

JOY HOFMEISTER

STATE SUPERINTENDENT of PUBLIC INSTRUCTION OKLAHOMA STATE DEPARTMENT of EDUCATION

MEMORANDUM

TO: The Honorable Members of the State Board of Education

FROM: OSDE Office of School Personnel Records

DATE: December 19, 2019

SUBJECT: Teacher salary complaint pursuant to OAC 210:25-3-4(k)

In February 2019, the OSDE received a complaint and attached documentation from a teacher, Deborah Tiger, asserting that Chickasha Public Schools had reduced her compensation from school year 2017-2018 to school year 2018-2019, without a proportionate reduction in duties or hours. 70 O.S. § 18-114.9 provides:

A. If a teacher, as defined in <u>Section 6-101.3</u> of this title, is employed by the same school district for the next school year as the preceding school year, the total compensation, consisting of salary and fringe benefits, of the teacher shall not be decreased the next school year unless the hours or the duties of the teacher are reduced proportionately. Compensation shall not include one-time incentive pay that is provided by the school district to a teacher nor retention incentive pay for returning the next year.

- B. Subject to the provisions of this section, any school district that willfully reduces or has in years previous to enactment of this section willfully reduced the compensation of a teacher in violation of subsection A of this section shall forfeit as a penalty a portion of its State Aid equal to the total amount that the teacher was underpaid. If the teacher was underpaid for more than one (1) school year, the amount forfeited shall equal the cumulative amount that the teacher was underpaid. The amount to be forfeited shall be deducted from the State Aid payment following confirmation of the underpayment by the State Department of Education.
- C. In addition to the amount of State Aid forfeited as a penalty pursuant to subsection B of this section, in order to ensure that the teacher receives the full amount of unpaid compensation, the State Department of Education shall withhold an amount which is equal to the total amount that the teacher was underpaid from the State Aid payment of the school district and pay the amount directly to the teacher. The Board shall not withhold an amount for payment to the teacher pursuant to the subsection if the teacher has recovered the underpayment pursuant to judicial action.

The State Board of Education has promulgated an administrative rule provision governing the submission and evaluation of a complaint by a teacher that their compensation has been inappropriately reduced from one school year to the next:

(k) If a teacher asserts that the school district he or she is employed by and was employed by the previous year, (or if underpayment occurred prior to July 1, 2002, and the teacher filed an action to recover an underpayment in a court of competent jurisdiction before July 1, 2002), has reduced the salary and/or fringe benefit level without a proportionate reduction in hours or duties, the teacher may file a complaint with the State Department of Education's School Personnel Records Section. The complaint must be accompanied by documentation sufficient to justify the allegations in the complaint. The teacher shall also send a copy of the complaint and supporting documentation to the superintendent of the school district. The documentation shall include, but not be limited to, the teacher's salary and benefit amount for each year in question. The superintendent shall be given an opportunity to submit documentation to refute the teacher's claim within 20 calendar days of receipt of the complaint. The School Personnel Records Section shall review all the documentation presented and present the complaint to the State Board of Education for determination of whether the school district willfully reduced the teacher's salary and benefits in violation of the law. If the school district does not provide a response and supporting documentation to the complaint, the complaint shall be upheld. In the event the review of the documents reveals that the complaint is valid, the State Board of Education shall withhold the amount underpaid from the district's state aid as a penalty. Additionally, the same amount shall be withheld and that amount shall be sent to the teacher. Oklahoma Administrative Code 210:25-3-4(k)

Upon review of all available documentation, including the records of the Office of School Personnel Records and additional materials submitted by the school district in response to the complaint, it has been determined that Ms. Tiger was undercompensated by Chickasha Public Schools for school year 2018-2019 in the amount of \$1,433.

The Office of Personnel Records determined the following findings based on the documentation:

- In 2017-2018 (FY2018) and 2018-2019 (FY2019), the district reported to OSDE in the Alternative Education Plan that Deborah Tiger was assigned as an Alternative Education teacher.
- In FY2018, the district reported Tiger as an Alternative Education Teacher in the district's Accreditation Application.
- In FY2019, Tiger was reported as a PE Teacher in the Accreditation Application, and no Alternative Education class assignments were reported.
- In both the FY2018 and FY2019 Personnel Reports submitted to OSDE by the district, Tiger was reported as a Program Director.
- A signed contract for 2018-2019 could not be provided by the district.

- While the final Personnel Report submitted by the district and certified by the district superintendent reported that Tiger had worked 200 days and earned \$57,280 for FY2019, Tiger had in fact resigned in January 2019 and received \$22,796 in compensation for FY2019.
- FY2018 total compensation: \$42,834 + Masters/1 Year increase of \$5,625 = \$48,459 (FY2019 minimum)
- FY2019 minimum prorated to employment only for the fall semester: FTE $.50 \times 48,459 = 24,229$ prorated FY2019 minimum salary
- FY2019 total compensation from payroll records: \$22,796 (\$1,433 underpaid)

Approval of the validity of the Deborah Tiger's reduction in salary complaint, and withholding of the associated underpayment from Chickasha public schools State Aid, is recommended pursuant to 70 O.S. § 18-114.9 and *Oklahoma Administrative Code* 210:25-3-4.

OAC 210:25-3-4(k) Teacher Salary Reduction Complaint

From: Debbie Tiger < d.tiger@comcast.net > Date: February 15, 2019 at 7:37:11 PM CST

To: <joy.hofmeister@sde.ok.gov>

Subject: insurance and teacher pay raise violations at Chickasha Public Schools

Reply-To: Debbie Tiger <<u>d.tiger@comcast.net</u>>

Ms. Hofmeister,

I am contacting you because I have received no assistance or resolution to issues with Chickasha Public Schools and I do not know where else to go.

Chickasha Public Schools refused to add the voted into law teacher pay raise to my current contract (which would have been \$5300 per year) instead they just said they would give me \$1000 approximate raise. I showed them all the documentation online of the law including the FAQ information that says specifically that the pay raise is added to the teacher's current contract no matter if they are making more than the pay grid or not. I have heard from a principal in the district that I am not the only one this has happened to.

Secondly, I recently quit because of the hostile work environment there in the last year (my last day was 1/10/2019). During my exit interview, I was given no information on options for continued insurance or COBRA. I was not told when my last day of coverage was. I called them today because I never received any information. I found out from the HR director (Aubrey Mills) that they have not compiled anything to give me yet for that and she even mentioned I could have continued and paid for my insurance for another month or two until my new employer's insurance kicks in had I told them before I left (again, they told me nothing before my last day or during my exit interview). My coverage discontinued 1/31/19 and I was not informed of this. I let her know that they did not give me any information required by federal law within 14 days nor did they even tell me how long I would have coverage. Since I was due a check in Feb (got paid today, 2/15), I thought they would take out insurance premium one more time since they never told me anything. This should have been given to me before my last day of work so I could make a decision. I am now without coverage and need to see my PCP.

I am seeking your help to resolve this either by telling me who to talk to or assist me with this issue. CPS owes me back pay for the raise (around \$2000 by my estimation) and I need my insurance needs resolved. Since this is a federal law to offer at least COBRA, I will have no other recourse if I do not receive assistance on how to get this resolved then to contact my lawyer. I had told the assistant superintendent when discussing the breaking of the teacher pay raise law that I guess I should contact legal services and she said "that would not be a good idea since your brother was the former superintendent" (basically threatening me). Of course, this was before the audits all came back that my brother did nothing wrong but we knew he did nothing wrong. I basically had to work in a very hostile environment for over a year after Dave left the

superintendent position. I had decided I was not going to do anything legally at first however, this just is the last straw. CPS is not running well nor following the law.

I would ask that you please give me some advice on how to resolve this issue before I contact my lawyer.

Please know that I am not angry at the SDE, but I need help since CPS refused to help and has now not followed the law again related to COBRA insurance coverage.

I would appreciate any assistance, Respectfully,

Deborah Tiger



JOY HOFMEISTER

STATE SUPERINTENDENT of PUBLIC INSTRUCTION OKLAHOMA STATE DEPARTMENT of EDUCATION

March 12, 2019

Dear Jack Herron Superintendent, Chickasha Public Schools 900 W Choctaw Ave Chickasha, OK 73018

The Oklahoma State Department of Education (the "OSDE") recently received a complaint (the "Complaint") from Debbie Tiger, an employee of Chickasha Public Schools (the "District") relating to her compensation received and services provided to the District during the 2017-18 and 2018-19 school years. A copy of the Complaint, with corresponding documentation provided by Ms. Tiger, is attached hereto. More specifically, Ms. Tiger alleges that her compensation during the 2017-2018 school year was \$39,418.00¹; however, she alleges that she has not been compensated for the 2018-19 school year as mandated by the State Minimum Salary Schedule. As such, and as set forth in greater detail below, this correspondence is provided to respectfully request, and afford the District, an opportunity to respond to the Complaint.

According to the State Minimum Salary Schedule, at 70 O.S. § 18-114.1, Ms. Tiger, as certified personnel with 1 year of experience and a Master's degree is required to receive in salary and/or fringe benefits not less than \$48,459. Oklahoma law, at 70 O.S. § 18-114.9, prohibits a reduction in the salary and/or fringe benefit level from one year to the next without a proportionate reduction in hours or duties. At this time, Ms. Tiger has not provided the OSDE with a copy of the contract detailing her services and compensation for the 2018-2019 school year. As such, and consistent with the requirements in 70 O.S. §§ 6-101 and 6-101.6, I respectfully request that you provide a copy of Ms. Tiger's contract for the 2018-19 school year.

This request is further made pursuant to OSDE administrative rule at Oklahoma Administrative Code (OAC) 210:25-3-4, which affords the District twenty (20) calendar days to provide supplementary documentation relating to the Complaint and/or to entirely refute the claim. Receipt of the 2018-2019 contract, as well as any additional information that the District submits will allow the OSDE to verify the veracity of the Complaint.

¹ The Contract for the 2017-2018 year reflect annual salary in the amount of \$37,302.71 and a statutorily mandated five percent (5%) increase for special education teachers, therefore totaling \$39, 418.00.

In light of the foregoing, it is respectfully requested that by April 5, 2019, you provide a response to the Complaint, supplemental documentation, and/or whether you agree or refute Ms. Tiger's claim. To the extent that a response is not received by April 5, 2019, the Complaint and allegations therein are required to be sustained, such that the State Board of Education must withhold the amount of underpayment from the District's state aid.

If you have any questions or wish to further discuss this matter, please do not hesitate to contact me.

Sincerely,

Brad S. Clark General Counsel

Enclosures: Complaint

Oklahoma statutes: 70 O.S. §§ 6-101, 6-101.6, and 18-114.9

Administrative rule, OAC 210:25-3-4

Oklahoma Statutes
Title 70. Schools
Chapter 1 - School Code of 1971
Article VI - Teachers
Section 6-101 - Teachers - Contract

A. Except as provided in subsection E of this section, no person shall be permitted to teach in any school district of the state without a written contract, except as provided herein for substitute teachers and except teachers of classes in adult education. Except as provided in subsection J of this section, the board of education of each school district, wherein school is expected to be conducted for the ensuing year, shall employ and contract in writing with qualified teachers for and in the name of the district. One copy of the contract shall be filed with the clerk of the board of education and one copy shall be retained by the teacher.

- B. Except as otherwise provided by subsections J and K of this section and any other law, no board of education shall have authority to enter into any written contract with a teacher who does not hold a valid certificate issued or recognized by the State Board of Education authorizing said teacher to teach the grades or subject matter for which the teacher is employed. Any board of education paying or authorizing the payment of the salary of any teacher not holding a certificate, as required herein, shall be adjudged to be guilty of a fraudulent expenditure of public funds and members voting for such payment shall be held jointly responsible for the return of the amount of any public monies thus expended, upon suit brought by the district attorney or by any interested citizen in the district where such funds have been expended.
- C. It shall be the duty of the superintendent of schools under whose supervision teachers have been contracted to teach to certify to the treasurer of the contracting district the names of the teachers holding valid certificates and student teachers with whom contracts have been made and the names of substitute teachers employed in accordance with law. The treasurer shall not register any warrant issued in payment of salary to any teacher whose name is not included in such list and shall be liable on the official bond for the treasurer for the amount of any warrant registered in violation of the provisions of this section.
- D. Whenever any person shall enter into a contract with any school district in Oklahoma to teach in such school district the contract shall be binding on the teacher and on the board of education until the teacher legally has been discharged from the teaching position or released by the board of education from the contract. Except as provided in Section 5-106A of this title, until such teacher has been thus discharged or released, the teacher shall not have authority to enter into a contract with any other board of education in Oklahoma for the same time covered by the original contract. If upon written complaint by the board of education in a district any teacher is reported to have failed to obey the terms of the contract previously made and to have entered into a contract with another board of education without having been released from the former contract except as provided in Section 5-106A of this title, the teacher, upon being found guilty of such charge at a hearing held before the State Board of Education, shall have such teacher's certificate suspended for the remainder of the term for which the contract was made.
- E. 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 the teacher in writing by registered or certified mail that a recommendation has been made not to reemploy the teacher 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 such teacher 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.
- F. Whenever a school district is engaged in contract negotiations with teachers employed by that school district after the school year has begun and the teachers are employed on a continuing contract basis, the

school district shall, beginning at the first of the school year, pay the teachers any state-mandated salary increases and salary schedule increases to which each teacher is otherwise entitled.

- G. No school district or any member of the board of education of a district shall be liable for the payment of compensation to a teacher or administrator under the provisions of any contract for the ensuing year, if it becomes necessary to close the school because of insufficient attendance, disorganization, annexation, consolidation, or by dispensing with the school according to law, provided, such cause is known or action is taken prior to July 1 of such ensuing year.
- H. No school district or any member of a board of education shall be liable for the payment of compensation to any teacher or administrator for the unexpired term of any contract if the school building to which the teacher or administrator has been assigned is destroyed by accident, storm, fire, or otherwise and it becomes necessary to close the school because of inability to secure a suitable building or buildings for continuation of school. Teachers and administrators shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order.
- I. A teacher may contract with more than one school district for the same school year as provided in Section 5-106A of this title.
- J. A board of education shall have authority to enter into written contracts for the ensuing fiscal year prior to the beginning of the year with persons who are not certified to teach by the State Board of Education as long as the person is actively in the process of securing certification. The person shall not be allowed to teach in a classroom until the person has met or completed all of the requirements for certification as provided for in Section 6-190 of this title. If the person has not obtained valid certification by the first day of the ensuing school year, the contract shall be terminated.
- K. A board of education of a school district shall have the authority to enter into written contracts for employment for the ensuing fiscal year with persons who are student teachers as defined in Section 1-116 of this title while such persons are still student teachers. A student teacher shall not be allowed to teach in a classroom during the ensuing fiscal year until meeting or completing all of the requirements for certification as provided for in Section 6-190 of this title. If the student teacher has not obtained valid certification by the first day of the ensuing school year, the contract shall be terminated. A board of education of a school district shall have the authority to commit to payment of a stipend or signing bonus to a student teacher as defined in Section 1-116 of this title while that person is still a student teacher, if that person has entered into a written contract for employment for the ensuing fiscal year. A board of education shall make any such student teacher stipend or signing bonus conditional on such person fulfilling the first year of their contract for the ensuing fiscal year. Any stipend or signing bonus paid under the terms of this subsection shall not be considered compensation for purposes of teacher retirement or the minimum salary schedule.

Oklahoma Statutes

Title 70. Schools

Chapter 1 - School Code of 1971

Section 6-101.6 - Provisions of Contracts for Employment

A. All contracts for employment of, or related employee information worksheets for, a teacher or administrator by a district board of education shall include the following categories in a clear and concise format:

- 1. Employee information including:
- a. employee's name,
- b. degree(s) employee holds,
- c. number of years of teaching credit for salary purposes, and
- d. step placement on salary schedule;
- 2. Salary information including:
- a. pay based on state minimum salary schedule,
- b. district salary supplement,
- c. extra-duty or extracurricular salary amounts, itemized,
- d. other salary,
- e. total salary,
- f. dollar amount of salary paid in cash, and
- g. dollar amount of salary paid in fringe benefits, as defined and allowed by <u>Section 18-114.14</u> of this title, with an itemized list of each benefit and amount paid toward it; and
- 3. Benefits information including:
- a. state-paid flexible benefit allowance amount,
- b. district-paid retirement contributions (over any amount for retirement insurance paid as part of salary and excluding any amounts paid pursuant to <u>Section 17-108.1</u> of this title),
- c. district-paid health insurance (over any amount paid as part of salary),
- d. other district-paid benefits, such as life, dental, disability, salary protection, vision, cancer, health supplemental insurance (over any amount paid as part of salary),
- e. other benefits, with an itemized list of each benefit and dollar amount paid toward it (not including any benefits paid as part of salary), and
- f. total district-paid benefits (not including any benefits paid as part of salary).
- B. Beginning with the 2016-2017 school year, school districts shall annually provide to each teacher and administrator a copy of an employee information worksheet containing information for each teacher or administrator in the categories listed in subsection A of this section prior to the first payroll in November. School districts shall designate one or more persons to review the worksheet with any teacher or administrator upon request to answer any questions.
- C. The State Department of Education shall require in its annual personnel report the amounts paid in each category set out in subparagraphs a through g of paragraph 2 and subparagraphs a through f of paragraph 3 of subsection A of this section, disaggregated by the categories of administrative personnel and certified teaching personnel.

Oklahoma Statutes

Title 70. Schools
Chapter 1 - School Code of 1971
Section 18-114.9 - Reduction in Salary

- A. If a teacher, as defined in <u>Section 6-101.3</u> of this title, is employed by the same school district for the next school year as the preceding school year, the total compensation, consisting of salary and fringe benefits, of the teacher shall not be decreased the next school year unless the hours or the duties of the teacher are reduced proportionately. Compensation shall not include one-time incentive pay that is provided by the school district to a teacher nor retention incentive pay for returning the next year.
- B. Subject to the provisions of this section, any school district that willfully reduces or has in years previous to enactment of this section willfully reduced the compensation of a teacher in violation of subsection A of this section shall forfeit as a penalty a portion of its State Aid equal to the total amount that the teacher was underpaid. If the teacher was underpaid for more than one (1) school year, the amount forfeited shall equal the cumulative amount that the teacher was underpaid. The amount to be forfeited shall be deducted from the State Aid payment following confirmation of the underpayment by the State Department of Education.
- C. In addition to the amount of State Aid forfeited as a penalty pursuant to subsection B of this section, in order to ensure that the teacher receives the full amount of unpaid compensation, the State Department of Education shall withhold an amount which is equal to the total amount that the teacher was underpaid from the State Aid payment of the school district and pay the amount directly to the teacher. The Board shall not withhold an amount for payment to the teacher pursuant to the subsection if the teacher has recovered the underpayment pursuant to judicial action.
- D. Complaints filed with the State Board of Education pursuant to this section may be based on alleged underpayments during fiscal years that began:
- 1. On or after July 1, 2002; or
- 2. Before July 1, 2002, if the teacher filed an action to recover the underpayment in a court of competent jurisdiction before July 1, 2002.
- E. Complaints filed with the State Board of Education alleging underpayment during fiscal years that began on or after July 1, 2002, shall be filed within one (1) year of the end of the fiscal year in which the underpayment is alleged to have occurred.
- F. Filing a complaint with the State Board of Education pursuant to this section shall not operate to prohibit a teacher from filing an action for underpayment in a court of competent jurisdiction or continuing to pursue an action for underpayment pending in a court of competent jurisdiction on August 29, 2003.
- G. The State Board of Education shall promulgate rules necessary to implement the provisions of this section. The rules shall include, but not be limited to, procedures for a teacher to file a complaint for violation of this section and the Department to investigate the complaint.

OKLAHOMA ADMINISTRATIVE CODE TITLE 210. STATE DEPARTMENT OF EDUCATION CHAPTER 25. FINANCE SUBCHAPTER 3. FUNDING CRITERIA

210:25-3-4. Personnel

- (a) Teachers who have not yet received their degrees shall be considered as having a degree if all requirements have been completed except participation in graduation exercises.
- (b) A teacher who has taught more than one-half of a day for 120 days or more shall be considered as having had one year of experience. A teacher who has taught the equivalent of 120 days within not more than two contractual years shall be considered as having had one year of experience. Experience shall be counted if the individual was legally employed and paid from funds under the supervision of a school board of education or any school accredited by the State Board of Education. Practice teaching or a practicum in a teacher-training institution shall not be considered as experience. Veterans Agricultural training instructors or any teacher employed full-time by an accredited college or university shall be considered as having one (1) year of teaching experience for each year of service after July 1, 1945, if such teaching experience is approved by the State Board of Education, provided such teacher held a bachelor's degree at the time these services were performed and was eligible to have been issued a teaching certificate.
- (c) Any district identified as contracting with a teacher, or administrator without a valid certificate shall be penalized in state aid. The state aid penalty amount shall be the salary amount paid by the district for the number of days the teacher or administrator taught without a valid certificate in excess of allowable substitute days.
- (d) All teachers must have an official transcript on file with the Professional Standards Section showing the degree completed.
- (e) The timeframe for submitting Initial Personnel Reports shall be open from September 1 through October 1 of each year. No later than October 1, all public school districts must file an accurate Initial Personnel Report with the State Department of Education. The report shall list all personnel in the district and shall list for each person the position code, compensation, degree, certification information, years of qualified experience, number of days employed and other information as deemed necessary. Beginning with the 2004-2005 school year the school district will report to the State Department of Education the salary and benefit information disaggregated as required by law. For each employee not returning from the previous year, a reason for no return code shall be recorded. The Initial Personnel Report must be certified no later than October 15.
- (f) From November 1 through December 15 of each year, a school district superintendent shall have access to the district's Initial Personnel Report. During this period, the superintendent will be permitted to make necessary corrections and updates to the report. Any changes made by a superintendent to the school district's Initial Personnel Report must be submitted no later than December 15. Reports are to be recertified after updates are complete.
- (g) The timeframe for submitting Mid-Year Personnel Reports shall be open from January 1 through February 1 of each year. No later than February 1, all public school districts must file an accurate revised Mid-Year Personnel Report with the State Department of Education. The report shall contain any corrections, departures, and additions that have occurred since the October 1 Initial Personnel Report was filed so that more accurate information is available for state aid calculations, legislative projections and other statistical requirements. State Aid funds shall be

withheld from any school district that does not submit the Mid-Year Personnel Report by February 1. Only after the accurate report has been received by the State Department of Education shall the withheld State Aid funds be released to the school district.

- (h) From February 15 through May 15 of each year, a school district superintendent shall have access to the district's Mid-Year Personnel Report. During this period, the superintendent will be permitted to make necessary corrections and updates to the report. Any changes made by a superintendent to the school district's Mid-Year Personnel Report must be submitted no later than May 15. Reports are to be recertified after updates are complete.
- (i) All public school districts must file an accurate End-of-Year Supplemental Personnel Report showing the changes for personnel previously listed as well as all information required on any new employees not previously listed. This report shall contain any corrections or changes to be made to the February 1 Mid-Year Personnel Report. All employees that departed the school district prior to completion of the school year shall be given a "Reason-For-Leaving" code and have salary and days employed adjusted. School districts shall also file the Certified Substitute Teachers Report listing the number of days taught in the school year by all certified substitute teachers. The timeframe for submitting End-of-Year Supplemental Personnel Reports and Certified Substitute Teachers Reports shall be open from June 1 to July 15 of each year. These two reports shall be filed with the State Department of Education no later than July 15.
- (j) If the district pays a teacher less than the minimum salary required by law, the difference shall be deducted from the next payment of state aid, or a claim shall be filed by the Director of Finance to recover any such overpayment to the school district.
 - (1) The School Personnel Records Section will notify the school superintendent of all potentially underpaid teachers after the Mid-Year Personnel Reports are filed with the State Department of Education in February. The school superintendent shall notify the School Personnel Records Section of the district's intent to pay the teacher the underpaid amount or to dispute the amount. If disputed, the school superintendent is responsible for providing documentation to the School Personnel Records Section to show the teacher was not underpaid based on the state minimum salary schedule. The State Aid Section shall withhold from state aid the amount underpaid by October 1 in the school year following the year in which the underpayment occurred.
 - (2) The method for calculating teacher salaries to ensure state minimums are met shall be determined by the School Personnel Records Section.
- (k) If a teacher asserts that the school district he or she is employed by and was employed by the previous year, (or if underpayment occurred prior to July 1, 2002, and the teacher filed an action to recover an underpayment in a court of competent jurisdiction before July 1, 2002), has reduced the salary and/or fringe benefit level without a proportionate reduction in hours or duties, the teacher may file a complaint with the State Department of Education's School Personnel Records Section. The complaint must be accompanied by documentation sufficient to justify the allegations in the complaint. The teacher shall also send a copy of the complaint and supporting documentation to the superintendent of the school district. The documentation shall include, but not be limited to, the teacher's salary and benefit amount for each year in question. The superintendent shall be given an opportunity to submit documentation to refute the teacher's claim within 20 calendar days of receipt of the complaint. The School Personnel Records Section shall review all the documentation presented and present the complaint to the State Board of Education for determination of whether the school district willfully reduced the teacher's salary and benefits in violation of the law. If the school district does not provide a response and

supporting documentation to the complaint, the complaint shall be upheld. In the event the review of the documents reveals that the complaint is valid, the State Board of Education shall withhold the amount underpaid from the district's state aid as a penalty. Additionally, the same amount shall be withheld and that amount shall be sent to the teacher.

- (l) Any superintendent, principal, or teacher shall not be considered as having received their minimum salary unless such salary is paid by school district warrants issued by the board of education or the school district.
- (m) Personnel on the staff of the Oklahoma Department of Career and Technology Education shall be approved by the State Board of Education for increment purposes.
- (n) Certified personnel teaching in Manpower Skill Centers and other Manpower Development Training Programs approved by the Oklahoma Department of Career and Technology Education shall be considered as teaching in a school approved by the State Board of Education for increment purposes as provided by Oklahoma School Law.
- Under the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), a teacher who is called to active duty in the uniformed services is entitled to certain continuing benefits of civilian employment, including the accrual of Oklahoma teaching experience for minimum salary schedule purposes during their active duty service. For purposes of this subsection, the term "uniformed services" incorporates the definition at 38 U.S.C. § 4303 and includes the Air Force, Army, Coast Guard, Marine Corps, Navy, and the reserve components of these services, as well as the Air National Guard and Army National Guard. There is a cumulative limit of five (5) years on Oklahoma teaching experience accrued during active duty service while contracted as a public school teacher. Because teachers who are called to active duty while under contract with a school district are entitled to this benefit of employment under federal law, this category of up to five (5) years of service is separate from the up to five (5) years of active duty military service accrued prior to service as a teacher that an applicant for Oklahoma teaching certification may be eligible to have applied toward their initial step on the minimum salary schedule under 70 O.S. § 18-114(D). An individual who has been awarded up to five (5) years of credit for active duty service accrued prior to teaching, under 70 O.S. § 18-114(D), may also be eligible for up to five (5) years of credit awarded under this subsection if they are called to active duty while serving as a teacher.
- (p) Certified personnel who are employed in the SoonerStart Early Intervention Program, a joint operation of the State Department of Education and the State Department of Health that delivers educational services to children from birth through age two (2) under Part C of the *Individuals with Disabilities Education Act* (IDEA), shall be eligible to accrue Oklahoma teaching experience for services provided through SoonerStart that are substantially equivalent to educational services that the certified individual would provide if employed by a public school. Credit will be awarded based on the guidelines in subsection (b) of this rule, with at least one-half day of SoonerStart service provision for at least one hundred twenty (120) days per year, or at least three hundred sixty (360) hours per calendar year, resulting in one (1) year of Oklahoma teaching experience for salary schedule and retirement system purposes.

[Source: Amended at 10 Ok Reg 1383, eff 4-26-93; Amended at 14 Ok Reg 3347, eff 5-5-97 (emergency); Amended at 15 Ok Reg 2293, eff 6-11-98; Amended at 16 Ok Reg 2072, eff 5-3-99 (emergency); Amended at 17 Ok Reg 1091, eff 5-11-00; Amended at 21 Ok Reg 350, eff 12-8-03 (emergency); Amended at 21 Ok Reg 1279, eff 5-27-04; Amended at 25 Ok Reg 83, eff 9-4-07 (emergency); Amended at 25 Ok Reg 860, eff 5-12-08; Amended at 32 Ok Reg 917, eff 8-27-15; Amended at 33 Ok Reg 144, eff 9-24-15 (emergency); Amended at 33 Ok Reg 718, eff 8-25-16; Amended at 35 Ok Reg 1148, eff 9-14-18]



CHICKASHA PUBLIC SCHOOLS ADMINISTRATIVE CONTRACT 2017-2018

This contract, made and entered into this day July 1, 2017 by and between Independent School District Number I-001, Grady County, Chickasha, Oklahoma, party of the first part (hereafter referred to as the Board of Education), and DEBORAH TIGER party of the second part (hereafter referred to as the administrator), as authorized and required by Title 70, Oklahoma Statues, Section 6-101.

The Board of Education does hereby employ second party in the Chickasha Public School District in the capacity of Administrator for the 2017-2018 school year.

The Board of Education agrees to pay the Administrator on Alternative Education Director Step 2:

Salary	
	\$37,302,71
Special Duties (5% or extra days)	\$ 3,500,00
Special Duties (5% or extra days)	\$ 2,115.76
Professional Development	\$ 340.00
Car Allowance	
Cell Phone Allowance	\$ 600.00
TOTAL CONTRACT SALARY	\$ 420.00
Adectal and a Bart	\$ 44, 278.47
Administrator Retirement	\$ 3,416.37
Insurance Fringe	\$ 2,050,44
Total Compensation for 2017-2018 School Year	\$ 49,745.28

Employees on the State Insurance Plan will receive a health insurance premium of 100% of a single health plan for HealthChoice High. Those who do not take the insurance will receive \$170.87 as salary.

This contract is payable in 7 warrants. The last installment of said salary shall not be payable until Administrator has performed all duties of the assigned position for the full school term. All full-time employees who are exempt from the hourly wage requirements of the FLSA will be paid on a twelve-month basis.

*New Hire Notice – It is agreed by the employee and Chickasha Schools that employment will begin as of the above date even though the results of the requested felony records search have not yet by been received. It is specifically agreed by the district and the employee that this contract provides employment only up to the time pending requested felony records search report is received by the district and that the employee has no contractual property rights of whatever nature in continued employment with the district past the receipt and review of the felony records search report or 60 days from the first day of employment if no such report is received, whichever occurs earlier. If the felony records search shows that the employee has a felony record, then the district, through its superintendent, will void this contract immediately terminate employment without further notice or hearing. Employment will automatically end if the felony records search report is not received within 60 days of the first day of service of employment duties.

THE ADMINISRATOR AGREES TO CARRY OUT THE FOLLOWING OBLIGATIONS:

- 1. To observe all the rules, regulations and policies of the Board of Education.
- To perform such teaching duties as the Board, or Superintendent may require.
- 3. To make all reports, registers and records called for by the Board or Superintendent.
- To preserve in good condition and order all school property coming under the immediate supervision of the Administrator.
- 5. To be at assigned duty at times set by the Board and Superintendent unless properly excused by the Superintendent.
- 6. To cooperate effectively with co-workers in all duties.
- To comply with the provisions of the Oklahoma School code.
- To maintain teaching certification from the State Board of Education.
- 9. To keep abreast of all school policies.

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BOARD OF EDUCATION

SUPERINTENDENT

District's Response to OAC 210:25-3-4(k) Teacher Salary Reduction Complaint and Documents Submitted by District



PUBLIC SCHOOLS

900 West Choctaw Avenue Chickasha Oklahoma 73018 (405) 222-6500 (405) 222-6590 Fax www.chickasha.k12.ok.us

Dear Brad Clark
General Counsel
State Board of Education

Chickasha Public Schools believes we are paying Mrs. Tiger above and beyond what is required by the State Minimum Salary Schedule. Mrs. Tiger is serving the district as an Alternative Education Teacher. She did not have any supervisory responsibilities or additional duties. **Attachment 1:** represents the Chickasha Board of Education minutes and addendum documenting when Mrs. Tiger was hired for the 2018-19 school year. **Attachment 2:** contains the districts Alternative Education Plan submitted to SDE. This plan identifies Mrs. Tiger as an alternative education teacher and not as a director.

We believe that Mrs. Tigers duties and/or responsibilities were reduced. Attachment 3: represents an email from Mrs. Tiger stating some of her reduced duties. For the 2018-19 school year she was serving the district in the capacity of a teacher and not a director. However, the district did recognize the number of years' experience initially given to her in 2017-18 school year and did not reduce the stipends. Mrs. Tiger was paid as a Teacher with a Masters degree and 7 years of experience. She continued to receive the stipends that were given her in 2017-18.

The district feels that we have been more than fair with Mrs. Tigers pay. Her actual experience is 1 year, however we acknowledged 5 years out of state teaching in a private school and one-year experience for a half of year in the district. The experience was given to her in 2017-18 to determine her salary, therefore the district continued to acknowledge the experience for calculating her 2018-19 salary. In addition, we did not reduce her stipends. Attachment 4: contains her contract and an Employee Earnings Audit. Mrs. Tiger resigned in January and we prorated her pay for 90 days.

Please let me know if you need any further documentation.

Respectfully,

Jamele Stegman
Jennifer Stegman

Assistant Superintendent Chickasha Public Schools

Home of the Fightin' Chicks

OFFICIAL PROCEEDINGS OF THE BOARD OF EDUCATION

Chickasha Public Schools Chickasha, Okla. Special Meeting June 18, 2018

The Board of Education of Independent School District No. 1-001, Grady County, Oklahoma, met in special session Monday, June 18, 2018, in the Board Room of the Administration Building, 900 W. Choctaw Ave., Chickasha, Oklahoma. The meeting was scheduled to start at 5:30 p.m.

NOTICE IS HEREBY GIVEN THAT THE **SPECIAL MEETING** OF THE BOARD OF EDUCATION OF THE CHICKASHA PUBLIC SCHOOL DISTRICT I-001, GRADY COUNTY, OKLAHOMA, WILL BE HELD IN THE ADMINISTRATION BUILDING, CHICKASHA PUBLIC SCHOOLS, 900 WEST CHOCTAW AVENUE, CHICKASHA, OK 73018, ON **JUNE 18, 2018**, AT **5:30 P.M.** WITH THE FOLLOWING ITEMS TO BE CONSIDERED:

If participation at any Board of Education meeting is not possible due to a disability, notification to the Board Clerk at least 24 hours prior to scheduled meeting is encouraged to make the necessary accommodations. The Board of Education may discuss, make motions, vote to approve, vote to disapprove, vote to table, or decide not to discuss any item on the agenda. Except for items one through three, any agenda item may be considered and acted on in any order.

Members Present

Doug Brown
Julie Hibbard
Ginny Howell
Shawna Covington
Zack McGill
Jack Herron, Superintendent
Christal Bates, clerk and non-member

Members Absent

None

ITEM 1 - Call meeting to Order

Mr. Brown opened the regular session meeting at 5:31 p.m. Notice of the meeting had been properly announced and posted in compliance with the Open Meeting Laws of the State of Oklahoma.

ITEM 2 - Roll Call

Members present: McGill, Hibbard, Brown, Howell, Covington

Members absent: None

ITEM 3 - Pledge of Allegiance to the Flag

ITEM 4 - Public Comment

This is an open, public meeting held in accordance with the Open Meeting Laws of the State of Oklahoma. The purpose of this meeting is to conduct the business of the Chickasha Public Schools. As elected representatives of the voters and patrons of the District, the members of the Board of Education will be making decisions concerning the operation of the District. The agenda for meetings includes, at the Board's discretion, an opportunity for the public to address any item appearing on the agenda or other items of concern. Members of the public wishing to speak must sign in with the Clerk of the Board prior to the convening of the Board meeting. The Board reserves the right to limit repetitive comments, comments unrelated to the business of the Board or the total amount of time dedicated to public comment in a single evening. Board members will not respond to questions or comments during public communications.

Citizen's Name	Item to address	Concern (as written on request form)
None		All the result and another the control of the contr

Attachment 1

1

ITEM 5 - Motion and vote to approve or not approve the minutes of the June 12, 2018 special meeting.

On a motion from Mr. McGill, seconded by Ms. Howell, the board voted to approve the minutes of the June 12, 2018 special meeting. Voting AYE: Covington, Brown, Hibbard, Howell, McGill

ITEM 6 - Proposed Executive Session to:

- (a) Interview applicant no. 5 and discuss this and other candidates for the position of Superintendent of Chickasha Public Schools. Executive Session Authority: 25 Okla. Stat. §307(B)(1) and (7).
- (b) Employment, hiring, appointment, promotion, demotion, disciplining or resignation of individual salaried public officers or employees. Executive Session Authority: Okla. Stat. tit. 25, §307(B)(1). The Board will discuss:
- 1. Hiring of individuals listed on Exhibit A, posted with the Agenda;
- 2. Transfer/Reassignment/Workday Adjustment of individuals listed on Exhibit A, posted with the Agenda;
- 3. Resignations of personnel listed on Exhibit A, posted with the Agenda or received after the posting of the Agenda;

a. Motion and vote to convene in executive session

On a motion from Mr. McGill, seconded by Mrs. Covington, the board voted to convene in executive session at 5:35 p.m. to interview applicant no. 5 and discuss this and other candidates for the position of Superintendent of Chickasha Public Schools. Executive Session Authority: 25 Okla. Stat. §307(B)(1) and (7).approve the minutes of the June 12, 2018 special meeting. Voting AYE: Hibbard, Howell, McGill, Covington, Brown

- b. Motion and vote to acknowledge the board's return to open session On a motion from Mr. McGill, seconded by Mrs. Covington, the board voted to return to open session at 9:18 p.m. Voting AYE: Hibbard, Howell, McGill, Covington, Brown
- c. Board President's statement of executive session minutes The Executive Session Compliance Notice was read by Mr. Brown

ITEM 7– Motion and vote by the board to authorize the board president to take such other actions as discussed in the executive session connected with the superintendent search. On a motion from Ms. Howell, seconded by Mrs. Covington, the board voted to authorize the board president to take such other actions as discussed in the executive session connected with the superintendent search. Voting AYE: Hibbard, Howell, McGill, Covington, Brown

ITEM 8 – Motion and vote to approve or not approve the hiring of: • See attached Personnel Sheet- Exhibit A

On a motion from Ms. Howell, seconded by Mrs. Hibbard, the board voted to approve the hiring of personnel listed on Exhibit A-Personnel Sheet. Voting AYE: McGill, Covington, Brown, Hibbard, Howell

ITEM 9 – Motion and vote to approve or not approve the Transfer/Reassignment/Workday Adjustment of: See attached Personnel Sheet- Exhibit A

Attachment 1

2

On a motion from Mr. McGill, seconded by Mrs. Covington, the board voted to approve the Transfer/Reassignment/Workday Adjustment of personnel listed on Exhibit A-Personnel Sheet. Voting AYE: Brown, Hibbard, Howell, McGill, Covington

ITEM 10 - Motion and vote to approve or not approve resignations: See attached Personnel Sheet - Exhibit A

On a motion from Mrs. Hibbard, seconded by Mr. McGill, the board voted to approve the resignations listed on Exhibit A-Personnel Sheet. Voting AYE: Howell, Covington, Brown, Hibbard, McGill

ITEM 11- Motion to Adjourn

On a motion from Ms. Howell, seconded by Mr. McGill, the board voted to adjourn at 9:20 p.m. Voting AYE: Brown, Covington, Howell, McGill, Hibbard

This agenda was posted at 1:21 P.M. on the 15th day of June, 2018, on the east and west doors of the Administration Building, Chickasha Public Schools, 900 W. Choctaw, Chickasha, OK, and emailed to the concerned public. Notice of the meeting was given to the Grady County Clerk at 8:21 a.m. on the 14th day of June, 2018.

Board President

Chickasha Board of Education

Christal Bates **Board Clerk**

Christal &

Special Meeting State of Oklahoma **Grady County**

I, the undersigned Clerk of the Board of Education of Chickasha School District I-001, of Grady County, Oklahoma; do hereby certify that at least 24 hours prior to the meeting, excluding Saturdays, Sundays, and Holidays, notice of the date, time, place, and agenda of this meeting was posted in prominent public view at the location of the meeting.

Witness my hand and seal of this school district this 10th day of

Christal Bates, Board Clerk

2018.

CHICKASHA PUBLIC SCHOOL PERSONNEL RECOMMENDATIONS SPECIAL MEETING – June 18, 2018 EXHIBIT A

CERTIFIED RECOMMENDATIONS FOR 2018-2019

NAME	POSITION	EFFECTIVE
ADKISSON, MARCIE	SPECIAL ED. TEACHER (PENDING CERTIFICATION)(TEMPORARY CONTRACT)	8-13-18
ALBRECHT, CHRIS	ELEMENTARY TEACHER (TEMPORARY CONTRACT)	8-13-18
ASHANTI-ALEXANDER, RASHAUN	PRINCIPAL LINCOLN ELEMENTARY	7-31-18
BEAVERS, TARA	ELEMENTARY TEACHER (TEMPORARY CONTRACT)	8-13-18
BENNETT, JANIE	ELEMENTARY TEACHER (TEMPORARY CONTRACT)	8-13-18
BOBBITT, BREANNA	ELEMENTARY TEACHER (TEMPORARY CONTRACT)	8-13-18
BRACK, TOM	ASSISTANT HS PRINCIPAL, ASST WRESTLING COACH	8-1-18
BRENNAN, KIERRAN	HS SCIENCE TEACHER (PENDING CERTIFICATION)(TEMPORARY CONTRACT)	8-13-18
BUCHANAN, TAMARA	ELEMENTARY TEACHER (TEMPORARY CONTRACT)	8-13-18
CHARGULAF, CHELSEA	ASSISTANT BAND DIRECTOR (TEMPORARY CONTRACT)	7-30-18
CHAVERS, CARRIE	HS ART TEACHER (TEMPORARY CONTARCT)	8-13-18
CURTIS, MARY	PART-TIME TITLE I TEACHER (TEMPORARY CONTRACT)	8-13-18
DRENNAN, MEGAN	ELEMENTARY TEACHER (TEMPORARY CONTRACT)	8-13-18
ELKOURI, PAUL	PART-TIME ISR TEACHER (TEMPORARY CONTRACT)	8-13-18
ELLIOTT, OLIVIA	½ SPECIAL ED. TEACHER / ½ COUNSELOR(TEMPORARY CONTRACT)	7-30-18
FERGUSON, ANNA	HA MATH TEACHER (TEMPORARY CONTRACT)	8-13-18
GROVER, TONYA	ELEMENTARY TEACHER (TEMPORARY CONTRACT)	8-13-18
HARPER, HANNAH	ELEMENTARY TEACHER(TEMPORARY CONTRACT)	8-13-18
HEATH, JENNIFER	¼ SPECIAL ED. TEACHER / ¼ COUNSELOR(TEMPORARY CONTRACT)	7-30-18
HEPNER, LYNDON	HS SOCIAL STUDIES TEACHER (TEMPORARY CONTRACT)	8-13-18
HUGGINS, PAM	DIRECTOR OF SPECIAL SERVICES	7-1-15
JAQUES, RENEE	ASSISTANT PRINCIPAL GRAND ELEMENTARY	8-6-18
JOHNSON, CHASE	MS SOCIAL STUDIES TEACHER (PENDING CERTIFICATION) (TEMPORARY CONTRACT)	8-13-18
JOHNSON, KIM	HS COMPUTER TEACHER (TEMPORARY CONTRACT)	8-13-18



JOHNSON, LISA	ADULT ED DIRECTOR	8-13-18
JONES, STEVE	PART-TIME INDUSTRIAL ARTS TEACHER (TEMPORARY CONTRACT)	8-13-18
LEE, TYLOR	MS LANGUAGE ARTS TEACHER (PENDING CERTIFICATION) (TEMPORARY CONTRACT)	8-13-18
KENNEDY, YVONNE	ASSISTANT PRINCIPAL LINCOLN ELEMENTARY	8-6-18
KLEIN, NOVAH	HS SCIENCE TEACHER (TEMPORARY CONTRACT)	8-13-18
MARTIN, DEBBIE	ASSISTANT PRINCIPAL MIDDLE SCHOOL	8-6-18
MARTIN, ASHLEY	ELEMENTARY TEACHER (PENDING CERTIFICATION)(TEMPORARY CONTRACT)	8-13-18
MAXSON, EVAN	HS MATH TEACHER (TEMPORARY CONTRACT)	8-13-18
MEEKS, TRESSA	PRINCIPAL BWECC	7-31-18
MORSE, DIANA	HS ENGLISH TEACHER(TEMPORARY CONTRACT)	8-13-18
MUSIC-SWEEDEN CHERYL	ELEMENTARY TEACHER (TEMPORARY CONTRACT)	8-13-18
PAUL, AMANDA	PART-TIME SPEECH PATHOLOGIST (TEMPORARY CONTRACT)	8-13-18
PENNYPACKER, NATHAN	PE TEACHER(TEMPORARY CONTRACT)	8-13-18
PITTMAN, LAUREN	MATH TEACHER (TEMPORARY CONTRACT)	8-13-18
RAGAIN, NANCY	KDG TEACHER(TEMPORARY CONTRACT)	8-13-18
ROBBINS, CHRIS	GRAND LIBRARIAN (TEMPOARRAY CONTRACT)	8-13-18
ROBBINS, JAMIE	ELEMENTARY TEACHER (TEMPORARY CONTARCT)	8-13-18
SCHMIDT,CINDY	ASSISTANT SUPERINTENDENT	7-1-18
SCHMIDT, EMILY	VO-AG TEACHER (TEMPORARY CONTRACT)	7-1-18
SCHMIDT, KOLBY	VO-AG TEACHER (TEMPORARY CONTRACT)	7-1-18
SMITH, ALLISON	ELEMENTARY TEACHER (PENDING CERTIFICATION) (TEMPORARY CONTRACT)	8-13-18
SMITH, CLAUDIA	HS PERSONAL FINANCIAL LITERACY TEACHER (TEMPORARY CONTRACT)	8-13-18
SNOW, RHONDA	HS PRINCIPAL	7-23-18
ST CLAIR, COURTNEY	P. E. TEACHER, HEAD HS SOFTBALL COACH, ASST. ATHLETIC DIRECTOR (TEMPORARY CONTRACT)	7-1-18
STEELE, BRIAN	HS SOCIAL STUDIES TEACHER (TEMPORARY CONTRACT)	8-13-18
STEPHENS, CODY	HS ENGLISH TEACHER(TEMPORARY CONTRACT)	8-13-18
TIGER, DEBBIE	ALTERNATIVE (TEMPORARY CONTRACT)	8-13-18
TURNER, CINDY	ELEMENTARY TEACHER (TEMPORARY CONTRACT)	8-13-18
TURNER, DAN	PRINCIPAL MIDDLE SCHOOL	7-20-18

SPRINKLE, MAMIE

ASSSITANT BAND DIRECTOR

5-25-18

STONE, CINDY

PRINCIPAL GRAND AVENUE

6-30-18

CERTIFIED TERMINATION FOR 2018-2019

NAME

POSITION

EFFECTIVE

NONE

CERTIFIED RETIREMENTS FOR 2018-2019

NAME

POSITION

EFFECTIVE

NONE

NON-CERTIFIED RECOMMENDATIONS FOR EMPLOYMENT FOR 2017-2018

GIVENS, KAITLYN

CHILD NUTRITION CUSTODIAN

5-29-18

NON-CERTIFIED RECOMMENDATIONS FOR EMPLOYMENT FOR SUMMER 2017-2018 / 2018-2019

NAME	POSITION	EFFECTIVE
DUNAVANT, JANET	SUMMER CREW	5-29-18
HAWKINS, LINDA	SUMMER CREW	5-29-18
MITCHELL, MICHAEL	SUMMER CREW	5-29-18
REEDER, CHRISTINA	BWECC DAYCARE	5-29-18
REYES, SUZANNA	SUMMER CREW	5-29-18
VEACH, JUSTIN	SUMMER CREW	5-29-18
WILDA, KEVIN	SUMMER CREW	5-29-18

NON-CERTIFIED TRANSFER/REASSIGNMENT/WORKDAY ADJUSTMENT FOR 2017-2018

NAME

POSITION

EFFECTIVE

WARDEN, DEVIN

MS ASST. SOCCER COACH TO HS ASSISTANT SOCCER COACH

2-1-18

NON-CERTIFIED TRANSFER/REASSIGNMENT/WORKDAY ADJUSTMENT FOR 2018-2019

NONE

Attachment 1

Page 4 of 5

WATTS, RHONDA	ELEMENTARY TEACHER (TEMPORARY CONTRACT)	8-13-18
WHATLEY, WADE	SOCIAL STUDY TEACHER (TEMPORARY CONTRACT)	8-13-18
WRAY, LAURA	PART-TIME ELEMENTARY MUSIC TEACHER (TEMPORARY CONTRACT)	8-13-18
YOUNGBLOOD, LISA	SPECIAL ED. TEACHER (TEMPORARY CONTRACT)	8-13-18

CERTIFIED RECOMMENDATIONS FOR 2017-2018

BENNETT, JANIE	SUMMER TITLE I TUTOR	5-29-18
CASTLEBERRY, MICHELE	SUMMER TITLE I TUTOR	5-29-18
HEATH, JENNIFER	MS HEAD BOYS TENNIS COACH	2-1-18
LEONARD, PEGGY	HOMEBASED TEACHER	4-1-18
McARTER, CHRISTIAN	SUMMER TITLE I TUTOR (SUB)	5-29-18
PITTMAN, LAUREN	MS HEAD GIRLS TENNIS COACH	2-1-18

CERTIFIED RECOMMENDATIONS FOR 2017-2018 / 2018-2019

WILLIS, BRANDON ROBOTICS CAMP COORDINATOR 5-28-18

CERTIFIED TRANSFER/REASSIGNMENT/WORKDAY ADJUSTMENT FOR 2018-2019

NAME	POSITION	EFFECTIVE
BRAY, JERRY	HS TEACHER TO DIRECTOR OF SECONDARY STUDENT ACTIVITIES	7-1-18
GIBSON, GREG	TRANSFER FROM 6 TH GRADE TEACHER TO MS LANGUAGE ARTS TEACHER	8-13-18
JARED, KEELY	PRE-K TEACHER TO KDG TEACHER	8-13-18
REED, KENT	PRE-K TEACHER TO KDG TEACHER	8-13-18

CERTIFIED RESIGNATIONS FOR 2017-2018

NAME	POSITION	EFFECTIVE
LASSETER, JENNIFER	COUNSELOR	6-11-18
OWENS, THERESA	MS LANGUAGE ARTS TEACHER	5-25-18
PIERCE, KAYLEE	ELEMENTARY TEACHER	6-7-18

Attachment | Page 3 of 5

Tiger, Debbie	Alternative Education Director	7/1/17
Voyles, Michael	Language Arts Teacher	7/1/17
Waters, Nancy	Head Varsity Girls Track Coach	7/1/17
Webb, Harley	Social Studies Teacher	7/1/17
Widener, Angela	Head Varsity Girls Tennis Coach	7/1/17
Widener, Zach	Head Varsity Boys Tennis Coach	7/1/17
Youngblood, Lisa	Special Education Teacher (contingent certification)	7/1/17

CERTIFIED TRANSFER/REASSIGNMENT/WORKDAY ADJUSTMENT FOR 2017-2018

NAME	POSITION	EFFECTIVE
Barrington, Mary	From 2 nd Grade Teacher to 5 th Grade Teacher	7/1/17
Buchanan, Tamara	From 4th Grade Teacher to 3rd Grade Teacher	7/1/17
Castleberry, Michelle	From Grand Title I Teacher to Bill Wallace and Grand Title I Teacher	7/1/17
Davis, Matthew	From Lincoln PE Teacher to Grand/CMS PE Teacher	7/1/17
Drennan, Megan	From 3 rd Grade Teacher to 6 th Grade Teacher	7/1/17
Elliott, Mike	From Grand Special Education Teacher to Lincoln Special Education Teacher	7/1/17
Grammer, Karen	From CHS Spec Ed Teacher to Sequoyah Spec Ed Teacher	7/1/17
Heath, Jennifer	From Lincoln Spec Ed Teacher to CMS 0.5 Spec Ed	7/1/17
Heavin, Marilee	Teacher and 0.5 Counselor From 3 rd Grade Teacher to Lincoln Special Education	7/1/17
Howard-Hutton,	Teacher From 3 rd Grade Teacher to Title I Instructional Coach	7/1/17
Holly Kent, Becky	From Lincoln Speech Teacher to Grand/CMS/CHS	7/1/17
King, Tammy	Speech Teacher From 1st Grade to Elementary Health Teacher	7/1/17
Klipp, Nikissiah	From 1st Grade Teacher to Pre-K Teacher	7/1/17
Kreamer, Katie	From 5th Grade Elementary Teacher to 4th Grade	7/1/17
Ledbetter, Mary-	Elementary Teacher From 1st Grade to Elementary Counselor	7/1/17
Lynn Lemieux, Dace	From Grand PE Teacher to Lincoln PE Teacher	7/1/17
Morgan, Angle	From 5th Grade Teacher to Title I Instructional Coach	7/1/17
Parish, Travis	From CMS Special Education Teacher to CHS Special Education Teacher	7/1/17

26 1001

CHICKASHA

Superintendent's Name

Jack Herron

Superintendent's Email Address

jherron@chickasha.k12.ok.us

Superintendent's Phone

(405) 222-6500

Do you participate in an Alternative Education Cooperative or Interlocal Cooperative for Alternative Education?

No

Is your district the Local Education

Agency (LEA) for the Alternative Education Program?

No

LEA of Alternative Education Cooperative or Interlocal Cooperative

Allocation Amount

67868.89

COOPERATIVE INFORMATION

If you participate in an Alternative Education Cooperative, your member districts will be listed below:

District District Name County

Allocation

26

1001

CHICKASHA

67868.89

67868.89

3/26/2019

LEA PROGRAM INFORMATION

3/26/2019

1. Program Name		Chickasha Quality Academy	
2. Physical Address		101 John P. Cowan Chickasha, OK 73018	
3. Contact Name		Michael Wynne	
4. Contact Title		Assistant Principal	
5, Contact Telephone		4052226550	
6. Contact Fax		4052226560	
7. Mailing Address (Stree	et)	900 W. Choctaw	
8. Mailing Address (City)		Chickasha	
9. Mailing Address (Zip)		73018	
10. Contact Email		mwynne@chickasha.k12.ok.us	
11. Length of Program			
Program runs 4 hours	12 minutes 5 day	ys a week	[X]
756 hours in 180 cale	ndar		[]
Dereg turned into Acc	reditation office o	late of submission	[]
12. Days Operating		M-F	
13. Program Begins		07:45 AM	
14. Program Ends		02:15 PM	
15. Grade Levels Served		26	
Grade 6	[]	Grade 7	[]
Grade 8		Grade 9	[X]
Grade 10	[X]	Grade 11	[X]
Grade 12	[X]		
16. How many different s served each day?	tudents are being	21	
17. Of the above number students will attend a Ca Center?		4	
18. How many Alternative students take classes at school in addition to thei Alternative Education Ac	the regular r classes in the	1	
19. How many Alternative students are concurrentl college or university cou	y enrolled in	0	

3/26/2019

TEACHER INFORMATION

20. Teacher Name	Deborah Tiger
21. Email Address	dtiger@chickasha.k12.ok.us
22, Years of experience	2
23. Degree Held	BS
24. Number of hours per week served in the Alternative Education Academy Program.	7
25. Indicate the salary and benefits on the designated step within the District's Salary Schedule including the five percent (5%) increment. (Only for the time actually served in the Alternative Education Academy Program)	53476.55
26. Has a criminal record search been conducted on this teacher?	Yes
27. Teacher Certification Number	429559
20. Teacher Name 21. Email Address	Julie Pruitt jpruitt@chickasha.k12.ok.us
22. Years of experience	22
23. Degree Held	MA
24. Number of hours per week served in the Alternative Education Academy Program.	5
25. Indicate the salary and benefits on the designated step within the District's Salary Schedule including the five percent (5%) increment. (Only for the time actually served in the Alternative Education Academy Program)	8258.57
26. Has a criminal record search been conducted on this teacher?	Yes
27. Teacher Certification Number	146271
20. Teacher Name	Melissa Finck

mfinck@chickasha.k12.ok.us

3/26/2019

21. Email Address22. Years of experience

2018-2	.019
23. Degree Held	ВА
24. Number of hours per week served in the Alternative Education Academy Program.	1
25. Indicate the salary and benefits on the designated step within the District's Salary Schedule including the five percent (5%) increment. (Only for the time actually served in the Alternative Education Academy Program)	8485.46
26. Has a criminal record search been conducted on this teacher?	Yes
27. Teacher Certification Number	414752
20. Teacher Name	Sheila Sanders
21. Email Address	ssanders@chickasha.k12.ok.us
22. Years of experience	5
23. Degree Held	MS
24. Number of hours per week served in the Alternative Education Academy Program.	1
25. Indicate the salary and benefits on the designated step within the District's Salary Schedule including the five percent (5%) increment. (Only for the time actually served in the Alternative Education Academy Program)	8612.21
26. Has a criminal record search been conducted on this teacher?	Yes
27. Teacher Certification Number	421404
20. Teacher Name	Anthony Klipp
21. Email Address	aklipp@chickasha.k12.ok.us
22. Years of experience	5
23. Degree Held	BS
24. Number of hours per week served in the Alternative Education Academy Program.	1
25. Indicate the salary and benefits on the designated step within the District's Salary Schedule including the five percent (5%) increment. (Only for the time actually served in the Alternative Education Academy Program)	8290.81
Maria Carlo Maria	

3/26/2019

2018-2019		
26. Has a criminal record search been conducted on this teacher?	Yes	
27. Teacher Certification Number	424370	
20. Teacher Name	Brian Steele	
21. Email Address	bsteele@chickasha.k12.ok.us	
22. Years of experience	2	
23. Degree Held	BS	
24. Number of hours per week served in the Alternative Education Academy Program.	5	
25. Indicate the salary and benefits on the designated step within the District's Salary Schedule including the five percent (5%) increment. (Only for the time actually served in the Alternative Education Academy Program)	8104.14	
26. Has a criminal record search been conducted on this teacher?	Yes	
27. Teacher Certification Number	430722	
20. Teacher Name	Travis Parish	
21. Email Address	tparish@chickasha.k12.ok.us	
22. Years of experience	12	
23. Degree Held	BS	
24. Number of hours per week served in the Alternative Education Academy Program.	10	
25. Indicate the salary and benefits on the designated step within the District's Salary Schedule including the five percent (5%) increment. (Only for the time actually served in the Alternative Education Academy Program)	18629.40	
26. Has a criminal record search been conducted on this teacher?	Yes	
27. Teacher Certification Number	300347	

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ADMINISTRATOR/COUNSELOR INFORMATION

28. Administrator or Counselor Name	Mona Greenfield	
29. Email address	mgreenfield@chickasha.k12.ok.us	
30. Documented duties performed in the Alternative Education Program	Individual counseling and academic counseling; Intake screening, parent contacts, grade transcription	
31. Number of hours per week served in the Alternative Education Program.	6	
32. Salary and benefits	9367.47	
33. In what capacity does this individual serve?	Counselor	
28. Administrator or Counselor Name	Michael Wynne	
29. Email address	mwynne@chickasha.k12.ok.us	
30. Documented duties performed in the Alternative Education Program Intake screenings, IEPs, 504's, d budgets, parent contacts, trackin presentation; attendance issues.		
31. Number of hours per week served in the Alternative Education Program.	25	
32. Salary and benefits	12674.2	
33. In what capacity does this individual serve?	Administrator	
28. Administrator or Counselor Name	Olivia Elliott	
29. Email address	oelliott@chickasha.k12.ok.us	
30. Documented duties performed in the Alternative Education Program	Individual counseling and academic counseling, grade transcription	
31. Number of hours per week served in the Alternative Education Program.	6	
32. Salary and benefits	7301.98	
33. In what capacity does this individual serve?	Counselor	

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COLLABORATIVE AGENCY INFORMATION

34. Agency Name	Dept. of Human Services	
35. Contact Name 36. Phone	Varies 4055747481	
38. Services Provided	Support and information on students with needs; signs of child abuse; check on students	
39. When Provided	As needed	
34. Agency Name	Adult Education	
35. Contact Name	Lisa Johnson	
36. Phone	4052226562	
37. Email Address	ljohnson@chickasha.k12.ok.us	
38. Services Provided	Reading tests; WorkKeys test; GED testing; HiSet testing	
39. When Provided	As needed	
34. Agency Name	Southwest Youth and Family Services	
35. Contact Name	Shanna Rice	
36. Phone	4052226537	
37. Email Address		
38. Services Provided	Group/individual counseling	

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34. Agency Name

Chickasha Public Schools

35. Contact Name

Jen Jantzen

36, Phone

4052226500

37. Email Address

jjantzen@chickasha.k12.ok.us

38. Services Provided

Grants for teachers; Appreciation projects for teachers; school supplies for students and teachers

39. When Provided

Annually/As needed

34. Agency Name

Canadian Valley Technology Center

35. Contact Name

Ronnie Bogle

36. Phone

4052247220

37. Email Address

rbogle@cvtech.org

38. Services Provided

Vocational training; math courses; computer

courses

39. When Provided

Daily

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40. Check all that apply to the district's intake and	screening process.		
Approved intake form	[X]		
Parent/guardian present	[X]		
Teacher from the traditional school	[X]		
Administrator from the traditional school	[X]		
Administrator from the alternative program (when applicable)	[X]		
Individualized Education Plan (IEP) Change of Placem	ent [X]		
Counselor present	[X]		
Cumulative folder	[X]		
Student present	(X)		
Student transcript	[X]		
Written graduation plan for each student	[X]		
Official referral	[X]		
41. How often are students allowed to enter the Alte	ernative Education Program? Check all that apply.		
Daily	[X]		
Once each week	[1]		
Monthly only	[]		
Quarterly only	[]		
Semester only	[]		
Other interval. Please describe:	[]		
42. Do you ensure that no indication will appear on the Alternative Education student's transcript that will eliminate the opportunity for high school credit to be accepted at institutions of higher education, career technology centers, and/or the United States Military? [X]			
43. List courses that are offered to students in the tr students in the Alternative Education Academy Prog	raditional school that are not available to the gram.		
44. Check all instructional strategies and activities t	hat apply to your program.		
Lesson plans from teacher(s) at the traditional school	[X]		
Cooperative learning	[X]		
Distance learning. Please list the distance learning provider used in your Alternative Education Academy program.	ĪĪ		

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2018-2019	
Computer software, Please list computer software programs used in your Alternative Education Academy program.	[X] Odysseyware
Teacher-developed curriculum and learning activities	[X]
Service-learning	[]
Packaged curricula	
Self-paced	[X]
Project-based learning	[X]
Tutoring	[X]
Individualized instruction	[X]
Life skills instruction for all students	[X]
45. How many hours per week is counseling provided	exclusively to Alternative Education students?
	1-3
46. Check the days counseling is provided exclusively	to Alternative Education students.
Monday	[1]
Tuesday	[.]
Wednesday	[]
	[]
Friday	[]
47. Who provides counseling services?	
	Chickasha High School Counselors
48. Indicate the provider's credentials.	
	Masters
49. Check all types of counseling strategies used in the	e Alternative Education Academy Program.
Individual	[X]
Family	[]
Academic	[X]
Conflict resolution	[X]
Group	[X]
Teen parenting	[]
Career	[X]
Drug/alcohol [X

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50. Which areas of art are taught to Alternati	ve Education students?
Vocal music	[X]
Instrumental music	[1
Integrated approach	11
Performing arts (dance, drama, etc.)	[X]
Visual art (drawing, oil, photography, etc.)	[X]
51. Do students receive credit for the arts?	
	[]
52. What days of the week are the arts taught	?
	M-F
53. The district will support the Alternative Ec development workshops, institutes, and semi	ducation personnel's attendance at professional inars provided by the State Department of Education.
	[X]
54. Students in the Alternative Education Aca requirements, are allowed to participate in vobut not limited to athletics, band, and clubs.	demy Program, who otherwise meet all participation cational programs and extracurricular activities, including
	[X]
55. How many Alternative Education senior st exercises last school year?	udents participated in the regular commencement
	31-40
56. How many Alternative Education students Report for the 2016-2017 school year?	were reported on your district's annual Student Dropout
	0
57. The Alternative Education Academy Prograschool.	am is operational and serves students on the first day of
	[X]
58. Are materials and equipment purchased wi Program made available exclusively to the Alte Alternative Education Academy Program is op	ith revenue received for the Alternative Education ernative Education students during the hours that the erating?
	[X]
59. Is the Alternative Education Academy Prog	ram site readily accessible to handicapped persons?
	[X]

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60. Does the Alternative Education transportation accessible if need	on Program regularly run transportation for students or is led?
	[X]
No	11
61. Does the Alternative Education	on Program offer food service to students?
Yes, How?	[X] Students in the Alternative Education Program eat free in the cafeteria like our students that attend the traditional Chickasha High School.
No, Why Not?	[]

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more information re: salary that will help

Inbox x

to me, Jack, Debbie

Debbie Tiger <dtiger@chickasha.k12.ok.us>

Jennifer and Dr. Herron,

that did some work on into the early summer. They added days for these extra duties which accounts for my salary not looking right to you Jennifer. After talking to David, I found out that whoever did my contract to figure out my salary (not David) added extra days to the school year for extra duties because I managed the virtual school for CPS (kids wi

iron this out that would be great. I have no idea how many days were added nor was was my contract explained to me so if you want to take those off that I know is permissible. However, it appears that the CPS salary grid is not in line wi

others pushed him out because of this. I also have worked very hard to make the CQA a more viable program with more graduates and less dropouts. I would appreciate professionals in the district not ju I just want this to be accurate. Heft the meeting with you Jennifer whether it was intended or not feeling like you were accusing me and David of wrongdoing which is inappropriate. David was trying to straight for the straight of the stra raise I am due according to the state salary grid at MS level.

respectfully, please let me know how we can resolve this.

Deb

I will look into this and get back to you. Thanks, I'll take a look.

Looks good to me.

Reply

Reply all

Forward

Stackment 3

rafail

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Re: more information re: salary that will help

Inbox x

Debbie Tiger < dtiger@chickasha.k12.ok.us>

this is my understanding of the salary I should have - according to the law FAQ's I sent you:

Level 7 which is what you were saying you all would put me at for CPS -

Level 7 - State of OK new salary grid shows at the MS level the base is 41127 (not 38583.37 per CPS grid) ** this does not include any benefits or retirement (per contact I had with the SDE)

41127 + 2056.35 (.05% for academy) + 3500 (director) = 46683.35 + 1360.00 (cell,car, PD) = 48043.35

then plus retirement and health insurance benefits.

Please contact me about meeting about this.

Deb

On Wed, Oct 24, 2018 at 12:59 AM Debbie Tiger < dtiger@chickasha.k12.ok.us> wrote:

Jennifer, thank you. I am aware of the teacher retirement,

Are there changes to discuss?

On Tue, Oct 23, 2018, 5:05 PM Jennifer Stegman <jstegman@chickasha.k12.ok.us> wrote:

Please feel free to come by and discuss your salary. We pay your portion of teacher retirement as part of the total compensation. Assistant Superintendent

Chickasha Public Schools

jstegman@chickasha.k12.ok.us

On Tue, Oct 23, 2018 at 3:10 PM Debbie Tiger < dtiger@chickasha.k12.ok.us> wrote:

Jennifer and Dr. Herron,

After talking to David, I found out that whoever did my contract to figure out my salary (not David) added extra days to the school year for extra duties because I managed the virtual school for CPS (

44achment 3

CHICKASHA PUBLIC SCHOOLS **CERTIFIED CONTRACT 2018-2019**

This CONTRACT, made and entered into this day August 13, 2018, by and between Independent School District Number I-001, Grady County, Chickasha, Oklahoma, party of the first part (hereafter referred to as the Board of Education), and Deborah Tiger, party of the second part (hereafter referred to as the Teacher), as authorized and required by Title 70, Oklahoma Statues, Section 6-101.

The Board of Education does hereby employ second party in the Chickasha School District in the capacity of TEACHER for the balance of the 2018-2019 fiscal year.

The Board of Education agrees to pay the Masters plus 0 additional hours with 7 year(s) experience for 180 days.

Salary	¢20 502 47
Teacher Retirement (Employee's Portion)	\$38,583.47
At the same of the	\$2,904.13
Special Duties (5% Allowance or Extra Days)	\$1,929.17
Teacher Retirement Special Duties (Employee's Portion)	\$145.21
Total Compensation for the 2018-2019 School Year	\$43,561.98

Employees on the State Insurance Plan will receive a health insurance premium of 100% of a single health plan for HealthChoice High. Those who do not take the insurance will receive \$69.71 as salary.

Contract payable in 12 warrants. The last installment of said salary shall not be payable until teacher shall perform all duties of the assigned poistion for the full school term. All full-time employees who are exempt from the hourly wage requirements of the FLSA will be paid on a twelve month basis.

*NEW HIRE NOTICE: It is agreed by the employee and Chickasha Public Schools that employment will begin as of the above date even though the results of the requested felony records search have not yet been received. It is specifically agreed by the district and the employee that this contract provides employment only up to the time pending requested felony records search report is received by the district and that the employee has no contractual or property rights of whatever nature in continued employment with the district past the receipt and review of the felony records search report or 60 days from the day of employment if no such report is received, whichever occurs earlier. If the felony records search shows that the employee has a felony record, then the district, through its Superintendent, will void this contract and will immediately terminate employment without further notice or hearing. Employment will automatically end if the felony records search report is not received within 60 days of the first day of service of employment duties.

THE TEACHER AGREES TO CARRY OUT THE FOLLOWING OBLIGATIONS:

- 1. To observe all the rules, regulations and policies of the Board of Education.
- 2. To perform such teaching duties as the Board or Principal may require.
- 3. To make all reports, registers and records called for by the Board or Administration.
- 4. To preserve in good condition and order all school property coming under the immediate supervision of the Teacher.
- ECO/P/ 5. To be at assigned duty station at times set by the Board and Administration unless properly excused by the Administration.
- 6. To cooperate effectively with co-workers in all duties.
- 7. To comply with the provisions of the Oklahoma School code.
- 8. To maintain teaching certification from the State Board of Education.
- 9. To keep abreast of all school policies.

By signing this contract, the Teacher warrants that the Teacher has read this contract and understands its terms and conditions, particularly that this is a contract for this year only and that this contract also serves as a resignation effective at the end of the school year.

BOARD PRESIDENT:	SUPERINTENDENT:	
		See Section 1989 and 1989
EMPLOYEE:	BOARD CLERK:	

EXTRA DUTY ASSIGNMENT CONTRACT CHICKASHA PUBLIC SCHOOLS I-001

This is an Extra-Duty Contract between Independent School District No. I-001 of Grady County, Oklahoma ("District") and DEBORAH TIGER who has been assigned the following extra duty for the 2018-2019 school term.

5% ALLOWANCE	\$1,929.17
Teacher Retirement Fringe	\$145.21
ASST. PRINCIPAL STIPEN	\$3,500.00
Teacher Retirement Fringe	\$263.44
CELL PHONE ALLOW-ALT ED	\$420.00
Teacher Retirement Fringe	\$31.61
STAFF DEV-ADMIN/ALT ED	\$340.00
Teacher Retirement Fringe	\$0.00
CAR ALLOWANCE-ADMIN	\$600.00
Teacher Retirement Fringe	\$0.00



- 1. TERM: District employs Employee in the fiscal year 2018-2019. This contract shall end either upon termination at the end of the fiscal year or upon completion of the Extra-Duty Assignment, whichever occurs first.
- 2. COMPENSATION AND BENEFITS: Employee shall receive the Extra-Duty Compensation above for the performance of the Extra-Duty Assignment. Such compensation may be in addition to Employee's regular salary, if any, and shall be subject to applicable withholding requirements. Payments will be made through the District's regular payroll procedure.
- 3. DUTIES, QUALIFICATIONS AND RESPONSIBILITIES: Employee's duties, qualifications and responsibilities shall include those required for the Extra-Duty Assignment by law, regulation, policy and applicable job description. District may change or add any duties and responsibilities assigned to Employee that relate to the Extra-Duty Assignment.
- 4. RIGHTS and LIMITATIONS: This Extra-Duty Contract shall not grant to the Employee any property interest in the Extra-Duty Assignment is not subject to the continuing contract law of the State of Oklahoma and is completely separate and severable from any other contract between the Employee and District. This Extra-Duty Contract is an at-will contract which may be terminated by the Employee or by the Superintendent, subject to Board approval, at any time and with or without any cause. No greater rights are intended to be provided by this Extra-Duty Contract unless expressly stated in the Extra-Duty Contract. If this contract is terminated, the Superintendent shall provide Employee with written notice of termination. No such notice shall be given upon the ending of the Extra-Duty Contract and Employee shall have no right to renewal of the Extra-Duty Contract or assignment.

Board of Education:	Superintendent:	
Employee Signature:	Board Clerk:	
DEBORAH TIGER		-