

NEGOTIATED AGREEMENT

**HARRAH PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

HARRAH ASSOCIATION

OF

CLASSROOM TEACHERS

2018-19

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GENERAL CONTRACT PROVISIONS

Article 1 – Statement of Agreement and Procedures Governing Negotiations

SECTION I: Agreement Clause

This agreement is made and entered into this 26th day of May, 1976, by and between the Harrah Association of Classroom Teachers, hereinafter termed the “Association” and the Board of Education of Independent School District No. 7 of Oklahoma County, Oklahoma, hereinafter termed the “Board”, and pursuant to Title 70 of Oklahoma Statutes, Sections 509.10, the following items (articles, procedures, etc.) are hereby agreed upon by both parties.

SECTION II: Purpose

It is the purpose of this procedure to strengthen methods of administering employer-employee relations through the establishment of an orderly process of communications between the professional educators and the school district.

SECTION III: Recognition

The Board recognizes the Association as the exclusive representative for negotiations on behalf of the professional educators of this district. The Association must have been designated as the sole bargaining representative by a majority of the professional educators of this district. Any person so employed as a professional educator, who desires not to be represented by the Association, may so state in writing to the Board. It is the responsibility of the Board to assure that all professional educators have notice of this stipulation.

The Board agrees that the Association shall continue as the exclusive representative until such time as a majority of the professional educators petition the Board requesting an election.

In accordance with Oklahoma’s Professional Negotiations Act (70-O.S. Sections 509.1 – 509.10) no employee shall be discriminated against by the Board and/or its representatives, and/or by the Association and/or its representatives for exercise or non-exercise of rights; nor shall either party discriminate against any person on the basis of race, creed, color, national origin, sex, or marital status; nor shall membership in any organization be a condition of employment.

SECTION IV: Good Faith Clause

Each party herein shall negotiate in good faith and further assure that a free and open exchange of views based upon mutual understanding, concern, and cooperation occurs.

SECTION V: Scope of Negotiations

The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment. Not more than five items per team will be proposed on any given year (this includes salary) except for those additional items added by mutual agreement.

SECTION VI: Meetings

1. Request for Meetings:

A written request for negotiations between the Board and the Association may be submitted by either party. Such written request must be submitted by the first day of work in May of each school year. A mutually acceptable meeting date and place shall be set for negotiations to begin not more than thirty (30) days following a request to bargain. Both parties shall submit their proposals for negotiations at the first meeting. Additional items may be introduced with mutual agreement of the Board and Association. The respective head negotiators will establish a mutually acceptable time and place for the meeting. Meetings shall not exceed two (2) hours, except by mutual agreement.

No monitoring or recording devices will be present while negotiations are being conducted without mutual consent of both head negotiators.

2. Attendance at Meetings:

Each committee member shall be notified by the respective head negotiator as to the time and place of meetings. Negotiations shall be conducted in sessions, which are closed to the general public. However, each party may be allowed alternate members and visitors upon mutual consent of both head negotiators.

3. Exchange of Information:

The Board agrees to provide the Association with data as to anticipated income and expenditures as soon as such data is available. Additionally, the Board will provide access to any fiscal data available to the Board and needed by the Association on behalf of the Association members. The Board shall make available to the Association such general information necessary to be used in formulating proposals on behalf of member teachers or with such general information pertinent to the matter to be discussed. Any individual who

is serving on the Harrah Board of Education may, but is not required to, attend negotiations meetings when a state of impasse or fact-finding exists.

SECTION VII: Impasse

1. Mediation:

Unless by mutual agreement negotiations are extended beyond the first day of school an impasse shall exist. At any earlier time either party may declare that an impasse exists. The issues at impasse may be submitted to the Federal Mediation and Conciliation Service (FMCS).

2. Fact-Finding:

If the mediation process has been utilized and has failed to bring about agreement on all items (or if mediation was not used), the unresolved items shall be submitted to fact-finding as follows:

- a. A fact-finding committee consisting of three members shall be formed. One member shall be selected by the Association and one member shall be selected by the board within five (5) days after the reaching of impasse. These two members will notify the State Superintendent of Public Instruction that a fact-finder is needed. The State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact-finders to the parties. If the representatives of the Board and the Association cannot agree upon a name, then there shall be a coin toss. The winner of the toss shall decide whether to strike a name first or to have the loser of the toss strike a name first from the list. The two representatives shall then continue alternately striking a name from the list until only one name remains. That person shall then be named to serve as chairperson of the fact-finding committee.
- b. Within five (5) days after the selection of the chairperson, the representatives of the parties shall meet to exchange written language of each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact-finding shall show the last position taken by each negotiating team.
- c. The cost for the services of the chairperson, including the per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by the Board and the Association.
- d. The fact-finding committee shall have the authority to establish procedural rules, conduct investigations and hold hearings during which each party to the dispute shall be given the opportunity to present its case with supporting evidence.

- e. The chairperson shall convene the committee for fact-finding. The committee shall meet with representatives of both parties, and within twenty (20) days after the fact-finding hearing, shall present its written recommendations to the Board and the Association. The report shall set forth findings of fact and recommendations on the issues submitted.
- f. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements as provided for by this action, either party may discontinue such effort.
- g. The local board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the local board of education shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.
- h. All costs and expenses incurred by either party of this agreement shall be borne by that party and in the case of joint proceedings, each party shall equally share the cost and/or expense.

SECTION VIII: Term and/or Amendment Clause

After ratification by both parties, this procedural agreement shall be effective upon the signing by the President of the Association and the President of the Board. The procedural agreement shall be renewed automatically without modification unless either party shall request amendment.

If either party desires to change any provision of this procedural agreement, such party shall notify the other not less than fifteen (15) calendar days nor more than thirty (30) calendar days prior to May 1 of each year. Such notice shall specify in writing the changes desired no later than May 1 of each year. The parties agree to enter into negotiations for modification. Negotiated modifications are final when ratified by the Association and the Board.

SECTION IX: Duration

This Agreement represents the full and complete agreements of the parties. This Agreement shall remain in force and effect and bind the parties until replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement.

SECTION X: Savings Clause

Should any item of the negotiated Procedural Agreement be found illegal or contrary to law, that item and only that item will be repealed and the balance of the agreement shall be held binding in all respects.

SECTION XI: Final Agreement

Approval by the professional educators of the Harrah School System will be defined as that point when the Association provided the Board with written notice that the agreement has been agreed to by a majority of the professional educators of the Harrah School System.

Approval by the Board is defined as that Board action which by official vote approves the agreement by entering such approval into the official Board minutes.

Agreements shall be effective upon the signing by the President of the Association and by the President of the Board.

Article 2 – Maintenance of Benefits

All non-monetary benefits negotiated in prior agreements between the Board and the Association will remain in full effect unless the agreements are renegotiated.

Article 3 – Professional Leave for OEA Delegate Assembly

A. The Board of Education shall grant the duly elected representative (s) of the Association one (1) day professional leave time without loss of pay to attend the Oklahoma Education Association (OEA) Delegate Assembly. Representatives to the Delegate Assembly shall be elected according to the method and formula established by the OEA.

B. This leave shall not be accumulative and the substitute shall be paid by the Association.

C. The representative (s) will file a request to the building principal or his/her designee at least twenty-four (24) hours before the time of said leave.

Article 4 – Attendance at School Functions

A. Teachers are expected to show interest in school functions. At all times during the term of his/her contract, the teacher owes loyalty, time, and talent to the support of the school and its complete program.

B. Complimentary passes will be issued to the teacher and his/her spouse so that they may attend all school activities.

Article 5 – Printing of the Negotiated Agreement

The Board and the Association shall share the cost of printing equally.

LEAVES

Article 6 – Sick Leave

A. Sick leave is for injury or illness of the teacher or his/her immediate family and /or pregnancy of the teacher. Immediate family shall be defined as spouse, teacher's children, children of spouse who reside in the teacher's home, father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild or sibling, or any children under the guardianship of the teacher. Sick leave may be used for maternity reasons immediately following the birth or adoption of a child not to exceed thirty (30) days unless medical documentation is provided.

B. Sick leave with full pay shall be vested to the teacher at the beginning of the school year at the rate of ten (10) days per annum for regular ten (10) month contracted teachers at the current salary rate and at the rate of one (1) day per month for eleven (11) and twelve (12) month employees. Unused sick leave shall be cumulative to a total of one hundred twenty (120) days. Sick leave shall not apply to public summer school programs conducted by the Board. Sick leave days that normally expire will be accumulated for the purpose of building an additional year toward retirement credit.

C. A teacher may be required to submit a physician's statement or other verification concerning the eligibility of the teacher to receive sick leave benefits.

Article 7 – Sick Leave With Partial Pay

- A.** When a teacher has exhausted his or her accumulated sick leave credit, the Superintendent may approve an absence with partial pay (not to exceed twenty (20) days) due to the injury or illness of the teacher or his/her immediate family or pregnancy of the teacher. The teacher will have deducted from his/her salary an amount sufficient to pay the substitute at the established rate.
- B.** The teacher may be required to submit a physician’s statement concerning the eligibility of the teacher to receive sick leave with partial pay benefits. After an absence of twenty (20) working days, such teacher will be eligible to apply for temporary disability leave.

Article 8 – Sick Leave Sharing

The Board hereby establishes a sick leave policy for teachers for the transfer to sick leave days under the following terms and conditions:

1. This policy applies only to employees of the Harrah School District who are licensed or certified teachers as those terms are defined by law;
2. Teachers with consent of the Board may donate sick leave days at any time during a school year;
3. The donation of sick leave will be allowed only by teachers who have twenty (20) or more days of earned and accumulated sick leave;
4. The deposit of shared sick leave days to the receiving employee will be an irrevocable voluntary decision of each teacher. Sick leave days received shall be maintained separately from other leave, may only be used for the predetermined illness, and all donated sick leave days not used during a school year by the receiving employee will be refunded on a pro-rata basis to the donating teachers;
5. Shared sick leave will be available to any eligible teacher who exhausts his/her accumulated sick leave, not including the twenty (20) days substitute deduct leave which may be used by a teacher after exhausting all days received by donation;
6. Permission to receive shared sick leave will be granted only for catastrophic personal illness of or catastrophic injury to the teacher creating a situation of “extreme hardship,” including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom, as determined by a committee consisting of one (1) certified teacher from each campus and one (1) central office administrator. This committee is to be appointed annually by the

Superintendent. The committee shall serve for one (1) school year only, but members of the committee are eligible to be re-appointed by the Superintendent for subsequent years.

7. The request for permission to receive shared sick leave days must be in writing and must be presented to the Superintendent by the affected teacher or another employee (acting with the affected teacher's permission) in his or her behalf. The request for shared sick leave days must:
 - a. State the approximate date sick leave will be exhausted;
 - b. state the amount of sick leave needed; and ,
 - c. contain a doctor's statement identifying the reason for additional leave.

The committee will review all requests and make a decision on the eligibility of the affected teacher. The affected teacher or his or her designee or the Superintendent may appeal a committee decision to the Board whose decision shall be final and unappealable.

8. Any use of donated sick leave may not extend beyond the school year in which the application for such sick leave is made. Any teacher who received donated sick leave must return to work by the first teacher reporting day of the following school year or obtain a leave of absence without pay for the Board. Failure to return to work or obtain a leave of absence without pay is grounds for immediate dismissal.
9. Donated sick leave will be paid at the daily rate of the recipient, not the donor;
10. The maximum total number of donated days which any teacher may receive during his/her career as a Harrah employee is one hundred (100) days;
11. All records with regard to the administration and operation of shared sick leave shall be maintained by the Superintendent or his/her designee;
12. The interpretation and implementation of this policy shall be the sole and exclusive right of the Board.

Article 9 – Personal Business Leave (FY 2018-19)

- A.** Personal Business Leave may be taken for personal, legal, business, household, or family needs which cannot be met other than during school hours.
- B.** Three (3) days of personal business leave shall be granted to certified (full-time equivalency basis). The salary of the substitute shall be paid by the district.

Personal Business Leave cannot be used on the first week of school, last week of school, or the day prior to or after a holiday. Unused personal business leave will accumulate as sick leave.

- C.** A written notification for personal business leave shall be presented to the building principal or his/her representative at least twenty-four (24) hours in advance. In an emergency situation when time does not allow for advance notification, notification may be handled by telephone or personal conference with the building principal or representative.
- D.** Person Business Leave can be used for school-related activities of the employee's children.

Article 10 – Bereavement Leave

A. Five (5) days of bereavement leave shall be granted for each funeral in the immediate family of a certified teacher. For funerals outside of Oklahoma, five (5) days of bereavement leave plus travel time shall be granted; total bereavement leave shall not exceed seven (7) days per occurrence; and three (3) days of bereavement leave shall be granted for family members within the second (grandparents, siblings) and third (aunts, uncles) degree of affinity (marriage) or consanguinity (blood), plus two (2) days travel if outside Oklahoma.

B. Requests for bereavement leave shall be presented to the building principal as soon as circumstances permit and prior to being taken. Up to a full day of bereavement leave may be granted by the building principal for a situation he/she deems appropriate and is not covered by the existing policy.

Article 11 – Jury Duty or Court Subpoena Leave

A teacher shall be granted leave for jury duty or is subpoenaed. The substitute shall be paid by the district. Any compensation received for serving as a juror may not be deducted from the teacher's salary. Teachers shall keep all expense monies (i.e. mileage and parking). Compensation for serving on the jury shall be given to the district and the teacher shall receive his/her normal rate of compensation for jury duty days.

Article 12 – Professional Leave

A. All teachers are urged to become active members of local, state and national teacher's organizations. Professional leave may be granted to certified personnel for the purpose of attending professional meetings, workshops, or clinics, not to exceed two (2) days per school year. If leave is granted, the teacher shall pay the substitute and all other expenses. Procedures shall be:

1. Written request to building principal
2. Principal will indicate approval or disapproval
3. Principal's disapproval shall be returned to the teacher with reason for disapproval stated
4. Principal's approval shall be sent to the Superintendent for consideration
5. Superintendent shall return approval or disapproval to the teacher
6. Superintendent's disapproval shall be accompanied by reasons.

Reasons professional leave may not be granted:

1. Teacher's presence required because of testing schedules.
2. Leave is requested immediately before or after a holiday.
3. The workshop, clinic or school visitation does not directly relate to their classroom assignment.
4. Lack of available certified staff. (Once leave has been granted and fees have been paid, the principal will be unable to withdraw approval.)

B. Certified staff members who attend professional meetings as defined in this policy shall provide to the appropriate administrator a certificate of attendance, completion, participation, or other official notification. Attendance at meetings related to negotiations training, work stoppages, or general assemblies is not authorized.

C. When the presence of a teacher is requested by the district at other meetings, workshops or clinics, etc., the district shall count this as "school business" and shall pay the substitute.

D. This item relates to licensed/certified personnel's request for professional leave only.

Article 13 – Family and Medical Leave

A. Eligible employees may apply for this leave for the following reasons:

1. In the event of a birth of a child of the employee, to take care of that child;
2. In the event of placement of a child with the employee for adoption or foster care;

3. In order to care for a spouse, child, parent or legal dependent of the employee due to a serious health condition;
4. In the event of a serious health condition of the employee that makes the employee unable to perform the functions of the employee's job.

B. An eligible employee is one who has worked in the district for at least twelve (12) months and 1,250 hours. Leave requested under A-1 or A-2 must begin and end within twelve (12) months of birth or placement.

C. This leave is an unpaid leave, provided:

1. For leave requested under A-1 or 2, the district may require the employee to substitute any accrued paid vacation, personal business or family leave provided by the district;
2. For leave requested under A-3 or 4, the district may require or the employee may choose to substitute any accrued paid vacation, personal business, medical or sick leave provided by the district.

D An employee shall apply for the leave by filling out the Family and Medical Leave Request Form, which is available in the central office. Upon verification by the district, the leave requested shall be granted, provided all guidelines are met.

A. In the case of leave requested under A-3 or 4, the district retains the right to require verification by the appropriate health care provider. It is the responsibility of the requesting employee to provide a copy of such verifications to the district when requested. Proper verification shall state:

1. date on which the condition began;
2. the probable duration of the condition;
3. the medical opinion of the health care provider;
4. for leave requested under A-3, a statement that the employee is needed to care for the appropriate individual;
5. for leave requested under A-4, a statement that the employee is unable to perform the functions of the position.

At district expense, the district may require the employee to obtain a second opinion of a health care provider designated or approved by the district. If the two opinions differ, the district may require at district expense that the employee obtain a third opinion of a health

care provider designated or approved jointly by the district and the employee. The opinion of the third health care provider shall be final and binding.

B. Employees should apply for leave as soon as they are aware of the need for the leave. In the case of birth or placement of a child, application should be made at least thirty (30) days in advance of the day the leave is requested to begin. In the case of a serious health condition as defined in A-3 or 4, if planned medical treatment is the basis for the leave the employee should schedule the treatment in a manner that will not be disruptive to the efficient operation of the district. Application should be made at least thirty (30) days before the leave is to begin or as soon as practicable.

C. Upon returning to work from the leave, the employee shall be guaranteed either the same position previously held by the employee or an equivalent position. While on leave, the employee shall suffer no loss in benefits, but neither shall benefits accrue during the period the employee is on leave, except for coverage the district offers under a group health plan. For leave requested under A-4, the district requires appropriate certification that the employee is able to resume work.

D. If the employee fails to return to work, and the reason is not a serious health condition or other circumstance beyond the employee's control, then the district may recover from the employee the premium paid for maintaining the employee's group health coverage during the leave. The district may require certification that the employee is unable to return to work, either that the employee is unable to perform the functions of the position or that the employee is needed to care for a spouse, child, or parent.

Article 14 – Temporary Disability Leave

A. Any teacher who is unable to continue his or her contract of employment as a result of an injury sustained in the reasonable performance of his or her duties from:

1. Assault by a pupil, relative of a pupil or person of the pupil's household, or
2. Injury sustained as a result of quelling or attempting to quell or stop a fight, disorder or any disturbance related to a school function or activity, shall be paid his or her full contract salary for the remainder of that school year or contract year or period, whichever is applicable, or for such period of time thereof as he or she is prevented from teaching or working as a result of the injuries sustained or job loss caused by such injuries during said school year or contract year or period for which he or she had been employed and during which he or she was injured not to exceed in any event the term of the contract; and directing the district to pay the balance of the contract payments, may file suit against such person or persons or their guardian or guardians for reimbursement of payments so made.

B. Teachers who suffer job-related injuries, other than those enumerated in subsection A of this article, which qualify for temporary total disability benefits under the Workers’

C. Compensation Act may utilize accumulated sick leave or personal leave on a prorated basis. At the option of the teacher, temporary total disability benefits shall be supplemented by any sick leave or personal leave or fractional use thereof available to the injured employee, to the extent that the injured employee shall receive full wages during the employee’s temporary absence. The sum of all temporary total disability payments and sick leave or personal leave shall in no case combine to exceed one hundred percent (100%) of the employee’s net pay as it existed prior to injury.

Article 15 – Leave Without Pay

A. A leave of absence may be granted by the Board under the following specified circumstances:

1. The teacher shall file a written request with the Superintendent by March 25th.
2. The leave of absence shall be effective for one (1) school year with renewal of the leave of absence for the second year at the discretion of the Board.
3. A leave of absence shall be without pay and without accrual of benefits.

B. The teacher shall be reinstated for an assignment, equal to or similar to the previous position, provided:

1. The leave of absence has expired.
2. Notification in writing by the teacher of intent to return to duty is made by March 25th of the leave year.
3. A vacancy has occurred for which the teacher is best qualified.

When a certified teacher is reinstated to a position of employment upon return from a leave of absence, he/she shall redeem all previously accrued benefits after having taught for the full semester immediately following his/her reinstatement.

C. Certified staff member absent from duty for reasons not covered under the leave with pay policies shall have deducted from his/her salary an amount equal to, but not to exceed his/her daily rate of pay for the number of days a teacher is required to be in attendance for the current contract year. The contract year shall include staff preparation days, staff development days, record days and/or any other days required by the Board not to exceed one hundred ninety (190) days or as permitted by state law.

Article 16 – Leave for Professional Representation

A. The Board shall provide a pool of ten (10) days, which may be used for attendance by designated certified staff members at educational conferences, legislative meetings, committee meetings for educational legislation, and similar functions. Not more than four (4) certified staff members per day shall attend, unless an exception is allowed by the Superintendent.

B. Individuals participating in leave for professional representation shall be designated by the Superintendent with assistance from the HACT president. If a substitute is hired for the designated representative (s) the Association shall pay the substitute. Excepted, however, that the Superintendent may allow attendance at OEA functions that are beneficial to the school district.

EMPLOYEE RIGHTS

Article 17 – Teacher Evaluation

A. Evaluation is defined as a mutual endeavor among all staff members and the Board 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. 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 philosophy of evaluation of the certificated employees shall be that the attitudes, abilities, and methods of performance of the employees contribute to the improvement of instruction and total betterment of the school system. The purpose of the evaluation procedure is:

1. To furnish a means of regular observation of the total school program as it continues to develop toward proposed goals.
2. To provide a systematic analysis of the performance of personnel within their assigned area of responsibility as outlined in their job description.
3. To give opportunity for an objective assessment of these personnel as to their strength and/or weakness, of attitudes, abilities, and performance in the academic, professional, interpersonal relationships and extracurricular realms of endeavor.
4. To encourage the individual dedication of each staff member toward the betterment of self and the school environment.
5. To promote a positive attitude toward evaluation by both the designated supervisor and the certificated employee.

- B.** The Board shall maintain and annually review, following consultation or involvement by representatives selected by local teachers, a written policy of evaluation for all teachers. The procedure for evaluating shall be a negotiable item. The evaluation procedure shall:
1. Be the Tulsa Teacher and Leader Effectiveness Model (TLE)
 2. Be prescribed in writing at the time of adoption and at all times when amendments thereto shall be adopted. The original procedure and all amendments to the procedure shall be promptly made available to all teachers.
 3. Provide that all evaluations be made in writing and that evaluation documents and responses thereto are maintained in a personnel file for each teacher.
 4. Any areas marked “needs improvement” or “ineffective” will be re-evaluated within a maximum of sixty (60) calendar days from the original evaluation.
 5. Every probationary teacher shall receive formative feedback from the evaluation process at least two times per year, once during the fall semester prior to December 1st, and once during the spring semester prior to April 1st.
 6. Every teacher shall be evaluated once every year prior to April 1st.
 7. Provide that Achievement Test Scores should not be the sole reason for a plan of improvement except as otherwise required by law.
 8. Mandate that evaluators must schedule a meeting with those who are to be evaluated prior to the evaluation. The meeting will review the observation instrument and evaluation form.
- C.** Teacher evaluation takes place throughout the school year. Formal and informal evaluations are conducted as a continuous process. Teachers will be notified one day prior to the first formal observation. The following observations are to be unannounced.
- D.** Evaluation reports will be completed on an approved evaluation form and be followed by a conference between evaluator and the staff member. The form will be signed by both evaluator and staff member. If the evaluator recommends a plan for improvement, a plan 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 plan of improvement shall be completed within two (2) months.
- E.** The procedures, criteria, instruments and process of evaluation will be subject to continuous review and appraisal by the Board. Copies of all amendments and changes will

be provided to staff members. All evaluation marks shall be based on known facts or actions personally observed by the evaluator.

F. If the employee's daily performance is less than effective in a designated area, the evaluator will conference with the employee to discuss this expectation. This will give the employee time to improve in this area before a written evaluation is made.

Evaluators must insure that those who are to be evaluated have been familiarized with the observation instrument, evaluation form, and all associated procedures prior to, and in a timely manner before an observation is commenced.

G. Whenever a principal believes that it is necessary to admonish a teacher for a reason he/she believes may lead to the teacher's dismissal or non reemployment, the principal shall:

1. Bring the matter to the attention of the teacher in writing and make a reasonable effort to assist the teacher to correct whatever appears to be the cause for potential dismissal or non reemployment; and
2. Allow a reasonable time for improvement, which time shall not exceed two (2) months. The nature and gravity of the teacher's conduct shall be considered in determining what length of time would be reasonable. If the teacher does not correct the cause for potential dismissal or non reemployment, within a reasonable length of time, the principal shall make a recommendation to the superintendent for the termination of the teacher.

Article 18 – Teacher's Response to Evaluation

A. No evaluative material or statements will be placed in a teacher's personnel file without that teacher receiving a true copy on the date of inclusion. Such material shall be signed by the administrator and teacher on the date of inclusion. The signature of the teacher signifies only that the teacher has received a true copy of the material. The teacher shall be allowed to file a rebuttal within ten (10) working days, which shall be attached to the original item.

B. Whenever any evaluation is made of a teacher, a true copy of the evaluation shall be presented to the teacher. The teacher shall acknowledge the written evaluation by his/her signature thereon. Within two (2) weeks after the evaluation, the teacher may respond and said response shall be a part of the record. Except by order of a court of competent jurisdiction, evaluation documents and the responses thereto shall be available only to the evaluated teacher, the Board, the administrative staff making the evaluation, the Board and administrative staff of any school to which such teacher applies for employment, the hearing panel described herein and such other persons as are specified by the teacher in writing.

Article 19 – Grievance Procedure

A. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems relating to the administration of the Agreement. The parties agree that these proceedings will be kept confidential and consistent with the ultimate goal of resolving the grievance at each step of the procedure.

B. Definitions:

1. A “grievance” is a claim by a teacher / or teachers of a violation of this Agreement.
2. A “grievant” is a teacher making the claim. The Association may act as a grievant when: a) more than one teacher has the same grievance at the same time or b) there is an alleged grievance over “Association Privileges” herein.
3. “Days” shall mean working days. Working days shall not include professional, preparation, staff development, or holidays.
4. The Agreement shall include the Procedural Agreement and all negotiated items.

C. Time Limits: The time limits stated herein are to be considered as the maximum number of days allowed for each step. Time limits shall not be extended or modified except by written agreement of both parties. Failure of the district to adhere to the time limits shall allow the grievant to proceed to the next step. Failure of the grievant to adhere to the time limits shall cause the grievance to be void.

D. Representation: On each step the grievant may be represented by himself/herself or at his/her option, by a representative of the Association.

E. Procedure:

1. **INFORMAL PROCEDURE:** Before a formal grievance is filed, a grievant shall meet with the building principal or other administrator in charge and attempt to resolve the problem. Compulsory consideration of grievances at the lowest possible level expedites the possibility of an immediate and satisfactory resolution. No written record of a grievance shall be kept if it does not go beyond the informal process.
2. **FORMAL PROCEDURE (STEP ONE):** If the grievance is not resolved in the informal process, the grievant must present the grievance in writing within five (5) working days to the building principal or other administrator in charge who will arrange a meeting within five (5) working days. The grievant, the Association representative, and the principal shall be present for the meeting. The building principal shall communicate his/her decision in writing, together with the supporting reasons, within five (5) working

days of the completion of the meeting. If the grievant fails to act or respond, the grievance will be dropped. If the principal fails to act or respond, the grievant may proceed to the next level.

3. FORMAL PROCEDURE (STEP TWO): If the grievance is not satisfactorily resolved in Step One, the grievant shall submit, in writing within five (5) working days, to the Superintendent, a request to schedule a meeting within ten (10) working days. The grievant, the Association representative, the Superintendent or the Superintendent's designee, and the building principal shall be present for the meeting. Each party shall have the right to include in its representation appropriate witnesses to develop facts pertinent to the grievance. The Superintendent must provide the grievant with a written answer on the grievance within five (5) working days.
4. FORMAL PROCEDURE (STEP THREE) If the grievance is not satisfactorily resolved in Step Two, the grievant shall submit in writing, within five (5) working days, to the Board a request to schedule a hearing. The aggrieved or his/her representative shall have the opportunity to be heard by the Board within twenty (20) working days or the next scheduled Board meeting. The Board shall communicate its decision in writing together with supporting reasons within ten (10) working days after the hearing date.

F. Grievance File: All documents, communications, and/or records shall be kept on file in the Personnel Office. Copies shall be made available only to the grievant upon request in writing. No reprisals of any kind will be taken by the Board, the school administration, or the grievant against any participant in the grievance procedure.

G. Any claim or complaint not covered by the Agreement shall follow the same procedures as that set up for handling complaints as specified in Board policy.

Article 20 – Reduction of Professional Staff

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

II. General:

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

III. Criteria for Non-reemployment of Teachers in Affected Positions

Once a determination has been made as to which positions should be eliminated then the primary basis will be used in determining which teachers to retain in the affected position(s) will be the composite evaluation rating of the teachers holding such positions as measured by the District’s Teacher and Leader Effectiveness Evaluation System (TLE) for each year in which the TLE has been in effect. If the composite ratings of the teachers in the affected positions are identical then the following, in this order, shall control:

- a. Seniority in the District
- b. The number of certifications held.
- c. Total years of teaching experience.
- d. A lot drawing made by the Superintendent of Schools in the presence of an authorized representative of the Harrah Association of Classroom Teachers.

IV. “Bumping” Rights

1. Only those teachers who have an average three year ranking that falls at the effective rating of 2.80 or above will be given bumping rights. If three years of rankings are not available, the district will use an average of available years. In order to bump, a teacher must be certified in the position they seek to move into and must meet all state and federal requirements necessary to hold that position.
2. In the event a teacher eliminated through RIF is certified to hold a position other than the one being eliminated, said teacher may bump another teacher in that position, as long as the teacher has seniority over that person and has an average composite ranking score that is greater than the other teacher as measured by the District’s Teacher and Leader Effectiveness Evaluation System (TLE).
3. If the composite ratings of the teachers in the affected positions are identical then the following, **in this order**, shall control the bumping:
 - a. Seniority in the District (as stated above).
 - b. The number of certifications held.
 - c. Total years of teaching experience.
 - d. A lot drawing made by the Superintendent of Schools in the presence of an authorized representative of the Harrah Association of Classroom Teachers.

V. Procedures For Reduction in Force

1. Action by Superintendent. The superintendent, upon receipt of the board’s preliminary determination of the necessity for a reduction in force, or upon the superintendent’s own decision, shall submit to the board the superintendent’s written recommendations for eliminating particular teaching positions. In making recommendations, the superintendent (a) shall not be limited to considering only positions in the areas or programs designated by the board and (b) shall consult with the deputy superintendent, if any, and each relevant principal and administrator in whose school or unit a position elimination is proposed and (c) shall take into consideration the criteria set out herein.
2. Action by Board. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent’s recommendation, the board may initiate action without such recommendation provided that it adheres to the other provisions of this Reduction in Force Agreement.
3. Notice and Hearing Procedures. Prior to taking any action to non-reemploy a teacher due to reduction in force, whether acting on a recommendation of the superintendent or on its own decision, the board shall provide written notice and an opportunity for hearing to the affected teacher; provided however, because the law does not provide non renewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with

notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures for teachers other than temporary teachers shall be the same as those provided by Oklahoma law regarding non-reemployment of teachers. Notice of a recommendation of non-reemployment shall be given to the teacher prior to the applicable deadline set by law.

4. Board Hearing. At the board hearing, evidence may be presented by the administration and the teacher, as to (a) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the District and (b) whether the recommendation to not renew the specific teacher is being made in good faith under this Reduction in Force Agreement.

5. Effect of Board Decision. The decision of the board based on the evidence presented at the hearing shall be final and non-appealable.

VI. Re-employment or Other Employment After Reduction in Force

1. Recall. For one school year after the effective date of non-reemployment due to a reduction in force, the board of education shall not fill positions eliminated through reduction in force without first offering such positions to the non-reemployed and eligible teachers. In order to be an "eligible teacher" for recall, the teacher, at the time of the reduction in force, must have had an overall composite evaluation rating, for the time period used, of at least 2.80 on a scale of 5.00 and be certified and qualified to teach in the open position. Recall shall be in the reverse order of the reduction in force. In the event one or more teachers eligible for recall are equal in all criteria used in the reduction procedure, the superintendent/superintendent designee shall have authority to select the teacher believed to best fit the needs of the district.
2. Recall Procedures. The offer of reemployment shall be made personally and by certified mail, return receipt requested, and the teacher shall be notified in such notice that if the teacher wishes to accept, the teacher must do so in writing within five (5) calendar days of his receipt of notice. It is the responsibility of the teacher to keep full, accurate and current mail addresses/phone numbers up-to-date with the Personnel Office of the District. Failure to receive acceptance within five (5) calendar days or rejection of the offer of reemployment eliminates all reemployment rights of the teacher.
3. Status After Recall. A career teacher who has been non-reemployed and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed but is then reemployed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

Article 21 – Posting of Vacancies

- A.** Notices of vacancies shall be posted at the Superintendent’s office for at least five (5) consecutive working days during the school term and three (3) consecutive working days between school terms prior to the closing of applications.
- B.** Certified staff members interested in vacancies occurring during the summer may leave a self-addressed stamped envelope with the Superintendent, specifying the area (s) and level (s) of interest. The three (3) consecutive days will begin on the day following the postmark of any letters sent to interested parties. The Association president shall be notified of vacancies and/or additional positions for licensed/certified teachers.

Article 22 – Transfer of Personnel

- A.** Teachers desiring a transfer within the school district shall file a written request for transfer with the supervisor and/or building principal (s) involved and the Superintendent. A statement of reasons for the request for transfer shall be submitted with the request.
- B.** When filling a vacancy, preference should be given to district needs and to qualified personnel within the school system (if professional qualifications and human relations of such personnel are essentially equal to those of other applicants). Experience within and outside the system, training, certification, and ability based on evaluation shall be considered in making transfers.
- C.** In the event that more than one (1) teacher within the district requests a transfer to the same position, granting of the transfer shall be accomplished using the criteria listed above. If more than one (1) teacher share equal qualifications, seniority within the system shall be considered. It shall be the responsibility of the building principal or supervisor where the “requesting” teacher taught the previous year to advise the teacher as to the final disposition of the request. This shall be done through a personal conference or contact with said teacher.
- D.** When an involuntary transfer has been made by the administration or Board, the responsible administrator (s) will notify the teacher by telephone as soon as possible, within three (3) working days from the date, to arrange a conference with the responsible administrator (s). Should the teacher be unavailable for conference, the transfer shall be effected and the conference shall be held at the earliest possible date. Should the responsible administrator (s) be unavailable for conference, the Superintendent or designee shall act on his/her behalf.
- E.** A transfer shall be defined as a move from a current assignment within a level to another assignment at a different level within the school district (i.e., from elementary to middle school, middle school to high school, etc.). Changes of duties within a level are a “reassignment” and will be affected by the responsible administrator (s) in a professional manner.

Article 23 – Allied Activities Assignments

- A.** As long as volunteers are available and in sufficient supply, organizational assignments will be voluntary; with the exception of class sponsorships (i.e., freshman, sophomore, junior, senior). A description of duties and a time schedule for each assignment, including class sponsorships, will be provided to ensure that the teacher(s) understand the assignment. The description shall be developed with input from the teachers involved with necessary revisions as needs arise.

- B.** Exclusions to this agreement are assignments relating to athletic coaching, vocational organizations, and teacher duties (i.e., hall duty, parking duty, ticket taking, etc...).

Article 24 – Preparation Time

The Board shall provide preparation time to all certified teachers assigned to Full Time Equivalency (FTE) classroom instruction, in accordance with State Department of Education regulations.

A minimum of 225 minutes of scheduled time shall be provided each week for each classroom teacher for individual planning and/or preparation and consultation during the instructional day.

A minimum of 200 minutes of scheduled time shall be provided each week for each elementary and middle school classroom teacher for individual planning and/or preparation and consultation. The district will strive to provide as much of the required preparation and consultation time as possible during the instructional day.

Teachers shall be given the opportunity to provide input to the building principal as each site prior to the beginning of school.

Article 25 – Lunch Duty Plan

- A.** The Board is bound by law to provide proper and adequate supervision for all students throughout the school day.

- B.** It shall be the duty of the building principal or his/her designee to assign duty teachers to assure such. When scheduling duty assignments for lunch period (s), the principal shall so schedule as to assure each duty teacher at least a twenty (20) consecutive minute lunch period; this time shall not be inclusive of class preparation time.

Article 26 – Suspension of Teaching Personnel

- A.** A teacher may be suspended from his/her position by order of the Board or the Superintendent when there appears to be evidence to justify an investigation of his/her fitness to continued employment.
- B.** Any teacher who is considered for suspension will be afforded all due process of law.
- C.** The teacher will not suffer loss of salary during the time of suspension.

Article 27 – Staff Dress Code

Students are greatly affected by the character, attitude, and manner of their teachers. Therefore, it is important that classroom teachers be attired professionally, appropriately, and suitable while on duty. In determining appropriate and suitable attire, principals will consider the teaching assignment, classroom activities, teaching styles, weather, the teacher's physical needs, and economic and social environment. Principals shall administer attire expectations in a reasonable and consistent manner.

COMPENSATION

Article 28 – Teachers' Salaries

- A.** All teachers will be paid in accordance with the provision of a uniform single salary schedule adopted by the Board. For the 2018-19 contract year, each teacher will be paid in accordance with the minimum salary schedule as set forth in H.B. 1023XX. Each teacher who qualifies will receive the appropriate step and/or lane increase based on their years of experience and degree and college hours. Each full time certified staff member with more than 30 years of qualified teaching experience shall receive a one-time longevity stipend of \$432.00 for the 2018-19 contract year.

It is agreed by the Board and the Association that this one-time longevity stipend paid during the 2018-19 school year is not to be considered in the definition of "salary level" or "benefits" in determining such teacher's salary level or benefits under any statute of the State of Oklahoma or under the Collective Bargaining Agreement or any amendments to the Agreement.

This one-time stipend will be paid to eligible personnel during the month of December 2018.

- B.** Pay checks will be issued on or before the twenty-fifth (25th) day of each month beginning in September. Each teacher will receive an itemized breakdown of his/her contract.

Article 29 – Retirement Benefit

- A. The district shall pay one-hundred percent (100%) of the Oklahoma Teacher Retirement contribution for each certified employee and deposit this money into the Oklahoma Teacher Retirement System (OTRS) as prescribed by state law.
- B. The district shall pay to the OTRS Fund an additional contribution as prescribed by state law.

Article 30 – Severance Benefit

- A. Upon retirement of a certified employee from the district, said employee shall be paid within thirty (30) days for his/her unused sick leave earned at Harrah Public Schools. Certified personnel may hold sick leave above one hundred twenty (120) days for the purpose of sell-back to the district. Sell-back shall be at twenty dollars (\$20) per day, for days earned in this district. Retiring employees with less than one hundred twenty (120) days of sick leave and 15 years of district service shall sell-back their accumulated days at the rate of twenty dollars (\$20) per day.

Days of excess sick leave shall be those that are available to the certified teacher on the last day of June annually. In order to qualify for this program, the employee must have been employed in this district the preceding year.

- B. A certified employee cannot, upon retirement, sell sick leave days and also have them count toward the one hundred twenty (120) days of sick leave for retirement purposes.
- C. Upon retirement, each certified employee shall have the option of continuing membership in the group health insurance plan as provided by state law.

Article 31 – State Flexible Benefit Allowance

- A. Certified Personnel who choose to participate in Major Medical Health Insurance Coverage purchased through the District sponsored Cafeteria Plan.**

For the 2018-19 school year, each full-time certified employee who purchases major medical health coverage sponsored through the school district cafeteria plan shall receive the Flexible Benefit Allowance (FBA) as provided by the State of Oklahoma. The District will apply the FBA toward the total premium cost of the District's health plan. Any excess FBA allowance over the cost of the major medical coverage purchased by the employee

may be used to purchase additional benefits or may be taken as taxable compensation as provided for by state law. Part-time teachers shall receive payments as provided for by state law.

B. Certified Personnel who choose not to participate in Major Medical Health Insurance Coverage offered through the District sponsored Cafeteria Plan.

For the 2018-19 school year, full-time certified personnel who choose not to participate in the school sponsored major medical plan shall receive sixty-nine dollars and seventy-one cents (\$69.71) per month as taxable compensation, paid by the State of Oklahoma, in-lieu-of the flexible benefit allowance provided for in Part A above. Part-time teachers shall receive benefits as provided for by state law.

No certified employee shall receive any Flexible Benefit Allowance payment greater or less than provided for by state law.

Article 32 – Plan Time Pay

A. A certified staff member asked to forego his planning period to alleviate an emergency staffing situation to teach a class on a regular, continuing basis shall be paid three thousand dollars (\$3,000). If the assignment is less than a full year, the amount will be prorated accordingly.

B. A certified staff member required to miss a plan time shall be paid fifteen dollars (\$15). The staff member shall submit a claim to the building principal within thirty (30) days. Claim forms shall be provided to the staff member by the building principal or his/her designee each time a teacher is required to miss a plan time. Payment will not be made when the staff member voluntarily trades or misses a plan time for personal reasons.

C. No plan time pay will be allowed in the event of a State Department of Education or any school-wide achievement testing program or any state required program, presentation, or staff development activity in which teachers attend during scheduled plan time.

D. Plan time will be the time at each site structured for teachers to use for planning purposes without student supervision. At the beginning of the year, the principal will provide each teacher with a copy of the time schedule.

Article 33 – Travel Pay

Certified teachers, whose regular daily assignments require travel from one school to another when no district transportation is provided shall be reimbursed as per the following formula:

Number of days times number of miles times current IRS rate

Teachers receiving activity/athletic increments shall be excluded from this reimbursement. Daily travel (one trip) will be paid upon requisition. Extra trips will require the approval of the school administrator. Payment will be made on an annual basis.

Article 34 – Counseling Increment

Counselors employed by the district shall receive the following increment for work performed beyond their normal annual contract:

Base salary divided by the number of days in the contract year times the number of extra days worked.

The number of extra work days will be determined by the building principal, based upon need. (Such “need” shall be determined via consultation with the staff.)

Article 35 – Payroll Deductions

A. Payroll deductions will be limited. A group of ten (10) or more employees must participate in a given company program to be eligible for a payroll deduction, unless unusual circumstances are approved by the Board. These deductions shall be exclusive of:

1. Health/Dental Premiums
2. Annuity Contributions
3. Professional Dues (OEA/NEA)
4. Retirement Contributions

B. Employees that are affected by this policy change shall be notified in writing by personnel from the central office.

Article 36 – Continuing Education

A. The district will assist the certified teacher in the reimbursement amount of twenty-five dollars, (\$25) per semester hour for graduate credit earned toward an advanced degree. An approved course of study in the teacher’s area of certification shall be filed with the Superintendent and the building principal.

B. At enrollment or prior to attendance, employees desiring reimbursement of tuition expenses must file a letter of intent to attend graduate school, specifying the semester to be attended and the expected reimbursement. Upon satisfactory completion of study, and upon receipt of a certified transcript, reimbursement will be made within forty-five (45) days of verification of transcript.

C. Employees who agree to attend workshops/training sessions outside their contract year shall be reimbursed for expenses that are officially pre approved in writing by the District. If stipends are awarded for such workshops/training sessions, they shall be paid on a timely basis following verification of attendance.

Article 37 – Additional Duty Assignments

A. Duty assignments are the administrative responsibility of the building principal. Teachers at each site shall have the opportunity to provide input regarding duty assignments. The principal shall strive to develop an equitable duty schedule.