

**2009-2010**  
**MASTER CONTRACT BETWEEN THE**  
**TULSA SCHOOL DISTRICT**  
**and**  
**THE TULSA CLASSROOM TEACHERS ASSOCIATION**

Tentative Agreement:

This certifies that the negotiating teams for TPS and the TCTA have reached tentative agreement on all terms of this Master Contract.

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Robert Burton, Sr.  
Chief Negotiator, TPS

May \_\_\_\_\_, 2010

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Linda Hendrix  
Chief Negotiator, TCTA

May \_\_\_\_\_, 2010



# TABLE OF CONTENTS

## **ABSENCES and LEAVES**

Absences and leave.....	1
Absences (arrangements made in advance).....	2
Absences (Reporting).....	2
Absence with pay (Sick leave).....	3
Absence with pay (Immediate Family).....	3
Absence with pay (Military leave).....	4
Absence with pay (Temporary leave).....	4
Absence with pay (Full pay deduct).....	4
Absence with pay (Substitute deduct).....	4
Bereavement.....	4
Emergency leave.....	6
Extended leaves of absence.....	7
Extended leave (Infant child care).....	7
Extended leave (Personal illness).....	7
Extended leave (Caring for sick family).....	8
Extended leave (Further study).....	8
Extended leave (Public Office).....	8
Extended leave (TCTA President and Vice President).....	8
Extended leave (Military).....	9
Sabbatical leave.....	9
Family Medical Leave Act (FMLA).....	10
Jury duty.....	5
Jury duty service exemption procedure.....	5
Leave verification.....	9
Temporary Leave (legal proceedings).....	4
Military leave.....	8
Personal business days.....	6
Religious observance.....	6
Reporting absences.....	2
School business leave.....	6
Sick days (number of days paid).....	12
Sick days (misuse).....	1
Sick days (unused).....	11
Sick Leave Sharing Program.....	12

## **COMPENSATION AND FRINGE BENEFITS**

(Please refer to the District's Intranet website for more information: <http://www2.tulaschools.org/>)

[www2.tulaschools.org/](http://www2.tulaschools.org/)

Benefit payout (post-termination--insurance).....	15
Career increment (creditable service requirement).....	15
Consideration of Performance Pay.....	14
Drivers Education—Hours Required Outside the Contract Day.....	19
Extra Professional Duties.....	15

Fringe Benefits .....	(See Schedule V) 16
Insurance (COBRA).....	(See Appendix E)
Insurance (Group Dental) .....	(See Schedule V)
Insurance (Group Health) .....	(See Schedule V)
Insurance (Life) .....	(See Schedule V)
Military Service (Credit on Salary Scale).....	15
Pay periods for new teachers .....	16
Pay Warrant (Date of Issuance) .....	16
Recruitment Incentives .....	14
Salary adjustments (move on pay scale).....	16
Salary Schedule (in general).....	14
Salary Schedule Chart.....	(See Schedule I)
Sick days—unused.....	(See Absences and Leaves section)
Special assignment rates of pay .....	(See Schedule II)
Special assignments requiring certification—annual rates .....	(See Schedule II)

**EMPLOYMENT**

Employee Assistance Program.....	(See Appendix D)
Employment contracts—annual review by bargaining unit .....	16
Name or address change notice .....	17
New teacher certification and licensing.....	17
New teacher orientation.....	17
Position upgrades.....	17
Probation of certificated personnel (3 year probationary period).....	18
Promotions of certificated personnel.....	18
Reduction in Force.....	19
Residency program .....	20
Resignations.....	20
Review of Annual Employment Contracts (Applicable to Members of the Bargaining Unit).....	16
Teacher Trims .....	19

**GRIEVANCE PROCEDURE**

Definitions .....	21
Purpose.....	21
General procedures .....	21
Levels .....	23-24

**PROFESSIONAL DEVELOPMENT/CONTINUING EDUCATION**

Conferences, workshops .....	25
Educational conferences .....	25
Professional Improvement .....	25-26

**RETIREMENT**

Additional information.....	(See Appendix C)
Contributions.....	(See Appendix C)

## **STUDENTS**

Assignments for absent/suspended students.....	26
Pre-K/Kindergarten Screening / Transition Days.....	27
Progress Reports/Report Cards.....	27
Teacher-Administrator conferences.....	27

## **TEACHER CONDUCT AND PERFORMANCE**

Admonishments/Job Targets/Evaluation.....	28
Causes for Dismissal or Nonrenewal of Teachers.....	30
Evaluation--statement of purpose.....	28
Evaluations--frequency.....	28
Evaluations--method.....	28
Evaluation—personnel affected.....	29
Evaluation—procedure.....	29
Evaluation—filing procedure.....	29
Evaluation—provisions for amendments.....	29
Standards of Performance and Conduct.....	30
Personnel file—certified personnel.....	31

## **TEACHING ASSIGNMENTS**

Assignment of teachers.....	32
Athletic coaching assignments--annual rates.....	(See Schedule II)
Classroom interferences.....	33
Contract day.....	36
Cover pay.....	36
Departmental meetings.....	34
Extended School Year Alternative Education Sites.....	34
Faculty meetings.....	35
Lunch periods.....	35
Mandated attendance at special events.....	36
Planning periods.....	36
School closings.....	37
Special assignments--General information.....	37
Suspension Review Committee Appeals.....	34
Transfer (administrative).....	39
Voluntary Transfer.....	38
Work year.....	34

## **TULSA CLASSROOM TEACHERS ASSOCIATION (TCTA)**

Association privileges.....	39
Committees.....	40
Dues deduction.....	40
President and Vice President—extended leave of absence.(See Absences and Leaves Section)	
TCTA notice of elected building representatives.....	41

## **WORKING CONDITIONS**

Alcohol/illegal substance use policy .....	(See Appendix B)
Allocation of Teachers Announcement .....	44
Assault and Battery .....	41
Assignments (when work occurs on classroom) .....	44
Information on District's Internet .....	44
Issues Involving Assault .....	41
Drug testing .....	(See Appendix B)
Faculty Lounge .....	43
Moving Classrooms .....	43
Parent-Teacher Conferences .....	43
Posting Information .....	44
Professional dress .....	42
Sign In Sheets .....	44
Schedule changes .....	44
Special Programs IEP Conferences During School Day .....	43
Student Schedules .....	43
Substitutes for District-Required Workshops .....	44
Telephone service .....	43
Travel reimbursement .....	43
Workers' Compensation .....	(See Appendix A)

## **SCHEDULES**

Schedule I	Salary Schedule chart .....	45
Schedule II	Special Assignments rates of pay chart .....	47
Schedule III-A	Teachers Confidential Evaluation form .....	51
Schedule III-B	School Nurse Confidential Evaluation form .....	53
Schedule III-C	Library Information Professional Confidential Evaluation form .....	54
Schedule III-D	Counselor/Guidance/Dean Confidential Evaluation form .....	55
Schedule IV	Negotiations Procedural Agreement .....	56
Schedule V	Fringe Benefits .....	62

## **APPENDICES (For Information Only and Not Part of the Master Contract)**

Appendix A	Workers' Compensation information and benefits election form .....	66
Appendix B	Use of Alcohol and Illegal Chemical Substance by Employees Testing .....	72
	Employees and Applicants for Employment Regulation 4406-RI .....	70
Appendix C	Retirement Information .....	70
Appendix D	Employee Assistance Program (EAP) .....	79
Appendix E	COBRA (Consolidated Omnibus Budget Reconciliation Act of 1986) .....	80
Appendix F	Tulsa Teachers and Employees Immediate Assistance Club .....	81
Appendix F	Membership Form (Tulsa Teachers and Employees Immediate Assistance .....	82
[Form]	Club)	

## **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.

### **Sick 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.

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:



1. A physician's statement affirmed by the teacher;
2. The teacher's statement reviewed by the Principal or immediate supervisor;
3. 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.

### **Absence Arrangements Made in Advance**

1. Teachers must arrange with principals for absences that may be set up in advance. These must be reported to SubFinder as far in advance as possible.
2. Absences approved for professional reasons must be reported to SubFinder.

### **Reporting an Absence**

1. Teachers are required to report all absences directly to the SubFinder System or by accessing Sub Finder through the web. Some site administrators may require teachers to notify their site as well as SubFinder. This number may be used to report an absence 24 hours a day. In order for SubFinder to work properly, all absences should be reported as soon as possible.
2. Morning absence report deadlines vary from site to site. Please check with your site administrator. SubFinder will not accept any absences reported after 7:00 a.m.
3. If, for any reason, a teacher is unable to report the need for a substitute in SubFinder in accordance with the time set by their site administrator, the site administrator may, in lieu of the teacher, report the need for a substitute to SubFinder.
4. All absences must be reported in SubFinder. When calling SubFinder or accessing SubFinder through the web, the teacher should be prepared to enter the following information:
  - a. Pin number (5 digit payroll number).
  - b. Date (MMDD) and times of the absence.
  - c. Reason for the absence
  - d. Is a substitute required? If a specific substitute is requested, you must have the ID number of that substitute.
  - e. Are there any special instructions for the substitute, such as field trips, special needs, etc.?

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

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 (if other than the building principal) 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 hot line 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.

### **Absence With Pay**

#### 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 three (3) paid leave days to full-time teachers for the death of any immediate family member, a fellow faculty member or faculty member's immediate family.

Emergency leave may also be used in circumstances where out-of-town travel is involved. This leave is not cumulative or payable on termination. The teacher must notify his/her supervisor prior to taking the leave.

### **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, secure the principal's/departments 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 and their service rescheduled under the foregoing guidelines will place on the back of the original jury summons the following information: 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 business days. Personal business days will be charged to the teacher at \$50 per day for the first two (2) days and \$70 per day for the remaining days. Where possible, the teacher must notify and obtain the approval of his/her supervisor a minimum of twenty-four (24) hours prior to taking these days. Teachers not using any personal business days, during the school year, will be credited 1 additional sick day.

Personal business leave shall not be taken for participating in political activities, performing a service for compensation, or participating in entertainment, recreation or for vacation. Personal business leave may be granted for unusual occasions on an individual basis.

### **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 as 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 meetings 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 shall be filed, when possible, not less than one month prior to the beginning of the requested leave of absence. All extended leaves of absence shall expire automatically on June 30 of each year, subject to renewal as herein provided. If the position of the 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.

### **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. Personal Illness

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. Caring for Sick Member of Immediate Family

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. Further Study

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

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. Public Office

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. TCTA President and First Vice President



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

7. Extended Military Leave

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. Sabbatical Leave

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.

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

**Leave Verification**

Each teacher is responsible for completing an appropriate leave form supplying information related to the nature and type of leave requested or taken. Whenever possible, the request for leave must be submitted prior to the leave. In instances where prior approval of leave is required, the leave form must be submitted in sufficient time to permit the 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:

<b>Years of Consecutive Service in Tulsa Public Schools</b>	<b>Percent of Accrued Sick Days to be Paid to Employee</b>
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.<sup>1</sup> In the event a teacher's employment is terminated by reason of death and the teacher was otherwise eligible for payment related to 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

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<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, then those days are no longer to be considered as unused sick days. Consequently, the District reports an employee's accumulated sick days to other entities such as school districts or the Oklahoma Teacher's Retirement System, the District shall note the days accumulated by the employee and shall also report any days for which it has paid the employee.

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.

"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 or her own 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 State Department of Education, teachers will be given credit for all in-state and out-of-state years of experience. Teachers who complete their Masters, Masters plus 30, Masters plus 60, or Doctorate during the first semester will move to the appropriate salary level for the second semester. The salary adjustment will be one-half the amount allowed.

All teachers will be placed on the corresponding step as recognized by the 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.

### **Consideration of Performance Pay**

The TCTA and the District agree that notwithstanding ratification by the parties of all 2009-10 fiscal year compensation issues for teachers of the District, and a master contract, the parties agree that they will continue to negotiate in good faith during this fiscal year to create a pay for performance framework for teachers either district wide or as a pilot program to commence for the 2011-2012 fiscal year.

### **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.

### **Pay 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 experience.

## **EMPLOYMENT**

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

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

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 (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**

If in the judgment of the Board of Education, it becomes necessary to implement a reduction of its certificated classroom teacher staff because of events compelling a reduction in the School District's operating budget, the following criteria will be used in the order listed:

1. Normal attrition on a District-wide basis.
2. Licensed teachers.
3. Nontenured teachers based on years of service in the District.
4. Tenured teachers, in the following order:
  - a. Seniority in the District – seniority shall be calculated from the date of the most recent continuing contract.
  - b. Academic and professional preparation beyond minimum certification requirements as provided in the Certificated Personnel Handbook under Professional Improvement.
  - c. Total number of years of teaching experience.

In connection with item number 4, it is recognized in special situations the District will have the right to retain a teacher who would otherwise be terminated if the teacher has a primary certification in an area in which another member of the teaching staff is not certificated.

In the event a teacher is terminated under this provision, as a last resort, that teacher shall be given the opportunity to apply for other vacant positions in the District if he/she has an interest and is qualified.

### **Trimming Teachers**

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

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

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

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

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 placed voluntarily or involuntarily on the trim list must have completed two continuous semesters without plans of improvement, repeated job targets, admonishments, or some combination of those.

### **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 not apply to any matter in which (1) the method of review is prescribed by law, (2) the board is without authority to act, and (3) shall not apply to 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 educator's association.
- D. Beyond Level One in the Grievance Procedure, the aggrieved person/persons may present written statements of relevant material that would assist in the equitable resolution of the perceived disagreement, controversy and/or complaint, involving a perceived violation of the terms of school board or administrative policies.
- E. A grievance initiated by an aggrieved person at a time other than during the regular school year shall commence at Level Three.
- F. No grievance shall be considered or processed unless it shall have been presented at the appropriate level within ten (10) days after the aggrieved person knew or should have known of the act or condition on which the grievance is based; and, if not so presented, the grievance shall be considered forever waived.
- G. An aggrieved person may withdraw a grievance at any time by notifying, in writing, the Superintendent of Schools. Any such grievance that is withdrawn shall be considered waived.
- H. If a grievance affects more than one certified person at more than one school, the aggrieved persons may submit such grievance in writing to the Superintendent, or his/her designee, and the processing of such grievances shall be commenced at Level Three.
- I. When it is necessary at any level beyond Level Two for an aggrieved person and his/her designated representative to attend a meeting or hearing called by the Superintendent or his/her designee during the school day, the Superintendent, or his/her designee, shall notify the principal or immediate supervisor of such persons and they shall be released without loss of pay for such time as their attendance is required in such meeting or hearing.
- J. Any aggrieved person or party of interest who is adversely affected by a disposition of a grievance may, within the time limits provided for herein, appeal to the next level.
- 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 the Board of Education, any member of the administrative staff, the TCTA, or TCTA's officers against any aggrieved person, party in interest or any other party involved directly or indirectly in the grievance procedure on the basis of participation or non-participation in the grievance process.

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

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

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

- A. If 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.

### **Educational Conferences**

Teachers, who attend educational 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 (18) 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 Human Capital Director 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 to be payable to Treasurer, Independent School District Number One.

Tuition may be paid when hours are submitted to Human Capital, 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 Masters of Fine Arts degree counts as Masters plus 30 for programs that go 30 hours beyond the standard masters program. Evidence of the changed status must be on file in Human Capital 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 in Human Capital by the last day of February. Salary adjustments for degree changes will take place after the updated certificate is submitted.

Teacher's must notify Human Capital 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 Human Capital.

## **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. [2009-2010]

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

Progress reports and report cards will be due on a date established by the District and placed on the District's monthly calendar for each school. Teachers will be notified of these dates at the beginning of each year.

No student should receive a report of failure unless advance notice has been given to the parent(s) or guardian(s). In the event a student's grade average drops to a "D" or below after the progress report has been issued, the teacher should issue a special progress report 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.

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. [2009-2010]

### **Teacher-Administrator Conferences / Right to Representation**

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, job target, 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.

## **TEACHER CONDUCT AND PERFORMANCE**

### **Teacher Admonishments / Job Targets / Evaluation of Certificated Personnel Policy Statement**

#### 1. Statement of Purpose

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. The evaluation shall represent the evaluator's good faith assessment as to the strengths and weaknesses of the teacher at the time of the evaluation.

#### 2. Frequency of Evaluation

Teachers with three consecutive complete school years or more of satisfactory service in the District shall be evaluated at least once each school year prior to May 1.

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

A teacher may request a performance evaluation at any time.

#### 3. Method of Evaluation

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

The JOB TARGET REPORT form is intended primarily to supplement the CONFIDENTIAL EVALUATION, as described above. However, if the evaluator observes a single area of unsatisfactory performance which needs immediate correction, the JOB TARGET REPORT may be used to cite the deficiency and to give instructions for correcting the problem. Administrators are encouraged, as the performance issues may dictate, to meet informally with a teacher before issuing a job target.

4. Personnel Affected

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. Procedure for Evaluation

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. 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 rebuttal to any written evaluation within twenty (20) days of receipt of the evaluation. The rebuttal shall be attached to the written evaluation. This 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. Procedure for Filing

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. Provisions for Amendments

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.

## **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.

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

### **Principal I – Commitment to the Students**

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

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

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

- c. grant an advantage to any student;
- 7. Shall not use professional relationships with students for private advantage; and
- 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.

### Principal 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) calendar 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, Job Targets, 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 an 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.

Any written material placed in the teacher's official personnel folder located in the Personnel Office at the Education Service Center that describes unsatisfactory job performance will be documented on the teacher evaluation form and/or the job target form.

## **TEACHING ASSIGNMENTS**

### **Assignment of Teachers**

When changes occur in a teaching assignment or room assignment, the principal or his/her designee will discuss such changes with the affected teacher. Efforts will be made to notify the

teacher in writing of his tentative teaching assignment prior to the end of the school year. If changes are in order during the summer, efforts will be made to notify the teacher.

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.

### **Classroom Interferences**

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

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

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.

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.

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.

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

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

When it is necessary to refer a student to the principal's or designee's office, the teacher shall state the allegations on a referral form provided by the District.

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.

### **Teacher Work Year**



The teacher work year shall consist of 183 days, with 177 of those days being for instruction and five days shall be staff development days. The remaining day shall be designated as a teacher work day which must be scheduled on the day prior to the student start date. No meetings or professional development will be scheduled on the designated teacher work day.

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

Current negotiated language defines the school year as 183 contract days. It is the desire of the District to extend the days at the following alternative education sites and/or programs:

- Tulsa Middle College HS
- Tulsa Met-Lombard HS (New Vision, Big Picture, and Project 12 Programs)
- Tulsa Met-Franklin MS (New Vision, Big Picture Programs)
- TRAICE Academy
- TRAICE Satellites
- Project ACCEPT (Roosevelt ES, Anderson ES, and TBA ES)

This provision begins in the 2009-2010 school year and increases the contract days, while these programs operate, from 183 days to 190 days. This represents a total of seven additional school days to be used for continuing professional development related to the new programs. The salary for the additional days will be based on the negotiated agreement. A teacher's daily rate of pay for contracts extended beyond 183 days will be based on the salary step plus career increments.

### **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.

When held, district-wide department or grade-level meetings will normally be on the second or fourth Thursday of the month. All district meetings will be scheduled so as not to conflict with TCTA meetings on the second Wednesday of each month. TCTA Board of Directors will be excused from any meetings held on the first Wednesday of each month.

### **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.

### **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.

### **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.

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

## **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**

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.
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 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.

### **Voluntary Transfer**

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

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 furnished to the TCTA after each placement meeting. These vacancies will also be run on the Tulsa Public Schools' television channel immediately prior to and following school board meetings.

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

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 educator's association, upon request. The transfer shall not be finalized until the teacher requesting a conference has had an opportunity to appear and present reasons why the transfer should not be finalized.

## **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 trims
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.

## **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**

### **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.
2. In any case of an assault upon a teacher or a complaint or suit by third parties as a result of action taken by the teacher while performing his or her duties, the Board will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
3. 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 parent-teacher 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. (Example of statistics includes number of referrals written, number of absences, number of failing grades given, etc.)

### **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.

## SCHEDULE I

### Tulsa Public Schools 2009-2010 SALARY SCHEDULE\*

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

Benefits: 11.00/mo dental  
 Life insurance - 1 1/2 times employee's annual salary  
 Long Term Disability

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 cash "in-lieu" payment in the amount set by statute.

The HCH premium amount to be paid by the District for 2009 is \$409.12 per month, for 2010 it will be \$442.80 and the "in-lieu" payment amount is \$69.71 per month.

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.

Beginning with the 1995-96 school year, teachers who complete their 20, 25, 30, and 34 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

\* Schedule 183 contract days

approved 11-16-09

**SCHEDULE II**  
**TULSA PUBLIC SCHOOLS**  
**SPECIAL ASSIGNMENT RATES OF PAY**

<b><u>Special Assignment</u></b>	<b><u>Amount</u></b>	
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	1,000	
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	* <u>Must Submit</u>
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 special education teachers		
Future Teachers of America Sponsor - High School	1,500	
Home Base Advisory Coordinator	1,109	
ID Team Leader - Middle School - (Minimum)	357	* <u>Must Submit</u>
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	
Multischool 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
Site Asset Manager - Elementary > 700 Students	1,500
Site Asset Manager - Middle School	1,300
Site Asset Manager - Special Program	1,000
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	1,488
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

### **Middle School Sports**

Athletic Director - Middle School	1,575
MS boys basketball (6th grade)	1,145
MS boys basketball (7th grade)	1,145
MS boys basketball (8th grade)	1,145
MS girls basketball (6th grade)	1,145
MS girls basketball (7th grade)	1,145
MS girls basketball (8th grade)	1,145
MS cheerleading sponsor	2,060
Football - Head - Middle School	2,289
Football - Assistant - Middle School	1,373
MS girls volleyball	1,602

## **High School Sports**

Athletic Director - Boys/Girls (& Ext 5 days*)	4,006
*Extended Time Pay is determined by Daily Rate and listed as a separate pay item	
Baseball - Assistant	1,387
Baseball - Head	2,667
Basketball - Head - Boys	5,152
Basketball - Head - Girls	5,152
Basketball - Assistant - Boys	2,577
Basketball - Assistant - Girls	2,577
Basketball - Ninth Grade Coach - Boys	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	6,671
Football - Assistant	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	2,171
Soccer - Head - Girls	2,171
Soccer - Assistant - Boys	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
Swimming - Assistant - Girls	696
Tennis - Head - Boys	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	1,200
Volleyball - Head - Boys	2,171
Volleyball - Head - Girls	2,171
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
Counselor - High School & Ext. 10 days*	1,831
Counselor - Vocational Education	1,831
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	5,093
Psychometrist	3,413
Resource, Pathwise, Instructional Specialist/Facilitator	1,831
Special Education	5%
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 and have demonstrated proficiency in that language) or Immersion teacher (Eisenhower, Newcomer or Zarrow). All must pass ACTFL test.	2,000

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



PROFESSIONAL GROWTH AND RESPONSIBILITY

22. Plans for and engages in professional development					
23. Follows school regulations as to arrival and departure times					
24. Attends required meetings					
25. Promotes orderly behavior throughout the school					
26. Enforces school board policy and administrative regulations					
27. Follows established procedures to protect the health and safety of students					

Strengths, Comments, Recommendations:

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INTERPERSONAL SKILLS

28. Treats students with respect and dignity					
29. Interacts with students/staff/parents in a positive and professional manner					
30. Uses effective skills of communication					

Strengths, Comments, Recommendations:

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\* A JOB TARGET REPORT is required for any "Unsatisfactory" rating but, unless requested by the teacher, is optional for a "Needs to Improve."

C. Principal's Recommendations:

\_\_\_\_ Dates of observation of teacher's work? (be specific):

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Do you recommend the continued employment of this teacher?

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Do you recommend establishing a plan of improvement?  Yes  No

*(Within twenty (20) days after the date of this evaluation, the teacher may respond and said response shall be attached to this evaluation.)*

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Signature of Teacher \*

\_\_\_\_\_  
Signature of Evaluator, if other than Principal

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Issued

\* The teacher's signature is an acknowledgement that the teacher has received the evaluation on the date indicated.



# SCHEDULE III-B

## TULSA PUBLIC SCHOOLS SCHOOL NURSE CONFIDENTIAL EVALUATION

A. Teacher's Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 School \_\_\_\_\_ Present Assignment \_\_\_\_\_  
 How long in this building? \_\_\_\_\_ years in the Tulsa Public Schools? \_\_\_\_\_ years.

B. Evaluation: Check (\*) one of the four columns at the right.

Definition of Evaluative Terms:	Commendable: Satisfactory: Needs to improve: Unsatisfactory:	Exceeds expectations Meets expectations Meets minimum job expectations Fails to meet minimum job expectations	COMMENDABLE SATISFACTORY NEEDS TO IMPROVE UNSATISFACTORY
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PROGRAM MANAGEMENT				
1. Establishes, maintains, and evaluates a comprehensive School Health program, with an annual calendar for activities based on goals and objectives identified by Health Services, with input from staff nurses, national organizations and administrators				
2. Collaborates with other school professionals, Health Assistants, parents and care givers to meet the health, developmental and educational needs of clients				
3. Effectively collaborates with members of the community in the delivery of health and social services				
Strengths, Comments, Recommendations:				

INSTRUCTIONAL SKILLS				
4. Participates in the assessment of health education needs and assists in the design, development and evaluation of health curricula for the school community and school district				
5. Serves as a resource person regarding health education, materials and services				
6. Participates in and evaluates health and safety education, using sound learning and developmental theories in the provision of formal classroom instruction				
Strengths, Comments, Recommendations:				

PROFESSIONAL SERVICES				
7. Develops and implements Individual Health Plan (IHP) to provide nursing services that include identifiable steps and evaluation of results				
8. Maintains a current Health Services Resource or Handbook that identifies objectives, sequences of development and referrals for the school clinic as instructed by Health Services				
9. Produces, maintains or supervises development of professional nursing records, i.e. individual health cards, medication records, substitute notebook, daily logs, etc.				
10. Assesses such screenings as tuberculosis skin tests, vision, hearing, scoliosis, dental care and immunizations for compliance with state regulations				
11. Provides counseling for health-related issues with referrals as appropriate				
12. Completes health reports to state and other agencies as directed by Health Services				
13. Makes home visits, as necessary, to collect data, plan, implement or evaluate care				
Strengths, Comments, Recommendations:				

PROFESSIONAL GROWTH AND RESPONSIBILITY				
14. Utilizes opportunities to communicate, clarify and implement a defined role for nursing within the educational system				
15. Plans for and engages in professional development				
16. Follows school regulations as to arrival and departure times				
17. Attends required meetings				
18. Promotes orderly behavior throughout the school				
19. Demonstrates knowledge of school board policy, regulations, legal and ethical aspect of nursing practice				
20. Follows established policies and procedures to protect the health and safety of clients				
Strengths, Comments, Recommendations:				

INTERPERSONAL SKILLS				
21. Adapts well to changes in routine and new situations				
22. Treat clients/visitors/staff with respect and dignity				
23. Uses effective oral and written communication skills				
Strengths, Comments, Recommendations:				

\* A JOB TARGET REPORT is required for any "Unsatisfactory" rating but, unless requested by the teacher, is optional for a "Needs to Improve."  
 C. Principal's and/or Director of Health Services Recommendations:  
 Dates of observation of nurse's work? (be specific): \_\_\_\_\_  
 Do you recommend the continued employment of this teacher? \_\_\_\_\_  
 Do you recommend establishing a plan of improvement?  Yes  No

*(Within twenty (20) days after the date of this evaluation, the teacher may respond and said response shall be attached to this evaluation.)*  
 \* The nurse's signature is an acknowledgement that the nurse has received the evaluation on the date indicated.

_____ Signature of Nurse*	_____ Signature of Principal or Director of Health Services
_____ Date Received	_____ Signature of Evaluator, if other than Principal or Director of Health Services
_____ Date Received	_____ Date Issued

# SCHEDULE III-C

## TULSA PUBLIC SCHOOLS LIBRARY INFORMATION PROFESSIONAL CONFIDENTIAL EVALUATION

A. Library Information Professional's Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 School \_\_\_\_\_ Present Assignment \_\_\_\_\_  
 How long in this building? \_\_\_\_\_ years in the Tulsa Public Schools? \_\_\_\_\_ years.

B. Evaluation: Check (✓) one of the four columns at the right.

Definition of Evaluative Terms:

Commendable: Exceeds expectations  
 Satisfactory: Meets expectations  
 Needs to improve: Meets minimum job expectations  
 Unsatisfactory: Fails to meet minimum job expectations

COMMENDABLE	SATISFACTORY	NEEDS TO IMPROVE	UNSATISFACTORY
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### LIBRARY SERVICES

1. Provides group instruction and individual guidance in locating, evaluating and using information resources in both print and electronic formats				
2. Works collaboratively with classroom teachers to develop library information skills lessons that support the classroom curriculum and total instructional program				
3. Plans with teachers to design and implement instructional units that effectively utilize available resources and equipment including electronic/digital and traditional resources				
4. Manages time efficiently and maintains a satisfactory flexible schedule according to the needs of the building				
5. Maintains and organizes both print and non-print materials				
6. Maintains an accurate budget and provides appropriate records and reports				
7. Establishes a rapport with students and provides a pleasant, safe and orderly climate conducive to learning				

Strengths, Comments, Recommendations:

### INSTRUCTIONAL EFFECTIVENESS

8. ESTABLISHES OBJECTIVES - Communicates the instructional objectives to students				
9. RELATES OBJECTIVES - Relates subject topics to existing student experiences				
10. INVOLVES ALL LEARNERS - Uses signaled responses, questioning techniques and/or guided practices to involve all students				
11. EXPLAINS CONTENT - Teaches the objectives through a variety of methods, including information techniques				
12. EXPLAINS DIRECTIONS - Gives directions that are clearly stated and related to the learning objectives				
13. MODELS - Demonstrates the desired skill or process				
14. MONITORS - Checks to determine if students are progressing toward state objectives				
15. ADJUSTS BASED ON MONITORING - Changes instruction based on the results of monitoring				
16. GUIDES PRACTICE - Has students practice newly learned skills while under direct supervision				
17. PROVIDES FOR INDEPENDENT PRACTICES - has students practice newly learned skills without direct supervision				

Strengths, Comments, Recommendations:

### PROFESSIONAL GROWTH AND RESPONSIBILITY

18. Plans for and engages in professional development				
19. Follows school regulations as to arrival and departure times				
20. Attends required meetings				
21. Promotes orderly behavior throughout the school				
22. Enforces school board policy and administrative regulations				
23. Follows established procedures to protect the health and safety of students				

Strengths, Comments, Recommendations:

### INTERPERSONAL SKILLS

24. Treats students with respect and dignity				
25. Interacts with students/staff/parents in a positive and professional manner				
26. Uses effective oral and written communication skills				

Strengths, Comments, Recommendations:

\* A JOB TARGET REPORT is required for any "Unsatisfactory" rating but, unless requested by the teacher, is optional for a "Needs to Improve."

C. Principal's Recommendations:

Dates of observation of librarian's work? (be specific): \_\_\_\_\_  
 Do you recommend the continued employment of this teacher? \_\_\_\_\_  
 Do you recommend establishing a plan of improvement?  Yes  No

*(Within twenty (20) days after the date of this evaluation, the teacher may respond and said response shall be attached to this evaluation.)*

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Signature of Library Information Professional\*

\_\_\_\_\_  
Signature of Evaluator, if other than Principal

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Issued

\*The librarian's signature is an acknowledgement that the librarian has received the evaluation on the date indicated.





# SCHEDULE III-D

## TULSA PUBLIC SCHOOLS COUNSELOR/GUIDANCE DEAN CONFIDENTIAL EVALUATION

A. Counselor/Guidance Dean's Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 School \_\_\_\_\_ Present Assignment \_\_\_\_\_  
 How long in this building? \_\_\_\_\_ years in the Tulsa Public Schools? \_\_\_\_\_ years.

B. Evaluation: Check (✓) one of the four columns at the right.

Definition of Evaluative Terms:

Commendable:	Exceeds expectations
Satisfactory:	Meets expectations
Needs to improve:	Meets minimum job expectations
Unsatisfactory:	Falls to meet minimum job expectations

COMMENDABLE
SATISFACTORY
NEEDS TO IMPROVE
UNSATISFACTORY

### PROGRAM MANAGEMENT SKILLS

1. Helps coordinate a collaborative team approach for the development and implementation of a comprehensive school counseling program				
2. Analyzes school/student site data to address needs of all students, including those at risk of school failure				
3. Plans for and implements an annual calendar of counseling, and guidance activities based on program goals and objectives				
4. Maintains confidential written record of student progress and concerns				
5. Assists the school staff in evaluating the annual program goals and objectives to improve the counseling program				
6. Demonstrates effective and productive use of time				

Strengths, Comments, Recommendations:

### COUNSELING SKILLS

7. Participates in pupil placement decisions for special education, gifted and talented and/or advanced placement				
8. Coordinates with and refers to school and community resources to meet the needs of identified students				
9. Uses an approach which reflects concern for dignity, confidentiality, and the personal integrity of the students				
10. Available for consultation and collaboration with staff concerning student needs				
11. Provides orientation for new students				
12. Provides a planned sequential program of guidance activities that enhance student development				
13. Makes appropriate referrals to other specialized persons, clinics or agencies in the community				

Strengths, Comments, Recommendations:

14. Assists in developing accurate record keeping, accounting and reporting				
15. Develops a written plan for guidance program and/or calendar				
16. Provides written observations and evaluations				
17. Coordinates and/or participates with staff in career awareness activities				
18. Demonstrates counseling skills in individual/group/classroom settings				

Strengths, Comments, Recommendations:

### PROFESSIONAL GROWTH AND RESPONSIBILITY

19. Plans for and engages in professional development				
20. Follows school regulations as to arrival and departure times				
21. Attends required meetings at school site and departmental level				
22. Promotes orderly behavior throughout the school				
23. Enforces school board policy and administrative regulations				
24. Follows established procedures to protect the health and safety of students				

Strengths, Comments, Recommendations:

### INTERPERSONAL SKILLS

25. Treats students with respect and dignity				
26. Interacts with students/staff/parents in a positive and professional manner				
27. Uses effective oral and written communication skills				

Strengths, Comments, Recommendations:

\*A JOB TARGET REPORT is required for any "Unsatisfactory" rating but, unless requested by the counselor, is optional for a "Needs to Improve."

C. Principal's Recommendations:

Dates of observation of counselor/guidance dean's work? (be specific): \_\_\_\_\_  
 Do you recommend the continued employment of this counselor? \_\_\_\_\_  
 Do you recommend establishing a plan of improvement?  Yes  No

*(Within twenty (20) days after the date of this evaluation, the counselor may respond and said response shall be attached to this evaluation.)*

_____ Signature of Counselor/Guidance Dean*	_____ Signature of Principal
_____ Date Received	_____ Signature of Evaluator, if other than Principal
	_____ Date Issued

\*The counselor/guidance dean's signature is an acknowledgement that the teacher has received the evaluation on the date indicated.

# SCHEDULE IV

## NEGOTIATIONS PROCEDURAL AGREEMENT

This Negotiations Procedural Agreement (the "Procedural Agreement") is made and entered into by and between Independent School District No. 1 of Tulsa County, Oklahoma and its Board of Education ("Board"), and the Tulsa Classroom Teachers Association ("TCTA").

### **ARTICLE I: PURPOSE**

- a. The purpose of the Procedural Agreement is to strengthen methods of administering employer/employee relations through the establishment of an orderly process of communications pursuant to OKLA. STAT. tit. 70, § 509.1 et seq., also known as The School Employees Negotiations Act.
- b. The Board and the TCTA recognize their responsibilities toward each other in seeking agreement upon matters within the scope of this Procedural Agreement and pledge to conduct professional negotiations in good faith.

### **ARTICLE II: DEFINITIONS**

The following definitions govern the use of these terms in this Procedural Agreement:

- a. The term "Administrator" refers to the employees of the School District having the following positions: Superintendent, Assistant or Associate Superintendent, Program Director, Executive Directors, Principal, Assistant Principal, Teaching Principal and Chief Financial Officer.
- b. The term "Procedural Agreement" means this Negotiations Procedural Agreement.
- c. The term "Negotiated Agreement" shall mean all items agreed to by the TCTA and the Board with the exception of the Procedural Agreement. The Negotiated Agreement will remain in effect until modified or amended through the negotiations process or as otherwise required by law.
- d. The term "TCTA" means the Tulsa Classroom Teachers' Association.
- e. The term "Board" means the Board of Education of Independent School District No. 1 of Tulsa County, Oklahoma.
- f. The term "Negotiator" means the person or persons appointed by the Board to represent it or the person or persons appointed by the TCTA to represent the Bargaining Unit.
- g. The terms "Party" or "Parties" means the Board of Education or its representatives acting on its behalf, and the TCTA, or its representatives acting on its behalf.
- h. The term "School District" means Independent District No. I-1 of Tulsa County, Oklahoma.
- i. The term "Superintendent" means the Superintendent of Schools of Independent District No. 1 of Tulsa County, Oklahoma.
- j. The term "Teacher" or "Teachers" refers to all District employees who are required by the position for which they are employed or assigned to be certified, licensed or entry

teachers as those terms are defined by OKLA. STAT. tit. 70, § 1116 (Supp. 1996) and who do not hold supervisory authority over other teachers in the School District. This definition shall be controlling unless the parties, in connection with a particular item, establish an alternative definition.

- k. The term "Bargaining Unit" means and is comprised of all teachers defined in paragraph "k" above.

### **ARTICLE III: RECOGNITION**

- a. The Board hereby recognizes the TCTA as the sole and exclusive negotiating representative of the bargaining unit.
- b. The provisions in this Procedural Agreement are binding solely on the Board and the TCTA, as the collective bargaining agent for teachers.
- c. The Board recognizes the TCTA as the representative of the teachers in the negotiation of matters pertaining to wages, hours, fringe benefits, and other terms and conditions of employment.

### **ARTICLE IV: SCOPE**

- a. The Board agrees to negotiate with TCTA on wages, hours, fringe benefits and other terms and conditions of employment for teachers in the bargaining unit and any other matters required by law or mutually agreed to by the parties.
- b. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, responsibilities, and obligations conferred upon and vested in it by the laws and Constitution of the State of Oklahoma and the laws of the United States.
- c. The Board and the TCTA recognize that the Board is not permitted to negotiate its nondelegable duties.

### **ARTICLE V: PROCEDURES**

- a. Prior to the time set for entering into the process of negotiating, the Board, through the Superintendent, and the TCTA, through its President, shall each designate, in writing, the names of not more than six (6) persons who shall serve on their respective negotiating teams and be responsible for negotiations pursuant to the provisions of this Agreement. Each party may designate alternates for its negotiating team who shall serve in the absence of other team members. Each party shall also designate the person on their team who shall serve as chief negotiator.
- b. Negotiation meetings shall be closed to all with the exception of the Board and TCTA negotiations team members and those consultants who may be requested to attend by either team. No more than one consultant may be present for each team without the agreement of the other team. The consultant's presence is limited to the time during which an item is being discussed which involves the consultant's special expertise for which his/her presence was required. No recordings or transcription of any negotiation meeting shall be made unless agreed upon by a majority of each team.

- c. The Board through its designated representatives shall meet with the representatives designated by the TCTA to negotiate on wages, hours, fringe benefits and other terms and conditions of employment and any other matters required by law or mutually agreed to by the parties.
- d. Negotiations shall be conducted at the times, places and dates mutually agreeable to the negotiators of each party. The time, place and dates of subsequent meetings shall be mutually agreed upon by both parties prior to the close of each negotiations session. If needed, other meetings can be called by mutual consent of the chief negotiators of both teams.
- e. The notice for negotiations by the TCTA must be in writing. The Superintendent or his/her designee will respond by acknowledging in writing the receipt of the notice for negotiations, within five (5) school days.
- f. The first session will be held at a date, time and place mutually agreeable to both parties.
- g. All items for negotiation shall be submitted by each party at the first negotiations session unless a change is mutually agreed to by the parties. The items shall be sufficiently specific to allow both sides to understand the item and the intent of the item. The parties to this Procedural Agreement acknowledge that it may be difficult to present a precise proposal regarding salary items until sufficient information regarding School District revenues is available to permit the submission of an informed proposal. Accordingly, with respect to salary items, it shall be sufficient at the initial meeting of the parties for TCTA to identify that it is seeking salary and/or fringe benefit increases for its membership.
- h. At such time as the District has furnished TCTA with information available to the District regarding local, state, and federal revenues it anticipates receiving, and the impact on the District's General Fund, TCTA shall have fifteen (15) calendar days in which to submit its salary proposal to the Board's negotiations team. This time line may be changed by mutual agreement of both teams. At such time as the District has submitted a statement of its revenue picture to TCTA, it shall inform TCTA's representatives of any material change to the revenue information within five (5) calendar days of its verification of the revised information. A material change is defined as a net change of 10,000 or more dollars.
- i. Any tentative negotiations agreement reached as a result of negotiations shall be reduced to writing and presented for initialing or signatures by each chief negotiator and presented to the TCTA for ratification. Tentative negotiations agreements between negotiators are not binding on the Board or the TCTA but merely indicate the negotiators' willingness to recommend ratification of the item or items tentatively agreed on by the Board and the TCTA membership. The Association shall submit as soon as possible the final tentative negotiations agreement to the bargaining unit for ratification and shall notify the Superintendent of the results. If ratified by a majority of the bargaining unit, the tentative negotiations agreements shall be presented to the Board for its ratification. The Board shall act upon the agreement within fifteen (15) calendar days following written notice of ratification by the bargaining unit. Upon ratification and after necessary action by the Board, the agreement shall be binding on the parties and shall be implemented.

- j. No further negotiations shall take place for that fiscal year unless mutually agreed to by both parties.
- k. In the event impasse is declared, the parties by mutual agreement may submit one or more items tentatively agreed upon to the members of the bargaining unit and the Board for ratification.
- l. Joint media releases during negotiations and excluding impasse resolution will be the exclusive vehicle for public information dissemination. All releases will be composed, approved and released with the approval of both chief negotiators.

#### **ARTICLE VI: IMPASSE RESOLUTION**

- a. If negotiations on all proposed items are not successfully concluded by the first day of school or other mutually agreeable date, an impasse shall exist as to any items remaining that have not been tentatively agreed to by the negotiators. At any earlier time following initial negotiations either party may declare an impasse.
- b. If an impasse is declared by either party the parties may, by mutual agreement, seek mediation services provided by the Federal Mediation and Conciliation Service (FMCS), or, by other organizations or persons offering mediation services. All costs related to mediation services shall be shared equally by the parties.
- c. If an impasse is declared by either party, the issue or issues in dispute shall be submitted to fact finding. In the event the parties agree to mediation, the fact finding process shall follow mediation. Fact finding shall proceed as follows:

The fact finding committee shall consist of three members. One member shall be selected by the representatives of the TCTA within five (5) days after reaching impasse. One member shall be selected by the Board within five (5) days after reaching impasse. The third member shall be selected in accordance with OKLA. STAT. tit. 70, § 509.7 (Supp. 1996) or as otherwise required by law. The third member shall serve as chairperson of the committee.

In accordance with applicable law, the committee shall meet with the Board or its duly designated representatives and the duly designated representatives of the TCTA for the purpose of fact finding.

- d. Within five (5) days after the selection of a chairperson, the representatives of the parties shall meet to exchange written proposals on each item at impasse. The exchanged proposals shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiating team.
- e. The cost for the services of the fact finding committee, including per diem expenses, if any, and actual and necessary travel expenses shall be equally divided between the parties.

- f. The fact finding committee shall have authority to establish procedural rules, conduct investigations and hold hearings during which each party to the dispute shall be given an opportunity to present its case with supporting evidence.
- g. All hearings by the fact finding committee shall be conducted in closed session and no news releases shall be made by either party or the fact finding committee concerning the progress of such hearings.
- h. The chairperson shall convene the committee for fact finding. The committee shall meet with the representatives of both parties and, within twenty (20) days after selection of the chairperson, shall present its written recommendations to the Board and TCTA. The report shall set forth findings of fact and recommendations on the issues submitted. The parties may by mutual agreement extend the time line for issuance of written recommendations.
- i. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the TCTA. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements as provided for by this section either party may discontinue all negotiation efforts.
- j. The Board shall file a copy of the fact finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall prepare a written agreement and present the agreement to both parties for ratification, and such agreement shall be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent of Public Instruction, in writing, its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.
- k. Should no notice be given by either party, this Procedural Agreement shall automatically renew itself for another fiscal year and the parties hereto, by failure to give such notice, shall be deemed to be bound by each and all of the provisions of this Procedural Agreement.
- l. The Procedural Agreement shall not be modified except by mutual agreement of the parties or as required by law.
- m. Should the school district be annexed, consolidated or closed this Procedural Agreement shall be null and void upon the effective date of such annexation, consolidation or closure.
- n. Should TCTA disband or otherwise cease to exist or lose bargaining rights, this Procedural Agreement shall be null and void upon the effective date of such disbanding or cessation of existence or loss of bargaining rights.

## **ARTICLE VII: DURATION OF PROCEDURAL AGREEMENT**

- a. This Procedural Agreement shall become effective immediately after receipt by TCTA from the Board of written notice to the effect that the Procedural Agreement has been ratified by the Board. The Board, however, shall take no action upon the ratification of the Procedural Agreement until it has received written notice from the TCTA that a majority of the bargaining unit have ratified the Procedural Agreement.
- b. This Procedural Agreement shall continue in effect for successive fiscal year periods, unless notice is given, in writing, no later than 120 days prior to the end of the fiscal year, by either the President of the TCTA or by the Board, through the Superintendent, to the other party in accordance with the provisions of the Procedural Agreement of its desire to modify, amend, or terminate the Procedural Agreement.

## **ARTICLE VIII: GENERAL**

- a. In case of any direct conflict between the expressed provisions of this Procedural Agreement and any Board or TCTA policy and procedure currently in effect and not incorporated in this Procedural Agreement, the provisions of this Procedural Agreement shall control.
- b. If any provision of this Procedural Agreement or application of this Procedural Agreement to any teacher covered hereby shall be found to be contrary to law then all other provisions or applications of this Procedural Agreement shall continue in full force and effect.

This Procedural Agreement shall be governed and construed according to the laws of the State of Oklahoma.



## **SCHEDULE V**

### **FRINGE BENEFITS**

#### **Fringe Benefits**

- Health care coverage
- Dental care coverage
- Life Insurance
- Sick Leave
- Teacher retirement (See Appendix C)
- Social Security
- Long-term Disability
- Immediate Assistance Program (See Schedule V)
- Tax sheltered annuity
- Payroll deductions for professional dues, salary protection insurance
- Free activity card privileges

#### **Flexible Benefits / Cafeteria Plan**

The District acknowledges the interest of TCTA in the District's flexible benefits/cafeteria plan document, the plan's administrative services provider designation, and in any other volunteer benefit plans which are provided for the benefit of District teachers.

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

#### **Group Dental Insurance**

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

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

If Medical Insurance is not provided through the District, proof of other medical coverage is required to be eligible for dental coverage.

To be eligible for dental insurance, teachers who work between 20 hours and 25 hours a week must pay one half (1/2) of what the District pays for the cost of the dental premiums.

### **Group Health Insurance**

The District will contribute to the health insurance premiums for eligible teachers. It is the responsibility of the individual to inform the Insurance Administration Office if he or she wishes to participate in the health care program and have the District pay the scheduled premiums.

Participation is on a voluntary basis.

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

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

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

For those eligible teachers who choose health insurance, the state allocates the amount of "Health Choice High Member Only cost" to be applied to the teacher's individual premium. For those eligible teachers who do not choose health insurance, the state allocates money to be paid to the teacher.

### **Life Insurance**

Life insurance is available to eligible teachers at 1.5 times the teacher's annual salary. The premium for eligible teachers is paid in full by the District.

To be eligible for life insurance programs, teachers who work between 20 hours and 25 hours a week must pay one half (1/2) of what the District pays for the premiums.

The District will make available to all teachers the opportunity to purchase additional group life insurance through payroll deduction at a reduced group rate when a carrier is selected.

**INDEPENDENT SCHOOL DISTRICT  
NO. 1 OF TULSA COUNTY,  
OKLAHOMA**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board of Education**

By \_\_\_\_\_  
**President of the Board of Education**

**TULSA CLASSROOM TEACHERS  
ASSOCIATION**

**B y** \_\_\_\_\_  
\_\_\_\_\_  
**Denzel Kesterson,  
President**

OK \_\_\_\_\_  
JDM

**ALL APPENDICES ARE FOR  
INFORMATION ONLY AND ARE  
NOT PART OF THE MASTER CONTRACT**

## APPENDIX A

### **(For Information Only and Not Part of the Master Contract)**

#### **WORKERS' COMPENSATION**

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

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

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

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

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

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

South Tulsa Location:  
CONCENTRA  
9515 E. 51<sup>st</sup> Street  
Phone #622-7488  
Hours: 8am-5pm

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

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

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

## HILLCREST MEDICAL CENTER – 1120 South Utica

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

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

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

### **Workers' Compensation: Questions and Answers**

1. What exactly is workers' compensation?

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

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

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

3. Who can receive workers' compensation?

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

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

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

5. If I am injured who do I notify?

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

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

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

7. If I am injured, am I required to go to the District's doctors?

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

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

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

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

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

10. How would I receive my compensation payments?

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Do I need an attorney?

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

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

**(For Information Only and Not Part of the Master Contract)**

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

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

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

Certificated                      Support Personnel

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

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

\_\_\_ 1. I would prefer only to have:

Sick Leave Compensation/Personal Leave Supplementation Compensation—

Number of days \_\_\_\_ (To be filled in by a Human Capital representative)

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

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

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

**OR**

\_\_\_ 2. I would prefer only to have:

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

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

**OR**

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

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

          Last                                      First                                      Middle

Address \_\_\_\_\_

          Number & Street                      City                                      State                                      Zip Code

Job Title \_\_\_\_\_ School or Department \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Employee \_\_\_\_\_                                      Witness: \_\_\_\_\_

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

## **APPENDIX B**

### **(For Information Only and Not Part of the Master Contract)**

#### USE OF ALCOHOL AND ILLEGAL CHEMICAL SUBSTANCE BY EMPLOYEES TESTING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT (OTHER THAN BUS DRIVERS)

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

#### Definitions

*Alcohol* -- Ethyl alcohol or ethanol.

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

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

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

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

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

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



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

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

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

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

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

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

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



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

#### Procedures for Alcohol or Illegal Chemical Substance Testing

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

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

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

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



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

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

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

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

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

## Employee Alcohol and Drug Use Tests -- When Required

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

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

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

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

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

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

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

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

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



## Drug Use Tests of Applicants for Employment -- When Required

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

## Applicants Under the Influence of an Illegal Chemical Substance

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

## Person Authorized to Order Alcohol or Drug Testing

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

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

## Circulation of Policy

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

## The Standards for Workplace Drug and Alcohol Testing Act

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

Issued: July, 1994

Revised: January, 2009

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

## **APPENDIX C**

### **RETIREMENT**

#### **(For Information Only and Not Part of the Master Contract)**

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

#### **Additional Information**

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

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

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

#### **Contributions**

Members are required to contribute a percentage determined by law of their gross annual salary. State law provides that every teacher employed by a school district who qualifies for a minimum salary pursuant to the State's minimum salary schedule shall have a specific amount credited against the teacher's contribution to the Teachers' Retirement System.

## **APPENDIX D**

### **(For Information Only and Not Part of the Master Contract)**

#### **Employee Assistance Program (EAP)**

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

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

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

At the District, our goal is to help resolve the problems before the teacher becomes unemployable or the family dysfunctional.

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.

## **APPENDIX E**

**(For Information Only and Not Part of the Master Contract)**

### **COBRA**

**(Consolidated Omnibus Budget Reconciliation Act of 1986)**

Under federal law, the District is required to offer covered teachers and covered family members the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates when coverage under the plan would otherwise end due to certain qualifying events. This notice is intended to inform teachers (and covered dependents, if any) in a summary fashion of the options and obligations under the continuation coverage provisions of the law. Contact the Human Capital Division for more information.

## APPENDIX F

(For Information Only and Not Part of the Master Contract)

### **TULSA TEACHERS AND EMPLOYEES IMMEDIATE ASSISTANCE CLUB**

The TTEIAC is a group organized to provide financial assistance to a beneficiary upon the death of the member. TTEIAC was organized in 1941 and has provided assistance to members for 65 years. *In 65 years there have been 118 assessments for a average yearly cost of \$3.73.* Subject to qualifications, membership is available to full-time employees of Tulsa Public Schools, spouses and unmarried children.

#### The way it works upon the death of a member:

An amount equal to \$2.00 times the number of members, at the time of the death, is paid to the beneficiary.

Each member is assessed \$2.00 to reimburse the fund.

Assessments are collected through payroll deduction the month following the death of a member.

#### Qualifications to become a member:

An individual in good health who is also:

A full time TPS employee

A spouse of a full time TPS employee

An unmarried, dependent child who has not reached the age of 25 and is covered by the health insurance (employee must be a member).

#### Apply for membership today!

Complete an application form;

Complete a payroll deduction authorization form;

Pay \$2.00 for each assessment since January of the year you became 50;

Pay \$4.00 enrollment fee (Check, cash or money order) which becomes part of the reserve fund.

**Return all forms to the TCTA office**

***Upon acceptance, you will be issued a certificate of membership.***



**APPENDIX F [FORM]**

**TULSA TEACHERS AND EMPLOYEE IMMEDIATE ASSISTANCE CLUB**

Tulsa Public Schools

Application for Membership

Legal Name of Employee: \_\_\_\_\_

Assignment: \_\_\_\_\_ Location: \_\_\_\_\_

Social Security#: \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_

Legal Name of Applicant: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_

Relationship to Employee: \_\_\_\_\_ Spouse \_\_\_\_\_ Son \_\_\_\_\_ Daughter \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State \_\_\_\_\_ Zip: \_\_\_\_\_

Legal Name of First Beneficiary: \_\_\_\_\_

Relationship: \_\_\_\_\_

Mailing/Street Address: \_\_\_\_\_

City/State & Zip Code: \_\_\_\_\_

Legal Name of Second Beneficiary: \_\_\_\_\_

Relationship: \_\_\_\_\_

Mailing/Street Address: \_\_\_\_\_

City/State & Zip Code: \_\_\_\_\_

I hereby make application for membership in the Tulsa Teachers and Employee Immediate Assistance Club. I agree to abide by the constitution and by-laws of the Club and all amendments that may be made from time to time. I understand that this is not an insurance company, but rather a designated group of employees who have made advance contributions to assist their fellow employees in case of death. Furthermore, I understand that this Club does not promise to pay any stipulated amount of benefits. I hereby swear that I have no disease or ailment of a serious nature that prompts me to seek membership, that I am in good health on this date and that the information given above is correct.

Signature of Applicant

Date

Signature of TPS Employee's Relative

Date

**ATTACH CHECK FOR \$4.00 PAYABLE TO TTEIAC**

**TTEIAC EXECUTIVE BOARD REPORT**

FAVORABLE; \_\_\_\_\_ UNFAVORABLE:  
\_\_\_\_\_ TTEIAC Certificate Number:

\_\_\_\_\_  
(Supplied by TTEIAC Secretary)