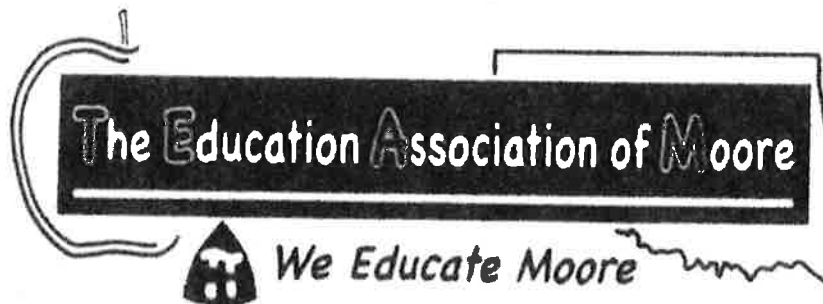


Moore Public Schools

2019-2020

NEGOTIATED CONTRACT AND PROCEDURAL AGREEMENT

Between
THE EDUCATION ASSOCIATION OF MOORE
And the
MOORE BOARD OF EDUCATION



IT IS THE POLICY OF THE MOORE SCHOOL DISTRICT TO PROVIDE EQUAL OPPORTUNITIES FOR EMPLOYMENT, RETENTION, TRANSFER, REASSIGNMENT, ADVANCEMENT, AND REHIRE OF ALL PERSONS REGARDLESS OF AGE, GENDER, RACE, COLOR, CREED, NATIONAL ORIGIN, POLITICAL AFFILIATION, PHYSICAL/MENTAL DISABILITY OR RELIGION. THE DISTRICT WILL PROVIDE REASONABLE ACCOMMODATIONS TO OTHERWISE QUALIFIED EMPLOYEES AND APPLICANTS IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA).

TABLE OF CONTENTS

- I. SCOPE OF CONTRACT
 - 1.01 Recognition
 - 1.02 Severability

- II. EMPLOYMENT PROVISIONS
 - 2.01 Part-Time/Temporary Contract
 - 2.02 Nondiscrimination Policy
 - 2.03 Teacher (Defined)
 - 2.04 Professional Evaluation
 - 2.05 Employment Recommendation
 - 2.06 Conditional Employment
 - 2.07 Suspension/Dismissal
 - 2.08 Assignment
 - 2.09 Transfers
 - 2.10 Supplemental Assignment
 - 2.11 Reduction in Staff
 - 2.12 Summer School
 - 2.13 Night Alternative School
 - 2.14 Internet-Based Instruction

- III. INDIVIDUAL RIGHTS
 - 3.01 Personnel File
 - 3.02 Right to Representation
 - 3.03 Staff Relations
 - 3.04 Member Rights
 - 3.05 Grievance Procedure
 - 3.06 Protection of Members
 - 3.07 Member's Right to Due Process
 - 3.08 Drug Testing

- IV. ASSOCIATION RIGHTS AND PRIVILEGES
 - 4.01 Association Leave
 - 4.02 Use of School Buildings/Mail
 - 4.03 Availability of Information
 - 4.04 Printing/Distribution of Negotiated Contract
 - 4.05 Release Time for President

- V. LEAVE PROVISIONS
 - 5.01 Sick Leave
 - 5.02 Personal Business Leave
 - 5.03 Professional Enrichment In-Service Days

- 5.04 Leaves of Absence
- 5.05 Family Medical Leave Provisions
- 5.06 Jury Duty Leave and Compensation
- 5.07 Military Leave
- 5.08 Legal Proceedings Leave

VI. WORKING CONDITIONS

- 6.01 Work Year/Work Day
- 6.02 Preparation Time
- 6.03 Lunch Period
- 6.04 Dress Code
- 6.05 Absence-Substitute Hired
- 6.06 Facilities
- 6.07 Private Access to Telephone
- 6.08 Non-Classroom Duties
- 6.09 Class Size
- 6.10 Conferences
- 6.11 Committee Appointments
- 6.12 Student Discipline
- 6.13 Inclusion
- 6.14 Innovative Programs
- 6.15 Financial Accounting Procedures
- 6.16 Faculty Meetings
- 6.17 Lesson Plans

VII. FRINGE BENEFITS

- 7.01 Sick Leave Accumulation Reimbursement
- 7.02 Retirement Contribution
- 7.03 Social Security
- 7.04 Work Related Injury
- 7.05 Unemployment Compensation
- 7.06 Fringe Benefit Program

VIII. COMPENSATION

- 8.01 Member Substitute Pay
- 8.02 Reimbursement for Use of Personal Automobile
- 8.03 Payroll Deductions
- 8.04 Compensation
- 8.05 Supplemental Compensation

IX. APPENDIX

- 9.01 Grievance Form
- 9.02 Professional Educators Evaluation Forms
- 9.03 Compensation Schedule
- 9.04 Supplemental Compensation Index

- 9.05 Sick Leave Sharing Form
- 9.06 Physician's Statement
- 9.07 District Request
- 9.08 Donation Form

X. SPECIAL SERVICES SPECIALISTS

PROCEDURAL AGREEMENT

SCOPE OF CONTRACT

1.01 RECOGNITION

The Moore School Board, hereinafter Board, hereby recognizes The Education Association of Moore (TEAM), hereinafter Association, as the exclusive representative for all the Members of the Bargaining Unit whether under contract, on leave, full or part-time, for the purpose of collective bargaining on all matters affecting wages, hours, fringe benefits, and other terms and conditions of employment.

No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any employee or group of employees by the employer or any of its agents or representatives, unless it has been made, ratified, and agreed to in writing by the Association and the Board. Any such agreement shall not constitute a precedent in the future enforcement of any terms contained herein.

Unless otherwise indicated, the term, Member of the Bargaining Unit, (when used hereinafter in this Negotiated Contract), shall refer to all employees represented by the Association in the Bargaining Unit defined as all certified professional personnel of the Moore School District, excluding administrators, directors, coordinators, supervisors, and any newly created positions which are principally supervisory or administrative.

The Association or its Members shall not strike or threaten to strike as a means of resolving differences. If the Association or its Members engage in a strike, then the organization shall cease to be recognized as representative of the professional educators and the school district shall be relieved of the duty to negotiate with such organization or its representatives as outlined in current Oklahoma School Law (70-509.8).

BOARD RIGHTS

The Board retains all rights and authority it possesses by law. This Contract shall not impair the rights provided by law either to the Board or the Association. Policies, regulations, and by-laws heretofore and hereafter adopted by the Board, and not the subject of an agreement between the parties, shall remain in full force and effect. The Policies affecting the terms and conditions of employment may be subject to negotiations in accordance with subsequent paragraphs of this Article.

DURATION

The 2019-2020 Negotiated Contract shall take effect at 12:01 a.m. on July 1, 2019, and shall be in full force and effect until June 30, 2020. If a successor contract has not been negotiated by June 30, 2020, the Association and the Board agree to the continuation of those provisions allowed by state law of the expired contract.

If the Association or the Board desires to propose changes to this agreement, they shall do so in accordance with the Procedural Agreement. (1999-2015 per annum)

1.02 SEVERABILITY

If any provision(s) of this Contract or any application of the provisions of this Contract to any person(s) is found, by a court of competent jurisdiction, to be in conflict with any federal or state law, regulation, ruling or order, now or hereinafter enacted or issued, such provision or application shall be inoperative but the remaining provisions

hereof shall continue in effect. Upon request of the Association or the Board, within ten (10) days after such finding(s), the parties shall meet solely for the purpose of negotiating the provision(s) affected.

II. EMPLOYMENT PROVISIONS

2.01 TEMPORARY/PART TIME CONTRACT

Temporary Contract - A contract with a definite starting and concluding date.

All certified personnel will be initially hired on a temporary contract. Any certified employee recommended for re-employment for a second school year will be re-hired on a temporary contract. This second year contract will advance to a continuing contract if the employee has demonstrated effective performance through the evaluation process for that school year. Effective performance is defined as reaching at least a 2.8 cumulative numerical rating for evaluations using the TLE Qualitative Evaluation Model. Pursuant to meeting this effective rating, the employee's contract status will be advanced to continuing status for re-hiring consideration by March 31st of that school year.

Part-Time Contract - A continuous contract in which Members of the Bargaining Unit shall have all benefits including career status. If the position becomes a full time position the Member may be offered said position. The Member shall be notified by April 10 if the position is to be non-renewed. In the case of non-renewal the Member shall have the right to a Board hearing.

When a Member has taught in a part-time position for three or more years, he/she shall be offered the position if his/her current position is made full time. (1999, 2015)

2.02 NONDISCRIMINATION POLICY

There shall be no discrimination against any Member of the Bargaining Unit covered by this contract in a manner, which would violate any applicable laws on the basis of race, color, creed, national origin, age, gender, marital status, sexual orientation, or disability as defined by the Americans with Disabilities Act in the evaluation, employment, transfer, or promotion of personnel. (2013)

2.03 TEACHER (DEFINED)

"Probationary teacher" means a duly certified or licensed teacher who has completed less than three (3) consecutive complete school years of teaching in the Moore School District under a written teaching contract, as provided by law.

"Career teacher" means a duly certified teacher who has completed three (3) or more consecutive complete school years of teaching service in one school district in Oklahoma under a written teaching contract, as provided by law.

The Moore School District, employing a teacher who has previously held career status within the State of Oklahoma, may grant career status upon renewal of the teacher's contract following the first year in the District and shall grant career status upon completion of the second year in Moore unless:

- A. There has been a break in service greater than one (1) year.
- B. Out of state experience greater than one (1) year shall be considered a break in career status.
- C. The Member of the Bargaining Unit has been placed on Conditional Employment Status.
- D. At the end of the first year, the Member of the Bargaining Unit who has completed three (3) or more years in one school district under a written teaching contract and has met the requirements of subparagraph A, B, or C of this paragraph may request his/her principal submit a petition to the superintendent requesting that the Member be granted career status.

Upon written request, the Member shall receive written notification that he/she has achieved career status in the Moore School District (2012, 2015).

2.04 PROFESSIONAL EVALUATION

A. Definitions:

1. Formal Evaluation – A process for improving the education of pupils through Member professional growth and as criteria for Member contract renewal. Evaluation is an ongoing process encompassing the entire educational experience. The formal evaluation in compliance with the state-adopted Tulsa Model framework must include each of the following steps:
 - a. Pre-observation conference (upon request of evaluating administrator or Member)
 - b. First individual classroom observation
 - c. First observation conference (within 5 school days of first observation)
 - d. Second individual classroom observation.
 - e. Second observation conference (within 5 school days of second observation)
 - f. Written formal evaluation
 - g. Evaluation conference (may be combined with second observation conference)
2. Member Evaluation Forms – The purpose of Member evaluation forms as provided in Article 9.02, is to provide consistency throughout the District in reporting information through established criteria for formal evaluation through the Tulsa Model framework. The District may utilize a software platform to store and report evaluation data to the Member and State Department of Education as required by law. Any areas of needed improvements shall be so noted and a corresponding plan of improvement provided as specified in Section C of this Article.

B. Procedures:

The building principal or the assistant principal(s) have the sole responsibility for evaluation.

Formal evaluation shall be made of probationary Members a minimum of twice during the school year, once prior to December 1 and once prior to March 10 each year. Formal evaluation shall be made of career Members a minimum of once every school year prior to March 10. Career members who received an overall ranking of “Highly Effective” or “Superior” on the prior year’s evaluation may be evaluated once every three years. In this case, the career Member’s overall ranking on the Tulsa Model qualitative rubric will be carried over and stand during the non-evaluation years. The following scale is in accordance with the Tulsa Model and shall be used for the rankings:

From	To	Ranking
Less than 1.8		Ineffective
Equal to or greater than 1.8	Less than 2.8	Needs Improvement
Equal to or greater than 2.8	Less than 3.8	Effective
Equal to or greater than 3.8	Less than 4.8	Highly Effective
Equal to or greater than 4.8		Superior

Step 1: Pre-observation Conference - A pre-observation conference may be requested by the evaluating administrator or Member to be evaluated. The purpose of this conference shall be to schedule a window for observation and review lesson plans and objectives. This conference may also serve as a time to collaboratively review artifacts as evidence of effectiveness for various Tulsa Model rubric indicators. No written forms shall be required for pre-observation.

Step 2: Observations and Observation Conferences – The evaluating administrator shall conduct a minimum of two individual classroom observations of not less than thirty (30) minutes each. The evaluating administrator will provide a maximum window of time of five (5) instructional days in which each observation shall occur. If the observation does not occur within the specified time, the evaluating administrator must confer with the teacher and reschedule, observing the same notice time frame. Observations shall not be conducted on the day immediately following any extended break in the instructional calendar (whether scheduled or unexpected). Observation conferences must be held after each of the two observations and timely feedback shall be given to the Member following each of the observations. The evaluating administrator may suggest a third observation and conference prior to completing the written evaluation in order to provide additional time for improvement, but this must be approved by the Member. The Member also has the right to request a third observation and conference. The Member and evaluating administrator shall review and sign a Member observation form for each observation. A copy of each observation form must be given to the Member and kept in the Member’s site personnel file.

Step 3: Evaluation and Evaluation Conference – The evaluating administrator shall complete the written evaluation and hold an evaluation conference with the Member. The evaluation conference may be combined with the second (or third) observation conference. The Member and evaluating administrator shall review and sign the Member evaluation form. The signature of the Member does not indicate agreement with the evaluation. A copy of the evaluation form must be given to the Member, kept in the Member’s site personnel file, and sent to ASC to be kept in the Member’s official personnel file. The Member shall have the right to place in his/her site and official personnel file a response/rebuttal to any written evaluation within ten (10) work days of receipt of the evaluation. The response/rebuttal will be attached to the written evaluation. Any adverse evaluation of a Member’s performance placed in the Member’s site or official personnel file may be subject to the grievance procedure in accordance with Article 3.05: GRIEVANCE PROCEDURE, of the Contract.

C. Assistance for Suggested Areas in Need of Improvement:

Administrators are encouraged, as the performance issues may dictate, to communicate informally with a Member before issuing a detailed written plan of improvement. When the evaluation process of a Member indicates the need to improve professional skills, the evaluating administrator shall provide a detailed plan to eliminate difficulties noted on the observation and/or evaluation through a Goal Setting Form and/or Personal Development Plan.

These plans for improvement fall under the guidelines set up in ARTICLE 2.06: CONDITIONAL EMPLOYMENT, of this contract.

Goal Setting Form – The Goal Setting Form is intended for collaborative use between an evaluating administrator and Member needing further development. The Goal Setting Form may be used after any observation or after an evaluation in lieu of a Personal Development Plan if all the following conditions apply:

- the Member has no more than 2 ratings of “needs improvement,”
- the Member has no ratings of “ineffective,”
- the evaluating administrator does not anticipate exiting the Member.

The Goal Setting Form shall be developed collaboratively between the Member and evaluating administrator, confined to 2 indicators or fewer, and time-bound within a maximum window of twenty (20) school days. The goals and actions within the Goal Setting Form must reflect and reference relevant dimensions and indicators of the Tulsa Model rubric. It does require follow-up at a post conference. (This post conference may be included as part of an observation conference or evaluation conference.) The Goal Setting Form shall be signed by the Member and evaluating administrator when the form is first developed and again at the post conference. If use of the Goal Setting Form is not successful at the evaluation stage, then a Personal Development Plan is warranted. The Goal Setting Form including follow-up documentation shall be attached to the final evaluation and a copy must be given to the Member and kept in the Member’s site personnel file.

Personal Development Plan – A Personal Development Plan may be issued to a Member in response to areas rated below effective during an observation. A Personal Development Plan shall be issued to a Member who receives a rating of “ineffective” or “needs improvement” on any indicator of the evaluation (unless a Goal Setting Form will be used in lieu of a Personal Development Plan). The goals and actions within the Personal Development Plan must reflect and reference relevant dimensions and indicators of the Tulsa Model rubric. The Personal Development Plan may be developed collaboratively between the Member and evaluating administrator. It shall be confined to a maximum of 4 indicators and time-bound within a maximum window of two (2) months. It does require follow-up at a post conference. This post conference may be included as part of an observation conference or evaluation conference. The Personal Development Plan shall be signed by the Member and evaluating administrator when the form is first developed and again at the post conference. The Personal Development Plan including follow-up documentation shall be attached to the final evaluation and a copy must be given to the Member and kept in the Member’s site and official personnel file.

If the current evaluation model, forms, or process need to be revised, it shall be done by a committee composed of three building principals or other administrators as selected by the Superintendent and three Members selected by TEAM. Refer to the evaluation forms attached hereto as Appendix 9.02. (2011, 2012, 2013, 2014, 2016)

2.05 EMPLOYMENT RECOMMENDATION

Recommendations regarding employment shall be made yearly by the principal to the Superintendent. The evaluating administrator shall complete a "Professional Educators Employment Status Form" for each Member of the Bargaining Unit, and a copy shall be given to the Member prior to April 10th of each year. Members who are recommended as non-reemployed or placed on conditional status, shall be notified as specified in ARTICLES 2.04: PROFESSIONAL EVALUATION; 2.06: CONDITIONAL EMPLOYMENT; 2.07: SUSPENSION/DISMISSAL; 2.11: REDUCTION IN STAFF of this Contract.

2.06 CONDITIONAL EMPLOYMENT

When the evaluating administrator determines that a Member of the Bargaining Unit is performing unsatisfactorily in any area, the Member shall be notified in writing. The areas of unsatisfactory performance shall be identified and written suggestions for improvement shall be listed and the evaluating administrator should make a reasonable effort to assist the Member to correct whatever appears to be the cause for potential dismissal or non-reemployment. A reasonable time for improvement, which time shall not exceed two (2) months shall be given. At the evaluating administrator's discretion the time for improvement may be extended. The nature and gravity of the Member's conduct shall be considered in determining what length of time would be reasonable.

When the plan of improvement has been completed, the Member shall be notified in writing that the plan has expired or been extended. If the Member does not correct the cause for potential dismissal or non-reemployment within a reasonable length of time, the principal shall make a recommendation to the Superintendent of the school district for the dismissal or non-reemployment of the Member. Upon the recommendation of the principal, the Member may be placed on conditional employment status.

2.07 SUSPENSION/DISMISSAL

SUSPENSION

The Superintendent may suspend a Member of the Bargaining Unit with pay and benefits without notice or hearing, if he/she determines that the best interests and welfare of the students in the school district require such action, pending final determination by the Board of a career/probationary Member's dismissal or non-reemployment.

GROUND FOR DISMISSAL

Subject to the provisions of the Teacher Due Process Act of 1990 and amendment by HB 2756 (2006), a probationary Member may be dismissed or not reemployed for cause.

A career Member may be dismissed or not reemployed for the following statutory grounds:

- A. Willful neglect of duty;
- B. Repeated negligence in performance of duty;
- C. Mental or physical abuse to a child;
- D. Incompetency;
- E. Instructional ineffectiveness;
- F. Unsatisfactory teaching performance;
- G. Commission of an act involving moral turpitude; or
- H. Abandonment of contract.

A Member convicted of a felony shall be dismissed or not reemployed. A Member may be dismissed or not reemployed after a finding by a court of competent jurisdiction that such Member has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the Member's performance. (2006)

DISMISSAL

Before a Member may be dismissed or not reemployed, the Board shall send a copy of the Superintendent's recommendation to the Member by certified mail, restricted delivery, return receipt requested, by personal delivery to the Member with a signed acknowledgement of receipt, or by delivery by a process server. By the same manner, the Board shall notify the Member of said Member's right to a hearing before the Board and the

date, time, and place set by the Board for the hearing, which shall be held not sooner than twenty (20) days or later than sixty (60) days after the Member's receipt of notice. At said hearing the Member shall be entitled to all rights guaranteed under such circumstances by the U.S. Constitution and the Constitution of Oklahoma.

Notice to a probationary Member shall specify the cause upon which the recommendation is based. Said notice shall also specify the underlying facts supporting the recommendation. The Board shall notify the probationary Member of its decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested, by personal delivery to the Member with a signed acknowledgement of receipt, or by delivery by a process server. The Board's decision regarding a Member shall be final.

Notice to a career Member shall specify the statutory grounds upon which the recommendation is based. Said notice shall also specify the underlying facts supporting the recommendation. The Board shall notify the career Member of its decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested, by personal delivery to the Member with a signed acknowledgement of receipt, or by delivery by a process server.

The Member shall receive any compensation and benefits to which said Member is otherwise entitled until such time as the Board's decision becomes final. Provided, however, if the hearing for a Member is for non-reemployment of the Member, such compensation and benefits may be continued only until the end of said Member's current contract. (2011)

2.08 ASSIGNMENT

Definition: Assignment is a change of job within a site.

Members of the Bargaining Unit shall be placed in positions for which they are qualified as determined by law and/or the State Department of Education of Oklahoma.

Assignment of personnel within the building shall be the responsibility of the building principal. Assignment decisions shall be made on the basis of the following criteria, which are listed in order of priority:

1. Needs of the district as specified by the site administrator.
2. All qualifications of all candidates for the position including degree level in subject area/grade level.
3. Ability to meet the specified needs of the assignment.
4. Expressed desire of the Member regarding assignment.
5. Length of service in Moore.
6. Length of service at site(s).

The site administrator shall provide written rationale to demonstrate consideration of the above stated criteria, if requested.

VOLUNTARY ASSIGNMENT CHANGES

Members of the Bargaining Unit who desire an assignment change, i.e. grade level/subject area, in the same building for the following school year may file a written statement with the building principal. Members may request to be assigned to posted positions at any time in accordance with the provisions of the posting. When a Member is denied an assignment change, he/she may request a conference to discuss the reason(s) for the denial.

INVOLUNTARY ASSIGNMENT CHANGES

When an involuntary assignment change is deemed necessary, within the same building, a conference shall be held with the Member(s) affected by the change to discuss the reason(s) for the involuntary assignment. This conference shall be held as soon as possible after the need is recognized and at least two (2) weeks prior to assignment change. During the first three (3) student weeks of each semester, involuntary changes in assignment may be made as justified by enrollment with less than two (2) weeks notification. (1999, 2001, 2002, 2004, 2006,2007)

2.09 TRANSFERS

Definition: Transfer is a change of job to another site(s).

Transfers of Members of the Bargaining Unit to positions at other sites within the District shall be made on the basis of the following criteria, which are listed in order of priority:

1. Individual school personnel increase or decrease.
2. All qualifications of all candidates for the position including degree level in subject area/grade level.
3. Ability to meet the specified needs of the transfer.
4. Expressed desire of the Member regarding the transfer.
5. Length of service in Moore.
6. Length of service at site.

VOLUNTARY TRANSFERS

A Member of the bargaining unit who desires transfer to another site must make application for posted positions at any time in accordance with provisions of the posting using the online current opening procedures.

Any member may request a conference with the Assistant Superintendent/Personnel concerning assignments and/or transfers.

As job openings occur, notice of these openings shall be posted on available electronic media a minimum of five (5) workdays prior to the closing date by the superintendent or designee. Such notice shall specify the time limit for submitting application for the vacancy. Those applicants interviewed but not selected shall be notified within ten (10) workdays after the selection has been made. Notice of certified openings shall be electronically sent to the Association.

Any Member may request a conference with the Assistant Superintendent (Personnel) concerning assignments and/or transfers.

ADMINISTRATIVE TRANSFERS:

When administration determines the need to fill a vacancy with a teacher from another site (before any member is involuntarily transferred) the administrator at the sending site will ask for transfer volunteers qualified for the position to make the transfer to fill the vacancy. If more than one person applies for the transfer position, the receiving principal will interview the applicants for the position and make a selection. A time frame for application will be determined by the administration. (2017)

INVOLUNTARY TRANSFERS

When an involuntary transfer is deemed necessary, a conference shall be held with the Member(s) of the Bargaining Unit who shall be affected by the change to discuss the reason(s) for the involuntary transfer. This conference shall be held as soon as possible after the need is recognized and at least two (2) weeks prior to final placement. During the first three (3) student weeks of each semester, transfers may be made as justified by enrollment with less than two (2) weeks notification.

Final recommendations for a transfer shall be made jointly by the principals and the Superintendent or designee. (1999, 2006, 2007, 2009, 2015)

2.10 SUPPLEMENTAL ASSIGNMENT

Definition:

Supplemental Assignment: Any professional assignment voluntarily accepted by a Member of the Bargaining Unit in addition to that Member's primary teaching responsibility. (Refer to SUPPLEMENTAL COMPENSATION INDEX attached hereto as APPENDIX 9.04.)

A Member who voluntarily accepts assignments supplemental to his/her primary teaching assignment shall be compensated in accordance with ARTICLE 8.05 - SUPPLEMENTAL COMPENSATION.

Contracted Supplemental Assignments shall have the same leave benefits as regular teaching assignments.

Supplemental Assignments listed in the "Professional" category of Appendix 9.04 are appointed annually and require the submission of a Plan of Action in Leadership (PAL) for consideration prior to appointment. This PAL will include:

1. a candidate's qualification for the expectations of the role as determined through discussions with the appropriate Coordinator or Administrative Leader,
2. specific goals and objectives for the coming year with a plan for determining if goals and objectives were met and to what degree.

For each Supplemental Assignment at each site, a separate file of all PALS submitted per year will be held for a period of 3 years.

If and when a Member is relieved of his/her Supplemental Assignment(s) either voluntarily or involuntarily, his/her employment status and/or career status shall not be affected.

Before a Member is relieved of his/her Supplemental Assignment, the Member must be informed in writing of the reasons in a timely manner.

In the event a supplemental assignment must be filled outside of the bargaining unit, the district will notify the Association. (2008, 2014)

2.11 REDUCTION IN STAFF

Definition:

The term, "seniority", as used in this Agreement, shall mean the longevity with the District based on continuous, full time, contractual employment commencing with the signing of a *Conditional Offer of Employment Form* by the Member with the Moore School District. Beginning with the Members hired for the 1999-2000 school year, in cases of the same signing date, the date and time when the member was conditionally offered his/her job by the Assistant Superintendent/Personnel will determine seniority status. Seniority shall not be broken nor shall it continue to accrue when a person is on authorized leave or on layoff. Members shall be required to update their certification no later than June 30 of each year.

When due to declining student enrollment in a given program area and/or the District, school closure, or financial shortfall it becomes necessary to reduce the number of Members in a given program area or to eliminate or consolidate positions, the Board shall follow the procedure listed below:

- A. Normal attrition throughout the District. In the event that a Member's position has been shown to be in excess, said Member shall be transferred to a vacant position within the school system for which he/she is certified.
- B. If normal attrition does not sufficiently reduce the certified staff, the TLE score shall be the primary consideration in the reduction process. If TLE scores are the same, the following items shall be considered in the reduction process in the order they are listed:
 - 1. Probationary Members shall be released before career Members who are legally qualified to hold positions currently held by Probationary Members.
 - 2. Seniority in the District;
 - 3. Length of service in current assignment;
 - 4. Academic and professional preparation beyond minimum certification requirements; and
 - 5. Total number of years teaching experience.

The prime consideration in executing the reduction in force using the criteria listed above is to assure the retention of fully qualified Members to replace and perform all the needed duties of the terminated Members. The Board shall follow the requirements of the continuing contract law in terminating Members in order to reduce staff. However, if a Member whose position has been eliminated refuses the offer of a position for which he/she qualifies, he/she shall be dismissed.

NOTICE TO INDIVIDUAL MEMBER

After all determination selections have been exercised, the Board shall give written notice of that fact by certified mail, return receipt requested, to the Member to be terminated. The notice shall include a statement of the conditions requiring termination of employment. The Member's address as it appears on the District's record shall be deemed to be the correct address. It shall be the Member's responsibility to see that the District has his/her current address on file.

OBLIGATION WITH RESPECT TO REEMPLOYMENT OR OTHER EMPLOYMENT

- A. For one (1) year after the effective date of termination pursuant to this procedure's provisions, the Board shall offer to a Member who has been terminated all positions that become available for which he/she is certified. Every possible effort shall be made to return said Member to the position held immediately prior to layoff or to a substantially equivalent position. If several former Members are certified for a position, the position shall be offered to the certified Member who had the most seniority when laid off. The offer shall be made by certified mail, return receipt requested, and the Member shall be notified that he/she must submit acceptance within ten (10) calendar days. Acceptance shall be in writing.
- B. A Member who is recalled within one (1) year shall have restored all benefits accrued on the effective date of the termination, and for payroll purposes shall be given credit for all previous teaching experience to which he/she would be entitled under this Contract.
- C. A Member who is laid off shall remain on the recall list for one (1) year after the effective date of layoff unless the Member:
 - 1. Waives recall right in writing;
 - 2. Resigns; or
 - 3. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position. (2001, 2012)

2.12 SUMMER SCHOOL

A notice of summer school to be held in the Moore Public Schools shall be posted as soon as the needs for summer school have been established. This notice shall include location, application procedure for teachers, session dates, anticipated teaching positions available and compensation.

Employment for summer school teaching positions shall be based on the following criteria listed in order of priority:

- A. Need;
- B. Qualification as compared to all applicants; and
- C. Length of service experience in Moore summer school.

Refer to Article 8.04 (O): COMPENSATION for the rate of pay.

In the event a summer school assignment must be filled outside of the bargaining unit, the district will notify the Association. (2008)

2.13 NIGHT ALTERNATIVE SCHOOL

A notice of night alternative school positions available in Moore Public Schools shall be posted in accordance with paragraph two, Voluntary Transfer, Article 2.09 TRANSFERS.

Night alternative school teaching positions shall be filled on the basis of the following criteria listed in order of priority:

- A. Need;
- B. Qualification as compared to all other applicants; and
- C. Length of service in Moore Public Schools.

Refer to Article 8.04 (O): COMPENSATION for the rate of pay.

In the event a night alternative school assignment must be filled outside of the bargaining unit, the district will notify the Association. (2008,2009)

2.14 INTERNET-BASED INSTRUCTION

A notice of internet-based instruction positions available in Moore Public Schools shall be posted in accordance with paragraph two, Voluntary Transfer, Article 2.09 TRANSFERS.

Internet-based instruction teaching positions shall be filled on the basis of the following criteria listed in order of priority:

- A. Need;
- B. Qualification as compared to all other applicants; and
- C. Length of service in Moore Public Schools.

Refer to Article 8.04 (O): COMPENSATION for the rate of pay.

In the event a night alternative school assignment must be filled outside of the bargaining unit, the district will notify the Association. (2015)

III. INDIVIDUAL RIGHTS

3.01 PERSONNEL FILE

There shall be one (1) central personnel file for each Member of the Bargaining Unit, which shall be maintained at the Administrative Service Center. Principals may keep working files, but material not maintained in the central personnel file shall not provide the basis for discipline against a Member. No other personnel files shall be kept.

No material shall be placed in his/her personnel file(s) unless the Member has had an opportunity to review the material.

Incidents that result in disciplinary action must be documented within six (6) work days in which the affected Member is present at work after the Administrator has been made aware of said incident. The Member shall

acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

After the original document is signed by the Member, it must be placed in the Member's personnel file within five (5) workdays. With concurrence of the affected principal, documentation dated prior to May 10th of the current school year may be removed upon recommendation of a committee consisting of the affected Member, an Association Representative and the affected principal or the Assistant Superintendent for Personnel unless the Member has been placed on conditional employment status for the following school year.

The Member shall have the right to submit a written answer and/or rebuttal to such material and to have it attached to the file copy. Such rebuttal must be submitted to the evaluating administrator within ten (10) workdays of the date the document to be rebutted is signed by the affected Member. In the event the Member believes the material to be inaccurate, untrue, or unfair, he/she may grieve the matter.

Inspection - Upon request, a Member may inspect his/her personnel file(s) subject to the following:

- A. Inspection shall occur during the Member's non-working hours (including duty free lunch time) and scheduled preparation time. Said inspection shall be at a time and in a manner mutually acceptable to the Member, the Superintendent or designee. A Member may have a representative present while inspecting his/her file(s).
- B. Copies of material(s) in a Member's personnel file(s) shall be provided to the Member upon request. The Member shall bear the cost of the duplication.
- C. Pre-employment information, e.g. reference checks and responses or information provided the Board with the specific request that it remain confidential, shall not be subject to inspection or copying. (2001)

3.02 RIGHT TO REPRESENTATION

Members of the Bargaining Unit shall have the right to be accompanied by a Member of the Association at all conferences with Administrators and/or the Board of Education which deal with issues of performance. Prior to the conference, the Member shall notify the affected Administrator and/or the Board of Education of his/her intention to be accompanied by a Member of the Association. When a conference dealing with issues of performance is scheduled, the Administrator shall, in writing:

- A. Give, at least, twenty-four (24) hour notice of the scheduled conference(s) except in those instances where, in the judgment of the Administrator, the seriousness of the situation requires immediate attention.
- B. Inform Member of the specific nature of the subject to be discussed.
- C. Inform Member of his/her right to representation. (1999)

3.03 STAFF RELATIONS

The Board expects that the worth, dignity, and rights of the individual shall be a priority in all administrator/teacher relationships.

Members of the Bargaining Unit and administrators shall treat each other as professionals at all times. Their honor and integrity as educators shall receive the highest value and respect. (1999, 2002)

3.04 MEMBER RIGHTS

No Member of the Bargaining Unit shall be harassed or discriminated against by the Board of Education, Superintendent or any other administrative officer of the District or by any employee organization, its officers or any member thereof because of his/her exercise or non-exercise of rights under this Contract. It shall be prohibited for an employee organization, employee or employer to impede, restrain or coerce an employer or employees in the exercise of the rights guaranteed by state law or this Contract.

Members shall be provided electronic access at every site to a current state law book as compiled by the State Board of Education, the negotiated Contract, Board policies, and administrative directives which affect their employment in the Moore School District. (2001, 2012)

3.05 GRIEVANCE PROCEDURE

PURPOSE

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a claim of the grievant.

DEFINITIONS

- A. A "grievance" shall be defined, for the purpose of this document, as a violation of the items within the Contract.
- B. The term "grievant" shall refer to the Member making the claim. Two or more Members affected by the same issue may file a consolidated (joint) grievance. Signatures of each grievant will be attached to the initial grievance form. The term "grievant" may also refer to the Association when a violation of items within the Contract are procedural in nature. In the event the grievant is the Association, the signature shall be that of the Association president.
- C. The term "days" shall mean school days, except when a grievance is submitted less than ten (10) days before the close of school or during the summer. The time limits shall consist of working weekdays, excluding holidays.

STRUCTURE AND TIME LIMITS

- A. If any of the time limits outlined herein are not met by the grievant, the grievance shall lapse.
- B. If any of the time limits outlined herein are not met by the affected administrator, in any step, the grievant may proceed to the next higher step.
- C. All documents, communications, or records dealing with the grievance shall be filed separately from the personnel file of the grievant.

- D. Both parties agree that the written records pertaining to the grievance shall be kept confidential.
- E. The grievant must be present at all stages and shall be afforded the right to representation at any conference or hearing relating to the grievance. Options for representation afforded the grievant shall include but not be limited to:
 - 1. Association Member Rights Representative in the grievant's building;
 - 2. Association Member in the grievant's building;
 - 3. Association Member Rights Team Member;
 - 4. Non-association Member colleague in grievant's building;
 - 5. Other representation of grievant's choice; or
 - 6. No representation.
- F. Steps shall be followed in sequence, subject to being discontinued by grievant at any point in this procedure.

Informal Procedure

Within twenty (20) working days after the discovery of the occurrence or the act of omission giving rise to the grievance, the Member shall (a) promptly notify the Member's immediate administrator of the alleged violation, stating that a grievance may exist; (b) discuss the alleged grievance with the administrator; and (c) attempt to resolve the issue. Any written record of a complaint shall be destroyed if the grievance does not go beyond Step 1.

Level One

- A. If the grievance is not resolved through discussion, the grievant may submit a level one grievance form to the immediate administrator within five (5) days after the initial discussion.
- B. The immediate administrator shall convene a hearing with the grievant within five (5) days of receipt of the level one grievance.
- C. The immediate administrator shall reply on the level one form to the grievant within five (5) days of the hearing.

Level Two

- A. If the grievant is not satisfied with the level one decision, the grievant may submit the level two grievance form to the Superintendent/Designee within five (5) days of receiving the level one decision.
- B. The Superintendent/Designee shall convene a hearing with the grievant within five (5) days of receipt of the level two grievance.
- C. The Superintendent/Designee shall reply on the level two grievance form to the grievant within five (5) days of the hearing.

Level Three

- A. If the grievant is not satisfied with the level two decision, the grievant may submit the level three grievance form to the Clerk of the Board within five (5) days of receiving the level two decision.
- B. The Board shall convene a hearing with the grievant at the next regular board meeting unless said meeting will occur in less than ten (10) days. The hearing shall then be scheduled for the next succeeding board meeting or for a special board meeting.

Note: A copy of each completed Grievance Report Form shall be received by the Director of Personnel, affected administrator, grievant, and TEAM Member Rights Team. (Refer to the form attached hereto as APPENDIX 9.01.) (2012)

3.06 PROTECTION OF MEMBERS

Members shall not be required to work under unsafe or hazardous conditions as determined by proper regulatory authority, such as the Oklahoma State and Federal Departments of Health and Human Services, OSHA, local police and fire departments. Member concerns shall be reported in writing to his/her principal and the report shall be forwarded to the Superintendent or designee.

Any Member who is threatened with harm while performing his/her duties shall notify the building principal. The principal shall notify the proper authorities, if necessary, and shall provide such assistance, advice and moral support as required.

Any member who is unable to continue his/her contract of employment as a result of injury sustained in the reasonable performance of his/her duties from

1. Assault by a pupil, relative of a pupil or person of the pupil's household; or
2. Injury sustained as a result of quelling or attempting to quell or stop a fight, disorder or any disturbance related to a school function or activity shall be paid his/her full contract salary for the period of time as he/she is prevented from working as a result of injuries sustained during the performance of his/her duties up to the remainder of the contract year in which he/she was injured.

Nothing in this article should be construed to limit a Member's right to contact law enforcement when warranted or to seek additional legal recourse, such as filing criminal charges or pursuing other criminal or civil law remedies available to the Member. (2002, 2014)

3.07 MEMBER'S RIGHT TO DUE PROCESS

The Association and the Board agree to abide by the provisions of the "Teacher Due Process Act of 1990." (State Law 70-6-101.20, Sec. 75-85; School Law (1994), Sec. 123-132.)

When an issue regarding a Member is being investigated, the Member shall be given the opportunity to respond to allegations during the fact-finding process and prior to the conclusion of the investigation and/or any resulting disciplinary action being determined.

When a complaint is made about a Member, the administrator will attempt to schedule a meeting with the Member and the complainant. Generally, anonymous complaints shall be disregarded. Disciplinary action shall not be taken on unsubstantiated anonymous complaints.

DISCIPLINE PROCEDURE (MEMBERS)

The steps that will normally be followed in disciplining Members shall include:

- 1) Verbal reminder – the immediate administrator shall hold a conference with the Member to discuss issues of performance. No formal written documentation will be kept.
- 2) Verbal reprimand – a brief notation of time, date and incident signed by the Member shall be placed only in the immediate administrator’s working file at the site and a copy shall be given to the Member.
- 3) Written reprimand – in accordance with Article 3.01 Personnel File
- 4) Suspension – in accordance with Article 2.07 Suspension/Dismissal
- 5) Dismissal – in accordance with Article 2.07 Suspension/Dismissal

*Discipline may be initiated at any step of this procedure depending upon the severity of the incident. (1999, 2002)

3.08 DRUG TESTING

No Member of the Bargaining Unit, other than Bus Drivers subject to Department of Transportation regulations, shall be required to be tested for the use of any drug or alcohol unless a reasonable suspicion, as defined by state law, exists.

IV. ASSOCIATION RIGHTS AND PRIVILEGES

4.01 ASSOCIATION LEAVE

A pool of sixty (60) days shall be provided to the Association for the purpose of legislative visits, Association related professional meetings, and Association business. No more than seven (7) days shall be used from this pool on a given day except for Delegate Assembly. No individual Member, other than the TEAM Vice-President(s), Treasurer, Legislative Chairperson, and Media Chairperson shall use more than four (4) days from the pool during the school year. Days from the pool may not be approved for use by individual Members who have exhausted all other sources of leave. Association leave may be granted on an hourly basis.

Written request for use of Association leave shall be made to the Superintendent or designee through the President of the Association twenty-four (24) hours in advance of the anticipated absence.

Substitutes shall be provided by the District where needed. (2008,2010)

4.02 USE OF SCHOOL BUILDINGS/MAIL

The Association shall have the right to use school buildings for Association meetings and/or business upon arrangement with the building administrator. Association meetings may be called during the time immediately preceding or following the students' school day.

The Association shall have the right to place Association identification on the mailboxes of all Members of the Association and to place notices, circulars, and other material in the mailboxes of all Members of the Bargaining Unit.

Electronic communication may be used for Association business in accordance with Board policy.

4.03 AVAILABILITY OF INFORMATION

The Board Clerk shall make available to the Association a copy of the official agenda and/or addenda for each meeting of the Moore Board of Education on the same day such copies are made available to the administrative staff.

The Board Clerk shall make available to the Association copies of the minutes of each Board meeting at the same time such copies are made available to the administrative staff.

Upon written request to the District's Public Information Access Officer or Designee, access to public documents shall be provided to the Association in a timely manner in accordance with the Oklahoma Open Records Act.

4.04 PUBLICATION/DISTRIBUTION OF NEGOTIATED CONTRACT

Within ten (10) days of ratification, the Bargaining Teams representing the Board and Association will be provided draft copies by the Board to proofread and mark for corrections. Within fifteen (15) days of ratification, the spokesperson for the Board and the Association shall sign off on a final corrected copy. The Board shall be responsible for typing and preparing the contract for publishing. The Board shall be responsible for publishing the contract on the District Internet site, within twenty (20) days following the signing of the final corrected copy. The cost of printing this negotiated contract shall be shared equally by the Association and the Board. The contract shall be printed in the school facilities, provided that time lines can be met. The contract will be printed in sufficient quantity to provide up to one hundred (100) copies each for the Board and the Association. The Board and/or the Association may request additional copies at their own expense. Printed copies of the negotiated contract shall be available for distribution within twenty (20) days from the date the corrected copy was approved for printing. (2005, 2015)

4.05 RELEASE TIME FOR PRESIDENT

The Board shall grant to the President of the Association full time leave for the current school year.

Upon returning to the classroom, the President shall be returned to the same assignment held before serving as President. If the assignment previously held by the president has been eliminated during the leave of absence, the president shall be returned to a substantially equivalent position. While on leave, the President shall continue to receive and accrue all benefits, except leave benefits, normally associated with his/her assignment including advancement on the salary schedule, if any occurred at the president's location on the salary schedule during the leave of absence, for time served as president.

All the described provisions for President will be applied to PAR Teacher Leaders during their term of the grant.

The Association shall pay one hundred percent (100%) of the cost of all salary and benefits for the President. (2015)

V. LEAVE PROVISIONS

5.01 SICK LEAVE

Definitions:

"Immediate family" shall be defined as a spouse, child, stepchild, parent, stepparent, grandchild, grandparent, or household member of the recipient.

"Disability" shall be defined as a condition depriving one of the ability to perform one's assignment because of physical or mental impairment.

Each Member of the Bargaining Unit shall have ten (10) days sick leave each year, with unlimited accumulation. New Members may bring a maximum accumulation of sixty (60) sick leave days into the system. The ten (10) days are granted on the first workday of the Member's school year.

- A. Sick leave may be used for temporary disability of the Member or his/her immediate family.
- B. The Sick Leave Sharing Plan is a program from which the Members of the Bargaining Unit, who have used all of their fully paid sick leave days and are unable to perform their contracted duties, may access additional fully paid sick leave days. These days are intended for use for personal or family illness.

A Member may donate sick leave to another Member for the following reasons:

1. the Member has exhausted or will exhaust all fully paid sick leave due to pregnancy, miscarriage, childbirth and recovery there from, an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature, of the Member; or,
2. the Member has exhausted or will exhaust all fully paid sick leave due to pregnancy, miscarriage, childbirth and recovery there from, an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature, of his/her immediate family; and,
3. the condition has caused or is likely to cause the Member to take extended sick leave at substitute dock (See "C" of this Article) or to go on leave without pay or to terminate employment.

On the basis of the above criteria, a Member may donate sick leave days/hours to any Moore Public School employee requesting sick leave sharing days, provided that the donating Member's total sick leave balance does not fall below twenty (20) days/one hundred thirty-five (135) hours. All donated sick leave must be given voluntarily.

No Member shall be coerced, threatened, intimidated, or financially induced into donating sick leave for purposes of the sick leave sharing plan.

A Member requesting donated days must first provide the Superintendent or designee with a medical certificate from a licensed physician or healthcare practitioner verifying the severe or extraordinary nature and expected duration of the condition. "Severe" or "extraordinary" means serious, extreme or life threatening including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery there from. If a Member is unable to give timely notice, he/she shall do so as soon as possible

in order to receive proper compensation. A Member may receive up to a maximum of one hundred (100) donated days.

A Member may receive donated sick days/hours from any Moore Public School employee. Any donated sick leave may only be used by the Member for the purpose for which it was requested. Any donated sick leave not used during a particular occurrence shall be returned to the donors on a prorated basis.

The Superintendent or designee shall determine whether a Member meets the criteria above. The Member will receive written notification of the decision within six (6) workdays.

Records for the Sick Leave Sharing Plan will be kept in the Administrative Service Center.

- C. In the case of substantiated extended personal disability which occurs after all accumulated sick leave, including applicable sick leave sharing days, has been used, the Member is entitled to a period of not more than twenty (20) days extended sick leave for which only the standard amount of Board approved substitute pay shall be deducted from the Member's salary. The Member must apply in writing to the Assistant Superintendent for Personnel for access to these days. If a Member is unable to give timely notice, he/she shall do so as soon as possible in order to receive proper compensation.
- D. The Family and Medical Leave Act of 1993 (FMLA) provides a maximum of sixty (60) work days of job protected leave for certain family and medical reasons. To use this provision, the Member must have been an employee of the district at least one (1) year and worked 1250 hours. The sixty (60) work days of unpaid leave provided through FMLA shall run concurrently with paid sick leave and personal business leave until such leave is exhausted, at which time remaining days under the FMLA provision will be unpaid. For the duration of FMLA, and as long as the Member maintains the district's "group health plan," the District will continue to pay the District's portion of the Member's health insurance premium (see School Board Policy #2230).
- E. After this time, a Member shall be placed on leave without pay until the end of the contract period or until the Member is able to return to duty during the contract period. Provisions shall be made whereby the Member can arrange payment for all professional dues and insurance. When the Member recovers sufficiently to perform regular duties and returns to work, the Member shall be restored to such position or to a position of like seniority, status, and incentive pay. (1999, 2001, 2003, 2010)

5.02 PERSONAL BUSINESS LEAVE

Five (5) days personal business leave shall be granted to each Member during the school year; these days shall not be chargeable to sick leave. The Member's immediate supervisor must be notified as soon as the Member knows the personal business leave is to be used.

In special circumstances, after the five (5) days have been exhausted, the Assistant Superintendent (Personnel) may approve the use of days from the Member's sick leave accumulation to address the situation. The Member shall contact the Assistant Superintendent (Personnel) for access to these days.

The use of personal business leave shall be granted upon request except for the following:

- A. First three (3) student days or last five (5) student days of the school year

B. The student day preceding or following:

1. Labor Day
2. Thanksgiving
3. Winter Break
4. Spring Break

Exceptions may be granted by the Assistant Superintendent (Personnel) for special circumstances on an individual basis. The Member shall submit a written request. The request must be received by the Assistant Superintendent (Personnel) at least five (5) days prior to the requested date, whenever possible.

When such an absence would result in hardship for professional staff, students, school site or the school district, the administrator may consult with the Member about a postponement.

Any personal business leave days that are not used at the end of any school year will be converted to sick leave and added to the Member's sick leave accumulation at the beginning of the succeeding school year. (1999,2007, 2013)

5.03 PROFESSIONAL ENRICHMENT IN-SERVICE DAYS

In-service days for professional visitation, attendance or participation in professional workshops shall be provided to Members of the Bargaining Unit. These days shall be equitably divided between grade levels and/or departments with a minimum number of days equal to one-fourth (1/4) of the Members at each site.

Upon written request from the President of the Association to the Superintendent or designee, information concerning professional enrichment day's usage will be provided for the current school year on a quarterly basis.

5.04 LEAVES OF ABSENCE

A. A Member of the Bargaining Unit employed by the Moore Public Schools may be granted a leave of absence without pay under the following conditions:

1. Disability - A Member may be granted a leave of absence for substantiated extended disability after all sick leave has been expended.
2. TEAM President - Upon request, a leave of absence shall be granted each year to the President of The Education Association of Moore. This leave shall run concurrently with the Member's term as president.
3. Childbearing/Adoption/Placement of a Foster Child - A Member may be granted a leave of absence for the purpose of childbearing/adoption/placement of a foster child. This leave shall be for a limited period determined by the time frame necessitated by the childbearing/adoption/foster child placement process. This leave can be combined with a leave for childcare.
4. A Member may be granted a leave of absence to provide care for a family member including, but not limited to, spouse, children, parents, and grandparents (2017)

5. Good Cause - Other leaves of absence may be granted as justified by the Member and approved by the Superintendent.
- B. A Member of the Bargaining Unit who has been employed by the Moore Public Schools at least three (3) consecutive years as a full time contracted employee may be granted a one (1) or two (2) semester leave of absence without pay under the following conditions:
1. Educational Improvement - A Member may be granted a leave of absence for educational improvement. The Member must show proof of satisfactory completion of at least six (6) hours per semester from an accredited college or university.
 2. Child Care - A Member may be granted a leave of absence for the purpose of childcare or child rearing. This leave may be granted individually or in concert with childbearing/adoption/placement of a foster child.
- C. Leaves of absence shall be requested in writing at least thirty (30) days prior to the beginning date of the leave excepting leaves for disability, childbearing/adoption/placement of foster child or other situations justified by the Member. All leaves of absence shall be effective on the morning of the date requested for such leave to begin. Members requesting a leave of absence shall submit a written request to the personnel office. Such request shall designate the beginning date of the requested leave of absence. It shall be the obligation of the Member to notify the Superintendent or designee in writing confirming the intent to accept a teaching assignment by December 15 for a leave of absence ending first semester and by the last work day before spring break for a leave of absence ending second semester.

Upon return to duty following a leave of absence or FMLA (see Article 5.06 - FAMILY MEDICAL LEAVE PROVISIONS), the Member shall be returned to the same assignment, if available. If the position of the Member is eliminated during the leave of absence, the Member shall be returned to a substantially equivalent position.

Seniority shall not be broken nor shall it continue to accrue while a Member is on an approved leave of absence. Leaves of absence shall not extend past June 30 of the school year in which the leave commences.

Since the Member is only on a leave of absence, provisions may be made with the administration whereby payments can be made to retain all professional memberships and insurance in all legal areas. (1999)

5.05 FAMILY MEDICAL LEAVE PROVISIONS

The FAMILY AND MEDICAL LEAVE ACT of 1993 (FMLA) provides up to sixty (60) work days of unpaid, job protected leave to Members for certain family and medical reasons. To use FMLA a Member must have been an employee of the district for at least one (1) year and worked 1250 hours. The sixty (60) work days provided through FMLA shall run concurrently with paid sick leave and personal business leave until such leave is exhausted, at which time remaining days under the FMLA provision will be unpaid. The Member ordinarily must provide thirty (30) days advance notice when the leave is foreseeable.

Unpaid leave must be granted for the following:

1. Birth/Adoption/Foster Care Leave Care of the Member's child after birth or placement for adoption or foster care.

2. Family Leave Care of the Member's spouse, child, or parent who has a serious health condition.
3. Medical Leave For a serious health condition that makes the Member unable to perform his/her job.
4. Military Qualifying Exigency Leave An employee with a spouse, son, daughter, or parent on "covered active duty" may use their 12-week leave entitlement to address certain qualifying exigencies.
5. Military Caregiver Leave An employee is also entitled to take up to 26 weeks of leave during a single 12-month period (less any FMLA leave taken during the period for other purposes under this policy) to care for a "covered service member" with a serious injury or illness, if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member. This leave is applied on a per-covered-service member, per-injury basis, provided that no more than 26 workweeks of leave may be taken during a single 12-month period.

For the duration of FMLA leave, and as long as the Member maintains the district "group health plan," the District will continue to pay the District's portion of the Member's health premium (School Board Policy #2230). (2001, 2003, 2010)

5.06 JURY DUTY LEAVE AND COMPENSATION

If a Member of the Bargaining Unit absent on jury duty needs a substitute, this substitute shall be paid by the District. The Member shall incur no loss of salary and shall be entitled to keep all monies paid by the court for jury services.

A Member shall be paid by the District for only the actual number of days of jury duty for which he/she has been reimbursed by the court. If the Member is excused from jury duty for an entire day, he/she is expected to be at his/her assignment.

5.07 MILITARY LEAVE

Members of the Bargaining Unit who are either officers or enlisted members of the Reserve Corps of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, or any other component of the Armed Forces of the United States, including members of the National Guard, shall, when ordered by the proper authority to active duty or service, be entitled to a leave of absence from their employment for the period of such active service without loss of pay during the first thirty (30) days of such leave of absence.

5.08 LEGAL PROCEEDINGS LEAVE

A Member of the Bargaining Unit shall be granted on a day-to-day basis an absence, with pay, for any court appearances and legal proceedings to which he/she is summoned. The provisions of this item exclude any legal action initiated by the Member or any action resulting from a criminal charge filed against the Member.

The District shall grant a Member leave for jury service or as a witness subpoenaed in a criminal, civil or juvenile proceeding and shall pay the Member during such service the full, current contract salary.

If a member is required to attend legal proceedings related to his/her role as an MPS employee outside of the contractual work day/hours the district will consider compensation on a case-by-case basis to be approved or

denied by the Assistant Superintendent/Personnel. All documentation requested must be submitted along with the request.

VI. WORKING CONDITIONS

6.01 WORK YEAR/WORK DAY

The work year* for all Members of the Bargaining Unit shall be one hundred eighty-two (182) days which shall include:

- A. Not to exceed one hundred seventy-five (175) days of instruction, which includes two (2) parent-teacher conference days. Parent-teacher conference days will be scheduled over two (2) days. A total of six (6) hours must be allotted for conferences. Members shall designate which portions of the workday are available for the requisite conference times. In the event of school days being canceled by order of the Superintendent for weather and/or disaster events, Members of the Bargaining Unit will not be required to make up lost work days provided the State-defined student minimum of 1080 hours has been met.
- B. Three (3) in-service days prior to the first day of instruction with a fourth in-service day as a site improvement day.
- C. One (1) record day at the end of the first semester and one (1) record day at the end of the second semester. Each site principal shall have the flexibility to determine alternate attendance and dismissal requirements for the last record day, not to exceed the normal workday.

Definition: Record day is to be used to tabulate and record grades.

- D. One (1) day to be selected by the Association for a spring professional meeting for all Members of the Bargaining Unit.

All Members shall be assigned appropriate starting and dismissal times, provided that their workday shall be no longer than seven and one-quarter (7¼) consecutive hours.

*For purposes of compensation only, per diem is calculated on the basis of one hundred eighty-two (182) days for the current work year. (1999, 2001, 2002, 2003, 2011, 2015)

6.02 PREPARATION TIME

Each Member of the Bargaining Unit shall have scheduled preparation time during which he/she will not be assigned duties, including but not limited to supervision of students (unless a student aide has been requested), professional development, team meetings, and committee meetings. Twice a month the site administrator may call a mandatory meeting during the teacher's preparation time (2018).

- A. Elementary – No less than two-hundred-fifty minutes (250) per five (5) day week. One hundred seventy-five (175) minutes shall be in five (5) segments of no less than thirty-five (35) minutes. The additional minutes shall be in no less than twenty-five (25) minute segments or shall be added to the thirty-five (35) minute segments.

B. Secondary - One regular fifty-five (55) minute class period per day.

Counselors and Media Specialists shall schedule their own preparation time as needed.

A Member shall not be required to travel during his/her preparation time.
(1999, 2000, 2002, 2006, 2008, 2012, 2018)

6.03 LUNCH PERIOD

Each Member of the Bargaining Unit shall have a duty-free period of not less than twenty-five (25) consecutive minutes each school day to eat his/her lunch.

A Member may leave the school campus during his/her lunch period. The Member shall notify the office when leaving and returning to campus.

6.04 DRESS CODE

Members of the Bargaining Unit will maintain their own standard of professional dress, appropriate to their individual teaching activities.

If the Member and the affected administrator cannot reach agreement on a specific case of appropriate dress, said Member shall be notified in writing, by the affected administrator, of his/her concern and the necessity of a conference. The administrator shall advise the Member of his/her right to an Association Representative at said conference.

In situations deemed emergency by the immediate administrator, the Member may be asked to go home and change his/her attire. If the Member wishes to question the decision, that challenge should be made through the use of the grievance procedure.

6.05 ABSENCE-SUBSTITUTE HIRED

Each day that it is necessary for a Member of the Bargaining Unit to be absent from assigned duties, the Member must make every effort to enter the absence on the Moore automated substitute system. Members shall enter the absence as soon as the need for a substitute is known, at least one (1) hour prior to the Member's reporting time. Members who enter the absence prior to the established times and do not get a job number and/or Members who enter the absence after the established time shall also call their building principal or the principal's designee.

In the event of the absence of a Member to whom a class is assigned, and the above procedure is followed, all possible efforts shall be made to hire a substitute teacher. All possible efforts shall be made to hire a substitute teacher qualified in the necessary subject area. If neither a substitute nor a volunteer is available, a Member may be assigned to cover a class. (See ARTICLE 8.01: MEMBER SUBSTITUTE PAY) (2009)

6.06 FACILITIES

An attempt shall be made to assign each Member a regular teaching area appropriate for his/her teaching assignment. If a Member of the Bargaining Unit questions the appropriateness, conditions, or safety of his/her

teaching area, he/she shall present in writing his/her concerns to the building principal along with suggestions for making the teaching area more appropriate. For maintenance concerns, the Member shall notify designated administrator of the issue(s) via email or in a written format.

If the concern is not addressed within a reasonable period of time, the Member may request a verbal or written response from the building principal/designee as to the status of the concern.

Faculty at school sites may develop a committee or may direct the Safe Schools Committee to survey teachers and may make recommendations for facility utilization to the principal, the District's long range planning committee, and/or the Director of Operations for consideration.

Members will be notified in a timely manner when removing personal items and/or a change in room assignment are deemed necessary. Members will be given the option of moving their personal items. (1999, 2001, 2004, 2005, 2006, 2015)

6.07 PRIVATE ACCESS TO TELEPHONE

A telephone and conversational area shall be made available to all Members of the Bargaining Unit at each building site for private conversations.

6.08 NON-CLASSROOM DUTIES

Non-classroom duties shall include but not be limited to the following: playground duty, parking lot duty, bus duty, bicycle rack duty, hall duty, junior/safety patrol duty, cafeteria/lunch duty, etc.

Members of the Bargaining Unit shall not be involuntarily assigned non-classroom duties outside their workday, during their duty-free lunch, or during their preparation time without compensation.

If a sufficient number of Members do not elect to perform non-classroom duties, the building administrator may assign Members to said duties and they will be compensated in accordance with ARTICLE 8.05: SUPPLEMENTAL COMPENSATION.

Members required to travel between school sites in accordance with daily teaching assignments shall not be assigned a regular duty. Members assigned as site technology specialists shall not be assigned a regular duty.

Each school faculty may convene a committee of teachers whose task shall be to reevaluate the duty needs, schedule, and roster of that school. The committee shall consider teacher choice and flexibility in the designation of duty/duties, the importance of equity and seniority regarding duty service, as well as the special needs of traveling teachers, and recommend improvements in supervision and duty to the building principal. The committee may also consider innovative ideas for improvement, including recruiting volunteers from the community and rotating schedules. Student safety and supervision shall be prime considerations in the deliberations of the committee.

This committee shall meet and make recommendations during the first semester of the school year. The committee shall reconvene prior to the final student week to review issues related to duty service and supervision and to consider possible recommendations for the following school year. (2002, 2004, 2006)

6.09 CLASS SIZE

Special consideration will be given to Kindergarten to help maintain smaller class size.

STATEMENT OF BELIEF ON CLASS SIZE

The Education Association of Moore in conjunction with the Administration and the Moore Public Schools' Board of Education recognize and agree that students learn best in smaller class size settings. We are committed to working to keep class sizes as low as possible within budgetary and personnel constraints and collaborating for resolution of concerns about student management, accommodations, and resources that result from class size compromises.

6.10 CONFERENCES

Parental, placement, or other student related conferences may be arranged by the Member of the Bargaining Unit, the Principal or the Principal's designee. Such conference shall, whenever possible, be scheduled during the Member's workday. At the request of the Member, the building principal will schedule a conference at his/her convenience. All participants in the conference shall be consulted as to time for the conference before a definite time is set.

6.11 COMMITTEE APPOINTMENTS

The Association shall have the right to appoint one (1) Member of the Bargaining Unit to serve on District wide and/or site committees that require participation by certified personnel (example: curriculum committee, discipline committee, textbook committee, technology committee). (2013)

6.12 STUDENT DISCIPLINE

Members of the Bargaining Unit will be given an opportunity to provide input on disciplinary decisions, unless circumstances make this an impossibility.

If two (2) school days lapse without Administrator feedback on a disciplinary concern, the Member involved should request to confer with the Administrator to seek information on the status and progress of that disciplinary concern.

To facilitate communications within all segments of the school community concerning discipline in the Moore Public Schools, a Discipline Committee will be maintained.

The committee shall be comprised of six (6) administrators (appointed by the Board or its designee), six (6) teachers (appointed by the Bargaining Agent), and six (6) members shall be a mixture of parents and students.

The purpose of the committee shall be (1) review current student policies and procedures and (2) make written recommendations to the Board for changes or additions to a succeeding discipline policy adopted by the Board.

A copy of the School Board's policy for the control and discipline of students is located on the MPS website on the School Board Policies located in the Board Docs section of the Administrative page. Such policy shall clearly state the rights of Members to maintain control and discipline, the methods of control and discipline of students, and

shall define standards of conduct to which students are expected to conform, as prescribed by state law. (2001, 2005, 2014, 2017)

6.13 INCLUSION

All teachers may be provided an opportunity to review the Individualized Education Plan (IEP) of any special education student placed in his/her classroom for direct instruction. Review of the plan shall be done in accordance with privacy laws and district access procedures.

When the IEP of a special education student places a student in a classroom, the teacher shall have available all appropriate supplemental services including but not limited to curriculum, equipment, and/or classroom modifications, supportive personnel, and instructional aids and devices, as listed in the IEP.

Every effort will be made to evenly distribute students who are on IEPs as they are placed in regular classes. If a Member is concerned about the number of students on IEPs in a class, the concerns shall be addressed with the site principal. (2003, 2016)

6.14 INNOVATIVE PROGRAMS

In order to facilitate educational innovation, faculties/administrators who desire to create/implement a program which violates any portion of the negotiated contract shall

1. Establish a site committee that includes Association members;
2. Develop the program;
3. Send the completed plan to the Association and the Superintendent or designee for review; and
4. Hold a secret ballot vote, which attains at least a 75% approval.

If sanctioned by the Association and the Board, their representatives shall sign a memorandum of agreement.

Such programs end at the conclusion of the current school year. (1999, 2000)

6.15 FINANCIAL ACCOUNTING PROCEDURES

Members will only be required to submit the following accounting documents:

- 1) Fund Raiser Approval Form
- 2) Request for Purchase Order Form
- 3) Receipts for funds collected
- 4) Deposit slips
- 5) Reconciliation Form

Members shall be prepared to provide detailed information of students who participated in fundraisers; inventory lists of items sold, returned or lost; and monies owed or collected.

Members who feel that their financial record-keeping requirements should be reduced should report their suggestions to their building principal.

6.16 FACULTY MEETINGS

Faculty meetings should serve to convey information pertaining to the efficient and effective operation of school activities, including professional enhancement activities, and will be conducted during the workday with the exception of two meetings per month which may be held for sufficient duration to qualify attendees for one professional development point.

(2002, 2018)

6.17 LESSON PLANS

If the principal requires lesson plans to be submitted, Members may decide whether to submit their lesson plans through print or electronic media.

Members of the Bargaining Unit may use their own lesson plan formats(s) which are appropriate to the subject and/or district approved curriculum. (2004)

VII. FRINGE BENEFITS:

7.01 SICK LEAVE ACCUMULATION REIMBURSEMENT

Reimbursement for accumulated sick leave shall be provided for all Members of the Bargaining Unit.

Upon termination of employment, Members shall be provided \$10.00 for each day of accumulated sick leave up to 120 days. Members shall be provided \$50 for each day of accumulated sick leave above 120 days. (2018) If the Member chooses to transfer all or any part of his/her accumulated sick leave days to another district, said Member shall not be reimbursed for days transferred.

Members shall apply in writing to the Superintendent or designee for reimbursement of accumulated sick leave within thirty (30) days following the termination of employment.

7.02 RETIREMENT CONTRIBUTION

The Moore Board of Education shall pay one hundred percent (100%) of each Member of the Bargaining Unit's contribution to the Oklahoma Teachers' Retirement System for the current school year.

7.03 SOCIAL SECURITY

The Board shall maintain social security coverage for each Member of the Bargaining Unit. (2004)

7.04 WORK RELATED INJURY

The Board shall maintain Workers' Compensation coverage.

When a Member of the Bargaining Unit is off work because of a work related injury, that Member:

- A. May, at his/her option, supplement temporary total disability benefits by the use of any sick leave or personal business leave or fractional use thereof, available to the injured Member to the extent that the injured Member shall receive full wages during the Member's temporary absence.
- B. Shall draw, if eligible, Workers' Compensation until the Member is certified to return to work or has exhausted Workers' Compensation benefits.
- C. Shall use sick leave benefits according to provisions made in ARTICLE 5.01: SICK LEAVE in the event that the Member has exhausted Worker's Compensation benefits and is not certified to return to work. (2004)
- D. A member who is injured as a result of assault or battery while the member is in the performance of any duty as an education employee shall be entitled to leave from employment as governed by Worker's Compensation provisions. This leave shall be granted without loss of leave benefits to the member (I.S. 6-145 of Title 70). (2009)

7.05 UNEMPLOYMENT COMPENSATION

The Board shall maintain unemployment compensation coverage for each Member of the Bargaining Unit. (2004)

7.06 FRINGE BENEFIT PROGRAM

Members may choose whether or not to enroll in an Oklahoma State and Education Employees Group Insurance Board (OSEEGIB) health plan.

Members electing to enroll shall have 100% of the Health Choice High option single premium paid and the flexible benefit shall be credited to their 125 plan.

Members not choosing to enroll will receive taxable compensation in lieu of the flexible benefit in the amount of \$69.71 per month (\$836.52 annually). Members may direct compensation to programs available in the 125 Plans. Programs available through the IRS 125 Plan shall include but not be limited to:

OSEEGIB health plans

Dental insurance

Vision insurance

Group term life insurance premiums

Disability insurance premiums

Cancer & Dread Disease insurance premiums

Health Savings Accounts

Childcare

If a Member, who has major medical coverage (whether individual or family), does not choose to participate in the 125 Plan, said Member shall contribute, through payroll deduction the additional premium. Members may increase coverage as provided in the plan adopted.

If the selected plan permits, the Board and the Association further agree that a Member may continue his/her Fringe Benefit Program during an approved leave of absence, provided the Member makes full premium payments. Such payments shall be paid to the Board of Education which, in turn, makes payments to the carriers(s).

The Board shall also provide a ten thousand dollar (\$10,000) life insurance policy for each Member and shall pay the cost of administering Section 125 of the IRS Code. (2001, 2002, 2003, 2004, 2013)

VIII. COMPENSATION

8.01 MEMBER SUBSTITUTE PAY

When a Member is absent for any reason, the district shall attempt to hire a substitute.

SUBSTITUTING DURING PREPARATION TIME

Members of the Bargaining Unit who substitute during their preparation time shall be compensated on a per class period basis. The rate shall be the Board approved substitute pay prorated per teaching period.

SUBSTITUTING BEYOND PREPARATION TIME

After all possible efforts have been made to hire a substitute teacher, a Member who is required to cover another Member's class shall be compensated in accordance with the following schedule, based upon the current daily rate of certified substitute pay:

	<u>>1/2 to Full Class</u>	<u>>1/3 to 1/2 Class</u>	<u>>1/4 to 1/3 Class</u>	<u>Up to 1/4 Class</u>
Full Day	\$65.00	\$32.50	\$21.33	\$16.25
Half Day	\$32.50	\$16.25	\$10.67	\$ 8.13
Hourly	\$12.50	\$ 6.25	\$ 4.17	\$ 3.13

Note: Not to exceed one (1) full class.

(2000, 2001, 2007, 2009, 2010, 2018)

8.02 REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILE

Each Member of the Bargaining Unit required by assignment to travel from building to building during the school day shall be paid for the use of a personal automobile. Compensation shall be calculated on the current prevailing IRS per mile rate.

Any assignments requiring mileage reimbursement must have prior authorization of the respective Assistant Superintendent and administrator whose budget is affected. Claims should be compiled and submitted at the end of each academic quarter. (2000, 2001, 2002)

8.03 PAYROLL DEDUCTIONS

In addition to those deductions required by state and federal law, each Member of the Bargaining Unit may, upon written authorization, initiate the following payroll deductions:

- A. Oklahoma Educators Credit Union;
- B. School approved health, hospital, life, cancer, dental, and vision insurance;
- C. Annuities;
- D. U.A. dues;
- E. OEA/NEA Fund contributions;
- F. Salary protection; and
- G. Other items as approved by Board of Education policy. (2000, 2005, 2011)

8.04 COMPENSATION

The compensation of all persons covered by this contract is set forth in APPENDIX 9.03 which is attached hereto and made a part hereof.

- A. Each new Member of the Bargaining Unit hired prior to contract ratification in a school year shall be placed on the compensation schedule commensurate with the returning Members.

Upon ratification all Members shall be moved to the placement for which they are qualified for the current contract year.

- B. ~~No more than ten (10) years out of state experience or as approved by the State Department of Education for reimbursement shall be applied to a Member's salary placement effective for those Members hired after ratification of the 2012-2013 contract.~~ *All years of out-of-state experience or as approved by the State Department of Education for reimbursement shall be applied to a Member's salary placement effective for those Members hired after ratification of the 2012-2013 contract. Approved/verified experience is on a go forward basis and is not eligible for any retro compensation. (2019)*
- C. Any encumbrances in addition to the compensation schedule shall be in accordance with this article or ARTICLE 8.05: SUPPLEMENTAL COMPENSATION.
- D. In order for a salary adjustment to be figured and received by the Member during either semester, an official transcript must be submitted to the Certified Personnel Records Clerk. Members will have the ability to submit hours once per semester. One (1) official transcript showing degree and/or additional hours and the

updated certificate showing new degree or a letter of confirmation must accompany the notification form. The letter of confirmation bearing the official signature of the registrar of the college or university or his/her designee must contain the following information:

1. Number of hours above degree or
2. Degree.

Additional hours to be counted for BA+15, MA+15, and MA+30 must be college hours earned after the date on which the designated degree was awarded.

- E. Paydays will be on regularly scheduled district payment dates of the month, unless otherwise stated, beginning pay shall not exceed the eighth (8th) workday and the last workday of the month and then revert to the regular cycle, which shall be the fifteenth (15) and the last day of the month. When the payday falls on a weekend or during an official holiday, Members shall receive their paychecks on the last workday prior to the beginning of the weekend, or official holiday otherwise paydays will be on the 15th or last day of the month. Members shall receive all summer paychecks on the June fifteenth (15th) payday. In cases of natural disaster or inclement weather, pay days may be moved to allow for reasonable accommodation by administration.
- F. Counselors shall be paid five percent (5%) above the Member's current compensation schedule placement.
- G. Special Education teachers shall be paid five percent (5%) above the Member's current compensation schedule placement as per state law.
- H. Alternative Education teachers shall be paid five percent (5%) above the Member's current compensation schedule placement as per state law.
- I. Any Member who does not complete the full contract shall receive reimbursements for benefits earned during that contract year on a prorated basis.
- J. Members of the Bargaining Unit who are authorized by the administration and approved by the Board to work a period of days before and/or after the official school calendar year shall be remunerated at the rate of the individual Member's per diem.
- K. Advanced Technology Academic Education (ATAE)/Technology Education instructors shall receive a one percent (1%) increment for each hour of ATAE/Technology taught as determined by the following formula:

One percent (1%) multiplied by \$18,725 multiplied by the number of hours of ATAE/Technology taught.

(Example: 1% x \$18,725 x hours of ATAE/ Technology taught.)
- L. Information on contracts issued individually to Members that violates the provisions of the negotiated contract is subject to the grievance procedure.
- M. Compensation for the following shall be at a rate of ~~\$18.00~~ **\$21.00 (2019)** per hour:
 1. Summer School
 2. Night Alternative School

3. Homebound
4. Internet-Based Instruction
5. IC Coaches
6. Professional Development Chair
7. Science Compliance Clerk (2018)
8. *Social Media Facilitator (2019)*
9. *After School Tutoring (District Program) (2019)*

The stipend will be paid annually contingent upon receiving funds from the State or mandated by the State. (2018)

- O. The district shall pay the initial and subsequent renewal costs for training and testing for Members who are required to get a Commercial Driving License (CDL) as a part of their coach/sponsor duties.
- P. Members who volunteer to perform lunch duty during their regularly scheduled duty-free lunchtime shall be compensated at the current rate of substitute pay prorated per hour.
- Q. National Board Certified teachers who are members of the bargaining unit who do not receive the annual \$5,000 stipend from the State of Oklahoma will receive a \$1,000 stipend, minus FICA and benefits costs. The stipend will be paid annually contingent upon receiving funds from the State or as mandated by the State (2018).

Moore Public Schools will provide funding for up to five candidates who are members of the bargaining unit for renewal of their National Board Certification. Qualified candidates will apply for this funding no later than September 30th of the school year during which they will be eligible for renewal. In the event more than five candidates apply for this funding, the Moore Public Schools Professional Development Committee will evaluate his/her application based on a rubric to determine their commitment to the teaching profession, their involvement in supporting other teachers, and their contributions to excellence in education in Moore Public Schools. This will be awarded in the current year but will be paid upon completion of the National Board Certified Teacher renewal process and with current employment in the district.

Salary increase of \$2,000 from the District plus \$1,220 suggested by the OK Legislature for a total increase of \$3,220. (2019)

(2001, 2002, 2003, 2004, 2005, 2008, 2012, 2013, 2014, 2015, 2018, 2019)

8.05 SUPPLEMENTAL COMPENSATION

A Member of the Bargaining Unit who accepts a supplemental assignment shall be compensated. Compensation for all supplemental assignments shall be determined by using the following formula: \$18,725 multiplied by the proper index number from APPENDIX 9.04: SUPPLEMENTAL COMPENSATION SCHEDULE attached hereto and made a part hereof. Members shall start to receive supplemental pay (extra duty pay) no later than 6 (six) weeks after their official report date back to work or when that job function is fully determined. Fully determined is defined as a position being filled by a specific applicant with all applicable paperwork filled out and turned in to the appropriate stakeholders that allows for processing time. (2005, 2015)

MOORE PUBLIC SCHOOLS
GRIEVANCE FORM

Level (check one) : One _____ Two _____ Three _____

Name of Grievant _____ Building _____ Assignment _____ Date Filed _____

Date grievance occurred _____

Contract article(s) allegedly violated _____

Statement of Grievance

Relief Sought _____

Signature of Grievant _____ Date _____
=====

Decision _____

Signature and Title _____ Date _____
=====

(If additional space is needed to complete any portion(s) of this form, attach and properly identify additional pages.)

Grievant is satisfied with the disposition of grievance at this level yes _____ no _____

Signature of Grievant _____ Date _____

IX. APPENDIX – 9.02 PROFESSIONAL EDUCATORS EVALUATION FROM – TEACHER’S CONFIDENTIAL EVALUATION

Teacher _____ Date(s) of observations _____
 School _____ Assignment _____ Employee Number _____

See RUBRIC for detailed definitions. Insert ONE of the following: 1 = Ineffective; 2 = Needs Improvement;
 3 = Effective; 4 = Highly Effective; 5 = Superior; N/A = Not Applicable; N/O = Not Observed

INSERT A WHOLE NUMBER, NOT AN "X" OR "Y"
 INSERT ONLY ONE NUMBER IN A ROW.

1	2	3	4	5	Average
					#DIV/0!

CLASSROOM MANAGEMENT

1	Teacher plans and executes a lesson relating to short-term and long-term objectives.					
2	Teacher clearly defines and effectively manages student behavior.					
3	Teacher assures a contribution to building-wide positive climate responsibilities.					
4	Teacher develops daily lesson plans designed to achieve the identified objectives.					
5	Teacher acknowledges student progress and uses assessment practices that are fair, based on identified criteria, and support effective instruction.					
6	Teacher optimizes the learning environment through respectful and appropriate interactions with students, conveying high expectations for students and an enthusiasm for the curriculum.					

INSTRUCTIONAL EFFECTIVENESS

7	Teacher embeds the components of literacy into all instructional content.					
8	Teacher understands and optimizes the delivery focus of current state standards and the expectations derived from same on student learning and achievement.					
9	Teacher uses active learning, questioning techniques and / or guided practices to involve all students.					
10	Teacher teaches the objectives through a variety of methods.					
11	Teacher provides clear instruction and directions.					
12	Teacher demonstrates / models the desired skill or process.					
13	Teacher checks to determine if students are progressing toward stated objectives.					
14	Teacher changes instruction based on the results of monitoring.					
15	Teacher summarizes and fits into context what has been taught.					
16	Effective development and use of modified assessments and curriculum for special education students and other students experiencing difficulties in learning.					

PROFESSIONAL GROWTH AND CONTINUOUS IMPROVEMENT

17	Uses professional growth as a continuous improvement strategy.					
18	Exhibits behaviors and efficiencies associated with professionalism.					

NOTE: N/A or N/O cannot be used for indicators 19 and 20:
 use 1, 2, 3, 4, or 5 ONLY.

INTERPERSONAL SKILLS

19	Effective interactions and collaboration with stakeholders.					
----	---	--	--	--	--	--

LEADERSHIP

20	Exhibits positive leadership through varied involvements.					
----	---	--	--	--	--	--

Summary of Effectiveness by DOMAIN:	Average	Weight of Domain by Percentage
CLASSROOM MANAGEMENT / PREPARATION	#DIV/0!	30%
INSTRUCTIONAL EFFECTIVENESS	#DIV/0!	50%
PROFESSIONAL GROWTH AND CONTINUOUS IMPROVEMENT	#DIV/0!	10%
INTERPERSONAL SKILLS	0.0	5%
LEADERSHIP	0.0	5%
COMPOSITE, WEIGHTED AVERAGE for EVALUATION	#DIV/0!	

NOTE:

From:	To:	Ranking
Less than 1.8	.....	Ineffective
Equal to or greater than 1.8	..... Less than 2.8	Needs Improvement
Equal to or greater than 2.8	..... Less than 3.8	Effective
Equal to or greater than 3.8	..... Less than 4.8	Highly Effective
Equal to or greater than 4.8	.....	Superior

Any ranking of 1.0 or 2.0 on any component of this Evaluation requires a Personal Development Plan to be attached to this document.
 Any ranking of 4.0 or 5.0 on any component on this Evaluation requires narrative comments within the Evaluator Comments below.
 Evaluator Comments:

Teacher's Signature* _____ Date _____
 Evaluator's Signature _____ Date _____

*The Teacher's Signature Is an acknowledgement that the teacher has received the Evaluation on the date indicated.