

2018-2019

**PROCEDURAL AGREEMENT
BETWEEN
DEER CREEK PUBLIC SCHOOL INDEPENDENTSCHOOL DISTRICT I-6 OKLAHOMA COUNTY
AND
DEER CREEK ASSOCIATION OF CLASSROOM TEACHERS**

PROCEDURAL AGREEMENT

1. **DEFINITIONS:** The Board of Education of Deer Creek Independent School Number I-6, Oklahoma, hereinafter referred to as the "Board", said Board being legal representative of the electors of Independent School District Number I-6 of Oklahoma County, Oklahoma, and the Deer Creek Association of Classroom Teachers, Oklahoma County, Oklahoma, hereinafter referred to as the "Association", hereby enter into the following agreement regarding negotiations.

2. **RECOGNITION:** The Board recognizes the Association as the exclusive bargaining representative for all certified personnel employed by the Deer Creek Public Schools. Such representation shall exclude positions titled superintendent, principal, and such other positions which are supervisory in nature and carry the authority to evaluate certified personnel.

3. **SCOPE OF BARGAINING:** The Board and Association agree to participate in good faith negotiations with the duly designated representative of the Association on all items required by state statute (70-509.6) to be negotiated.

4. **STATUTES AND POLICIES:** The Board and Association shall abide by all applicable local board, state, and federal statutes, rules, and regulations.

5. **INITIATION OF NEGOTIATIONS:** The Board and Association agree to an initial bargaining meeting not to occur before January 2nd nor later than May 1st of any calendar year. Both agree that the initial bargaining meeting shall take place no later than thirty-one (31) calendar days after written notification of intent to bargain by either the President of the Board or President of the Association. Such written notice to begin bargaining shall be made from the President of the Board to the President of the Association, or from the President of the Association to the President of the Board. Representatives of the Board and the Association shall present to each other their proposed items for negotiation at the first bargaining meeting.

6. **NEGOTIATION SESSIONS:** At the initial negotiations session, the parties shall agree upon meeting days, times, and places, and session length, which may be changed upon consent of both parties. Discussion at the bargaining table will be lead by the spokespersons of each team. Only those members who comprise the negotiating teams will be present in the room during negotiations. Before the adjournment of each meeting, a tentative agenda for the next meeting shall be established. Each team shall consist of no more than eight (8) members.

7. **REOPENING NEGOTIATIONS:** Negotiations may be reopened to consider the current contract by mutual agreement.

8. **TENTATIVE AGREEMENT:** Any tentative agreement reached shall be written, dated, and initialed by the spokesperson of each team. When agreement is reached on the total package, it shall be submitted to the Association and the Board for ratification.

9. **IMPASSE AT START OF SCHOOL YEAR:** If negotiations are not successfully concluded by the first day of school, a state of impasse shall exist. At any earlier time either party may declare that an impasse exists. No action in this article shall be construed as to prohibit the parties from continuing to negotiate a mutually acceptable agreement until the date of the first fact finding hearing.

10. **MEDIATION:** In the event the negotiating teams in the exercise of good faith, cannot reach agreement on items being negotiated, and it appears an impasse is imminent, a recess period of two (2) days shall be declared. Following the recess period either party shall have the right to declare an impasse and request the dispute be submitted to mediation. Upon such declaration, the parties shall mutually notify the Federal Mediation and Conciliation Services of the impasse and shall request mediation services.

11. **FACT-FINDING:** A procedure for resolving impasses will be developed by the board of education and the representatives of the organization. Said procedure shall include the actions set forth in this section and may include such other actions as are agreed to by both parties. Unless otherwise provided for by law, a day means calendar days. Time limits set forth herein may be extended by mutual agreement of the parties.

A. If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time, either party may declare impasse. Upon reaching of impasse, the items causing the impasse shall be referred to a three-member fact-finding committee. This committee shall consist of:

1. One member who shall be selected by the representatives of the organization within five (5) days after the reaching of impasse;
2. One member who shall be selected by the local board of education within five (5) days after the reaching of impasse; and
3. One member who shall serve as chairperson of the committee and shall be selected as follows:

a) The State Board of Education shall appoint as fact-finders not less than twenty nor more than thirty persons to be placed on the State Superintendent's list of fact-finders. The appointees must reside in Oklahoma, must be neutral and unbiased and must be knowledgeable in the fields of school operations, school finance, personnel management, dispute resolution and hearing procedures. The appointees shall not currently be elected public officers or employees of a board of education or officers or employees of an organization of education employees. No person who is related with the second degree by consanguinity or affinity to an elected public officer, to an employee of the local board of education that is involved in the impasse, or to an employee of an organization of education employees shall be eligible to serve as a fact-finder.

b) An appointee shall serve until such appointee resigns or is removed by the State Board of Education from the State Superintendent's list of fact-finders. An appointee must be removed immediately if he or she becomes an elected public officer or employee of a board of education or an officer or employee of an organization of education employees.

c) Within ten (10) days of being notified that a fact-finder is needed, the State Superintendent of Public instruction or designee shall provide the names of five potential fact-finders selected at random from the list of appointees who are available to serve as a member and the chairperson of the committee. The parties shall select the fact-finder from the five names with fifteen (15) days after receiving the list of fact-finders.

d) It shall be the responsibility of the State Board of Education to establish rules, regulations, training, hearing procedures, and payment schedules to implement the provisions of this paragraph.

B. Within five (5) days after the selection of the chairperson, the representatives who have been negotiating for the board and for the organization shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairperson and other members of the committee.

C. The chairperson shall convene the committee for fact finding. This committee shall meet with the representatives of both parties. Within twenty (20) days after the chairperson is selected, the committee shall present written recommendations to the local board and to the organization.

D. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the board and for the organization. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting the representatives shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.

E. The local board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the local board of education shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation. (70-509.7)

Note: Amended by HB 1982, Sec. 2, of the 1994 Reg. Sess.

12. **DURATION:** This agreement shall become effective upon ratification by both parties and upon signing by the President of the Board and the President of the Association. It shall continue in effect until either party shall notify the other in writing of the intent to renegotiate any or all of its provisions, provided that, without the mutual consent of the two parties, no such renegotiations of this agreement shall be conducted while negotiations of the master contract are in progress.

2018-2019

**MASTER CONTRACT AGREEMENT BETWEEN
DEER CREEK PUBLIC SCHOOLS INDEPENDENT SCHOOL DISTRICT I-6 OKLAHOMA COUNTY
AND
DEER CREEK ASSOCIATION CLASSROOM TEACHERS**

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ARTICLE 1: DURATION OF AGREEMENT

This agreement is entered into between the Deer Creek Board of Education hereinafter referred to as the Board, and the Deer Creek Association of Classroom Teachers, hereinafter referred to as the Association, and shall become effective at the time of the ratification by both parties and upon signing by the President of the Board and the President of the Association. This agreement supersedes all previously ratified agreements between the Board and the Association. This agreement shall remain in full force and effect until such time as a successor agreement is ratified or otherwise finalized in accordance with the provisions of the procedural agreement. All provisions of this agreement affecting compensation and leave shall be retroactive to the first reporting date of each teacher's contract for the school year in which the master contract is approved.

This master agreement is separate from and does not include the procedural agreement, which is a separate document unto its self.

11-12

ARTICLE 2: DEFINITIONS

Teacher - A duly certified or licensed person who is employed to serve as a teacher, counselor, librarian, or school nurse or in any instructional capacity

Association - Deer Creek Association of Classroom Teachers Oklahoma County

District - Deer Creek Public School District I-6 of Oklahoma County

Board - the elected governing and policymaking body of the Deer Creek Public School District I-6 of Oklahoma County

Association President(s) - elected president(s) of the Deer Creek Association of Classroom Teachers

Superintendent - Executive officer of the Board of Education

Association Representative - Any member of the Deer Creek Association of Classroom teachers, who is an employee of the district, as designated by the president of the association

Agreement - This contract duly ratified and signed by the Board and the Association

School - work location at which teachers perform their job functions

Board Policy - a course of action adopted by the Board

Immediate Supervisor- principal or other person to whom teachers are directly responsible

Probationary Teacher - a teacher who has completed fewer than three (3) consecutive complete school years in such capacity in one (1) school district under a written teaching contract

Career Teacher - a teacher who has completed three (3) or more consecutive complete school years in such capacity in one (1) school district under a written teaching contract and has been rehired for a 4th year

Resident Teacher – any licensed teacher who is employed in an accredited school to serve as a teacher under the guidance of a mentor teacher and residency committee.

Teacher School Year- 180 days

Day - Days shall mean teacher employment days, except as otherwise indicated.

Seniority – shall be defined as the unbroken service as a teacher in the District beginning with date of hire. Date of hire: 1. Date of Board of Education approval; 2. If date of board approval is the same, prior years of teaching service in the district shall constitute seniority; 3. If prior years in the district are equal, total years of teaching experience shall constitute seniority. Teachers employed as less than full-time teachers accrue seniority in proportion to the amount of time employed.

Daily Rate of Pay – 1/180th of individual teacher's base pay with TRS credit.

Immediate Family- Shall include spouse, teacher's children, step-children, father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild or sibling or any other member residing in the immediate household.

PLC- a group of teachers and administrators collaborating as a team using data-driven goals to improve student achievement and success for all.

Late Start- a time designated for the purposes of PLC team collaboration. Those Wednesdays for Late Start approved by the Board will be considered part of the DCPS teachers work day (*pursuant to Article 24*).

16-17

ARTICLE 3: SAVINGS CLAUSE

Should any part of this Agreement be declared invalid by statute or a court of competent jurisdiction, said part shall be automatically deleted from the Agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted part. If mutually acceptable to the Board and the Association, negotiations may commence at any time for the purpose of arriving at a legally permissible replacement for the deleted part.

11-12

ARTICLE 4: ASSOCIATION RIGHTS

Upon written request by the Association president or the spokesperson for the Association's negotiating team, the Board shall provide the Association reasonable access to compiled public information. The Board shall permit the Association use of school facilities for meetings of its general membership or Association committees as designated by the Association president. Request for use of school facilities shall be required. A written request for a large group meeting shall be made to the building principal and superintendent at least one week in advance of the meeting. All Association meetings will take place outside the teachers' work day. The Board shall permit the Association limited use of school duplicating machines, copy machines, and audio-visual equipment on the school premises. Such use shall be at a \$.05 per copy. The Association shall have the right to use a portion of the bulletin board in each teacher workroom/lounge. Information placed on the bulletin board shall be removed the day after the date of the event. The Association will be granted a brief time, not to exceed 15 minutes during the teacher in-service day at the start of each school year. Each teacher shall receive a copy of the master contract upon signing their individual contract. ACT may schedule a meeting of its members on a work day not to exceed two (2) hours when three (3) work days are scheduled at the beginning of the school year. It will be the Association's responsibility to maintain records of copies run. Payment will be made at the end of each semester.

10-11

ARTICLE 5: TEACHERS RIGHT TO ENGAGE IN PRIVATE BUSINESS

Any teacher has the right to engage in lawful private enterprise or other gainful employment in addition to his/her employment with the district. Any such private enterprise or employment shall not interfere with the defined teacher duty day or with any extra-duty assignment. No teacher shall be discriminated against, either directly or indirectly, in matters of employment or evaluation as a result of private enterprise or employment outside the district.

11-12

ARTICLE 6: TEACHERS' RIGHT TO TUTOR FOR A FEE

Any teacher of the district shall have the right to engage in the business of private tutoring for a fee outside of the contracted school day. Only facilities and equipment necessary for educational value for Deer Creek students will be made available for the teacher's use provided that there is no conflict with other school or community activities and upon approval by the building principal. Teachers will adhere to the Facility Usage Policy EDE by filling out required paperwork and providing proof of insurance. The required Facility Usage fee will be waived for teachers.

16-17

ARTICLE 7: SCHOOL EVENTS PASSES FOR TEACHERS

Passes shall be made available for all certified personnel. These non-transferable passes shall be valid for all local school events, except events where meal cost shall be incurred by the employee. These passes will only admit the teacher and his/her immediate family. Immediate family members (Husband/Wife and Children) will be listed on the back of the pass.

ARTICLE 8: OPEN CAMPUS FOR TEACHERS

Each teacher shall be afforded the opportunity to leave the school building for lunch at his/her appointed lunch period. A sign in and out sheet will be maintained in the office to provide the principal the knowledge of the whereabouts of the teacher.

11-12

ARTICLE 9: PERSONNEL FILE

The District shall maintain a personnel file for each teacher in the central administration office. The file shall contain the following:

- a. teacher evaluation and responses and Plans of Improvements
- b. annual teacher contracts
- c. teaching certifications
- d. letters of commendation/complaint
- e. letters of reprimand or admonishment
- f. health certificates
- g. staff development points
- h. official transcripts and resumes
- i. other materials mutually agreed upon
- j. other materials deemed necessary by the Administration; the teacher shall sign said materials and have the right to make written responses.

The teacher shall have the right to review the contents of his/her personnel file. The District will provide to the teacher one copy of all documents entered in the file at the time any document is filed. Additional copies shall be provided at a cost of \$.05 per copy upon request. At the teacher's request a representative of his/her own choosing may accompany the teacher in this review. Except by an order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated teacher, the superintendent, the Board, the administrative staff of any school to which such teacher applies for employment, and such other persons as are specified by the teacher in writing.

A true copy of materials relating to the disciplinary action of a teacher shall immediately be sent to the teacher. The teacher shall sign said materials and have 10 days to make written responses to the disciplinary material. This written response shall also be placed in the file. If after three (3) years with the same administrator(s) the problem for which the teacher was disciplined has not reoccurred, the disciplinary material shall be removed from the file. When mutually agreed upon, material may be removed from a personnel file prior to the end of three (3) years.

99-00

ARTICLE 10: PARENT-TEACHERCONFERENCE DAYS

Up to two (2) days may be scheduled each year (one per semester) for the purpose of Parent-Teacher Conferences. To accommodate evening conferences, the schedule may be modified to equal a day taught.

11-12

ARTICLE 11: SCHOOL PATRONCOMPLAINT PROCEDURE

In the event of a question or complaint by a school patron involving current and ongoing teaching issues with respect to such patron's student and any teacher employed by the District, the patron shall first contact the teacher involved as a step toward resolving an actual or a potential problem. If this initial contact proves unsatisfactory, the patron should then contact the teacher's building principal. The principal shall give careful consideration to the question or complaint and may conduct his/her own investigation to determine the facts of the issue in dispute. The principal shall render professional assistance in attempting to resolve the actual or potential problem.

Documentation of these steps will be outlined in writing on the Resolution Form for Patron Concerns if contact with the principal is unsatisfactory. The patron should next contact the District superintendent, who shall also carefully consider the matter, review the completed Resolution Form, conduct any necessary investigation, and render a decision.

When presented with a question or complaint involving current and ongoing teaching issues with respect to a patron's student and a teacher employed by the District, the Superintendent shall first ascertain if the school patron has followed the established procedure. If the Superintendent determines that proper procedure has not been followed, the Superintendent shall direct the patron to follow such procedure.

In any investigation conducted by the building principal, or the Superintendent, great care shall be taken to ensure protection of the teacher's rights to due process. Every attempt shall be made to obtain the facts from the teacher's point of view, as well as from the point of view of the school patron.

The Superintendent shall take the necessary steps to communicate the procedure outlined in this article to school patrons. As a last resort and only after the steps outlined have been followed, the patron has the right to appeal the decision of the Superintendent to the Board of Education. The completed Resolution Form shall be provided to the Board for the appeal process.

Refer to School Patron Complaint Procedure Policy GBMA for Parent Concern Form.

12-13

ARTICLE 12: TEACHER EVALUATION

Within three weeks of the first teacher working day, the building principal or immediate supervisor shall orient all teachers under his/her supervision with the evaluation procedures, standards, and instruments and advise all teachers of the person(s) who will evaluate their performance. This orientation may occur in a group presentation or by individual conference. The purpose of the orientation is to encourage the mutual understanding of the evaluation system and the identification of goals and objectives for professional growth. No evaluation shall take place until such orientation has been completed.

A significant part of the teacher evaluation shall be based upon the evaluator's direct observation of the teacher's performance in the classroom or workstation for a period of at least thirty (30) consecutive minutes.

For the 2016-17 school year, according to state law, the district shall suspend formal evaluations for those teachers who have earned a highly effective or superior rating. Although a teacher may meet all of the criteria, only a certain percentage or number of teachers at each site may be chosen for suspension of evaluation based on the criteria for the 2016-17 school year for the beginning of the implementation cycle. The teachers who meet these qualifications will be notified by their principal. All teachers will continue with professional growth goal(s) and principals will be doing walk-throughs in all classrooms but these walk-throughs will not be connected to a formal evaluation.

PRE-OBSERVATION

The initial observation shall be preceded by a pre-observation conference between the teacher and the evaluator. Teachers will be notified of formal observations by the evaluator specifying a five (5)-school day time frame within which an observation may be conducted.

OBSERVATION

Probationary teachers shall be observed at least one time in the first semester and one time in the second semester. Career teachers shall be observed a minimum of one time prior to May 1st. A copy of the observation form shall be furnished to the teacher no later than (10) ten days after the day that the observation is completed. The teacher shall be afforded the right to discuss the contents of the observation form as well as any other notes taken during the observation period. Summative evaluation will take place for probationary teachers prior to the end of the first semester and prior to May 10th in the second semester. Summative evaluation for career teachers will take place prior to May 10th.

Classroom observations or monitoring shall be conducted openly with the full knowledge of the teacher for the purpose of improving professional performance and as a means of assuring the use of the most competent educational techniques. The use of eavesdropping, closed circuit television, public address or audio systems, and similar devices are not conducive to the intent of the evaluation programs and will not be used unless specifically requested by the teacher.

POST-OBSERVATION

Probationary teachers will be evaluated twice each year. The first evaluation conference will be held prior to the end of the first semester. The second evaluation conference will be held prior to May 10th. Career teachers will be evaluated once each year prior to May 10th. At each of the conferences, information used in making the evaluation will be discussed including the observation forms. Goals and objectives may be developed during the evaluation conference to further enhance the teacher's professional performance. The teacher shall continue to work toward fulfilling the identified goals throughout the remainder of the year. A conference will be held with each teacher prior to the end of the year to review success. The teachers and the evaluator shall each receive a true copy of the evaluation signed by both parties. The teacher's signature shall not necessarily indicate agreement with any or all parts of the evaluation, but rather awareness of the content.

If the teacher feels his/her written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing on the back of the written evaluation or may attach a separate sheet to the evaluation to be placed in his/her personnel file. If an overall rating of Not Using or Beginning is noted on the formal summative evaluation, the principal or immediate supervisor and the teacher will work together to devise a written plan for growth. If a rating of Not Using or Beginning is noted in one element of the formal summative evaluation, a teacher will receive feedback from the principal or immediate supervisor. In addition, the teacher and principal will have an opportunity for discussion and may work together to devise a written plan for growth. A reasonable time for growth, which will not exceed two (2) months, will be given to the teacher.

Whenever the supervisor determines that cause(s) or statutory grounds exist(s) for the dismissal or non-reemployment of a teacher, he/she shall submit a recommendation in writing to the superintendent of the school district for dismissal or non-

reemployment of the teacher. According to the Oklahoma state statutes, year one (1) for the adopted TLE model becomes effective in 2016-17.

12-13

ARTICLE 13: RIGHT TO REPRESENTATION

When a teacher is involved in a conference with the superintendent, principal, or immediate supervisor which may concern personnel action, the teacher shall have the right to have a witness present at the conference. The teacher or administrator may stop said conference at any point to obtain representation.

11-12

ARTICLE 14: FAIR DISMISSAL

Dismissal or non-reemployment of teachers shall be done in conformance with current Oklahoma law pursuant to Teacher Due Process Act of 1990, OKLA. STAT.tit. 70, Section 6-101.20 et seq.

For all continuing contract teachers, prior to the first Monday in June of each school year, the building principal or immediate supervisor shall make a written recommendation for any teacher that he/she recommends for non-reemployment. Additionally, the building principal or immediate supervisor will notify the teacher that a recommendation for non-reemployment is being made to the Superintendent. The teachers complete personnel file including all written evaluations and written responses shall be presented to the Board at the meeting in which the Board will consider renewal, non-renewal, or consider dismissal of the teacher's contract.

Dismissal or non-renewal of probationary teacher shall be for cause and preceded by:

1. The faithful execution of an evaluation procedure.
2. A conference with the teacher by the appropriate administrator prior to dismissal or non-renewal.

Career teachers may be dismissed for statutory reasons as defined in state school law. These administrative procedures shall not infringe on the Board's statutory rights to act on their own volition.

12-13

ARTICLE 15: SUSPENSION OF TEACHERS

Whenever the superintendent of a school district has reason to believe that cause exists for the dismissal of a teacher and is of the opinion that the immediate suspension of the teacher would be in the best interests of the children in the district, the superintendent or the local board of education upon receiving recommendation for suspension from the superintendent may suspend the teacher without notice or hearing. However, the suspension shall not deprive the teacher of any compensation or other benefits to which otherwise entitled. Within ten (10) days-time after such suspension becomes effective; the local board of education shall either initiate a hearing for dismissal pursuant to law or reinstate the teacher.

However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the teacher's case is finally adjudicated at trial. Provided, however, such extension shall not include any appeal process.

ARTICLE 16: TEACHER RESIGNATION

A teacher wishing to resign from his/her position in the District shall do so by means of a signed letter sent to the President of the Board via the superintendent or designee by certified mail, return receipt requested, e-mail, or in person to the Deer Creek Administration office.

Teachers shall have until 15 days after the first Monday in June of each year to resign from the District for the next school year. Resignations tendered after that date shall be subject to the Board's willingness to accept, except as otherwise indicated in the Agreement.

12 – 13

ARTICLE 17: NOTIFICATION OF ASSIGNMENT

All teachers shall be notified in writing based on current enrollment prior to June 1st of each school year of their assignment for the next school year. In the event that reassignment is made after June 1st, a conference will be held to discuss this reassignment. This conference will be held as soon as possible after the reassignment except where this is not allowed due to enrollment or extenuating circumstances. Any teacher affected by a change in assignment shall have the option to resign within 30 days without penalty.

11-12

ARTICLE 18: POSTING OF VACANT POSITIONS

Notice of each newly created position including new promotional positions, shall be on the district website by the Superintendent's designee for a minimum of five (5) consecutive days. All teachers may subscribe to the personnel employment portal through the district website to receive notification and information on available positions. The superintendent's office shall make a job description for new jobs available upon request. The posting of vacant positions will include the building site name. An interview or conference will be given to current employees who apply for vacant positions; however, the District shall reserve the right to employ the person who is most qualified for the position.

12 - 13

ARTICLE 19: BOARD SOLICITATION OF TEACHER INPUT

The Board encourages employees' participation in the decision making process for the district. The ideas and opinions of the teachers shall be considered before final action is taken. The superintendent is authorized to establish an Advisory Meeting where every school will have a minimum of one representative and all employees are invited to participate, discuss and communicate policies, decisions and regulations for proper functioning of the district. The district will be notified of the meeting schedule.

94-95

ARTICLE 20: SCHOOL CALENDAR

The Superintendent will meet with the District Advisory Committee (DAC) to develop the master calendar to be presented to Francis Tuttle Career Tech. Upon presentation to FTCT the superintendent will meet with the committee to discuss any changes prior to presentation to the Board for final approval.

16-17

ARTICLE 21: DAILY PLANNING PERIOD

The planning period is part of the teacher's contracted day. Each teacher will have a minimum of 250 minutes scheduled each week for preparation within the student day, and/or conferences with one block of no less than thirty (30) consecutive minutes. Weeks which include Late Start may reduce plan time to 240 minutes. Late Start does not constitute part of plan time total. Plan periods are not guaranteed on a daily basis but will be scheduled four out of every five days.

This period will be free from all duties, including but not limited to playground, hall, lunchroom, or study hall.

Every effort will be made to give the teacher 24 hours' notice of Administrative meetings, Professional Development, Program Enhancement, or Curriculum Alignment that will use part of their daily planning period. Plan periods shall not be used for travel or passing time.

12 – 13

ARTICLE 22: CLASSROOM INTERRUPTIONS

A classroom interruption is defined as any outside activity which interferes with the continuous learning process. In the interest of effective education, classroom interruptions will be kept to a minimum.

Daily announcements over the school public address system will be limited to no more than 10 minutes at times designated by the building principal.

93-94

ARTICLE 23: COMBINING CLASSES

When a teacher is absent for any reason, every attempt shall be made to hire a substitute. In the event a substitute cannot be hired and a teacher is required to supervise more than five (5) students who are not members of his/her class, he/she shall be compensated at the same rate of compensation as for covering a class during his/her preparation period.

Compensation for the Covering of Classes

	≈ Full Class	≈1/2 class	≈1/3 class	≈ ¼ Class
Full Day	\$70.00	\$35.00	\$22.33	\$17.50
Half Day	\$35.00	\$17.50	\$11.66	\$ 8.75
Hourly	\$15.00	\$ 7.50	\$ 5.00	\$ 3.75

Not to exceed (1) full class

≈ **Approximately**

13-14

ARTICLE 24: TEACHER DUTY DEFINED

On school days, teachers shall report no later than 15 minutes prior to the first bell in the particular school to which the teacher is regularly assigned and shall be free to leave 15 minutes after the last bell for the last class to which the teacher is regularly assigned. A teacher work day is considered a 7 ½ hour day.

(Unless District sponsored in-services or staff meetings are scheduled outside of these times.)

10-11

ARTICLE 25: DUTY FREE LUNCH

All teachers will have no less than thirty (30) consecutive minutes of duty free lunch. Principals and teachers of a site will collectively decide the arrangements for serving lunch duty. (ex. Teachers can work duty lunches for one period of time trading for completely duty free lunches another period of time versus 10 minutes duty every day.)

13-14

ARTICLE 26: GRIEVANCE PROCEDURE DEFINITIONS:

Grievant: A Grievant shall mean a teacher/association filing a grievance contending that his/her/or their contractual rights have been violated.

Grievance: A grievance shall mean a claim by a grievant that a dispute or disagreement of any kind exist involving interpretation or application of the terms of this contract.

A grievance filed by more than one (1) teacher may be combined into one (1) grievance, provided that relief sought is the same.

Purpose: To secure at the lowest possible level, equitable solutions to problems which may arise, related to interpretation or application of specific articles of this agreement. Both parties agree that these proceedings shall be kept confidential.

Representation: Persons present at all meetings will be the grievant, and if the grievant so desires, a representative of the grievant's choosing and /or witnesses and the immediate supervisor, and if the immediate supervisor so desires, a person of the immediate supervisor's own choosing and or witnesses.

The Association may be a grievant under this procedure on those items that deal directly with the Association as an organization. Such grievant shall be filed at Step II.

PROCEDURE:

It is most desirable for a teacher and his/her principal to resolve problems through free and informal communications. However, should such informal processes fail to satisfy the teacher then a grievance may be processed as follows:

INFORMAL: The informal communication shall be held within twenty (20) school days of the alleged violation to the negotiated agreement. The teacher shall inform the principal of the article of the negotiated agreement that was violated.

STEP I - The grievance is presented to the principal in writing on the approved grievance form attached to this agreement. The form shall be filed with the principal within six (6) school days after the informal conference has occurred. The principal shall meet with the teacher within six (6) school days after receiving the grievance. Within three (3) school days after the meeting, the teacher shall be given a written decision on the grievance. This decision shall be written on the approved grievance form attached to this agreement. The grievant may have a representative present at the meeting with the principal.

STEP II - If the teacher is not satisfied with the disposition of the grievance at Step I or if no decision has been rendered within the time frame outlined in Step I, the grievance may be appealed in writing to the Superintendent of Schools. Within five (5) school days after receiving the grievance the Superintendent shall meet with the grievant, a representative, and/or witnesses, if requested by the grievant, and the principal. The Superintendent shall have three (3) school days to respond in writing.

STEP III - If the teacher is not satisfied at Step II or if no decision has been rendered within the time frame outlined in Step II, the Superintendent shall place the grievance on the agenda at the next Board Meeting. The grievant and/or his representative and/or witnesses and the Superintendent and/or his representative and/or witnesses shall be afforded the opportunity to present information regarding the grievance before the Board. The order of presentation of this Level III hearing shall be as follows: opening statements; presentation of documentary evidence; calling of witnesses; questioning of witnesses; cross-examination of witnesses and redirect; and closing statements by both the grievant and/or representative and Superintendent and/or representative. Either party involved may waive any part(s) of its presentation. The Board shall render a decision and reason(s) to the grievant, the superintendent, and the Association.

No Reprisals: No reprisals shall be taken against any teacher or administrator because of his/her participation in this grievance procedure.

The Association may form a grievance committee. The committee shall serve to screen potential grievances. If the committee deems that the grievant does have a legitimate grievance then the committee may recommend to the grievant that

he/she request an informal hearing with the principal(s) involved to discuss the matter. This committee does not preclude a teacher from filing a grievance without first working through the Association's grievance.

12 – 13

ARTICLE 26: GRIEVANCE PROCEDURE FORM

Date_____

Teacher(s)or Organization_____

School_____

Principal_____

Date of Incident_____

State Article of contract on which grievance is based_____

List specific events_____

What relief is sought?_____

Step I

Date_____

Principal_____

Decision _____

Resolved? Yes____ No____

Initials _____/
Principal Teacher

Step II

Date_____

Principal_____

Decision _____

Resolved? Yes____ No____

Initials _____/
Superintendent Teacher

Step III

Date_____

Superintendent_____

Decision _____

Resolved? Yes____ No____

Board Representative_____

Signature

Signature

Signature

Date_____

98-99

ARTICLE 27: TEACHER-INITIATED TRANSFERS

A teacher seeking a transfer to a different building shall turn in a written application for transfer to the personnel office by at least 15 calendar days after the first Monday in June of each year. Any teacher who submits a transfer request after that date shall be considered but not guaranteed to be placed on the transfer list depending upon the ability of the requesting teacher's current assignment to be filled. All transfer requests turned in to the personnel office will be placed on a transfer list. All teachers requesting a transfer and on the transfer list will be granted an interview or conference as requested positions become available. Teachers will remain on transfer list until a written request for removal is made to the personnel office. Following this request, the transfer shall be based upon seniority when individual qualifications are equal. Such qualifications shall include: student needs, certification, educational training, and school-related special skills.

The District reserves the right to employ the person who is most qualified for the position. Teachers not granted transfers shall be notified. 16-17

ARTICLE 28: ADMINISTRATIVE-DIRECTED TRANSFER

Should it become necessary to fill a vacancy with currently employed certified staff members, the supervisor will first request volunteers for the effected grade/subject area. Following this request, the district administrators shall consider seniority when individual qualifications are equal. Such qualifications shall include program needs, student needs, certification, educational training, and school related special skills. The District reserves the right to employ the person who is most qualified for the position. Teachers not granted transfers shall be notified.

11-12

LEAVES

ARTICLE 29: SICK LEAVE

On the first day of the contract year each certified employee shall be credited with ten days sick leave. These days may be used when it is necessary for a teacher to be absent from his or her duties due to personal accidental injury, illness, pregnancy (see end of article), adoption, or accidental injury or illness in the immediate family without loss of salary. Unused sick leave shall be cumulative up to a total of one hundred eighty (180) days. If an employee has reached 180 days at the end of a fiscal year, the employee will be granted the amount of sick leave per their contract for the next ensuing fiscal year to use during that fiscal year.

If after exhausting all sick leave, a teacher is absent from his/her duties due to personal accidental injury, illness or pregnancy, the teacher shall receive the full contract salary less the amount actually paid a substitute teacher for his/her position for an additional period of twenty (20) days. A doctor's note may be required.

After the twenty (20) additional sick leave days are exhausted, the teacher shall be on sick leave without pay. Salary deductions after sick leave days are exhausted shall be according to the daily rate of pay.

Any teacher utilizing a sick day will notify the building principal (or someone otherwise as directed by the principal) at least 1 ½ hours prior to the start of the teacher's work day except in cases of emergency. It is also the teacher's responsibility to leave lesson plans and/or instructions for the substitute prior to the beginning of classes.

Sick leave may be used for maternity reasons immediately following the birth or adoption of a newborn not to exceed six weeks unless medical documentation is provided.

The district may request medical documentation for any sick leave absences if abuse of leave is suspected. Any employee abusing sick leave policy will be subject to disciplinary action which may include dismissal.

16-17

ARTICLE 30: RETIREE COMPENSATION FOR ACCUMULATED SICK LEAVE

All employees retiring shall be compensated for unused sick leave accumulated while employed by the district.

1. Only sick leave days accumulated while employed by the district may be used in the formula.
2. Because the Oklahoma Teacher's Retirement grants an additional year of service for 120 days, the district will only pay for accumulated sick days over 120 days, but no more than 180 days.
3. The employee will be compensated per day at the same rate as the current certified substitute daily rate of pay.

07-08

ARTICLE 31: SICK LEAVE SHARING

The program permits employees to donate sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical, or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment

Definition of Terms used in this program:

1. Relative of the employee means blood relatives, corresponding in-laws and stepfamily.
2. Household Members means those persons who reside in the same house, who have reciprocal duties to and do provide financial support for one another.
3. Severe or Extraordinary means serious, extreme or life threatening: including temporary disability resulting from pregnancy, miscarriage, childbirth and childbirth recovery.
4. Employee means a certified, non-certified, or administration employee of the school District.
5. Supervision Committee means a committee composed of two (2) certified employees appointed by the Association, two (2) non-certified employees chosen from their ranks, and one (1) administrator appointed by the Superintendent, whose purpose is to decide if the condition meets the criteria for sharing sick leave and shall determine how many days of shared sick leave the recipient may receive.

An employee may be eligible to receive shared leave pursuant to the following conditions:

1. The receiving employee has exhausted, or will exhaust, all available full-paid leave;
2. The receiving employee has submitted a statement of need to the Superintendent or designee.
3. The receiving employee has presented a medical certificate from a licensed physician who is a specialist in the relevant field verifying the severe or extraordinary nature that prevents them from carrying out their duties and the expected duration of the condition.
4. The condition has caused or is likely to cause the receiving employee to go on leave without pay or to terminate employment;
5. The receiving employee has abided by district policies regarding use of sick leave.

General Provisions:

1. An employee may donate up to ten (10) sick leave days per year to a fellow employee.
2. Employees with twenty (20) or more accumulated sick leave days may donate to a fellow certified employee.
3. The employee desiring to donate sick leave shall complete a "Sick Leave Donation Form" authorizing the deduction from his/her sick leave accumulation. The donor will also specify how many days are to be donated and the name of the employee who is to receive said days.
4. An employee may initially request up to twenty (20) days from donating employees.
5. The employee receiving the shared sick leave must reapply every 20 days for shared sick leave days. The recipient may receive no more than sixty (60) shared sick leave days per year.
6. The employee receiving donated days is to receive his/her normal rate of pay.
7. The recipient may only use donated sick leave for the purposes set forth in this program.
8. Any shared sick leave not used by the recipient during the occurrence for which the leave was donated shall be returned to the donor. The shared sick leave remaining shall be divided among the donors on a prorated basis on the original donated value and reinstated to the sick leave balance of each donor.
9. Confidential shared sick leave records shall be kept separate from other salary records.
10. In case of disputes, the decision of the Board of Education shall be final.
11. An additional twenty (20) sick leave days (personal illness only) provided by state law may be used after sick leave sharing days are used.

ARTICLE 32: EMERGENCY LEAVE

The teacher may request Emergency Leave for unforeseen circumstances that must be dealt with in a timely manner (excluding absence initially covered by Family Bereavement Leave, Sick Leave or Personal Leave) which keep a teacher from performing his/her duties. The first two (2) days of Emergency Leave shall be at full pay. Three (3) additional days may be granted at full pay less the actual amount paid to a substitute.

Requests for emergency leave shall be in writing to the personnel director within 24 hours after returning from leave. If approved, emergency leave may be approved for less than a full day.

Emergency leave will not be transferred to personal or sick leave.

09-10

ARTICLE 33: PERSONAL LEAVE

The Board shall provide each teacher with three (3) days personal leave per school year without loss of pay or other benefits. Personal leave shall be available upon a teacher's written request provided the request is made to the building principal at least two (2) school days prior to the desired leave date(s). Personal leave shall not be used on the first or last day of school, or the day immediately before or after Fall Break, Winter Break, and Spring Break. All personal leave taken before or after, or extending the aforementioned breaks, will result in the loss of one personal leave day and sub deduct per day taken.

Personal leave may be accumulated up to a total of ten (10) school days. No teacher may take more than five (5) school days of personal leave during any school year unless the employee has been with the Deer Creek School District for twenty (20) or more years and has accumulated one hundred eighty (180) days of sick leave, then the employee may use up to ten (10) personal leave days within a given year. All personal days over ten (10) will be converted to sick leave at the end of the school year.

16-17

ADDENDUM TO ARTICLES 29-38

Persons employed on a Temporary Contract or on a contract of less than 180 days shall be awarded leave as per the following schedule:

DAYS	SICK	EMER	PERS	BEREAV
180-161	9	2	3	5
160-141	8	2	2	4
140-121	7	2	2	4
120-101	6	1	2	3
100-81	5	1	1	3
80-61	4	1	1	2
60-41	3	1	1	1
40-21	2	0	0	1
20-1	1	0	0	0

07-08

ARTICLE 34: EXTENDED LEAVE OF ABSENCE

Leave of absence without pay may be granted under the following conditions:

1. The teacher has worked in the school district for a minimum of three consecutive years as a full-time contract employee.
2. The employee shall return to active service in the district but they are not guaranteed the same position that they left. Teachers on extended leave will be replaced by persons on Duration of Need Contract to permit the teacher on leave to return to the district. (The employee is not guaranteed a position at the end of the leave of absence if an opening in his/her field does not exist.)
3. Extended leave of absence may be granted for the remaining part of a school year or for one full school year for maternity, adoption of a child, personal illness, caring for a sick member of the immediate family or further educational study.
4. Any employee who desires a leave of absence, shall notify the superintendent in writing by certified mail. Such request shall include the intended date of return.
5. It is the employee's obligation to notify the Superintendent by certified mail prior to 15 days after the first Monday in June of their intent to return. After exhausting an extended leave of absence, an employee may apply for additional leave of

absence prior to May 1st. Should the additional leave of absence be denied, the teacher shall be given the option of returning to work, resigning, or being dismissed from the district.

6. When an employee accepts an available position within one year, he/she shall have all benefits to which he was entitled at the time he extended leave commenced.

7. During a leave of absence without pay, the teacher shall be entitled to maintain, at his/her own expense, coverage under any district-sponsored insurance program in which he/she was enrolled at the time of beginning leave. 09-10

ARTICLE 35A: PROFESSIONAL DEVELOPMENT

District professional development is administrative directed staff development which takes place during the contract day. It is not included in the 5 day total in Article 35B.

12 - 13

ARTICLE 35B: PROFESSIONAL LEAVE

Upon written request by the teacher and approval by the building principal and superintendent, a teacher will be provided a maximum of five (5) days per year leave for professional purposes, one (1) of which may be used for advanced education or educational certification. These five (5) days are in addition to days required by the district.

In cases where the taking of such leave may, in the opinion of principal and superintendent, result in an immediate contribution to the school program, such leave shall be without loss of pay or benefits.

Professional leave shall be granted to all personnel on a fair equitable basis.

Upon return from professional leave, the teacher will provide written documentation of attendance and be prepared to share any information to all affected professional staff.

12 - 13

ARTICLE 36: ASSOCIATION LEAVE

The Board shall provide a pool of twenty (20) days leave, which may be used for attendance by designated Association members at educational conferences, conventions, workshops or other organizational meetings or activities. No individual member may take more than three (3) days of Association leave.

Individuals taking Association leave shall be designated by the Association president. The total cost of the substitute shall be paid by the Association.

When possible, a request for Association leave should be submitted to the building principal at least one week prior to date(s) to be used for such leave. In the event that less than one (1) week notice is given the ability to obtain a substitute will determine if the leave is granted.

07-08

ARTICLE 37: BEREAVEMENT LEAVE

Each teacher shall be provided up to five (5) days of bereavement leave annually.

Teachers may elect to use sick leave, personal business leave, and emergency leave at full pay for additional leave days for immediate family.

09-10

ARTICLE 38: LEAVE WITHOUT PAY

A teacher granted leave without pay shall have deducted from his/her salary the daily rate of pay.

05-06

ARTICLE 39: COMPENSATION FOR SUBSTITUTING

Teachers who are required during their planning period to substitute for an absent teacher shall be compensated at the following rate: \$15.00 per class period.

08-09

ARTICLE 40: COMPENSATION FOR WORK OUTSIDE NORMAL SCHOOL DAY

Compensation for work by teachers outside the normal school day shall be at a rate of \$10.00 per hour with the total compensation being no less than \$10.00.

No compensation will be provided for the following events:

1. Open House (one per year)
2. Staff meetings or district sponsored in-service meetings which are scheduled outside the normal school day.
3. Teachers may be required to attend a maximum of two other school activities outside of the regular school day per year.

When possible, teachers will be given the choice of several activities during the year to choose two (2) to attend.

(a) This excludes all gate duty.

(b) Teachers will be given at least three (3) days advance notice.

(c) Will only involve student activities from the teacher's own school.

(d) The employee has the right to find his/her own replacement and will notify the principal of said replacement at least 24 hours in advance of the activity.

12-13

ARTICLE 41: INDIVIDUAL CONTRACTS

Each teacher shall be provided an individual contract form completed with salary information pertaining to his or her position. This information will also include on what step they are being paid that year.

08-09

ARTICLE 42: COMPENSATION SECTION

The District shall pay all of each teacher's required contribution to the Oklahoma Teachers Retirement System (7%) as part of the total District compensation on the certified salary schedule.

97-98

SALARY

ARTICLE 43: REDUCTION IN FORCE

Criteria for Eliminating Positions

The primary stand in implementing any reduction in force shall be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the District. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, instructional focus and the multi-dimensional needs of students. Natural attrition will always be used as the first means of reducing the certified work force.

- A. When the decision is made to reduce staff, the Board may exclude positions to guarantee meeting the needs of the students and the needs of programs of the district.
- B. Prior to making a recommendation to the Board related to sections A above, the administration shall meet with the Association to discuss the proposed recommendations for excluded positions.

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

1. Seniority in the district established from the first reporting date to work, with continuous service from that date.
2. Total years of teaching service.
3. Level of preparation in certificated area of teaching (following a high to low priority order of: major endorsement on standard certificate, minor endorsement on provisional.
4. certificate and number of college credit hours in the area of teaching assignment as evidenced by position on the teacher salary schedule.)
5. A lot drawing by the District in the presence of an authorized representative of the Association.

Bumping Rights

Only those teachers who have an average three year ranking of “effective” or above will be given bumping rights. If three years of rankings are not available, the district will use an average of available years. In order to bump, a teacher must be certified in the position they seek to move into and must meet all state and federal requirements necessary to hold that position.

In the event a teacher eliminated through RIF is certified to hold a position other than the one being eliminated, said teacher may bump another teacher in that position, as long as the teacher has seniority over that person and has an average composite ranking score that is greater than the other teacher.

If the composite rating of the teachers in the affected positions is the same then the following, **in this order**, shall control bumping:

1. Seniority in the district established from the first reporting date to work, with continuous service from that date.
2. Total years of teaching service.
3. Level of preparation in certificated area of teaching (following a high to low priority order of: major endorsement on standard certificate, minor endorsement on provisional certificate and number of college credit hours in the area of teaching assignment as evidenced by position on the teacher salary schedule.)
4. A lot drawing by the District in the presence of an authorized representative of the Association.

Recall

Teachers who are released because of a reduction in force, and who have maintained an overall rating of at least effective on the TLE from the previous year, will have priority for one year after the termination date in filling vacancies and new positions for which they are qualified. Throughout the first year after reduction in force, terminated teachers who have maintained an overall rating of at least effective on the TLE from the previous year will be placed on a recall list.

Teachers on this recall list will be notified by certified mail of position vacancies for which they have priority. Teachers qualified for a vacancy by certification, experience, and/or continuing education equivalent shall be recalled by seniority. The teacher so notified must accept the position in writing on or before ten (10) calendar days from the date the notice was mailed to the teacher or they forfeit the position and their name is permanently removed from the recall list.

It shall be the teacher’s responsibility to see that the district has his/her current address on file and the address retained on the district’s records shall be the address utilized for recall purposes. A teacher who is recalled will be given credit for all previous teaching experience approved by the State Department of Education. Only teachers recalled from the recall list shall be reinstated to career status, if any, and seniority possessed by the recalled teacher on the date such teacher’s termination as a result of reduction in force became effective.

12-13

(See Attached Salary Schedules)

(See Attached Extra Duty Schedule)