



**Tahlequah  
Education  
Association**

**Negotiated Agreement**

**2011-12**

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## **NEGOTIATIONS PROCEDURAL AGREEMENT**

### **A. AGREEMENT CLAUSE**

This agreement is made and entered into this 10th day of July, 1986 by and between the Tahlequah Education Association, hereinafter termed the "Association" and the Tahlequah School Board of Education of Independent School District Number 35 of Cherokee County, Oklahoma, hereinafter termed the "Board": and pursuant to Title 70 of Oklahoma Statutes, section 509.1 - 509.10, the parties agree as follows:

### **B. PURPOSE**

1. Attainment of the objectives of the education program requires mutual understanding and cooperation among the Board, Administration and Teachers. Thus, good faith negotiations between the Board and the Association with a free and open exchange of views are desirable. It is the purpose of this procedural agreement to establish an orderly process of negotiations, to open communications between licensed or certified school employees and the school district.
2. The Board and the Association recognize that providing a high quality of continuous education for the children of Tahlequah School District I-35, Cherokee County, Oklahoma, is the paramount objective of the School District and the Association.

### **C. RECOGNITION**

1. The Board hereby recognizes the Tahlequah Education Association as the sole and exclusive negotiating representative for all licensed or certified teachers employed within the school system, except those persons whose employment with the School District is on a per diem or hourly basis, to include the following titles or basic full-time assignment: Classroom Teacher, Special Teacher, Librarian, and Counselor. These full-time employees shall also be members of the negotiating unit whenever they are performing other part-time professionally related duties in addition to their basic full-time assignment for the School District.
2. Exempted from the negotiating unit are those persons designated by the Board to hold positions which it classifies as administrative.
3. All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

### **D. DEFINITIONS**

1. "Board" shall mean the Board of Education of the school district.
2. "Superintendent" shall mean the superintendent of the school district.

3. "Employee" shall mean any licensed or certified employee represented by the Association in the negotiating unit as defined in the Recognition Section and therefore covered by the terms and provisions of this Agreement.
4. "Consultant" shall mean a person with expertise in an area pertinent to a negotiable item that can be utilized by either party with mutual agreement.
5. "Negotiate in good faith" shall mean a serious and honest effort on the part of each party to meet at reasonable times and attempt to reach agreement. Each party will provide the other with information records, data, worksheets, and budgetary materials which may be relevant to the negotiations of the negotiable items.
6. "Tentative agreement" shall mean that when agreement on an item is reached a copy of said item shall be produced and signed by each team spokesperson. Tentative agreement shall be subject to ratification by the parties.
7. "Days" shall mean regularly scheduled school days during the current school term. During summer break "days" shall mean calendar days.
8. "Grievance" of this Procedural Agreement shall mean a complaint by the Association or Board of Education that there has been a misinterpretation of any of the provisions of this Procedural Agreement; not Board policy or personal complaints, and can be brought to the negotiating table for resolution.
9. "Negotiator" as used in this Procedural Agreement shall mean the person or persons appointed by the Board through its executive officer to represent them or the person or persons selected by the Association to represent those persons covered by this Agreement for the purpose of exchanging views, proposals, or counterproposals on matters provided for in this Agreement. They shall have authority to reach tentative agreement and make recommendation to their respective bodies on all tentatively agreed items.
10. "School year" as used in this Procedural Agreement shall mean the period of time designated by the official school calendar, indicating the opening of the schools of the district in the fall, through the closing of the schools of the district in the spring, including pre-school orientation and work days as established by the Board.

#### **E. COMPLIANCE WITH LAWS**

1. The Board and the Association shall abide by all applicable State and Federal statutes, rules, and regulations with respect to this Agreement. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Oklahoma.
2. This Agreement shall not lessen the legal rights, obligations, and powers of the Board, including the Board's right to make policy. The Board shall recognize the Tahlequah Education Association as the sole and exclusive negotiating representative of the licensed or certified employees in matters pertaining to wages, hours, fringe benefits, and other terms and conditions of employment.

3. If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

## **F. NEGOTIATING PROCEDURES**

1. Prior to the time set for entering into the process for negotiations, the Board through the Superintendent, and the Association, through its President, shall each designate in writing the names of not more than seven persons who shall serve on their respective negotiating teams and be responsible for negotiations pursuant to the provisions of this Agreement. Each party shall also designate the person on its team who will be the chief negotiator. If either party finds it necessary to change members of the team during negotiations, the party shall so inform the other party in writing, each party agreeing to keep changes as minimal as possible.
2. Negotiation meetings shall be closed to all except the Association and the Board designated negotiations team members and consultants.
3. Negotiation meetings will be conducted at the times and places mutually agreeable to the negotiators named by each party. A maximum time limit of two hours will be set for each session; however, an extension of time may be taken, if such extension is mutually agreeable to both teams. Any emergency meeting can be called by mutual consent of the spokesperson of both teams.
4. Negotiation meetings shall be scheduled at times which will not interfere with the teacher work day and the education program.
5. The requests for negotiations by the Association or by the Board of Education shall be in writing. The written requests shall be submitted by the President of the Association to the Superintendent, or by the Board of Education to the President of the Association, no later than April 1st of each year.
6. When using non-collaborative bargaining, the Association and the Board of Education will submit their packages of proposals to be negotiated by April 1st with the first meeting to be held no later than May 1st. However, when collaborative bargaining is being utilized, both parties will come to an agreement upon the date for beginning negotiations. At this meeting, proposals and/or issues requested for negotiations shall be within the scope of negotiable items as previously set forth.
7. Each team is responsible for the disposal of its' own respective proposals and/or issues in one of the following methods:
  - a. Agreement on the item
  - b. Agreement to withdraw the item
  - c. Sending the item to impasse

In case of collective bargaining, all non-monetary items shall be disposed of by June 15. By mutual agreement of both teams, the June 15 date may be altered by written notification. In the case of either collective or collaborative bargaining, all items shall be disposed no later than the first day of school. By mutual agreement, all timelines may be extended.

8. Tentative agreements reached as a result of such negotiations shall be reduced to writing to be presented to the Association for ratification. Following such ratification, the agreements shall be presented to the Board for ratification. The Board shall act upon the agreements within two regular board meetings following Association ratification. Upon ratification and after necessary action by the Board, terms of the agreement shall be implemented.

The Board recognizes that wages, hours, fringe benefits and terms and conditions of employment are negotiable items and such negotiated items will not be changed except through the negotiations process as outlined in this agreement.

9. Negotiations shall begin upon the first meeting between the duly appointed teams.
10. All negotiation items sent to impasse by the respective teams shall be sent to fact-finding as a package at the conclusion of discussions.
11. **QUARTERLY MEETINGS:**  
The negotiation teams will meet quarterly for discussion of items of concern.

**G. IMPASSE PROCEDURE**

1. If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time either party may declare impasse. The parties may mutually agree to extend impasse deadlines. Upon reaching of impasse, the items causing the impasse shall be referred to a three-member committee.
2. The fact finding committee shall consist of: (a) one (1) fact finder selected by the association with written notice given to the board within five (5) calendar days after the reaching of impasse; (b) one (1) fact finder selected by the board with written notice given to the association within five (5) calendar days after the reaching of impasse. The bargaining spokespersons for the board and association shall, within five (5) calendar days of the existence of the impasse, transmit a written request bearing both their signatures to the State Superintendent of Public Instruction for a list of five (5) potential fact finders. Within ten (10) days of being notified that a fact finder is needed, the State Superintendent of Public Instruction or designee shall provide the names of five potential fact finders selected at random from the list of appointees who are available to serve as a member and the chairperson of the committee. The parties shall select the fact finder from the five names.
3. Within five (5) calendar days of receipt of the list provided by the State Superintendent of Public Instruction or designee, the bargaining spokespersons for the board and association shall select the fact finder. If no name on the list is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list. The

parties will then continue alternately striking names from the list until only one name remains. The person whose name remains on the list will serve as the chairperson of the fact finding committee.

4. Within five (5) days after the selection of the chairman, the representatives who have been negotiating for the Board and for the Association shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairman and other members of the committee.
5. The chairman shall convene the committee for fact finding. This committee shall meet with the representatives of both parties. The fact finding representative of the Board and the Association agree to request that rules be developed on the following procedures: (1) the date, time and place of the fact finding hearing; (2) fact finding hearing procedures; (3) rules for the calling and questioning of witnesses, as well as the presentation of other documentary and oral evidence; (4) the order of consideration of the bargaining issues in dispute; (5) post-hearing committee meetings and procedures; (6) pre- and post-hearing communications between and among fact finders and bargaining representatives for the parties; (7) standards of content for the fact finding committee report; and (8) any other matters deemed important to the conduct of a fair and orderly fact finding. A properly executed copy of the "fact finding convention agreement" shall be transmitted to the bargaining spokespersons for receipt no later than five (5) calendar days prior to the holding of the fact finding hearing. Within twenty (20) days after the chairman is selected, the committee shall present written recommendations to the local Board and to the Association.
6. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and for the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the representatives shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.
7. If the effort to resolve differences is successful, the board and association shall draft a tentative negotiated agreement subject to final ratification or approval by each party. An original copy of such agreement, when duly ratified or approved by both parties, signed by the President and bargaining spokesperson for the Board and the President and bargaining spokesperson for the Association, dated and notarized, shall also be forwarded to the office of the State Superintendent of Public Instruction by the Board within fourteen (14) calendar days of its execution, with the Board providing a copy of the certified mail receipt to the Association.
8. If the effort to resolve differences is unsuccessful in whole or in part, the Board shall forward by certified mail to the office of the State Superintendent of Public Instruction its final disposition of the negotiations impasse process within thirty (30) calendar days of the

effective date of the disposition's implementation, with the Board providing a copy of the certified mail receipt to the Association.

9. The costs for the services of the factfinding committee, including per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the Board representative, the Association shall assume the expense of the Association representative, and the expenses of the third member shall be shared equally by the Board and the Association.
10. The local Board shall forward by certified mail a copy of the fact finding committee report to the office of the State Superintendent of Public Instruction within fourteen (14) calendar days of its own receipt of such report and shall provide the association a copy of the certified mail receipt.

## **H. DURATION**

1. This Agreement shall become effective immediately after receipt by the Association, from the Board, of written notice to the effect that this Agreement has been ratified by the Board. The Board shall take no action upon ratification of this Agreement until it has received written notice from the Association that a majority of the members of the Association have ratified this Agreement.
2. This Agreement shall be automatically extended into successive fiscal year periods as long as the Association continues as the exclusive negotiating representative of the professional educators; otherwise, it shall expire as of the date that the Association's representation of professional educators shall terminate as provided by Oklahoma School Law.
3. Contracts negotiated under the guidelines of this Procedural Agreement shall be binding on both parties and will continue in full force and effect until amendments and/or additions are ratified by the Association and the Board.

## **I. AMENDMENTS**

1. Any modification or amendment to the Procedural Agreement that will aid in the resolution of differences within the scope of this Agreement must be presented in writing by either party prior to April 1st and will be acted upon during the regular negotiation session.

## **J. CONTRACT**

1. Copies of the Agreement shall be printed at the expense of the Board, within thirty (30) days after the Agreement is ratified (or signed), and shall be distributed as follows: two (2) copies to each worksite to which teachers are assigned and thirty (30) copies to the Association. In addition, the current Agreement shall be posted on the district internet website. (July 2010)

2. **BUILDING FACULTY MEETINGS**

TEA will be included on the faculty meeting agenda at each site, for a faculty meeting once contracts are available.

**EMPLOYMENT PROVISIONS**

**A. TEACHER TRANSFERS**

When vacancies, new positions, or extra-duty assignment vacancies occur in the school system, teachers within the system are entitled to apply for those positions through transfer requests. A vacancy shall be deemed to exist whenever a continuing position 1) is no longer staffed or 2) will not be staffed in the future by the employee currently assigned to the position. A vacancy shall not be deemed to exist whenever a continuing position will be staffed by a teacher currently employed by the district who will be reassigned to the position and the teacher currently employed in the position is also being reassigned. Information regarding vacancies and impending vacancies is maintained at the Board of Education.

Transfers to another building or changes in grade or subject shall be given consideration. Requests for such transfers shall be submitted in writing to the Superintendent. All transfer requests are subject to position availability.

A list of vacancies which occur during the school year shall be posted at all school sites, one (1) week prior to being filled except in emergencies. First notice of available positions will immediately be sent by district e-mail to all teachers and a printed copy will be sent to each site during the school year. A list of known and possible vacancies in bargaining unit positions for the ensuing school year shall be posted at all school sites by May 15. A copy of posting will be provided to the TEA president. Teachers who are interested in being notified of vacancies during the summer break will leave notice at the central office in writing at the end of school indicating their interest along with an address and telephone number where they can be notified. If a position becomes open, interested teachers will be contacted. (July 2010)

The vacancy list shall include:

- A. Position title
- B. Building location
- C. Status, i.e., permanent, temporary or part-time
- D. Qualifications desired
- E. Person to contact for further information

**1. TRANSFER PROCEDURE**

The following procedures will be utilized when implementing teacher transfers:

- a. Teacher may request transfer for the ensuing school year after one complete year in the District.

- b. Transfer request must be in writing directed to the Superintendent of Schools no later than April 25. The request will include rationale for said transfer.
- c. Teachers must be certified in and meet the applicable “highly qualified” standards for the position requested.
- d. If a teacher’s request for a transfer has not been approved, he/she may request, in writing, a written explanation of the denial of the transfer.
- e. When two or more teachers apply for the same vacancy, the building principal will make a recommendation to the Superintendent. In the event more than one building is involved, each building's principal will make a recommendation to the Superintendent. Among the items to be taken into consideration are: Total years teaching experience, degrees held and certification, number of years teaching experience in the new subject, number of years teaching in the system, adaptability, needs of the students.

**2. REASSIGNMENT PROCEDURE**

- a. Teachers whose primary teaching or extra-duty assignments will be changed for the ensuing school year shall be notified in person by the Principal or by letter. Notification of the new assignment will be given at the earliest possible date prior to the end of school.
- b. Teachers whose primary teaching assignments change after the end of the school year shall be notified in person by the Principal or by letter. This notice shall include rationale for reassignment if requested. Teachers receiving no notification will continue in their present assignment.
- c. All teachers are subject to assignment within their certification classification.

**3. MAJOR CHANGES IN TEACHER ASSIGNMENTS**

Under circumstances of major changes in teacher assignment, appropriate assistance is to be considered regarding training, supplies, and funding for same.

**B. REDUCTION IN PROFESSIONAL STAFF WORK FORCE**

The following conditions may necessitate a reduction in force:

- Revenue decrease
- Student enrollment decrease
- Educational program or curriculum change

When it becomes necessary to reduce the number of certified staff members in the District the following philosophy will govern release:

Because the school exists for the child and the main obligation of the Board of Education is not to provide employment, the Board will, through procedures carried out by the administration, determine which personnel can best serve the needs of the student. Such determination will be made in keeping with the following policy:

The position will be the determining factor for what will be eliminated, not the individual occupying that position:

1. Licensed teacher will be terminated first. (HB 1706 defines licensed)
2. Probationary teacher (less than three [3] complete consecutive years of service in the district) holding eliminated position will be released second. If the probationary teacher is qualified for a position held by a licensed teacher, he/she will be reassigned and the licensed teacher would then be released.
3. Career teacher is defined as a teacher who currently holds a standard certificate in a major area and has successfully completed three (3) consecutive years in the District. The career teacher holding the eliminated position will be placed in another position in which the teacher, at the time of determination, holds a standard certificate, provided the position is occupied by a probationary or licensed teacher or less senior career teacher who would then be released. (July 2010)

If the position being eliminated is staffed with a career teacher, the following criteria, in this order, will be used to determine which career teacher will be retained:

- a. Certification Level:
  1. Standard
  2. Provisional
  3. Emergency
  4. Licensed (July 2010)
- b. Longevity of continuous full-time certified employment in District
- c. Equality factors:
  1. Years experience locally in retained position
  2. Written evaluations
  3. Academic degree

If there is more than one career teacher or licensed teacher in the position being reduced, the criteria listed above (A-C), in that order, will be used in determining which teacher will be retained.

Consistent with Oklahoma State Statutes (70-6-103.1), the employment of teachers employed 1) exclusively during their continuous employment with Tahlequah Public Schools in

positions fully funded by Federal or private categorical grants or 2) re-employed following employment on temporary contracts and subsequently assigned to positions fully funded by Federal or private categorical grants will be reduced or discontinued if that funding is reduced or discontinued. After all district transfers are completed, such teachers who have lost their positions due to reduction in funding will be given first consideration for remaining vacancies or newly created positions before outside applicants. Such teachers shall have the option of written explanation or conference upon request if they are not reemployed or their employment is reduced.

Teachers employed on continuing contracts for positions not fully funded by Federal or private categorical grants and who were assigned in a succeeding school year to or who volunteered and were accepted by the district for positions fully funded by federal or private categorical grants will be assigned to other teaching positions if the funding for the grant funded positions in which they are employed is reduced or discontinued. The positions to which they are reassigned shall not be deemed to be vacancies. Forms will be signed by both parties, one copy to go to the teacher and one copy to go to the personnel file. (See Appendix A)

### **RETURNING TO WORK**

Teachers being terminated by REDUCTION IN FORCE will be recalled in reverse order of layoff when positions become available provided a current application has been filed with the Board of Education.

### **C. SUPPLEMENTAL COMPENSATION**

It is the desire of the Tahlequah Education Association and the Tahlequah Board of Education that supplemental compensation (extra duty payment) be equitable for all members of the Bargaining Unit. In order that this be achieved the following definitions are necessary.

1. Supplemental compensation (extra duty payment): Compensation for any professional assignment voluntarily accepted by a member of the Bargaining Unit in addition to that member's primary teaching responsibility. Supplemental compensation for grant projects shall be subject to the availability and limitations of grant funds.
2. Primary teaching responsibility - instructional activities including regularly scheduled preparation time performed during the work day.
3. The contractual work day for all members of the Bargaining Unit shall be no longer than seven and one-half (7 1/2) consecutive hours or until the hallways are cleared of a majority of the students. Up to two (2) professional days per contractual work year may be scheduled not to exceed eight (8) consecutive hours with the agreement of the Association Executive Committee; provided, a minimum of thirty (30) days prior notice shall be provided to all teachers required to attend such professional development meeting/training, when possible. Actual school day beginning and school day ending times will be determined administratively and provided to teachers. (July 2010)
4. Preparation time - for each member of the Bargaining Unit will consist of no less than two hundred twenty-five (225) minutes per five-day week at the elementary and

middle school levels, or one regular class period per day at the High School unless other agreement is reached by teacher and administrator.

5. The work year - for all members of the Bargaining Unit will include the following:
  - a. Not to exceed one hundred seventy-five (175) days of instruction.
  - b. Three (3) professional days designated by the Calendar Committee through the negotiated procedures.
  - c. Two (2) Staff Development days designated by the Board of Education.
  - d. One (1) day for the Northeast C Spring Zone meeting (Paid/Non-Paid) as determined by the Board. (July 2010)
6. Teachers hired or reassigned to certified positions funded through discretionary grants may work alternative schedules which may include deviations in the negotiated work day and the negotiated teacher work year. If necessary to make modifications in this regard, the total number of hours worked will be equal to the total hours worked based on a seven and one-half hour work day, 180 work days per year. Duties will be assigned by the grants director to approximate those duties served by other site personnel. Teachers hired through these discretionary grants will be evaluated by the grant administrator if qualified to evaluate teachers and/or site principal, as appropriate.

#### **D. STAFF EVALUATION**

In the Tahlequah School District evaluation is defined as a mutual endeavor among all staff members and the Board of Education to improve the quality of the educational program. The District and the individual educator jointly accept the responsibility for the improvement of efforts to educate the students in our District. All staff members are expected to perform well in relation to their job descriptions, statements of objectives, and approved performance criteria. Evaluation is a system for documenting the criteria and the evidence of achievement by staff members.

The Board of Education of Tahlequah School District I-35, Tahlequah, Oklahoma, hereby adopts an evaluation policy, procedures, criteria, and instruments for all licensed and certified employees in compliance with 70 U.S. 1981, Sec. 6-102.2 (Section 16, H.B. No. 1466).

The performance of all licensed or certified staff will be evaluated using the criteria as submitted through negotiations and approved by the Board of Education. Each evaluation shall be based upon the evaluator's actual observation of the person being evaluated while performing the job function. The teachers and other non-administrative staff will be evaluated by the certified administrative personnel.

Beginning with the 1986-87 school year, every probationary staff member will be evaluated once prior to November 15, once prior to February 10, and each year thereafter. Every tenured teacher will be evaluated at least once every year. All personnel designated by the Board to conduct the personnel evaluations shall be required to participate in training conducted by the State Department of Education prior to conducting such evaluations.

Evaluation reports will be completed on an approved evaluation form and shall be followed by a conference between evaluator and staff member. The form will be signed by both. If the evaluator rates the staff member at level "2" on any item, a written explanation from the evaluator will be required and a plan for improvement will be developed by the evaluator and staff member. The plan will include a statement indicating how the District will assist with the improvement efforts.

The evaluator and evaluatee have the option of indicating additional narrative relative to any item on the evaluation instrument by placing the letter "c" for comments in the "meets criteria column".

The evaluation report, written explanation of items marked "2", and the plan for improvement will be filed in the staff member's personnel file. A copy of the evaluation will be placed in the Principal's unofficial file. The file is accessible to the staff member, Personnel Director, the Board of Education, the evaluator, the in-district administrative staff to which the staff member applies for transfer, and only those others designated by the teacher.

The district shall make every reasonable effort to give all necessary support and assistance to teachers with respect to maintenance of an appropriate learning environment in the classroom. Whenever a pupil requires the attention of counselors, administrators, or other district professionals, the district shall take steps to insure that the student receives such attention.

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

The second paragraph of Board Policy 4579 is incorporated herein by reference.

The improvement plan will be prepared by the immediate director, supervisor or administrator of the employee being required to improve. The plan will state the deficiency in question, the manner in which the employee should improve, (a statement by the person in charge as to what they will do to assist with the improvement and a statement by the employee as to what they will do to improve) and a definite and reasonable time for a review conference, not to exceed 30 days. At the review conference, either a satisfactory improvement is signed off by both parties or a second conference period is scheduled, not to exceed 30 days. It will be stated that if satisfactory improvement is not made by the second conference period deadline, the Superintendent will be presented the plan for review. If appropriate, the Superintendent will submit a recommendation to the Board of Education for dismissal or non-renewal. **(July 2011)**

TAHLEQUAH PUBLIC SCHOOLS  
INSTRUCTIONAL STAFF EVALUATION RECORD

Teacher's Name \_\_\_\_\_ Assignment \_\_\_\_\_

School \_\_\_\_\_ School Year \_\_\_\_\_

Instruction: Given below are some pertinent criteria which are characteristic of a good teacher. Rate yourself from 1 to 3 by placing a check mark in the appropriate column. Blanks below each statement may be used for comments.

- 1. Meets Criteria/Satisfactory
- 2. Does Not Meet Criteria/Needs Improvement
- 3. Not Applicable

Observation dates include: \_\_\_\_\_

Teacher's Assessment (Optional)

Evaluator's Assessment

Teacher's Assessment (Optional)			Evaluator's Assessment			
1	2	3		1	2	3
			<b>I. Management</b>			
			A. The teacher plans for delivery of the lesson relative to short-term objectives.			
			B. The teacher plans for delivery of the lesson relative to long-term objectives.			
			C. The teacher uses minimum class time for non-instructional routines thus maximizing time on task.			
			D. The teacher clearly defines expected behavior (encourages positive behavior and controls negative behavior.)			
			E. The teacher establishes rapport with students and provides a pleasant, safe and orderly climate conducive to learning.			
			F. Teacher uses technology to support classroom management.			
			<b>II. Methods of Instruction</b>			
			A. The teacher communicates the instructional objectives to students.			
			B. The teacher shows how the present topic is related to those topics that have been taught or that will be taught.			
			C. The teacher relates subject topics to existing student experiences.			

			D. The teacher uses signaled responses, questioning techniques and/or guided practices to involve all students.			
			E. The teacher teaches the objectives through a variety of methods.			
			F. The teacher gives directions that are clearly stated and related to the learning objectives.			
			G. The teacher demonstrates desired skills.			
			H. The teacher checks to determine if students are progressing toward stated objectives.			
			I. The teacher changes instruction based on the results of monitoring.			
			J. The teacher requires all students to practice newly learned skills under the direct supervision of the teacher.			
			K. The teacher requires students to practice newly learned skills without the direct supervision of the teacher.			
			L. The teacher summarizes and fits into context what has been taught.			
			M. Teacher demonstrates a willingness to support instruction through technology (appropriate use and training).			
			<b>III. Products</b>			
			A. The teacher writes daily lesson plans designed to achieve the identified objectives.			
			B. The teacher maintains a written record of student progress.			
			C. The teacher utilizes grading patterns that are fairly administered and based on identified criteria.			

			D. Students demonstrate mastery of the stated objectives through projects, daily assignments, performance and test scores.			
			<b>IV. Professional Responsibilities</b>			
			A. Adheres to school rules, regulations, and policies.			
			B. Demonstrates dependability and punctuality in carrying out duties and responsibilities of the position.			
			C. Approaches his/her job and related tasks in a positive manner.			
			D. Maintains friendly, cooperative, and harmonious relationships with staff and parents.			
			E. Treats students with appropriate respect.			
			F. Communicates appropriately with parents regarding students.			
			G. Participates in ongoing professional development training.			

**COMMENTS:**

Evaluator:

1. From the items listed above, what did you observe to be the "special strengths" of the teacher?
  
2. Suggestions for professional growth:

Evaluatee:

1. From the items listed above, what do you believe to be your "special strengths"?
  
2. Suggestions for professional growth:

**RECOMMENDATION**

Check the appropriate space below. (More than one recommendation may be made.) It is recommended that the instructor:

1. Be continued in employment.
2. Be re-evaluated by the following date \_\_\_\_\_.

\_\_\_\_\_

Date	Signature of Administrator
------	----------------------------

\_\_\_\_\_

Date	Signature of Instructor
------	-------------------------

Signature of instructor does not necessarily indicate agreement: However, it is required by law. Signatures do indicate that the instructor was given an opportunity for self-evaluation. The signatures also indicate that this evaluation has been discussed by the instructor and administrator.



			G. Is accurate and prompt with records, reports, and inventory.			
			H. Evaluates the library media program regularly, establishes goals and plans budget for instructional program.			
			I. Exercises concern about the proper use and care of media center, equipment, and supplies.			
			J. Manages time efficiently and maintains a flexible schedule in a business-like manner.			
			<b>III. Professional Responsibilities</b>			
			A. Adheres to school rules, regulations, and policies.			
			B. Demonstrates dependability and punctuality in carrying out duties and responsibilities of the position.			
			C. Approaches his/her job and related tasks in a positive manner.			
			D. Maintains friendly, cooperative, and harmonious relationships with staff and parents.			
			E. Treats students with appropriate respect.			
			F. Communicates appropriately with parents regarding students.			
			G. Participates in ongoing professional development training.			

**COMMENTS:**

Evaluator:

1. From the items listed above, what did you observe to be the "special strengths" of the teacher?
2. Suggestions for professional growth:

Evaluatee:

1. From the items listed above, what do you believe to be your "special strengths"?
2. Suggestions for professional growth:

**RECOMMENDATION**

Check the appropriate space below. (More than one recommendation may be made.) It is recommended that the instructor:

1. Be continued in employment.
2. Be re-evaluated by the following date \_\_\_\_\_.

\_\_\_\_\_

Date	Signature of Administrator
------	----------------------------

\_\_\_\_\_

Date	Signature of Instructor
------	-------------------------

Signature of instructor does not necessarily indicate agreement: However, it is required by law. Signatures do indicate that the instructor was given an opportunity for self-evaluation. The signatures also indicate that this evaluation has been discussed by the instructor and administrator.



			I. Involves parents in seeking solutions to school related problems.			
			J. Communicates and interacts effectively with colleagues, parents, and students.			
			K. Regularly initiates both individual and group counseling activities which reflect problem alleviation and/or growth in specific skills.			
			L. Provides written evaluation summaries of group counseling, program assessments.			
			M. Is accurate and prompt with records and reports.			
			<b>III. Professional Responsibilities</b>			
			A. Adheres to school rules, regulations, and policies.			
			B. Demonstrates dependability and punctuality in carrying out duties and responsibilities of the position.			
			C. Approaches his/her job and related tasks in a positive manner.			
			D. Maintains friendly, cooperative, and harmonious relationships with staff and parents.			
			E. Treats students with appropriate respect.			
			F. Communicates appropriately with parents regarding students.			
			G. Participates in ongoing professional development training.			

**COMMENTS:**

Evaluator:

1. From the items listed above, what did you observe to be the "special strengths" of the teacher?

2. Suggestions for professional growth:

Evaluatee:

1. From the items listed above, what do you believe to be your "special strengths"?

2. Suggestions for professional growth:

**RECOMMENDATION**

Check the appropriate space below. (More than one recommendation may be made.) It is recommended that the instructor:

1. Be continued in employment.
2. Be re-evaluated by the following date \_\_\_\_\_.

\_\_\_\_\_

Date	Signature of Administrator
------	----------------------------

\_\_\_\_\_

Date	Signature of Instructor
------	-------------------------

Signature of instructor does not necessarily indicate agreement: However, it is required by law. Signatures do indicate that the instructor was given an opportunity for self-evaluation. The signatures also indicate that this evaluation has been discussed by the instructor and administrator.

**E. CALENDAR**

Procedures for drafting school Calendar:

1. Establishment of a school calendar committee composed of one (1) teacher per school site, selected by the TEA; one parent representative per school site, selected by the elementary PTO's/PTA's and the secondary principals, and one (1) principal per level.
2. This committee shall prepare three proposed calendars for the ensuing year to be submitted to the Superintendent by March 1.
3. The Superintendent shall submit the committee's proposed calendars along with his/her recommendations to the Board of Education.

**F. PRE-SCHOOL DISTRICT WIDE STAFF MEETING**

During the initial district-wide teachers' meeting at the beginning of the school year, the TEA shall be provided an opportunity to be on the agenda. The time allotted for the Association shall be determined by the Superintendent of Schools in consultation with the Association President.

**G. DUTY SCHEDULES**

Prior to the beginning of the school year, a committee of teachers will be formed by the TEA at each site for the purpose of meeting with the site administration to provide input into the development of duty schedules.

**H. DUTY FREE LUNCH**

There will be a 30-minute duty free lunch for every teacher.

**I. DRESS POLICY**

All certified personnel will dress in an appropriate and suitable manner. In determining appropriate and suitable attire, the following should be considered: teaching assignment, classroom activity, teaching styles, weather, teachers' physical needs, and economic and social environment.

**J. MENTOR TEACHER COMMITTEE**

Mentor teacher selection:

1. A. In April, each building principal shall solicit volunteers from all their teaching staff members for mentor teacher assignments that may become available for the succeeding school year.  
B. Within five (5) work days of the first (1<sup>st</sup>) work week of a resident teacher, the principal of the building to which the resident teacher is assigned shall notify all

teachers in the building of the need for a mentor teacher and the certification the resident teacher is seeking.

2. Interested teachers shall have three (3) work days from the date of solicitation (1-A above) or notification of the need for a mentor teacher (1-B above) to volunteer in writing to be considered for appointment. A teacher who volunteers pursuant to 1-A above may subsequently withdraw his/her name in writing from the list of volunteers.
3. Upon compilation of a list of volunteers to serve as a mentor teacher or the lack of volunteers, the principal shall share the list or lack of volunteers with the president of the TEA who shall have up to two (2) work days to provide input.
4. Mentor teachers shall have a minimum of two (2) years of classroom teaching experience as a certified teacher.
5. When possible, a mentor teacher shall have successfully completed a mentor teacher professional development institute.
6. When possible, a mentor teacher shall be assigned to the same school site as the resident teacher.
7. When possible, a mentor teacher shall be certified in the certification area the resident teacher is seeking.
8. In the event no qualified teacher volunteers to serve as a mentor teacher, the building principal shall appoint a mentor teacher.

**K. PROFESSIONAL DEVELOPMENT:**

The Superintendent will designate three administrators - one from the central office, one from the elementary level, and one from the secondary level - to serve with two teachers from each school site, a counselor, a parent and a higher education representative. The Professional Development Committee will determine a meeting time. (July 2010)

- L. All teachers shall be paid no later than the last working day of the month; provided, teachers shall be paid the last contractual working day in December and no later than seven (7) calendar days prior to the last working day in January. All contracted employees will be paid on a twelve month basis. The District will issue a 2010-2011 pay day schedule. (July 2010)

- M. Postretirement employment - A teacher who has been retired under the Oklahoma Teachers Retirement System for thirty-six (36) or more months and is employed as a teacher by Tahlequah Public Schools shall be compensated as a teacher with ten (10) years experience on the district teacher salary schedule during the 2008-09 contract year.

**N. Teacher Substitution Policy**

Any personnel who serves as a substitute teacher must conduct the class as if it were his/her own. A teacher may be required to cover classes or supervise additional students due to administrative initiation or assignment up to **five (5) times per semester during same scheduled planning period** with no more than two (2) times per week required. Teachers

who cover classes or supervise additional students due to administrative initiation or assignment more than **five (5)** times per semester will be paid per class period according to the following schedule:

1. Elementary - \$10.00
2. Middle School - \$10.00
3. High School - \$10.00

When teachers are required to supervise additional students for an entire day, seventy dollars (\$70.00) will be divided proportionately among all teachers supervising additional students from the class. Half a day rates may be applied.

An appropriate form will be signed and dated by the assigning principal following completion of the coverage or supervision. The teacher shall maintain custody of the signed forms until submission for compensation, if eligible. Teachers who qualify for compensation under these provisions in a semester shall submit all signed forms to the principal within five (5) work days following the end of the semester. **(July 2011)**

**O. CONTINUING CONTRACT:**

Board Policy 4200 is incorporated by reference herein. **(July 2011)**

**Whenever any person shall enter into a contract with any school district in Oklahoma to teach in such a school district the contract shall be binding on the teacher and on the Board of Education until the teacher legally has been discharged from his teaching position or released by the Board of Education from his contract. Until such teacher has been thus discharged or released, the teacher shall not have authority to enter into a contract with any other Board of Education in Oklahoma.**

**If, prior to the first Monday in June, the Board of Education has not entered into a written contract with a regularly employed teacher or notified the teacher in writing by registered or certified mail that a recommendation has been made not to re-employ the teacher for the ensuing fiscal year, and if, by no later than fifteen (15) days after the first Monday in June, such teacher has not notified the Board of Education in writing by registered or certified mail that such teacher does not desire to be reemployed by the district for the ensuing year, such teacher shall be considered as employed on a continuing contract basis and such employment and continuing contract shall be binding on the teacher and the district.**

**Teacher termination and non-renewal are discussed in other sections of this manual.**

**Adopted by the Board of Education on 2-13-92, Revised 8-10-09**

## **INDIVIDUAL RIGHTS**

### **A. TEACHERS PERSONNEL FILE:**

There shall be one (1) official personnel file for each certified employee and said file shall be located at the Central Administration Office. An unofficial file shall be maintained in the office of the Principal as per State Department of Education regulations. The file shall contain only a copy of the teacher's transcript, teaching certificates, documentation of "highly qualified" status as per No Child Left Behind, and a copy of the evaluations on the teacher. The certified employee shall have the right to review the contents of his/her official and Principal's unofficial personnel files at all times when the Central Administration Office or the Principal's office is open to conduct business. The files are accessible to the staff member, Personnel Director, the Board of Education, the evaluator, the in-district administrative staff to which the staff member applies for transfer.

By mutual agreement of the teacher and the Superintendent, material may be removed from the teacher's personnel file. Material more than three years old, excluding evaluation documents, may be removed from the teacher's file upon the request of the teacher.

Said certified employees shall be entitled to have a representative of his/her choosing to accompany them during review. Said certified employee shall have the right to make copies of the materials in his/her personnel file. No materials will be placed in his/ her personnel file(s) unless the member has had an opportunity to review the material.

Documentation of disciplinary actions, evaluations, letters of recommendation or other items that have pertinence to the employment record of the member must be placed in the file within five (5) days of notification or occurrence. The member will acknowledge that he/she has had the opportunity to review such materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with contents thereof.

Upon request members may have items placed within their file.

The certified employee shall have the right to submit a written response to any materials placed in the file. Such written response shall be attached to the filed material to which the response was written. Teachers will have 30 days in which to file a written response.

When an administrator concludes it is necessary to admonish a teacher, prior to admonishing the teacher, the administrator shall provide the teacher with written notification of the impending admonishment and shall allow the teacher to be accompanied by an available witness/observer of his/her choosing to the meeting in which the admonishment is given to the teacher. This does NOT apply to evaluation conferences or development of plans for improvement.

**B. PERSONAL SIGNED COPY OF EVALUATION:**

A teacher shall receive a personal signed copy of his/her evaluation document at the post-evaluation conference.

**C. GRIEVANCE PROCEDURE FOR STAFF**

1. Definitions

- A. **GRIEVANCE:** A claim by a member of the bargaining unit, a class of members of the bargaining unit, or the Association that there exists a dispute or disagreement regarding the application or interpretation of any term or condition of employment.
- B. **COMBINED GRIEVANCE:** When two or more grievances address similar or the same issues, they will be filed as one.
- C. **ASSOCIATION:** The Tahlequah Education Association
- D. **BOARD:** The Tahlequah Public Schools Board of Education
- E. **DAYS:** Shall mean work days except when school is not in session and then "days" shall mean week days excluding Saturday and Sunday or recognized holidays.
- F. **COMPUTATION OF TIME:** The computation of any time period prescribed herein shall begin with the filing of the grievance at the appropriate level. The last day of the time period shall be included unless it is a Saturday, Sunday or holiday.
- G. **TIME LIMITS:** The number of days indicated at each level shall constitute the maximum. However, the time limits may be extended by mutual agreement.

2. Purpose of the procedure: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise in the work environment.

3. Procedure:

**STEP 1:** The parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems informally. The grievant(s) or the association shall present the complaint to the immediate supervisor within thirty (30) days following the act, condition or first knowledge of the basis for the complaint.

**STEP 2:** If the grievant(s) or Association is dissatisfied with the resolution at the informal level, the parties may submit the grievance in writing to the supervisor within

ten (10) days following the meeting at Step 1. The supervisor shall within ten (10) days provide the aggrieved party a written answer along with rationale if denied.

STEP 3: If the grievant(s) or Association is not satisfied with the disposition of the grievance at STEP 2, or if no written decision is made as described in STEP 2, then the grievant(s) or Association may appeal the grievance, to the superintendent level within ten (10) days following receipt of the supervisor's response or expiration of the time line for the supervisor's response at Step 2. Within ten (10) days of receiving the grievance, the superintendent or assistant superintendent shall call a hearing to allow the party(ies) to state the grievance and give testimony, documentation, and rationale for requesting the relief sought. The superintendent or assistant superintendent shall issue his/her written decision along with rationale if denied, within ten (10) days of the grievance hearing at STEP 3.

STEP 4: If the grievant(s) or Association is not satisfied with the disposition of the grievance at STEP 3, or if no disposition has been rendered at STEP 3, the grievant(s) or Association may refer the grievance to the Board within ten (10) days following receipt of the Superintendent's response or expiration of the time line for the Superintendent's response at Step 3. At the next regular board meeting or a special board meeting called for that purpose, the party(ies) shall be given the opportunity to state the grievance and give testimony, documentation, and rationale for requesting the relief sought. The Board shall issue its written decision, along with the rationale if denied, within ten (10) days of the grievance hearing at STEP 4.

#### 4. Rights to Representation

At least one Association representative may be present at the option of the grievant for any meetings, hearings, appeals, or other proceeding relating to employee complaints of grievances that have been formally filed.

The Association reserves the right to file Association grievances on behalf of more than one teacher without specific identification of any individual(s) and fully access this procedure through all levels. The Association reserves the right to file grievances on behalf of individual teachers.

Grievants may submit grievances at the level where the authority lies to grant the relief sought by the grievant as determined jointly by the Superintendent and the Association.

#### 5. Individual rights:

- A. Nothing contained herein shall be construed as limiting the right of any certified employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association. The disposition must not be inconsistent with the bargaining agreement between the Board and Association nor shall such disposition have an adverse impact on the bargaining unit.

- B. A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option by an Association representative(s) selected by the Association.
- C. No reprisals of any kind shall be taken against any member of the bargaining unit by the Board or administration for exercising his/her rights under this grievance procedure.
- D. **GRIEVANCE FORMS:** Grievance forms shall be consistent with the sample attached and shall specify the date and time of filing of the grievance as well as the step at which the grievance is being filed. The statement of grievance and relief sought shall be stated as well as space for response by the supervisor to state whether the grievance is denied. Additional pages may be attached for statements of fact and rationale by the parties.

See Appendix B for Grievance Form.

## **LEAVE PROVISIONS**

### **A. SICK LEAVE**

Fifteen (15) days of sick leave shall be allowed annually with pay to the regularly employed teachers. The maximum balance of days cumulative at the end of a fiscal year for sick leave shall not exceed 120 days. Teachers who have 120 sick leave days from the previous year will start the year with 135.

Sick leave shall be interpreted as those absences caused by personal illness of the teacher, illness or death in the teacher's immediate family: husband, wife, daughter, son, father, mother, brother, sister, grandparents or grandchildren of employee and spouse, spouse's parents, uncle and aunt of employee and spouse.

Teachers shall be entitled to use accrued sick leave for maternity reasons.

If, after exhausting all sick leave, a teacher is absent from his or her duties due to personal accidental injury, illness or pregnancy, the teacher shall receive for a period of not to exceed twenty (20) days his or her full contract salary less the amount:

1. actually paid a certified substitute teacher for his or her position if a certified substitute teacher is hired; or
2. normally paid a certified substitute teacher for his or her position if a certified substitute teacher is not hired. (July 2010)

### **B. SICK LEAVE SHARING**

The Board shall administer a sick leave sharing program accessible to teachers who exhaust or will likely exhaust all their accumulated unused sick leave, but who have not utilized statutory additional sick leave less the cost of the substitute.

The sick leave sharing program shall be governed by the guidelines in Appendix E which is attached hereto and made a part hereof.

### **C. NON-PAID LEAVE OF ABSENCE**

An employee who has worked for the school system for three (3) consecutive years may request a leave of absence without pay for one (1) year. Teachers returning from approved leaves of absence shall return with any career status and seniority that had been accrued prior to the commencement of the leave of absence. All time during a leave of absence shall not count toward career status or seniority. The district will notify the employee by certified mail on or before March 1 that notification of intent to return to duty must be received by the board by April 1. The teacher shall be placed in a position in his/her area of certification upon return to duty with the district. Such leave of absence may be granted for the following reasons: (July 2009)

1. Parental leave: Parental leave may be granted to permanent full-time teachers who desire a leave of absence for child rearing and/or adoption.
2. Personal illness or caring for a sick member of the immediate family: Request for leave of absence for personal illness or caring for a sick member of the immediate family must be accompanied by a physician's statement.
3. Further study at an accredited school or an institution approved for accreditation by the State Department of Education.
4. Sabbatical Leave: A request for sabbatical leave shall be submitted in writing, stating the intended purpose of the leave, to the Superintendent no later than June 1 for the ensuing school year. (July 2009)

### **D. FAMILY MEDICAL LEAVE**

The Family and Medical Leave Act () of 1993 was enacted on February 5, 1993. The new law is effective on August 5, 1993, for most employers. If a collective bargaining agreement is in effect on that date, the Act becomes effective on the expiration date of the collective bargaining agreement or February 5, 1994, whichever is earlier. (Dept. of Labor Publication)

#### **A. PURPOSE OF FMLA:**

1. Entitles eligible employees to take up to twelve (12) weeks of unpaid, job protected leave each year for specified family and medical reasons.

#### **B. REASONS:**

1. For the birth or placement of a child for adoption or foster care;
2. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
3. To take medical leave when the employee is unable to work because of a serious health condition.
4. Military Family Leave Entitlements.

- C. EMPLOYEE ELIGIBILITY:
1. Work for a covered employer;
  2. Have worked for the employer for a total of at least 12 months;
  3. Have worked at least 1,250 hours over the previous 12 months--NOTE: Full-time teachers are exempt employees from this requirement; and
  4. Work at a location where at least 50 employees are employed by the employer within 75 miles.

Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and care for a parent (but not a parent-in-law) who has a serious health condition.

- D. Military Caregiver Leave: A covered employer must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the servicemember. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard of Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating. The single 12-month period for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period. (Only 12 of the 26 weeks total may be for an FMLA-qualifying reason other than to care for a covered servicemember.)
- E. Qualifying Exigency Leave: A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during the normal 12-month period established by the employer for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family members of military members in the Regular Armed Forces.
- F. INTERMITTENT LEAVE:
1. FMLA leave may be taken intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work. If the need for intermittent leave is foreseeable based on planned medical treatment, the employee is responsible for scheduling the treatment in a manner that does not unduly disrupt the employer's operations, subject to the approval of the health care provider.
  2. In such cases, the employer may also transfer the employee temporarily to an alternative job with equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular job. 825.601
  3. Leave Taken Near the End of an Academic Semester (school semester):

- a. If the instructional employee's leave begins more than five (5) weeks prior to the end of the academic semester, the school district can require the employee to continue taking leave to the end of the semester if:
  - 1) The leave lasts at least three (3) weeks; and
  - 2) The return to employment would occur during the last three (3) weeks of the semester.
  - 3) If the leave begins less than five (5) weeks prior to the end of the semester, the school district can require the instructional employee to continue taking leave to the end of the semester if:
    - a) The leave lasts more than two (2) weeks; and
    - b) The return to employment would occur during the last two (2) weeks of the semester.
  - 4) If the leave begins less than three (3) weeks prior to the end of the semester and the leave lasts more than five (5) working days, then the school district can require the instructional employee to continue taking leave to the end of the semester. 825.602

**G. SUBSTITUTION OF PAID LEAVE:**

1. Subject to certain conditions, employees may choose to use accrued paid sick leave to cover some or all of the otherwise unpaid FMLA leave.

**H. PROCEDURES:**

1. Employees seeking to use FMLA leave will fill out the FMLA leave request form located in the Central Office and may be required to provide:
  - a. 30 day notice of need to take FMLA leave when the need is foreseeable.
  - b. Medical certifications supporting the need for leave due to serious health condition affecting the employee or an immediate family member;
  - c. Second or third medical opinions and periodic recertification, at the employer's expense.
  - d. Periodic reports during FMLA leave on the employee's status and intent to return to work; and,
  - e. A "fitness-for-duty" certification to return to work.

**I. PROTECTIONS:**

1. **Unlawful Acts:**

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by this law. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.
2. **Enforcement:**

FMLA will be enforced by the Wage and Hour Division of the U. S. Labor Department's Employment Standards Administration. This agency will investigate complaints of violations. If violations cannot be satisfactorily resolved, the Department may bring actions in court to compel compliance.

An eligible employee may bring a private civil action against an employer for violations.

**J. MAINTENANCE OF BENEFITS:**

1. A covered employer is required to maintain group health insurance coverage for an

employee on FMLA leave whenever such insurance was provided before the leave was taken, and on the same semesters as if the employee had continued to work.

2. An employer's obligation to maintain health benefits under FMLA will stop if and when an employee informs the employer of intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is used up.
3. In some instances, the employer may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work from FMLA leave.
4. All benefits presently covered in the negotiated agreement are to be maintained not subject to retribution.

K. JOB RESTORATION:

1. Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment semesters and conditions.
2. In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

L. DEFINITION OF SEMESTERS:

1. Exempt employees - Full-time teachers are considered to be exempt employees under the Fair Labor Standards Act (FLSA) and are presumed to meet a 1,250 hour requirement. 825-110
2. Serious health condition - An illness, injury, impairment or physical or mental condition that involves:
  - a. Any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility;
  - b. Any period of incapacity requiring absence of more than (3) three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
  - c. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than (3) three calendar days, and for prenatal care.
3. Health care provider - Definition:
  - a. Doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
  - b. Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
  - c. Nurse practitioners and nurse-midwives authorized to practice, and performing within the scope of their practice, as defined under state law; or
  - d. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.  
(July 2009)

**E. PERSONAL BUSINESS LEAVE**

Each teacher shall be granted three (3) days personal business leave during each school year without deduction. Persons wishing to take personal business leave should notify their supervisor in writing three (3) days prior to taking personal business leave. Upon notice to the immediate supervisor of intent, the leave shall be granted without reason or explanation required, provided, personal business leave may not be taken on professional development days, parent-teacher conference days, or on **more than two (2)** consecutive days without prior approval and disclosure of the reason or explanation for the requested taking of leave. The personal business leave shall not be cumulative from one school year to the next. Determination of personal business leave under this provision shall be left to the discretion of the employee; provided, personal business leave may not be taken to earn compensation from another source during the teacher work day as defined in EMPLOYMENT PROVISIONS - C-3. The district and Association will jointly monitor and study usage of personal business leave during the **2011-2012** school year for review during negotiations for **2012-2013**. (July 2010) (**July 2011**)

**F. EMERGENCY LEAVE**

Each teacher shall be granted not more than three (3) days per year emergency leave. Emergency leave is defined as leave for use when unforeseen circumstances occur that are not covered under any other leave. An employee shall notify his/her supervisor the day emergency leave is being taken and submit a completed leave form upon returning to work. Emergency leave is granted upon the approval of the Superintendent or his/her designee. Personal leave must be used before emergency leave is granted. Salary deductions for use of emergency leave shall be at the rate of pay for certified substitute teachers whether or not a certified substitute teacher is hired. Emergency leave shall not be cumulative from one year to the next. (July 2010)

**G. PROFESSIONAL/EDUCATIONAL LEAVE**

The Board will provide professional leave:

Type 1: Educational Leave - Leave that involves participation in workshops or training that would benefit the Bargaining Unit members in their teaching assignments. These education leave days shall be without loss of pay and shall be equitably divided among sites with a minimum number of days equal to one-fourth of the members of each site.

Type 2: Associational Leave - Leave without loss of pay that can be taken upon a notification by the TEA President to the Superintendent, Principal(s)/Supervisor(s) of the employee(s) taking Association leave, and district Personnel Manager to conduct or attend to Association business or participate in Association-related activities that cannot be accomplished at any other time. Except in the case of emergency, a minimum of seven

(7) calendar days notice shall be provided. Association leave may not be taken by a teacher on a day when that teacher is the only person who can perform a specific scheduled assignment, responsibility, or duty. A cumulative total of twenty-one (21) days per Agreement year will be allowed for such leave. (July 2010)

**H. RELEASE TIME FOR T.E.A. PRESIDENT**

The Association President shall not be assigned extra duties in order to be the liaison to work with the Administration and the Association in maintaining this contract as well as conducting the business of the Association. Every effort will be made to provide the TEA President with one hour release time per day.

**I. ASSOCIATION OFFICE LEAVE**

A teacher elected or re-elected to a full-time office in a state or national education association may make a request in writing to the Board for an unpaid leave of absence for the term of the elected office. If approved, the Board will notify the teacher (by certified mail on or before March 1) that notification for continuation of the leave for the ensuing contract year must be received by the Board by April 1. Prior to or at the end of the term of office, the teacher may make a request in writing to the Board to return to active employment status with Tahlequah Public Schools.

**J. MILITARY LEAVE - Board Policy 4361 is incorporated by reference herein. (July 2010)**

Teachers who are members of the Reserve Forces of the Army, the Navy, the Marine Corps, the Coast Guard, the Air Force, or any other component of the Armed Forces of the United States, including members of the Air or Army National Guard, shall, when ordered by the proper authority to active duty or service, be entitled to a leave of absence from their position without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave of absence.

Support employees of the district shall be entitled to a leave of absence without loss of status or efficiency rating and without loss of pay for the first twenty (20) days of such leave during any federal fiscal year.

Adopted by the Board of Education of 2-13-92 **(July 2011)**

**K. JURY DUTY LEAVE - Board Policy 4365 is incorporated by reference herein. (July 2010)**

**The Board of Education shall grant leave to teachers who have been selected for jury duty or who have been subpoenaed as a witness in a criminal, civil, or juvenile proceeding. When a substitute teacher is used, the regular teacher will reimburse the Board of Education the amount received by the individual for jury duty. The Board of Education will pay the substitute teacher the prevailing substitute pay rate. If a substitute is not required (e.g.**

**Counselor, Librarian) the teacher shall pay any amount received for such duty, exclusive of any expense payments, to the Board of Education. When classified staff members, supervisors or administrators must be absent for jury duty, there will be no deduction from pay. They shall pay any amount received for such duty, exclusive of any expense payments, to the Board of Education.**

**Approved by the Board of Education on 10-12-89 (Revised) (July 2011)**

- L. SABBATICAL LEAVE - Board Policy 4369 is incorporated by reference herein. (July 2010)**

**After three years of continuous service in the District, a teacher may take one year's, non-paid, leave of absence. The teacher granted such leave shall be guaranteed a position upon return. The district will notify the employee by certified mail on or before March 1 that notification of their intent to return to their duties must be received by the Board by April 1.**

**Adopted by the Board of Education on 2-13-92,  
Revised 7-28-99 (July 2011)**

## FRINGE BENEFITS

### A. SICK LEAVE

Fifteen (15) days sick leave annually, one hundred twenty (120) days maximum accumulation at fiscal year's end.

### B. ACCRUED UNUSED SICK LEAVE UPON RETIREMENT

Certified personnel, upon making application with the State Retirement System, with twenty (20) or more consecutive years of service within the Tahlequah District, shall be given a bonus for accrued unused sick leave days at a rate of \$25.00 per day. The daily rate will be reduced 10% for each year until reaching the ten (10) to fifteen (15) years of service level and the seven (7) to nine (9) years of service level. In no case shall the number of unused sick days be greater than 120 days. The district shall not purchase unused sick leave days which have been accrued in another district and transferred to the Tahlequah District. No payment for unused sick leave days will be made except at the retirement date of the employee, beginning with the 1983-84 school year.

(Example)

The following schedule is based upon an individual who has acquired 120 unused sick leave days and who is retiring with the various years of consecutive service within the Tahlequah I-35 School District.

<u>Years of Service</u>	<u>Maximum Sick Leave Days</u>	<u>Rate Per Day</u>	<u>Percent of \$25. Rate</u>	<u>Max. Total Unused Days</u>
20+	120	\$25.00	100%	\$3,000.00
19	120	22.50	90%	2,700.00
18	120	20.00	80%	2,400.00
17	120	17.50	70%	2,100.00
16	120	15.00	60%	1,800.00
10-15	120	12.50	50%	1,500.00
07-09	120	10.00	40%	1,200.00

### C. RETIREMENT CONTRIBUTION

Retirement benefits of seven per cent (7%) up to thirty thousand dollars (\$30,000.00) of gross salary paid to Teacher Retirement System.

Teachers with **sixteen (16)** or more years of service shall receive retirement benefits of 7% of total compensation paid to the Teacher Retirement System. **(July 2011)**

**D. WORKER'S COMPENSATION**

The Tahlequah Board of Education shall provide worker's compensation to employees injured while performing their duties.

**E. PROFESSIONAL LIABILITY COVERAGE**

The Tahlequah Board of Education shall provide Professional Liability Coverage up to \$500,000.00 while performing one's duties.

**F. LEAVE POLICIES**

See Section IV. (July 2010)

**G. 125 FRINGE BENEFIT PLAN**

A 125 fringe benefit plan shall be adopted by the District, which shall include a major medical health care plan. Staff participants in the plan shall incur no extra costs for belonging.

H. Teachers shall have the option to participate in direct deposit of warrants beginning with the first payroll of the 1992-93 school year. Procedures will be acceptable to both parties.

**2011-12** Teacher Salary Schedule

BS	Salary Schedule	District Paid Retirement	Total District Comp	State Paid Retire	State Paid Flex w/Ins	State Paid Flex w/o Ins	Total Comp w/Health	Total Comp w/o Health
0	\$30,221.00	\$2,100.00	\$32,321.00	60.15	5393.76	836.52	\$37,774.91	\$33,217.67
1	\$30,821.00	\$2,100.00	\$32,921.00	103.41	5393.76	836.52	\$38,418.17	\$33,860.93
2	\$31,421.00	\$2,100.00	\$33,521.00	145.65	5393.76	836.52	\$39,060.41	\$34,503.17
3	\$32,471.00	\$2,100.00	\$34,571.00	188.15	5393.76	836.52	\$40,152.91	\$35,595.67
4	\$32,771.00	\$2,100.00	\$34,871.00	233.33	5393.76	836.52	\$40,498.09	\$35,940.85
5	\$33,071.00	\$2,100.00	\$35,171.00	278.76	5393.76	836.52	\$40,843.52	\$36,286.28
6	\$33,371.00	\$2,100.00	\$35,471.00	325.26	5393.76	836.52	\$41,190.02	\$36,632.78
7	\$33,671.00	\$2,100.00	\$35,771.00	372.82	5393.76	836.52	\$41,537.58	\$36,980.34
8	\$33,971.00	\$2,100.00	\$36,071.00	421.44	5393.76	836.52	\$41,886.20	\$37,328.96
9	\$34,271.00	\$2,100.00	\$36,371.00	471.12	5393.76	836.52	\$42,235.88	\$37,678.64
10	\$34,571.00	\$2,100.00	\$36,671.00	521.87	5393.76	836.52	\$42,586.63	\$38,029.39
11	\$34,871.00	\$2,100.00	\$36,971.00	573.67	5393.76	836.52	\$42,938.43	\$38,381.19
12	\$35,421.00	\$2,100.00	\$37,521.00	626.54	5393.76	836.52	\$43,541.30	\$38,984.06
13	\$35,896.00	\$2,100.00	\$37,996.00	680.48	5393.76	836.52	\$44,070.24	\$39,513.00
14	\$36,371.00	\$2,100.00	\$38,471.00	735.47	5393.76	836.52	\$44,600.23	\$40,042.99
15	\$36,846.00	\$2,100.00	\$38,946.00	791.53	5393.76	836.52	\$45,131.29	\$40,574.05
16	\$37,321.00	\$2,809.11	\$40,130.11	848.65	5393.76	836.52	\$46,372.52	\$41,815.28
17	\$37,926.00	\$2,854.65	\$40,780.65	906.83	5393.76	836.52	\$47,081.24	\$42,524.00
18	\$38,401.00	\$2,890.40	\$41,291.40	966.07	5393.76	836.52	\$47,651.23	\$43,093.99
19	\$38,876.00	\$2,926.16	\$41,802.16	1026.38	5393.76	836.52	\$48,222.30	\$43,665.06
20	\$39,351.00	\$2,961.91	\$42,312.91	1087.75	5393.76	836.52	\$48,794.42	\$44,237.18
21	\$39,826.00	\$2,997.66	\$42,823.66	1150.18	5393.76	836.52	\$49,367.60	\$44,810.36
22	\$40,301.00	\$3,033.42	\$43,334.42	1213.68	5393.76	836.52	\$49,941.86	\$45,384.62
23	\$40,776.00	\$3,069.17	\$43,845.17	1278.23	5393.76	836.52	\$50,517.16	\$45,959.92
24	\$41,276.00	\$3,106.80	\$44,382.80	1343.85	5393.76	836.52	\$51,120.41	\$46,563.17
25	\$41,776.00	\$3,144.44	\$44,920.44	1410.53	5393.76	836.52	\$51,724.73	\$47,167.49
26	\$42,276.00	\$3,182.07	\$45,458.07	1410.53	5393.76	836.52	\$52,262.36	\$47,705.12
27	\$42,776.00	\$3,219.71	\$45,995.71	1410.53	5393.76	836.52	\$52,800.00	\$48,242.76
28	\$43,276.00	\$3,257.34	\$46,533.34	1410.53	5393.76	836.52	\$53,337.63	\$48,780.39
29	\$43,776.00	\$3,294.98	\$47,070.98	1410.53	5393.76	836.52	\$53,875.27	\$49,318.03
30	\$44,276.00	\$3,332.61	\$47,608.61	1410.53	5393.76	836.52	\$54,412.90	\$49,855.66
31	\$44,776.00	\$3,370.24	\$48,146.24	1410.53	5393.76	836.52	\$54,950.53	\$50,393.29
32	\$45,276.00	\$3,407.88	\$48,683.88	1410.53	\$5,393.76	\$836.52	\$55,488.17	\$50,930.93

MS	Salary Schedule	District Paid Retirement	Total District Comp	State Paid Retire	State Paid Flex w/Ins	State Paid Flex w/o Ins	Total Comp w/Health	Total Comp w/o Health
0	\$31,321.00	\$2,100.00	\$33,421.00	60.15	5393.76	836.52	\$38,874.91	\$34,317.67
1	\$31,871.00	\$2,100.00	\$33,971.00	103.41	5393.76	836.52	\$39,468.17	\$34,910.93
2	\$32,421.00	\$2,100.00	\$34,521.00	145.65	5393.76	836.52	\$40,060.41	\$35,503.17
3	\$33,521.00	\$2,100.00	\$35,621.00	188.15	5393.76	836.52	\$41,202.91	\$36,645.67
4	\$33,821.00	\$2,100.00	\$35,921.00	233.33	5393.76	836.52	\$41,548.09	\$36,990.85
5	\$34,121.00	\$2,100.00	\$36,221.00	278.76	5393.76	836.52	\$41,893.52	\$37,336.28
6	\$34,421.00	\$2,100.00	\$36,521.00	325.26	5393.76	836.52	\$42,240.02	\$37,682.78
7	\$34,721.00	\$2,100.00	\$36,821.00	372.82	5393.76	836.52	\$42,587.58	\$38,030.34
8	\$35,021.00	\$2,100.00	\$37,121.00	421.44	5393.76	836.52	\$42,936.20	\$38,378.96
9	\$35,321.00	\$2,100.00	\$37,421.00	471.12	5393.76	836.52	\$43,285.88	\$38,728.64
10	\$35,796.00	\$2,100.00	\$37,896.00	521.87	5393.76	836.52	\$43,811.63	\$39,254.39
11	\$36,476.00	\$2,100.00	\$38,576.00	573.67	5393.76	836.52	\$44,543.43	\$39,986.19
12	\$36,901.00	\$2,100.00	\$39,001.00	626.54	5393.76	836.52	\$45,021.30	\$40,464.06
13	\$37,326.00	\$2,100.00	\$39,426.00	680.48	5393.76	836.52	\$45,500.24	\$40,943.00
14	\$37,771.00	\$2,100.00	\$39,871.00	735.47	5393.76	836.52	\$46,000.23	\$41,442.99
15	\$38,246.00	\$2,100.00	\$40,346.00	791.53	5393.76	836.52	\$46,531.29	\$41,974.05
16	\$38,721.00	\$2,914.49	\$41,635.49	848.65	5393.76	836.52	\$47,877.90	\$43,320.66
17	\$39,326.00	\$2,960.03	\$42,286.03	906.83	5393.76	836.52	\$48,586.62	\$44,029.38
18	\$39,801.00	\$2,995.78	\$42,796.78	966.07	5393.76	836.52	\$49,156.61	\$44,599.37
19	\$40,276.00	\$3,031.53	\$43,307.53	1026.38	5393.76	836.52	\$49,727.67	\$45,170.43
20	\$40,751.00	\$3,067.29	\$43,818.29	1087.75	5393.76	836.52	\$50,299.80	\$45,742.56
21	\$41,226.00	\$3,103.04	\$44,329.04	1150.18	5393.76	836.52	\$50,872.98	\$46,315.74
22	\$41,701.00	\$3,138.79	\$44,839.79	1213.68	5393.76	836.52	\$51,447.23	\$46,889.99
23	\$42,176.00	\$3,174.55	\$45,350.55	1278.23	5393.76	836.52	\$52,022.54	\$47,465.30
24	\$42,751.00	\$3,217.83	\$45,968.83	1343.85	5393.76	836.52	\$52,706.44	\$48,149.20
25	\$43,326.00	\$3,261.10	\$46,587.10	1410.53	5393.76	836.52	\$53,391.39	\$48,834.15
26	\$43,901.00	\$3,304.38	\$47,205.38	1410.53	5393.76	836.52	\$54,009.67	\$49,452.43
27	\$44,476.00	\$3,347.66	\$47,823.66	1410.53	5393.76	836.52	\$54,627.95	\$50,070.71
28	\$45,051.00	\$3,390.94	\$48,441.94	1410.53	5393.76	836.52	\$55,246.23	\$50,688.99
29	\$45,626.00	\$3,434.22	\$49,060.22	1410.53	5393.76	836.52	\$55,864.51	\$51,307.27
30	\$46,201.00	\$3,477.50	\$49,678.50	1410.53	5393.76	836.52	\$56,482.79	\$51,925.55
31	\$46,801.00	\$3,522.66	\$50,323.66	1410.53	5393.76	836.52	\$57,127.95	\$52,570.71
32	\$47,401.00	\$3,567.83	\$50,968.83	\$1,410.53	5393.76	\$836.52	\$57,773.12	\$53,215.88
33	\$48,001.00	\$3,612.99	\$51,613.99	\$1,410.53	5393.76	\$836.52	\$58,418.28	\$53,861.04
34	\$48,601.00	\$3,658.15	\$52,259.15	\$1,410.53	5393.76	\$836.52	\$59,063.44	\$54,506.20
35	\$49,201.00	\$3,703.31	\$52,904.31	\$1,410.53	5393.76	\$836.52	\$59,708.60	\$55,151.36

DR	Salary Schedule	District Paid Retirement	Total District Comp	State Paid Retire	State Paid Flex w/Ins	State Paid Flex w/o Ins	Total Comp w/Health	Total Comp w/o Health
0	\$33,866.00	\$2,100.00	\$35,966.00	60.15	5393.76	836.52	\$41,419.91	\$36,862.67
1	\$34,104.00	\$2,100.00	\$36,204.00	103.41	5393.76	836.52	\$41,701.17	\$37,143.93
2	\$34,341.00	\$2,100.00	\$36,441.00	145.65	5393.76	836.52	\$41,980.41	\$37,423.17
3	\$34,816.00	\$2,100.00	\$36,916.00	188.15	5393.76	836.52	\$42,497.91	\$37,940.67
4	\$35,291.00	\$2,100.00	\$37,391.00	233.33	5393.76	836.52	\$43,018.09	\$38,460.85
5	\$35,766.00	\$2,100.00	\$37,866.00	278.76	5393.76	836.52	\$43,538.52	\$38,981.28
6	\$36,241.00	\$2,100.00	\$38,341.00	325.26	5393.76	836.52	\$44,060.02	\$39,502.78
7	\$36,716.00	\$2,100.00	\$38,816.00	372.82	5393.76	836.52	\$44,582.58	\$40,025.34
8	\$37,191.00	\$2,100.00	\$39,291.00	421.44	5393.76	836.52	\$45,106.20	\$40,548.96
9	\$37,666.00	\$2,100.00	\$39,766.00	471.12	5393.76	836.52	\$45,630.88	\$41,073.64
10	\$38,141.00	\$2,100.00	\$40,241.00	521.87	5393.76	836.52	\$46,156.63	\$41,599.39
11	\$38,616.00	\$2,100.00	\$40,716.00	573.67	5393.76	836.52	\$46,683.43	\$42,126.19
12	\$39,091.00	\$2,100.00	\$41,191.00	626.54	5393.76	836.52	\$47,211.30	\$42,654.06
13	\$39,566.00	\$2,100.00	\$41,666.00	680.48	5393.76	836.52	\$47,740.24	\$43,183.00
14	\$40,041.00	\$2,100.00	\$42,141.00	735.47	5393.76	836.52	\$48,270.23	\$43,712.99
15	\$40,516.00	\$2,100.00	\$42,616.00	791.53	5393.76	836.52	\$48,801.29	\$44,244.05
16	\$40,991.00	\$3,085.35	\$44,076.35	848.65	5393.76	836.52	\$50,318.76	\$45,761.52
17	\$41,466.00	\$3,121.10	\$44,587.10	906.83	5393.76	836.52	\$50,887.69	\$46,330.45
18	\$41,941.00	\$3,156.86	\$45,097.86	966.07	5393.76	836.52	\$51,457.69	\$46,900.45
19	\$42,416.00	\$3,192.61	\$45,608.61	1026.38	5393.76	836.52	\$52,028.75	\$47,471.51
20	\$42,891.00	\$3,228.36	\$46,119.36	1087.75	5393.76	836.52	\$52,600.87	\$48,043.63
21	\$43,366.00	\$3,264.12	\$46,630.12	1150.18	5393.76	836.52	\$53,174.06	\$48,616.82
22	\$43,841.00	\$3,299.87	\$47,140.87	1213.68	5393.76	836.52	\$53,748.31	\$49,191.07
23	\$44,316.00	\$3,335.62	\$47,651.62	1278.23	5393.76	836.52	\$54,323.61	\$49,766.37
24	\$44,791.00	\$3,371.37	\$48,162.37	1343.85	5393.76	836.52	\$54,899.98	\$50,342.74
25	\$45,266.00	\$3,407.13	\$48,673.13	1410.53	5393.76	836.52	\$55,477.42	\$50,920.18
26	\$45,741.00	\$3,442.88	\$49,183.88	1410.53	5393.76	836.52	\$55,988.17	\$51,430.93
27	\$46,316.00	\$3,486.16	\$49,802.16	1410.53	5393.76	836.52	\$56,606.45	\$52,049.21
28	\$46,891.00	\$3,529.44	\$50,420.44	1410.53	5393.76	836.52	\$57,224.73	\$52,667.49
29	\$47,466.00	\$3,572.72	\$51,038.72	1410.53	5393.76	836.52	\$57,843.01	\$53,285.77
30	\$48,041.00	\$3,616.00	\$51,657.00	1410.53	5393.76	836.52	\$58,461.29	\$53,904.05
31	\$48,616.00	\$3,659.28	\$52,275.28	1410.53	5393.76	836.52	\$59,079.57	\$54,522.33
32	\$49,191.00	\$3,702.56	\$52,893.56	1410.53	5393.76	\$836.52	\$59,697.85	\$55,140.61
33	\$49,766.00	\$3,745.84	\$53,511.84	1410.53	\$5,393.76	\$836.52	\$60,316.13	\$55,758.89

**FRINGE BENEFITS:**

7% on retirement on first \$30,000 gross

Full retirement paid for teachers with **16** or more years' experience (**July 2011**)

**ATTENDANCE STIPEND:**

For the 2011-12 contract year, after the completion of the first ninety (90) contractual teacher work days, each teacher who worked those ninety (90) days in full shall be compensated one hundred fifty dollars (\$150.00); after the completion of the last ninety (90) days of the teacher contractual work year, each teacher who worked those ninety (90) days in full shall be compensated one hundred fifty dollars (\$150.00). The attendance incentives shall be paid to eligible employees no later than February 15 and June 15. Absence for mandatory jury duty days shall not count against the attendance stipend.

Additionally, for the 2011-2012 school year, each teacher will be paid twenty-five dollars (\$25.00) for each unused personal business/emergency leave day. This refers to the first three (3) days of personal business/emergency leave as defined herein.

**District will pay each full time teacher, except teachers who are receiving retirement benefits from OTRS, a one-time, nonsalary stipend in the amount of five hundred dollars (\$500.00) in May 2012. The amount shall be paid proportionately to teachers employed less than full time and/or to teachers employed for less than the entire 2011-12 contract year. (July 2011)**

## SUPPLEMENTAL COMPENSATION

**2011-12**

Supplemental compensation schedule shall be based on **\$27,350.00** for 2011-2012.

<b>THS</b>		<b>Middle School</b>		<b>Elementary</b>	
Academic Team	.07	Academic Team	.04	Academic Team	.02
Asst. Athletic Director	.25				
Athletic Trainer	.12				
Band	.30				
Band, Asst.	.20				
Band, Winterguard	.03				
Baseball	.20	Baseball, Head 7/8	.08		
Baseball, Asst.	.10	Baseball, Asst 7/8	.04		
Basketball	.27	Basketball, 8	.08		
Basketball, Asst.	.15	Basketball, 7	.07		
Basketball, 9 <sup>th</sup> Grade	.10	Basketball 5/6	.05 for each B & G or .075 for both		
Chemical Specialist	.03	Cheerleading	.08		
Cheerleading	<b>.15</b>				
Cheerleading, Sponsor	<b>.09</b>				
Class Sponsor 9	.02				
Class Sponsor 10	.02				
Class Sponsor 11	.025				
Class Sponsor 12	.02	Clubs (approved)	.01	Club Sponsor	.01
Clubs (approved)	.01	Drama/Speech	.10		
Drama/Speech	.11				
MS & HS Drama/Speech/Debate	.11	Football, 8	.09		
<b>Field Coordinator</b>	<b>.027</b>	Football, 8 Asst.	.07		
Football, Head	.36	Football, 7	.09		
Football, Coordinator	.17	Football, 7 Asst.	.07		
Football, Asst.	.14			Cherokee Nation	
Football, 9 <sup>th</sup> Grade Head	.11	Golf	.06	Headstart Teacher	.065
Football, 9 <sup>th</sup> Grade Asst.	.08				
Golf	.13/each or .195 for both	Math Counts	.02		
Math Counts	.02	National Jr. Honor Society	.03		
National Honor Society	.04				
Newspaper	.05				
PAC Tech Supervisor	.15	Pom Pon	.07		
PAC Tech Asst.	.05				
Pom Pon	.13	Science Fair Coord	.04		
Pom Pon, Sponsor	.07				
Soccer, Head	.14	Softball, Head 7/8	.08		
Soccer, Asst.	.07	Softball, Asst 7/8	.04		
Softball, Head FP	.20				
Softball, Asst. FP	.11	Spelling Bee	.01	Spelling Bee	.01
Softball Head SP	.20				
Softball, Asst. SP	.11	Student Council	.05	Student Council	.01
Strength/Cond. (Per mester)	.04	Tennis	.07		
Student Council	.06				
Swimming	.15	Track, Head 7/8	.07		
Swimming, Asst.	.05	Track, Asst 7/8	.05		
Tennis, Head	.13/each or .195 for both	Track 5/6	.05 for each B & G or .075 for both		
Tennis, Asst.	.07				
Track, Head	.14				
Track, Asst.	.08				
Track, Head 9	.07				
Track, Asst 9	.04				

**THS**

Track Cross Country	.12/each or .18 for both
Track Cross Country, Asst. (Both B & G)	.08
Vocal Music	.15
Volleyball, Head	.13
Volleyball, Asst	.07
Volleyball, 9 <sup>th</sup>	.07
Wrestling, Head	.24
Wrestling, Asst.	.11
Yearbook	.07
<b>Yearbook, without class</b>	<b>.09</b>

**Middle School**

Track Cross Country	.05
Vocal Music	.09
Volleyball 8	.06
Volleyball 7	.06
Wrestling, Head 7-9	.10
Wrestling, Asst. 7-9	.06
Yearbook	.07
<b>Yearbook, without class</b>	<b>.09</b>

**Elementary**

Vocal Music \$85/night program  
(Limit of 7 programs per site)

**DISTRICT**

Content Coord.	
Renewal Year	.25
Non Renew, w/o release	.20
Non Renew, with release	.15
Special Olympics Head	.07
Special Olympics Asst I	.06
Special Olympics Asst II	.03
Special Olympics Asst III	.025

Game Workers - \$20/event - under 3 hours  
\$30/event - over 3 hours

**COORDINATORS**

Media-District	.04
E.L.L.	.03
Site Technology Contact	.05

Dept. Chair/Team Leaders .05

**OTHER****BEFORE SCHOOL SUPERVISORY AND AFTER SCHOOL BUS AND CAR DUTY**

The district will provide funds necessary to compensate teachers for morning and afternoon duty that occurs beyond the teachers' workday. The compensation shall be paid in increments of one-half (1/2) hour at the rate of five dollars (\$5.00) per one-half (1/2) hour up to a maximum of ten dollars (\$10.00) for one (1) hour of duty.

**PRINCIPAL DESIGNEE** Per diem basis: \$50.00 per day and \$25.00 for 1/2 day at the Principal's direction  
[Not to exceed a total of \$1200 per year.]

**AFTER-SCHOOL DETENTION** \$10.00 per hour

**EXTENDED WORK YEAR FOR CERTIFIED STAFF (July 2010)**

working within their area:

- 1 week - 3% of salary
- 2 weeks - 6% of salary
- 3 weeks - 9% of salary
- 4 weeks - 12% of salary
- 8 weeks - 24% of salary
- Parent-Liaison - 5% of salary

Certified personnel will be paid as follows:

Non-Teaching \$10.00 per hour  
(Examples: Administratively assigned duties such as bus duty, detention, special projects, science fair exhibition and elementary music program supervision)

Teaching - Non-credit instruction \$15.00 per hour  
(Examples: Administratively assigned duties such as tutoring, science fair tutoring, enrichment activities, homework help, summer programs)

Teaching - Credit courses \$18.00 per hour  
(Examples: Secondary make-up courses, drivers education and other classes which require a teacher to assign grades which will become part of a student's permanent transcript).

One-twelfth (1/12th) of the teacher's base salary per semester for Zero Hour/Planning Period teaching assignment. (July 2009)

#### EXTRA DUTY

Extra-duty will first be offered to site teachers. If additional workers are needed, this duty will be posted and district teachers may apply. The building principal will first consider all certified applicants prior to the assignment of this duty where appropriate.

Teachers receiving supplemental compensation not set by an index shall be responsible for payment of required, if any, contributions on such compensation to the Oklahoma Teacher Retirement System.

PACING CALENDARS AND CURRICULUM GUIDES -The district will provide compensation as indicated below for assigned work performed outside the contractual teacher workday and/or year as indicated below:

- A. Two hundred dollars (\$200.00) for each completed assigned pacing calendar
- B. Four hundred dollars (\$400.00) for each completed assigned curriculum guide

Grant-funded Extra Duty Assignment: Safe & Drug-Free Schools Site Coordinators  
Filled on a year-to-year basis, depending on available funding  
\$1000 stipend per person per year

**Authorized summer extra curricular camps: sponsors will receive all of the net proceeds after all costs to the district are paid from gross receipts. (July 2011)**

**NBCT - district will pay each NBCT in May 2012 up to \$250.00 of stipend amount not paid/funded by State of Oklahoma. (July 2011)**

Acceptable Use Policy (AUP)

Tahlequah Public Schools believe the Internet, email, and computer technology are overwhelmingly positive in nature and expect much success with their use. Further, we do not expect problems among our employees with their use. This Acceptable Use Policy, however, is prudent for all of us to have due to the potential for misuse.

The Tahlequah Public Schools will not monitor, edit, or disclose the contents of email, Internet history, or computer files, unless required to do so by law or in the good faith belief that such action is necessary to: 1) conform to Board Policy, 2) conform to the edicts of the law or comply with legal process served on Tahlequah Public Schools, 3) protect and defend the rights or property of Tahlequah Public Schools, or 4) act under urgent circumstances to protect the personal safety of Tahlequah Public Schools employees or students.

The following intentional uses will be considered unacceptable:

- a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any U.S. or State regulation
- b. Downloading copyrighted material for other than legal personal or professional use
- c. Using the network for private financial or commercial gain which adversely affects the district
- d. Using the network to setup and/or maintain any web site for commercial or private purposes
- e. Gaining unauthorized access to resources or entities, commonly referred to as "hacking"
- f. Using another user's account or password without authorization
- g. Accessing, submitting, posting, publishing, or displaying any item, material, or information which is fraudulent, intentionally inaccurate, abusive, obscene, pornographic, racially offensive, harassing, illegal, or that threatens harm to another
- h. Using the network while access privileges are suspended or revoked
- i. Publishing or otherwise disseminating another person's personal information, account, or password without that person's permission
- j. Using the network for unauthorized product advertisement, political activity, promoting or encouraging the use of illegal or controlled substances

When an alleged violation is presented to the Tahlequah Public Schools administration, they may examine email, Internet history, or computer files. The nature of the investigation will be reasonable and restricted to the context of the nature of the alleged violation.

A building site administrator will report any evidence of an alleged violation to the alleged violator. This written report will include a listing of the email, Internet history, or computer files searched regarding the alleged violation.

Employee Name \_\_\_\_\_ Employee's Position \_\_\_\_\_

Employee's School/Department \_\_\_\_\_

I have read the Acceptable Use Policy. I agree to follow the rules contained in this policy. I understand that if I violate the rules, I may face disciplinary action in accord with the collective bargaining agreement and School Board policy.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX A

**TAHLEQUAH PUBLIC SCHOOLS**

**P O Box 517 - 225 N. Water  
Tahlequah, OK 74465  
(918) 458-4100 FAX (918) 458-4103  
<http://www.tahlequah.k12.ok.us>  
e-Mail: [tpsi35@tahlequah.k12.ok.us](mailto:tpsi35@tahlequah.k12.ok.us)**

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Shannon Goodsell  
Superintendent

Lisa Presley  
Asst. Supt.

Terry Garrett  
Executive Director

Steve Merrill  
Executive Director

Tim Baker  
Board President

Hamid Vahdatipour  
Board V.Pres.

Luke Foster  
Shannon Pinson  
Donna Tinnin  
Members

**TO WHOM IT MAY CONCERN**

\_\_\_\_\_ has been assigned by the District, or has  
volunteered to serve as a \_\_\_\_\_ in the  
\_\_\_\_\_ program, a grant funded program.

Should it become necessary to follow the Reduction in Force Policy within the negotiated agreement, signed by the Tahlequah Education Association and the Tahlequah Board of Education, the above named \_\_\_\_\_ is classified as general fund personnel and shall be accorded all rights and privileges of general fund personnel.

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Signature of Certified Personnel

\_\_\_\_\_  
Date

One copy of this letter shall be placed in the individual's personnel file and one copy shall be retained by the individual.





APPENDIX C

This negotiated agreement is hereby ratified.

Ratified by the Tahlequah Education Association this 9th day of August, 2011.

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PRESIDENT, TAHLEQUAH EDUCATION ASSOCIATION

Ratified by the Tahlequah Board of Education this 15th day of August, 2011.

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PRESIDENT, TAHLEQUAH BOARD OF EDUCATION

## APPENDIX D

### SICK LEAVE SHARING PROGRAM

- A. The Board shall administer a sick leave sharing program for all district teachers. The program shall permit district teachers to donate sick leave to a fellow district teacher who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.
- B. As used in this section:
1. "Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee;
  2. "Household members" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune;
  3. "Severe" or "extraordinary" means serious, extreme or life-threatening including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom; and
  4. "District teacher" means a teacher of the school district.
- C. A district teacher may be eligible to receive shared leave pursuant to the following conditions:
1. The board of education determines that the teacher meets the criteria described in this section; and
  2. The teacher has abided by district policies regarding the use of sick leave.
- D. A district teacher may donate annual leave to another district teacher only pursuant to the following conditions:
1. The receiving teacher has exhausted, or will exhaust, only sick leave earned pursuant to Section 6-104 due to pregnancy, miscarriage, childbirth and recovery therefrom, an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature, and involves the teacher, a relative of the teacher or household member;
  2. The condition has caused, or is likely to cause, the teacher to go on leave without pay or to terminate employment;
  3. Donations for sick leave pursuant to a request for donated sick leave shall be made within thirty (30) calendar days of the date of the notice of request.
  4. The amount of leave to be donated by an individual district teacher to a fellow district teacher shall not exceed two (2) days.
  5. District teachers may not donate excess sick leave that the donor would not be able to otherwise take.
- E. Maximum total for any bank will be one hundred twenty (120) days.

1. Any requests by a teacher for the establishment of more than one sick leave sharing bank during one school year shall be subject to review and approval by the Superintendent or Designee.
  2. Requests by a teacher for the establishment of a sick leave bank(s) in a subsequent consecutive school year shall be subject to review and approval by the Superintendent or Designee.
- F. Justification of the teacher's absence shall be required in compliance with the administration's policy. The district teacher shall be required to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition. Additional medical documentation will be required every six weeks (thirty working days) to determine continued eligibility.
- G. The receiving district teacher shall be paid the regular rate of pay of the teacher. The sick leave received will be designated as shared sick leave and be maintained separately from all other sick leave balances.
- H. Any donated sick leave may only be used by the recipient for the purposes specified in this section.
- I. Only sick leave earned pursuant to 70 O.S. Section 6-104 available for use by the recipient must be used prior to using shared sick leave.
- J. Any shared sick leave not used by the recipient during each occurrence as determined by the Board shall be returned to the donor. The shared sick leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to the annual leave balance of each donor.
- K. All donated sick leave must be given voluntarily. No district teacher shall be individually solicited, coerced, threatened, intimidated, or financially induced into donating sick leave for purposes of the leave sharing program.
- L. Upon notification of an individual's request for additional sick leave, the principal receiving the request shall recommend application of the program and will notify the Clerk of the Board.
- M. Sick leave days will not be deducted from donating certified employee until used by the individual requesting said leave. Days will be deducted from donating teachers in the order in which they were volunteered.
- N. If a sick leave sharing program is established for other district employees, teachers shall be permitted to donate sick leave to those employees.

APPENDIX E  
MEMORANDUM OF AGREEMENT

1. NEW TEACHER ORIENTATION –TEA will be granted time with new teachers during the new teacher orientation.
2. OPEN HOUSE /SUMMER SOCIAL **2011-2012- The 2011-2012** Open House/Summer Social will be held from 4:30 p.m. until 6:30 p.m. on **August 8, 2011.**
3. AUTHORIZATION TO LEAVE WORKSITE DURING CONTRACTUAL WORKDAY – During the **2011-2012** school year, the administration will explore additional procedures for teachers to obtain authorization to leave their assigned worksites during the contractual workday for the purpose of improving the efficiency and ease of obtaining such authorization.
4. ELEMENTARY AND MIDDLE SCHOOL TEACHER PLANNING TIME - The administration will work during the **2011-2012** school year toward two hundred fifty (250) minutes planning time weekly to each elementary and middle school teachers. Planning time for elementary and/or middle school teachers may be increased during the **2011-12** school year if it is possible and feasible.
- 5. It is the intent of the parties to add additional steps to the BA and Doctorate schedules so that all schedules provide step increases through 35 years of experience.**

# Tahlequah Public Schools

To: All Certified Staff  
From: Building Principal  
Re: Extra-Duty Assignments - 2012-13 School Year  
Date: May 10, 2012

Extra-duty assignments are contracted for one year only. During the second semester of each school year, a list of all extra-duty assignments for each school site (see attached) will be placed in individual teacher mail boxes. All certified staff are eligible to file a written request (use space below) with the school Principal. After consideration of each applicant, the Principal and, in some cases, the Athletic Director, will notify each applicant as to the outcome of his/her request.

All requests are due to the building Principal no later than **4:00 p.m., on Friday, May 18, 2012**. Principal/Athletic Director recommendations will be forwarded to the Board of Education. Assignments which remain vacant and extending into the summer will be filled as soon as possible with timely notification to all applicants.

<b>2012-2013 EXTRA-DUTY ASSIGNMENT REQUEST</b>	
Please consider my request for the following extra-duty assignment(s):	
_____	_____
_____	_____
_____	_____
Additional comments to support request (optional): _____	
_____	
_____	
Signature: _____	Date: _____

\*\*\*\*\*

Recommended for the following extra-duty assignment(s):

_____	_____
_____	_____

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Attention Principals:** Please use this form only and respond as soon as possible to each applicant by sending him/her a copy of this completed form.

ACKNOWLEDGEMENTS:

Parent conferences:

The parties acknowledge that the required teacher work day shall be as follows on the following dates during the **2011-2012** school year:

**October 6, 2011**

**March 8, 2012**

**4:30 - 8:00 p.m. in addition to required teacher  
work day in the negotiated agreement**

**October 7, 2011**

**March 9, 2012**

**8:30 – 12:00 noon**

The parties further acknowledge these work days are exceptions to:

*Employment Provisions: C. Supplemental Compensation: 3* of the negotiated agreement and shall be in effect for the **2011-2012** school year.