# ABSENCES and LEAVES

## Absences and Leave

Independent School District No. 1 of Tulsa County, Oklahoma (the District), provides for days off of work connected with illness, for 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 the District are strongly endorsed by the District 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.

A teacher 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. Teachers desiring or requested to be absent should make a request in accordance with the established procedures. All absences under these conditions should be reported on the proper payroll.

#### Absence Arrangements Made in Advance

- 1. Teachers and/or certified employees using Aesop must arrange with principals for absences that may be set up in advance. These must be reported to Aesop as far in advance as possible.
- 2. Absences, regardless of reasons, must be reported to Aesop (including professional development).

#### **Reporting an Absence**

- 1. Certified staff is required to report all absences directly to the Aesop System by phone or via the internet. Some site administrators may require teachers to notify his or her site as well as Aesop. The Aesop service will be available to report an absence 24 hours a day, 7 days a week. To maximize the functionality of Aesop, all absences should be reported as soon as possible.
- 2. Morning absence report deadlines vary from site to site. Generally this time is one hour prior to the start of the school day. Please check with your site administrator for exact times for your building. You will be prompted by the Aesop system if it is too late to report the absence.
- 3. If, for any reason, an employee is unable to report an absence into Aesop in accordance with the time set by their site administrator, the site administrator may, in lieu of the teacher, report the absence to Aesop.
- 4. All absences must be reported in Aesop. When calling Aesop or accessing Aesop through the web, the teacher should be prepared to enter the following information:
  - a. Your ID number, which is your TPS payroll ID# preceded by five zeros (i.e. 0000012345).
  - b. Your Pin (the last five digits of your social security number).

- c. The date and times of the absence.
- d. The reason for the absence.
- e. Whether or not a substitute is required.
- f. Any special instructions for the substitute, such as field trips, special needs, etc. This can be added to sub notes when entering the absence.

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 increase the likelihood of having the same substitute for all days of the absence. When reporting an absence, always wait for the CONFIRMATION NUMBER before terminating the phone call or closing your internet browser window. Your absence transaction is not complete until you receive the confirmation number.

Teachers shall be required to report all absences directly to the building principal or his/her designee. If the teacher's supervisor is a person other than the building principal, then the teacher's absence shall be reported to that individual. Each principal or supervisor shall furnish certified staff members with a written statement of the building administration's requirements for the reporting of leave. At a minimum these instructions shall specify who to contact in the event of any absence and one or more alternative contacts such as an assistant principal or the building secretary. The notice shall also specify that in the event none of the individuals designated can be reached the teacher shall phone the substitute office regarding his or her absence.

Teachers shall report an absence as soon as possible following recognition that he/she will be unable to report to work or will be tardy in reporting to work.

Teachers are required to notify the principal or his/her designee of an absence or absences. Additionally, teachers are responsible for notifying the principal (or designee) of the anticipated length of an absence. A teacher must notify the principal as soon as his/her return date is known. A substitute will be retained unless the principal or his/her designee is notified by 2:00 p.m. the last school day prior to the intended return date. In the event a teacher fails to notify the principal of an intent to return to work and the teacher and the substitute report on the same day for assignment, the teacher is subject to the loss of a minimum of one-half (1/2) day of substitute deduct pay.

Teachers requesting an absence for a personal day must notify his or her supervisor and enter the absence request into Aesop at least 24 hours in advance of the absence for administrative approval whenever possible.

# Sick Leave Days

The District shall annually provide ten (10) paid sick days to each ten (10) month teacher. The right to those days vests at the beginning of the school year. Full-time twelve (12) month teachers qualify for twelve (12) paid days. Unused sick days accumulate from year to year as long as the teacher remains continuously employed by the District. 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 teacher is absent for covered reasons.

If, after exhausting all sick days provided above, a teacher is absent from his/her duties due to personal accidental injury, illness or pregnancy, the teacher 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 teacher 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 teacher cannot avoid making medical or dental appointments on work time, the teacher may use sick days for this purpose.

#### Abuse of Sick Leave

A teacher 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 teacher has been released by his/her physician to return.

A teacher 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 Capital, any of the following:

A physician's statement affirmed by the teacher;

- 1. The teacher's statement reviewed by the Principal or immediate supervisor;
- 2. 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 Capital; (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.

#### Sick Leave

A teacher may use accumulated sick leave for personal illness, or illness or death in the immediate family. A teacher shall not be discouraged from exercising his/her legal right to use personal leave or legitimate sick leave.

Written Request – A written request is not required.

Prior Approval – Prior approval is not required.

#### **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).

# Military Leave

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

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

### **Temporary Leave – Legal Proceedings**

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

Written Request - Written request must be submitted to Human Capital after initialed by the principal.

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

### Full Pay Deduct

Should it become necessary for a teacher to be absent for any reason not applicable or approved according to the Board of Education policies for granting leave beyond the number of working days for which sick leave benefits are provided, for each day of absence there shall be deducted from the teacher's salary the amount of the teacher'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 Capital Officer.

Prior Approval - Prior approval must be obtained from the principal and the Chief Human Capital Officer.

#### Substitute Deduct

Sub deduct of up to twenty (20) school days will also be used when sick leave is exhausted. An amount not to exceed the cost of a substitute teacher shall be deducted from the salary of the regular teacher.

#### **Bereavement**

The District will provide up to five (5) paid leave days to full-time teachers for the death of any immediate family member. This leave is not cumulative or payable on termination. The teacher must notify his/her supervisor prior to taking the leave.

# **Funerals**

Teachers may be allowed to attend the funeral of a fellow faculty member or the member's immediate family without loss of sick leave, pay, or personal days, contingent upon their being able to arrange volunteer class cover from within the building at no cost to the school district.

# Jury Duty

All teachers of the District are encouraged to serve jury duty when summoned. If a teacher who is absent on jury duty needs a substitute, this substitute will be paid by the school district. The teacher will incur no loss of salary.

A teacher 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 teacher 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.

A teacher who is summoned for jury duty and plans to serve should complete an Employee Absence Request Form; secure the principal's/department head's signature, and forward the form and jury summons to the Division for Human Capital 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 and their service rescheduled under the following conditions:

- 1. All teachers 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 normally be excused upon request.
- 4. Teachers 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 District's Superintendent. This determination should be made primarily on the basis of whether a substitute is readily available.

Teachers who desire to be excused from jury service under the foregoing guidelines should submit to Human Capital the Jury Excuse Form which is available on the District's 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 teacher 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 Capital, where the category applicable to the request will be noted on the summons.

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. A teacher is not excused and their service rescheduled until the court has approved the request. The attorney will notify the Division for Human Capital regarding the determination. The Chief Human Capital Officer will then notify the teacher. 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 Capital Officer on the day prior to the reporting day.

The Division for Human Capital 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.

#### Personal Business Days

Each teacher will be provided with five (5) personal leave days. The first three personal days used shall be at no cost to the teacher. The last two days shall be charged to the teacher at a rate of \$50 per day. When possible, the teacher shall notify and obtain the approval of his/her supervisor a minimum of twenty-four (24) hours prior to taking these days. Any personal leave days not used during the school year shall roll into accumulated sick leave days for the upcoming school year. Should a teacher be eligible for retirement and notify the District by close of business on May 1 of their intent to retire, their unused personal days will be applied to sick leave for the year in which they are retiring.

#### **Religious Observance Days**

Teachers may request time off for the purpose of religious observance and use personal business leave days, if available, or be charged a full day deduct. These days must be approved in advance by the teacher's supervisor. Provided the request meets the criteria stated above, it will not be unreasonably denied.

#### School Business Leave

If the principal or teacher's supervisor determines that a school sponsored activity or professionally related meeting or activity endorsed by the school system requires that the teacher be absent from his or her regularly assigned duties, the teacher 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. Approval must be obtained from the immediate supervisor and attendance at the meeting will be allowed if it will be of benefit to the District. Every effort shall be made to give ten working days' notice prior to the approved absence.

# **Emergency Leave**

Teachers 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 teacher's absence for duties or responsibilities that cannot be handled outside the normal school day. Whenever possible, approval of his/her immediate supervisor or a designee of the Superintendent, prior to taking any leave is required.

# **Extended Leaves of Absence**

Extended leaves of absence without pay may be granted for the reasons stated in this section only after the teacher has been employed by the 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 teachers 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. Teachers requesting an extended leave of absence or renewal of a previously granted extended leave of absence shall submit a written request to Human Capital. Such request shall designate the reason for such leave, and the beginning and ending dates 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 teacher is eliminated during the first calendar year of the extended leave of absence, the teacher shall be returned to a substantially equivalent position.

While on Extended Leave of Absence, a teacher 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.

In granting an extended leave of absence beyond one year or returning from a one-year extended leave of absence under this category the District signifies its intention to reemploy the teacher to a similar position at the end of the leave, provided:

- A. There is an existing vacancy for which the individual is qualified, and
- B. The teacher complies with all requirements of re-employment

# **Extended leaves of absence are granted in the following situations:**

1. Infant Child Care

A teacher 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.

2. <u>Personal Illness</u>

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 that the individual is unable to perform

his/her assigned duties or other gainful employment. Statements to return shall indicate that the teacher 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.

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

If a request for return or for extension of an extended leave of absence has not been submitted in writing to Human Capital Division prior to April 25 each year, the leave of absence will lapse and the individual's employment will be deemed to have terminated. When a regular teacher 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 teacher during the year for which the extended leave is granted. The contract services of the replacement teacher will be designated in each such assignment for termination as of the date the regular teacher is able to return. 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 teacher may be assigned to the position. The purpose of the above regulation is to enable a teacher to be on a leave for one calendar year and return to the same position.

# 3. <u>Caring for Sick Member of Immediate Family</u>

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

# 4. <u>Further Study</u>

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.

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.

# 5. <u>Public Office</u>

Teachers will be granted a leave of absence for up to one year in order to become a candidate for public office. If elected, the teacher 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 teacher will be reinstated at the salary step to which he or she was entitled when leave was granted.

# 6. <u>TCTA President and First Vice President</u>

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.

# 7. <u>Extended Military Leave</u>

A teacher 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 District. This category is not intended to apply where the teacher is ordered to active duty for temporary routine training, summer camp, or similar situations involving active duty of less than 60 days.

# 8. <u>Sabbatical Leave</u>

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.

# 9. Extended Leaves for Reasons Other Than Listed Above

Extended leaves of absence for reasons other than those listed in Sections 1 through 8 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.

# Leave Verification

Each teacher is responsible for completing an appropriate leave form and 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 teacher's supervisor to approve or disapprove the leave. When due to an emergency or other unforeseeable circumstance the teacher 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 teacher's return from leave.

If an extended absence or special circumstances are involved, the teacher 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 teacher 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 teacher and the representation that the teacher 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 teachers are entitled, establish timelines for requesting leave, or specify whether leave requires approval as a condition of leave.

#### Family and Medical Leave

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

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

A teacher may be granted up to twelve weeks of leave [60 work days] 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 teacher.

To qualify for leave under the Act, a teacher must meet the following conditions:

- 1. The teacher must be employed at least one full year by the District;
- 2. The teacher must have worked at least 1,250 hours during the previous twelve month period; and
- 3. The teacher 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 teacher's child, after birth;
- 2. Placement Leave: for adoption or foster care;
- 3. Family leave: To care for teacher's spouse, son, daughter or parent who has a serious health condition; or
- 4. Personal illness: for a serious health condition that makes the teacher unable to perform the teacher's job.

**PLEASE NOTE!** A teacher's accrued vacation, sick and personal days will become a part of the 12-week period for placement leave under the Act; and a teacher'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 teacher must follow the steps below:

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

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

#### Unused Sick Days

Teachers who leave the District for any reason following completion of a minimum of ten (10) years of service to the District 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 teacher shall be remitted to the teacher in a lump sum or the teacher may choose to have the money paid into a tax shelter program. The teacher, 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 teacher shall also assume responsibility for ensuring that the payment, based on accumulated sick days, is eligible for payment into a tax shelter program. The teacher shall indemnify and hold the District harmless for its payment of the money, at the teacher'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 teachers who terminate employment prior to ten (10) years of service, for use in the event the teacher is employed by another District which shall, by operation of law, accept the transfer of all or a part of the teacher's accumulated sick days. In the event a teacher's employment is terminated by reason of death and the teacher was otherwise eligible for payment related to the accumulated sick days, the amount due the teacher shall be paid to the teacher's estate or otherwise in accordance with the applicable law governing the disbursement of funds following death of a teacher.

### Sick Leave Sharing Program

Pursuant to applicable law, the District and the TCTA agree to the following Sick Leave Sharing Program:

Sick leave days may be donated from one District teacher to another within the following guidelines:

1) Permission to receive donations will be granted only for a District teacher who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition that has caused or will cause the teacher to exhaust all accumulated sick leave earned pursuant to law and that has caused or is likely to cause the teacher to take leave without pay or to terminate employment, as determined by the Chief Human Capital Officer or his/her designee.

2) For purposes of this provision, the following definitions apply:

"Relative of the teacher" means a spouse, child, stepchild, grandchild, grandparent, stepparent or parent of the teacher.

<sup>&</sup>lt;sup>1</sup> 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, the District, 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, 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, the District shall note the days accumulated by the employee and shall also report any days for which it has paid the employee.

"Household members" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another, including foster children and legal wards, even if they do not live in the household. This term does not include persons merely sharing the same general house.

"Severe" or "extraordinary" means serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom.

"District teacher" means any full-time certified teacher of the School District.

3) The request for permission to receive donations must be in writing and may be presented to the Chief Human Capital Officer or his/her designee by the District teacher or another teacher (acting with the affected teacher's permission) in his or her behalf. A District teacher may be eligible to receive donations if the Chief Human Capital Officer or his/her designee determines that the teacher meets the criteria described in this provision and the teacher has followed District policies regarding the use of sick leave. To allow the Chief Human Capital Officer or his/her designee to determine whether the teacher meets the criteria described in this policy, the teacher must first submit a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

4) A donee may not use any donated sick leave until his/her sick leave earned pursuant to law has been exhausted. The donee may use donated sick leave only for the purposes specified in this provision.

5) Donated sick leave will be paid at the daily rate of the donee, not the donor. The sick leave received by the donee will be designated as donated sick leave and will be maintained separately from all other sick leave balances.

6) Donated sick leave not used by the donee during an occurrence as determined by the Chief Human Capital Officer or his/her designee shall be returned to the donating teacher. The donated sick leave remaining will be divided among the donors on a prorated basis based on its original donated value, returned at its original donor value and reinstated to the annual leave balance of each donor.

7) The maximum total number of days that may be received as donations by any teacher is one hundred (100) during his/her total District employment. Provided however, in circumstances in which a teacher or a relative of the teacher has a terminal illness in which the teacher or the relative of the teacher is expected to die within the next twelve (12) months, as certified by a medical practitioner to the Chief Human Capital Officer or his/her designee, the teacher may receive up to sixty (60) additional days during the teacher's total District employment for the sole purpose of dealing with the end of life issues faced by the teacher or the teacher's relative. As to a teacher's relative the additional sixty (60) days may be utilized for only one relative.

8) A teacher may donate only days that are earned and accumulated. The donor may donate any amount of sick leave provided the donation does not cause his or her sick leave balance to fall below ten (10) days.

9) Any contribution of sick leave by one teacher to another is strictly voluntary. No teacher shall be coerced, threatened, intimidated or financially induced into donating sick leave under this provision. Each contribution of sick leave must be confirmed in writing by the donor to the office of the Chief Human Capital Officer or his/her designee.

# **COMPENSATION AND FRINGE BENEFITS**

### Salary Schedule

#### See Schedule I

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 State Department of Education (OSDE). Beginning with the 2004-2005 school year, in areas of shortage, as defined by the district's Chief Human Capital Officer or designee, 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 OSDE. In those cases where a teacher is on a higher step than what the state recognizes their step level will not be reduced.

School nurses will receive credit on the salary schedule for all years of experience as a practicing RN.

#### **Recruitment Incentives**

Beginning January 18, 2008, the District will pay a one-time \$2,000 recruitment stipend to teachers accepting employment with the District that are properly certified in the areas listed below and will be teaching in that subject. New teachers who are highly qualified by HOUSSE, but do not have the subject as listed below on their certificate are not eligible for this stipend. Furthermore, former employees will be eligible for the recruitment stipend if they have been gone from the District more than one (1) school year and have not received a recruitment stipend in the past.

The maximum stipend payable to any new employee will be \$2,000. This stipend must be approved annually by the board of education at its July board meeting for the fiscal year in question:

Special Education - certified in special education and one or more core secondary subjects, elementary education or early childhood education

Secondary - Math Analysis (5503, 5550), Algebra (5501, 5550, 5552), Geometry (5511, 5513, 5550, 5552), Calculus (5505, 5550), Trigonometry (5517, 5550), Statistics (5515, 5550), Intermediate Math (5552), Advanced Math (5550)

Secondary Science - Anatomy/Physiology (6001,6050), Biology (6003 or 6050), Botany (6005, 6050), Zoology (6017, 6050), Chemistry (6006), Earth Science (6009), Physical Science (6013, 6015, 6006), Physics (6015)

Foreign Language - French (2003, 3701), German (2005, 3703), Latin (2007, 3705), Russian (2006, 3709), Spanish (2011, 3711), Chinese (provision certification)

#### **Benefit Payout Following Termination of Employment (Insurance)**

July and August fringe 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 District.

#### **Career Increment**

Definition of Creditable Service Requirement.

Career increments for certain creditable service in the District in the amount of \$1,000.00 will be paid. The reference to creditable service for the purpose of calculating the career increment available to teachers after 20, 25, 30, 34, and 37 years of service shall be defined as service in the District plus years of out-of-district service for which the teacher has received credit on the District salary schedule. This definition of creditable service shall apply to those eligible for career increments as of September 1, 1998, and after that date.

#### **Military Service**

Eligible teachers shall receive credit on the salary schedule for military service as permitted by the State Department of Education.

#### **Extra Professional Duties**

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

#### Fringe Benefits

See Relevant Listing and Explanation as to Fringe Benefits in Schedule V.

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

#### Pav Periods for New Teachers

Pay periods for all newly hired teachers 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 teachers.

#### **Date of Issuance of Pay Warrant**

The payday for certificated personnel will be on the twentieth day of each month. Should the twentieth fall on a day when school is not in session or on a legal holiday, the payday for that pay period will be on the last work day before the twentieth.

#### 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 education lane to another on the teachers' salary schedule by moving horizontally to the education lane for which he/she has become eligible.

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

# **EMPLOYMENT**

#### <u>Review of Annual Employment Contracts (Applicable to</u> <u>Members of the Bargaining Unit)</u>

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.

The District will provide all certified teachers with a duplicate copy of their annual contract at the time of signing. Teachers, on temporary contracts, will receive notification of their employment status by May 1.

#### **Change of Name or Address**

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

## New Teacher Certification/Licensing

The procedures for all new teacher candidates are as follows:

- 1. In order to be eligible to be employed by the District, a teacher must be highly qualified for the position for which they are being hired.
- 2. Contracts are not signed or issued until a certificate or license is on file.
- 3. Securing the certificate/license is the teacher's responsibility and a condition of his/her employment.
- 4. 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 allowed by law at the substitute rate of pay.
- 5. 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.
- 6. 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.
- 7. Teacher candidates working on a substitute teacher basis will not be entitled to any fringe benefits during the said period of service.

# **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.

#### **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 teacher 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.

## **Probation of Certificated Personnel**

Any former teacher who returns to a teaching position after having been away for one or more school years following a resignation will begin a new three-year period of probation.

#### **Promotions of 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.
- 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 District may be considered.

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 on the District's internet site, for at least twenty (20) calendar days, exclusive of holidays. Positions may be filled five (5) work days after publication. 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 District's internet site. 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 Capital upon request. Applications for department chairpersonships shall be made in writing to the building principal.

When vacancies occur in promotional positions, those teachers 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.

When there is a vacancy in any special assignment 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.

#### **REDUCTION IN FORCE PROVISIONS CERTIFIED TEACHING PERSONNEL**

(In Force Beginning July 1, 2012, to Implement SB 2033 Terms)

# I. <u>Prompting Oklahoma Legislation</u>

Oklahoma Statutes at Section 6-101.31 of Title 70, provide as follows: - The primary basis used in determining the retention or reassignment of affected teachers and administrators when a school district implements a <u>reduction in force plan</u> shall be the ratings of the teachers and administrators as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6 of this act.

# II. <u>General</u>

- 1. <u>Reasons for a Reduction in Force</u>. Any teacher in the District may be non-reemployed for the following fiscal year when the board decides that due to (a) a financial necessity or (b) a program change or (c) a decline in enrollment or (d) other business inevitability as determined by the board, a reduction in the teaching staff for the following fiscal year is necessary.
- 2. <u>Definitions</u>. For the purpose of this section, the following terms have the stated meanings:
  - a. "Financial necessity" means a reduction in the District's financial resources that in the sole judgment of the board of education will result in a reduction in the District's current or future operating budget.
  - b. "Program change" means any elimination, curtailment or reorganization of a curricular / instructional offering, program or school operation or a reorganization or closing of a school or a consolidation of two or more individual schools or school districts.
  - c. "Declining enrollment" means a decrease in the District's total enrollment or enrollment in a particular program or curricular / instructional offering which in the sole judgment of the board of education may adversely affect the District's current or future funding and/or the necessity of maintaining certain current or future class sections or curricular / instructional offerings.
- 3. <u>Criteria for Eliminating Positions</u>. The primary standard in implementing any reduction in force shall be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the District. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, instructional focus and the unique / multi-dimensional needs of students. Natural attrition will always be used as the first means of reducing the force.

# III. <u>Criteria for Non-reemployment of Teachers</u> <u>in Affected Positions</u>.

For the purpose of Reduction in Force, a three-year average of the Tulsa Model rankings shall be used. The three-year average shall be defined as rankings from the current school year and the two years immediately preceding the current year. If three years' rankings are not available for said years, then the district shall use the most current years available.

- 1. Once a determination has been made as to which positions should be eliminated then the primary basis that will be used in determining which teachers to retain in the affected position(s) will be the Tulsa Model evaluation ranking of the teachers holding such positions as measured (to the nearest hundredth of a decimal point) by the District's Teacher and Leader Effectiveness Evaluation System (TLE). If the rankings of the teachers in the affected positions are identical then the following, in this order, shall control:
  - a. Seniority in the District.
  - b. The number of certifications held.
  - c. Total years of teaching experience.
  - d. A lot drawing made by the Chief Human Capital Officer in the presence of an authorized representative of the TCTA.

# IV. "<u>Bumping" Rights</u>

- 1. Only those teachers who have an average three year Tulsa Model ranking that falls at the effective rating of 2.80 or above will be given bumping rights. If three years of rankings are not available, the district will use an average of available years, as defined in the opening paragraph of Section III. In order to bump, a teacher must be certified in the position they seek to move into and must meet all state and federal requirements necessary to hold that position.
- 2. In the event a teacher eliminated through RIF is certified to hold a position other than the one being eliminated, said teacher may bump another teacher in that position, as long as the teacher has seniority over that person and has an average composite ranking score that is greater than the other teacher as measured to the nearest hundredth of a decimal point.
- 3. If the composite rankings of the teachers in the affected positions are identical then the following, in this order, shall control bumping:
  - a. Seniority in the District (as stated above).
  - b. The number of certifications held.
  - c. Total years of teaching experience.
  - d. A lot drawing made by the Chief Human Capital Officer in the presence of an authorized representative of the TCTA.

# V. Procedures for Reduction in Force

- 1. <u>Action by Superintendent</u>. The superintendent, upon receipt of the board's preliminary determination of the necessity for a reduction in force, or upon the superintendent's own decision, shall submit to the board the superintendent's written recommendations for eliminating particular teaching positions. In making recommendations, the superintendent (a) shall not be limited to considering only positions in the areas or programs designated by the board and (b) shall consult with the deputy superintendent, if any, and each relevant principal and administrator in whose school or unit position elimination is proposed and (c) shall take into consideration the criteria set out herein.
- 2. <u>Action by Board</u>. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation, the board may initiate action without such recommendation provided that it adheres to the other provisions of this Reduction in Force Agreement.
- 3. <u>Notice and Hearing Procedures</u>. Prior to taking any action to non-reemploy a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own decision, the board shall provide written notice and an opportunity for hearing to the affected teacher; provided however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures for teachers other than temporary teachers shall be the same as those provided by Oklahoma law regarding non-reemployment of teachers. Notice of a recommendation of non-reemployment shall be given to the teacher prior to the applicable deadline set by law.
- 4. <u>Board Hearing</u>. At the board hearing, evidence may be presented by the administration and the teacher, as to (a) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the District and (b) whether the recommendation to not renew the specific teacher is being made in good faith under this Reduction in Force Agreement.
- 5. <u>Effect of Board Decision</u>. The decision of the board based on the evidence presented at the hearing shall be final and non-appealable.

# VI. <u>Re-employment or Other Employment after Reduction in Force</u>

1. <u>Recall</u>. For one school year after the effective date of non-reemployment due to a reduction in force, the board of education shall not fill positions eliminated through reduction in force without first offering such positions to the non-reemployed and eligible teachers. In order to be an eligible teacher for recall, the teacher, at the time of the reduction in force, must have had an overall composite evaluation ranking, for the time period used, of at least 2.80 on a scale of 5.00 and be certified and qualified to teach in the open position. Recall shall be in the reverse order of the reduction in force. In the

event one or more teachers eligible for recall are equal in all criteria used in the reduction procedure, the superintendent / superintendent designee shall have authority to select the teacher believed to best fit the needs of the district.

- 2. <u>Recall Procedures</u>. The offer of reemployment shall be made personally and by certified mail, return receipt requested, and the teacher shall be notified in such notice that if the teacher wishes to accept, the teacher must do so in writing within five (5) calendar days of his receipt of notice. It is the responsibility of the teacher to keep full, accurate and current mailing addresses / phone numbers up-to-date with the Human Capital Department of the District. Failure to receive acceptance within five (5) calendar days or rejection of the offer of reemployment eliminates all reemployment rights of the teacher.
- 3. <u>Status after Recall</u>. A career teacher who has been non-reemployed and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed but is then reemployed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

Select Reduction in Force Provisions (Read entire agreement for a review of ALL Provisions)

In Force beginning July 1, 2012	
Reasons:	
Financial necessity	
Program change	
Decline in enrollment	
Other business inevitability	
Initial Criteria:	
Natural attrition first	
NOTE there is no distinction between Probationary and Career under State statute beginning July 1, 2012; therefore, see provisions immediately below that affect ALL teachers.	
Non-reemployment of teachers:	
Positions identified; lowest composite evaluation rating of teacher is first to be RIFFED.	
If ratings are tied, then order of seniority, number of certificates, years teaching, lot drawing.	
Bumping Rights:	
Only teachers at 2.80 or above have rights.	
If tied, then order of seniority, number of certificates, years teaching, lot drawing.	

Recall: On list for one (1) year. Only eligible if 2.80 or higher. Eligible if certified and qualified to teach in the open position (based upon areas of certification, not previous position held prior to RIFFING). Recall in the reverse order of the RIF. Ties result in superintendent's determination of needs of the district.

# **Residency Program**

Every beginning teacher will be assigned a Residency Committee as may be required by law.

# **Resignations**

Any teacher desiring to resign should give to the teacher's principal/supervisor, with a copy to the Chief Human Capital Officer and the Superintendent, written notice at least thirty (30) days prior to the effective date of resignation. All resignations will be referred to the Human Capital Division for immediate processing.

Individuals who have resigned or otherwise terminated from the District may be reemployed, but under the same terms and conditions applicable to any new teacher. Teachers who resign without giving the required notice or following the proper procedures will not be released from the District 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 by the Superintendent and the Board 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. All resignations are irrevocable and may be accepted or rejected by the Superintendent of Schools.

# **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 <u>not</u> 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 teacher evaluations, discipline or termination.
- B. An *aggrieved person* is any certified teacher 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 teacher 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 teachers. 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

- 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 educators 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.
- 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 teacher 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 teacher 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 any party 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 a teacher 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.

# PROFESSIONAL DEVELOPMENT/CONTINUING EDUCATION

#### **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.

### Notice of Professional Development/Training Meetings

Teachers will be given a minimum three-day notice of all professional development/training meetings.

### **Educational Conferences**

Teachers, who attend education conferences at the District's expense, shall, if requested, prepare and 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.

#### **Professional Improvement**

1. Generally, all undergraduate, with their below described requirements, graduate or continuing education courses will be acceptable.

Undergraduate hours allowed for credit will be limited to eighteen (18) on the master's plus 30 scale and an additional eighteen (1\*) on the master's plus 30 scale and an additional eighteen \*1) on the master's plus 60 scale. The limit of eighteen hours will be waived when a certificate in a new area requires more than eighteen (18) hours of undergraduate work for the new certification area.

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

If the appropriate Chief Human Capital Officer or designee determines, 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 to be credited at both the MA+30 and MA+60 levels, additional hours will be approved.

Correspondence/online courses offered by accredited colleges and universities will be evaluated by the District.

# 2. DUPLICATION OF COURSES PREVIOUSLY TAKEN AND CREDITED WILL NOT BE APPROVED.

- 3. 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.
- 4. Continuing Education courses offered by the Oklahoma State Department of Education will be evaluated and considered by the District for salary adjustment.
- 5. Fifteen (15) continuing education hours are equivalent to one credit hour. Furthermore, continuing education hours must be earned after contract hours, weekends or during the summer. Committee meetings, book studies, trade-out and district wide professional development days are examples of hours that would not be considered continuing education. The teacher also cannot have received a stipend for attending the class.
- 6. Tuition for continuing education courses will be charged at the following rate: \$2.00 per continuing education hour. Checks are to be payable to Treasurer, Independent School District Number One.

Tuition may be paid when hours are submitted to the Chief Human Capital Officer or designee, but must be paid in full prior to any salary adjustment. All continuing education courses having any cost to be paid by the District must cover that expense by tuition and/or fees. Continuing education courses that are employee paid outside of the District are not subject to this stipulation.

Changes in salary brought about by obtaining an advanced degree or by obtaining a Masters plus 30 or 60 graduate hours are made only once after the school year begins. A Master's degree counts as Masters plus 30 for programs that go 30 hours beyond the standard master's program. Evidence of the changed status must be on file with the Chief Human Capital Officer or designee by the last day of September. The adjusted salary will be retroactive to the beginning of the school year once the updated teacher's certificate is submitted to Human Capital.

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 of the amount allowed. Evidence must be on file with the Chief Human Capital Officer or designee by the last day of February. Salary adjustments for degree changes will take place after the updated certificate is submitted.

Teachers must notify the Chief Human Capital Officer or designee in writing, and file evidence of any earned change in salary classification by designated due dates.

Inquiries relating to continuing education courses, undergraduate courses, graduate courses, Master's plus 30 or 60 salary adjustments, or accumulated credit must be directed to the Chief Human Capital Officer or designee.

# **STUDENTS**

#### 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.

#### **Pre-Kindergarten Screening and Transition Days**

Teachers of Pre-Kindergarten students will have the first two student instructional days to do screening and transition activities. Students will be scheduled in on a rotational basis for testing.

### **Progress Reports / Report Cards**

Progress reports and report cards will be due on a date established by the District. Teachers will be notified of these dates at the beginning of each year.

At minimum, teachers will record an average of two grades, but no less than one grade, per instructional week. No student should receive a report of failure unless advance notice has been given to the parent(s) or guardian(s). Progress reports must contain notification that excessive absences and/or a grade of D shall be considered notification of unsatisfactory work and, if not improved upon, may lead to failure.

With the exception of the last grading period of the school year, middle and high school teachers will be given three (3) full working days after the end of each grading period for the purpose of calculating and entering grades. For the last grading period of the school year, grades are due on the teachers' last work day. Senior tests will be scheduled at a time that provides teachers with five full working days prior to grades being due.

With the exception of the last nine weeks of the school year, elementary teachers will be given five (5) full working days after the end of each grading period for the purpose of calculating and entering grades. For the last grading period of the school year, elementary teachers will be given five (5) full working days prior to the report card due date established by the District.

# **TEACHER CONDUCT AND EVALUATION**

#### **Right to Representation/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 an issue of concern regarding 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. When scheduling a conference for the purpose of issuing an admonishment, personal development plan, or any discipline document to be placed in the teacher's personnel file, the Administrator shall:

- A. Inform the individual of the specific nature of the subject to be addressed.
- B. Allow for a reasonable amount of time for the individual to secure representation, if desired.

#### **Multiple Measure System of Evaluation**

The multiple measure system/policy of teacher evaluation, designed in collaboration with Tulsa Classroom Teachers Association, is described in Appendix G. As described within Appendix G, a teacher's overall evaluation for the school year shall be comprised of multiple measurers of professional effectiveness – qualitative and quantitative measures. At the conclusion of the school year, the District shall provide each teacher with access to a single report that will communicate that teacher's scores on all available qualitative and quantitative measures. The multiple measure system/policy allows TPS and TCTA flexibility to review and improve the multi-measure system as necessary, especially if there is a change in the state law governing the use and calculation of quantitative measures. The qualitative component of teacher evaluation (the observation based teacher evaluation conducted pursuant to the Tulsa Model and referenced in Appendix G) is described in more detail below.

#### The Oualitative Teacher Evaluation Process

# 1. <u>Statement of Purpose</u>

The purpose of teacher evaluation in the District 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.

# 2. <u>Frequency of Qualitative Evaluation</u>

Tulsa teachers will be observed and evaluated in compliance with the timelines negotiated in the TLE Observation & Evaluation Handbook for Evaluators using the Tulsa Model, (See Section 4. The TLE Observation and Evaluation Process and Timeline.)

A teacher may request a performance evaluation at any time.

# 3. <u>Method of Qualitative Evaluation</u>

The evaluator is to complete the <u>CONFIDENTIAL EVALUATION</u> by rating the teacher's performance on the agreed upon Evaluation Forms attached to this document as Schedule III). Each Ineffective and/or Needs Improvement rating requires that the evaluator complete a Personal Development Plan, specifying what the teacher should do to overcome that particular inadequacy, unless a Goal Setting Form is appropriate and used by the evaluator in accordance with the TLE Observation & Evaluation Handbook for the Evaluators Using the Tulsa Model.

The Personal Development Plan form is intended primarily to supplement the CONFIDENTIAL EVALUATION, as described above. However, if the evaluator observes a single area of ineffective or needs improvement performance that needs immediate correction, the Personal Development Plan may be used to cite the deficiency and give instructions for correcting the problem. Administrators are encouraged, as the performance issues may dictate, to meet informally with a teacher before issuing a Personal Development Plan.

# 4. <u>Personnel Affected</u>

This provision shall apply to all regular employees defined by law as teachers. Teachers on temporary contracts shall be subject to evaluation, but shall not be afforded job rights unless otherwise specified by state law.

# 5. <u>Procedure for Qualitative Evaluation</u>

All observations of the classroom teaching performance of any teacher shall be conducted openly and with the full knowledge of the teacher and all evaluations shall be made by a qualified and certified administrator. Teachers will be provided with a minimum two week period of time during which their observation will be conducted. Notification must be provided no later than the end of the teacher work day, if an observation will be conducted the following day.

No evaluation of any teacher's classroom performance shall be completed and filed unless and until the evaluating administrator 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 that he be observed again. No teacher shall receive adverse comments from any observer in the presence of pupils.

Each teacher shall be given a copy of any written evaluation report intended for his file and shall have the opportunity to discuss such report with the evaluating administrator. After such discussion, the teacher shall sign the report, indicating only that he has read and discussed the evaluation. The teacher's signature does not indicate agreement with the report. The teacher shall have the right to place in his file a response/rebuttal to any written evaluation within twenty (20) work days of receipt of the evaluation. The response/rebuttal shall be attached to the written evaluation. This response/rebuttal shall be submitted by the teacher to the evaluator and Human Capital and signed by the person making the original evaluation, as an acknowledgement that it has been called to his/her attention.

Any adverse evaluation of a teacher's performance placed in his file may be subject to the grievance procedure herein set forth, but only on the ground of bad faith and/or discrimination.

# 6. <u>Procedure for Filing</u>

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

Evaluation records shall be confidential and access to such records shall comply with State and Federal law.

# 7. <u>Provisions for Amendments</u>

The procedures, criteria, instruments, and process of evaluation shall be subject to review and appraisal as required by law and the negotiations process. Any legislative act, State Department ruling, or court decision which makes any part of this provision unlawful will in no way invalidate the rest of this provision.

# 8. <u>Detailed Specifics of the Observation and Evaluation Process</u>

The <u>TLE Observation & Evaluation Handbook for Evaluators using the Tulsa Model</u> and the Rubric/Observation Forms delineate the specific steps, timelines and processes that operationalize the Rubric/Observation/Processes and Feedback/Support components. These processes include the Personal Development Plan and Goal Setting Process/Form and the intensive 2-month feedback and support process which complements and follows the Personal Development Plan for select staff members.

The <u>TLE Observation & Evaluation Handbook for Evaluators using the Tulsa Model</u> and the Rubric/Observation Forms (identified as process components, e.g., Sections 2 through 8) are a part of the Master Contract and subject to the negotiation's process. Said documents are incorporated by reference and will be available on the District website.

Changes, additions and/or deletions to the <u>TLE Observation & Evaluation Handbook for</u> <u>Evaluators using the Tulsa Model</u> and the Rubric/Observation Forms shall follow the established procedures of agreed upon Memorandum of Understanding in process, format and design. If such changes, additions and/or deletions occur during the term of this Contract date/time, identified errata documentation will be attached to the TLE Observation & Evaluation Handbook for Evaluators using the Tulsa Model.

# **Causes for Dismissal or Nonrenewal of Teachers**

Dismissal and nonrenewal of teachers shall be as provided by law.

# Standards of Performance and Conduct for Teachers

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 assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
- 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
- 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.

# **Certified Employee Personnel File**

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

Teachers have the right to respond to disciplinary material placed in the File. The teacher's response must be submitted to the principal or the Chief Human Capital Officer within twenty (20) work days of the date the teacher receives the material. The teacher'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, evaluations, plans of improvement, Personal Development Plan, counseling records, parents/student letters, teacher letters and memos. If, at a future time, the material is removed from the teacher's File, the response will also be removed. In the event an anonymous complaint or accusation is placed in the File, the teacher will be given notice of the complaint/accusation, and will have an opportunity to prepare and attach a response to the complaint/charge.

Upon written request, each teacher shall have the right to review the contents of his file, excepting, however, any confidential references given at the time of his employment or the time of application for promotion. At the teacher's request, a representative of the Association may accompany the teacher in such review. The review shall be made in the presence of the administrator responsible for the safekeeping of such file. A copying machine shall be available for the teacher to make copies of such contents and records as concern his work or himself. The cost of such copies may be charged to the teacher.

A TCTA representative may, at the request of the teacher, review the File with or on behalf of the teacher. If a teacher intends to authorize a person to review or copy his/her File, the teacher must complete and sign a release, which authorizes the holder of the release to review the teacher's File. A release may be obtained, upon request, from the Human Capital Office and shall be valid for three work (3) days following its execution by the teacher.

#### **Removal of Documentation in Personnel File**

Upon written request by an employee, and with approval of the Chief of Human Capital, documentation may be removed from the employee's personnel file.

# **TEACHING ASSIGNMENTS**

#### **Assignment of Teachers**

When changes occur in a teaching assignment or room assignment, the principal or principal's 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, written or email notification will be sent to those teachers required to make changes.

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.

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.

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.

Whenever a teacher is required to change rooms or move to a different building, the District will be responsible for moving furniture, equipment, and other materials and supplies.

#### **Classroom Interferences/Student Discipline**

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.

All visitors to teachers' classrooms must have prior approval of the principal and the teacher.

A pupil will be removed from a classroom by a designated authority when, in the judgment of the teacher and the designated authority, 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.

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.

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) or the student is a special education student, consideration may need to be given to some other remedy, as may be allowed by law.

#### Faculty Discipline Committee

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.

#### **Referral Process**

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.

Students who are removed from class for disciplinary reasons will not be allowed to return to the class where the referral originated until the referring teacher has received notification from a designated authority of such return and the action taken as to the student. This notification will be in writing when possible or, if oral, should be given directly from the authority to the teacher. If a verbal response is given, a written response regarding the disciplinary action taken 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.

#### Suspension Review Committee Appeals

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

#### **Departmental Meetings**

Teachers are expected to attend all departmental meetings of instructional assistance of their subject or grade level unless properly excused. If a teacher finds it impossible to attend a meeting due to illness or an emergency, the principal or teacher should call the coordinator.

When held, district-wide department or grade-level meetings will occur once monthly, normally on the second or fourth Thursday of the month.

#### **Extended School Year for Alternative Education Sites**

It is the desire of the District to extend the number of teacher contract days at the following alternative education sites and/or programs:

Tulsa Met-Lombard MS/HS TRAICE Academy TRAICE Satellites Project ACCEPT Phoenix Rising Hospital Sites A total of five additional contract days, or equivalent hours, will be used for continuing professional development related to the programs. Compensation for the additional days will be based on the daily rate of pay under the current negotiated agreement.

#### 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. Principals should attempt to seek consensus on the most convenient time for a majority of the staff to meet. Meetings may be held before school, or on days other than Monday, if it is determined through consensus that this best meets the needs of the individual site.

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 staff members. The principal will allow sufficient time for teacher concerns to be addressed, and shall allow teachers to submit items, prior to the meeting, for consideration on the agenda.

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.

#### Mandated Attendance at Special Events

Teachers 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 teacher 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.

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

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

#### Cover Pay

No teacher shall be asked to cover a class in the absence of another teacher when a substitute is authorized and available. When a classroom teacher is absent for any reason, and a substitute is not available, a teacher who covers his/her class shall be paid at the lowest rate of pay for certificated substitutes for each hour covered. Any teacher who covers another class, in addition to their own class, shall be paid as follows:

Teachers covering an entire class, meaning those students in attendance that day, shall receive the lowest amount paid to a certificated substitute, for each hour covered.

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.

Assignments to cover partial classes are discouraged.

Non-classroom staff, such as deans, counselors, nurses, and others, shall not receive cover pay. Deans and counselors will not be asked to cover vacant classroom positions for more than six days per semester. Time spent covering each other (deans and counselors covering deans and counselors; and nurses covering other nurses) will not count toward the six days per semester.

Deans, counselors, and nurses will not receive additional compensation for performing training or other duties as assigned during their normal hours of work.

#### Classroom Rotation Coverage System--Secondary Schools

A system will be used in each secondary school to assure that all certificated personnel who are assigned to cover classes when a teacher is absent, and no substitute is available, are assigned in an equitable manner. This pool of available personnel may vary from school to school but could include administrators. If the assigned person opts to exchange with another certificated employee, it will be the responsibility of both employees to notify the person in charge of the rotation system of the exchange. This rotation list will be available upon request to certificated personnel.

#### School Closings

When a decision is made to close a school, meetings shall be held with the appropriate member(s) of the Superintendent's staff and the affected teachers to insure a smooth transition for those involved.

#### **Special Assignments - General Information**

Special assignments (extracurricular and co-curricular assignments) are defined as additional duties assigned to a certified staff member that are beyond the scope and definition of the standard teaching contract. Performance of these duties generally takes place outside the contract day as defined in this agreement. A list of current Special Assignments, and the corresponding rate of pay, is included as Schedule II.

Each year, a committee consisting of administrators and teachers will meet to review and make

recommendations related to Special Assignments. This committee shall be co-chaired by the Executive Director of Human Capital and TCTA President. Membership of the committee will consist of six certified administrators and six teachers, with equal representation among elementary and secondary levels. In general Special Assignments will be reviewed for need and compensation on a three-year rotation (athletics, elementary, and secondary). Special Assignments compensation will be evaluated based on the duties of the assignment, level of responsibility, and time required to perform the assignment.

The committee will make their annual recommendation to both the District and TCTA negotiations teams. The recommendation will be negotiated and approved or disapproved by the teams as a single item. During the course of the year if the need arises to establish a new Special Assignment, the District and TCTA will meet and confer to create the Special Assignment and establish pay for the position; provided however, such special assignment shall automatically be reviewed at the next meeting of the committee.

In addition, the following provisions apply:

- 1. All special assignments (extracurricular and co-curricular 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. No teacher shall be allowed to begin his/her duties under a Special Assignment until an Extra Duty Assignment Contract has been fully executed and returned to Human Capital
- 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 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.
- 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 such 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.

When a teacher on special assignment is absent for 30 calendar days or more, another teacher may receive compensation for assuming the duties and responsibilities of such an assignment. However, the teacher assuming the duties and responsibilities must request the compensation. The regular teacher on special assignment will receive appropriate deductions in special assignment pay due to the need for a substitute.

#### **Teacher Rebalancing and Reassignment**

When a reduction in the number of teachers in a building is necessary, qualified volunteers shall first be reassigned; then, reassignment shall be made on the basis of years of service in the Tulsa School System, with those teachers most recently appointed to the school system being reassigned first.

Teachers who are rebalanced will have first priority to return to their building should an opening for which they are qualified becomes available prior to or during the rebalance period. This time frame is established annually by the District, but generally occurs within the first few weeks of school, when student count numbers are available.

Teachers to be rebalanced will be notified by principals orally and in writing. This notification is to take place by a system-wide deadline. When the Human Capital Department receives names of teachers being rebalanced, not less than three (3) days will occur before a master list is sent to principals.

When a teacher is placed on the rebalance or transfer request list, at the request of the teacher, all areas in which he/she is certified will be noted on the rebalance/transfer request list.

A coach who voluntarily leaves a coaching assignment or is removed or unsatisfactorily fulfilling the teaching responsibilities of the coaching assignment may be considered for reassignment without the protection of the provisions of this policy for a period of one year. At the end of one year, the teacher rebalancing/reassignment policy will again be in effect.

Teaching vacancies shall be posted on the District's Internet site.

#### Voluntary Transfer

Teachers requesting transfers must enter their request into the district's Human Capital system. The Superintendent, principal, teacher, or Human Capital personnel may initiate a teacher/principal interview.

Voluntary transfer requests may be submitted at any time. However, transfers on or after July 1 of each year require the approval of the sending principal, receiving principal, respective instructional leadership directors, and the Chief Human Capital Officer or designee if the transfer is to take place during the current school year. The transfer list will be purged each year on the 1st Monday of October.

Teachers on the transfer list will be considered for vacant positions for which they are certified and qualified before new teachers are employed to fill those vacant positions.

Teachers on the transfer list will be given an opportunity to interview for a vacant position for which they are certified and qualified. A list of all current vacant teaching positions will be maintained on the Careers section of the Tulsa Public Schools web page.

Among the factors considered in granting transfer requests 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, and transportation. Nurses will be under the same trim and transfer regulations as all other members of the bargaining unit.

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 written Notice of Administrative Transfer (Notice) 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 two (2) days of his/her receipt of the Notice. The initiating administrator shall set the conference within two (2) calendar days of receipt of the request for meeting.

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 educators 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.

### **TULSA CLASSROOM TEACHERS ASSOCIATION**

#### **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.

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.

Prior to each Board meeting, the TCTA shall be provided with a copy of the board packet less any confidential information which is provided to the School Board Members. This item shall not apply to those recommendations or other materials related to the dismissal or non-reemployment of teachers. Nor shall it apply to other documents, which are, by law, privileged and confidential.

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.

The District's administration shall, when appropriate and in the best interest of teachers and administration, provide the TCTA with a copy of Central Office administrative memos that affect the following:

- 1. Teacher allocations
- 2. Teacher rebalancing
- 3. Curriculum changes
- 4. Teacher training or professional development
- 5. Site deregulation
- 6. Other memos deemed appropriate by the administration

Prior to the beginning of negotiations, a meeting(s) will be held between the TCTA Negotiations Team and the District's Chief Negotiator, and others as designated by the District's Chief Negotiator for the purpose of explaining the current financial status of the District and expected changes in the budget for the upcoming fiscal year. At the meeting, both sides will also agree on:

- 1. The number of members in the bargaining unit
- 2. The numbers to be used in determining salary costs of the upcoming year
- 3. The program(s) to be used to calculate salary costs
- 4. Other mutually agreed to items that may provide information for monetary negotiations.

#### **Committees**

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

#### **TCTA Dues Deductions**

The District will provide for the authorized payroll deduction of TCTA dues.

#### **TCTA Meetings**

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. TCTA delegates and officers shall be excused from their classrooms in sufficient time to arrive at the monthly TCTA Delegates' Assembly meetings.

#### Written Notice of TCTA Building Representatives / Lists of Teachers to TCTA

If requested, 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.

If requested, the District shall transmit to the TCTA President a list of teachers 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.

Upon request, the Division of Human Capital will provide to the President of the TCTA a list of teachers assigned at each school site showing their most recent date of employment, the number of years taught since that date and each employee number.

## **WORKING CONDITIONS**

#### **Teacher Work Year**

Per Oklahoma State Statute, school districts may opt for an annual instructional calendar based on either days or hours, with local school board and Oklahoma State Department of Education approval.

The teacher work year shall consist of 183 contract days or the equivalent of 183 contract days, if an annual instructional calendar using hours versus days has been approved. The teacher work year shall consist of six Teacher Professional Days. Two days shall be designated as Teacher Work Days and four days shall be designated as Teacher Professional Development Days, provided the District has approved at least two Early Release Days for the school year. Two Early Release Days will be used to meet the total of five Teacher Professional Development Days required by Oklahoma Statute.

If at least two Early Release Days are not approved for the school year, the teacher work year shall consist of six Teacher Professional Days, with one day designated as a Teacher Work Day and the remaining five days designated as Teacher Professional Development Days.

The first Teacher Work Day must be scheduled on the day prior to the student start date; no meetings or professional development will be scheduled on this day. The second work day, if applicable, shall be the last teacher contract day of the school year; with the exception of a one-hour faculty meeting, no other meetings or professional development will be scheduled on this day.

#### **Contract Day**

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 when the instructional calendar is based on days. When the instructional calendar is based on hours, teacher will not be assigned duties beyond seven hours and fifty minutes for all instructional days. Staff Development days/teachers workdays, shall not exceed seven hours and thirty-five 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.

#### **Planning Periods**

A minimum of 200 minutes per week, within the instructional day, shall be provided for each elementary and junior high/middle school teacher for individual planning, preparation, or consultation. A minimum of 225 minutes per week, within the instructional day, shall be provided for each high school teacher for individual planning, preparation, or consultation. No more than one planning period per week, during this designated time, may be required for group/collaborative planning. Teachers will not be required to forfeit minimum plan time for uses other than those agreed upon in the Master Contract.

#### 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.

When possible, school counselors will not be assigned to lunch/hall duties that would cause them to be unable to serve students or parents on a continuing basis for an extended period of time.

#### **Public Reprimands/Dignity and Respect**

The District administration expects that the worth, dignity and rights of the individual shall be paramount in all administrator/teacher relationships.

It is recognized that professional and ethical behavior is expected of all school employees. Therefore, administration will not discipline or reprimand a teacher in the presence of students, parents, or fellow teachers. Additionally, teachers will interact with administration, staff, and parents in a positive and professional manner.

#### Assault and Battery

In addition to the benefits extended by operation of state law, District certificated teachers receive coordinated benefits which permit a teacher, whose injury is the result of an assault and battery while engaged in the performance of the teacher's duties, to receive his or her full salary. The Superintendent or designee shall determine the time limit, applicable to the teacher's receipt of full salary, based on individual circumstances applicable to the teacher.

However, no teacher shall receive less than the remainder of the school year or contract year, whichever is applicable.

#### **Issues Involving Assault**

1. All cases of assault suffered by teachers in connection with their employment shall be reported in writing by the teacher to the principal. The principal shall immediately transmit the report to the Superintendent, the Chief Human Capital Officer and the District's Police Chief. The Superintendent shall acknowledge receipt of such report to the principal and the teacher.

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.

2. The administration shall be vigilant to protect teachers from verbal and/or physical assault for reasons connected with their assignment. At the request of the faculty or the principal, the staff will meet to review and discuss procedures for dealing with verbal and/or physical assault from students and/or their parents or guardians. When changes in the procedure are necessary, 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 individuals on the committee will seek consensus on the procedures to be used at their building site to deal with verbal and/or physical

assault and the manner in which parent/teacher conferences will be scheduled and conducted. If a disagreement occurs concerning the procedures for dealing with verbal and/or physical assault or the guidelines for parent/teacher conferences, the principal will have the final responsibility in resolving the disagreement.

#### **Professional Dress**

Teachers occupy a special position within the education community, particularly with respect to their ability to serve as a positive influence for students. Teachers are 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 teacher is engaged. Visible pierced jewelry shall be limited to two piercings in the ear.

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. 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 teacher 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.

#### Travel Reimbursement

- 1. Teachers 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 annually set by the District per mile for use of personal automobiles.
- 2. Teachers (such as subject matter instructional supervisors) whose assignments require travel, but not on a regularly scheduled basis, shall be reimbursed at the rate annually set by the District per mile for use of personal automobiles.

#### **Student Schedules**

Principals and teachers at each site should establish a means of communication and input about the schedule building process in the school.

#### Parent-Teacher Conferences

Principals, Assistant Principals, Counselors, Secretaries, Clerks, etc., shall not schedule parentteacher conferences without reasonable notice being given to 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.

#### **Moving Classrooms**

When there are insufficient classrooms in a building for each teacher to be assigned full time to his/her own room, every effort will be made to hold to a minimum the number of times a teacher has to move to a different room consistent with the subject area(s) of the assignment.

#### Use of Telephone

Adequate telephone service shall be available to teachers with privacy of conversation when desired

#### Faculty Lounge

The Board shall continue to make available in each school a room or rooms appropriately furnished for use as a faculty lounge.

#### Special Programs IEP Conferences During School Day

When classroom teachers are to be involved in an IEP conference, the conference should be held, to the extent possible, during the school day.

#### Sign-In Sheets

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

#### **Information on the District's Internet**

The District shall post updated copies of the Master Contract, Long-Term Disability Plan and related forms, and FMLA forms on the District's internet site.

#### **Posting Information**

Statistics identifying individual teachers shall not be posted or distributed to others. (Examples include, but are not limited to, number of referrals written, number of absences, and number of failing grades given.)

Reasons for employee absences shall not be posted or distributed to others.

#### **Teacher Allocation Announcement of Building Allocation**

Within five (5) working days following the receipt of the statement of the building staff allocations for the following school year, principals will communicate the staff allocation to the entire staff in each building.

#### Assignments – Substitute Location When Work Occurs on a Classroom

An alternate location will be provided for a teacher whose room is being painted or remodeled during the regular school day.

#### Schedule Changes

Student class schedule changes shall, to the extent possible, be kept to a minimum.

#### Administration – Substitutes for District-Required Workshops

Where there is a District-required workshop during the school day, the District will, when substitutes are available, attempt to ensure that substitutes are provided, and that coverage will not come from within the building.

# Tulsa Public Schools 2015-2016 SALARY SCHEDULE I TEACHERS

Approved 11/17/2014

Step	Bachelors	Bachelors + NBC*	Masters	Masters + NBC*	M+30	M+30 + NBC*	M+60	M+60 + NBC*	Doctorat e	Doctorate + NBC*
0	32,900	33,900	33,956	34,956	34,964	35,964	36,005	37,005	37,105	38,105
1	33,300	34,300	34,366	35,366	35,384	36,384	36,605	37,605	37,705	38,705
2	33,700	34,700	34,776	35,776	35,794	36,794	37,015	38,015	38,115	39,115
3	34,100	35,100	35,176	36,176	36,194	37,194	37,415	38,415	38,515	39,515
4	34,500	35,500	35,576	36,576	36,694	37,694	37,825	38,825	38,925	39,925
5	34,900	35,900	35,976	36,976	37,094	38,094	38,235	39,235	39,335	40,335
6	35,300	36,300	36,376	37,376	37,494	38,494	38,635	39,635	39,735	40,735
7	35,700	36,700	36,796	37,796	37,914	38,914	39,045	40,045	40,145	41,145
8	36,300	37,300	37,406	38,406	38,524	39,524	39,645	40,645	40,745	41,745
9	36,800	37,800	37,916	38,916	39,034	40,034	40,155	41,155	41,255	42,255
10	37,200	38,200	38,326	39,326	39,444	40,444	40,555	41,555	41,655	42,655
11	37,610	38,610	38,986	39,986	40,614	41,614	42,255	43,255	43,335	44,335
12	38,020	39,020	39,476	40,476	41,114	42,114	42,725	43,725	43,825	44,825
13	38,660	39,660	40,286	41,286	41,914	42,914	43,545	44,545	44,645	45,645
14	39,370	40,370	41,206	42,206	42,834	43,834	44,455	45,455	45,555	46,555
15	40,190	41,190	42,216	43,216	43,844	44,844	45,475	46,475	46,575	47,575
16	40,800	41,800	42,936	43,936	44,864	45,864	46,485	47,485	47,585	48,585
17	42,220	43,220	44,406	45,406	46,434	47,434	48,085	49,085	49,161	50,161
18	43,430	44,430	45,016	46,016	47,154	48,154	48,785	49,785	49,881	50,881
19	43,930	44,930	45,526	46,526	47,714	48,714	49,335	50,335	50,441	51,441
20	44,430	45,430	46,736	47,736	48,374	49,374	49,995	50,995	51,101	52,101
21	45,130	46,130	47,236	48,236	49,134	50,134	50,755	51,755	51,861	52,861
22	45,630	46,630	47,736	48,736	50,344	51,344	51,975	52,975	53,071	54,071
23	46,130	47,130	48,436	49,436	50,844	51,844	52,475	53,475	53,571	54,571
24	46,630	47,630	48,936	49,936	51,544	52,544	53,175	54,175	54,271	55,271
25	47,130	48,130	49,436	50,436	52,044	53,044	53,675	54,675	54,771	55,771
26	47,630	48,630	49,936	50,936	52,544	53,544	54,175	55,175	55,271	56,271
27	48,130	49,130	50,436	51,436	53,044	54,044	54,675	55,675	55,771	56,771
28			50,936	51,936	53,544	54,544	55,175	56,175	56,271	57,271
29			51,436	52,436	54,044	55,044	55,675	56,675	56,771	57,771
30					54,544	55,544	56,175	57,175	57,271	58,271
31					55,044	56,044	56,675	57,675	57,771	58,771

\*Teachers who attained NBC certification before June 30, 2013, are eligible to receive from the State Department of Education an annual \$5,000 bonus for 10 years measured from the date they received the NBC as long as they continue to teach full time in the classroom for TPS and their national board certification remains current. Teachers who attain NBC certification after June 30, 2013 are eligible to receive from the State Department of Education a \$5,000 bonus <u>only if</u> the teacher was (1) selected for the Educational Leadership Oklahoma Program before June 30, 2013, or (2) if the teacher applied for the certification to the National Board for Professional Teaching Standards before June 30, 2013. **Any teacher who receives an annual NBC bonus, regardless of whether they attained their NBC before or after June 30, 2013, is not eligible to participate in the NBC minimum salary increment.** 

Note: The School District's existing agreement provides a career increment in the amount of \$1,000 after 20, 25, 30, 34, and 37 years of creditable service. Teachers who complete their 20, 25, 30, 34, and 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.

A maximum of five years will be granted on the salary schedule for prior active military service.

- Benefits: 11.00/mo dental Life insurance - 1 ½ times employee's annual salary Long Term Disability
- Health Ins.: Health Ins.: Oklahoma statutes provide that the District shall pay health insurance premiums not to exceed the Health Choice High individual premium amount for each teacher (certified) who elects coverage. Teachers not electing to take health insurance through the District (provided other coverage is in force) shall be paid a taxable case in lieu payment in the amount set by statute.

Note: The School District's existing agreement provides a career increment in the amount of \$1,000.00 after 20, 25, 30, 34, 37 years of creditable service. Teachers who complete their 20, 25, 30, 34, and 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.

A maximum of five years will be granted on the salary schedule for prior active military service.

# <u>SCHEDULE II</u> TULSA PUBLIC SCHOOLS <u>SPECIAL ASSIGNMENT</u> <u>RATES OF PAY</u>

Special Assignment	Amount	
Academic Bowl Coach - High School	3,434	
Academic Bowl Coach - Middle School	1,145	
Assembly Coordinator - High School	1,109	
Assembly Coordinator - Middle School	1,109	
Breakfast Program Supervisor	1,502	
Building Site Test Coordinator	1,500	
Bus Duty (Early Arrival/Late Departure)	1,831	
Class Sponsor - Freshman	1,295	
Class Sponsor - Sophomore	1,295	
Class Sponsor - Junior	1,295	
Class Sponsor - Senior	1,664	
Community School Principal	1,109	
Competitive Speech	2,060	
Department Chairperson - (Minimum)	357	*Must Submit
Department Chairperson - Split (Maximum)	1,849	<u>Worksheet</u>
Dietitian - Supervisor	1,860	
Double Section (1) - 1/8	687	
Double Section (2) - 1/4	916	
Double Section (3) - 3/8	1,145	
Double Section (4) - 1/2	1,373	
Double Section (5) - 5/8	1,602	
Double Section (6) - 3/4	1,831	
Double Section (7) - 7/8	2,060	
Double Section (8) - 8/8	2,289	
Drama - High School	2,060	
Drama - Middle School	1,373	
Elementary School Allocation - Special Duties	1,145	
Elementary Special Education Lead**	1,050	
**Applies to elementary schools with 3 or more spe		hers
Future Educators Association Sponsor - High School	1,500	
Home Base Advisory Coordinator	1,109	
ID Team Leader - Middle School - (Minimum)		*Must Submit
ID Team Leader - Middle School - (Maximum)	1,849	<u>Worksheet</u>
Instrumental Music - 1/2 -High School	962	
Instrumental Music - High School	6,353	
Instrumental Music - Middle School	1,145	
Instrumental Music Assistant - High School	1,572	
Intramural (1)	1,109	
Intramural (2)	554	
Intramural (3)	370	
Intramural (4)	277	
Multi-school Librarian	1,849	
National/State Honor Society Affiliate Sponsor	925	
Newspaper Sponsor - Elementary	462	

Newspaper Sponsor - High School	925
Newspaper Sponsor - Middle School	687
Nurse - Supervisor	1,849
Safety Patrol Sponsor - Elementary	554
Site Asset Manager - High School Music	500
Site Asset Manager - High School Child Nutrition	500
Site Asset Manager - High School Lead	1,500
Site Asset Manager - Elementary < 400 Students	1,000
Site Asset Manager - Elementary 401 - 700 Students	1,300
<b>.</b> ,	1,500
Site Asset Manager - Elementary > 700 Students	1,300
Site Asset Manager - Middle School	
Site Asset Manager - Special Program	1,000 1,272
Site Technology Contact - School < or = to 400 Students	1,373
Site Technology Contact - School 401 to 700 Students	1,717
Site Technology Contact - School >700 Students	2,060
Stagecraft - High School	1,109
Stagecraft - Middle School	925
Student Council Sponsor - Elementary	554
Student Council Sponsor - High School	1,479
Student Council Sponsor - Middle School	1,109
Teacher-in-Charge - Elementary	1,145
Team Leader	1,849
Treasurer - Elementary	1,488
Treasurer - High School	2,861
Treasurer - Middle School	2,861
Vocal Music - Middle School	1,145
Vocal Music - High School	1,717
Yearbook Sponsor - High School	1,502
Yearbook Sponsor - Middle School	998

# Junior High Sports

JH Site Athletic Director	1,575
JH boys basketball—8th grade	1,145
JH boys basketball—7th grade	1,145
JH girls basketball—8th grade	1,145
JH girls basketball—7th grade	1,145
JH cheerleading sponsor	2,060
JH football - Head	2,289
JH football - Assistant 1	1,373
JH football - Assistant 2	1,373
JH girls volleyball	1,602

# 6<sup>TH</sup> Grade Sports

6 <sup>th</sup> grade football assistant	1,373
6 <sup>th</sup> grade boys basketball	1,145
6 <sup>th</sup> grade girls basketball	1,145
6 <sup>th</sup> grade girls volleyball	1,145

Athletic Director - Boys/Girls (& Ext 5 days*)	6,101
Extended Time Pay is determined by Daily Rate and listed as a sep	•
Baseball - Assistant	1,387
Baseball - Head	2,667
Basketball - Head - Boys	7,041
Basketball - Head - Girls	7,041
Basketball - Assistant - Boys	2,577
Basketball - Assistant - Girls Basketball - Ninth Grade Coach - Boys	2,577 2,119
Basketball - Ninth Grade Coach - Girls	2,119
Cheerleading Sponsor - High School	2,861
Cross Country - Head - Boys	1,008
Cross Country - Head - Girls	1,008
Cross Country - Assistant - Boys	504
Cross Country - Assistant - Girls	504
Football - Head Football - Assistant	9,616 3,335
Football - Ninth Grade Coach	2,877
Golf - Head - Boys	713
Golf - Head - Girls	713
Golf - Assistant - Boys	357
Golf - Assistant - Girls	357
Pompom Sponsor - High School	2,289
Soccer - Head - Boys Soccer - Head - Girls	3,878 3,878
Soccer - Assistant - Boys	3,878 1,202
Soccer - Assistant - Girls	1,202
Softball - Head - Girls	2,667
Softball - Assistant - Girls	1,387
Swimming - Head - Boys	1,391
Swimming - Head - Girls	1,391
Swimming - Assistant - Boys	696 606
Swimming - Assistant - Girls Tennis - Head - Boys	696 713
Tennis - Head - Girls	713
Tennis - Assistant - Boys	357
Tennis - Assistant - Girls	357
Track - Head - Boys	2,400
Track - Head - Girls	2,400
Track - Assistant - Boys	1,200
Track - Assistant - Girls Volleyball - Head - Boys	1,200 3,371
Volleyball - Head - Boys	3,371
Volleyball - Asst - Boys	1,202
Volleyball - Asst - Girls	1,202
Wrestling - Head	4,285
Wrestling - Assistant	2,142

## Do not enter on Stipend Reporting website

Counselor - Elementary	1,831
Counselor - Middle School & Ext. 5 days*	1,831
*Extended Time Pay is determined by Daily Rate and listed as a	·
separate pay item	
Counselor – High School & Ext. 10 days	1,831
Counselor - Vocational Education	1,831
Curriculum Writing - <b>\$23.00 per hour</b>	
Fine Arts District Chairs	2,000
Guidance Dean - Middle School & Ext. 5 days*	2,175
Guidance Dean - High School & Ext. 10 days*	2,403
Instructional Media Specialist - High School & Ext. 5 days*	925
JROTC - Certified	1,664
JROTC Leadership (Middle School) & Ext. 10 days*	1,664
Librarian - Middle & High School & Ext. 5 days*	925
Psychologist I Plus 5% base salary	5,093
Psychometrist Plus 5% base salary	3,413
Resource, Pathwise, Instructional Specialist/Facilitator	1,831
Special Education	5%
Elementary Special Education Lead**	1849
Elementary Gifted and Talented Lead	1,849
Vocational Education, Full Time	2,000
Vocational Education, Dist Paid	289
Vocational Education, Perkins Fund	2,000
Alternative Education	5%
MS Hub Monitors - must be approved through the Safe & Drug Free	
Schools Dept	1,680
Speech Pathologist w/ "C's Certification of Clinical Competence"	5,000

Bilingual teachers: (must teach an average daily caseload of at least 75 ELL students in their non-English/native language) who have demonstrated proficiency in that language or Immersion teachers (Eisenhower, Zarrow or Dual Language classes). All eligible teachers must pass the American Council on the Teaching of Foreign Languages (ACTFL) test. The candidate is responsible for the testing fee. Daily class load is determined by the sum of students in all subjects or classes.	2,000
ESL Certification Exam Reimbursement: Title III funds will be used to reimburse the exam fees (\$130) for any TPS certified staff member who successfully passes the Oklahoma English as a Second Language Certification exam.	130
Interpreter – Certified: Certified staff serving as the school's identified interpreter(s) and submitted to Human Capital by the principal. 1-50 students of a language group = 1 interpreter. The staff member must have successfully passed the Oral Language Competency test as administered by the Title III Office or submitted approved documentation of competency to the Title III Office. The staff member must have completed the required annual Interpreter/Translator Training provided by the Title III Office. Identified interpreters will be the first resources assigned to off-contract hours requests.	720
Translator – Certified: Certified staff serving as the school's identified translator(s) and submitted to Human Capital by the principal. 1-100 students of a language group = 1 translator. The staff member must have successfully passed the Written Language Competency test as administered by the Title III Office or submitted approved documentation of competency to the Title III Office. The staff member must have completed the required annual Interpreter/Translator Training provided by the Title III	
Office.	720