



AGREEMENT

between

TULSA TECHNOLOGY CENTER

SCHOOL DISTRICT NO. 18

and

**TULSA AREA VOCATIONAL-TECHNICAL
ASSOCIATION OF CLASSROOM TEACHERS**

JULY 1, 2016

Tulsa Technology Center School District No. 18 does not discriminate on the basis of race, color, national origin, gender, age, marital or veteran status, or disability.

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AGREEMENT

Between

TULSA TECHNOLOGY CENTER

and

Tulsa Area Vocational-Technical Association of Classroom Teachers

THIS IS AN AGREEMENT made and entered into on the 1st Day of July, 2016, by and between TULSA TECHNOLOGY CENTER SCHOOL DISTRICT No. 18 (herein called the "District") and TULSA AREA VOCATIONAL-TECHNICAL ASSOCIATION OF CLASSROOM TEACHERS, (herein called "Association").

WITNESSETH:

WHEREAS, the District is empowered under the laws of the state of Oklahoma, including the provisions of Title 70 O. S. Section 509.1-509.10 and all applicable laws, to strengthen methods of administering employer-employee relations through the establishment of an orderly process of communications between employees and the District; and

WHEREAS, the laws of the State of Oklahoma, including the provisions of Title 70 O.S. Section 509.6, provide that once the Association has been recognized as the sole and exclusive representative of an appropriate bargaining unit, it shall be the duty of the Board of Education of the District or its duly designated representative to meet with the duly designated representative of the Association for the purpose of completing an agreement outlining negotiations and procedures, and it is the intention of both parties to this agreement to fulfill said statutory obligations by the execution of this Agreement; and

WHEREAS, the Association has secured authorization required by law and accepted by the Board of Education of said District designating the Association as the sole and exclusive representative for the bargaining unit described in this agreement; and

WHEREAS, it is the intent of the parties, by the execution of this Agreement, to reduce their agreement to writing in order to strengthen methods of administering employer-employee relations through the establishment of an orderly process of communications between the parties, to provide a procedure for resolving impasses which may develop between the Association and the District and which procedures shall be exclusive insofar as the Association is concerned, to prohibit discrimination of any employee by the Board of Education of the District or by the Association, its officers or any member thereof because of his/her exercise or nonexercise of rights under this Agreement or the laws of the State of Oklahoma and to otherwise fulfill the duties, obligations and requirements of the laws of the State of Oklahoma pertaining thereto.

NOW THEREFORE, THE DISTRICT AND THE ASSOCIATION DO HEREBY AGREE TO THE TERMS, CONDITIONS AND ARTICLES IN THIS AGREEMENT.

ARTICLE 1 - RECOGNITION

1-1 Association

The Association shall be the sole and exclusive representative of the bargaining unit.

The bargaining unit members are:

- A. All employees in the District who are required by the position in which employed to be licensed or certified as teachers or entry year teachers and who do not hold supervisory authority with respect to other teachers in the District, with the exceptions as noted below;
- B. All other employees in the District, with the exceptions as noted below:
- C. Except for:
 - 1. Those who have formal responsibility for evaluating other employees and making written recommendations concerning the employment status of other employees in the District;

Or

- 2. Those who are routinely required to deal with confidential labor relations materials and in the normal course of their duties may obtain advance information of the District's position with regard to contract negotiations, the disposition of grievances and other labor relations matters.

District agrees to notify the Association of the positions involved in confidential labor relations annually.

1-2 Superintendent - Board Representative

The Superintendent employed by the Board of Education of the District shall represent the District in all areas embodied in this Agreement except as otherwise specifically provided herein.

1-3 Board of Education

The Board of Education retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Oklahoma and the United States.

ARTICLE 2 - NEGOTIATIONS PROCEDURES

2-1 Scope

The District and Association must negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment.

2-2 Negotiations Committees

Prior to entering into the process of negotiations, the Superintendent of the District shall submit the names of the District's negotiating committee to the Board of Education for approval and the Association shall select its negotiating committee in accordance with its Constitution and Bylaws. Each party shall designate its separate chief negotiator. The Superintendent and the President of the Association shall inform each other in writing of their respective committee members at least fifteen (15) days prior to the commencement of negotiations. If either party finds it necessary to change members of its committee, it shall so inform the other party in writing. Neither party shall endeavor to establish any control over the selection of representatives.

2-3 Initiating Negotiations

The request for negotiations shall be in writing and must be received by the opposite party prior to March 15 of the Fiscal Year prior to the Fiscal Year any changes may take effect. The written request shall be submitted by the President of the Association to the Superintendent or by the Superintendent to the President of the Association. The initial meeting shall be held within thirty (30) days of the date of

the receipt of the request or at such other time as may be mutually agreeable to both parties.

2-4 Submitting Proposals

Both parties agree to submit their package of proposals to be negotiated to the other party during the first negotiations meeting. The proposals to be negotiated shall be within the scope of negotiable items.

2-5 Negotiations Meetings – Agreements

The dates, time and places for all meeting shall be established by mutual agreement of the two chief negotiators.

Only employees of the District who are members of the Association's and District's negotiating committees shall be present in the room during negotiations unless otherwise approved by both parties prior to each meeting. A maximum of eight (8) members of each committee shall be active participants at the table. Not more than three (3) other members from each committee may be observers during the negotiations process.

Both parties shall negotiate in good faith and shall discuss and consider their respective proposals. During any phase of the negotiation process, there shall be no personal attacks made upon any negotiations team member.

When the separate committees of the District and the Association reach an agreement, that agreement shall be reduced to writing and signed by the chief negotiator of each respective committee. The committee selected by the Association shall thereafter present said written agreement to the members of the Association for ratification by secret ballot and the results thereof shall be certified by the President of the Association. The President of the Association shall then inform the Superintendent of the District in writing of the final certified results. The Superintendent shall thereafter present the written agreement to the Board of Education of the District for acceptance or rejection.

Upon ratification and after action by the Board, terms of the approved agreement shall be implemented.

2-6 Impasse

If negotiations are not successfully concluded by the first day of October, of the fiscal year to be covered by the proposals, impasse shall exist. The chief negotiators shall confirm in writing to the clerk of the Board of Education, the Superintendent and the President of the Association that the two parties are at impasse and the items causing the impasse shall be referred to a three-member fact-finding committee. This committee shall consist of:

- A. One member selected from the bargaining unit by the Association within twelve (12) days after the reaching of impasse;
- B. One member selected from Administration by the Superintendent and approved by the Board of Education within twelve (12) days after the reaching of impasse (this member shall be a regular full-time Administrator who was employed prior to the first negotiations meeting); and
- C. One member who shall serve as chairperson of the committee and who shall be selected as follows:
 1. Within twelve (12) days after the reaching of impasse the Superintendent and the President of the Association shall notify the Oklahoma Superintendent of Public Instruction by a joint letter that a fact-finder is needed.
 2. Within fifteen (15) days after receiving the names of the five potential fact-finders from the State Superintendent of Public Instruction the President of the Association and the Superintendent shall select the third fact-finder by alternately crossing one name from the list until one final name remains. This individual shall be the third member and chairperson of the fact-finding committee.

2-7 Impasse Procedures

- A. Within five days after the selection of the chairperson, the committees who have been negotiating for the District and for the Association shall meet to exchange written language on each item at impasse.
- B. The chairperson shall convene the committee for fact-finding. This committee shall meet with the negotiations committees of both parties. During these meetings each party shall be given the opportunity to present its case with supporting evidence. Each party may elect to invite individuals not on the negotiations committees to attend these meetings in order to supply pertinent information. Within twenty (20) days after the chairperson is selected, the fact-finding committee shall present written recommendations to the clerk of the Board of Education, to the Superintendent, to the President of the Association and to the chief negotiators for the two parties. These recommendations shall include supporting reasons and rationale.
- C. All meetings of the fact-finding committee shall be conducted in closed session. The fact-finding committee may elect to invite individuals not on the negotiating committees to attend meetings in order to supply pertinent information.
- D. If either party decides it must reject one or more of the fact-finding committee's recommendations, said party must, within seven (7) days after this committee has presented its recommendations, request that the negotiations committees for the District and for the Association meet to try to resolve the items not agreed upon. The parties shall meet within seven (7) days of the request, unless both parties deem it necessary. At such meeting, the chief negotiators shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The negotiations committees shall then resume good faith effort to resolve the remaining differences; provided, after

fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.

- E. 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 such agreement shall also be forwarded to the State Superintendent of Public Instruction.
- F. Time limits set forth herein may be extended by mutual agreement of both parties.
- G. The final official action on the recommendation of the fact-finding committee shall be a decision of the Board of Education.
- H. The procedure provided for herein for resolving impasses shall be the exclusive recourse of the Association. The Association shall not strike or threaten to strike as a means of resolving differences with the Board of Education. Any employee engaging in a strike shall be denied the full amount of his/her wages during the period of such refusal to work. If the Association or its members engage in a strike, then the Association shall cease to be recognized as representative of the unit and the District shall be relieved of the duty to negotiate with the Association or its representative.

2-8 Informal Meetings

The procedures set forth in this Agreement, shall not preclude informal meetings that may be called by mutual agreement. The parties agree to meet at reasonable times and places and to confer in good faith with each other in order to discuss matters of mutual concern.

2-9 Term Days Defined

Days as used in these procedures shall mean working day; thus weekends and holidays are excluded.

ARTICLE 3 - ASSOCIATION PRIVILEGES

Association officers and delegates may request leave to attend OEA/NEA seminars, workshops or conventions. Employee expenses related to these events shall not be reimbursed by the District.

Employees may request paid Professional leave. The District shall allow no more than 30 person-days total each year for professional leave of this nature. The District will approve requests for Professional leave provided that:

- A. Leave is for the purpose of an OEA/NEA sponsored event open to the OEA/NEA membership at large, and
- B. No one Association officer or delegate shall use more than 6 days at 8 hours per day of professional leave for this purpose in a year,
- C. No one Association officer or delegate shall use more than 2 consecutive days at 8 hours per day for any one event, with the exception of the NEA national convention, and
- D. The request for leave is received no less than 10 days in advance

Employees may also request Personal Business leave or Vacation leave for this purpose.

The District shall allow Association members to attend general meetings of the Association and Association officers to attend Executive Board meetings provided the meetings are scheduled at 4:00 p.m. or after and sufficient notice is given the appropriate administrators.

Partial crews will be required to perform necessary functions.

Non-exempt employees will be allowed to adjust their work schedule on the day of the meeting in order to attend. Supervisors will permit this schedule adjustment as long as business needs allow.

The Association shall have the right to use designated areas in school buildings for meetings of employees provided there is not interference with any scheduled school activities. The use of such designated areas shall be arranged with the Director or his/her designee in advance. All requests for building use shall conform to the District Rules and Regulations.

The Association shall have the right to bulletin board space of at least nine (9) square feet, but not more than twelve (12) square feet in area, for the purpose of posting materials dealing with proper and legitimate business of the Association. Such board shall be places in a well-lighted area in the office or teachers' lounge. In school buildings which do not have bulletin boards for the purpose, the Association shall have the right to provide them. The association shall have use of school provided mail services for communications sent to and from its members. Association use of electronic mail shall be limited to non-work hours. E-mailing done as a broadcast or mass-mailing, other than e-mail containing only a notice of meeting, shall be subject to prior disapproval by the Superintendent or his designee for good reason. Said disapproval, if any, shall be communicated to the Association President within 24 hours.

The Association President shall be provided with a copy of the same information (materials and handouts) as the District's Board of Education prior to each Board meeting.

ARTICLE 4 - GRIEVANCE PROCEDURE

4-1 Definitions

- A. A "grievance" is defined as a complaint by an employee(s) of the District that: (1) there has been as to the person or persons a violation or an inequitable application of any of the provisions of the employment contract or Association privileges; or (2) that the person or persons have been treated inequitably by reason of any act or condition which is contrary to established School Board policy or practice governing or affecting employees, except that the term "grievance" shall apply only to matters upon which the School Board has authority to act.
- B. A "Grievant" is defined as a person or persons making the complaint.
- C. A "Respondent" is defined as the person or persons against whom the grievance is filed.
- D. The term "days" when used in this grievance procedure shall, except where otherwise indicated, mean working days; thus, weekends and holidays are excluded.

4-2 Purpose

The purpose of this procedure is to secure equitable administrative solutions to the problems which may from time to time arise, affecting the welfare or working conditions of employees. Both parties agree that grievance proceedings shall be kept informal and confidential at all levels of the procedure.

4-3 General Procedures

A. Level I

1. An employee with a grievance shall first discuss the grievance individually with the respondent within ten (10) days of the alleged violation, or after the employee reasonably should have had knowledge thereof, citing the article(s) and section(s) alleged to have been violated and the specific remedy sought, with the objective of resolving the grievance informally. No written record will be made.

B. Level II

1. If the grievant is not satisfied with the disposition of his/her grievance at Level I, he/she may within five (5) days of the Level I meeting, request a mediation session with the employee's Director. The Director shall schedule and hold an informal meeting with the grievant and respondent within five (5) days after receipt of the request to mediate.

C. Level III

1. If the grievant is not satisfied with the results of the mediation at Level II, he/she may file a formal grievance within five (5) days of the Level II mediation with the Director of Human Resources. Use of the Formal Grievance Form shall be used for this purpose.

2. The Director of Human Resources shall schedule and hold a meeting with the grievant within five (5) days after receipt of the grievance and shall transmit a written decision to the grievant within five (5) days of the meeting.

D. Level IV

1. If the grievant is not satisfied with the disposition of his/her grievance at Level III, he/she may appeal the grievance within five (5) days of the Level III response with the Superintendent.
2. The Superintendent shall schedule and hold a meeting with the grievant within five (5) days after receipt of the appeal and shall transmit a written decision to the grievant within five (5) days of the meeting.

E. Level V

1. If the grievant is not satisfied with the disposition of his/her grievance at Level IV, he/she may appeal the grievance within five (5) days of the Level IV response for transmittal to the Board.
2. The Board will hear the grievance at its next regularly scheduled meeting or a special meeting which has been called for that purpose. The Board shall transmit its written decision to the grievant within five (5) days of the meeting.

F. General Provisions

1. Right to Representation, the grievant and the administration may each be represented by a person of his/her own choosing at all levels of this procedure.
2. The Association may file a grievance as the "grievant" on alleged violations of the articles of this Agreement.
3. Decisions rendered at Levels III, IV and V of the grievance procedure will be in writing, setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest.

4. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.
5. Appeals filed at Levels III, IV, and V shall state the article and section alleged to have been violated and the specific remedy sought as stated in Level I and mediated in Level II.
6. Copies of official grievances, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel files of any of the participants.
7. No reprisals shall be taken against the grievant, any witness, or other participant in the grievance procedures by reason of such participation.
8. All meetings and hearings, with the exception of those at Level V, under this procedure shall not be conducted in public and shall include only parties in interest and their selected representatives.
9. Time limits at any level may be extended by mutual agreement prior to the expiration of the time limit, and such agreements shall be reduced to writing and placed in the record for that grievance.
10. When the Respondent is the Superintendent the Grievant shall begin at Level IV.
11. When the Respondent is Director or senior to the Director the Grievant shall begin at Level III.
12. When several employees of the District have a common grievance, the President of the Association, at their request, may initiate a group grievance in their behalf. In such a case, the President or a designee from the group, appointed by the President, shall act as the Grievant and spokesperson for the group.
13. In the course of investigation and/or processing of any grievance, the representative(s) of the Association shall report immediately upon arrival, at a Campus or Department to the appropriate administrator and shall state

that the representative is there in the capacity to investigate a grievance. As an alternative to reporting upon arrival, the representative(s) may notify the administrator by telephone or email. Details of the proposed visit need not be divulged.

14. It shall be the practice to process all grievances after the regular work day or at other times that will not interfere with assigned duties. However, upon mutual agreement of the Association President and the Superintendent to hold proceedings during regular work hours, the Grievant(s), the appropriate Association representative(s) and the Respondent shall be released from assigned duties without a salary deduction for the time involved.
15. No party shall interrupt any instructional classroom activity while investigating or processing a grievance. Every possible effort shall be made by all parties involved to avoid the involvement of students in any phase of the grievance procedures.

**TULSA COUNTY TECHNOLOGY CENTER SCHOOL DISTRICT
FORMAL GRIEVANCE FORM**

Level:

Date violation or inequitable application occurred:

Date of informal discussion:

Today's Date:

Name of grievant(s):

Name of respondent(s):

Is this a group grievance? (yes or no)

Is this an Association grievance? (yes or no)

List the specific violation of: Negotiated Agreement Article #
 Board Policy #
 Contract Clause
 Standard Practice (Attach documentation)

Briefly describe **violation or inequitable treatment of any provisions of the employment contract or Association privileges; or inequitable treatment** by reason of any act or condition which is contrary to **established School Board policy or practice governing or affecting employees:**

Desired outcome of said grievance:

X

Signature of Grievant

Copies to: Director of Human Resources and TAV-TACT President.

ARTICLE 5 - REDUCTION-IN-FORCE PROCEDURES

The term Reduction-In-Force as used herein refers to action of the District Board of Education reducing the number of regular full-time employees, not on Temporary Contracts, in the District because of the closing of a program, area, or position due to financial exigency, or due to other business necessity determined by the board.

When, in accordance with the approved School Board RIF Policy and in the judgment of the Superintendent it is in the best interest of the School District, the Superintendent may recommend a reduction-in-force to the Board of Education.

5-1 Criteria - Personnel Affected - Certified & Non-Certified Instructor

The following criteria shall be used to determine the employees to be affected by a reduction-in-force:

- A. The technology center will dismiss or nonreemploy the instructor(s) who has the lowest composite rating under the technology center's Teacher and Leader Effectiveness Evaluation System (IEI) in the position being eliminated. Ratings will be calculated by averaging the past three (3) years' ratings (or fewer if 3 years are not available) and will be measured to the nearest hundredth of a decimal point.
- B. If the instructors are equal under the above criteria, then the instructor(s) who has the most seniority in the technology center will be retained.
- C. The technology center will retain the instructor who meets any federal requirements, such as "highly qualified" under No Child Left Behind, if required for the courses assigned to that instructor.
- D. The technology center will retain the instructor having the most versatile certificate(s) in order to enable the technology center to have flexibility in planning future curriculum.
- E. If the teachers are equal under the above criteria, the technology center will retain the teacher with the most advanced academic degree status.

- F. If the instructors are equal under the above criteria, then the technology center will retain the instructor(s) who currently holds a contracted extra duty assignment, IF, after the reduction in force, that instructor will continue to be assigned such extra duty assignment.
- G. If versatility of certificates is equal, the technology center will retain the instructor chosen by lot through a process determined by the superintendent or the superintendent's designee and TAV-TACT President.

5-2 Procedures for Hearings - Certified & Non-Certified Instructor

Regular full-time employees, not on Temporary Contracts who are to be recommended for reduction due to the implementation of a RIF Plan shall have the right to a Hearing before the Board of Education. The following Procedures shall be used:

- A. The Superintendent and the Board of Education will follow Oklahoma school law in providing appropriate notification and explanation of any proposed reduction-in-force action.
- B. The employee shall be given written notice by certified mail (restricted delivery with return receipt requested) of the opportunity to have a Hearing before the Board of Education and to present, either orally or in writing, reasons and evidence of why the employee should not be reduced. If the employee is a certified instructor the employee will be provided with the date of the proposed hearing before the Board. Non-certified employees shall have ten (10) workdays to request the Hearing. If the non-certified employee fails to notify the Clerk of the Board of Education within the ten (10) workday period of the desire to have a Hearing, such employee shall have waived his or her right to the Hearing. The postmark on the envelope in which the notice is mailed shall be used to determine the timeliness of the request for hearing.

- C. If the non-certified employee requests a Hearing before the Board of Education, the Hearing shall be conducted at the next, or next succeeding Regular Meeting or at a Special Board Meeting.

5-3 Reinstatement of Program, Area or Position - Certified & Non-Certified

When a program, area or position is closed due to the implementation of a RIF Plan, and it becomes feasible to reopen the program, area or position, the Superintendent may make that recommendation to the Board of Education. In that event, the personnel released through the RIF Plan shall have first right of refusal in the reverse order in which they were released for a period of two (2) years from the date of actual reduction provided the employee still meets the minimum job qualifications.

The Association President shall be notified prior to any change in the Board Policy on Reduction-In-Force.

5-4 Criteria - Personnel Affected - Support Employees

The following criteria shall be used to determine the employees to be affected by a reduction-in-force:

- A. Part-time employees shall be reduced first.
- B. Temporary full-time employees shall be reduced before regular full-time employees.
- C. If a program, area, or position being reduced is staffed by a single regular full-time employee, the employee occupying that position shall be recommended for reduction.
- D. For a multiple employee programs, which have related positions and for multiple employee areas; such as departments or campuses, which have related positions such as secretarial positions, the following criteria shall be used if the

employee occupying the position being eliminated is qualified for another related position in the program or area.

1. The employee within the multiple employee program or area with the least amount of continuous regular full-time employment in the District shall be recommended for reduction first.
2. The Superintendent shall use other factors when the lengths of service and certifications are the same.

5-5 Procedures for Hearings – Support Employees

Regular full-time employees, not on Temporary Contracts who are to be recommended for reduction due to the implementation of a RIF Plan shall have the right to a Hearing before the Board of Education. The following Procedures shall be used:

- A. The Superintendent and the Board of Education will follow Oklahoma school law in providing appropriate notification and explanation of any proposed reduction-in-force action.
- B. The employee shall be given written notice by certified mail (restricted delivery with return receipt requested) of the opportunity to have a Hearing before the Board of Education and to present, either orally or in writing, reasons and evidence of why the employee should not be reduced. Support employees shall have ten (10) workdays to request the Hearing. If the employee fails to notify the Clerk of the Board of Education within the ten (10) workday period of the desire to have a Hearing, such employee shall have waived his or her right to the Hearing. The postmark on the envelope in which the notice is mailed shall be used to determine the timeliness of the request for hearing.
- C. If the employee requests a Hearing before the Board of Education, the Hearing shall be conducted at the next, or next succeeding Regular Meeting or at a Special Board Meeting.

5-6 Reinstatement of Program, Area or Position – Support Employees

When a program, area or position is closed due to the implementation of a RIF Plan, and it becomes feasible to reopen the program, area or position, the Superintendent may make that recommendation to the Board of Education. In that event, the personnel released through the RIF Plan shall have first right of refusal in the reverse order in which they were released for a period of two (2) years from the date of actual reduction provided the employee still meets the minimum job qualifications.

The Association President shall be notified prior to any change in the Board Policy on Reduction-In-Force.

ARTICLE 6 – EVALUATION PROCEDURE FOR CERTIFIED AND NON-CERTIFIED INSTRUCTIONAL PERSONNEL

The technology center and the association agree to the following guidelines regarding evaluation commencing with the 2015-2016 school year. The recommendation shall serve as a guideline for the evaluation of Certified and Non-certified Instructional Personnel.

6-1 Terms and Definitions

Evaluation – a summative process of appraising teacher performance based on observations and criteria developed by Tulsa Tech’s Instructional Evaluation Instrument (“IEI”) model. This process is designed to maintain a high quality of instruction and to assist teachers in improving classroom effectiveness and job performance.

Evaluation Rubric form – the approved instrument used by the evaluator to summarize objective data gathered during observations and from other documented performance.

Personal Development Plan (PDP) - a written plan for improvement developed by the teacher and/or evaluator. It is the district goal that this be a mutually developed plan.

Evaluation documents - the documents and procedures of the Tulsa Tech's - Career Tech Evaluation Rubric, Career Tech Observation Form, Personal Development Plan (PDP), IEI Observation and Evaluation Handbook for Evaluators.

Criteria - specific skills/behaviors related to effective teaching, developed and approved by the IEI.

6-2 Personnel Affected

All Certified and Non-certified Instructional Personnel employed by the district on a regular, full-time basis shall be evaluated. Teachers whose positions require certification shall be evaluated by Certified Administrative Personnel. All personnel shall be evaluated by their immediate supervisor or by the person designated by the superintendent.

All personnel designated to conduct teacher evaluations shall be required to participate in training conducted by Tulsa Technology Center.

6-3 Observations

- A. The evaluator shall confirm scheduling of observations with the teacher either verbally or in writing.
- B. The observation form shall be used for scheduled classroom/lab/shop observations. The scheduled observations should not preclude the evaluator from making anecdotal records and/or using observation forms for nonscheduled observations throughout the school year which might affect the teacher's final evaluation.
- C. At least two (2) observations shall be completed prior to an evaluation conference.

- D. No observation form shall be completed until the evaluator has observed the teacher’s job performance.
- E. One copy of the observation form shall be given to the teacher within three (3) working days of observations and one copy shall be kept by the evaluator for use in preparing the evaluation report.
- F. If any item on the observation form is marked “needs improvement”, or “ineffective” a personal development plan may be developed.

6-4 Evaluation

- A. Evaluation reports shall be completed on an approved form and shall be based on data collected in observations and on other pertinent information.
- B. The evaluator shall confirm scheduling of the evaluation conference with the teacher either verbally or in writing.
- C. The evaluations shall be conducted in accordance with the provisions of the IEI model.

TEACHING SERVICE WITHIN DISTRICT	REQUIRED FREQUENCY	TIMING
Probationary Teacher as defined by IEI	2 times per year	- Prior to the end of 1 st semester -April 1st
Career Teacher as defined by IEI	1 time per year	Prior to April 1st

One (1) additional evaluation may be conducted during the year if necessitated by a major problem(s) or at the request of the teacher.

- D. One copy shall be given to the teacher; one copy shall be kept by the evaluator; and one copy shall be filed in the teacher’s file in the District Human Resources office.

6-5 Personal Development Plan

- A. The personal development plan (PDP) shall be developed by the teacher and/or evaluator. It is the district goal that this be a mutually developed plan.
- B. The following shall apply to personal development plans based on observations:
 - 1. If an item on the observation form is marked “needs improvement,” or “ineffective” a personal development plan may be developed.
 - 2. If a personal development growth improvement plan is developed it shall be written within five (5) working days after the observation. A copy shall be given to the teacher and a copy shall be kept by the evaluator.
- C. The following shall apply to personal development plans based on evaluations:
 - 1. If an item on the evaluation form is marked “needs improvement,” or “ineffective” a personal development plan shall be developed.
 - 2. No personal development plan shall be written for items that are marked “effective”.
 - 3. One copy of the personal development plan shall be given to the teacher; one copy shall be kept by the evaluator; and one copy shall be filed in the teacher’s file in the District Human Resources office.
- D. All personal development plans are intended to serve as an admonishment, shall be in writing and shall include statements as to:
 - 1. what should be done by the person evaluated, including level of performance expected.
 - 2. the date when progress shall be reassessed, which shall not exceed sixty (60) days.
 - 3. what resources the school may provide to help the person evaluated achieve the expected performance (workshops, visitations, etc.).
 - 4. evidence the teacher shall provide to show progress has been achieved (oral interview, narrative description, etc.).

6-6 Filing

Each required observation, evaluation, and personal development plan shall be in writing and a true copy of each shall be presented to the teacher, who shall acknowledge receipt of same by his/her signature. All required evaluation documents and written teacher responses shall be maintained in a personnel file for each teacher to be kept in the District Human Resources office.

Evaluation documents and responses shall be confidential. Access to such records shall be available only to the evaluated teacher, the courts, the Board of Education, 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 in School Laws of Oklahoma, and other such persons as are specified by the teacher in writing.

6-7 Teacher's Response

Each performance observation, evaluation or PDP shall be concluded by a conference between the teacher and evaluator after which the teacher shall have ten (10) working days to file a response. Receipt of the response shall be acknowledged by the evaluator's signature. The response shall be made part of the evaluation record filed in the District Human Resources office.

The District shall follow the mandates of the School Laws of Oklahoma when evaluations result in recommendations for dismissal, suspension or termination of Instructional Personnel.

6-8 Evaluation Instruments

Performance evaluations for instructors, both certified and non-certified shall be conducted using the document specified by the IEI model.

6-9 Provisions for Amendment

To assure an orderly process for amending evaluation forms and procedures, all changes or additions shall be negotiated and resulting procedures shall be published in the negotiated agreement.

ARTICLE 7 - DISCIPLINARY CONFERENCES

7-1 Definitions

Disciplinary Conference-

1. meeting in which an employee and supervisor and/or other district administrator discuss one or more matters that the employee is told will lead to the employee's suspension, demotion, or termination if not corrected within a time frame established in the meeting;
2. meeting in which an employee is provided an admonishment or in the case of a support employee – a reprimand;
3. meeting in which an employee is notified of suspension, or a recommendation for demotion, dismissal or non-reemployment.

Disciplinary conference does not include meetings involving discussion of and recommendations for improved or different performance if the meeting does not involve an admonishment (reprimand for support employees) or suspension or recommendation for demotion, dismissal or non-reemployment.

Attendees - Attendees are limited to the employee who is the subject of the conference, the employee's TAV-TACT representative, employee's supervisor and a district administrator in addition to the supervisor. Other individuals may be included by agreement based on the gravity of the conduct or circumstances resulting in the meeting.

An employee may not unreasonably delay a meeting by reliance on the right to a TAV-TACT representative and TAV-TACT must be willing to provide a representative within twenty four (24) hours of notice that a representative for a disciplinary conference is needed.

7-2 Procedures

1. Every effort will be made to hold employee disciplinary conferences in private with only the employee, his/her representative (when the employee chooses representation), and the administrator conducting the conference present.
2. The District, prior to the disciplinary conference, shall notify the employee of the right to have a TAV-TACT representative present for disciplinary conferences, as defined in 7-1. The employee shall have the right to decline the presence of a TAV-TACT representative. The TAV-TACT representative may ask clarifying questions but otherwise is present only for the purpose of consulting with and advising the employee.
3. In the event a meeting becomes disciplinary, the meeting will be rescheduled.
4. Any employee may respond in writing within ~~fourteen~~ ten (10) business days after receiving any evaluation, professional development plan and/or admonishment or reprimand. The employee's response, if timely received, will be included in the employee's district personnel file.

7-3 Requirements

Current School laws of Oklahoma requirements shall be followed when regular full-time employees are suspended, demoted, non-reemployed or dismissed. This does not apply to employees on temporary contracts since rights of employment, for employees in this category, are defined by their personal contracts or specific laws related to temporary employment.

ARTICLE 8 - POSITION OPENING POSTINGS

For the purposes of this Article and confirming District practice, the following definitions will apply:

A. Position (job) vacancy: a regular, full-time position, authorized by the Board of Education, for which an incumbent is not in place.

B. Position (job) opening: a position or job vacancy that is declared open to receive applications for employment from interested individuals within the organization (internal). A position opening may also be declared available to individuals not currently employed by the District (external).

C. Position (job) posting: an advertisement of a position or job opening. The posting may be internal only, or internal and external to the District.

A position vacancy may be declared to be a job opening, if the Administration has determined the position in question:

- 1) has or will have no incumbent,
- 2) should and will be re-staffed, and
- 3) will not be filled by way of promotion, demotion, or transfer.

If an employee is transferred by the District, not for demotion, there is no reduction in base pay. Regular employees who wish to apply for another position in the District must:

- 1) have completed the probationary period associated with District employment, normally the first twelve (12) months of employment;
- 2) have been in his/her current position (title and department) for a minimum of six (6) months;
- 3) be approved for the new position by the employee's current supervisor; (prior to job offer being made)

Accordingly, position vacancies may be filled by the District through transfers, promotions, and demotions if it is deemed to be in the best interest of the District. These vacancies will not be declared to be position openings.

Additionally, vacant positions may be revised by the District into other positions of similar nature, combined with another position(s), eliminated, or allowed to remain vacant indefinitely. In each of these events, no job or position opening can be said to exist.

In any case where the District intends to fill a vacancy that is not an opening, the Association President will be notified prior to fulfillment. For any such notice, the Human Resources Director will make a telephone call and send an email to the Association President.

A notice of all job openings for bargaining unit positions will be posted for at least five (5) regular workdays, excluding Saturday, Sunday and scheduled holidays prior to filling a opening. A notice will be sent via email to the Association President at the time of posting. The above does not apply in filling a position of an employee who fails to give at least thirty (30) days notice upon resigning.

Any employee who desires to fill a vacancy shall file a written application with the Director of Human Resources on an approved form within the posting period.

The Director of Human Resources, or his/her designee, will notify the Association President in writing, within five (5) work days, when any new bargaining unit position is created which does not have a appropriate salary schedule. Appropriate salary schedules for new bargaining unit positions will be negotiated at the next formal negotiation session if proposed by the Association or the District.

ARTICLE 9 - PROMOTIONS

If at any time the position of an employee is changed by a transfer which is considered a promotion for the employee, the basic salary (exclusive of pay for special assignment) shall not be reduced. This procedure recognizes the value of experience within the District.

ARTICLE 10 - SALARIES/WAGES

10-1 Experience Step Requirements

A. INSTRUCTORS

- Instructors with four years or less of related and relevant full-time work experience and/or teaching experience are started at the corresponding step on the schedule.
- Instructors with more than four years of related and relevant full-time experience will receive credit of one additional step for each two full years of related and relevant work and/or teaching experience not to exceed step eight.
- A minimum of six (6) months teaching will grant the instructor a year's experience if taught within a two-year period.
- If an exception to the Step Eight (8) Cap is necessary in order to hire the best qualified applicant, the Superintendent will inform the Association President prior to making a recommendation to the District Board.

B. CREDIT FOR ACTIVE TULSA TECH PART-TIME INSTRUCTORS

- For purposes of conversion to full-time employment and placement on the salary schedule, Tulsa Tech part-time related and relevant work experience and/or teaching experience can be utilized. The Tulsa Tech part-time experience will only be applied if the applicant is actively working as a part-time employee at the time of the conversion.
- Two (2) consecutive fiscal years with a minimum 900 hours/fiscal year will equal one step, not to exceed step four.
- One additional step for each four (4) consecutive fiscal years of a minimum 900 hours/fiscal year, not to exceed step eight.
- Work hours will be verified through payroll records. Credit for hours that do not meet the 900 hour/fiscal year requirement will be not be granted.

C. OTHER EMPLOYEES

New employees, covered by the salary schedules for classifications other than Instructors, will be placed at a level on the appropriate salary schedules based

on approved full-time experience, the corresponding market rate and the salary levels of current employees, not to exceed step eight.

Related Tulsa Tech part-time employment can be utilized when determining placement on the appropriate salary schedule. The Tulsa Tech part-time experience will only be applied if the applicant is actively working as a part-time employee at the time of the conversion. Two (2) consecutive fiscal years of a minimum 900 hours/fiscal year will equal one step, not to exceed step eight. Work hours will be verified through payroll records. Credit for hours that do not meet the 900 hours/fiscal year requirements will not be granted.

D. REEMPLOYED EMPLOYEES

Employees reemployed within two (2) years after the termination of their employment due to a reduction in force or due to the expiration of a temporary contract may be placed on the appropriate salary schedule at a level higher than Step Eight if they are reemployed in the same or equivalent position.

10-2 Employee Experience Step Advancement

A. NEW EMPLOYEE REQUIREMENT

Twelve-month employees must be employed by the District a minimum of 9 full calendar months, Eleven-month employees must be employed a minimum of 8 full calendar months, Ten-month employees must be employed by the District a minimum of 7 full calendar months during the fiscal year in order to be eligible for the next experience step on the salary schedule.

B. ANNUAL ADVANCEMENT

Employees may advance only one step at a time on the salary schedule. These advancements shall take place on July 1st each fiscal year for employees who qualify except for those that are approved for merit increases.

10-3 Employee Educational Assistance

A. INSTRUCTIONAL PERSONNEL

Lateral Pay Grade Advancement: (a lateral pay grade = salary adjustment of one column on the schedule from left to right)

An instructional employee who has completed approved under-graduate college courses toward an approved degree plan, or graduate college courses (either toward an approved Master's Degree Plan or prior course work approval), National Teacher Certification or one selected, pre-approved educational endorsement on a standard teaching certificate specific to the program being taught, shall be granted salary adjustments. This salary adjustment will be effective the July 1st or March 1st subsequent to the filing of evidence of the successful completion of the required hours with the Director of Human Resources. If the prior approval form and official transcript or other evidence is received by March 31 (for adjustments to be effective March 1) and August 30 (for adjustments to be effective July 1) the adjusted salary will be effective on either the 1st day of March or the first working day of the fiscal year. Only Counselors paid on the Instructor Salary Schedule, and Adult Program Instructors, whose programs are required by [OK Department of Career Tech](#) to have degrees above the Bachelor level, need not obtain a Standard Teaching Certificate in order to advance laterally on the salary schedule beyond the Bachelor's Degree column. The current options for salary adjustments beyond the Standard Teaching Certification (STC) column are:

- | | |
|--|---------------------|
| 1. Related Master's Degree in teaching/
occupational area | 1 lateral pay grade |
| 2. Endorsements to Standard Certification
Endorsements must be pre-approved and
in one of the following areas: | 1 lateral pay grade |
| • Math (related to program area) | |

- Science (related to program area)
 - English (related to program area)
 - Social Studies (related to program area)
 - Special Education (in addition to program area requirement)
3. National Teaching Certification 1 lateral pay grade
 4. Graduate hours above Master's Degree 1 lateral pay grade
 - Hours must be in related area to degree
 - Requires pre-approval of course work
 - One pay grade will be granted for each 15 hour increment not to exceed 5 increments

B. GENERAL

Inquiries related to approval of college courses, degree plans, certification, or standard certificate endorsements should be directed to the appropriate administrator or to Human Resources. Salary adjustments will be granted under the following guidelines:

1. The employee must file with Human Resources an approved current degree plan from an accredited college or university with an "intent of pursuing" a Bachelor's Degree, Standard Teaching Certificate, approved Master's Degree or doctorate. An Associate Superintendent must approve this degree plan via request form.
2. Upon completion of the courses, the employee will submit an official transcript to the Director of Human Resources. If the prior approval form and official transcript or other evidence is received by March 31 (for adjustments to be effective March 1) and August 30 (for adjustments to be effective July 1) the adjusted salary will be effective on either the 1st day of March or the first working day of the fiscal year.

3. Meeting the requirement for a lateral salary adjustment occurs when the employee has successfully:
 - a. Earned 15 college credit hours toward an approved plan of study toward a baccalaureate degree (ND-15).
 - b. Earned 75 college credit hours on an approved plan of study (ND-75) or earned an associate degree that is part of a plan of study in the area of instruction.
 - c. Obtained a Provisional II Teaching Certificate
 - d. Earned a baccalaureate degree
 - e. Obtained a Standard Teaching Certification (STC).
 - f. Has met the requirements as outlined in "Lateral Pay Grade Advancement" above.

C. SUPPORT PERSONNEL

Self-improvement courses which are completed by a support employee after employment on his/her own time and related to that specific employee's job or preparation for promotion will be used for a salary adjustment if approved by the Director of Human Resources prior to enrollment. The Director of Human Resources will provide a completed approval form and designate acceptable evidence of completion. This salary adjustment will be effective the July 1st or March 1st subsequent to the filing of evidence of the successful completion of the required hours with the Director of Human Resources. One salary adjustment, as defined below will be granted to the employee for completion of 15 college hours, 225 clock hours or an equivalent combination of college and clock hours of approved courses.

A maximum of five salary adjustments will be granted to support employees for completion of self-improvement courses.

Salary adjustment for employees hired prior to July 1, 2001.

Each salary adjustment will be equal to a step increment in the employee's classification and will be paid as supplemental salary.

Salary adjustment for employees hired after July 1, 2001.

Each salary adjustment will result in the employee's advancement of one step on the salary schedule.

D. INSTRUCTIONAL SERVICES PERSONNEL

Self-improvement courses which are completed by an Instructional Services Personnel employee after employment on his/her own time and related to that specific employee's job, or are on a pre-approved, job-related degree plan will be used for a salary adjustment if approved by the Director of Human Resources prior to enrollment. The Director of Human Resources will provide a completed approval form and designate acceptable evidence of completion. This salary adjustment will be effective the July 1st or March 1st subsequent to the filing of evidence of the successful completion of the required hours with the Director of Human Resources. The employee will advance one step on the salary schedule for each 15 college hours, 225 clock hours or an equivalent combination of college and clock hours of approved courses.

A maximum of five salary adjustments will be granted to Instructional Services Personnel employees for completion of self-improvement courses.

10-4 Professional Development Compensation

Any full-time employee may be compensated for specific costs associated with job-related professional development, professional memberships, and professional licensure.

The maximum compensation is \$100 per fiscal year. Professional Development compensation is a taxable benefit based upon professional benefits to the employee and to the District.

Employees may use their discretion in applying for the following eligible items:

- Membership fees/dues for job related professional organizations
- Education tuition and fees

- Professional license renewal fees
- Job-related certifications

Employees must incur the expense and submit the Professional Development Compensation Form with appropriate receipt(s) to director/supervisor for approval. To be eligible under educational tuition and job-related certification, the course/test must be successfully completed, which is defined as passing by the institution being attended or the accrediting body.

10-5 Merit Advancement

When work of exceptional quality by one of these employees is recognized, the employee's immediate supervisor shall request the Director of Human Resources to convene a merit evaluation committee. The committee is to consist of the Association President, the Director of Human Resources and the employee's Department Head (Director or Assistant Superintendent). The immediate supervisor will then present evidence to the committee that proves the employee should receive an additional salary step increase.

An employee may receive the merit step increase no more than once annually or until reaching step 8 on the salary schedule.

10-6 Salary Schedule For Support Staff

[Click here](#)

10-7 Salary Schedule For Custodians

[Click here](#)

10-8 Salary Schedule For Construction Maintenance Employees

[Click here](#)

10-9 Salary Schedule For Technicians

[Click here](#)

10-10 Salary Schedule For Specialists

[Click here](#)

10-11 Salary Schedule For Instructional Services Personnel

[Click here](#)

10-13 Salary Schedule For 11 month Instructors

[Click here](#)

10-14 Salary Schedule For Information Technology

[Click here](#)

10-15 Salary Schedule Supplement

Mentor teacher- Scale + \$500 once annually at end of mentoring period.

Mentor teachers will be recommended by the Campus Director and approved by the Superintendent or designee and assigned to work with a new teacher for a one-year period.

Cell phone supplement - The Superintendent shall designate any employee positions that require cellular phone accessibility as a condition of employment in one of three categories.

- Level A - \$30 per contract month - Employees who because of the essential functions of the assigned position are required to be accessible during normal work hours and to perform assigned duties at locations other than District Campuses or buildings more than one -half of the normal work schedules.
- Level B - \$130.00 per contract month - Employees who because of the essential functions of the assigned position are required to be accessible during normal work hours and hours and days beyond the normal work week on a routine basis.
- Level C - \$225.00 per contract month for employees identified by the Superintendent for whom provision of this supplement will benefit the District.

Building Chairperson - \$50 per contract month

Staff Development Committee Chairperson - Scale+ \$50 per contract month

Instructor/Coordinator - Scale + \$179.10 per contract month

(Instructor/Coordinator is a full-time instructor with extra duty assignments beyond those listed in the full time instructor job description).

Assigned Lead Role for Non-exempt, Non-supervisory - Scale + \$.73 per hour

Bus Driver - Scale + \$25.00 per contract month for full-time instructors that are required (per job description) to obtain and maintain a CDL for purposes of transporting students.

NTHS District Chairperson - Scale + \$500 once annually at end of the school year. NTHS District Chairperson will be approved by the Superintendent or designee and assigned to coordinate District NTHS activities for one school year.

10-16 Supervision of Students - Career and Technical Student Organizations

A. General Supervision Provisions

Regular full-time employees shall be paid \$225.00 per day for each Saturday, Sunday, or District official holiday; or \$50 per overnight weekday Monday through Friday, worked for services rendered related to the supervision of students involved in national, state or regional sponsored career and technical student organization (CTSO) activities, meetings, or conferences. Regular full-time eleven-month employees shall be paid, in addition to the above, the same rate for like services during the time between the end of the contract/school year and the beginning of the next contract/school year.

Employees must be assigned in advance by the appropriate campus or department director as the person(s) responsible for the supervision of the students and submit required documentation in order to be eligible for this special payment.

B. Overall CTSO Conference Coordinator

When neither the District CTSO Coordinator nor a Tulsa Technology Center Administrator is available to attend a national CTSO Conference, an Overall Conference Coordinator's regular job responsibilities shall include the assignment as Campus CTSO Coordinator.

The Overall Conference Coordinator of a national CTSO contest shall be paid his/her regular daily rate of pay for the days he/she is approved and works in this capacity. The designation of the Overall Conference Coordinator shall be approved in advance by the Campus Director of the person selected and the District CTSO Coordinator. This pay provision shall be in effect only when: (1) the person designated is coordinating a national CTSO contest; (2) the

required coordination work is performed on a day or days which is/are outside the coordinator's contract year; and (3) the actual days worked are confirmed by the Campus Director on an official form submitted to the Director of Human Resources.

10-17 District Standard for Normal Business Hours

The District standard for normal business hours is 7:30 a.m. to 4:30 p.m., Monday through Friday.

Supervisors are responsible for determining and setting work schedules, including schedules that are different from normal business hours.

All regular weekly work schedules for full time employees include 40 hours of time on the job or a combination of 40 hours of time on the job and approved leave.

Non-exempt personnel will be paid for all hours actually worked during a day, less time taken and recorded for the meal period, regardless of the requirements of their regular work schedule. Non-exempt personnel are subject to payment of overtime at a rate prescribed by law for all hours worked in excess of 40 hours in a work week.

Exempt personnel are paid by fixed salary regardless of actual hours worked. However, as a position requirement, exempt personnel are expected to keep to the schedule for their assigned position, or another schedule agreed to with their supervisor.

10-18 Shift Differential Pay

Regular full time employees classified as secretaries, custodians, assistant plant managers – third class and assistant plant managers – first class shall be paid a shift differential equivalent to an additional \$.24 per hour for hours they are assigned and work during the 2nd shift (a shift starting between 11:00 a.m. and 7:59p.m. [inclusive] or an additional \$.35 per hour for hours they are assigned and work during a third shift (a shift starting between 8:00 p.m. and 2:00 a.m. [inclusive]).

10-19 Holidays

Non-exempt regular full time employees who are entitled to holiday pay and are authorized to work on a holiday, shall receive overtime pay at the rate of one and one-half times their regular rate of pay for all hours worked, after their regular non-holiday shift(s), on a District official holiday in addition to their regular holiday pay or at the option of the employee he/she shall receive equivalent time off at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is required by law.

The equivalent time off must be taken within three (3) months of the date earned or by the end of the fiscal year, whichever is sooner and must be scheduled at a time that would not unduly disrupt the operations of his/her department or the school. Official holidays with respect to overtime are the following holidays or days observed as such: Independence Day, Labor Day, Thanksgiving (including the Wednesday immediately before Thanksgiving, and the Friday, Saturday and Sunday immediately following Thanksgiving), Winter Vacation (including Saturday and Sunday **immediately** preceding or following the Winter Vacation), Martin Luther King's Birthday, President's Day, Spring Break (Wednesday, Thursday and Friday only) and Memorial Day.

10-20 Inclement Weather

The District, upon decision by the Superintendent, may cancel or postpone classes due to safety concerns for students and employees traveling to or from work. These decisions will be made in a manner to afford all students and employees as much notice as is possible.

A decision to cancel or postpone classes or delay opening of campuses or administrative offices is not to be considered as a paid holiday and all employees

including instructional personnel, are expected to report to their normal assignments at their regular or amended time.

Non-exempt employees who for legitimate safety concerns, are unable to report to work at the normal reporting time, shall upon approval of the immediate supervisor, be allowed to make up this time within the current or next pay period, or take personal business leave or vacation leave for the time missed.

Exempt employees who do not report to work at their normal time, or at the time designated by the Superintendent, must communicate their situation to their supervisor. If the absence by the exempt employee exceeds $\frac{1}{2}$ of the work day, the employee may be required to take the appropriate amount of personal business leave.

If circumstances are such that a decision is made for certain groups, departments or campuses to be dismissed from their duties or advised to not report to work, each affected employee will be notified by their supervisor of the provision of paid leave. In the absence of such notification, employees are to report to, and/or continue their normal duty assignments.

If circumstances are such that a decision is made to close all offices and campuses, each affected employee will be contacted by their supervisor or designee and advised to stay home (or go home) as they are on paid leave for the work day (or the remainder of the work day). In the absence of such notification, employees are to report to work as normal.

In the remote situation where all offices and campuses have been closed and all employees have been provided paid leave, it may be necessary for select personnel to report to work in spite of the closing. Non-exempt individuals so designated to work, will be additionally compensated at the rate of one hour of replacement administrative leave for each hour worked, or at the option of the employee, additional pay at the rate of 1.5 times the normal hourly rate. Replacement administrative leave must be taken within 3 months of the date earned and scheduled so as to not unduly disrupt operations of the department or school.

10-21 Voluntary Separation Early Notice Incentive

Staff planning for the replacement of key instructional and support staff is critical to the smooth and efficient operations of the District campuses and departments. Early notification of planned retirements and other voluntary separations allow the Administration to ensure uninterrupted programs, classes and business operations. In order to encourage exiting personnel to provide early notification of an intention to separate from employment in the District, the following incentives may be earned by separating employees.

- A. Certified contracted personnel and all instructional personnel - For early notification as follows:
1. A \$750 one time payment upon separation (paid with final pay) is provided for:
 - a. an accepted written notice (letter of resignation) received by January 1, for a separation (including retirement) effective as of June 30 or later, or
 - b. an accepted written notice (letter of resignation) received more than 6 months prior to the final day of that instructor's scheduled classes.
 2. A \$500 one time payment upon separation (paid with final pay) is provided for an accepted written notice (letter of resignation) received by July 1, for a separation (including retirement) effective as of January 1 or later.
- B. Instructional support and support personnel - For early notification as follows:
3. An accepted written notice (letter of resignation) received 90 calendar days in advance of separation date (including retirement) results in a \$500 one time payment upon separation (paid with final pay).
 4. An accepted written notice (letter of resignation) received 60 calendar days in advance of separation date (including retirement) results in a \$250 one time payment upon separation (paid with final pay).

An incentive may only be paid in a voluntary separation and will not be paid in the event of a separation occurring as an outcome of the RIF process, or as the outcome of a disciplinary termination. Receipt of this incentive shall not preclude the

employee from participation in any other retirement or separation incentive for which he/she may otherwise be eligible.

Length of advance notice required to earn the indicated incentive may be shortened by Administration due to business reasons, but shall not be extended.

10-22 Employee Retirement Voluntary Savings Incentive

Employees may elect to participate in a retirement savings account, which allows deferment of income taxes. The District shall provide a qualified savings plan with employee options, and will offer the following incentive. The District will contribute (match) the employee's contributions subject to the following limitations.

The District will contribute:

- A. Upon date of hire through December of the first year employed – An amount equal to the employee's contribution, but not more than \$160 per month.
- B. Subsequent calendar years of employment – An amount equal to the employee's contribution but not more than \$160 per month not to exceed \$1,920 per year.
- C. Upon notice of retirement – An amount equal to the employee's contribution not to exceed \$1,920 per calendar year.

The District will create and maintain a benefit plan associated with this savings account and incentive. The provisions of this benefit plan as defined by law and benefit providers will determine specific requirements and limitations. In case of a contradiction, the plan provider rules shall prevail in all cases.

10-23 Signing Bonus

At the Superintendent's recommendation, with Board of Education approval, new employees in high demand positions may be offered a signing bonus not to exceed 10% of base pay to a maximum of \$5,000.00.

10-24 Health Insurance Cost Containment (HICC) Incentive

In recognition of the trend of increasing health insurance costs for both employees and the District, an incentive for managing choices in health care insurance providers is established. The District shall annually review the available health insurance options provided by Oklahoma State Education and Employees Group Insurance Board (OSEEGIB) and determine a grouping of all health insurance options in two tiers. Tier A shall consist of the plans offering the lowest premium costs for employee coverage. Tier B shall consist of plans which carry premium costs higher than the plans in Tier A. Upon employment or during annual enrollment, employees may choose from either Tier A or Tier B for health insurance coverage for the employee and any dependents. Employees with covered dependents must choose the same plan for all family members as the employee coverage. Employees who elect to be covered by a plan in Tier A shall receive a monthly payment, as an HICC incentive, in an amount of \$150.00 for each month of coverage. Employees choosing to be covered by a plan listed on Tier B shall not receive the HICC incentive. This \$150.00 incentive payment is different from and in addition to the negotiated salary-in-lieu of dependent coverage described in Article 11-11 of the Negotiated Agreement.

Employees who elect to opt out of all health insurance coverage must provide evidence of coverage by a spouse or as a covered dependent on another employer or private health insurance plan in order to receive a cost containment incentive. Eligible employees opting out of all health coverage will receive only the greater of this HICC Incentive or the amount mandated by Oklahoma statute.

ARTICLE 11 - FRINGE BENEFITS

11-1 Sick Leave

A written request is not required. (Note: *See exception under "Use of Sick Leave")

Prior approval is not required.

A. VESTING OF SICK LEAVE

Each regular full time employee is entitled to sick leave of one (1) day (8 hours) per calendar month of employment, at full pay, beginning the first day of employment on which contractual work begins; i.e., 10 month employees receive ten (10) days (80 hours) per calendar year; 11 month employees receive eleven (11) days (88 hours) per calendar year, 12 month employees receive twelve (12) days (96 hours) per calendar year.

Annual sick leave credit shall be vested at the beginning of the school year.

An employee must work one-half the working days in a pay period to receive sick leave credit for that period. Absences of an employee on sick leave, personal business leave or vacation shall be considered the same as time worked.

Sick leave credit will be reduced by one (1) hour for each hour which the employee is absent for reasons covered by the sick leave policy.

Official sick leave records shall be kept in the Payroll Department and employees will be notified of their vested balance of sick leave days within a reasonable time after requesting the information.

B. USE OF SICK LEAVE

Sick leave credit may be used when the employee cannot work on the scheduled work day, or cannot continue to work because of personal illness, injury, illness or death (bereavement) in the immediate family, as hereinafter defined: The term "immediate family" is defined to mean husband and wife and the following relatives: father, mother, son, daughter, brother, sister, grandchild, grandparents, and corresponding relatives by affinity (marriage and step relationship).

Employees may be granted up to twenty (20) days (160 hours) of accumulated sick leave when adopting a pre-school child. When the child is school age, a parent may be allowed up to two (2) days (16 hours) of accumulated sick leave. If both parents are employed by the District they may have the twenty (20) days (160 hours) or two (2) days (16 hours) leave period on a co-operative basis, however; only one parent may be absent at a time.

Upon the death of an immediate family member, the employee may use accumulated sick leave as needed. Bereavement for persons not in the employee's immediate family is limited. For anyone not included as immediate family, employees may use up to two (2) days (16 hours) bereavement leave (from sick leave credit) per occurrence not to exceed four (4) days (32 hours).

All personnel should attempt to schedule health care provider and other personal business appointments during non-work time. All personnel are to notify their supervisor or his/her named designee as soon as they are aware of a need to be absent during all or part of the workday. Sick leave may be scheduled with supervisory approval for absences due to health care provider appointments.

Sick leave is credited and deducted in hourly increments. Non-exempt employees are required to use sick leave or personal business leave for paid absences of any duration greater than one hour. An absence of less than one hour or greater than one hour and not charged to sick leave or personal business leave is unpaid time.

Subject to the limitations below, sick leave that has been requested and approved will not be deducted from an employee's record of vested sick leave if the employee is subsequently authorized by the Superintendent or his designee to be absent from work on that day by way of administrative leave and the employee makes a timely request cancel the sick leave.

Limitations on this reversal and replacement of a scheduled sick leave with administrative leave are as follows:

1. Sick leave taken during a period of administrative leave, that is contiguous to two or more days of other leave, shall not be reversed.
2. If administrative leave for part of a day is declared, only a sick leave time interval of 2 hours or more in duration during the time of administrative leave can be reversed and replaced with administrative leave.

Upon supervisor approval, non-exempt employees may “make up” unpaid absences of less than one hour by working longer within the day in which the absence occurred. Any absence time not made up, is unpaid.

An absence by an exempt employee is subject to supervisory approval during scheduled work hours.

C. MATERNITY BENEFITS

Pregnancy, miscarriage, childbirth and recovery will be treated as any other illness.

Additional benefits relative to care of a child may be available through the Family and Medical Leave Act.

D. COORDINATION OF SICK LEAVE WITH THE FAMILY MEDICAL LEAVE ACT.

The Family Medical Leave Act provides eligible employees with up to 12 workweeks of unpaid leave. If an employee has accrued paid leave (e.g., vacation, sick leave, personal leave), the employee must use any qualifying paid leave first. "Qualifying paid leave" is leave that would otherwise be available to the employee for the purpose for which the FMLA leave is taken. The remainder of the 12 workweeks of leave, if any, will be unpaid FMLA leave. Any paid leave used for an FMLA qualifying reason will be charged against an employee's entitlement to FMLA leave. This includes leave for disability or workers' compensation injury/illness, provided that the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the 12 workweek leave period.

If Human Resources determines that time off which is being charged to the employee's accrued sick leave so qualifies, the time will also be charged against the employee's eligible FMLA leave beginning on the fourth consecutive day of absence. This automatic classification of paid sick leave as FMLA leave can occur whether or not the employee has requested FMLA leave according to procedures.

The District will notify the employee that leave has been designated as FMLA leave. The District may provisionally designate the employee's leave as FMLA leave if the District has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave. If the employee has not notified the District of the reason for the leave, and the employee desires that leave be counted as FMLA leave, the employee must notify Human Resources Department within 2 business days of the employee's return to work that the leave was for an FMLA reason.

E. EXHAUSTION OF SICK LEAVE

Sub Deduct is not an additional bank of paid leave, but is an extension of sick leave when paid benefits have been used up.

If, after exhausting all sick leave, including donated sick leave via the Sick Leave Sharing Program and all other paid leave to which an employee may be eligible, an employee is absent from duties due to personal accidental injury, illness or pregnancy, the employee shall receive his/her full contract salary less the amount of pay authorized in the policies for a substitute for an additional period of up to twenty (20) days. To view the Sub Deduct Schedule [click here](#). If the position the employee holds does not have a specified substitute rate, the salary reduction shall equal the lowest rate designated for a regular employee in his/her job/salary classification.

Sub deduct is available to support employees only in relation to absences extending beyond 3 work days. Occasional or "day-at-a-time" use of sub deduct is not permitted for non-instructional employees. To qualify for the sub deduct benefit, a support employee must provide evidence that a physician has deemed him/her as unable to work, as well as provide a release to return to work. If an employee remains unable to return to work at the end of this twenty (20) day period, the employee will be placed immediately on Automatic Leave of Absence without pay, for a maximum of the remainder of the current fiscal year, or for whatever portion of the remainder of the fiscal year needed. Automatic leaves of absence are not renewable and will expire

on the ending date of the employee's current contract, but in no case later than June 30 of the current fiscal year. Health and Life insurance benefits will remain in force for the duration of the automatic leave, as may be allowed by the insurance carriers and at the expense of the employee on leave. Prior to reaching "out-of-pay" status, employees must make arrangements with the HR department and business office for carrier approval and payment of premiums necessary for continuation of any coverage desired.

F. UNUSED SICK LEAVE

Unused sick leave will accumulate from year to year as long as the employee remains continuously in the service of the district. On June 30th of each year, an employee's unused personal business leave days shall be converted and added to his/her total sick leave days.

In the event that an employee will accumulate sick leave days while working under a 10, 11, or 12 month contract which has a defined length of a workday, and subsequently convert to a contract with a differently defined work day, all unused sick days will be converted accordingly:

1. The number of sick hours earned under the original contract will be divided by the number of hours in the workday of that contract.
2. The resulting number of sick days will be multiplied by the number of hours per workday under the new contract. The result is the amount of sick hours carried forward under the new contract.
3. Sick time earned and sick time taken will be recorded in hourly increments.

Sick time will be reported to the Teachers Retirement System upon pending retirement in hours or as required by TRS guidelines.

Employees with at least five (5) years of continuous service, who resign or otherwise cease to be an employee shall be paid for the number of days of District-earned accrued sick leave for which they qualify except that the first forty days of accrued sick leave shall be transferred, in lieu of payment, when an employee secures employment in another Oklahoma school district

provided that the number of days transferred do not exceed the maximum days permitted by the receiving district. The employee may tax shelter any unused sick leave/vacation pay through District-approved plans up to the limits allowed by IRS regulations. Contact the Human Resources Department for information.

The amount to be paid for unused sick leave shall be as follows (not prorated for partial days):

1 day to 60 days (480 hours) of unused sick leave shall be paid at \$35 for every full day up to 60 days.

61 days to 120 days (960 hours) of unused sick leave shall be paid at \$50 for every full day over 60 days up to 120 days.

More than 120 days (961+ hours) shall be paid at \$100 for every full day over 120 days

In the event an employee's service is terminated by reason of death, the District will pay the employee's estate, or in such other manner as the District may deem appropriate, for accrued but unused sick leave according to the established schedule.

For the purpose of computing pay for unused sick leave, a creditable year of service shall be six school months of service during the contract year. This is equivalent to one hundred twenty (120) school days of full-time employment.

G. ACCEPTANCE OF SICK LEAVE TRANSFERRED BY OTHER OKLAHOMA SCHOOL DISTRICTS

The District shall obtain and record the unused sick leave balances accumulated in another Oklahoma school District, providing that the lapse of time between leaving the previous district and beginning employment with TTC is less than a school year. TTC will assume that a sick day accumulated in another school district is equivalent to 8 hours of sick leave.

Unused sick leave up to a total of sixty (60) days may be accepted by TTC and added to the employee's sick leave balance. Such transferred sick hours shall

be used first in case of illness. Payment for unused sick leave upon retirement or termination of contract, shall be for only those days accumulated while employed by TTC.

Support personnel shall first use ten (10) transferred sick days (80 hours) and 12 District provided sick days (96 hours) for a total of twenty-two (22) days or 176 hours in the first year of employment.

Hours accumulated from the previous employing district in excess of 60 days, will be recorded in the employee's personnel file and retained as may be required for Oklahoma Teachers Retirement System purposes.

H. MISUSE OF SICK LEAVE BENEFITS

In order that maximum benefits may be provided to all employees in time of valid need, it is imperative that controls be exercised to avoid the misuse of sick leave.

An employee who attempts to take unfair advantage of sick leave benefits shall be subject to dismissal or other disciplinary action. In a situation where an employee's absence extends for a period of three (3) consecutive workdays or longer, certification of the medical condition causing the absence and the employee's ability to return to work, as provided under FMLA, may be required in order to approve a request for use of sick leave and subsequent return to work.

11-2 Sick Leave Sharing Program

The District shall establish a Sick Leave Sharing Program for regular full-time employees under the following guidelines.

- A. Definitions – Certain terms used in this program shall have the following meanings:
1. "Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee;

2. "Household members" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune;
3. "Severe" or "extraordinary" means serious, extreme or life-threatening; Including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom ; and
4. "Regular full-time employee" means an employee who has been approved by the Board of Education to fill a full-time position created by the Board of Education

The Sick Leave Sharing Program shall be administered by the Human Resources Department by set guidelines as outlined below:

B. Guidelines

1. Sick leave days may be donated to specific employees as outlined in the following Procedure for Management of Sick Leave Sharing Program.
2. The Sick Leave Sharing Program shall permit regular full-time employees to donate sick leave to another regular full-time employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, physical or mental condition or the death of an immediate family member, which has caused or is likely to cause the employee to take leave without pay or to terminate employment. The Sick Leave Sharing Program shall not be utilized for worker's compensation illnesses or injuries of the employee.
 - An employee may request Sick Leave Sharing for bereavement in the case of the death of an immediate family member, when the employee's

sick leave balance is exhausted. No more than five (5) days of donated sick leave for bereavement may be donated by an employee per school year.

3. Donated sick leave may be requested only after the employee has used all of his/her vested sick leave days, personal business leave days and vacation days, or within 14 days of anticipated exhaustion of all paid leave not including the sub-deduct benefit.
4. Employees may donate only the sick leave days they have earned and the donations shall not cause their sick leave balance to fall below ten (10) days.
5. Any shared sick leave not used by the recipient during each occurrence as determined by the sick Leave Sharing Program Committee shall be returned to the donor. The shared sick leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to the sick leave balance of each donor.
6. The sick leave compensation will be paid at the daily rate of the donee, not the donor.
7. Donated sick leave cannot be transferred to another school district or paid for by the District upon termination of employment.
8. The employee shall not earn additional sick leave days while using sick leave from the Sick Leave Sharing Program.
9. An employee shall not be entitled to receive sick leave pay for non-contract days.
10. An employee shall not be able to use more than is required to bridge the District's Long Term Disability Plan elimination period, less any employee unused paid leave available. However, no more than one hundred (100) days of shared sick leave during total District employment.
11. Employee must have 1 year of employment with the District to be eligible to receive donations

12. If employee requesting Sick Leave Sharing has had disciplinary actions for attendance within the last 3 (three) years they are disqualified from participating

C. PROCEDURE FOR MANAGEMENT OF SICK LEAVE SHARING PROGRAM

1. A written request to use the Sick Leave Sharing Program shall be filed with the Director of Human Resources by the employee or a representative of the employee who wishes to use the Sick Leave Sharing Program.
2. The Director of Human Resources or his/her designee and a designated representative from TAV-TACT will consider and approve qualified Sick Leave Sharing requests not related to bereavement or maternity.
3. The Director of Human Resources will consider and approve qualified Sick Leave Sharing requests related to bereavement for a member of the immediate family, as well as pregnancy, miscarriage, childbirth, and childbirth recovery.
4. Employees enrolled in the District Short Term Disability program and approved for payments are eligible for donations only for the 7 (seven) day waiting period.
5. The medical certificate must be from a physician verifying the severe or extraordinary nature and expected duration of the condition and the employee may be required to produce additional certifications to verify the continued severe or extraordinary nature of the condition and the expected duration.
6. The request must meet the definition of "Severe or extraordinary"
7. The employee shall also complete a release stating that Human Resources and the TAV-TACT representative will be authorized to receive information regarding the nature and extent of the applicant's condition or the condition of the household member for which leave it requested. Requests will not be considered until a release has been received from the employee.

8. The Director of Human Resources or his/her designee and designated TAV-TACT representative shall consider the request and accept or reject the use of the Sick Leave Sharing Program within five (5) work days from receipt of the written request for sick leave and subsequent receipt of all requested information. Facts to be included are name of recipient, reasons for requesting sick leave, nature of illness or injury and anticipated length of absence.
9. The recommendation shall only be made if the employee meets the criteria and abides by the procedures described in this program. Criteria to be evaluated are limited to medical condition meeting the definition of severe or extraordinary.
10. If the approval to use the Sick Leave Sharing Program is granted, Human Resources shall notify district employees via District intranet resources, within two (2) workdays of the committee's decision that an employee is in need of donated sick leave days.
11. Employees will file a form, furnished by Human Resources, indicating their desire to donate sick leave. Donations will be in units of one or more full days (preferably, one day per employee) up to an individual maximum of five (5) days per donor per occurrence. A record of donors and number of days donated will be kept and calculations will be made to move days from the donor's to the donee's sick leave record.
12. If all of the donated sick leave is exhausted before the affected employee can return to work, the President of the Association may request that Human Resources inform district employees of the need for additional donations of sick leave days provided the total number of days does not exceed the limit of 100 days. No more than two requests in total shall be made.
13. All unused donated sick leave will be returned to the donors on a prorated basis. A donor shall not receive more days than he/she contributed.

14. The Director of Human Resources or his/her designee and a designated representative from TAV-TACT shall have authority to re-evaluate the original decision regarding the recommendation to accept or reject the use of the Sick Leave Sharing Program and revise their recommendation based only on new information affecting the Sick Leave Sharing Program eligibility of the requesting employee.
15. Employees by participating in the Sick Leave Sharing Program agree to abide by the decision.
16. All documents submitted by employees seeking sick leave sharing, including but not limited to medical information, and all documents relating to the donating employees, shall be maintained on a confidential basis to the extent permitted by law.
17. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for purposes of the sick leave sharing program.

11-3 Bereavement Leave

All full-time employees will be eligible for 3 days (24 hours) bereavement leave as needed. The term "immediate family" is defined to mean husband and wife and the following relatives: father, mother, son, daughter, brother, sister, grandparents, grandchildren, and corresponding relatives by affinity (marriage and step relationship). If additional days are needed, the employee may use sick leave.

11-4 Personal Business Leave

School policy provides for four days of non-cumulative personal business leave per fiscal year with full pay. This personal leave will be recorded in hourly increments, totaling 32 hours annually. During the first year of employment, employees will accrue one personal business leave day (8 hours) for each two full calendar months of employment, up to a maximum of four personal business leave days (32 hours).

The four days or 32 hours or some combination not to exceed 32 hours may be used for discretionary purposes, including doctor and dentist appointments. Requests for personal business leave must be submitted on a "Personnel Absence Request" form to the employee's immediate supervisor at least two work days in advance. The two work day provision may be waived for extenuating circumstances by the employee's Campus or Department Director or other appropriate administrative official. The dates for all personal business leave must be approved by the employee's Campus or Department Director or other appropriate administrative official. Approval will be based on staffing requirements, employee's length of service and extenuating circumstances.

A personal business leave day that has been requested and approved will not be deducted from an employee's record of vested personal business leave days if the employee is subsequently authorized by the Superintendent or his designee to be absent from work on that day for any other reason and the employee makes request on the proper form to cancel the personal business leave day.

On June 30th of each year, an employee's remaining unused Personal Business Leave hours are converted to Sick Leave. The conversion rate for the first 16 hours of unused Personal Business Leave is 1:2 (converting up to 16 hours of Personal Business into no more than 32 hours of Sick Leave). Unused Personal Business Leave hours in excess of 16 are converted at the rate of 1:1.

Employees who, during the year, have a need for additional Personal Business Leave in excess of the 32 hours annually awarded may, with supervisory approval, convert unused Sick Leave to Personal Business Leave. The rate of conversion is 2:1. Sixteen (16) hours of sick leave converts to eight (8) hours of Personal Business Leave. In converting to Personal Business Leave, no less than 4 hours of Personal Business Leave (8 hours of Sick Leave) may be converted per request. No more than 16 hours of Personal Business Leave (32 hours of Sick Leave) may be converted each school year.

Employees wishing to convert unused Sick Leave to Personal Business Leave must:

- A. Have supervisor approval for taking Personal Business Leave

- B. Have at least 96 hours of unused Sick Leave available.
- C. Have exhausted, or with the Personal Business Leave request, will exhaust the annual award of 32 hours, or exhaust their current unused balance of Personal Business Leave.
- D. Have not previously used more than 48 hours of Personal Business Leave in the fiscal year.
- E. Have not received Sick Leave donations via the Sick Leave Sharing Program in the current or preceding fiscal year.

11-5 Community Service Leave

All full-time employees will be eligible to apply for eight (8) hours of personal business each year for purposes of community service. The community service leave may be taken in an eight (8) hour increment or four (4) hour increment, with a limit of two four (4) hour increments per fiscal year. The District encourages employees to be active citizens and provides this day for participation in organizations and activities of benefit to the community. Examples of appropriate utilization include United Way Day of Caring or participation in other sponsored nonprofit events. Leave may not be used for events with a political or religious purpose. Such leave is noncumulative and nontransferable.

11-6 Jury Duty and Military Duty

Leaves of absence for Jury Duty will be granted according to required regulations. Employees will receive full pay, less any amounts of compensation received for serving as a juror or witness during such service. Jury Duty includes only jury or subpoenaed witness service in a civil, criminal, or juvenile proceeding. Employee will provide a statement from the court clerk as to amount received in compensation, excluding any amounts received as reimbursement or per diem.

Leaves of absence for military duty will be granted according to required state and federal regulations.

Employees should submit to the appropriate administrator absence request forms with copies of the notices or orders attached as soon as they are received. The absence request forms must indicate the expected period of absence and the reason for the leave.

11-7 Professional Leave

A. Instructors

Regular full-time instructors may be permitted to visit local industry related to their program and visit students jobbed out during normal work hours.

B. Support Personnel

Regular full-time support personnel may be permitted to attend meetings sponsored by professional organizations during normal work hours.

C. National Board Certified

Any full-time instructor achieving National Board Certified Teacher (NCBT) status may use Professional Leave to attend the Oklahoma State Department of Education reception honoring National Board Certified Teachers for the first year of the certification.

11-8 Personal Leaves of Absence - Unpaid

Personal leaves of absence may be granted for justifiable purposes and extraordinary circumstances including professional or personal reasons.

An employee requesting a personal leave of absence shall submit a written request to the Superintendent or his/her designee. Such request should include the purpose and the beginning and ending dates of the leave and be submitted, when possible, not less than one month prior to the beginning date of the requested leave. The Superintendent or his/her designee shall approve or disapprove in writing the request for a leave of absence. Approvals shall include the period of the leave, the rights of reinstatement and other benefits associated with the leave.

All extended leaves of absence shall automatically expire on June 30 of each fiscal year. Extended leaves of absence may be renewed upon written request to the Superintendent or his/her designee. If the employee does not return to work on the date specified in the written approval and does not receive approval for continuation of the leave he/she shall not be entitled to leave of absence benefits or reinstatement.

No employee can elect to be absent without pay from his/her job. Regular full-time employees who are absent from their job after exhausting all paid leave will be considered to be "Absent Without Pay". Regular full-time employees who are considered to be "Absent Without Pay" will be required to submit appropriate evidence concerning the cause of absence. Unexcused absences can result in disciplinary action.

11-9 Fall Break

The scheduling of District professional development during Fall Break will include opportunity for employees to take contracted leave on Thursday and/or Friday.

11-10 Spring Break

The holidays for all regular full-time Instructors and Counselors shall include five (5) days of spring break. The holidays for all other regular full-time employees shall include three (3), four (4) or five (5) days of spring break.

The directors for the campuses/ departments shall designate which employees are to work one (1) or two (2) days of spring break.

Employees that are required to work during spring break shall be given equivalent day(s) off, for the day(s) worked. The equivalent time off must be taken within three (3) months of the date earned or by the end of the fiscal year, whichever is sooner and must be scheduled at a time that would not unduly disrupt the operations of his/her department or the school.

11-11 Vacation Benefits

A. ELIGIBILITY

Annual vacation with pay is provided to regular full-time employees who are employed under a twelve-month contract. New employees must be employed a minimum of twelve months before becoming eligible for any vacation benefits. Exceptions to this rule, due to special circumstances, may be authorized by the employee's Campus or Department Director and an Assistant Superintendent, the Deputy Superintendent, or the Superintendent. If exceptions are approved, payment received for vacation days granted will be deducted from the employee's salary if he/she terminates prior to the stipulated nine months of employment.

B. SCHEDULING

Requests for vacation must be submitted on a "Personnel Absence Request" form to the employee's immediate supervisor at least two work days in advance. The two work day provision may be waived for extenuating circumstances by the employee's Campus or Department Director or other appropriate administrative official.

The dates for all vacations must be approved by the employee's Campus or Department Director or other appropriate administrative official. Approval will be based on staffing requirements and employee's length of service. The scheduled and approved dates will be deducted from the employee's vacation time, if so taken, unless he/she submits a "Personnel Absence Request" form requesting a change and the change is approved prior to the original dates requested. A request by an employee to change certain days of vacation to sick leave after the vacation has started will not be honored.

A vacation day that has been requested and approved will not be deducted from an employee's record of vested vacation days if the employee is subsequently authorized by the Superintendent or his/her designee to be absent from work

on that day for any other reason and the employee makes a written request on a "Personnel Absence Request" form to cancel the vacation day.

C. VACATION ACCRUAL AND USE

All employees can accumulate twice the number of vacation days earned per year. For instance, an employee who has three (3) or less years of creditable service with the District can accumulate twenty (20) days of vacation (2 x 10 days).

At no time shall the employee's accumulated balance exceed twice the annual allocation and no additional days can be accrued that cause the total amount to be in excess of this maximum.

Upon retirement or termination, persons having earned unused vacation time will be paid their regular rate of pay for such vacation. The employee may tax shelter any unused sick leave/vacation pay through District-approved plans up to the limits allowed by IRS regulations. Contact the Human Resources Department for information. Upon the death of an employee, his/her accrued vacation will be paid to the beneficiary.

An employee must work one-half of the working days of a month to receive credit toward vacation for that month.

When computing earned vacation time, absences of an employee on vacation or approved paid sick leave will be considered as time served.

Monthly accrued vacation shall be determined from the following table. See "Eligibility" section for new employee restriction.

Ten days per calendar year Class A accrual		Fifteen Days per calendar year Class B accrual		Twenty days per calendar year Class C accrual	
Creditable months of service	Earned hours	Creditable months of service	Earned hours	Creditable months of service	Earned hours
1	6.67	1	10	1	13.33
2	13.34	2	20	2	26.66
3	20.01	3	30	3	39.99
4	26.68	4	40	4	53.32

5	33.35	5	50	5	66.65
6	40.02	6	60	6	79.98
7	46.69	7	70	7	93.31
8	53.36	8	80	8	106.64
9	60.03	9	90	9	119.97
10	66.70	10	100	10	133.30
11	73.37	11	110	11	146.63
12	80.04	12	120	12	159.96

D. CREDITABLE YEARS OF SERVICE

A creditable year of service is defined as twelve consecutive months of full-time employment beginning the first of the month following the employee’s date of hire in a regular, full-time position.

An employee returning from an approved leave of absence shall receive credit toward vacation increments for years of employment prior to the leave. An employee who terminates employment for any reason except due to a reduction in force or due to the expiration of a temporary contract and is subsequently reemployed will be considered a new employee and will not be given credit for prior years of service in calculating vacation eligibility. An employee must be reemployed within two (2) years of a reduction in force or expiration of a temporary contract in order to qualify for prior years of service credit in calculating vacation eligibility.

Eligible employees shall be entitled to annual vacation with pay according to the following schedule:

Creditable Years of Service Completed		Hours of Annual Paid Vacation
Class A	1-3.....	80
Class B	4-6.....	120
Class C	7 or more.....	160

Employees will start earning 120 hours of annual paid vacation during their fourth year of creditable service and 160 hours during their seventh year of creditable service.

11-12 Group Employee Insurance Benefits

The District shall provide group health, vision, dental, life and long term disability insurance benefits for all regular full-time employees. The insurance company selected is to be mutually agreed upon by the Association and the District. Any exception to this requirement must concern itself with only two factors: (1) benefit coverage and (2) premium costs.

New employees are eligible to participate in the District's Group Insurance Program as specified in the Group Policy.

Employees may elect to have their eligible dependents covered by the District's Group Medical Insurance Plan. The District shall pay \$550.00 per month toward the dependent health insurance. The premium costs above \$550.00 per month for dependents are to be paid by the employee through payroll deductions. If the cost of dependent health insurance is less than \$550.00 per month, the difference will be added to the employee's gross pay.

If an employee does not need family coverage, \$550.00 per month will be added to his/her gross pay.

If an employee is in "out-of-pay" status for any reason, the District shall not contribute the \$550.00 monthly for dependent premiums, nor will this amount be paid to the employee.

For any regular full time employee who has at least five years of continuous service with the District, and is the subject of dismissal due to a reduction-in-force, the District will pay the employee's COBRA premiums for medical coverage only for a period not to exceed six (6) months. This benefit will terminate when the former employee accepts other employment. Upon the passage of six months, the employee must remit COBRA premiums to retain employee medical coverage.

COBRA related premiums for other benefit coverage (dental, vision) and for employee dependents is the responsibility of the employee upon termination of employment with the District.

A summary of the benefits of each Group Insurance Plan is included in the corresponding certificate and/or booklet issued to each employee. The actual terms and conditions are controlled by the Group Policies.

11-13 Tuition Waiver for Employees and Eligible Immediate Family Members (Non-work related classes)

Regular Full-time employees and their eligible immediate family members (spouse and son and/or daughter) may enroll in District adult programs tuition free, when space is available and there is no additional expense to the District for the enrollment and participation in the class. If there is an additional expense, and space is available, the employee and eligible family members may enroll by paying the actual additional expense.

The applicant should present the original completed and approved form to the person responsible for enrolling students in the indicated course/program no more than two (2) working days prior to the beginning of class.

11-14 Tuition Waiver for Employees Only (work related classes)

Work-related training for employees will be made available in cases that will enhance classroom instruction or improve the work environment. The following criteria will be used:

- A. Instructional staff will be given preference.
- B. Employees must meet all admission requirements for the class.
- C. Enrollment will be based on approval from the employees Campus/ Department Director and forwarded to the Human Resources Director.
- D. The cost of textbooks will be reimbursed if the textbooks are used for classroom reference and become the property of Tulsa Technology Center.

- E. High demand areas will be addressed through Staff Development (i.e., large number of staff members requesting enrollment in the same classes).
- F. If the employee does not attend or complete the class, the employee will be required to pay for the class.
- G. If a waiting list exists, the staff member will be placed on the waiting list like any other student, and enter when the staff member's name rises to the top of the list.
- H. The Superintendent or the Superintendent's designee will determine the number of enrollees required to justify the class being held.

11-15 Commercial Driver's License (CDL) With Passenger Endorsement

The District will reimburse the cost of a commercial driver's license (CDL) with passenger endorsement of any regular full-time employee (who is required by their job description) and any full-time instructor to obtain and maintain a commercial driver's license (CDL) with passenger endorsement.

11-16 Summer School Courses

Regular full-time instructional employees shall be allowed to attend summer school courses during regular business hours. The use of INWDs will be required, in the event that there is a zero balance of INWDs, the instructor must apply for leave of absence without pay. Approval must be received prior to the summer school course session begins.

ARTICLE 12 - RETIREMENT BENEFITS

12-1 Oklahoma Teachers' Retirement System

The District shall pay the retirement contributions upon employment for all regular full-time employees enrolled in the Teachers Retirement System of Oklahoma.

12-2 Miscellaneous Retiree Benefits

A. MEDICAL, DENTAL, AND VISION INSURANCE

Early retirees (age 55-65) and retirees under the age of 55 (who retire with full service retirement benefits [100% vested] through the Teacher's Retirement System of Oklahoma) with 10 years of continuous regular full time District employment may continue medical, dental, and vision insurance coverage for themselves and their eligible dependents under the District's Plan at regular group rates provided the carrier agrees. The total premium costs for the employee and dependents must be paid by the employee except under the following conditions.

The District shall pay the cost, up to \$300.00 per month, for medical, dental, and vision insurance coverage for retirees who retire at an age between 60 and 65 years old under the Teacher's Retirement System of Oklahoma. However, eligible retirees who were employees of record on June 30, 2007 upon retiring with full TRS benefits (if under the age of 55), or at age 55 to age 60, shall receive this benefit at the rate of \$150 per month, for all months prior to reaching the age 60 and then at the rate of \$300 per month until reaching the age 65. The \$150.00 and the \$300.00 payments will be averaged and paid out in equal monthly payments. The retiree may choose to continue in the District group plan, if the carrier agrees, participate in the State and Education Employees Group Health Insurance Plan or enroll in another medical insurance plan.

Payments will be scheduled to commence on a District payday in the month following the latter of either the date of retirement, or the date of the eligible birthday. The final payment will be made on the payday of the month prior to the 65th birthday.

In any case, these payments will cease in the event the retiree enters new employment and is eligible to be covered under a paid insurance plan. In no event will the payments be made after the retiree reaches age 65.

B. ADULT TRAINING AND DEVELOPMENT (SHORT TERM)

Retirees with ten (10) years or more of service may attend District Short Term Adult Training and Development Courses tuition-free when space is available.

C. SUPPLEMENTAL RETIREMENT BENEFIT FOR EMPLOYEES OF RECORD ON JUNE 30, 2007

1. Retirement is voluntary. Early retirement shall be strictly optional with the employee. No employee shall be forced to retire earlier than desired.
2. Eligibility. This policy shall apply only to regular full-time employees who have: (a) been employed continuously as a regular full-time employee by this school district for at least ten (10) years preceding the date of retirement; (b) attained the age of sixty-two (62) prior to the date of retirement and have not attained full retirement age as defined by the Social Security Administration, and, (c) been approved for retirement payments from Oklahoma Teachers' Retirement System and (d) were employees of record on June 30, 2007.
3. Supplemental Retirement Income. Calculation of the retirement income supplement shall be based on the position and the OTRS calculated average salary of the employee at the time of retirement. For all eligible employees, the retirement income supplement shall be the approximate difference between the monthly amount the retiree actually receives from Oklahoma Teachers' Retirement System and the monthly amount the retiree would have been entitled to receive from Oklahoma Teachers' Retirement System if the employee had elected to retire at full retirement age as defined by the Social Security Administration. Since the retirement income supplement shall be based on the employee's position and OTRS calculated average salary on the date of retirement, any salary increase which the employee might have received if the employee had elected to retire at full retirement age as defined by the Social Security Administration, or any different OTRS calculated salary resulting from

inclusion of any time period after actual retirement shall not be considered when figuring the retirement income supplement.

All payments under this policy shall commence with the month in which the eligible retiree receives his/her first retirement payment from Oklahoma Teachers' Retirement System and shall continue on a monthly basis until the end of the month in which the retiree attains full retirement age as defined by the Social Security Administration, at which date the supplemental retirement income payment will terminate. All supplemental retirement payments will terminate in the event of the retiree's death.

4. Notice. An employee who desires to receive supplemental retirement benefits under this policy shall notify the Superintendent in writing, requesting said benefit, at least ninety (90) days prior to the employee's retirement date. The notice shall state the proposed retirement date.

NOTE: THE DISTRICT MAY OFFER ADDITIONAL RETIREMENT BENEFITS. PLEASE CONTACT THE HUMAN RESOURCES DEPARTMENT FOR INFORMATION AT LEAST NINETY (90) DAYS PRIOR TO RETIREMENT.

D. PAY FOR UNUSED SICK LEAVE AND VACATION ACCRUALS

The employee may tax shelter any unused sick leave/vacation pay through District-approved plans up to the limits allowed by IRS regulations. Contact the Human Resources Department for information

ARTICLE 13 - MISCELLANEOUS CONDITIONS

13-1 Work Year for Those Not on 12 Month Contracts

The work year for 11 month personnel (Instructors, Instructor/Coordinators, and Counselors) shall normally start the first week day in August and end at the conclusion of the employee's work shift of the last week day in June. If the School

Year must be extended, due to unforeseen circumstances, to fulfill the minimum State of Oklahoma teaching day requirement the employee's work year will be extended accordingly. Other 11 month contract periods may be specified for new teachers, teacher and counselors in 12 month programs or due to other reasons of importance to the District.

INWD Guidelines

- A. Instructors shall be contracted for 12 months with 21 unpaid non-work days, resulting in a requirement for 11 work-months within the 12 month period. Instructors shall receive Independence Day as a holiday. The scheduling of the 21 Non-work days shall be at the discretion of the Administrator supervising the program in consideration of program needs. It is expected that scheduling non work days will occur primarily and normally during the months of June and/or July. Any adult program which is organized to continue year round is exempt from the prohibition against hiring a substitute in order to permit an instructor scheduling a non-work day. Administrators will use their judgment in these situations to (a) provide the instructor with appropriated non-work time, and (b) minimize negative impact on student achievement. Prior to July 1 of each year, each program administrator shall establish a calendar of days during the coming fiscal year acceptable for scheduling non-work days by teachers.
- B. Scheduled non-work days will be conducted using the District's PAR system and must be pre-approved by the employee's supervisor. A PAR must be submitted at least 2 days prior to the scheduling of any instructional non-workday. Exceptions may be made at the supervisor's discretion. Non-work days may be taken in half day increments, with a limit of four half days per fiscal year. These days may be taken only when a sub is not required and do not carry forward from one fiscal year to the next. The remaining days must be taken in daily increments, not half or partial days and non-work days do not carry forward from one fiscal year to the next. Twenty-One Instructional Non-work Days are awarded on a fiscal year basis.

- C. Non-work days have no value for pay or accrual purposes with the exception of any instructor who is required to work because of business needs in a fashion which does not allow for the taking of all the 21 non-work days contracted, will be paid his/her average daily rate of pay for each non-work day that is actually worked. Every attempt should be made to take all of the 21 non-work days. Non-work days may not be carried forward from one fiscal year to the next. Instructors that leave the District prior to fulfilling their annual contract (retirement, leaving for other employment, etc.) will be subject to the reimbursement to the District of used INWD's. Details of the calculation and reimbursement would be available at the time of separation from the District.
- D. In the event that an instructor moves into a non-INWD eligible position a calculation of in the INWD balance would be completed for the current fiscal year.
3. If the instructor has utilized all 21 INWD's a calculation would occur to determine the amount to be reimbursed to the District. Details of the calculation and reimbursement would be determined at the time of the change in position.
 4. If the instructor has not utilized all 21 INWD's, a calculation would occur to determine the amount to be distributed to the instructor. There are two options available to the instructor; paid (considered taxable income) for the amount or conversion to vacation days.

The work year for support personnel on a 10 month contract shall begin on the first week day in August and end on the last weekday of May. If the School Year must be extended, due to unforeseen circumstances, the employee's work year will be extended accordingly.

13-2 Pay Periods

The normal payday for all regular full-time employees will be the last scheduled work day of each month.

13-3 Meal Periods

All regular full-time employees shall have no less than thirty (30) consecutive minutes each scheduled work day for a meal period during which time they shall be given no duties except in emergency situations.

13-4 Personnel Files

Upon written request, employees shall have the right to review the contents of their personnel file with the exception of any confidential references given at the time of employment or the time of application for promotion. At the employee's request, a representative of the Association may accompany the employee in this review. The review shall be made in the presence of the administrator responsible for the safe keeping of the file. A copying machine shall be available for that employee to make copies of the contents and records which concern him/her. The cost of the copies may be charged to the employee.

13-5 Notification Concerning Continued Employment/Reemployment

A. CERTIFIED AND NON-CERTIFIED INSTRUCTIONAL PERSONNEL

O.S. 70-6-101 (amended in 2009) states, "A board of education shall have authority to enter into written contracts with teachers for the ensuing fiscal year prior to the beginning of such year. If, prior to the first Monday in June, a board of education has not entered into a written contract with a regularly employed teacher or notified him in writing by registered or certified mail that he will not be employed for the ensuing fiscal year, and if, by fifteen (15) days after the first Monday in June, such teacher has not notified the board of education in writing

by registered or certified mail that he does not desire to be reemployed in such school district for the ensuing year, such teacher shall be considered as employed on a continuing contract basis and on the same salary schedule used for other teachers in the school district for the ensuing fiscal year, and such employment and continuing contract shall be binding on the teacher and on the school district."

While the District will give notification to both certified and non-certified teachers by the first Monday in June, such notification does not constitute a "continuing contract" for non-certified teachers.

B. SUPPORT PERSONNEL

The District, no later than June 1, shall give reasonable assurance of employment in writing to any support employee the District intends to employ for the subsequent fiscal year.

13-6 Compliance with Board Policy PER 18, Drug-Free Workplace

In support of Board Policy PER-18, which established a plan for a Drug-Free Workplace and in full compliance with federal and state statutes, including Oklahoma Standards for Workplace Drug and Alcohol Testing Act, OKLA. STAT. tit. 40, §§ 551 et seq. (Supp. 1994), employees may be required to participate in a drug and alcohol testing program which will include "for cause" and "reasonable suspicion" testing requirements.

For cause and reasonable suspicion testing protocol will be that which is specified by Oklahoma statutes and by Board policy PER 34. As required by law, certain employees (bus drivers and others regulated by the Department of Transportation) are subject to random periodic drug and alcohol testing.

Employees found to have violated Board Policy, by reporting to work or being at work in an impaired condition, or those possessing, distributing, or using alcohol or an illegal chemical substance in the workplace will be subject to discipline as provided by Oklahoma School Law and Board Policy. Illegal chemical substance

includes, but is not limited to, all scheduled drugs as defined by the Oklahoma Uniform Controlled Dangerous Substances Act, all prescription drugs obtained without authorization and all prescribed drugs and over-the-counter drugs being used for an abusive purpose.

Pre-employment drug and alcohol testing of successful job applicants will occur prior to hiring, for regular and non-regular employment.

13-7 Compensatory Time

Employees may receive in accordance with Section 7 of the Fair Labor Standards Act, and in lieu of overtime compensation, compensatory time off at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is required by law. An example is that 2 hours of overtime may instead be compensated by allowing 3 hours of regular-paid time off at a later date. This compensatory time is also called "Comp Time."

This substitution of time off in place of the payment of salary at the rate of time and one-half, must be agreed upon by the employee prior to the work for which overtime pay would otherwise be payable. Comp time earned by the employee must be taken within 3 months of earning said comp time, and prior to the end of the fiscal year. Taking time off as Comp time is accomplished by use of the PAR system and is subject to supervisory approval in advance. Comp time earned but not taken by June 30 of each year will be paid as overtime wages.

Compensatory time is recorded in the PAR system and may be taken with prior supervisory approval in one hour increments.

ARTICLE 14 - NONASSOCIATION EMPLOYEES/GROUPS

This Agreement or any of its terms, conditions and provisions shall not be construed to preclude any legitimate employee or group, not members of or represented by the Association from being entitled to present any matter to the Superintendent or his/her designee which they feel pertinent to a condition of employment within the School District.

Any person who desires not to be represented by the Association, as provided for in this Agreement, may so state in writing to the Board of Education of the District at any time and with regard to any matter of his/her employment.

ARTICLE 15 - DISCRIMINATION PROHIBITED

15-1 General

It is the policy of the District that no person shall on the grounds of race, color, religion, national origin, sex, age, marital or veteran status, or a qualified person with a disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or in recruitment, consideration, selection or employment, promotion or any other activity for which the District is responsible.

The Association agrees that it will not discriminate against any member, employee, student or person because of race, color, religion, sex, national origin, age, handicap, marital, or veteran status.

15-2 Agreement Rights

No employee shall be discriminated against by the Board of Education of the District, Superintendent or any other administrative officer of the District or by the Association, its officers or any member thereof because of exercise or nonexercise of rights under this Agreement or the laws of the State of Oklahoma.

ARTICLE 16 - SAVINGS CLAUSE

Should any provision of this Agreement or any application of this Agreement to any employee be declared illegal by any ruling or regulation of any government authority or by a court of competent jurisdiction, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. Such ruling or regulation shall not affect the validity of the remainder of the Agreement and all other provisions and applications shall continue in full force and effect.

ARTICLE 17 - SOLE AGREEMENT

This Agreement represents the sole existing agreement between the District and the Association and terminates all other Agreements whether oral or written.

ARTICLE 18 - DEFINITIONS

The following are definitions of the terms (words) used in this Agreement.

A. Regular Full-Time Employee

A regular full-time employee is a staff member who is a member of the bargaining unit represented by the Association and who has been approved by the Board of Education to fill a full-time position created by the Board of Education.

ARTICLE 19 -DURATION OF AGREEMENT

This agreement will take effect on the 1st day of July, 2016 and will be in full force and effect through 12:00 midnight June 30, 2017. Either party may request that negotiations be initiated for the terms of a successor agreement by written notification to the other party in accordance with the provisions of the Negotiations Procedures of the Agreement. If proper and timely notification is not tendered, then all terms and conditions contained herein will be renewed for a period of one year from the expiration date shown. This agreement will be automatically renewed on a year-to-year basis thereafter unless either party submits proper and timely notification that they desire to commence negotiations for the terms of a successor agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 25 day of July 2016.

TULSA AREA VOCATIONAL-TECHNICAL
ASSOCIATION OF CLASSROOM TEACHERS

Angela Durant-Tyson
ASSOCIATION PRESIDENT

Brandi May
ASSOCIATION SECRETARY

Hennetta Love
ASSOCIATION NEGOTIATIONS REPRESENTATIVE

Julie L. Spears
ASSOCIATION NEGOTIATIONS REPRESENTATIVE

TULSA TECHNOLOGY CENTER
SCHOOL DISTRICT NO. 18
BOARD OF EDUCATION
TULSA COUNTY, OKLAHOMA

Sharon Whelpley
PRESIDENT, BOARD OF EDUCATION

DR Jim Baker
CLERK, BOARD OF EDUCATION

[Signature]
SUPERINTENDENT

Pam Wilescheidt
CHIEF HUMAN CAPITAL OFFICER

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