# 2020-2021 Negotiated Agreement between Independent School District, No. 14 of Tulsa County, Oklahoma and the Liberty Classroom Teacher Association

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## ARTICLE 1: PROCEDURAL AGREEMENT

- 1. PURPOSE
  - a. The Board of Education of Liberty Public Schools and the Liberty Classroom Teacher Association (LCTA) recognize the need for an orderly process of communication for administering employer/employee relations which conform to Oklahoma Statues 70 O.S. Section 509.1 through 509.10.

#### 2. RECOGNITION

- a. This agreement is made and entered into by and between the Liberty Classroom Teacher Association, hereinafter termed the "Association" and the Board of Education of Liberty Public Schools, hereinafter termed the "Board."
- b. The Board hereby recognizes the Association as the exclusive negotiation representative for the bargaining unit consisting of all employees who are required by position in which they are employed to be licensed or certified as a teacher, and who do not hold supervisory authority with respect to other teachers of the Liberty Public Schools. Any person who desires not to be represented by the Association may so state in writing to the Board.

#### 3. DEFINITIONS

- a. <u>Association</u> means LCTA, which is the exclusive bargaining agent for the bargaining unit.
- b. <u>Board</u> means the governing Board of Education of the School District of Liberty.
- c. <u>Days</u> means calendar days except when otherwise indicated in the agreement.
- d. <u>District</u> means the employer known as the Independent School District, No. 14 of Tulsa County, Oklahoma or Liberty School District.
- e. <u>Employee</u> means a person who is a member of the bargaining unit as defined under Article 1.2.b.
- f. Employer means the same as District.
- g. <u>Immediate Supervisor</u> means the supervisor to whom the employee directly reports
- 4. SCOPE OF BARGAINING
  - a. The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits, and other terms and conditions of employment.
  - b. The Board retains and reserves unto itself, without limitations, all powers, rights, and authority conferred upon and vested in it by State and Federal Law, including the right to make policy, rules, and regulations which are not inconsistent with the Negotiated Agreement.
  - c. There shall be no negotiations on inherent managerial responsibilities including but not limited to the functions and programs of the District, the establishment of the District's budget, the organizational structure of the schools, and the selection of personnel.

#### 5. NEGOTIATIONS PROCEDURES

a. Negotiation Teams

The Board and the Association shall each exchange in writing, at the first negotiations session, the names of not more than three (3) persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this agreement. Each party shall also designate the person on its team who will serve as the spokesperson. Neither party shall attempt to exert influence over the other party's selection of representatives.

- b. Opening Negotiations
  - i. Between May 1<sup>st</sup> and May 31<sup>st</sup> of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, if it desires there to be negotiations for that year. If no such request is made during the time period above, negotiations will not take place for the ensuing year.
  - ii. The first negotiations session shall occur on a mutually agreeable date not more than thirty (30) days from the date of the written request to open negotiations.
- c. Negotiation Sessions
  - i. The Association and the Board shall exchange written proposals at the first negotiations meeting. Subsequent proposals may only be submitted upon mutual agreement of both parties.
  - ii. Only members of the respective negotiation teams may be present during negotiation sessions. Other parties may be permitted to be present only by mutual agreement of the parties.
  - iii. No recordings or official transcripts shall be made without mutual agreement of the parties.
  - iv. Negotiations will only be conducted between the representatives of the parties and only in regular negotiations sessions at the times, dates, and places mutually agreed upon by the parties. The time, date, place, and agenda of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiation session.
  - v. Negotiation sessions shall be scheduled at a time which will not interfere with the teacher workday and the educational programs of the district.

#### 6. TENTATIVE AGREEMENT

a. Both parties agree that it is their mutual responsibilities to empower their respective representatives with the necessary authority to make proposals, to consider proposals, counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.

- b. The representatives of the parties will only be delegates with authority to reach tentative agreements. Tentative agreements on any proposal shall be marked "tentative agreement" and shall be written, dated, and signed by the chairperson of each term. When final total tentative agreement is reached, the proposal agreement shall be first submitted to the Association for ratification. After ratification by a majority of the Association members, the agreement shall be presented to the Board.
- c. Releases to the news media pertaining to negotiations must be by mutual agreement.
- d. Upon reasonable request, the parties shall provide each other with available public information regarding negotiations.
- e. Each party shall take its own minutes.
- 7. IMPASSE
  - a. If negotiations are not successfully concluded by the first day of school, an impasse shall exist. At any earlier time, following the initial negotiation session, either party may declare an impasse, or by mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school.
  - b. Within two (2) days of such declarations, the parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.
  - c. If the mediation process has been utilized and has failed to bring about agreement of all items, or if the mediation process was not utilized, the unresolved items shall be submitted to fact finding as follows:
    - i. A fact-finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the Association, and one (1) member shall be selected by the Board. The third member shall be selected by the first two (2) members as follows:
      - 1. The parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a list of potential fact finders from the State Superintendent.
      - 2. 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.
      - 3. The parties will then continue alternately striking names from the list until only one name remains.
      - 4. The person whose name remains on the list will serve as the chairperson of the fact-finding committee.
    - ii. The committee shall meet with the Board's and the Association's negotiation representatives for the purpose of fact-finding.

- iii. Within five (5) days after the selection of a chairperson, the representatives of the parties shall meet to exchange written language on each item of 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.
- iv. The cost for the services of the fact-finding committee, including per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner:
  - 1. The Board shall assume the expenses of the representative selected by the Board.
  - 2. The Association shall assume the expenses of the representative selected by the Association.
  - 3. The expenses of the third member shall be shared equally by the Board and the Association.
- v. The fact-finding committee shall have authority to establish procedural rules, conduct investigations and hold hearings during which each party shall be given an opportunity to present its case with supporting evidence.
- vi. All hearings by the fact-finding committee shall be conducted in closed sessions.
- vii. The chairperson shall convene the committee for fact-finding. The committee shall meet with the representatives of both parties and, within twenty (20) days after the fact-finding meeting, shall present its written recommendation to the Board and the Association. The report shall set forth findings of fact and recommendations on the issues submitted.
- viii. 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; provided, after fourteen (14) days after the exchange of written statements, as provided for by this section, either party may discontinue such effort.
  - ix. The Board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and upon ratification

such agreement shall also be forwarded to the State Superintendent. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent in writing its final disposition of the negotiation's impasse process within thirty (30) days of the effect date of implementation.

#### d. NO STRIKE CLAUSE

- i. The procedure provided for herein for resolving impasse shall be the exclusive recourse of the Association. It shall be illegal and a violation of this agreement for the Association or the members of the Bargaining Unit to strike or threaten to strike as a means of resolving differences with the Board.
- ii. It shall also be a violation of this agreement for the Association or the members of the Bargaining Unit to strike for any reason during the term of a contract negotiated in accordance with the provisions of this agreement.

#### e. SAVINGS CLAUSE

i. If any provision of this agreement shall be found contrary to law, it shall be severed from the agreement, and all other provisions or application of the agreement shall continue on full force and effort.

#### f. DURATION OF AGREEMENT

- i. This agreement shall continue in effect for successive fiscal year periods unless notice is given in writing, between January 1<sup>st</sup> and January 31<sup>st</sup> of any year, by either party that the party desires to modify, amend, or terminate this agreement. Once such notice is given, negotiations related to changes in this agreement shall commence on a mutually agreeable date within thirty (30) days of such notice.
- ii. In the event that the Association disbands or otherwise ceases to be the recognized bargaining agent, this agreement shall be null and void on that date of such disbanding, cessation or representation.
- iii. Procedural Agreement is to be replaced by the Procedural Agreement jointly drafted by the District and the Association.

## **ARTICLE 2: GRIEVANCE PROCEDURE**

#### 1. PURPOSE

a. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a claim of contract violation by the grievant. Alleged violations of Board policy or administrative actions are not covered by this grievance procedure; teachers may utilize the complaint procedure and related forms as established and provided by Board Policy for alleged violations in these areas.

#### 2. DEFINITIONS

- a. <u>Grievance</u> is a claim by a teacher, teachers, or Association that there has been a violation to the contract or school policy.
- b. <u>Grievant</u> is the teacher, teachers, or Association making the claim.

#### 3. PROCEDURE

- a. Level 1 Principal
  - i. The teacher with the grievance shall first discuss the grievance, individually, with the Principal within ten (10) days of knowledge of the alleged violation, citing the article and section alleged to have been violated with the objective of resolving the grievance informally.
  - ii. No written record will be made.
- b. Level II Principal
  - i. The grievant shall submit a written grievance to the Principal within five(5) days of the informal discussion, citing the article and section alleged to have been violated, and the specific remedies sought.
    - 1. The Principal shall schedule and hold a formal meeting with the grievant within (5) days after receipt of the written grievance.
    - 2. The Principal shall transmit a written decision to the grievant within five (5) days of said meeting.
- c. Level III Superintendent
  - i. The grievant may submit a written appeal of the Level II decision to the Superintendent within five (5) days after receipt of the Level II decision.
    - The Superintendent shall schedule and hold a hearing within five
      (5) days after the receipt of the appeal.
    - 2. The Superintendent shall transmit a written decision to the grievant within five (5) days of the hearing.
- d. Level IV Board of Education
  - i. The grievant may submit a written appeal of the Level III decision to the Board within five (5) days after receipt of the Level III decision.
    - 1. The Board shall conduct a hearing at the next regularly scheduled Board meeting or at a special meeting, which has been called for that purpose. In all cases, the hearing shall occur within thirty (30) days of the Board's receipt of the written appeal.
    - The Board shall transmit a written decision to the grievant within five (5) days of the closing of the hearing. The decision of the Board shall be final.

#### 4. GENERAL PROVISIONS

a. The grievant and the administration may each be represented by a person of their own choosing at Levels II, III, and IV of the procedure.

- b. The grievant shall have sole responsibility for presenting and pursuing the grievance through all levels and within the time limit specified in these procedures.
- c. Failure at any step of this procedure to appeal to the next level within the specified time limits shall be deemed acceptance of the decision at that level.
- d. Failure to communicate the decision at any level of this procedure within the specified time limit shall permit the grievant to proceed to the next level.
- e. Copies of the official grievance shall not be placed in the personnel file of the grievant.
- f. Time limits at any level may be extended by mutual agreement, and such agreement shall be reduced to writing and placed in the record for that grievance.
- g. All written decisions shall set forth reasons supporting such decisions.
- h. Neither party shall be permitted to insert in the Board proceeding at Level IV any evidence, which was not submitted to the other party before the completion of the Level III hearing.

## **ARTICLE 3: ASSOCIATION RIGHTS**

- 1. BOARD MINUTES
  - a. School Board minutes will be made available to the Association (LCTA President) within five (5) days after each School Board meeting.
  - b. Ten (10) days per year shall be granted to the Association for educational activism such as lobbying, Association meetings, and other events that cannot be accomplished after school hours. There will be a three (3) day per teacher limit; the Association will pay the substitute; advance notice of at least seven (7) days will be given by the Association of the person(s) requesting leave and the reason(s) for the leave; and the Superintendent shall approve or disapprove any request for leave pursuant to this provision.
  - c. The Superintendent may disapprove a request for leave if, in his/her judgment, the absence of the teacher or teachers would not be in the best interest of the school district. A written explanation must accompany any decision denying a leave request submitted by the Association.
  - d. The LCTA President will have access to board packet contents.
  - e. The association may use school email and common areas to distribute association information and materials.
- 2. BOARD POLICY
  - a. The Board, through its designee(s), will solicit input from teachers through the LCTA on proposed Board Policies.

## **ARTICLE 4: LENGTH OF WORK DAYS & ADJUNCT DUTIES**

#### WORKDAY

- a. Teacher workday will be eight (8) hours and forty-five (45) minutes. Liberty uses a four (4) days a week school schedule, Tuesday through Friday.
- b. Teachers may be required to work beyond the normal workday to tend to professional responsibilities relating to the proper functioning of the school.
   Professional responsibilities are defined as, but not limited to: Parent-Teacher Conferences, Back to School Night, Open House, Fall Carnival, IEP/504 Meetings, and Faculty Meetings.

## ARTICLE 5: PLANNING PERIOD & ASSIGNED SUBSTITUTE PAY

- 1. Teachers shall receive a plan time.
  - a. Elementary teachers will receive 50 minutes per day.
  - b. Junior high and high school teachers will receive one (1) period per day.
- 2. When a teacher is assigned to supervise another teacher's class during his/her planning period, that teacher shall be paid \$10.00 per hour for that duty.
- 3. When a teacher at the elementary level is assigned additional students due to the absence of another teacher, that teacher will receive compensation at the rate of five dollars (\$5.00) per hour for coverage time.

## ARTICLE 6: CHAIN-OF-COMMAND

The Superintendent shall set up a chain-of-command in case all Administrators are gone at the same time. This will be done at the district and building levels.

## **ARTICLE 7: DRESS CODE**

Staff members should dress in a professional manner appropriate to their individual job activities. When jeans are worn, they should be clean without rips, tears, or holes. The faculty can wear jeans every day of the work week, except on Parent-Teacher Conferences, Open House, or other events deemed professional events by administration.

## **ARTICLE 8: STUDENT & TEACHER HANDBOOKS**

- 1. All teachers will be given the opportunity to be a part of the handbook committee. Members of the committee can make recommendations for changes to the student or staff handbook.
- 2. Committees will be convened by April 15<sup>th</sup> of each year for the following school year.

## **ARTICLE 9: HEALTH & SAFETY**

Teachers shall report, by email, any safety concerns to the principal. These concerns will be forwarded to the safety committee.

## **ARTICLE 10: INTERNAL HIRING**

- 1. The District will notify teachers and staff of vacancies through school email.
- 2. The vacancy will be posted a minimum of three (3) days before it may be filled.

## **ARTICLE 11: FACULTY MEETINGS**

Principals will provide teachers forty-eight (48) hours advanced notification of faculty meetings whenever possible.

#### **ARTICLE 12: MOVING**

The District currently provides physical help with classroom moving. The District gives as much advanced notice as possible considering classroom availability and need to make staff arrangement as enrollment changes.

#### **ARTICLE 13: PAID DUTIES**

- 1. Each teacher will receive a duty-free lunch of at least twenty (20) minutes per day.
- 2. Sponsors
  - a. Class sponsors will be paid according to the following schedule:
    - i. Freshman, two (1) sponsors seventy-five (\$75.00)
    - ii. Sophomore, two (1) sponsors seventy-five (\$75.00)
    - iii. Junior, two (2) sponsors two hundred and fifty dollars (\$250.00)
    - iv. Senior, three (3) sponsors- two hundred and fifty dollars (\$250.00)

#### 3. GATE DUTY & CONCESSION DUTY

- a. Volunteers and assignments for extra duties and sponsorships will come from the building in which the activity originates, if possible. If there are no volunteers, then assignments will be made on a fair and impartial basis by the Superintendent, or his designee.
- b. Teachers will be paid thirty dollars (\$30.00) for gate duty (2 games), plus five dollars (\$5.00) for each additional game.
- c. Two (2) concession workers for middle and high school games will be paid forty dollars (\$40.00) per night (2 games) plus five dollars (\$5.00) for each additional game.
- d. Score clock operator will be paid twenty-five (\$25.00) per night.

## **ARTICLE 14: TECHNOLOGY**

A teacher shall not be disciplined or reprimanded due to technology problems that cause a failure to perform their job provided they have made every effort to do what was required including, but not limited to, reporting the problems immediately and using computers in other locations.

## **ARTICLE 15: LEAVES**

- 1. Sick Leave
  - a. Certified employees are entitled to ten (10) days of paid leave for personal illness, accidental injury or pregnancy, or illness or accidental injury in the immediate family.
- 2. Certified personnel, whether or not they qualify for FMLA leave, may use sick leave for: personal illness; to care for a child or parent with a serious health condition; for the birth of a child and to care for that child, or placement for adoption or foster care of a child; medical or dental appointments of the employee or immediate family member.
- 3. Depending on the reason for which sick leave is taken, the leave may also be designated as FMLA leave under the district's FMLA policy. Employees who are eligible under the terms of the FMLA may be granted up to a total of sixty (60) working days of <u>unpaid</u> family leave and paid accumulated sick leave, sub-deduction sick leave days, accumulated vacation, and accumulated business leave combined during any school term.
- 4. Twenty days (20) with substitute deduct
  - a. After exhausting all sick leave days, a teacher who is absent from his/her duties due to personal accident or injury, illness, pregnancy, the teacher shall receive his/her full contract salary <u>less</u> the rate paid to a substitute for a period not to exceed twenty (20) days.
  - b. Substitute deduct may occur whether or not a substitute is hired.
- 5. Accumulation of sick leave

- a. Unused sick leave will accumulate from year-to-year as long as the employee remains continuously in the service of Liberty Public Schools.
- b. Accumulated sick leave may be used when absent for reasons covered under sick leave policy.
- 6. Family and Medical Leave Act
  - a. It is the policy of the Liberty School District to comply fully with the requirements of the Family and Medical Leave Act of 1993. This Act requires that a covered employer provide up to twelve (12) work weeks of unpaid leave to eligible employees.
    - i. Eligible employees are those employees who:
      - 1. Have been employed for at least one (1) year by the Liberty School District.
      - 2. Worked at least 1,250 hours during the previous twelve (12) month period.
      - 3. Have requested appropriate leave for a reason covered by the Act.
  - b. Further FMLA leave and information may be obtained at the HR Office.
- 7. Personal Leave
  - a. Certified personnel will be granted, without loss of pay, three (3) days per year for personal leave.
  - b. The district will pay the cost of the substitute teacher and will not deduct any portion of the certified employee's salary.
- 8. Bereavement Leave
  - a. Employees will be granted up to five (5) days for bereavement in the case of a death in the immediate family upon approval.
    - i. The term immediate family is defined to mean spouse, child or stepchild, parent, grandparent, grandchild, sibling or corresponding in-laws, or relative that resides permanently in the home of the employee.
- 9. Professional Leave
  - a. If Administration reasons that an employee sponsored activity or an educational activity defined by the District requires that employee to be away from their regularly assigned duties, as an individual or with students, professional leave will be granted. Prior approval is required.
- 10. Donated Sick Leave
  - a. Employee may choose to participate in the donation of sick leave to another district employee who has exhausted his/her accumulated sick leave.
  - b. An employee covered by sick leave will be eligible for donated sick leave if he/she is suffering from extraordinary or severe illness, injury, impairment, physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.
  - c. Up to three (3) days may be donated by an employee if he/she chooses to donate.

## ARTICLE 16: SALARY

- 1. The District *utilizes the minimum salary schedule* established by the Oklahoma State Department of Education.
- 2. The District will provide a stipend for extra duties as approved by the board yearly.
- 3. Payroll Certified Staff
  - a. Payroll will be dispersed on or before the 27<sup>th</sup> day of the month with the exception of the summer payroll which will be dispersed as follows:
    - i. May payroll will occur on or before the 27<sup>th</sup> day of the month.
    - ii. June payroll will be dispersed on the last contract day.
    - iii. The July payroll will be issued after the June State Aid Payment is made (mid-June).
  - b. All payroll payments will be direct deposited for all employees.
  - c. LCTA/OEA/NEA dues will be deducted from salary.
- 4. Step Increase
  - a. All certified teachers will receive a step increase.
  - b. All teachers who are Step 25+ of the salary schedule will receive an annual longevity stipend of five-hundred dollars (\$500.00).
- 5. Employee Retention Incentive
  - a. In an effort to retain employees and recognize years of service within Liberty School District. The follow employee retention incentive payments will be made for unbroken years of service in the district:
    - i. End of 5<sup>th</sup> consecutive year of service: \$250.00
    - ii. End of 10<sup>th</sup> consecutive year of service: \$350.00
    - iii. End of 15<sup>th</sup> consecutive year of service: \$400.00
    - iv. End of 20<sup>th</sup> consecutive year of service: \$500.00
    - v. End of 25<sup>th</sup> consecutive year of service: \$500.00
    - vi. End of 30<sup>th</sup> consecutive year of service: \$500.00

## **ARTICLE 17: EVALUATION OF CERTIFIED PERSONNEL**

- 1. The teacher evaluation instrument will be reviewed annually by Administration and the LCTA.
- 2. Evaluations will be completed through the Teacher Leader Evaluation (TLE) based on the Tulsa Model as approved by the State Board of Education.
- 3. Definitions
  - a. Probationary teacher means any teacher that has completed less than four (4) consecutive, complete school years in the District under a written teaching contract.

- b. Career teacher means any teacher that has been employed by the District for four (4) or more consecutive complete school years under a written teaching contract.
- 4. All probationary teachers will be evaluated as follows:
  - a. One observation is required by the final day of the first academic quarter.
  - b. A second observation and evaluation are required by the final day of the second academic quarter.
  - c. A third observation is required in the second semester by the final day of the third quarter.
  - d. The final observation and evaluation are required during the fourth academic quarter with a suggested deadline of April 30<sup>th</sup>.
- 5. Career teachers receiving a district rating of "superior" or "highly effective" under the TLE may be evaluated every three years.
- 6. Any teacher who is assigned to more than one site will be evaluated by one (1) designated certified administrator.
- 7. Formal classroom observations shall be conducted openly with the full knowledge of the teacher for the purpose of evaluation.
- 8. Formal classroom evaluations will not be conducted the day before or after breaks, on a field trip day, or on a scheduled classroom holiday party day.
- 9. A copy of the evaluation will be available electronically and reviewed with each teacher at a conference to be held between the teacher and evaluating administer.
  - a. The evaluation conference shall be held within a reasonable time after the final evaluation.
  - b. Teachers shall receive at least one (1) day prior notice of the evaluation conference.
  - c. The teacher shall acknowledge the evaluation by his/her signature.
- 10. The teacher may respond to the evaluation and have the response attached to the evaluation which is placed in the personnel file. Such responses shall be submitted by the teacher within ten (10) school days of the evaluation.
- 11. Evaluation documents will be found at <u>www.oktle.com</u>.

## **ARTICLE 18: DURATION STATEMENT & SIGNATURES**

- 1. The terms and conditions of the agreement shall remain in full force and effect until the end of the fiscal year, at which time the agreement may be continued upon the mutual consent of both parties for an additional fiscal year.
- 2. In witness hereof the Association has caused this agreement to be signed by its President and Bargaining Spokesperson, and the Board has caused this agreement to be signed by the President and Superintendent or Bargaining Spokesperson, on the \_\_\_\_\_\_ of

\_\_\_\_\_, 20\_\_\_\_.

**SCHOOL DISTRICT:** 

Board President

Superintendent

ASSOCIATION:

Association President

Association Spokesperson