her regular assignment during the same hour will receive cover pay in "Failed to Fill" positions only. Assignment to cover only partial classes is discouraged.

When a class is split among multiple teachers, the cover pay will be prorated among those teachers at the lowest amount paid to a certificated substitute for each hour covered. (2008)

Deans and counselors shall not receive cover pay, nor be asked to cover, for more than six days per semester. (1997)

Absences Requiring Written Requests

Definition of An Absence

An employee is absent when the individual does not report to or spend the major portion of a full or half day at his or her assigned building.

Written Requests

An employee requesting to be absent should make written request in accordance with the established procedures. All absences under these conditions should be reported on the proper payroll.

Exceptions to this procedure would be:

1. Employees whose normal duties require that they be away from their assigned building headquarters on a regular basis. Examples: visiting counselors, supervisors, etc.
2. Employees whose principals or immediate supervisors may send them out of their assigned building to perform duties unique to the requirements of the position or the needs of the school or department.

Example: A high school counselor may be requested by the principal to visit a feeder middle school for pre-enrollment purposes.

All employee absences, except those covered by sick leave, require written requests.

Teachers, counselors, and support personnel will direct requests to the Chief Human Resources Officer. Principals, assistant principals, and other professional personnel will direct requests to the appropriate division superintendent.

Absences will be considered under one of the following categories:

1. Absence with pay
2. Provided substitute
3. Substitute deduction

Reducing Teacher/Employee Absences

To emphasize the importance of avoidance of absences, the District and TCTA shall seek to establish attendance incentives applicable to individual employees and school sites. The incentive plan may involve the solicitation of third party donations of computers, other equipment, money for school supplies, or other contributions. These donations shall be awarded to sites and individuals based on regulations to be developed by an Attendance Incentive Team. Individual employees shall be rewarded for attendance that consistently avoids personal absence. (1998)

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Record/Report of Absences

A form for the reporting and recording of absences shall be included as an attachment to the collective bargaining agreement. Employees shall sign the Record/Report and the employee's signature shall affirm the information provided by the employee. The Record/Report of Absences does not replace negotiated agreements regarding absences. It merely serves as a form for the reporting and recording of leave. (1998)

CATEGORY I

Absence With Pay

A. Sick Leave

An employee may use accumulated sick leave for personal illness, or illness or death in the immediate family.

Written Request – A written request is not required.

Prior Approval – Prior approval is not required.

B. Military Leave

Written Request - Written request should be submitted to Human Resources after being initialed by principal or other appropriate supervising authority. A copy of official orders must be submitted with request.

Prior Approval - Prior approval will be obtained from the Chief Human Resources Officer (See Leaves of Absence).

C. Temporary Leave

The Tulsa Public Schools shall provide temporary leaves, with pay, for the time necessary for appearance in legal proceedings affecting the employee's employment, the school, the system, or in other legal proceedings as required by law except those in which the employee is the defendant or plaintiff. Jury duty is included in this category (1969).

Written Request - Written request should be submitted to Human Resources after initialed by the principal.

Prior Approval - Prior approval will be obtained from the Chief Human Resources Officer.

CATEGORY II

Substitute Deduct

Under certain conditions, the Division for Human Resources may grant a leave of absence for professional reasons in the event such leave is approved in advance. An amount not to exceed the cost of a substitute teacher shall be deducted from the salary of the regular teacher. Sub deduct will also be used when sick leave is exhausted.

Written Request- Requests will be submitted through the principal to the Chief Human Resources Officer.

Prior Approval - Prior approval should be obtained from the Chief Human Resources Officer.

CATEGORY III

Full Pay Deduct

Should it become necessary for an employee to be absent for any reason not applicable or approved according to the Board of Education policies for granting leave as outlined in Categories I, II, and III or beyond the number of working days for which sick leave benefits are provided, for each day of absence then shall be deducted from the employee's salary the amount of the employee's daily rate of pay computed as provided in the contractual agreement.

Written Request - Requests will be submitted through the principal to the Chief Human Resources Officer.

Prior Approval - Prior approval should be obtained from the principal and the Chief Human Resources Officer.

Jury Duty

All employees of the Tulsa Public Schools are encouraged to serve jury duty when summoned.

An employee who is summoned for jury duty and plans to serve should complete an Employee Absence Request, secure the principal's/department head's signature, and forward the form to the Division for Human Resources as early as possible.

Procedure for Requesting Exemption from Jury Service

Those individuals who feel that jury service would be professionally impractical may request to be excused under the following conditions:

1. All school employees may be excused from jury service during: **The first month of the school term, and the last two weeks of the school term.**
2. Teachers may be excused from jury service during the nine weeks and semester exams.
3. Special education teachers will be excused upon request.
4. Employees will be excused on an additional basis if jury service would constitute an undue hardship to students. The Jury Chief Judge will make the determination, based on recommendation from the Superintendent of Schools. This determination should be made primarily on the basis of whether a substitute is readily available.

Employees who desire to be excused from jury service under the foregoing guidelines will place on the back of the original jury summons the following information: Employees who desire to be excused from jury service under the foregoing guidelines should submit to HR the Jury Excuse Form which is available on the TPS internet site along with a legible photocopy of the Jury Summons. If the excuse falls under Condition 4, a statement must be placed on the back of the summons that jury service by the employee would constitute a hardship on the students and specify in one or two sentences the exact reasons why his/her absence would constitute a hardship to students.

After the principal signs the summons, it will be sent to the Division for Human Resources, where the category applicable to the request will be noted on the summons. If the excuse falls under Condition 4, the summons will be forwarded to the Superintendent, who, should he

determine that the jury service would be a hardship on the students, will place a statement to that effect on the summons, sign it, and return it to the Division for Human Resources.

The summons will then be mailed to the School Board attorney, who will take necessary legal proceedings to have the individual's request properly processed. An employee is not excused until the court has approved the request. The attorney will notify the Division for Human Resources regarding the determination. The Chief Human Resources Officer will then notify the employee. An individual who has not been advised that his/her request for excuse has been approved or denied should call the office of the Chief Human Resources Officer on the day prior to the reporting day.

The Division for Human Resources will maintain records of the persons who serve jury duty and who are excused and furnish this information to the Jury Chief Judge in June of each year.

Jury Duty Pay

If an employee who is absent on jury duty needs a substitute, this substitute will be paid by the school district. The employee (teacher, or otherwise) will incur no loss of salary.

An employee will be paid by the school district for only the actual number of days of jury duty for which the court has reimbursed him or her. If the employee is excused from jury duty for one half day or an entire day, he or she is expected to be at his or her assignment.

Suspension of Employees

If an employee violates the terms of his or her contract, the Superintendent, his designated authority, or the principal shall have the right to recommend suspension of the employee as a disciplinary measure, subject to provisions of Senate Bill 249 or House Bill 1008.

If an employee is charged with a felony offense or any misdemeanor offense involving moral turpitude, the Superintendent, or his designated authority, shall have the right to suspend the employee pending the outcome of the charge.

Any employee, who is convicted of a felony offense or a misdemeanor offense involving moral turpitude will be subject to dismissal by the Board of Education upon recommendation of the Superintendent.

Certificated Personnel Absences And Leave

Tulsa Public Schools provides for days off of work connected with illness, for work related injury or illness, and for other reasons as detailed in the negotiated agreement or as mandated by federal or state law. Sick leave benefits provided by Tulsa Public Schools District are strongly endorsed by the Tulsa Board of Education, Superintendent and professional organizations as desirable and necessary to provide a degree of individual and family security during times of illness or injury and at other times that make an absence difficult to avoid.

Absence Due To Illness

1. Sick Days

The District shall annually provide ten (10) paid sick days to each employee. The right to those days vests at the beginning of the school year. Full-time twelve (12) month employees qualify for twelve (12) paid days. Unused sick days accumulate from year to year as long as the employee remains continuously employed by Tulsa Public Schools. No other unused days accumulate from one year to the other. Sick days are reduced by one day for each day, or part thereof, the employee is absent for covered reasons.

If, after exhausting all sick days provided above, an employee is absent from his/her duties due to personal accidental injury, illness or pregnancy, the employee shall receive his/her full contract salary less the rate paid to a non-certified substitute for an additional period of twenty (20) days. These days also vest at the beginning of the school year.

A. Conditions Qualifying for Use of 10 Sick Days

An employee may use available sick days for the following reasons: personal illness or injury and injury or illness in the immediate family. Use of sick days for routine dental or medical appointments is discouraged. However, when the employee cannot avoid making medical or dental appointments on work time, the employee may use sick days for this purpose.

B. Misuse of Sick Days

An employee who abuses the entitlement to sick days is subject to disciplinary action including the possibility of non-reemployment or dismissal. Abuse of sick days includes misrepresentation of the reason for absence as well as use of sick days for unauthorized purpose or failure to return to work when the employee has been released by his/her physician to return.

An employee may be required to submit appropriate documentation concerning the cause of absence in order to qualify for sick days. Appropriate documentation shall include, at the direction of Human Resources, any of the following:

1. A physician's statement affirmed by the employee;
2. The employee's statement reviewed by the Principal or immediate supervisor;
3. Copies of claims submitted for insurance benefits;
4. Such other information as may be indicated by the circumstances.

Requested documentation shall be submitted: (1) when requested by the Principal, immediate supervisor or Human Resources; (2) when sick days are claimed on days of unusual or inclement weather; (3) when sick days are claimed in days immediately preceding or immediately following holidays or non-work days other than weekends; and/or (4) when sick days are claimed during the last four weeks of active employment each year.

C. Unused Sick Days

Employees who leave the District for any reason following completion of a minimum of ten (10) years of service to Tulsa Public Schools shall be paid for accrued sick days at the rate of thirty dollars (\$30.00) per day in accordance with the following schedule:

Years of Consecutive Service in Tulsa Public Schools	Percent of Accrued Sick Days to be Paid to Employee
20 or more	100%
19	90%
18	80%
17	70%
16	60%
10-15	50%

The amount payable to the employee shall be remitted to the employee in a lump sum or the employee may choose to have the money paid into a tax shelter program. The employee, in that instance, shall assume personal responsibility for ensuring that the district is furnished, prior to the payout, the information necessary to make the disbursement to the appropriate tax shelter program. The employee shall also assume responsibility for ensuring that the payment, based on accumulated sick days, is eligible for payment into a tax shelter program. The employee shall indemnify and hold the school district harmless for its payment of the money, at the employee’s direction, to a tax shelter program.

For the purpose of computing payment for unused sick days, a creditable year of service shall be six (6) school months of service during the contract year. This is equivalent to 120 school days. Records of available sick days shall be maintained, with regard to employees who terminate employment prior to ten (10) years of service, for use in the event the employee is employed by another District which shall, by operation of law, accept the transfer of all or a part of the employee’s accumulated sick days.¹ In the event an employee’s employment is terminated by reason of death and the employee was otherwise eligible for payment related to accumulated sick days, the amount due the

¹ Attorney General Opinion No. 80-300 provides that if a school district pays employees for unused sick days upon retirement or termination of contract, then the payment shall be limited to those days accumulated in the district. Accordingly, Tulsa Public Schools, in calculating accumulated sick days which shall be eligible for payment, shall consider those days for payment that were accumulated while employed by Tulsa Public Schools during consecutive years of employment. The same opinion of the Attorney General states that once an employee has been paid for accrued sick days by a local district, then those days are no longer to be considered as unused sick days. Consequently, the district reports an employee’s accumulated sick days to other entities such as school districts or the Oklahoma Teacher’s Retirement System, TPS shall note the days accumulated by the employee and shall also report any days for which it has paid the employee.

employee shall be paid to the employee’s estate or otherwise in accordance with the applicable law governing the disbursement of funds following death of an employee.

D. Sick Day Records

Sick day records shall be maintained by payroll and shall be considered the official record. Each employee, upon request, shall receive a statement of his/her accrued sick days.

E. Donated Sick Days

The Sick Leave Pool is designed to solicit sick day donations for a full-time employee who has exhausted his/her accumulated sick days. A District employee, covered by this Agreement, shall be eligible for shared sick days if he/she is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment. Severe or extraordinary also means temporary disability resulting from pregnancy, miscarriage, childbirth and recovery from childbirth. Shared sick days are limited to a maximum of one hundred (100) days over the course of the individual’s employment with TPS. And no donor employee may, by the donation of sick days, reduce his/her own accumulated sick days below eighty (80) hours or ten (10) days and no employee may donate days in anticipation of termination of employment.

More detailed information regarding the application for donated days, the attendant requirements for qualification and eligibility, and the coordination of donated sick days with family and medical and other leave is found in the District’s policy and is also available from Human Resources. Applications for donated days are also available from Human Resources.²

Certified Attendance Incentive Program

To reward teachers for reducing the number of days that they are absent from the classroom, the following incentive program will be put in place at each school. Each school is allocated seven (7) sub days per certified employee @ \$68 per day. For each dollar saved as a result of a substitute teacher or cover pay not being used, 50% will be paid to certified staff in the form of a stipend at the end of the year. Teachers who go on a long- term absence will count as 10 days absent.

Payout:	<u>Days Absent</u>	<u>% Payout</u>
	0	100
	1	90
	2	80
	3	70
	4	60
	5	0

²The Sick Leave Committee makes decisions regarding applications for donated leave. The Committee includes, in addition to other members, two (2) representatives designated by TCTA, two (2) representatives of OSWU, one representative of TAESP, one representative of TASSP, and one person appointed by the Superintendent. The members of the Committee shall elect the chairperson of the Committee annually.

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The following will not be considered absences for the purpose of the attendance incentive program.

- Absences required or requested by the district or law
- Absences resulting from a reasonable accommodation of a disability as defined by ADA
- Absences resulting from work related injuries
- Absences falling under bereavement leave as negotiated

How it works- Even though only classroom teachers are replaced by substitutes, schools are credited with 7 days of absence for each certified staff member. A school that has twenty (20) certified staff will receive \$9,520 in substitute funds (20 X 7 X \$68). If they spend half of the money on substitute teachers and cover pay, they would receive 50% of the remaining money in the form of a year-end stipend (\$2,380).

Calculating the Stipend

Staff: 1 principal and 19 certified staff.

Staff attendance:

<u>Number of Staff</u>	<u>Days Absent</u>	<u>% Payout</u>	<u>\$Payout</u>
3	0	100	173.72
2	1	90	156.35
8	2	80	138.98
1	3	70	121.60
3	4	60	104.23
2	5 or more	0	0.00

The calculation formula: X= Payout
 $3X + (2 * .9X) + (8 * .8X) + (1 * .7X) + (3 * .6X) = \2380
 $3X + 1.8X + 6.4X + .7X + 1.8X = \2380
 $13.7X = \$2380$
X= \$173.72

FAMILY AND MEDICAL LEAVE

The District reserves the right to, in the event of an FMLA qualifying condition, require the employee to submit appropriate medical information consistent with the Family and Medical Leave Act of 1993 ("Act").

It is the intent of the District to comply with the mandatory requirements of the Act in questions which arise with regard to an employee's entitlement to Family and Medical Leave. Mandatory provisions of the Act shall control in the event of a dispute.

An employee may be granted up to twelve weeks of leave for conditions covered by the Act. The leave may be an unpaid leave or may be unpaid leave combined with applicable accrued vacation, personal business and/or accrued sick leave days. Whether the leave is paid, unpaid, or combination of the two is dependent upon paid leave accrued by the employee.

To qualify for leave under the Act, an employee must meet the following conditions:

1. The employee must be employed at least one full year by Tulsa Public Schools;
2. The employee must have worked at least 1,250 hours during the previous twelve month period; and
3. The employee must request leave for a reason covered by the Act.

Family and/or medical leave may be granted for the following reasons:

1. Child care: To care for the employee's child, after birth;
2. Placement Leave: for adoption or foster care;
3. Family leave: To care for employee's spouse, son, daughter or parent who has a serious health condition; or
4. Personal illness: for a serious health condition that makes the employee unable to perform the employee's job.

PLEASE NOTE! An employee's accrued vacation, sick and personal days will become a part of the 12-week period for placement leave under the Act; and an employee's accrued vacation, personal and/or sick leave will apply to the 12-week period for family leave, child care or personal illness under the Act.

To request leave under the provisions of this policy, an eligible employee should follow the steps below:

1. Write a letter requesting the leave to the Chief Human Resources Officer. State the beginning and ending dates of the requested leave and the reason leave is requested.
2. If the leave is requested for illness, a doctor's statement will be required.

When the Chief Human Resources Officer has received a request for leave under this Act, the employee will be forwarded all necessary forms and instructions to apply for the leave. The District may, in the absence of an employee's application for leave, place an eligible employee on medical leave and require any necessary documentation.

Additional information regarding the Act shall be available for review by employees at each school site and in the Salary Administration/Insurance Office.

LEAVE AVAILABLE BECAUSE OF A WORK RELATED INJURY OR ILLNESS

An employee's work related injury or illness is governed by the Oklahoma law concerning workers' compensation. The employee's full salary may be made up of a combination of workers' compensation benefits available to the employee as supplemented by, at the employee's option, use of the employee's accrued sick leave. The combination or coordination of salary and workers' compensation benefits shall not result in the employee receiving more than the employee would ordinarily have received in pay if the illness or injury had not occurred.

Assault and Battery. In addition to the benefits extended by operation of state law, TPS certificated employees receive coordinated benefits which permit an employee, whose injury is the result of an assault and battery while engaged in the performance of the employee's duties, to receive his or her full salary. The Board shall determine the time limit, applicable to the employee's receipt of full salary, based on individual circumstances applicable to the employee. However, no employee shall receive less than the remainder of the school year or contract year, whichever is applicable.

ABSENCES DUE TO NON-MEDICAL CIRCUMSTANCES

A. Bereavement

The District will provide up to three (3) paid leave days to full-time employees for the death of any immediate family member. Emergency leave may also be used in circumstances where out-of-town travel is involved. This leave is not cumulative or payable on termination. The employee must notify his/her supervisor or a designee of the Superintendent prior to taking the leave.

B. Religious Observance

Employees may request time off for the purpose of religious observance. These days must be approved in advance by his/her supervisor or a designee of the Superintendent.

C. Legal Proceedings

Employees are permitted time off with pay for jury service or when the employee is subpoenaed in a criminal, civil, or juvenile proceeding.

D. Emergency

Employees will have up to five (5) days, at no loss of pay, available annually for the purpose of handling emergencies. The purpose of this leave is to allow time off for an unforeseen event requiring the employee's absence for duties or responsibilities that cannot be handled outside the normal school day. For the occasions where an employee needs to be absent for part of the work day due to an emergency that cannot be handled outside the work day, they will be allowed to make up the lost time, so as to not suffer a reduction in pay, provided the absence is during non-instruction time. Whenever possible, approval of his/her immediate supervisor or a designee of the Superintendent, prior to taking any leave is required.

E. Personal Business Days

Each employee will be provided with five (5) personal business days. Personal business days will be charged to the employee at \$50 per day for the first two (2) days and \$70 per day for the remaining day. Where possible, the employee must notify and obtain the approval of his/her supervisor or a designee of the Superintendent a minimum of twenty-four (24) hours prior to taking these days. Teachers not using any personal business days, during the school year, will be credited 1 additional sick day.

Personal business leave shall not be taken for participating in political activities, performing a service for compensation, or participating in entertainment, recreation or for vacation. Personal business leave may be granted for unusual occasions on an individual basis. Provided the request meets the criteria as stated above, it will not be unreasonably denied.

School Business Leave

If the principal or employee's supervisor determines that a school sponsored activity or professionally related meetings or activity endorsed by the school system requires that the employee be absent from his or her regularly assigned duties, the employee will be given a leave of absence with pay for the necessary period.

Teachers will be permitted to attend two days of educational meetings pertaining to the teacher's assignment during the time classes are in session in excess of the one day allowed by emergency leave. **Approval** will be obtained from the immediate supervisor and the Director or Assistant Superintendent for Instruction. If, in the judgment of the Assistant Superintendent for Instruction, attendance at the meeting would be of benefit to the school district, the Assistant Superintendent for Instruction may grant permission for the teacher to attend. Every effort shall be made to give ten working days notice prior to the approved absence. In those positions requiring a substitute, only substitute pay will be deducted from the teacher's warrant (1977).

Temporary Military Duty

In order to be qualified for a temporary military leave of absence, an employee must be employed on a permanent basis with the Tulsa Public Schools. When an employee who is a member of the National Guard or any reserve component of the Armed Services of the United States is ordered to temporary active duty, the School District will protect the employee from loss of pay during the first 30 days of such period of temporary active duty (1968).

Extended Leaves of Absence

Extended leaves of absence without pay may be granted for the reasons stated in this section only after the employee has been employed by the Tulsa School District for at least three consecutive years as a full-time contract teacher, except in cases of involuntary military service. Extended leaves of absence will not be granted to employees who do not meet the conditions or who fail to follow the procedures outlined in this policy. All extended leaves of absence are granted to June 30 of the year in which the leave commences and may be renewed in certain instances upon written request as stated below. Employees requesting an extended leave of absence or renewal of a previously granted extended leave of absence shall submit a written request to Human Resources. Such request shall designate the reason for such leave, and the beginning and

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terminal dates of the requested leave shall be filed, when possible, not less than one month prior to the beginning of the requested leave of absence. All extended leaves of absence shall expire automatically on June 30 of each year, subject to renewal as herein provided. If the position of the employee is eliminated during the first calendar year of the extended leave of absence, the employee shall be returned to a substantially equivalent position.

While on Extended Leave of Absence, an employee must pay the district portion of the dental and health insurance premiums as well as any dependent coverage in order to keep this coverage in force.

Extended leaves of absence are granted in the following situations:

A. Infant Child Care (1968)

An employee may request an extended leave of absence in order to care for a newborn or adopted child. This may be renewed for two successive school years.

B. Personal Illness (1968)

Requests for leave of absence for personal illness, requests to return from such leaves, or requests to extend such leaves must be accompanied by a physician's statement. Such statements will indicate the nature of the illness and specifically state the individual is unable to perform his/her assigned duties or other gainful employment. Statements to return shall indicate the employee has sufficiently recovered to resume normal duties. Teachers on leave of absence for personal illness will not be permitted to do substitute teaching. *A leave of absence for personal illness may be renewed for two successive school years.*

C. Caring for Sick Member of Immediate Family (1968)

Request for leave of absence to care for a sick member of the employee's immediate family must be accompanied by a physician's statement. This leave of absence may not be renewed.

D. Further Study

An extended leave of absence for further study may be granted for approved courses of study for not less than 20 hours of credit for the school year. Teachers failing to comply with this requirement will not be entitled to leave of absence benefits. This leave of absence may be extended for two successive school years. Requests for leave of absence for further study submitted after June 30 will not be granted.

E. Public Office

Employees will be granted a leave of absence for up to one year in order to become a candidate for public office. If elected, the employee may return to his or her employment after the term of office (including any reelection to the same or other public office) has expired. The employee will be reinstated at the salary step to which he or she was entitled when leave was granted (1969).

F. TCTA President and First Vice President

The TCTA President and First Vice President shall be given an extended leave of absence from their regular teaching assignment and during the leave be given credit on the salary scale for years in which they serve as President or Vice President. Upon return, the former officers will be restored to their previous assignments. In the event the previous assignment(s) has been eliminated during the leave of absence, they shall be assigned to a similar position with full credit for the years of service as officers (1997).

G. Extended Military Leave (1968)

An employee who is involuntarily called to active duty in the Armed Services of the United States, or who is a member of a reserve component and is involuntarily ordered to active duty, shall be entitled to a leave of absence during the period of active duty and shall be entitled to reinstatement and benefits to the extent provided by applicable state and federal laws. The first 30 days of such leave of absence shall be fully paid by the School District. This category is not intended to apply where the employee is ordered to active duty for temporary routine training, “summer camp,” or similar situations involving active duty of less than 60 days.

H. Sabbatical

Extended leaves of absence for reasons other than those listed in Sections A through G may be recommended by the Superintendent to the Board of Education when, in the judgment of the Superintendent, such leave would be in the best interest of the school system and/or the teacher. This leave of absence may not be renewed (1978).

A teacher may request an unpaid leave of absence after seven years to pursue travel, study or employment. Such a leave will only be considered if in the best interest of the District. This leave may be granted once every seven years and cannot be extended.

If the leave of absence is granted and the teacher returns to the District within one year, he/she may be returned to his/her former school and previous assignment if available. Teachers shall notify District officials prior to April 25, of their intent to return (1994).

I. Short Leaves

In unusual circumstances, short leaves of absence without pay may be arranged with the approval of the Superintendent (1992).

Leave Verification

Each employee is responsible for completing an appropriate leave form supplying information related to the nature and type of leave requested or taken. Whenever possible, the request for leave must be submitted prior to the leave. In instances where prior approval of leave is required, the leave form must be submitted in sufficient time to permit the employee’s supervisor to approve or disapprove the leave. When due to an emergency or other unforeseeable circumstance, the employee is unable to submit a request for leave prior to the leave, he/she shall be responsible for accurately completing the leave/verification of leave form as soon as this can be accomplished following the employee’s return from leave.

If an extended absence or special circumstances are involved, the employee may be required by the District to complete and return a leave form during the period of absence. In such an instance, the District will cooperate fully with the employee by making a leave form available.

In any case in which a leave request or verification of leave is submitted to the District, it shall include the signature of the employee and the representation that the employee has truthfully and accurately represented the nature and type of leave and any facts related to the leave.

This provision is not intended to displace other negotiated provisions that designate leave to which employees are entitled, establish timelines for requesting leave, or specify whether leave requires approval as a condition of leave.

Return From Extended Leave of Absence

Approval to return from extended leave must be secured in advance of the requested date of return. Requests should be in written form and directed to the Chief Human Resources Officer.

Requests to return from extended leaves for personal illness, automatic leaves, or temporary disability must provide a physician's release to return to work, stating that the employee has sufficiently recovered to resume normal duties.

Requests to return from extended leave for study should be accompanied by an official transcript showing successful completion of 20 hours of college credit during a year's leave or showing such courses in progress.

If a request for return or for the extension of an extended leave of absence has not been submitted in writing to Human Resources prior to April 25th of each year, the leave of absence will lapse and the individual's employment will be deemed to have terminated.

When a regular employee is placed on extended leave of absence, a replacement may be assigned to the position at the regular salary to which the replacement would be entitled as a regular employee during the year for which the extended leave is granted. The contract services of the replacement employee will be designated in each such assignment for termination as of the date the regular employee is able to return. If such leave is extended by written request into the following school year, the above provision shall remain in effect for one calendar year from the effective date of the original leave, after which a permanent employee may be assigned to the position.

The purpose of the above policy is to enable an employee to be on a leave for one calendar year and return to the same position. This regulation will cover all categories of extended leaves of absence EXCEPT "D. Further Study" and "H. Sabbatical".

In granting an extended leave of absence beyond one year or returning from a one year extended leave of absence under category "D. Further Study" and "H. Sabbatical" the District signifies to its intention to reemploy the employee in a similar position at the end of the leave, providing:

1. There is an existing vacancy for which the individual is qualified, and
2. The employee complies with all requirements of reemployment (Revised 1988).

Definitions

A. Absence

An employee is absent when the individual does not report to or spend the major portion of a full or half day at his or her assigned building. Employees desiring or requested to be absent should make written request in accordance with the established procedures. Teachers and counselors will direct requests to the Chief Human Resources Officer. Principals, assistant principals, and other professional personnel will direct requests to the appropriate Assistant Superintendent. All absences under these conditions should be reported on the proper payroll.

Exceptions to this procedure would be:

1. Employees whose normal duties require that they be away from their assigned building headquarters on a regular basis.

Example: Elementary counselors, instructional assistants.

2. Employees whose principals or immediate supervisors may send them out of an assigned building to perform duties unique to the requirements of the position or the needs of the school or department.

Example: A high school counselor may be requested by the principal to visit a feeder junior high or middle school for pre-enrollment purposes.

B. Immediate Family

The term “immediate family” shall mean husband and wife and the following relatives: father, mother, son, daughter, brother, sister, grandchild, grandparents, and corresponding relatives by affinity (marriage).

General

All employee absences except for personal illness require written request. Should it become necessary for an employee to be absent for any reason not applicable or approved according to the Board of Education policies for granting leave, or absent beyond the number of working days of accumulated sick leave, for each day of absence there shall be deducted from the employee’s salary the amount of the employee’s daily rate of pay, computed as provided in the employee’s contract.

Workers’ Compensation

Tulsa School District provides a comprehensive workers’ compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. It is subject to applicable legal requirements.

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Employees who sustain work-related injuries or illnesses are required to inform their immediate supervisor as soon as possible of the injury or illness. In addition, employees are required to complete a statement related to the illness or injury at the time of the employee's first awareness of the injury or illness or as soon after as the employee's condition will permit him/her to provide a comprehensive statement. In the case of an injury, the employee should submit an "Employee's Report of Injury" form (#PS-5) with-in twenty-four (24) hours of the occurrence resulting in injury. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

The employee's statement related to injury or illness shall, at a minimum, include the following; date and time of injury; location in the workplace where injury occurred; nature of the injury (body part, sprain, cut, broken limb, etc.); what caused the injury; to whom the original report of the injury was made; the name, address and telephone number of any medical provider, doctor or hospital used following the injury, and names of all persons who witnessed the injury.

At the beginning of each school year, the District shall make available to employees a description of the procedure applicable to claim for work-related injuries or illness.

On the job injuries should be reported immediately to the supervisor in charge. Board of Education insurance consultants recommend that employees injured on the job go to one of the following locations:

North Tulsa Location:

CONCENTRA
1541 N. Sheridan
Tulsa, Oklahoma 74115
Phone # 836-5406
Hours: 8am-7pm

South Tulsa Location:

CONCENTRA
9515 E. 51st Street
Phone #622-7488
Hours: 8am-5pm

West Tulsa Location:

CONCENTRA
5682 W. Skelly Drive
Phone # 446-1891
Hours: 8am-5pm

If the clinics are closed, or in case of emergency, it is recommended that employees report to one of the following hospitals:

- ST. FRANCIS HOSPITAL – 6161 South Yale
- ST. JOHN MEDICAL CENTER – 1923 South Utica
- TULSA REGIONAL MEDICAL CENTER – 9th and Jackson
- HILLCREST MEDICAL CENTER – 1120 South Utica

Prescriptions may be charged at: GETMAN DRUGS, 1725 E. 19th, 742-7304, 7 days a week, 7:30 a.m. to 11 p.m. or any Walgreen's location.

An employee who is temporarily totally disabled within the meaning of the Workers' Compensation Act will be placed on an indefinite leave of absence. An employee who ceases to receive temporary total disability compensation shall have thirty (30) days from the date of the temporary total disability or right to receive temporary total disability compensation ceases, whichever is later, to request reinstatement.

A request for reinstatement shall be made in writing to Human Resources. Failure to submit a written request for reinstatement within the thirty (30) day period will result in termination of the employee who will no longer have the right to return to work. A request for reinstatement must be accompanied by a release to return to work signed by a qualified physician.

Workers' Compensation: Questions and Answers

1. What exactly is workers' compensation?

The Workers Compensation Act is a law requiring employers to provide medical and income benefits to employees who have work-related injury or illness.

2. Where does the money come from to pay for these benefits?

Tulsa Public Schools is self-insured. This means TPS pays all work related injury expenses from its budget. TPS uses an outside firm, JI Specialty Services, Inc. to administer its workers' compensation benefits, but they are not an insurance company. (JI Specialty Services, Inc. 10535 Boyer Blvd., Suite 100, Austin, TX 78759, (800) 580-5477).

3. Who can receive workers' compensation?

Everyone who is employed by TPS is eligible to receive workers' compensation benefits for work-related injuries/illnesses. The only exception is independent contractors, who must carry their own workers' compensation coverage.

4. How long do I have to be employed by TPS before I can receive workers' compensation benefits?

Workers' compensation coverage begins the first day of employment. There is no waiting period.

5. If I am injured who do I notify?

You must immediately report any job-related injury or illness to your supervisor. Your supervisor will then refer you to the proper clerical staff member who will direct and assist you in obtaining proper medical care and completion of the required paperwork. Site-based health clinics, staffed by Health Services personnel, can provide assistance to employees who become ill or are injured on the job. Established protocols provide guidelines for management, including medical referrals when indicated.

6. How long do I have to report an injury?

Again, you must report any injury, regardless of severity, immediately to your supervisor. If you do not report the injury immediately, you should do so within 24 hours. If you wait longer than 30 days, however, you can lose all of the benefits to which you may be entitled.

7. If I am injured, am I required to go to TPS doctors?

Initially you should be evaluated and treated at the appropriate medical services designated by TPS. (Injuries after hours are handled in designated Emergency Rooms.) Quick evaluation and treatment is not only the key to a quick recovery, but also helps in avoiding further injury. Following this procedure will also allow your progress to be closely monitored so you can return to work with full pay as soon as possible. You do retain the right, however, to select any doctor you wish to provide reasonable and necessary medical care. If you choose a doctor outside of TPS's recommended providers, he or she is required to send a report on the injury and treatment to TPS within seven (7) calendar days of the first treatment. You must still notify your supervisor and work through JI Specialty, Inc. even if you are seeing your own physician.

8. If the doctor takes me off work, when would I be able to collect compensation (income) benefits?

If you must take time off due to an on-the-job injury, under Oklahoma law you are not eligible to receive compensation benefits until three (3) calendar days have passed. Benefits will begin on the 4th calendar day.

9. How much of my normal salary would I get if I was injured and could not work?

Currently workers' compensation benefits provide for 70% of your normal weekly salary not to exceed \$426.00 per week. Remember, you do not receive compensation benefits until three (3) calendar days have passed after your injury. Both the benefits and the waiting period are set by Oklahoma state law, and change periodically.

10. How would I receive my compensation payments?

Compensation checks are normally mailed to your home. JI Specialty, Inc. will be in contact with you to answer any questions you may have as soon as possible after the accident.

11. How long would I be eligible for weekly income benefits?

If medically necessary, you may receive income benefits for as long as 150 weeks. An extension may be granted, upon court approval, for an additional 150 weeks.

12. Do I have to use my vacation or sick leave for the first few days that I am injured and not receiving payment through Workers' Compensation?

No, you do not. By state law, those first three (3) days are initially unpaid, but you may use your vacation or sick leave time for those three (3) days if you wish. In addition, after you are receiving temporary total disability benefits, you may supplement those benefits with accumulated sick and personal leave which may be available to you.

13. How would I go about paying my medical bills?

If you have followed correct procedures, and the injury involved qualifies for Workers' Compensation, TPS through JI Specialty, Inc. will handle payment of your bills for all authorized treatments, appointments, and prescriptions related to your injury/illness.

14. Are there any agencies that can offer assistance to help me pay my personal bills?

TPS provides an Employee Assistance Program (EAP) as part of your benefits. This service is designed to offer you counseling and to refer you to agencies that can work with you in handling your specific needs.

15. What benefits am I eligible for if an injury results in a permanent disability?

If you suffer some disability as a result of an on-the-job injury, your benefits are awarded by the Workers' Compensation court based on the type and extent of your disability as outlined in the Workers' Compensation Act schedule. If you have suffered a permanent disability not specifically listed on the schedule, the "Guidelines for the Evaluation of Permanent Impairment" published by the American Medical Association will be used.

16. Will there be any disciplinary action due to an on-the-job injury?

No disciplinary action will be taken as a result of missing work due to being injured on-the-job. The normal investigative process will be followed, however, for safety violations or unsafe acts that contributed to your injury.

17. If I return to work and have to go for further treatment, must I do so on my own time?

You are encouraged to make appointments outside of your normal work hours. If you are unable to do so, you will be allowed necessary time off during your work day. You will receive wages for this time without loss of your sick leave benefits.

18. What if the doctor releases me to light duty?

You must notify your supervisor immediately and provide the doctor's release to return to work to your supervisor. TPS will work closely with the physician in attempting to return you to a level of work you can perform safely. There are occasions when the level of activity approved by your physician is not available in any positions provided by TPS. In this instance, you will be advised of TPS' efforts on your behalf and of the basis for its conclusions.

19. What will happen if I am not physically able to return to my job after my recovery?

TPS will make every effort to place you in an alternate position. Depending on your physical condition, your skills, and the physician's recommendations TPS may provide a vocational evaluation to explore options for your retraining. TPS will work with you in every way possible to assist you in returning to work.

20. Who will know about my injury and workers' compensation situation?

TPS keeps your injury and benefit information confidential unless you request otherwise. Within TPS, only your supervisor, Payroll and Human Resources will know of your situation unless you volunteer that information to others.

21. Do I need an attorney?

It's your right to employ an attorney at any time. TPS and JI Specialty, Inc. are committed to provide to you every benefit to which you are entitled. It is our intent to answer any questions you may have about your claim and to provide the assistance you need to return to work. The benefits to which you are entitled are set out very clearly in the law and will not change whether or not you hire an attorney. **Additionally, you should be aware that an attorney takes 20% of the total amount directly from any settlement of which you may receive.**

22. What if I know of someone who is collecting workers' compensation from TPS and is not really injured and/or is working another job?

Illegal collection of workers' compensation is a fraud and is classified as a felony under Oklahoma law. If convicted, it is punishable by prison time and/or a fine. If you know of someone who is committing fraud, please report it to the Human Resources Division at ESC. You will remain anonymous and TPS will investigate your information to the fullest.

Tulsa Public Schools – Certified Personnel Handbook

**TULSA PUBLIC SCHOOLS
DIVISION OF HUMAN RESOURCES
WORKERS' COMPENSATION**

The Tulsa Public Schools shall provide the benefits established under the Oklahoma Workers' Compensation Act to all School District employees who are injured in on-the-job accidents.

All regular employees who are injured in on-the-job accidents shall receive statutory benefits including medical expenses, temporary compensation and benefits for permanent disability or death.

Certificated

Support Personnel

I suffered an on-the-job injury on (month, day, year) _____, while working for the Tulsa Public School District. As a result of the injury, I am entitled to receive temporary disability compensation according to the Workers' Compensation laws of Oklahoma. I understand that I am entitled to receive such compensation for a period of time as may be provided for by law. I have accumulated certain sick leave/personal leave benefits, because of my employment, which are available to me when I am unable to work because of illness or injury.

PLACE AN "X" IN THE APPROPRIATE ELECTION BLANK OR BLANKS

___ 1. I would prefer only to have:

Sick Leave Compensation/Personal Leave Supplementation Compensation—

Number of days _____ (To be filled in by a Human Resources representative)

I understand that by choosing to be paid my accumulated sick leave/personal leave in addition to the temporary disability provided by law, I will be paid my sick leave/personal leave on a prorated basis to the extent that I will receive my full wages until I return to work or the number or sick leave/personal leave days I have are exhausted.

I understand that after the number of specified sick leave/personal leave days are exhausted, I will receive temporary disability compensation for a period of time as may be provided for by law.

I understand that my accrued sick leave/personal leave benefits will be decreased on a prorated basis by those days I use as a result of making this election.

OR

___ 2. I would prefer only to have:

Under the Workers' Compensation Act, temporary benefits begin the fourth day off work due to an on-the-job injury. The first three days are considered a waiting period during which time temporary benefits are not paid, but I request that I be paid my accrued but unused sick leave/personal leave to cover these three days. I understand that by making this election, I will **NOT** be paid any sick leave/personal leave benefits beyond the first three days of the waiting period.

(IF YOU PREFER TO RECEIVE YOUR SUPPLEMENTAL BENEFITS UNDER NUMBER 1 ABOVE AND YOUR SICK LEAVE/PERSONAL LEAVE FOR THE FIRST THREE DAYS OF YOUR DISABILITY AS PROVIDED FOR IN NUMBER 2 ABOVE, CHECK BOTH 1 AND 2 ABOVE.)

OR

___ 3. I would prefer to not use any of my sick leave/personal leave benefits while I am off work due to my on-the-job injury.

Name _____ Social Security # _____
Last First Middle
Address _____
Number & Street City State
Zip Code
Job Title _____ School or Department _____
Dated this _____ day of _____, _____.

Employee _____ Witness: _____

Please return this form and the Form 2 (Employers' First Notice of Injury) to the Division for Human Resources.

Health Insurance

The Tulsa School District will contribute to the health insurance premiums for eligible employees. It is the responsibility of the individual to inform the Insurance Administration Office if he or she wishes to participate in the health care program and have the District pay the scheduled premiums (see page 64).

Participation is on a voluntary basis.

If an eligible employee does not enroll during the first thirty (30) days of employment, evidence of insurability is required.

Questions regarding enrollment or other health insurance matters should be directed to the Insurance Administration Office.

A copy of the plan document for the Oklahoma State and Education Employees Group Insurance Program is available in the Insurance Administration Office. Each insured employee may review the State Insurance document.

Dental Insurance

The Tulsa School District will pay individual dental insurance premiums for eligible employees according to the schedule indicated on page 64.

Participation is on a voluntary basis. New employees eligible for participation may enroll during the first 30 days of employment unless otherwise stipulated.

Cafeteria Plan

Tulsa Public Schools acknowledges the interest of TCTA in the district's cafeteria plan document, the plan's administrative services provider designation, and in any other volunteer benefit plans which are provided for the benefit of Tulsa School District employees.

The district will make every effort to avoid any reductions in benefits provided through the cafeteria plan. When changes in the plan will result in a reduction in benefits, TCTA's President will be notified of the nature of the reduction prior to the effective date. Additionally, when the district elects, for whatever reason, to alter the plan's administrative services provider, the TCTA leadership will be given an opportunity to comment and will be given a written explanation of the reasons for the alteration of the plan administrative services provider.

COBRA

(Consolidated Omnibus Budget Reconciliation Act of 1986)

Under federal law, Tulsa Public Schools is required to offer covered employees and covered family members the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates when coverage under the plan would otherwise end due to certain qualifying events. This notice is intended to inform employees (and covered

dependents, if any) in a summary fashion of the options and obligations under the continuation coverage provisions of the law. Contact the Salary Administration/Insurance Department for more information.

Life Insurance

Life insurance is available to eligible employees at 1 1/2 times the employee's annual salary. The premium for eligible employees is paid in full by the school district.

Additional life insurance is available through the Oklahoma State and Education Employees Group Insurance Board, MetLife and American Fidelity.

Employee Safety

Employees are encouraged to report possible unsafe conditions to their immediate supervisors. Staff members will follow through thoroughly on any reported unsafe conditions which are called to their attention.

Vacancy

Information regarding vacancies and impending vacancies is maintained in Human Resources and is available upon request to teachers desiring reassignment so that they may express their preference as to a new assignment.

Transfers

Education Staff

Teachers requesting transfers should fill out the Certificated Personnel Transfer Request Form. The request forms can be obtained from the Division of Human Resources. Forms should be addressed to the attention of the Chief Human Resources Officer. The Superintendent, principal, teacher, or Human Resources personnel may initiate a teacher/principal interview. Teacher transfer requests must be submitted to Human Resources no later than December 1 or April 1, if it is to be considered for the following semester. Nurses will be under the same trim and transfer regulations as all other members of the bargaining unit.

Among the factors considered in making transfer requests by teachers are: available vacancies, needs of the school district, certification requirements, grade level or subject area, evaluation of teaching record, balancing experience on staff, seniority, priority of requests, transportation, and maintaining racial balance.

Teachers should remain in the same assignment for a minimum of ***three*** years before asking for a transfer.

If professional circumstances warrant, **the building principal may issue a release from the three year obligation. If a release is requested and denied by the building principal, the denial may be appealed to the principal's supervisor. The decision of the principal's supervisor will be final.** The administration shall review each case on an individual basis. In the case of an administrative transfer, the teacher shall be eligible to request a transfer within one year of an assignment received following the administrative transfer.

Designated qualifying events shall entitle teachers who have been employed by the District for **three** consecutive years the right to request a transfer after the Dec 1 and April 1 deadlines. A qualifying event is defined as one of the following: a change in the building principal or a change in the length of the teacher contract year that affects less than 10% of the Tulsa teachers.

When a qualifying event is announced after April 1, teachers in the affected building(s) will be given ten (10) working days to submit a Certified Personnel Transfer Request Form. In regard to the transfer policy, a working day is defined as a day on which the ESC is open.

If the qualifying event is announced after July 15, teachers in the building will be given ten (10) working days from the announced change to submit their name for transfer and secure a new position. Teachers wishing to transfer due to a change in the length of the contract year may not transfer to an assignment with the identical contract year as the school from which they are seeking a transfer.

The day following Board approval of a qualifying event shall be day one of the ten working days allowed in the transfer procedure.

In no event shall a teacher receive less than ten (10) working days to obtain a new position.

Names and information of those teachers seeking a transfer shall be provided to principals in a similar manner as outside teacher applicants.

Administrative Transfer

Administrative transfers, not requested by a teacher, shall be initiated by issuance of the Notice of Administrative Transfer Form, directed to the teacher by the building principal or other administrator. The Notice shall state the effective date of the administrative transfer, the reasons for the transfer, and the right of the teacher to schedule a conference to discuss the transfer. The teacher must request a conference for the purpose of considering the notice of administrative transfer within five days of his/her receipt of the Notice. The initiating administrator shall set the conference within five calendar days of receipt of the request for meeting. Following notice, the teacher may have two weeks to seek an alternate assignment through the District's vacancy list.

At the meeting, the teacher shall present orally, in writing, or both, the reasons why the transfer should be canceled, set aside, or otherwise modified.

Members of the bargaining unit shall be entitled to have a representative of their choice from a statewide professional educator's association, upon request. The transfer shall not be finalized until the teacher requesting a conference has had an opportunity to appear and present reasons why the transfer should not be finalized.

Reassignment of Staff:

When a teacher is reassigned to another building after the school year begins, that teacher will be released from the present assignment one day prior to moving to the new assignment to pack and move personal belongings. Upon the teacher's request, up to two days will be given at the new assignment, without students, to unpack and prepare for the new assignment. If necessary, the school will provide a substitute. Upon request, the District will be responsible for moving the teacher's personal materials.

Applications for Employment

Applications for all positions shall be made in writing and filled with a complete set of credentials: 1. Official and up-to-date transcript of college; 2. Recent photograph (optional); and 3. Certificate information.

Qualifications for Employment

Education Requirements

The Tulsa Board of Education requires that all candidates for teaching positions must have at least a bachelor's degree and a valid Oklahoma teaching certificate.

Preference may be given those candidates holding a master's degree or above and to applicants who have had at least two years of successful teaching experience, preferably in the fields in which applications are made.

Teaching Certificate

It is the obligation of each teacher to see that his or her teaching certificate is on file in Human Resources. Teachers should immediately file for certification to allow ample time for processing before the next school year begins.

Contracts are not issued to new teachers until a valid certificate is on file. When a certificate is pending, the District may allow a teacher candidate to work as a substitute teacher for a period of twenty days at the substitute rate of pay. Contract salary payments are retroactive to the date of the certificate or date of employment.

Applicants for teaching positions in vocational-technical areas must meet the certification requirements set forth in the state plan for vocational education as well as other educational requirements prescribed for teaching in the Tulsa Public Schools.

Tulsa Public Schools – Certified Personnel Handbook

Kinds of Teaching Licenses/Certificates

CERTIFICATES	VALIDITY	
Standard Certificate	Five Years	Certificate expires June 30 of the school year indicated on certificate
Provisional Level II Certificate	Two Years	Terms of validity
Provisional Level I	One Year	Terms of validity - Renewable one time if nine semester hours toward standard certificate are completed during its validity
Emergency Certificate	One Year	Issued only in emergency cases by the State Board of Education upon request and recommendation from a local school superintendent or designee, not renewable

Certificates are renewed directly through the Oklahoma State Department of Education.

Citizenship

For a foreign born certificated applicant, documentary evidence of United States citizenship, etc., shall be on file before official action is taken on appointments.

Birth Certificate

The Tulsa Board of Education requires that all employees submit a birth certificate or other evidence of birth before the employment date.

Acceptable evidence is defined as follows:

1. Birth certificate.
2. Military record, separation papers, discharge papers, etc. A draft card is not a military record.
3. Naturalization papers.
4. Church record or baptismal certificate.

Resignations

Any employee desiring to resign shall give to the Superintendent written notice at least thirty days prior to the effective date of resignation. All resignations will be referred to the Human Resources Division for immediate processing. Resignations should not be directed or written to principals.

Individuals who have resigned or otherwise terminated from the Tulsa Public Schools may be reemployed, but under the same terms and conditions applicable to any new employee. Employees who resign without giving the required notice or following the proper procedures will not be released from Tulsa Public Schools and may be denied future employment.

When a teacher resigns after completing a school year, has a change in plans, and requests that the resignation be rescinded, such request may be approved if the teacher has completed the previous school year and is available for the beginning of the following school year without any significant loss of teaching time. The individual may be continued without loss in salary status and in the same position he or she filled the previous year if the previous assignment is still available. In case the previous position has been filled, he or she may then be considered for another assignment if one is available.

Resignations will be effective at 4:30 p.m. of the date requested.

Teacher Dismissal (Teacher Due Process Act of 1990)

Subject to the provisions of the Teacher Due Process Act, a probationary or career teacher may be dismissed or not reemployed for any reason or cause allowed by law.

B. Procedures for Dismissal:

1. When an administrator who has evaluated a teacher as having poor performance or conduct that may lead to dismissal or non-reemployment, the teacher is admonished, in writing, and reasonable efforts are made to correct identified problems.
2. A reasonable time for improvement is established. If the agreed upon standard of improvement is not forthcoming, the administrator makes a recommendation to the Superintendent for dismissal or non-reemployment.
3. If the Superintendent agrees that there are reasonable grounds for dismissal or non-reemployment, the Superintendent makes the recommendation to the School Board.
4. The School Board notifies the teacher of his/her hearing rights. At the teacher's request, said hearing will be held no sooner than twenty days nor later than sixty days after the teacher's receipt of notice of hearing rights.
5. A Board hearing is conducted. Evidence is presented by Board and by teacher.
6. The School Board makes a decision, which may be to reinstate or to dismiss. For probationary teachers, the Board's decision is final. Career teachers (teachers with tenure in the system) may petition for a non-jury trial in District Court.
7. The District Court may decide to reinstate or affirm the dismissal of the teacher.

New Teacher Orientation

A program shall be conducted for the introduction of new teachers into the school system, providing a minimum of two days of orientation prior to the reporting date for all teachers.

Each new teacher shall be assigned to an experienced member of the staff of his or her school to whom the new teacher may turn for advice and guidance during the school year.

Helping Teachers

Regular classroom teachers shall not be taken from their classrooms to serve as helping teachers to new teachers or those new to assignments. A program shall be devised whereby, for new teachers needing assistance, the principal may arrange for personnel within the building to assist the new teacher or request a substitute to enable the new teacher to visit the classroom of an experienced teacher. It is further recommended that supervisors' meetings during the first six weeks of each school year be designed to discuss and demonstrate classroom techniques for new teachers (1969).

New teachers shall be given a written contract together with copies of the Certificated Personnel Handbook and any other items developed through mutual deliberations with the Tulsa Classroom Teachers Association (1968).

Probation of Certificated Personnel

All first term appointments to any position in the Division for Instruction, unless specifically exempt by the Superintendent, shall be probationary for a period of three years. Any former employee who returns to a teaching position after having been away for one or more years following either a resignation or a leave of absence will begin a new three-year period of probation. However, the Superintendent may place any teacher on probation at any time it may be deemed in the best interest of the school system.

When a terminal contract teacher is reemployed without interruption, the previous year of service will count as one of the three probationary years.

Assignment of Teachers

When changes occur in a teaching assignment or room assignment, the principal or his/her designee will discuss such changes with the affected teacher. Efforts will be made to notify the teacher in writing of his tentative teaching assignment prior to the end of the school year. If changes are in order during the summer, efforts will be made to notify the teacher (1990).

Teachers required to change their initial teaching assignment after the start of school shall be given a day without students. A change of assignment shall mean a new grade level or a new teaching preparation (1995)

Whenever room assignment changes are made, after the start of school, teachers shall be given a day to make the required change. No other duties or responsibilities shall be assigned for that day. This day shall be in addition to the negotiated teacher work day. An additional day will be granted if needed. (2005)

Teachers shall not be assigned outside the scope of their teaching certificate or their major or minor fields of study, except on a temporary basis and by written notice from Human Resources. Such notice shall assure the teacher of an opportunity for assignment in his or her major or minor field when such vacancy occurs (1969).

Teaching assignments and reassignments, including anticipated grade levels or subjects for each semester, shall be made prior to the opening of the semester unless there exists an exceptional emergency.

Teachers may be given the option to contract to teach less than a full contract when the administrative staff of the school district determines that some programs can best be implemented for students by teachers on partial contract. Teachers who wish to be considered for less than fulltime contract opportunities should submit their request in writing.

Nepotism

Members of the same family, husband or wife, or persons related by consanguinity or affinity to the extent of son, daughter, brother, sister, father, mother may be assigned to work in the same school or office if such assignment will maintain or enhance the educational program. Such assignments will not be made where one member of the family will have supervisory or evaluative responsibilities over another member. Should conflicts or relationships develop which create school-community or intra-staff problems, the administration reserves the right to make such administrative transfers as are necessary to resolve the problem.

Evaluation of Certificated Personnel Policy Statement

Statement of Purpose

The purpose of teacher evaluation in Independent School District Number One is to improve the quality of instruction. In seeking this goal, two primary objectives are acknowledged. First, the observation and evaluation of teacher performance is intended to identify the teacher's strengths and weaknesses, to agree upon strategies for reinforcing strengths and remediating weaknesses, and to follow through on the steps designed to improve the teacher's performance. The second objective of evaluation is to provide a rational basis for administrative decisions regarding continued employment. The evaluation shall represent the evaluator's best judgment as to the strengths and weaknesses of the teacher at the time of the evaluation.

Personnel Affected

This policy shall apply to all regular employees classified as teachers, including administrators who hold valid educational certificates issued by the State Department of Education.

Teachers listed under Section 5, 70 O.S. 6-103.1 (Supp. 1977), shall be subject to evaluation, but shall not be afforded "job rights" under this policy unless otherwise specified by state law.

Frequency of Evaluation

Teachers with three consecutive complete school years or more of satisfactory service in the Tulsa Public Schools shall be evaluated at least once each year.

The performance of teachers with less than three years of continuous service to the Tulsa Public Schools will be evaluated at least two (2) times per school year, once prior to November 15 and once prior to February 10 of each year.

A teacher may request a performance evaluation at any time.

Unless otherwise specified by law, teachers will receive at least one evaluation prior to May 1 of the school year.

Method of Evaluation

The evaluator is to complete the CONFIDENTIAL EVALUATION by rating the teacher's performance on each of the items in Section B and making recommendations in Section C. Each "Unsatisfactory" rating requires that the evaluator complete a JOB TARGET REPORT, specifying what the teacher should do to overcome that particular inadequacy. For a "Needs to Improve" rating, the JOB TARGETS REPORT is optional unless requested by the teacher.

The JOB TARGET REPORT form is intended primarily to supplement the CONFIDENTIAL EVALUATION, as described above. However, if the evaluator observes a single area of unsatisfactory performance which needs immediate correction, the JOB TARGET REPORT may be used to cite the deficiency and to give instructions for correcting the problem.

Procedure for Evaluation

All observations of the classroom teaching performance of any teacher shall be conducted openly with the full knowledge of the teacher. No appraisal of any teacher's classroom performance shall be completed and filed unless and until the principal shall have observed the teacher at work at least two (2) times, or three (3) times if the teacher shall promptly after the second observation request still another observation. No teacher shall receive adverse comments from any observer in the presence of pupils (1968).

Upon completion, the JOB TARGET REPORT is to be discussed with the teacher whose performance is being appraised.

A true copy of the CONFIDENTIAL EVALUATION and/or JOB TARGET REPORT shall be presented to such teacher and receipt of same shall be acknowledged by the teacher's signature.

Procedure for Recourse

The teacher will have twenty (20) days after the date of the evaluation in which to respond and said response shall be a part of the record.

In those cases where dismissal, suspension, or termination of a contract may be indicated, the provisions set forth in the employment contract, district policy, and Senate Bill 249 shall be followed.

Procedure for Filing

The evaluator shall be responsible for submitting to Human Resources, as often as required, an evaluation of each teacher to be evaluated.

Any written evaluation report which is intended for the teacher's file in Human Resources shall be on an official CONFIDENTIAL EVALUATION form or a JOB TARGET REPORT form.

Evaluation records shall be confidential and access to such records shall comply with State and Federal Acts, and the provisions of Senate Bill 249, which specifies that such records shall be available to the court, to the Board of Education, to the administrative staff, to

another school board to which the teacher applies for employment, and to the hearing panel, as provided by this bill.

Provisions for Amendments

The procedures, criteria, instruments, and process of evaluation shall be subject to continuous review and appraisal. Any changes or amendments approved by the Board of Education will be provided to staff members. Any legislative act, State Department ruling, or court decision which makes any part of this policy unlawful will in no way invalidate the rest of this policy.

This policy has been developed in compliance with 70 O.S. 6-103, Supp. 1977.

Both the principal and the teacher should keep in mind the following specific items for rating on the CONFIDENTIAL EVALUATION form (see page 48).

The building principal shall be responsible for submitting as often as required an evaluation of each teacher assigned to that building. It is essential that the following procedures be carefully followed in this appraisal process.

1. Any written evaluation report which is intended for the teacher's file in Human Resources shall be on an official TEACHER'S CONFIDENTIAL EVALUATION form or a JOB TARGET REPORT form, together with attachments.
2. The principal is to complete the TEACHER'S CONFIDENTIAL EVALUATION by rating the teacher's performance on each of the 29 items in Section B and making recommendations in Section C. Each "Unsatisfactory" rating requires that the principal complete a JOB TARGET REPORT. For a "Needs to Improve" rating, the JOB TARGET REPORT is optional unless requested by the teacher, in which case the principal is required to prepare one.
3. The JOB TARGET REPORT form is intended primarily to supplement the TEACHER'S CONFIDENTIAL EVALUATION. However, if the principal observes a single area of unsatisfactory performance which needs immediate correction, and if the principal is not yet ready to make an assessment of the teacher's total performance, the JOB TARGET REPORT form may be used both to cite the deficiency and to give instructions for correcting the problem (1978).

Upon written request by an employee and with the approval of **the Chief Human Resources Officer**, Job Targets may be removed from the employee's personnel file after three (3) years from the issuance of the Job Target.

Principals are strongly urged to meet informally with a teacher concerning unsatisfactory performance before issuing a Job Target not accompanied by an evaluation.

4. The space for COMMENTS at the end of Section B may be used either to recognize superior performance or to explain an "Unsatisfactory" or a "Needs to Improve" rating.

Tulsa Public Schools – Certified Personnel Handbook

5. Upon completion, a copy of the TEACHER'S CONFIDENTIAL EVALUATION and/or the JOB TARGET REPORT is to be given to the teacher. The evaluation shall be acknowledged at that time by the teacher's signature. The teacher has two weeks after the date of the evaluation in which to respond and said response shall be a part of the record.
6. All observations of the classroom teaching performance of any teacher shall be conducted openly and with the full knowledge of the teacher. No appraisal of any teacher's classroom performance shall be completed and filed unless and until the principal shall have observed the teacher at work at least two (2) times, or three (3) times if the teacher shall promptly, after the second observation, request still another observation. No teacher shall receive adverse comments from any observer in the presence of pupils(1968).
7. Teachers with three consecutive complete school years or more of satisfactory service in the Tulsa Public Schools shall be evaluated at least once each year.
8. The performance of teachers who are new to the Tulsa Public Schools and those on probation are to be evaluated at least two times per school year, once prior to November 15 and once prior to February 10 of each year.
9. Teachers who have been given Job Targets will be allowed reasonable time to correct the deficiencies noted. The JOB TARGET REPORT shall specify the date by which the teacher is expected to achieve the improvement described. No official re-evaluation of the job target is to be made prior to that date except by mutual agreement between the principal and the teacher. At the end of the stipulated time, the principal shall review the results of required actions and provide the teacher with a written notice of satisfactory or unsatisfactory compliance. Again, this report shall be signed by both the principal and the teacher and copies distributed as indicated.
10. A teacher may request a performance evaluation at any time.
11. A principal will prepare a TEACHER'S CONFIDENTIAL EVALUATION and/or a JOB TARGET REPORT on any teacher when, in the principal's opinion, the performance of the teacher is less than satisfactory.
12. Teacher's rebuttal to an evaluation or job target shall be sent to the Human Resources Division within twenty (20) days of receipt of same, and shall be attached to the evaluation or Job Target. The Human Resources Division will acknowledge receipt. The teacher will submit a copy of the rebuttal to the principal.
13. Documenting dates of classroom visits is a good practice in all cases and is required when any portion of the evaluation indicates less than satisfactory work.
14. All evaluations of teachers will be completed no later than May 1 of the school year, except for teachers who have job targets in effect.

INSERT

**TULSA PUBLIC SCHOOLS
TEACHER'S CONFIDENTIAL EVALUATION**

Teacher Admonishments/Job Targets

After reviewing the results of required action resulting from an admonishment or Job Target, the principal (or his/her designee) will provide the teacher with written notice of satisfactory/unsatisfactory compliance if the matter which is the subject of the admonishment or Job Target is one which is susceptible to assessment that the matter has been satisfactorily/unsatisfactorily addressed by the teacher. In the event the principal determines that the matter is one regarding which he/she has evidence of satisfactory compliance, a copy of the notice to the teacher regarding the principal's assessment of compliance/noncompliance shall be placed in the teacher's personnel file and a copy shall be made available to the teacher.

The category of "previous Job Targets" shall be retained on the JOB TARGET REPORT FORM and any principal or principal's designee completing such a form shall report the dates/subject matter of any previous job targets.

Assistance Team

In 1991, TPS and TCTA negotiated language allowing a principal to consider the use of an Assistance Team if requested by the teacher.

TPS and TCTA agree to delete the 1991 agreement, concerning the Assistance Team, from the Negotiated Agreements.

This is upon the condition and with the understanding that the deletion of this agreement does not limit the right of the District to institute, at its discretion, a team for the purpose of assisting an employee to overcome employment deficiencies related to inadequate job performance. (2000)

Certified Employee Personnel File

The District shall maintain the Official File ("File") in the Human Resources Department. Employees will be provided a copy of materials placed in the File that are known, at the time of placement, to adversely affect employment. The employee shall have an opportunity to sign and date the material for the sole purpose of showing that the employee was provided a copy of the material and the date the employee was furnished the material.

Employees have the right to respond to disciplinary material placed in the File. The employee's response must be submitted to the principal or the Chief Human Resources Officer within seven (7) work days of the date the employee receives the material. The employee's written response, if received within the designated time, will be included with the discipline material in the File. Disciplinary material includes, but is not limited to, Job Targets, counseling records, parents/student letters, employee letters and memos. If, at a future time, the material is removed from the employee's File, the response will also be removed. In the event an anonymous complaint or accusation is placed in the File, the employee will be given notice of the complaint/accusation, and will have an opportunity to prepare and attach a response to the complaint/charge.

Employees have the right to review their File. A TCTA representative may, at the request of the employee, review the File with or on behalf of the employee. If an employee intends to authorize a person to review or copy his/her File, the employee must complete and sign a release, which authorizes the holder of the release to review the employee's File. A Release may be obtained, upon request, from the Human Resources Office and shall be valid for three work (3) days following its execution by the employee. Confidential employment references furnished to TPS, regarding the employee, shall not be available for the employee's review or for copying.

Employees have the right to request and be provided copies of their File or parts of the File, as the employee may designate. Copies shall be made within a reasonable time period following the employee's identification of the materials requested. The charge for copies shall be District's customary charge for copies of open records. (2000)

Teacher-Parent Conferences

For the purpose of reporting pupil progress, principals may schedule parent conferences at the end of the first and third quarters over a four day period, if necessary. Pending State Department approval, kindergarten teachers with two (2) half-day sessions will be scheduled an extra day for parent/teacher conferences in the fall and in the spring.

If pupils from a conferring teacher's class remain in the building, other teachers will not be required to supervise said pupils. Supervision, when deemed desirable, may be provided by teacher volunteers, staff aides, or PTA parents.

Principals, Assistant Principals, Counselors, Secretaries, Clerks, etc., shall not schedule parent-teacher conferences without prior arrangements being made with the teacher(s) concerned. Every effort shall be made to arrange the conference with the teacher(s) at least two days in advance of the conference (1975).

Teacher-Administrator Conferences

Any time a member of the Bargaining Unit, which is represented by TCTA, is asked to confer on an issue of professional competency or job performance with an administrator, the member of the bargaining unit shall have the right to have a representative of their choice, from a statewide professional educators' association if requested. (2005)

PRE-K/KINDERGARTEN SCHOOL START

Teachers of Pre-Kindergarten and Kindergarten students will have the first two student instructional days to do screening and testing. Students will be scheduled in on a rotational basis for testing and not for a full day of attendance.

Teacher Arrival and Departure

Teachers shall indicate their arrival and departure to and from the building by a check mark on the sign-in sheet (1974-75).

Reprimands

No teacher shall be disciplined, reduced in compensation or deprived of any professional advantage without just cause (1968).

When the principal receives written and/or verbal complaints regarding a teacher, he/she shall disclose any pertinent information to the teacher prior to issuing a reprimand. In this case, reprimand refers to discipline administered outside the realm of: 1) a letter of admonishment, 2) a Job Target or 3) an evaluation (1994).

Lunch Periods

Each teacher shall have no less than twenty-five (25) consecutive minutes each day for lunch during which he or she shall be given no duties (1970).

Planning Periods

Teachers in middle and senior high schools operating on the six-period day shall be assigned not more than 25 teaching periods, five homeroom periods, and five preparation periods per week, except for vocational-technical classes and except in those buildings where facilities or personnel are limited in certain subject matter areas. In such cases where teachers are assigned six-classes per day, an adjustment shall be made in duties (1968).

A system will be used in each secondary school to assure that all teachers available in a given planning period will be assigned in an equitable manner to cover classes when teacher absences occur. If the assigned opts to exchange with another teacher, it will be the responsibility of both teachers to notify the principal or his/her designee of the exchange (1979).

Teachers, by virtue of their profession, are considered professionals whose time must be apportioned in a variety of areas – the most important of which is direct instruction of students. The parties recognize that the work of educators is not always standard or predictable and acknowledge that educators work many hours outside the contracted school day. Therefore, teachers will not be assigned duties beyond seven hours and thirty-five minutes.

A minimum of 200 minutes for elementary and middle schools and 225 minutes for high schools of scheduled time shall be provided each week for each classroom teacher for individual planning and/or preparation and consultation. Planning periods will not be used for staff development or other activities not related to preparation and or coordination of instruction in the classroom.

The length of a teacher's contract day is as follows: 7 hours 35 minutes

These hours are not intended to circumvent normal contractual obligations, including but not limited to: faculty meetings, departmental meetings, Back-to-School Night, etc.

Assignments for Absent/Suspended Students

Teachers will be provided with a 24 hour notice of work needed for absent/suspended students. Work shall not be required in more than 5 day increments, nor more than once per week. A system will be developed at each site whereby parents will return completed work and pick up the next set of assignments. Subsequent weekly assignments will not be required from teachers until such time as the previous week’s assignments have been completed and returned to the teacher.

Progress Reports

If a special progress report is a notice of failing or unsatisfactory work, the teacher must send it to the parent(s) or guardian(s) at least four weeks, if possible, before the end of the nine-week period. No pupil should receive a report of failure unless this advance notice has been given to the parent(s) or guardian(s). A “D” on a progress report shall be considered “notice of unsatisfactory work,” and shall be considered as leading toward possible failure. An explanation of the meaning of grade assignments shall be included in the progress report. (1998)

High school progress reports, with the exception of those on 9 week semesters, shall be issued at the end of the 6th and 12th weeks of each semester. Grade cards will be issued only at the end of each semester. (2000)

Nonprofessional Duties

As funds become available, every effort will be made to continue to relieve professional personnel of nonprofessional, non-teaching duties including, but not limited to, collecting money from students and supervising study halls, playgrounds, corridors, and buses (1968).

Extraprofessional Duties

Any classroom teacher who teaches an in-service (continuing education) course shall be compensated at the rate of \$23.00 per hour.

Classroom Interferences

Every precaution shall be taken to see that the activities of the custodial and the maintenance departments shall in no way interfere with the activities of the classroom. This shall apply to, but in no way be limited to, building repairs, lawn care, and painting.

Teachers will be notified from the principal’s office when it is necessary for maintenance employees to be in their classrooms (1969).

All visitors to teachers’ classrooms must have prior approval of the principal and the teacher (1971).

A pupil will be removed from a classroom by a designated authority when, in the judgment of the teacher, the student is interfering with the teaching-learning situation for the majority of the class. At the time of removal, the teacher may request that the pupil not be returned to that classroom until a conference is held between the teacher and the designated authority (1971).

At the request of the teacher to the designated authority, a student may be removed from a class and not be allowed to return until a conference is held between the teacher, the parents or guardians, and a representative of the administration (1977).

The decision to exclude the student from class, pending the parental conference, should be based on the student's prior record of misbehavior, documented remedies which have already been tried, and the probable length of time the student will be out of class before the parents or guardians can be available. If the exclusion is likely to be prolonged (more than three days) consideration may need to be given to some other remedy.

At the request of the faculty or the principal, the entire staff will meet to review and discuss regulations and Board policies relating to student conduct and discipline, including, but not limited to drug abuse, alcohol abuse, possession and/or use of weapons and tobacco related problems. When changes are needed in a building's discipline plan, the principal will establish a committee to develop specific recommendations. The principal will consult with the TCTA building delegate(s) for teacher representation on the committee. The committee will seek consensus on the rules of conduct to govern student behavior at the local school level, within the provisions of Board Policy. In order to ensure consistency in the treatment of students, the committee will develop procedures for the individual teacher to follow in carrying out his/her responsibilities in student discipline. If a disagreement occurs concerning discipline rules and regulations and the procedures for following those rules and regulations, the principal will have the final responsibility in resolving the disagreement.

The rules and regulations that have been developed by the committee and approved by the principal will be distributed annually to students and teachers as early in the school year as possible.

When it is necessary to refer a student to the principal's or designee's office, the teacher shall state the allegations on a referral form provided by the district. **Except under extenuating circumstances, the student is not to return to class before the teacher is notified verbally or in writing as to the action taken, as outlined in the Student Code of Conduct. However, if verbal response is given, a written response is still required.**

The teacher shall be granted a conference with the principal or his/her designee regarding the disposition of the case, if requested.

Student Suspension Review Committee Appeals

Whenever the Superintendent or designee modifies or rescinds the decision of a school's Suspension Review Committee, the building principal shall be informed in writing as to the rationale for the reversal and the principal will inform the committee chair.

Faculty Meetings

Except in an emergency, after-school building faculty/school business meetings will be held on Mondays, if needed, and shall not exceed one hour beyond the teachers' regular contract day. When held, district-wide departmental meetings will be on the second or fourth Thursday of the month. All district meetings will be scheduled so as not to conflict with TCTA meetings on the second Wednesday of each month. TCTA Board of Directors will be excused from any meetings held on the first Wednesday of each month. This schedule will not prevent a building from holding faculty meetings on a weekday morning (1995).

Building faculty/school business meetings shall be utilized to inform teachers of significant matters which require considerable explanation or discussion. Staff development, team meetings and other school committee meetings may also take place during the faculty/school business meetings, as long as the meetings do not extend one hour beyond the teachers' regular contract day. Great care should be taken to conserve time by avoiding discussion of matters relating to only a few members, especially with large and diverse faculties. It is good practice to inform teachers well in advance of general faculty meetings so that plans can be made accordingly. If a majority of the staff expresses the desire to use a faculty committee to help plan faculty meetings, they **should select** such a committee to act in an advisory capacity to the principal in such planning. Many schools utilize small and informal coffee sessions which may have no agenda at all – such meetings provide a communication opportunity which is increasingly needed and thus they are to be encouraged so long as non-duty time utilized is not excessive. Principals should attempt to seek consensus on the most convenient time for a majority of the staff to meet and may find participation to be better when an agenda of important items to be considered is provided to teachers at least one day ahead of the meeting.

Principals are strongly encouraged to utilize building instructional leaders such as department chairpersons and team leaders, in an advisory capacity, to plan the agenda for faculty/school business meeting.

These are to be considered as general guidelines, which are intended to provide sufficient flexibility to handle different circumstances, which exists between various buildings and their faculties. However, it should be observed that teachers, who feel that meetings are held too long, or too frequently, or on topics irrelevant to their assignment, should seek improvement through the channels now available to them. In such instances, the above guidelines will be referred to in seeking improvements in this vital communication process.

Comment: If these guidelines are not being followed teachers have recourse through the grievance procedure.

Telephone Service

Adequate telephone service shall be available to teachers with privacy of conversation when desired (1968).

Protection of Teachers

Assistance in Assault Cases

1. All cases of assault suffered by teachers in connection with their employment shall be reported in writing by the teacher to the principal, who shall transmit the report to the Superintendent. The Superintendent shall acknowledge receipt of such report to the principal and the teacher.

Since the TCTA has indicated an interest in these matters, the teacher shall be free to send a copy of the report to the TCTA.

2. In any case of an assault upon a teacher or a complaint or suit by third parties as a result of action taken by the teacher while performing his or her duties, the Board will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities (1969).

Legal Counsel

If criminal or civil proceedings are brought against a teacher alleging that the teacher committed an assault in connection with his or her employment, such teacher may request the Board to furnish legal counsel to defend him or her in such proceedings (1968).

The services of Human Resources are available to the employee for advice and counsel. If legal advice is desired, a request should be made through the Office of the Superintendent.

Compensation for Lost Time

If an assault on a teacher results in loss of time, the teacher shall be paid in full for such time and such paid absence shall in no event be deducted from any sick leave to which such teacher is entitled. The Board shall determine the time limits for each case, based on the individual circumstances.

If medical and/or hospital expenses result, these costs will be covered up to the limits of Board of Education provided medical insurance and workers' compensation. Specific information on insurance is available from the building principal and workers' compensation information is available from the Division for Human Resources.

Association Privileges

The TCTA shall have the right to use designated areas in school buildings for meetings of teachers provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the principal in advance. All requests for building use shall conform to School Board rules and regulations (1968).

The TCTA shall have the right to bulletin board space of at least nine (9) square feet, but not more than twelve (12) square feet in an area for the purpose of posting materials dealing with proper and legitimate business of the TCTA. Such space shall be provided for the TCTA in each school for the unrestricted use of TCTA. Such board shall be placed in a well-lighted area in the office or teachers' lounge. In school buildings which do not have bulletin boards for this purpose, the TCTA shall have the right to provide them (1968).

The TCTA shall be provided with a copy of the recommendations of the Superintendent to the School Board prior to each Board meeting (1968).

The TCTA shall be provided with a copy of all open records provided to the School Board Members prior to each Board meeting. This item shall not apply to those recommendations or other materials related to the dismissal or non-reemployment of employees. Nor shall it apply to other documents, which are, by law, privileged and confidential (1998).

The President of the TCTA, or his authorized designee, who shall be an officer of the TCTA, shall be allowed to visit schools. Upon arrival at the school, he shall notify the office of the principal in order to facilitate the purpose of the visit. Visits, which necessitate extended interruptions of class schedules, shall be arranged in advance with the principal, or in the principal's absence, the acting administrator (1968).

Written Notice of TCTA Building Representatives

TCTA shall provide the building principal a list of its elected building representatives by October 1 of each school year and shall promptly advise of any changes in its designation of building representatives.

The District shall transmit to the TCTA President a list of certified staff assigned to District sites and, if other than instructional staff, shall list each staff member's position. The list shall be provided to the TCTA by October 15 of each school year. (1999)

Promotions (Certificated Personnel)

The following items are among those considered in making promotions:

1. Evidence of superior scholarship at the undergraduate level.
2. Graduate work related to the specialized area involved in the promotion and the scholarship in that graduate work.
3. Evidence of having distinguished oneself in present or prior assignments

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4. Evidence of having demonstrated successful interpersonal skills
5. Extent to which the Superintendent's Personnel Committee has adjudged the applicant for promotion to have potential for educational leadership. Length of service in the Tulsa Public Schools may be considered.

If at any time the position of an employee is changed by a transfer, which is considered a promotion for the employee, his/her basic salary (exclusive of pay for special assignment) shall not be reduced. This procedure recognizes the value of experience within the Tulsa Public Schools.

Any vacancy in any promotional positions including but not limited to positions as Assistant Superintendents, Directors, Coordinators, Administrative Assistants, Principals, Assistant Principals, Counselors and Teachers on Special Assignment, shall be publicized by a notice posted in every school building, for at least twenty (20) calendar days, exclusive of holidays, in advance of the date of filling such vacancy. Acting positions will be advertised in the same manner as permanent positions during the spring of the year. However, the administration reserves the right to appoint staff members to acting positions on a temporary basis, not to exceed the remainder of the school year, when time does not permit advertising to occur. Posting of vacancies during the summer months shall be on the bulletin board on the first floor of the Education Service Center. Notices of vacancies in department chairpersonships shall be posted by the principal within the individual building for a like period. Such notice shall clearly set forth the qualifications and compensations of the position. A copy of every such notice, excepting those for department chairpersonships, shall be delivered to the Association at the time of such posting.

Within twenty (20) calendar days, exclusive of holidays, following the initial posting of the vacancy, any teacher who desires to fill such vacancy shall file his or her application with the Superintendent in writing on an approved form, which shall be provided by Human Resources upon request. Applications for department chairpersonships shall be made in writing to the building principal.

The process of elimination of employees applying for administrative positions shall be accomplished in the following order:

1. Screening for minimum requirements as advertised.
2. A pre-screening with appropriate administrators.
3. A final interview with the Superintendent's Interview Team (1987).

When vacancies occur in promotional positions, those employees with written requests on file for such positions will receive first consideration, provided they are certified and otherwise qualified for the position. If a certified person is not available, then one who is willing to obtain certification will be considered upon recommendation by the building principal.

Coaching vacancies will be advertised in the Superintendent's Bulletin and posted in the buildings involved. If such vacancies should occur in a high school, teachers who qualify and

are already assigned to that school shall be (1) given the opportunity to apply and (2) strong consideration for the position.

When there is a vacancy in any sponsorship within a building, a notice of vacancy shall be posted in the building for a period of not less than five working days before the position is filled (1981).

Interested persons from within the system shall be considered first in filling the position (1979).

Posting of Vacancies

The following language replaces paragraph three of item number three of the 1991 *Items of Agreement*:

When vacancies or new positions occurring at the end of the first semester are known by Human Resources at least fifteen (15) working days prior to the end of a semester, such shall be publicized in the *Superintendent's Bulletin* at least three (3) weeks prior to the end of the semester. The position shall not be filled before five (5) working days after publication. Human Resources will first consider filling the position from within the system. Any vacancies or new positions of certified staff occurring during the school year shall be posted in the affected school. (1999)

Position Upgrades

A position need not be posted as a vacancy when the position has been altered as a result of reallocation of job functions, assigned a higher pay grade, or when following the modifications to the position, it remains a position for which the incumbent employee is qualified by virtue of training and background. In those instances where the District is not seeking applicants for the position, no posting is required.

TCTA shall be notified, in writing, 10 working days prior to the modification of position. Notification shall include pay adjustment, change in responsibilities, organizational structure, and justification for change. (1999)

Outside Work

No education employee may charge a fee for privately teaching or tutoring any pupil regularly enrolled in such employee's classes or in the school to which such employee is assigned.

No education employee shall engage in the selling of books to the residents of this school district. This restriction shall apply throughout the period when the employee is under contract with the Board of Education, during the interim period when the employee has been

notified that it is the intention of the Board of Education to reemploy the teacher and/or when a continuing contract is in effect.

Professional Improvement

To emphasize the need for continued professional improvement, the Board of Education has adopted a plan allowing certified education employees to use approved continuing education credit as the equivalent of college credit toward salary adjustments above the master's degree level. Approved graduate or continuing education credit earned prior to receiving a master's degree will be considered for salary adjustment after the master's degree is completed.

To be accepted as approved credit, continuing education courses must meet the established criteria and be approved by the Assistant Superintendent for Instruction. These criteria will be developed on a special form and will include statements in the following categories relevant to each proposed course:

- A. Goal of the course
- B. Specific objectives of the course
- C. Evaluation of course objectives; 1.0 Rationale for course development; 1.1 Design of curriculum; 1.2 Content of curriculum; 1.3 Research; 1.4 Individualization of programs of study; 2.0 Faculty; 2.1 Cost

Undergraduate Hours

Undergraduate hours will be considered for salary adjustments subject to the following conditions:

1. Undergraduate hours allowed for credit will be limited to eighteen (18) on the master's plus 30 scale and an additional eighteen (18) on the master's plus 60 scale (1984). The limit of eighteen hours will be waived when a certificate in a new area requires more than eighteen hours of undergraduate work for the new certification area. This will be validated upon the presentation of a certificate from the State Department of Education. In addition, undergraduate hours for additional certification will be counted on the M+30 and M+60 scale after the teacher has an approved Letter of Intent on file with the Superintendent or his designee and has earned at least eight college credits toward additional certification. The Letter of Intent shall state the teacher's intention to secure certification in addition to that currently held and will also contain a plan of study from the institution that will recommend certification. Only one Letter of Intent may be on file at any one time.

Tulsa Public Schools allows up to twenty-four (24) hours of undergraduate work in Computer Science to be credited for salary adjustment at both the MA+30 and MA+60 levels (1984).

If the appropriate director feels, in response to a teacher's request, that it would be advantageous to the teacher and/or the district to permit more than twenty-four (24) undergraduate hours of computer classes to be credited at both the MA+30 and MA+60 levels, said director will request an exception to the twenty-four (24) hour limit to the Superintendent or his designee.

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2. Undergraduate hours earned before the second semester of the 1972-1973 school year shall not apply.
3. For undergraduate courses to be guaranteed acceptance, they must be approved on a prior basis by the Superintendent or his designee.
4. Undergraduate courses taken prior to the time of employment are not acceptable.
5. Undergraduate courses approved for credit must be directly related to the employee's assignment, the new area of certification granted by the State Department of Education or 8 hours towards certification on an approved Letter of Intent.
6. Undergraduate hours used for credit must be earned after the master's degree was granted.
7. Undergraduate hours must be from an accredited two or four year college or university (1978).

Approval for Salary Adjustment M+30/M+60 Hours

The following policies relative to M+30 and M+60 salary adjustments were implemented in the fall of 1975 and revised in the spring of 1981.

1. All individuals working toward M+30/M+60 salary adjustment must submit to the Superintendent or his designee a Prior Course Approval form for each course they wish to take toward M+30/M+60.
3. Generally, all UNDERGRADUATES, WITH THEIR PREVIOUSLY DESCRIBED REQUIREMENTS, graduate or continuing education courses in the following areas will be acceptable if submitted on a Prior Course Approval form:
 - a. One's major or minor areas of certification or AREAS IN WHICH THE TEACHER IS WORKING TOWARD APPROVED ADDITIONAL CERTIFICATION.
 - b. One's area of present assignment.
 - c. Courses in Educational Administration, Reading, Educational Guidance and Counseling, plus SPECIAL EDUCATION.
 - d. Courses taken outside of approved credit areas to be counted if teacher subsequently teaches in the new field (1975).
 - e. COURSES RESULTING IN NEW CERTIFICATION OR COURSES TOTALING 8 OR MORE HOURS TOWARDS NEW CERTIFICATION ACCOMPANIED BY AN APPROVED LETTER OF INTENT.
 - f. Correspondence courses offered by accredited colleges and universities and accepted by the state for teacher certification will be evaluated by the district for salary adjustment (1988).

3. DUPLICATION OF COURSES PREVIOUSLY TAKEN WILL NOT BE APPROVED, EXCEPT IN SPECIAL CIRCUMSTANCES AS DETERMINED BY THE SUPERINTENDENT OR HIS DESIGNEE.

4. The maximum number of college and/or continuing education hours that can be taken toward salary adjustment during a Tulsa Public School semester shall not be limited (1975).

5. Continuing Education courses offered by the Oklahoma State Department of Education will be evaluated and considered by the District for salary adjustment (1993).

6. Tuition for continuing education courses will be charged at the following rates and must accompany the Prior Course Approval form. Checks to be payable to Treasurer, Independent School District Number One. EACH 1/15 OF AN HOUR CREDIT WILL COST \$2.00 TUITION.

In addition to tuition, a fee can be charged for materials, books, etc. Tuition (plus fees) must accompany the Prior Course Approval for Salary Adjustment when it is sent for approval.

Checks should be made out to Treasurer, Independent School District Number 1. No approval will be granted without tuition and fees payment.

All continuing education courses having any cost to be paid by the district must cover that expense by tuition and/or fees.

7. An Appeals Board known as the Professional Improvement Committee will meet once every two months to review any non-approved courses. **Contact the Division for Human Resources, ext. 6355.**

Guidelines for Obtaining Continuing Education Credit for Independent Study

1. Applicant obtains the SPAR Completion Form and SPAR Plan from the Continuing Education office at Fulton.

2. Applicant develops the SPAR Plan with appropriate Curriculum Coordinator or Director. The Curriculum Coordinator or Director recommends the amount of credit, not to exceed 6 hours, and the basis for such credit in writing to the Professional Improvement Committee at the TCTA office.

3. Applicant calls the TCTA office to set up the meeting of the Professional Improvement Committee prior to the time the applicant plans to do Independent Study.

4. The Professional Improvement Committee meeting with applicant occurs to approve the SPAR Plan, Prior Course Approval form, and the number of hours for credit as recommended by the Curriculum Coordinator or Director. **The above steps must occur**

prior to the Independent Study in order for applicant to receive continuing education credit.

5. Applicant carries out the SPAR Plan as approved and has one calendar year from the PIC approval date to complete plan.

6. Applicant gains written approval of completion of the SPAR Plan from Curriculum Coordinator or Director. Then applicant may notify TCTA's Professional Improvement Committee to set up meeting in order to deliver proof of SPAR Plan completion. At this meeting, a presentation of information is expected.

Failure to follow the Professional Improvement Committee guidelines may result in non-approval of continuing education credits.

Changes in salary brought about by obtaining an advanced degree or by obtaining a degree plus 30 or 60 graduate hours are made only once after the school year begins. Evidence of the changed status must be on file in Human Resources by the last day of September and will be submitted for Board approval in October. The adjusted salary will be retroactive to the beginning of the school year.

Teachers who complete their Masters, Masters+30, Masters+60 or Doctorate during the first semester will move to the appropriate salary level for the second semester. The salary adjustment will be one half the amount allowed (1989).

It is the teacher's responsibility to notify Human Resources in writing, and file evidence of any earned change in salary classification, such as a change from a Bachelor's to a Master's Degree or change from a Master's Degree to a Master's plus 30 or 60 graduate hours. Requests for Master's plus 30 or 60 should be made on an Application for Salary Adjustment form available in Human Resources.

Inquiries relating to continuing education courses and approval of undergraduate courses should be directed to the Superintendent or his designee. Inquiries relating to graduate level courses, Master's plus 30 or 60 salary adjustments, or accumulated credit should be directed to Human Resources.

Workshops/Seminars

All workshops/seminars presented by the Tulsa Public Schools, when possible, will offer professional development credit and continuing education credit. In order to qualify for continuing education credit, the workshop must be one which meets the qualifying criteria for continuing education credit.

Educational Conferences

Certified employees, who attend educational conferences at the District's expense, shall be required to prepare and, if requested, deliver a presentation to other groups or individuals. Every effort will be made, in advance of the conference, to inform the participant of the expected method and audience (1997).

Conferences, Workshops

Teachers required to attend workshops, seminars, or planning meetings that are held beyond the hours of the contract shall be compensated at the rate of \$18.00 per hour for time involving attendance of these functions. In instances where the workshops, seminars, or planning meetings are underwritten by federal or state programs or grants which contain stipulations regarding the amount to be paid to the teacher, the teacher shall receive the compensation provided for in the grant (1997).

Departmental Meetings

Teachers are expected to attend all departmental meetings of instructional assistance of their subject or grade level unless properly excused. When teachers are absent without excuse, a memorandum will be sent to the principal. If a teacher finds it impossible to attend a meeting due to illness or an emergency, the principal or teacher should call the coordinator.

Mandated Attendance at Special Events

Certified employees fulfill a variety of roles in addition to those involving instructional and student supervisory responsibilities. The building principal may designate, prior to special events, the individuals, who are required to attend special events involving school activities. When possible, the principal shall make his/her designation at the beginning of each semester. The principal shall not require any employee to attend more than three (3) special events. Examples of special events which may be designated as requiring the attendance of selected individuals are: commencement, back-to-school night or similar activities, elementary promotions, spring open house, school orientations, as well as other events which, in the judgment of the administration of the school or the District, require the presence and/or active involvement of teachers and others.

With the exception of graduations, the District will not schedule any of the three allowable mandatory events on weekends or holidays. (2008)

Faculty members, required to attend commencement exercises, shall have caps and gowns provided by the District and at the District's expense. Employees shall be responsible for the appropriate care and safeguarding of the apparel while it is in the employee's possession (1997).

Scheduling

Generally, there is a policy of scheduling continuing education meetings on Tuesdays and departmental meetings with instructional assistance on Thursdays. All teachers should check the schedules of such meetings carefully to be sure that they do not set up conflicting appointments or activities.

Teachers should not schedule to participate in courses offered by colleges and universities when the time for such courses conflicts with the teacher's contractual duties.

Every effort shall be made to ensure that all required and optional professional meetings will be announced in the *Superintendent's Bulletin*.

Committees

Teachers shall be represented on district-wide committees, i.e., calendar, curriculum, etc.

Fringe Benefits

- Health care coverage
- Dental care coverage
- Life Insurance
- Sick Leave
- Credit on salary schedule for previous experience and military service
- Annual salary increments
- Teacher retirement
- Social Security
- Payment for unused sick leave
- Leaves of absences for further study, illness, child care, military service
- Immediate Assistance Club
- Tax sheltered annuity
- Credit Unions- - local and state
- Payroll deductions for professional dues, salary protection insurance
- United Way contributions

**Exception: All city and play-off athletic events*

**Free activity card privileges*

Employee Assistance Program (EAP)

Our Employee Assistance Program (EAP) is specifically designed to help people with some of life's toughest problems. Through intervention, professional consultation, and referral services, the EAP helps people find solutions.

This program is available to all employees and members of their immediate families. Its purpose is to assist those employees or family members who have or may develop personal problems that interfere with their ability to lead a productive life. Problems can stem from any one or a combination of different areas:

- Marital
- Legal
- Drug abuse
- Alcoholism
- Financial
- Emotional
- Stress-related

At Tulsa Public Schools, our goal is to help resolve the problems before the employee becomes unemployable or the family dysfunctional.

It is always better to work on problems before they become overwhelming. If you take care of the problems now, you can save yourself and your family a great deal of difficulty.

Left untreated, problems almost always become worse. The Employee Assistance Program can help with these problems and others. The EAP can help an employee seek and accept help for themselves and their family. Trained professionals work with each person to assess their problems and resources. They also recommend a plan of action. The EAP professionals will assist in getting the services you need. The Tulsa Public Schools Employee Assistance Program can help you decide just how serious your problem is and what is best for you and your family.

Any contact with the Employee Assistance Program is treated *confidentially*, and is in no way reflected in the personnel record since it is a community service and not company related.

Tulsa Public Schools will provide the initial consultation as a benefit to you. If you need additional help, many of the fees are based on what you can afford, or they will be covered by insurance or other benefits. You and your counselor can work together on the cost aspect.

Citizenship Rights and Responsibilities

Teachers are encouraged by the school administration to accept the privileges and duties of good citizenship in the community.

All certified employees of the Tulsa Public Schools are encouraged to assume full responsibility of citizens living in a democracy. These include such rights as voting or refraining from voting; discussing the social, political and economic issues of the day in public meetings; supporting candidates for school board or public office; accepting appointive or elective public office; or holding office in political parties.

Leaves of absence for the purpose of being a candidate for political office, or for holding office, will be arranged between the individual and the school administration within the framework of board policy and law. (See Leaves of Absence.)

Certificated employees engaging in political activity shall make it clear that their vocal responses and actions are theirs as individuals and they, in no manner, represent the views of the school system.

Certificated employees shall not engage in political activity on school premises during school hours.

A certificated employee seeking an extended leave of absence for campaigning, office holding, or other time-consuming responsibilities connected with self-government shall apply for such leave in writing in the usual manner and will receive a reply in writing.

If the candidate is not elected, the employee shall be returned to a teaching position as soon as a position becomes available in his or her area of preparation.

Leaves of absence for the purpose of holding political office shall be arranged on an individual basis with approval of the Superintendent of Schools.

Payroll Deductions

Group Health

Contract employees and employees working twenty (20) or more hours per week (with the exception of security guards and temporary employees) are eligible for coverage under the Oklahoma State and Education Employees Group Insurance Program.

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For those eligible employees who choose health insurance, the state allocates the amount of “Health Choice High Member Only cost” to be applied to the employee’s individual premium. For those eligible employees who do not choose health insurance, the state allocates \$69.71 to be paid to the employee.

Group Dental Insurance

Contract employees and employees working twenty (20) or more hours per week (with the exception of security guards and temporary employees) are eligible for coverage under the Oklahoma State and Education Employees Group Insurance Program.

For those eligible employees working twenty-five (25) hours or more per week, the School District will pay \$11.00 per month on the individual premium

For those eligible employees working twenty (20) and twenty-four (24) hours per week, the School District will pay \$5.50 per month on the individual premium.

If Medical Insurance is not provided by TPS, proof of other medical coverage is required to be eligible for dental coverage.

To be eligible for benefits in health insurance, dental insurance or life insurance programs, employees who work between 20 hours and 30 hours a week must pay one half (1/2) of the cost of the premiums (1989).

Federal Withholding

This tax varies according to amount of income, number of dependents claimed, and marital status

Social Security/FICA Tax

FICA tax for employees will be 7.65% of earnings. This consists of Social Security Tax which is 6.2% of earnings, and a Medicare deduction which is 1.45% of earnings, for a total of 7.65%. These amounts are matched by the employer.

State Withholding Tax

This tax varies according to amount of income, number of dependents claimed, and marital status.

Benefit Payout Following Termination of Employment (Insurance)

July and August benefits are now paid to any teacher who takes a “regular” payout; that is, receives a paycheck in July and August. That practice will continue until otherwise altered, with notice to TCTA, by the School District. (1998)

Retirement

For a teacher entering the public schools in Oklahoma after July 1, 1943, membership in the retirement system is compulsory, except for those beyond age fifty-five years at the time of employment. The 1970 Retirement Act provides the following:

Who May Join

All teachers, administrators, and other certificated personnel are required to join the Teachers' Retirement System of Oklahoma.

Contributions

Members are required to contribute 7% of their gross annual salary. Senate Bill 776 provides that every teacher employed by a school district or vocational-technical school district, who qualifies for a minimum salary pursuant to the State's minimum salary schedule shall have a specific amount credited against the employee's contribution to the Teachers' Retirement System.

Additional Information

Upon request, further details regarding Oklahoma teachers' retirement laws may be secured through the Executive Secretary of the Teachers' Retirement System of Oklahoma, 2801 N. Lincoln, Oklahoma City, Oklahoma 73105 (P.O. Box 53524, 73152).

All full-time regular contract employees of the Tulsa Public Schools have Social Security protection as well as the protection afforded by membership in the Teachers' Retirement System of Oklahoma.

The maximum 120 days of unused sick leave may be counted as an additional year of creditable service toward retirement by the Teachers' Retirement System of Oklahoma provided that the total number of sick leave days are acceptable to the Teachers' Retirement System.

Notification to Tulsa Public Schools

Teachers who are retiring at the end of the school year, should notify the Chief Human Resources Officer in written form. In order to provide academic continuity and early selection of teacher replacements, it is requested that written notification be made before May 15th and November 15th of each year. Retiring teachers should be reminded that notifying the Teachers' Retirement System does not negate the policy to notify Tulsa Public Schools of their retirement.

Termination of Employment

Any employee desiring to resign shall give to the Superintendent of Schools written notice at least thirty days prior to the effective date of resignation (Revised 1988), also, Oklahoma law requires teachers to notify their Boards of Education by April 25 by registered or certified mail if they do not wish to be employed for the ensuing fiscal year. To continue insurance coverage, see COBRA.

Causes for Dismissal or Termination of Contract

(a) Those provided by law as to certificated employees
(Ref.: School Laws of Oklahoma)

Principals and directors should be aware of and adhere closely to the policies and procedures outlined in the **Procedure for Considering Teacher Dismissal/Non-renewal** bulletin dated September, 1981.

GRIEVANCE PROCEDURE

I. DEFINITIONS

A. A *grievance* is a dispute, disagreement, or controversy involving a violation, misinterpretation or misapplication of negotiated language or written or well recognized school board or administration policies or practices. The term grievance shall not apply to any matter in which (1) the method of review is prescribed by law, (2) the board is without authority to act, and (3) shall not apply to employee evaluations, discipline or termination.

B. An *aggrieved person* is any certified employee asserting a grievance. The bargaining unit may also assert a grievance when the bargaining unit acts on behalf of the members of the bargaining unit or a substitute part of the unit.

C. Grounds, when used in this procedure, shall mean the basis upon which a grievance is being presented or appealed.

D. The term *days*, when used in this procedure, shall mean employee work days during the regular school year. At times other than during the regular school year, the term days shall mean those days during which the administrative offices of the District are normally open.

E. A *party in interest* is the person or persons making the grievance and any party who might be required to take action or against whom action might be taken in order to resolve the grievance.

II. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of certified employees. Both parties agree that grievance proceeding(s) will be kept as informal and confidential as may be appropriate at each level of the procedure.

III. GENERAL PROCEDURES

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- A. The number of days for processing of grievances indicated at each Level should be considered as a maximum. The time limit specified may, however, be extended or limited by written mutual consent.
- B. Nothing herein contained will be construed as limiting the right of an aggrieved person to discuss the matter informally with any appropriate member of the administration of the school district and have the grievance adjusted, provided the adjustment is consistent with the terms of written or well-recognized school board or administrative policies or practices.
- C. An aggrieved person may be represented at any Level of the Grievance Procedure by a statewide professional educator's association.
- D. Beyond Level One in the Grievance Procedure, the aggrieved person/persons may present written statements of relevant material that would assist in the equitable resolution of the perceived disagreement, controversy and/or complaint, involving a perceived violation of the terms of school board or administrative policies.
- E. A grievance initiated by an aggrieved person at a time other than during the regular school year shall commence at Level Three.
- F. No grievance shall be considered or processed unless it shall have been presented at the appropriate level within ten (10) days after the aggrieved person knew or should have known of the act or condition on which the grievance is based; and, if not so presented, the grievance shall be considered forever waived.
- G. An aggrieved person may withdraw a grievance at any time by notifying, in writing, the Superintendent of Schools. Any such grievance that is withdrawn shall be considered waived.
- H. If a grievance affects more than one certified person at more than one school, the aggrieved persons may submit such grievance in writing to the Superintendent, or his/her designee, and the processing of such grievances shall be commenced at Level Three.
- I. When it is necessary at any level beyond Level Two for an aggrieved person and his/her designated representative to attend a meeting or hearing called by the Superintendent or his/her designee during the school day, the Superintendent, or his/her designee, shall notify the principal or immediate supervisor of such persons and they shall be released without loss of pay for such time as their attendance is required in such meeting or hearing.
- J. Any aggrieved person or party of interest who is adversely affected by a disposition of a grievance may, within the time limits provided for herein, appeal to the next level.

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K. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits to the aggrieved person shall permit the aggrieved person to proceed to the next level.

L. Failure by an aggrieved person or a party of interest at any level of this procedure to appeal the grievance to the next level within the specified time limits shall be deemed acceptable of the decision given at that level.

M. All necessary forms and documents for the filing of grievances, making reports and appeals regarding the grievances, shall be provided to the certified employee upon request to the Superintendent of Schools.

N. If an aggrieved person initiates a civil or administrative action in any court or with any agency, the grievance process shall automatically end.

O. All meetings and hearings conducted under the provisions of this Grievance Procedure shall be in private and are limited to the parties of interest and their designated representatives as defined in Section III, Item C.

P. A grievance file shall be maintained by the Administration to contain all records regarding the processing of grievances filed by the certified personnel of the district.

Q. In the event the time frame applicable to a grievance extends into the next school year, the negotiated Grievance Procedure existing at the time the grievance was filed will be used in exhausting the grievance process.

R. No reprisals will be taken by the Board of Education, any member of the administrative staff, the TCTA, or TCTA's officers against any aggrieved person, party in interest or any other party involved directly or indirectly in the grievance procedure on the basis of participation or non-participation in the grievance process.

IV. Level One – Principal or Immediate Supervisor (Prerequisite for Filing a Formal Grievance)

A grievance will first be discussed with the aggrieved person's principal or immediate supervisor with the objective of resolving the matter informally. In the event a grievance is filed against an administrator other than the grievant's immediate supervisor, then the grievant will begin with that person.

V. Level Two – Principal or immediate Supervisor (Formal Grievance)

A. If an employee is not satisfied with the disposition of his/her grievance under Level One above, the grievant may file a written grievance on Grievance Form A with his/her principal or immediate supervisor within ten (ten) days of the Level One meeting. The grievant is responsible for sending informational copies of the grievance to the

TCTA office and to the Superintendent. The principal shall communicate his/her decision, in writing, to the grievant, the TCTA office, and the Superintendent on Grievance Form B within ten (10) days of the receipt of Grievance Form A.

VI. Level Three – Superintendent

A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she or his/her designated representative may file a written appeal to the Superintendent within five (5) days of the decision at Level Two and a statement as to why the decision is unacceptable, and the requested remedy.

B. Appeals at this Level shall be heard by the Superintendent within fifteen (15) days of his/her receipt of the appeal. Written notice of the time and place of the hearing shall be given by the Superintendent no later than three (3) days prior to the hearing to the aggrieved person and any party of interest.

C. In the event the Superintendent is unable to conduct the hearing, the Superintendent will designate a cabinet-level individual from a division other than the division from which the grievance originated. This individual may serve as the Superintendent's designee. Written notice of the intent to use the Superintendent's designee shall be transmitted to the attention of TCTA at least three (3) days prior to the hearing date.

D. When an appeal received by the Superintendent involves a dispute, disagreement, or controversy involving a violation, misinterpretation or misapplication of negotiated language, a copy of the grievance will be provided to TCTA within 2 business days.

VII. Level Four – Board of Education

A. If the aggrieved person or party of interest does not receive a satisfactory adjustment of the grievance at Level Three, the aggrieved person may then appeal the issue to the Board of Education. The appeal must be filed within five (5) days of receipt of the report from the Superintendent (or designee). This appeal shall include a copy of the decisions rendered at Level Two and Level Three, and the grounds for regarding the decision and the report unacceptable, and the requested remedy.

B. Appeal at this Level shall be heard by the Board within fifteen (15) days of receipt of the appeal. The hearing may be during a regularly scheduled meeting or at a special meeting called by the Board. Written notice of the time and place of the hearing shall

be given by the Board’s designee no later than three (3) days prior to the hearing to the aggrieved person and any party in interest.

C. The Board shall render its decision in writing within ten (10) days after the conclusion of the hearing with copies to the principal or immediate supervisor, the Superintendent. The decision of the Board will be final.

Nondiscrimination Grievance Procedure

Any staff member, student, parent or other citizen of the community who has a complaint or a grievance concerning the condition of his/her status as noted in the policy statement, will first take the matter up with the Principal. It is the duty of the Principal to make a thorough investigation, and if possible, promptly arrive at a settlement or answer, which is mutually agreeable to all parties involved in the complaint or grievance.

Employee Accommodation

An employer may be required, under some circumstances, to accommodate the “known” disability of a qualified employee. The requirement may be triggered by a bona fide request for accommodation by a qualified employee with a disability. Decisions regarding specific requests for disability-related accommodations will be considered on an individual basis. This is in recognition that the duty to accommodate, the possibilities for accommodation, and the ability to implement certain accommodations may vary with the individual, the nature of the disability, and the essential functions of the position for which accommodation is sought. Individuals seeking accommodation should be prepared to recommend specific accommodations and to explain the relationship between the accommodation requested and the individual’s disability. Correspondingly, the District, using an interactive process, will consider the employee’s request for accommodation, the essential functions of the employee’s position, suggestions for accommodation that may come from other sources, and other relevant information – in identifying and planning for reasonable accommodation(s) or in determining that no reasonable accommodation is available.

Reasonable Accommodation

Reasonable accommodation is any modification or adjustment to a job or the work environment that will enable a qualified applicant or employee with a disability to perform essential job functions. Reasonable accommodation also includes adjustments to assure that a qualified individual with a disability has the same rights and privileges in employment as non-disabled employees.

1. The School District has adopted a “Nondiscrimination Policy” setting out its commitment to nondiscrimination in relation to race, religion, gender, age, national origin, disability, and other human differences. Any staff member, student, parent or other citizen of the community who has a complaint or grievance concerning discrimination, as referenced in the School District’s policy of nondiscrimination, shall be entitled to file a grievance in accordance with this procedure.

2. The staff member or student with a grievance alleging discrimination should present the grievance to the principal, in the case of a student, and to the immediate supervisor in the case of a staff member. In the event that the allegation of discrimination involves the student's principal or the staff member's supervisor – the student or staff member shall be permitted to present the grievance to the District's ADA Compliance Officer. The identity of this individual can be obtained by phoning the office of the Superintendent of Schools. Should the grievance alleging discrimination involve the Compliance Officer, the student or staff member shall present the grievance to an Executive Director.

3. Parents and other school patrons shall, likewise, be permitted to file grievances alleging discrimination as defined in the School District's nondiscrimination policy. Grievances, alleging discrimination, should be submitted to the District's ADA Compliance Officer. The identity of this individual is available by contacting the Superintendent's office. If the parent or school patron has a complaint of discrimination that involves the actions or behavior of the Compliance Officer, the individual may forego filing the grievance with the Compliance Officer and may, instead, file the grievance directly with an Assistant Superintendent.

4. All grievances alleging disability, whether from a staff member, student, parent, or patron, shall be presented in writing or in the case of an individual with a disability affecting the capacity to present a written grievance, in an alternative form sufficient to identify for the District the nature of the grievance and the relevant facts explaining the grievance.

5. The grievance shall be promptly investigated by appropriate representatives of the School District. The individual filing the grievance shall be notified of the time in which the District expects to make a written response to the grievance. The time period shall not exceed 20 calendar days and the District shall make every reasonable effort to respond in less time in those cases where an extensive investigation, to permit an informed response, is necessary. The District's response shall include its recommendation for resolving the grievance in those instances where the recommendation reveals corrective action appropriate.

6. Under no circumstances shall an individual, accused of discrimination by a grievant, be involved in the investigation of the grievance nor shall any such individual have contact with the grievant, regarding the subject matter of the grievance, while the grievance is pending. Similarly, no individual submitting a grievance to any School District representative shall be subjected to retaliation because of his or her grievance. A claim of retaliation shall be made in the same manner and utilizing the same procedure as provided in this policy.

7. If a mutually agreeable settlement of the grievance is not reached as a result of the preliminary investigation and recommendation, the grievance shall be referred to an Assistant Superintendent of the School District. The assigned Assistant Superintendent shall be an individual who is not the subject matter of the grievance and who has not previously been involved in the investigation appropriate in light of the grievance and its specific charges and, if deemed necessary, may conduct a hearing with respect to the grievance.

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8. The Assistant Superintendent may adopt the recommendation made previously with respect to the grievance or may submit a new report of the investigation and recommendations. The decision of the Assistant Superintendent shall be issued within 10 workdays of his or her receipt of the notice of appeal of the recommendation(s) made below. A copy of the decision and any recommendations shall be furnished to the grievant with a copy to the Superintendent.

9. An individual filing a grievance alleging discrimination shall not be refused an opportunity to either file a grievance or to have the grievance fully investigated because of any failure by the individual to state that the grievance is submitted pursuant to the District's Nondiscrimination Grievance Procedure. In such cases where it is apparent that the individual's intent is to bring to the District's attention a claim of discrimination, the employee's written complaint shall be treated as a grievance arising under this procedure.

10. The grievance procedure related to claims of discrimination does not and is not intended to displace rights which arise under federal or state law related to claims of discrimination against an employer.

Pay Periods for New Employees

Pay periods for all newly hired employees shall be adjusted to provide for the first pay check on the first Friday of each September, and a second pay check on the regularly scheduled pay date. Each September payment shall be based on one-half of the first month's salary. Thereafter, salary payments shall be made on the same schedule as for other certified employees.

To qualify for this early payment, the newly hired employee must submit all required paperwork to Human Resources in time for HR to notify Payroll at least two weeks before the first pay date in September each year. (1998)

Vacation Policy

All employees must utilize earned vacation each year. Upon retirement or termination, persons having unused vacation time earned during their final two years of employment are eligible to be reimbursed for such vacation.

A. Employees Covered

This policy provides annual vacation with pay to those employees assigned to twelve-month positions.

All twelve-month certificated employees shall be expected to observe the total annual days enumerated by the Board of Education. This shall include high school principals.

B. Effective Date

The effective date of this policy was fiscal year 1970-1971.

C. Vacation Days Not Used

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Vacation days will not accumulate beyond 2 years.

D. Vacation Schedule

TWELVE-MONTH CERTIFICATED EMPLOYEES

Years of Service Completed in TPS	Annual Days of Paid Vacation
1	20
= 1.67 days per month for four (4) weeks.	

E. Vacation Year

A full year of service is from July 1 through June 30. Employees shall be eligible for the next higher vacation step on June 30 of the year in which they complete the required number of years of service. In effect, an individual employed after July 15 may work some months longer than the scheduled years before reaching the next higher vacation step.

F. Creditable Years of Service

Service need not be consecutive. All full years (July 1 to June 30) of service as a contract, full-time employee of the Tulsa Public Schools will count toward vacation increments.

G. Holiday Schedule

<u>Labor Day</u>	<u>Thanksgiving</u>	<u>Winter Vacation</u>
<u>Martin Luther King's Birthday</u>	<u>President's Day</u>	<u>Spring Vacation</u>
<u>Memorial Day</u>		

If any additional days are missed due to inclement weather, the school year will be adjusted appropriately. (Revised 04-19-04)

Teacher Work Year

The teacher work year shall consist of 183 days, 177 days of instruction, 5 days for professional development, and 1 teacher work day. One of the professional development days will be the OEA day. No meetings or professional development will be scheduled on the designated teacher work day. A minimum of one professional development day will be scheduled prior to the designated teacher work day. The designated teacher work day will be scheduled on the day prior to the student start date. (2008)

Rates of Pay for Special Assignments 2007-2008

Many supplemental functions performed by certified employees do not qualify for extra pay. However, the District and TCTA have agreed that designated special assignments will qualify for additional supplemental pay in accordance with the schedule below. Pay for a special assignment is not included in basic contract salaries. The schedule identifies the rate of pay applicable when a corresponding position is established at a site. Sites are not required to have all positions identified. The necessity for a special assignment shall be decided at the site level based on factors identified by the site.

	Annual Rate
Academic Bowl Coach, Middle School.....	\$1,145.00
Academic Bowl Coach, High School.....	\$3,434.00
Assembly Coordinator, Middle School.....	\$1,109.00
Assembly Coordinator, High School.....	\$1,109.00
Breakfast Program Supervisor.....	\$1,502.00
Building Site Test Coordinator.....	\$1,000.00
Bus Duty (Early Arrival/Late Departure).....	\$1,831.00
Community School Principal.....	\$1,109.00
Competitive Speech.....	\$2,060.00
Class Sponsor - Freshman.....	\$1,295.00
Class Sponsor - Sophomore.....	\$1,295.00
Class Sponsor - Junior.....	\$1,295.00
Class Sponsor -Senior.....	\$1,664.00
Department Chairperson (Minimum).....	\$ 357.00
Department Chairperson (Split Maximum).....	\$1,849.00
Dietitian, Supervisor.....	\$1,860.00
Double Section (1) - 1/8.....	\$ 687.00
Double Section (2) - 1/4.....	\$ 916.00
Double Section (3) - 3/8.....	\$1,145.00
Double Section (4) - 1/2.....	\$1,373.00
Double Section (5) - 5/8.....	\$1,602.00
Double Section (6) - 3/4.....	\$1,831.00
Double Section (7) - 7/8.....	\$2,060.00
Double Section (8) - 8/8.....	\$2,289.00
Drama High School.....	\$2,060.00
Drama Middle School.....	\$1,373.00
Elementary School Allocation Special Duties.....	\$1,145.00
Elementary Special Education Lead**.....	\$1,050.00
**Applies to elementary schools with 3 or more special education sections	
Future Teachers of American Sponsor, High School.....	\$1,500.00
Home Base Advisory Coordinator.....	\$1,109.00
ID Team Leader, Middle School (Minimum)	\$ 357.00
(Maximum).....	\$1,849.00
Intramural (1).....	\$1,109.00
Intramural (2).....	\$ 554.00
Intramural (3).....	\$ 370.00

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Intramural (4).....	\$ 277.00
MS Hub Monitors	\$1,580.00
National/State Honor Society Affiliate Sponsor.....	\$ 925.00
Newspaper Sponsor, Elementary.....	\$ 462.00
Newspaper Sponsor, Middle School.....	\$ 687.00
Newspaper Sponsor, High School.....	\$ 925.00
Safety Patrol Sponsor, Elementary.....	\$ 554.00
Site Technology Contact (Formerly Audio-Visual - Elem., Middle & H.S. Schools with less than or equal to 400 Students.....	\$1,373.00
Schools 401 to 700 Students.....	\$1,717.00
Schools with more than 700 Students.....	\$2,060.00
Stagecraft, Middle School.....	\$ 925.00
Stagecraft, High School.....	\$1,109.00
Student Council Sponsor, Elementary.....	\$ 554.00
Student Council Sponsor, Middle School.....	\$1,109.00
Student Council Sponsor, High School.....	\$1,479.00
Teacher-In-Charge, Elementary.....	\$1,145.00
Team Leader.....	\$1,849.00
Treasurer, Elementary, High School.....	\$1,488.00
Treasurer, Middle School.....	\$2,861.00
Treasurer, Non-Certificated High School.....	\$1,000.00
Vocal Music, High School.....	\$1,717.00
Yearbook Sponsor, Middle School.....	\$ 998.00
Yearbook Sponsor, High School.....	\$1,502.00

Special Assignments Requiring Certification

	Annual Rate
Counselor, Elementary.....	\$1,831.00
Counselor, Middle School - Ext. 5 days*.....	\$1,831.00
Counselor, Senior High - Ext. 10 days*.....	\$1,831.00
Counselor, Vocational Education.....	\$1,831.00
Guidance Dean, Middle School - Ext. 5 days*.....	\$2,175.00
Guidance Dean, High School - Ext. 10 days*.....	\$2,403.00
Instructional Media Specialist, High School - Ext. 5 days*.....	\$ 925.00
Instrumental Music Assistant, High School.....	\$1,572.00
Instrumental Music, High School.....	\$6,353.00
Instrumental Music, 1/2 High School.....	\$ 962.00
Instrumental Music, Middle School.....	\$1,145.00
JROTC certified.....	\$1,664.00
Leadership (Middle School JROTC)...Ext. 10 days*.....	\$1,664.00
Librarian – Middle & High School Ext. 5 days*.....	\$ 925.00
Multischool Librarian.....	\$1,849.00
Nurse, - Supervisor.....	\$1,849.00
Psychologist I	\$5,093.00
Psychometrist.....	\$3,413.00
Special Education.....	5% of Salary
Speech Pathologist w/”C’s Certification of Clinical Competence”.....	\$5,000.00
Vocational Education, Full-Time -Ext. 1 month.....	\$2,000.00
Vocational Education, District Paid.....	\$ 289.00

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Vocational Education, Perkins Fund.....	\$2,000.00
Alternative Education	5% of Salary

*Extended Time Pay is determined by Daily Rate and listed as a separate pay item.

Athletic Coaching Assignments

Athletic Director - Ext. 5 days*.....	\$4,006.00
Athletic Director Middle School.....	\$1,575.00
Baseball, Head.....	\$2,667.00
Baseball, Assistant.....	\$1,387.00
Basketball, Head - Boys/Girls	\$5,152.00
Basketball, Assistant - Boys/Girls.....	\$2,577.00
Basketball, Ninth Grade Coach, Boys/Girls.....	\$2,119.00
Basketball, Boys/Girls (6 th).....	\$1,145.00
Basketball, Boys/Girls (7 th).....	\$1,145.00
Basketball, Boys/Girls (8).....	\$1,145.00
Cheerleading Sponsor – High School	\$2,861.00
Cheerleading Sponsor – Middle School	\$2,060.00
Cross Country, Head – Boys/Girls.....	\$1,008.00
Cross Country – Assistant Boys/Girls	\$ 504.00
Football, Head - Ext. 5 days*.....	\$6,671.00
Football, Assistant -	\$3,335.00
Football, Ninth Grade Coach	\$2,877.00
Football, Head, Middle School.....	\$2,289.00
Football, Assistant, Middle School.....	\$1,373.00
Golf, Head – Boys/Girls.....	\$ 713.00
Golf, Assistant – Boys/Girls	\$ 357.00
Pompon Sponsor – High School	\$2,289.00
Soccer, Head - Boys/Girls.....	\$2,171.00
Soccer, Assistant.....	\$1,202.00
Softball, Head	\$2,667.00
Softball, Assistant.....	\$1,387.00
Swimming, Head – Boys/Girls	\$1,291.00
Swimming, Assistant – Boys/Girls	\$ 696.00
Tennis, Head - Boys/Girls.....	\$ 713.00
Tennis, Assistant – Boys/Girls	\$ 357.00
Track, Head - Boys/Girls.....	\$2,400.00
Track, Assistant - Boys/Girls.....	\$1,200.00
Volleyball, Head – Boys/Girls.....	\$2,171.00
Volleyball, Assistant – Boys/Girls.....	\$1,202.00
Volleyball, Girls Middle School.....	\$1,602.00
Wrestling, Head.....	\$4,285.00
Wrestling, Assistant.....	\$2,142.00

The notation of "Boys/Girls" indicates that the particular sport has a boys' team and a girls' team. Accordingly, a coach will be designated for each team and each coach shall be entitled to the rate of pay listed on the schedule.

*Extended Time Pay determined by daily rate.

TULSA PUBLIC SCHOOLS SALARY SCHEDULE 2007 - 2008					
STEP	BACHELOR'S	MASTER'S	MASTER'S PLUS 30	MASTER'S PLUS 60	PhD
0	\$ 32,900	\$ 33,956	\$ 34,964	\$ 36,005	\$ 37,105
1	\$ 33,300	\$ 34,366	\$ 35,384	\$ 36,605	\$ 37,705
2	\$ 33,700	\$ 34,776	\$ 35,794	\$ 37,015	\$ 38,115
3	\$ 34,100	\$ 35,176	\$ 36,194	\$ 37,415	\$ 38,515
4	\$ 34,500	\$ 35,576	\$ 36,694	\$ 37,825	\$ 38,925
5	\$ 34,900	\$ 35,976	\$ 37,094	\$ 38,235	\$ 39,335
6	\$ 35,300	\$ 36,376	\$ 37,494	\$ 38,635	\$ 39,735
7	\$ 35,700	\$ 36,796	\$ 37,914	\$ 39,045	\$ 40,145
8	\$ 36,300	\$ 37,406	\$ 38,524	\$ 39,645	\$ 40,745
9	\$ 36,800	\$ 37,916	\$ 39,034	\$ 40,155	\$ 41,255
10	\$ 37,200	\$ 38,326	\$ 39,444	\$ 40,555	\$ 41,655
11	\$ 37,610	\$ 38,986	\$ 40,614	\$ 42,255	\$ 43,335
12	\$ 38,020	\$ 39,476	\$ 41,114	\$ 42,725	\$ 43,825
13	\$ 38,660	\$ 40,286	\$ 41,914	\$ 43,545	\$ 44,645
14	\$ 39,370	\$ 41,206	\$ 42,834	\$ 44,455	\$ 45,555
15	\$ 40,190	\$ 42,216	\$ 43,844	\$ 45,475	\$ 46,575
16	\$ 40,800	\$ 42,936	\$ 44,864	\$ 46,485	\$ 47,585
17	\$ 42,220	\$ 44,406	\$ 46,434	\$ 48,085	\$ 49,161
18	\$ 43,430	\$ 45,016	\$ 47,154	\$ 48,785	\$ 49,881
19	\$ 43,930	\$ 45,526	\$ 47,714	\$ 49,335	\$ 50,441
20		\$ 46,736	\$ 48,374	\$ 49,995	\$ 51,101
21		\$ 47,236	\$ 49,134	\$ 50,755	\$ 51,861
22			\$ 50,344	\$ 51,975	\$ 53,071
23			\$ 50,844	\$ 52,475	\$ 53,571

Note: The School District’s existing agreement provides a career increment in the amount of \$1000.00 after 20, 25, 30, 34, 37 years of creditable service.

Beginning with the 1995-96 school year, teachers who complete their 20, 25, 30, 34, 37 years of service during the first semester will move to the appropriate career increment for the second semester. The salary adjustment will be one-half the amount indicated for the yearly career increment.

* Schedule 183 contract days

USE OF ALCOHOL AND ILLEGAL CHEMICAL SUBSTANCE BY EMPLOYEES

TESTING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

(OTHER THAN BUS DRIVERS)

The District, with the intent all employees have notice and knowledge of the ramifications concerning alcohol or illegal chemical substance use, possession, purchase, sale or distribution when the employee is on duty or on school property, or while attending a school event does hereby adopt the following on testing employees and applicants for employment (other than bus drivers) with regard to the use of alcohol and illegal chemical substances.

Definitions

Alcohol -- Ethyl alcohol or ethanol.

Bus Driver -- A District employee required to have a commercial driver's license (CDL) to perform the employee's duties; employees of independent contractors required to have a CDL; owner-operators; leased drivers; and occasional drivers.

Conditional Offer of Employment -- An offer of employment conditioned, among other conditions, on a negative illegal chemical use test.

Confirmation Test -- An alcohol or illegal chemical substance test on a sample to substantiate the result of a prior illegal chemical substance or alcohol test on the same sample and uses different chemical principles and is of equal or greater accuracy than the prior alcohol or illegal chemical substance test.

District Property -- Any property owned, leased or rented by the District, including, but not limited to, school buildings, parking lots and motor vehicles.

Drug or Alcohol Test -- A chemical test administered for the purpose of determining the presence or absence of alcohol or illegal chemical substances or their metabolites in a person's blood, bodily tissue, fluids, products, urine, breath or hair.

Illegal Chemical Substances "Drugs" -- Any substances an individual may not sell, possess, use, distribute or purchase under either federal or Oklahoma law. "Illegal chemical substance" includes, but is not limited to, all scheduled drugs as defined by the Oklahoma Uniform Controlled Dangerous Substance Act, all prescription drugs obtained without authorization, and all prescribed drugs and over-the-counter drugs being used for an abusive purpose.

By way of example only, the "illegal chemical substances" for which employees will be tested are: amphetamines; cannabinoids; marijuana; cocaine (crack); phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or any metabolite of any of these substances.

On Duty -- Any time an employee is acting in an official capacity for the District or performing tasks within the employee's job description, including taking of an annual physical examination.

Positive -- When referring to an alcohol or drug use test administered under this policy means a toxicological test result considered to demonstrate the presence of an illegal chemical substance or the metabolites thereof using the cutoff standards or levels determined by the State Board of Health, or in the absence of such State Board of Health or in the absence of such State Board cutoff levels, the cutoff levels customarily established by the testing laboratory administering the drug use test.

Reasonable Suspicion -- A belief that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

A. Observable phenomena, such as:

1. The physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty.
 2. The direct observation of drug or alcohol use while at work or on duty.
- B. A report of drug or alcohol use while at work or on duty, provided by reliable and credible sources, and has been independently corroborated.
- C. Evidence an individual has tampered with a drug or alcohol test during his employment with the District.
- D. Evidence an employee is involved in the use, possession, sale, solicitation or transfer of drugs while on duty or while on District's premises or operating the District's vehicles, machinery or equipment.

Sample -- Tissue, fluid or product of the human body capable of revealing the presence of alcohol or illegal chemical substances in the human body.

Under the Influence -- Any employee of the District or applicant for employment with the District having alcohol or illegal chemical substances or the metabolites thereof present in the employee's body in any amount considered to be 'positive' for drug or drug metabolites using any scientifically substantiated drug or drug use screen test and drug use confirmation test.

To the extent not specifically defined herein, the definition of any term, word or phrase found in this policy shall be as set forth in the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Procedures for Alcohol or Illegal Chemical Substance Testing

Any alcohol or drug use test administered under the terms of this policy will be administered by or at the direction of a professional laboratory licensed by the Oklahoma State Department of Health. The professional laboratory shall be required to have detailed written specifications to assure chain of custody of the samples, proper labeling, proper laboratory control and scientific testing. All aspects of the alcohol and drug use testing program, including the taking of samples, will be conducted so as to safeguard the personal and privacy rights of applicants and employees to the maximum degree possible and shall be conducted under reasonable sanitary conditions. The test sample shall be obtained in a manner minimizing its intrusiveness.

In the case of urine samples, the samples must be collected in a restroom or other private facility behind a closed stall. A sample shall be collected in sufficient quantity for splitting into two separate samples, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of a challenge of the test results of the main sample. The test monitor shall not observe any employee or applicant while the sample is being produced, but the test monitor may be present outside the stall to listen for the normal sounds of urination in order to guard against tampered samples and to ensure an accurate chain of custody. The test monitor may verify the normal warmth and appearance of the sample. If at any time during the testing procedure, the test monitor has reason to believe or suspect employee/applicant is tampering with the sample, the test monitor may stop the procedure and inform the test coordinator. The test monitor shall be of the same gender as the applicant/employee giving the sample.

The test monitor shall give each employee or applicant a form on which the employee or applicant may, but shall not be required to, list any medications taken, or any other legitimate reasons for his/her having been in recent contact with alcohol or illegal chemical substances.

If the initial drug use test is positive for the presence of an illegal chemical substance or the metabolites thereof, the initial test result will be subject to confirmation by a second and different test of the same sample. The second test will use the gas chromatography/mass spectroscopy technique, or an equivalent scientifically accepted method of equal or greater accuracy as approved by rules of the State Board of Health, at the cutoff levels determined by Board rules. An applicant for employment will not be denied employment or an employee will not be subject to disciplinary procedures unless the second test is positive for the presence of illegal chemical substances or the metabolites thereof.

If an initial alcohol use test is positive for the presence of alcohol, the initial test result will be subject to confirmation by a second and different test using any scientifically accepted method approved by rules of the State Board of Health, at the cutoff levels determined by Board rules.

Upon written request, the applicant for employment or the employee will be furnished with a free copy of all test results performed under this policy. All test records and results will be confidential and kept in files separate from the employee or applicant's personnel records.

Any applicant for employment or employee subject to disciplinary action as a result of being under the influence of alcohol or an illegal chemical substance, as and for an appeal procedure, will be given a reasonable opportunity, in confidence, to explain or rebut the alcohol or drug use test results. If the applicant or employee alleges positive test results are caused by other than consumption of alcohol or an illegal chemical substance, then the applicant or employee will be given an opportunity to present evidence the positive test result was produced by other than consumption of alcohol or an illegal chemical substance. The District will rely on the opinion of the District's laboratory performing the tests in order to determine whether the positive test result was produced by other than consumption of alcohol or an illegal chemical substance.

In the case of drug use testing, the employee or applicant will have a right to have a second gas chromatography/mass spectroscopy test performed on the same test sample at the expense of the employee or applicant. In the case of alcohol testing, the employee or applicant will have a right to have a second test performed on the same test sample using any scientifically accepted method approved by rules of the State Board of Health, at the cutoff levels determined by Board rules. The request for the second test must be made within 30 days after the date the positive test result is communicated to the employee or applicant and subject to the approval by the District's consulting laboratory: (1) the facility selected by the applicant or employee for the second test, meets the qualifications required for a testing facility under the Oklahoma Standards for Workplace Drug and Alcohol Testing Act; and (2) the testing methodology used by the facility selected by the employee or applicant conforms to scientifically accepted analytical methods and procedures, including the cutoff levels, as determined by the State Board of Health. If the retesting reverses the findings of the challenged positive result, the District will reimburse the applicant or employee for the costs of the retest. A proper chain of custody shall be maintained at all times in transmitting the sample to and from a second laboratory.

The laboratory reports and results of alcohol and drug use testing will be maintained on a confidential basis, except as otherwise required by law. The laboratory performing alcohol or drug use tests for the District will not report on or disclose to the District any physical or mental condition affecting an employee or employment applicant may be discovered in the examination of a sample other than the presence of alcohol or illegal chemical substances or the metabolites thereof. The use of samples to test for any other substances will not be permitted.

Employee Alcohol and Drug Use Tests -- When Required

Any employee whose behavior while on duty creates a reasonable individualized suspicion the employee is under the influence of alcohol or an illegal chemical substance will be required to take an alcohol and/or drug use test.

When the District has a reasonable suspicion an employee or other person has sustained a work related injury or the District's property has been damaged as a direct result of the employee's use of alcohol or drugs, alcohol and/or drug use, testing will be required.

Drug use and/or alcohol testing of school vehicle mechanics and employees engaging in activities directly affecting the safety of others will be conducted on a random selection basis. The term "random selection basis" means a mechanism for selecting employees for alcohol and/or drug testing:

- Resulting in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected.
- Not giving the District discretion to waive the selection of any employee selected under the mechanism.

Following a confirmed positive test or following participation in an alcohol or drug dependency treatment program under any benefit plan or at the request of the District, the District may request or require an employee to undergo alcohol or drug testing without prior notice for a period of up to two years, commencing with the employee's return to work.

The staff will designate by administrative action the categories of employees whose job duties directly affect the safety of others. The term shall include students, other employees and members of the public.

Any employee refusing to take an alcohol or drug use test when so required under the provisions of this policy will be deemed to have committed an act of insubordination or willful neglect of duty. The act will be the basis for disciplinary action, including termination.

Employee Use, Sale, Possession, Distribution, Purchase or Being Under the Influence of Alcohol or Illegal Chemical Substances

Any employee possessing, using, distributing, purchasing, selling or is confirmed by alcohol or drug use tests to be under the influence (as defined by this policy) of alcohol or an illegal chemical substance while on duty, while on school property or as a result of alcohol or drug use tests conducted under this policy, will be subject to disciplinary action, including termination.

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Drug Use Tests of Applicants for Employment -- When Required

All applicants for employment will be required to submit to drug use testing after a conditional offer of employment has been made to the applicant. All applicants will be notified drug use testing will occur if they are offered a conditional offer of employment. Any applicant refusing to submit to a drug use test after a conditional offer of employment will not be hired.

Applicants Under the Influence of an Illegal Chemical Substance

Any applicant confirmed by drug use tests to be under the influence (as defined by this policy) of alcohol or an illegal chemical substance will not be hired.

Person Authorized to Order Alcohol or Drug Testing

The following persons have the authority to require alcohol or drug use testing of employees under this policy:

- The Superintendent of Schools.
- Any employee designated for such purposes by the Superintendent or the School Board.

Circulation of Policy

This policy shall be given broad circulation to all employees and shall include prominent posting at various places in the District. Each employee shall be given a copy of this policy at the beginning of each school year and each applicant shall be given a copy of this policy upon the tender of a conditional offer of employment.

The Standards for Workplace Drug and Alcohol Testing Act

This policy is subject to and supplemented by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act (the "Act"). To the extent any provision of this policy is in contravention to the Act, then the Act shall control. To the extent this policy is silent as to any matter covered by the Act, the Act shall control. This policy shall be interpreted by the Board of the District and its employees consistent with the Act.

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Legal References: Oklahoma Criminal Laws, Sec. 2-418 and 2-419
Oklahoma State Department of Education Drug
Prevention Program Certification P.L. 101-226
Standards for Workplace Drug and Alcohol Testing Act
Title 40 O.S., 551 (Supp. 1993)

