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Title: **Tulsa Public Schools and Tulsa Classroom Teachers Association (TCTA), (2002)**

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Certificated Personnel Handbook

2002-2003

TCTA (Indi)



TULSA PUBLIC SCHOOLS



9/1/02 -- 8/31/03

2,700 teachers

Tulsa, Oklahoma

50 pages

11/14/02

STATEMENT OF VISION

The vision of Tulsa Public Schools
is for every student to achieve
maximum success through
excellent academic programs.

BOARD PRIORITIES FOR 2000-2001

IMPROVE STUDENT SUCCESS

Identify, develop, implement and evaluate strategies to enhance student achievement; collect and report data relative to student and school performance; assist schools and communities by supporting efforts to maximize the resources available for assuring student success; review alternative education programs and services; expand fine and performing arts experiences for all students; enhance and expand early childhood programs; ensure safe and secure school environments; and, implement strategies to expand the availability of demanding and challenging coursework at all levels and schools.

EXPLORE OPPORTUNITIES

Develop, publish and defend a legislative platform addressing Tulsa Public Schools' needs and priorities; review school attendance zones and magnet school purposes, processes, and procedures; study grade level organization strategies particularly as it relates to middle schools; explore district operated before and after school programs; and, review and make recommendations concerning middle school athletics.

IMPROVE DISTRICT MEASURES

Analyze demographic trends and review student performance data; complete information systems' implementations and develop appropriate plans to support enhancements; create and publish a formal accountability plan; define site-based management and shared decision making processes and procedures; and, implement "Quality Management" strategies relative to defined best practices for local educational agencies.

ENGAGE THE PUBLIC

Increase public participation via open and effective communication strategies with all stakeholders; review and make recommendations relative to expanded and enhanced services for families; review school starting and ending times and school calendars; review student dress codes; and, develop effective strategies to assist the community in its consideration of bond programs.

IMPROVE EMPLOYEE SATISFACTION AND ACHIEVEMENT

Develop and communicate employee expectations in support of enhanced district performance; implement expanding programs for employee recognition and appreciation with particular attention to support employees; improve employment, promotion, and retention programming; support improved staff development opportunity; review job descriptions, classifications, and duties and responsibilities; ensure safe and secure working conditions; and, define, assess, and report administrative effectiveness.

EXPAND RESOURCES

Expand access to Tulsa Technology Center programs and services; review strategies and procedures for attaining maximum return on investment; secure increased revenues by pursuing appropriate contracts and grant opportunities; review budget development processes and procedures targeting increasing revenues directly in support of schools/students; support continuing investment in school facilities; and develop formal staffing plans and procedures for providing personnel resources to schools.

Any employee to whom improper comments or actions are directed should utilize the procedure set out in Board Policy AC-R, Nondiscrimination/Equal Opportunity (Staff/Student/Citizen Complaints and Grievances EPS Code: AC-R). Violation of this policy by an employee may result in disciplinary action, including a recommendation for employment termination in the event of repeated incidents.

Standards of Performance and Conduct for Teachers

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

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

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

Principle I - Commitment to the Students

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

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

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

Principle II - Commitment to the Profession

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

In order to assure that the quality of the services of the teaching profession meets the expectations of the State and its citizens, the teacher shall exert every effort to raise professional standards, fulfill professional responsibilities with honor and integrity, promote a climate that encourages the exercise of professional judgement, 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

- A. Subject to the provisions of the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:
 1. Willful neglect of duty,
 2. Repeated negligence in performance of duty,
 3. Mental or physical abuse to a child,
 4. Incompetency,
 5. Instructional ineffectiveness,
 6. Unsatisfactory teaching performance, or
 7. Any reason involving moral turpitude.
- B. Subject to the provisions of the Teacher Due Process Act, a probationary teacher may be dismissed or not reemployed for cause.
- C. A teacher convicted of a felony shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued.

year teachers, in accordance with this act, except as otherwise provided by law.”

The procedures for all new teacher candidates are as follows:

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

Beginning Teachers

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

Residency Program

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

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

Payment of Contract Teachers Without Valid Certificates/Licenses

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

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

Salary Schedule

A teacher will be considered as having had one year of experience if he or she has taught not less than six months during not more than two school years.

Teachers with 8 years or less of approved teaching experience are started at the corresponding step on the schedule. Salary credit for substitute teaching experience will be approved beginning with teachers hired in the 1995-96 school year, provided the teacher has substituted for Tulsa Public Schools for at least 120 days in one of the previous three contract years. Two years of credit will be approved for at least 240 days spanning two of the previous three contract years. No more than two years of substitute teaching credit will be granted (1995). All first-term appointments shall be probationary for a term of three years. Beginning with the 1990-91 school year, all experience previously earned in the District shall be credited toward placement on the salary schedule for teachers being rehired (1990).

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 (1989).

Career Increments – Definition of “Creditable” Service Requirement

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

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

Rates of Pay for Special Assignments

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

Annual Rate	
Academic Bowl Coach, Middle School	\$ 1,000.00
Academic Bowl Coach, High School	\$ 3,000.00
Assembly Coordinator, Middle School	\$ 969.00
Assembly Coordinator, High School	\$ 969.00
Breakfast Program Supervisor	\$ 1,312.00
Bus Duty (Early Arrival/Late Departure)	\$ 1,600.00
Class Sponsor - Freshman	\$ 1,131.00
Class Sponsor - Sophomore	\$ 1,131.00
Class Sponsor - Junior	\$ 1,131.00
Class Sponsor - Senior	\$ 1,454.00
Community School Principal	\$ 969.00
Competitive Speech	\$ 1,800.00
Department Chairperson (Minimum)	\$ 312.00
Department Chairpersons - Split (Maximum)	\$ 1,616.00
Dietitian, Supervisor	\$ 1,616.00
Double Section (1) - 1/8	\$ 600.00
Double Section (2) - 1/4	\$ 800.00
Double Section (3) - 3/8	\$ 1,000.00
Double Section (4) - 1/2	\$ 1,200.00
Double Section (5) - 5/8	\$ 1,400.00
Double Section (6) - 3/4	\$ 1,600.00
Double Section (7) - 7/8	\$ 1,800.00
Double Section (8) - 8/8	\$ 2,000.00
Drama High School	\$ 1,800.00
Drama Middle School	\$ 1,200.00
Elementary School Allocation Special Duties	\$ 1,000.00
Freedoms Foundation Coordinator	\$ 323.00
Future Teachers of America Sponsor, High School	\$ 323.00
Home Base Advisory Coordinator	\$ 969.00
ID Team Leader, Middle School (Minimum)	\$ 312.00
(Maximum)	\$ 1,616.00
Impact Program	\$ 484.00
Intramural (1)	\$ 969.00
Intramural (2)	\$ 484.00
Intramural (3)	\$ 323.00
Intramural (4)	\$ 242.00
JROTC	\$ 1,454.00
Leadership (Middle School JROTC)	\$ 1,454.00
National/State Honor Society Affiliate Sponsor	\$ 808.00
Newspaper Sponsor, Elementary	\$ 404.00
Newspaper Sponsor, Middle School	\$ 600.00
Newspaper Sponsor, High School	\$ 808.00
Cheerleading Sponsor, High School	\$ 2,500.00
Pompon Sponsor, High School	\$ 2,000.00
Safety Patrol Sponsor, Elementary	\$ 484.00
Site Technology Contact (Formerly Audio-Visual - Elem., Middle & H.S.)	
Schools with less than or equal to 400 Students	\$ 1,200.00
Schools 401 to 700 Students	\$ 1,500.00
Schools with more than 700 Students	\$ 1,800.00
Stagecraft, Middle School	\$ 808.00
Stagecraft, High School	\$ 969.00
Student Council Sponsor, Elementary	\$ 484.00
Student Council Sponsor, Middle School	\$ 969.00
Student Council Sponsor, High School	\$ 1,293.00
Teacher-In-Charge, Elementary	\$ 1,000.00
Team Leader	\$ 1,616.00
Treasurer, Middle School	\$ 2,500.00
Treasurer, High School	\$ 1,300.00
Treasurer, Non-Certificated High School	\$ 1,000.00
Tulsa Reads	\$ 400.00
Vocal Music, High School	\$ 1,500.00
Yearbook Sponsor, Middle School	\$ 484.00
Yearbook Sponsor, High School	\$ 969.00

Special Assignments Requiring Certification

	Annual Rate
Counselor, Elementary	\$ 1,600.00
Counselor, Middle School - Ext. 1/4 month*	\$ 1,600.00
Counselor, Senior High - Ext. 1/2 month*	\$ 1,600.00
Counselor, Vocational Education	\$ 1,600.00
Guidance Dean, Middle School - Ext. 1/4 month*	\$ 1,900.00
Guidance Dean, High School - Ext. 1/2 month*	\$ 2,100.00
Instructional Media Specialist, High School - Ext. 1/4 month*	\$ 808.00

All sports may qualify for an assistant; however, no sport is guaranteed an assistant.

	Annual Rate
Basketball, Assistant-Boys/Girls	\$2,251.00
Basketball, Ninth Grade Coach-Boys/Girls	\$1,851.00
Football, Assistant-Ext. 1/4 month	\$2,914.00
Football, Ninth Grade Coach	\$2,514.00
Soccer, Head-Boys/Girls	\$1,897.00
Soccer, Assistant	\$1,050.00
Volleyball, Head	\$1,897.00
Volleyball, Assistant	\$1,050.00
Wrestling, Assistant	\$1,872.00

Assistant salaries, not listed on the salary schedule for special assignments, shall be one-half (1/2) of the salary of the Head Coach for the sport to which the assistant is assigned. (1997)

Special Assignments - General Information

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

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

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 that instance, the site may utilize money reserved for one position for an alternative position warranted by the needs of the site.

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.

Drivers Education - Hours Required Outside The Contract Day

Drivers Education teachers will receive \$15.00 per hour for hours required outside the contract day. (2000)

TCTA Dues Deductions

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

Salary Adjustments

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

Salary Increment

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

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

Travel Reimbursement

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

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

Absences Requiring Written Requests

Definition of An Absence

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

Written Requests

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

Exceptions to this procedure would be:

1. Employees whose normal duties require that they be away from their assigned building headquarters on a regular basis. Examples: visiting counselors, supervisors, etc.
2. Employees whose principals or immediate supervisors may send them out of their assigned building to perform duties unique to the requirements of the position or the needs of the school or department. Example: A high school counselor may be requested by the principal to visit a feeder middle school for preenrollment purposes.

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

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

Absences will be considered under one of the following categories:

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

Procedure for Reporting Absences

Employees are required to report all absences directly to the building principal or his/her designee and to SubFinder. If the employee's supervisor is a person other than the building principal, then the employee's absence is 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 absences. At a minimum, these instructions shall specify who to contact in the event of any absence and one or more alternate 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 employee shall phone SubFinder regarding his or her absence.

Employees shall report an absence as soon as possible following recognition that the employee will be unable to report to work or will be tardy in reporting to work. (2000)

Notice Of Return To Work

Employees are required to notify the principal or his/her designee of absences. Additionally, employees are responsible for notifying the principal (or designee) of the anticipated length of an absence. An employee must notify the principal as soon as his/her return date is known. If an illness is involved, a Return to Work form should be submitted to Human Resources and to the site administrator.

In the event an employee fails to notify the principal of an intent to return to work and the employee and the substitute report on the same day for assignment, the employee is subject to the loss of a minimum of one-half (1/2) day of substitute deduct pay. (2000)

Reducing Teacher/Employee Absences

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

Record/Report of Absences

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

Category I Absence With Pay A. Sick Leave

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

Written Request – A written request is not required.

Prior Approval – Prior approval is not required.

B. Emergency Leave

Emergency leave may be granted certificated employees for reasons indicated in the Emergency Leave/Personal Leave for Certificated Personnel Bulletin, January, 1980.

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

After the principal signs the summons, it will be sent to the Division for Human Resources, where the category applicable to the request will be noted on the summons.

If the excuse falls under the Condition 4, the summons will be forwarded to the Superintendent, who, should he determine that the jury service would be a hardship on the students, will place a statement to that effect on the summons, sign it, and return it to the Division for Human Resources.

The summons will then be mailed to the School Board attorney, who will take necessary legal proceedings to have the individual's request properly processed. An employee is not excused until the request has been approved by the court.

The attorney will notify the Division for Human Resources regarding the determination. The Chief Human Resources Officer will then notify the employee.

An individual who has not been advised that his/her request for excuse has been approved or denied should call the office of the Chief Human Resources Officer on the day prior to the reporting day.

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

Jury Duty Pay

If an employee absent on jury duty needs a substitute, this substitute will be paid by the school district. The employee (teacher, or otherwise) will incur no loss of salary. When the employee has been reimbursed for jury duty by the court, he or she will endorse the warrant and send or bring it to the Treasurer of the Board of Education in the Education Service Center. Thus, the employee has all regular salary and the school district is partially repaid for loss of service or for the substitute's pay. If a teacher should serve on a jury during the summer when school is not in session, the teacher would keep the reimbursement from the court inasmuch as the school district has not lost service or substitute's pay.

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

Suspension of Employees

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

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

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

Certificated Personnel Absences And Leave

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

Absence Due To Illness

1. Sick Days

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

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

A. Conditions Qualifying for Use of 10 Sick Days

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

E. Donated Sick Days

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

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

2. FAMILY AND MEDICAL LEAVE

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

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

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

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

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

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

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

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

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

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

When a request for leave under this Act has been received by the Chief Human Resources Officer, the employee will be for-

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

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

Personal Leave

Five days of Personal Leave will be granted, upon request, by a teacher, at a cost to the teacher of \$50.00 per day for the first and second days, and a cost of \$70.00 per day for the remaining three days. (2000)

School Business Leave

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

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

Temporary Military Duty

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

Extended Leaves of Absence

Extended leaves of absence without pay may be granted for the reasons stated in this section only after the employee has been employed by the Tulsa School District for at least three consecutive years as a full-time contract teacher, except in cases of involuntary military service. Extended leaves of absence will not be granted to employees who do not meet the conditions or who fail to follow the procedures outlined in this policy. All extended leaves of absence are granted to June 30 of the year in which the leave commences and may be renewed in certain instances upon written request as stated below. Employees requesting an extended leave of absence or renewal of a previously granted extended leave of absence shall submit a written request to Human Resources. Such request shall designate the reason for such leave, and the beginning and terminal dates of the requested leave shall be filed, when possible, not less than one month prior to the beginning of the requested leave of absence. All extended leaves of absence shall expire automatically on June 30 of each year, subject to renewal as herein provided. If the position of the employee is eliminated during the first calendar year of the extended leave of absence, the employee shall be returned to a substantially equivalent position.

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

Extended leaves of absence are granted in the following situations:

A. Infant Child Care (1968)

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

B. Personal Illness (1968)

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

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

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

D. Further Study

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

E. Public Office

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

F. TCTA President and First Vice President

The TCTA President and First Vice President shall be given an extended leave of absence from their regular teaching assignment and during the leave be given credit on the salary scale for years in which they serve as President or Vice President. Upon return, the former officers will be restored to their previous assignments. In the event the previous

The purpose of the above policy is to enable an employee to be on a leave for one calendar year and return to the same position. This regulation will cover all categories of extended leaves of absence EXCEPT "D. Further Study" and "H. Sabbatical". In granting an extended leave of absence beyond one year or returning from a one year extended leave of absence under category "D. Further Study" and "H. Sabbatical" the District signifies to its intention to reemploy the employee in a similar position at the end of the leave, providing:

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

Definitions

A. Absence

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

Exceptions to this procedure would be:

1. Employees whose normal duties require that they be away from their assigned building headquarters on a regular basis.
Example: Elementary counselors, instructional assistants.
2. Employees whose principals or immediate supervisors may send them out of an assigned building to perform duties unique to the requirements of the position or the needs of the school or department. **Example:** A high school counselor may be requested by the principal to visit a feeder junior high or middle school for preenrollment purposes.

B. Immediate Family

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

General

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

Workers' Compensation

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

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) within 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: CONCENTRA HEALTH CENTERS, 1541 N. Sheridan Road or 9515-G E. 51st St. for medical attention.

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

ST. FRANCIS HOSPITAL – 6161 South Yale

ST. JOHN MEDICAL CENTER – 1923 South Utica

TULSA REGIONAL MEDICAL CENTER – 9th and Jackson

HILLCREST MEDICAL CENTER – 1120 South Utica

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

An employee who is temporarily totally disabled within the meaning of the Workers' Compensation Act will be placed on an indefinite leave of absence. An employee who ceases to receive temporary total disability compensation shall have thirty (30) days from the date of the temporary total disability or right to receive temporary total disability compensation ceases, whichever is later, to request reinstatement. A request for reinstatement shall be made in writing to Human Resources. Failure to submit a written request for reinstatement within the thirty (30) day period will result in termination of the employee who will no longer have the right to return to work. A request for reinstatement must be accompanied by a release to return to work signed by a qualified physician.

Life Insurance

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

Additional life insurance is available through the Oklahoma State and Education Employees Group Insurance Board and Metropolitan Life Insurance Company (MetLife).

Employee Safety

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

Transfers

Education Staff

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

Teachers requesting transfers should fill out the Certificated Personnel Transfer Request Form. The request forms can be obtained from the Division of Human Resources. Forms should be addressed to the attention of the Chief Human Resources Officer. A teacher/principal interview may be initiated by the Superintendent, principal, teacher or Human Resources personnel. Arrangements for interviews will be coordinated by the Director of Certificated Personnel.

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

Except under unusual circumstances, teachers should remain in the same assignment for a minimum of two years before asking for a transfer. If professional circumstances warrant, teachers may request, in writing, that the two-year requirement be waived. The administration shall review each case on an individual basis. In the case of an administrative transfer, the teacher shall be eligible to request a transfer within one year of an assignment received following an administrative transfer (1998).

Teachers who have served two years in the Tulsa Public Schools, but who are unable to complete two years in one building because of being trimmed, shall be allowed to request transfer (Revised 1987).

When vacancies or new positions which will occur at the end of a semester are known by Human Resources at least 20 working days prior to the end of a semester, they shall be publicized (when possible) in the Superintendent's Bulletin at least three weeks prior to end of that semester and shall not be filled before five working days after publication. Human Resources will first consider filling such positions from within the system.

Any vacancies or new positions of certified staff occurring during the school year shall be posted in the building involved.

Human Resources will be reluctant to break the continuity of classroom instruction by transferring a teacher during a semester and will generally do so only if a promotion which involves a salary adjustment is indicated.

A position which needs to be filled temporarily because of a leave of absence is not considered a vacancy.

A request by a certificated employee for a transfer should be made as early as possible but not later than April 1 or December 1, if it is to be considered for the following semester (1968 - Revised 1995). Requests that are not approved must be resubmitted each year.

Teachers on the transfer list will be given an opportunity to interview for a vacant position for which they are certified and qualified (1994).

A list of all current vacant teaching vacancies 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 (1994).

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 deregulations
6. Other memos deemed appropriate by the administration

Administrative Transfers

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 five days of his/her receipt of the Notice. The initiating administrator shall set the conference within five calendar days of receipt of the request for meeting. Following notice the teacher may have two weeks to seek an alternate assignment through the District's vacancy list.

At the meeting the teacher shall present orally, in writing, or both the reasons why the transfer should be canceled, set aside, or otherwise modified. Members of the bargaining unit shall be entitled, upon request, to association representation at the conference. 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. (1999)

Staff Reduction

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

Tuberculin Test

New employees must furnish proof that they are free from infectious tuberculosis. Acceptable proof must have been performed within the current year and be signed by a licensed physician, the city-county health department, or the school health department. If an employee's test is positive, a negative chest x-ray must be presented. Persons with a positive tuberculin reaction and a stable abnormal chest x-ray must be recertified free of contagious tuberculosis every five (5) years by signing a statement that they are free of pertinent symptoms. If symptomatic, a stable chest x-ray must be presented every five (5) years. All of the above documents should be submitted to Health Services.

Resignations

Any employee desiring to resign shall give to the Superintendent written notice at least thirty days prior to the effective date of resignation (Revised 1989). All resignations will be referred to the Human Resources Division for immediate processing. Resignations should not be directed or written to principals.

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

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

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

Teacher Dismissal

(Teacher Due Process Act of 1990)

Causes for Dismissal or Termination of Contract

A. Teachers may be dismissed for the following reasons:

- | | |
|--|-------------------------------------|
| Willful neglect of duty | Instructional ineffectiveness |
| Repeated negligence in performance of duty | Unsatisfactory teaching performance |
| Mental or physical abuse of a child | Reasons of moral turpitude |
| Incompetency | Felony |

B. Procedures for dismissal:

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

New Teacher Orientation

A program shall be conducted for the introduction of new teachers into the school system, providing a minimum of two days of orientation prior to the reporting date for all teachers (1968).

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 (1969).

Helping Teachers

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

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

shall have observed the teacher at work at least two (2) times, or three (3) times if the teacher shall promptly after the second observation request still another observation. No teacher shall receive adverse comments from any observer in the presence of pupils (1968).

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

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

Procedure for Recourse

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

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

Procedure for Filing

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

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

Evaluation records shall be confidential and access to such records shall comply with State and Federal Acts, and the provisions of Senate Bill 249, which specifies that such records shall be available to the court, to the Board of Education, to the administrative staff, to another school board to which the teacher applies for employment, and to the hearing panel, as provided by this bill.

Provisions for Amendments

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

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

Both the principal and the teacher should keep in mind the following specific items for rating on the CONFIDENTIAL EVALUATION form (see page 29).

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

1. Any written evaluation report which is intended for the teacher's file in Human Resources shall be on an official TEACHER'S CONFIDENTIAL EVALUATION form or a JOB TARGETS REPORT form, together with attachments.

2. The principal is to complete the TEACHER'S CONFIDENTIAL EVALUATION by rating the teacher's performance on each of the 29 items in Section B and making recommendations in Section C. Each "Unsatisfactory" rating requires that the principal complete a JOB TARGETS REPORT. For a "Needs to Improve" rating, the JOB TARGETS REPORT is optional unless requested by the teacher, in which case the principal is required to prepare one.

3. The JOB TARGETS REPORT form is intended primarily to supplement the TEACHER'S CONFIDENTIAL EVALUATION. However, if the principal observes a single area of unsatisfactory performance which needs immediate correction, and if the principal is not yet ready to make an assessment of the teacher's total performance, the JOB TARGETS REPORT form may be used both to cite the deficiency and to give instructions for correcting the problem (1978).

Upon written request by an employee, job targets may be removed, with the written approval of the Director of Certificated Personnel, from the employee's personnel file after three (3) years from the issuance of the job target.

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

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

5. Upon completion, a copy of the TEACHER'S CONFIDENTIAL EVALUATION and/or the JOB TARGETS REPORT is to be given to the teacher. The evaluation shall be acknowledged at that time by the teacher's signature. The teacher has two weeks after the date of the evaluation in which to respond and said response shall be a part of the record.

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

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

8. The performance of teachers who are new to the Tulsa Public Schools and those on probation are to be evaluated at least two times per school year, once prior to November 15 and once prior to February 10 of each year.

9. Teachers who have been given job targets will be allowed reasonable time to correct the deficiencies noted. The JOB TARGETS REPORT shall specify the date by which the teacher is expected to achieve the improvement described. No official re-evaluation of the job target is to be made prior to that date except by mutual agreement between the principal and the teacher. At the end of the stipulated time, the principal shall review the results of required actions and provide the teacher with a written notice of satisfactory or unsatisfactory compliance. Again, this report shall be signed by both the principal and the teacher and copies distributed as indicated.

10. A teacher may request a performance evaluation at any time.

11. A principal will prepare a TEACHER'S CONFIDENTIAL EVALUATION and/or a JOB TARGETS REPORT on any teacher when, in the principal's opinion, the performance of the teacher is less than satisfactory.

12. Teacher's rebuttal to an evaluation or job target shall be sent to the Human Resources Division within twenty (20) days of receipt of same, and shall be attached to the evaluation or job target. The Human Resources Division will acknowledge receipt. The teacher will submit a copy of the rebuttal to the principal.

13. Documenting dates of classroom visits is a good practice in all cases and is required when any portion of the evaluation indicates less than satisfactory work.

14. All evaluations of teachers will be completed no later than May 1 of the school year, except for teachers who have job targets in effect.

Teacher Admonishments/Job Targets

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

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

Assistance Team

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

TPS and TCTA agree to delete the 1991 agreement, concerning the Assistance Team, from the Negotiated Agreements. This is upon the condition and with the understanding that the deletion of this agreement does not limit the right of the District to institute, in its discretion, a team for the purpose of assisting an employee to overcome employment deficiencies related to inadequate job performance. (2000)

Certified Employee Personnel File

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

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

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

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

Teacher-Parent Conferences

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

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

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

Teacher-Administrator Conferences

Any time a member of TCTA is asked to confer with an administrator on an issue of professional competency or job performance, the TCTA members shall have the right to have a representative of TCTA present, on request (1987).

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

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

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

At the request of the teacher to the designated authority a student may be removed from a class and not be allowed to return until a conference is held between the teacher, the parents or guardians, and a representative of the administration (1977). The decision to exclude the student from class pending the parental conference should be based on the student's prior record of misbehavior, documented remedies which have already been tried, and the probable length of time the student will be out of class before the parents or guardians can be available. If the exclusion is likely to be prolonged (more than three days) consideration may need to be given to some other remedy.

Faculty Meetings

Except in an emergency, after-school building faculty meetings will be held on Mondays. When held, district-wide departmental meetings will be on the second or fourth Thursday of the month. All district meetings will be scheduled so as not to conflict with TCTA meetings on the second Wednesday of each month. TCTA Board of Directors will be excused from any meetings held on the first Wednesday of each month. This schedule will not prevent a building from holding faculty meetings on a weekday morning (1995).

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

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

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

Telephone Service

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

Protection of Teachers

A. Assistance in Assault Cases

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

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

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

B. Legal Counsel

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

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

C. Compensation for Lost Time

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

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

Posting of Vacancies

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

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

Position Upgrades

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

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

Outside Work

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

No education employee shall engage in the selling of books to the residents of this school district. This restriction shall apply throughout the period when the employee is under contract with the Board of Education, during the interim period when the employee has been notified that it is the intention of the Board of Education to reemploy the teacher and/or when a continuing contract is in effect.

Professional Improvement

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

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

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

Undergraduates Hours

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

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

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

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

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

Workshops/Seminars

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

Educational Conferences

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

Conferences, Workshops

Teachers required to attend workshops, seminars, or planning meetings that are held beyond the hours of the contract shall be compensated at the rate of \$15.00 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 the teacher, the teacher shall receive the compensation provided for in the grant (1997).

Departmental Meetings

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

Mandated Attendance at Special Events

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

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

Scheduling

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

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

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

Committees

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

Fringe Benefits

Health care coverage

Dental care coverage

Life insurance

Sick Leave

Credit on salary schedule for previous experience and military service

Annual salary increments

Teacher retirement

Social Security

Payment for unused sick leave

Leaves of absence for further study, illness, child care, military service

Immediate Assistance Club

Tax sheltered annuity

Credit unions – local and state

Payroll deductions for professional dues, salary protection insurance

United Way contributions

*Free activity card privileges

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

EAP

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

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

• Marital

• Legal

• Drug abuse

• Alcoholism

• Financial

• Emotional

• Stress-related

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

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

DENTAL - ACTIVE	Member	+ Spouse	+ Child	or Children
HealthChoice Dental	\$19.78	\$19.78	\$14.84	\$39.88
Prudential HealthCare DMO	\$10.35	\$ 9.55	\$ 9.03	\$18.24
UDC/Dental	\$11.50	\$ 8.92	\$ 8.40	\$16.56

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

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

LIFE - ACTIVE

HealthChoice Basic Life (\$20,000)	.....\$2.68
First \$20,000 of Supplemental Life	.....\$2.68

Age-Rated Life (per \$1,000)

<30	.....\$0.06	55-59	.....\$0.62
30-34	.....0.06	60-64	.....0.72
35-39	.....0.10	65-69	.....1.18
40-44	.....0.14	70-74	.....2.00
45-49	.....0.22	75+	.....3.10
50-54	.....0.38		

Dependent

Low Option	.....\$1.48
High Option	.....2.44

VISION - ACTIVE

	Member	Spouse	Child	Children
Spectera	\$8.77	\$6.22	\$4.95	\$7.50
VSP	\$7.66	\$4.60	\$4.85	\$7.91

Additional Life Insurance is available through Reliance Standard Life Insurance Company. Call the Benefits office at (918)-746-6329 for information.

Federal Withholding

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

Social Security/FICA Tax

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

State Withholding Tax

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

Benefit Payout Following Termination of Employment (Insurance)

July and August benefits are now paid to any teacher who takes a "regular" payout; that is, receives a paycheck in July and August. That practice will continue for the 1998-99 school year and until otherwise altered, with notice to TCTA, by the School District. (1998)

Retirement

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

I. Who May Join

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

II. Contributions

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

III. Additional Information

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

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

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

IV. Notification to Tulsa Public Schools

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

tive to attend a meeting or a 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 in 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 in interest at any Level of this Procedure to appeal the grievance to the next Level within the specified time limits shall be deemed acceptance of the decision given at that Level.

M. All necessary forms and documents for the filing of grievances, making reports and appeals regarding the grievances, shall be provided to the certified employee upon a 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 in interest and their designated representatives as defined in Section III, items C and D.

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

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

R. No reprisals will be taken by the Board of Education, any member of the administrative staff, the TCTA, or TCTA's officers against any aggrieved person, a 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.

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

A. If an employee is not satisfied with the disposition of his/her grievance under Level One above, the grievant may file a written grievance on Grievance Form A with his/her principal or immediate supervisor within ten (10) 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.

B. Within five (5) days of receipt of the decision rendered by the principal or immediate supervisor, the decision shall be appealed to the Building Grievance Committee prior to any appeal to the Superintendent. The grievant is not required to appeal to the Building Grievance Committee if he/she does not intend to file an appeal with the Superintendent. The appeal shall include a copy of the principal or immediate supervisor's decision and the grounds upon which the decision is regarded as incorrect. The Building Grievance Committee shall indicate whether it supports the grievance and, if not, the basis upon which the Committee has failed to approve the grievance. The appeal to the Building Grievance Committee shall be made within five (5) days of the grievant's receipt of the principal or immediate supervisor's decision. The Building Grievance Committee shall have five (5) days to render its opinion regarding the grievance.

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 with the Superintendent within five (5) days of the decision issued at Level Two. The appeal shall include a copy 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 in interest. Within five (5) days of the hearing, the Superintendent shall communicate his/her decision in writing to the principal or immediate supervisor and the aggrieved person and any party in interest.

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

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

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

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

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

Schedule of Teachers' Pay Periods for 2000-2001 School Year

Periods during which absences reflect on payroll

Pay Periods	Pay Dates
July 24 August 20	September 20
August 21 September 17	October 18
September 18 October 15	November 20
October 16 November 19	December 20
November 20 December 17	January 19
December 18 January 21	February 20
January 22 February 18	March 20
February 19 March 25	April 20
March 26 April 22	May 18
April 23 May 27	June 20
May 28 July 1	July 20
July 2 July 29	August 19

Pay Periods for New Employees

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

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

Vacation Policy

All employees must utilize earned vacation each year. When such vacation time is not utilized within one year from June 30, it shall be necessary to forfeit entitlement to such vacation. Upon retirement or termination, persons having unused vacation time earned during their final year of employment are eligible to be reimbursed for such vacation.

I. Employees Covered

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

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

II. Effective Date

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

III. Vacation Days Not Used

Vacation days may not be accumulated from one year to another. Days not used during the succeeding year will be lost.

Continuous Learning School Sites Calendar for 2002-2003 School Year

REGISTRATION OF ALL TEACHERS: Wednesday, August 14, 2002

CLASSES BEGIN: Monday, August 19, 2002

FIRST QUARTER: Monday, August 19, 2002 through Wednesday, October 16, 2002

SECOND QUARTER: Monday, November 11, 2002 through Thursday, January 30, 2003

THIRD QUARTER: Friday January 31, 2003 through Thursday, April 24, 2003

FOURTH QUARTER: Friday April 25, 2003 through Thursday June 26, 2003

*Classes Close: Thursday, June 26, 2003

*Teachers' Last Day: Friday, June 27, 2003

Classes will not be in session:

PROFESSIONAL DAYS:

Wednesday August 14, 2002	Thursday, October 17, 2002
Thursday, August 15, 2002	Friday, October 18, 2002
Friday, August 16, 2002	(Non-Calendar Day)
	Friday, June 27, 2003

FALL PARENT TEACHER CONFERENCE DAY: Friday, October 4, 2002

FALL INTERSESSION: Monday, October 21, 2002 through November 8, 2002

THANKSGIVING: Wednesday, Thursday, and Friday, November 27, 28, 29, 2002

WINTER VACATION: Monday, December 23, 2002 through Friday, January 3, 2003

MARTIN LUTHER KING'S BIRTHDAY: Monday, January 20, 2003

PRESIDENTS' DAY: Monday, February 17, 2003

SPRING PARENT TEACHER CONFERENCE DAY: Friday February 14, 2003

SPRING VACATION: Monday, March 17 through Friday, March 21, 2003

SPRING INTERSESSION: Monday, March 24, 2003 through Friday, April 4, 2003

MEMORIAL DAY: Monday, May 26, 2003

If any additional days are missed due to inclement weather, the days will be made up at the end of the Spring intersession.

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

The Administration, 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, does hereby adopt the following policy regulation 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 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:

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.

Random 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:

1. Resulting in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected.
2. 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