

CHAMPIONS FOR CHILDREN



Master Contract **For Certified Staff**



2015-2016 Ratification by the Board of Education: September 15, 2015

The Master Contract was adopted by the Ardmore Board of Education on March 13, 2003.

Mission Statement



In partnership with parents and the community, the mission of Ardmore City Schools is to educate all students through an unconditional commitment to quality and high standards

Belief Statements

- ⇒ We believe that all students can learn and succeed.
- ⇒ We believe that all students deserve capable, caring, professional, well-trained and dedicated teachers who have high expectations for their learning success.
- ⇒ We believe that all students are entitled to a learning environment in which they experience security, acceptance and dignity as individuals.
- ⇒ We believe that the cultural and ethnic diversity of our system is an asset and enriches the overall learning experience.
- ⇒ We believe that higher academic and behavioral standards will challenge students to reach their full potential.
- ⇒ We believe that teachers and principals should be empowered to implement innovative programs and techniques.
- ⇒ We believe that an effective school community requires respect for others, responsibility for actions, and accountability for results.
- ⇒ We believe that instruction is structured and sequential in nature and must focus on skills and curriculum content that are considered essential and that are assessed and most valued.
- ⇒ We believe that all teachers must be provided with appropriate up-to-date classroom materials and teaching tools.
- ⇒ We believe that educationally appropriate and well-kept facilities foster a productive learning environment.

My Commitment to Ardmore City Schools

Every decision and every action among people in an organization has the potential of improving or damaging the relationship the organization has with its stakeholders, and therefore improving or endangering the opportunities to fulfill its mission for students.

Members of the Ardmore City School education family accept responsibility for communicating effectively, building relationships, and marketing the organization.

Everyone in the organization must fulfill their role as ambassadors of the District as they meet and greet people going about their daily work.

As a member of the Ardmore City Schools' education family, I have read, understand and commit to my role in promoting & supporting Ardmore City Schools:

- ✓ I understand that as an employee of Ardmore City Schools, I serve as a representative of the District during my daily work. In my position, I am an ambassador for Ardmore City Schools.
- ✓ I understand that I have a responsibility to communicate accurately and effectively about my school, the District or issues within the scope of my professional responsibility and knowledge.
- ✓ I understand that I should not attempt to answer for others, discuss topics which I am not familiar with or topics which are outside of my school or departmental scope.
- ✓ I understand that I should make appropriate efforts to be knowledgeable about the District, its programs, services, accomplishments, challenges, plans and priorities.
- ✓ I understand that communication will be guided by the pursuit of truth, accuracy and fairness. Misinformation shall never intentionally be released. Unintentional release of misinformation shall be rectified immediately upon delivery.
- ✓ I understand that the privacy and reputations of students, families and employees will be respected and protected. Information which might damage the reputation of students or staff members shall not be released, except as provided by law or by other Board policy.
- ✓ I understand that my behavior, attitudes and actions will be conducted in concert with high ethical standards [in public and in private].

We are Champions for Children

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Originals for each of the above-referenced forms can be obtained from the Office of the Superintendent or the Human Resources Office.

Note

The following pages are a combination of board policies/administrative procedures and certified negotiations. Items that are “italicized” will denote board policies/administrative procedures.

Section I: General Contract Provisions

Article 1 - Duration of Agreement

- 1.1 Upon ratification by the Board and by the Association, this Agreement shall become effective. This Agreement shall be effective for a period of one (1) fiscal year and shall be renewed automatically (other than items that affect the finances of the district), without modification, unless mutually agreed upon by the Association and the Board.

Article 2 - Procedural Agreement

- 2.1 The Procedural Agreement for Negotiations between the Ardmore Board of Education and the Ardmore Education Association, agreed upon and effective November 1, 2002, shall be attached to this Agreement for information purposes only. **(Appendix A)**

Article 3 - Definitions

- 3.1 The following definitions shall apply throughout this Agreement:

ACS

Ardmore City Schools

Administrator

Any person who devotes a majority of his/her time to service as a superintendent, director, principal, supervisor, vice-principal or in any other administrative or supervisory capacity in the school district

AEA

Ardmore Education Association

Agreement

This contract duly negotiated in accordance with the procedural agreement and ratified and signed by the Board and the Association

Association

The Ardmore Education Association

Association President

The elected president(s) of the Ardmore Education Association

Board

The elected and/or appointed policy-making body governing the District

Board Policy

A course of action adopted by the Board

Career Teacher

Means a duly certified teacher who has completed three (3) or more consecutive complete years of teaching in the Ardmore Independent School District No. 19, Carter County, Oklahoma, under a written teaching contract, as provided by law

District

The Ardmore Independent School District No. 19 (Ardmore City Schools) of Carter County, Oklahoma

Formal Observation

An observation of at least thirty (30) consecutive minutes

Immediate family

The spouse, father, mother, child, grandchild, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or grandparents of teacher and spouse

Immediate Supervisor

The Principal or other Administrator to whom teachers are directly responsible

Licensed Teacher

An entry year teacher not holding a standard certificate

Probationary Teacher

Means a duly certified or licensed teacher who has completed less than three (3) consecutive complete school years of teaching service in the Ardmore Independent School District No. 19 Carter County, Oklahoma, under a written teaching contract, as provided by law

School

Any work location at which teachers perform their job functions

Seniority

The length of continuous full-year contracted certified employment in the District. The beginning date will be the first official day of school.

Superintendent

The chief Administrative officer of the District

Teacher

All certified or licensed personnel currently employed by Ardmore City Schools, or employed by Ardmore City Schools during the duration of this Agreement, excluding only administrative or supervisory personnel

Article 4 - Maintenance of Standards

- 4.1 All conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.

Article 5 - Savings Clause

- 5.1 Should any part of this agreement be affected or declared illegal by statute, or a court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent it is affected or violates the law. The remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted part. Negotiations shall commence within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

Article 6 - Contract Reference/Contracts

- 6.1 This Agreement and Appendices shall be incorporated by reference into each teacher’s individual teaching contract with the same force and effect as though fully set forth therein.
- 6.2 Oklahoma statutes are incorporated by reference into this Agreement.
- 6.3 If a teacher is on District-approved leave or if the District has an emergency situation, the District may use a “duration of need” contract for his/her replacement. At the time a teacher is offered a position under a “duration of need” contract, the District shall give the teacher written notice of the kind of contract he/she is receiving.

Article 7 - Worth and Dignity Clause

- 7.1 The worth, dignity and rights of the individual will be paramount in all administrator-teacher relationships.

Article 8 - Personnel Policies

- 8.1 The Board, in exercising its legal right and obligation to operate the District through the adoption of policy shall not adopt a policy that is in conflict with this Agreement, except for cases mandated by state or federal law.
- 8.2 The District shall provide the Association with copies of proposed personnel policies prior to adoption. This provision can be fulfilled through the Board packet provided to the AEA president(s).

Article 9 - Printing and Distribution of Agreement

- 9.1 Within thirty (30) days after this Agreement has been ratified or otherwise finalized, the Board and the Association shall cause to be printed and distributed a complete copy of this Agreement to every teacher governed by its provisions, whether currently employed or employed during the term of this Agreement.
- 9.2 Representatives of the Board and of the Association shall proofread the Agreement prior to its printing.
- 9.3 The Association shall receive ten (10) copies for its use.

Article 10 - Complete Negotiated Agreement

- 10.1 All agreements contained herein represent the full and complete text as agreed upon by and between ACS and AEA. All other agreements reached between the parties prior to the date of ratification of this negotiated agreement are null and void.

Section II: Working Conditions

Article 1 - Nondiscrimination

- 1.1 The Ardmore Board of Education is committed to a policy of nondiscrimination in relation to race, color, religion, sex, age, national origin, alienage, handicap, veteran status or membership in the Ardmore Education Association, the Oklahoma Education Association, or the National Education Association. This policy will prevail in all matters concerning staff, events, students, the public, employment, admissions, financial aid, educational programs and service, facilities access, and individuals, companies, and firms with whom the board does business. Racial discrimination shall include racial slurs or other demeaning remarks concerning another person's race, ancestry, or country of origin and directed toward an employee, a student or a visitor. (Board Policy Updated Jan 2012)

Article 2 - Employment Status Notification

- 2.1 *It shall be the policy of the Ardmore Board of Education that recommendations for renewal or nonrenewal of teachers' contracts shall be made by the principal to the superintendent. The superintendent shall make recommendations to the board prior to the first Monday in June each year. Principals may be requested to attend when such recommendations are to be considered by the board. 70 O.S. §6-101*
- 2.2 *It is the policy of the Ardmore Board of Education to deny a request for release from an employment contract of a certified employee unless there exists a verifiable, bona fide emergency. After positions have been accepted for a school year by the certified staff, the letter of resignation then becomes a request for the Board of Education to release the teacher from their contract. After the statutory date (15 days after the first Monday in June), the Superintendent will recommend release of a teacher only if a suitable replacement can be found.*
- 2.3 Contracts will be signed no later than November 1 of each contract year. This date is dependent on completion of a ratified contract by September 1.

Article 3 - Teacher's Documents/Record File

- 3.1 Employment documents/records for teachers shall be placed in one (1) of two (2) files: (a.) Certified File or (b.) Evaluation File.
- 3.2 Each teacher must be properly certified to meet state and federal guidelines, with Teaching Certificates, Transcripts and other required data sheets on file in the Personnel Director's Office before any salary can be paid. Such material shall be placed in the teacher's Certified File.
- 3.2.1 New certified staff members will be placed on the salary scale at the level of verifiable experience as provided to the district from the Oklahoma State Department of Education [OSDE]. All teaching experience has to be verified and approved by the OSDE. It is the staff member's responsibility to ensure their records are correct and complete. At the time of hire, the Human Resources Department provides the staff member with instructions on how to contact the OSDE. [15-16]
- 3.3 Hearsay material will not be placed in the teacher's Evaluation File.—The teacher will be notified and provided a copy when any additional material is placed in the file and the teacher shall be given the opportunity to attach a response. The teacher will be furnished, upon request, a copy of any material in the file.
- 3.4 Any material in an Evaluation File over four (4) years of age may be removed from the file by mutual agreement of the teacher and the Superintendent/ designee.
- 3.5 *The Evaluation File is accessible to the teacher, to the Board of Education, to the evaluator, to the appropriate administrative staff, to the administrative staff of a school district to which the teacher applies for employment, in answer to a subpoena by a court of competent jurisdiction and to only those others designated by the teacher.*

- 3.6 The District will keep a log in the front of each Evaluation File. Such log shall indicate the person(s) who examines the Evaluation File as well as the dates such examinations were made. Such log will be available for examination by the teacher or the teacher's designated or authorized representative.
- 3.7 Breach of confidentiality of protected material by any party privy to the information in any Evaluation File is prohibited.

Article 4 - Teacher Work Year/Work Day

- 4.1 The school year shall consist of not less than one thousand eighty (1,080) hours of classroom instruction. Not more than thirty (30) of these hours shall be used for professional meetings. In addition, parent-teacher conferences may be held during the school day and counted as classroom instruction for no more than six (6) hours per semester, for a total of twelve (12) hours per school year. 70 O.S. §1-109

Teachers are professional employees and as such are not bound by the Fair Labor Standards Act hourly pay requirements. As a result teachers will be expected to work the number of hours and days necessary to accomplish the educational goals of the Ardmore School District. Teachers will be compensated as per the district's salary schedule based upon the degrees held and years of experience.

The work year for all teachers shall be one hundred eighty-one (181) days which shall include:

4.1.1

Not to exceed one hundred seventy-five (175) days of instruction, which includes parent/teacher conference days. The parent/teacher conference day may be scheduled over a two-day period.

4.1.2

At least one (1) professional day will be scheduled prior to the first day of instruction.

4.1.3

One (1) professional day will be scheduled for the first Friday in March in conjunction with the Oklahoma Education Association Zone SW D Professional Day for ACS teachers to attend. Ardmore will not provide separate sessions or workshops. The AEA will provide documentation of attendance to include a list of teachers who attended and those teachers who were late or left early. This documentation will be given to the Assistant Superintendent for Personnel within three business days following the professional day. Teachers may attend equivalent training approved by the Superintendent or designee on that day.

4.1.4

The one hundred eighty-first day (181st) will be a workday and may be worked before the beginning of school or after the last day of classes at the teacher's discretion so long as the day is registered with the building principal when it is taken before the first day of class. Such day shall be taken during the two (2) weeks prior to the beginning of school or during the week following the last day of classes. **(Appendix B: Teacher Work Day Form)**

4.1.5

Fall Break shall coincide with the Oklahoma Education Association State Convention (Annually on the 3rd Thursday in October).

- 4.2 A teacher's instructional workday shall consist of eight (8) hours including lunch and planning time.

4.2.1

A non-instructional day shall consist of six (6) hours (parent/teacher conference days, professional days & teacher work days).

- 4.3 Meetings and/or conferences required by the administration may extend beyond the teacher workday. At the beginning of the school year, each building administrator, with input from the teachers, will establish a single weekday on which meetings can be held. Except in unusual circumstances, such meeting will not be called on Fridays, on any afternoon immediately preceding any holiday or other day upon which teacher attendance is not required at school. No more than one meeting per week will be held except in the case of unusual circumstances.

4.4 A tentative agenda for meetings will be given to the teachers involved prior to the meeting. Teachers may suggest addenda to the agenda.

4.5 Equalization of Duties

4.5.1

Duties assigned over and above the teacher's classroom schedule shall be equalized among teachers at each building site, taking into account the teaching assignment.

4.5.2

When teachers are assigned to more than one school, the principals of the schools involved shall coordinate their scheduling to preclude the assignment of such teachers to more duties than would normally be scheduled for teachers who are assigned to only one school.

4.5.3

A written plan shall be in place at each site to ensure covering of classes if adequate substitutes are not available.

4.6 Duty Free Lunch Period

4.6.1

Every effort will be made to provide every teacher with not less than (35) consecutive minutes of duty-free lunch daily.

4.6.2

Teachers shall not be assigned cafeteria or lunch recess duties during duty-free lunch times.

4.6.3

It is recognized that at times situations may arise during the school day that require a teacher to be absent from his/her class. Therefore, teachers may be requested to forego scheduled planning/conference and/or lunch time to assist with such supervision. An accurate record of all classes supervised shall be kept at each site. **(See Section V, Article 2)**

4.7 Planning Time

4.7.1

Teachers shall be scheduled daily planning time within the student day. This time shall not be concurrent with the teacher's lunch period and shall be free of other regularly assigned duties. Early childhood teachers will be given planning time during the work day as defined in Article IV, Section 4.2.

The preparation period shall be used for the following duties: personal instructional preparation; planning, selecting, and preparing materials for instruction; conferring with parents, staff, and administrators; keeping school records; supervising aids (if assigned); grading student papers and recording student grades; and study of current literature to keep abreast of developments within the subject matter taught by the teacher. The preparation period shall be utilized within the building of major assignment and for the purposes indicated. Teachers shall leave the school premises only to carry out functions relating to the above duties when permission to do so has been obtained from the building principal.

4.7.2

Elementary teachers shall be provided not less than forty-five (45) minutes for planning time.

4.7.3

Middle school and high school teachers shall have one class period per day for planning time.

4.7.4

When a need arises for a teacher to work during their planning period in order to teach an additional class, a deregulation application must be submitted to both the local board of education and to the Oklahoma State Department of Education. If approved, the teacher working during their planning time, will be compensated on a pro-rata basis.

Article 5 - Teaching Assignments

5.1 Each teacher will be notified of the ensuing school year's tentative teaching assignments no later than the last teaching day of the current school year.

5.2 If, during the summer, a situation arises that necessitates a change in teaching assignment(s), the teacher (if available) will be:

5.2.1

Consulted within ten (10) working days of the initial decision of assignment alteration;

5.2.2

Given the opportunity to discuss the proposed reassignment with the building principal and/or the superintendent/designee. The teacher and the principal also will review curricular objectives, test data (most current), site goals (most current), and the teacher will be given the teachers' edition of the principle textbook(s).

5.3 Any teacher affected by a change in assignment will have the option to write a statement which shall be placed in the teacher's evaluation file.

Article 6 - Transfer of Personnel

6.1 The movement of a teacher to a different assignment, grade level, subject area or building shall be considered a transfer. Principals have the discretion to reassign teachers within the building after consultation with the teacher and the superintendent/designee. Both unfilled positions and newly-created positions will be considered vacancies.

6.2 Teachers will not be transferred to another position or school site without consultation.

6.3 Voluntary Transfers

6.3.1

The superintendent/designee will provide to the Association, and cause to be posted in all buildings, a list (containing the date of posting) of vacancies and newly created positions which occur during the year and for the following school year upon knowledge of such vacancies. A listing of said vacancies will be posted for not less than three school days prior to their being filled. During the three weeks prior to the beginning of school, vacancies may be filled after being posted for 24 hours.

6.3.2

Vacancies will be posted in the following manner:

- During the school year, the vacancies will be posted at the Education Services Center and the building sites;
- Will be listed on the district web site (www.ardmoreschools.org) and the district's cable access channel (Channel 17).

6.3.3

The vacancy list will include:

- a. Position title;
- b. Qualifications desired;
- c. Person to contact for further information;

6.3.4

Teachers who desire transfer may file a Job Placement Sheet with the Superintendent/designee indicating his/her preference of assignment(s) or application for a specific vacancy. This request will remain active for one year.

6.3.5

Every reasonable effort will be made to fill vacancies by voluntary transfers prior to the employment of any teacher new to the District. If more than one teacher has applied for the same position, the selection of which teacher will receive it will be made on the basis of the job transfer matrix (**See Article 6.5, this section**).

6.3.6

If a teacher's request for transfer has been denied, the teacher will be notified prior to public notification.

6.3.7

Any teacher who transfers to an administrative or supervisory position and who later returns to his/her former status will be entitled to retain such rights as may have been accrued under this agreement prior to such transfer.

6.4 Involuntary Transfers

6.4.1

An involuntary transfer or reassignment should be made with as little disruption as possible of the instructional program. If the involuntary transfer or reassignment is necessary, the selection will be made on the basis of the job transfer matrix (**See Article 6.5, this section**).

6.4.2

No position will be filled by means of involuntary transfer until the provisions of ARTICLE 6.3, VOLUNTARY TRANSFERS, of this Agreement have been exhausted.

6.4.3

An involuntary transfer will be made only after a meeting between the teacher involved, the Association representative (if requested by the teacher), and the Superintendent/designee.

6.4.4

Written notice of recommended involuntary transfer will be given to the teacher as soon as possible prior to the transfer.

6.4.5

A list of open positions in the district will be made available to all teachers being involuntarily transferred. Such teachers may request the position in order of preference.

6.4.6

The District will assist the teacher in moving any materials and supplies.

6.4.7

Teachers have the right to include a letter concerning their new placement in their personnel file.

6.5 Job Transfer Matrix

6.5.1

The selection of the individual to be transferred shall be made according to the following criteria in the following order:

- a. Qualifications/Certification;
- b. Least disruptive to students;
- c. Least disruptive to staff;
- d. Timeliness; and
- e. Seniority.

6.6 Administrative Reassignment

If after careful review, it is in the best interest of the students or the school district, the superintendent may exercise the right to reassign a teacher to a different position or site.

6.6.1

If an administrative reassignment is necessary, a conference will be held with the teacher and an AEA officer if the teacher requests, prior to the reassignment.

6.6.2

The teacher may place a letter concerning their new placement in their personnel file.

6.6.3

The district will assist the teacher in moving any materials or supplies.

Article 7 - Teaching Facilities

- 7.1 The District agrees to maintain health and safety conditions at each school site in compliance with applicable statutes and/or regulations. Teachers will not be required to work under unhealthy or unsafe conditions as determined by the standards of the Oklahoma Department of Labor.
- 7.2 Teachers will report any health and safety concerns immediately to their building principal(s). Teachers will keep their classrooms and work areas in an orderly, clean condition.
- 7.3 The District will provide adequate teaching facilities, including, but not limited to, clean and sanitary restrooms and teacher work/lounge areas at each school site. Teachers will have access to a private telephone for emergencies and school-related purposes. (This may be in the principal's office, counselor's office or the teacher workroom.)
- 7.4 *Persons desiring to visit a classroom must request such visit from the building administrator.* The administrator will notify the teacher prior to allowing any visitors.

Article 8 - Non Supervisory Time

- 8.1 Teachers may leave the building site during their 35 minute duty-free lunch. The teacher will notify principal/designee when leaving. The principal may deny this accommodation in cases of emergency or excessive use of this privilege.

Article 9 - Staff Development

- 9.1 Each professional development committee shall include classroom teachers, administrators and parents, guardians or custodians of children in the school district and shall consult with a higher education faculty. A majority of the members of the professional development committee shall be composed of classroom teachers. The teacher members shall be selected by a designated administrator of the school district from a list of names submitted by the teachers in the school district. The members selected shall be subject to the approval of a majority vote of the teachers in the district. At a minimum, once every four (4) years the committee shall include at least one school counselor in its membership. (Per HB 1457)
- 9.2 The Association shall submit three (3) names from each school site for consideration. The Superintendent/designee shall recommend to the Board one person (from the list provided) for each site to serve on the Staff Development Committee.
- 9.3 The Staff Development Committee members shall serve a three (3) year term.
- 9.4 The Staff Development Chairperson will notify the Association and the Superintendent/designee within two (2) days when a vacancy occurs. The Association will have five (5) days to submit three (3) names to the Superintendent/designee.

Article 10 - Keys

- 10.1 All teachers will be supplied with keys to their assigned building classroom(s), workrooms or any other area to which they require access in order to fulfill their responsibilities. All teachers will check in their keys at teacher check out. Employees will not loan keys to non-school individuals or groups.

Article 11 - Grading of Students

- 11.1 Only the teacher responsible for determining and recording the grade for any student may revise that grade, unless such change is for excessive absences.
- 11.2 The teacher has the right to decline an administrative request to alter any student's grade previously determined and recorded without fear of reprisal.
- 11.3 If, after a teacher leaves the District and an administrator discovers an error in the recorded grade, he/she may change the grade, annotating the grade record with his/her initials.

Article 12 - Discipline

- 12.1 Each teacher will be provided with access to a copy of the Board's policies, guidelines and regulations concerning student behavior and discipline, including all the duties, responsibilities and relationships of all personnel regarding the enforcement of the same. This information may also be included in the teacher policy book or handbook. The District is working on putting the current board policy and procedure manual on the District's website.
- 12.2 A pupil will be removed from the classroom to a designated authority when, in the judgment of the teacher, the student is interfering with the teaching or learning process for the majority of the class. At the time of removal, the teacher may stipulate that the pupil not be returned to that classroom until a conference is held between the teacher and one or more of the following: the principal, the counselor or the parent. Taped items needed for discipline or other important documentation will be copied and achieved by the district technology department.

Article 13 - Transfer of Students

- 13.1 No transfer of any pupil will be made from one teacher to another unless recommended by the principal/designee.
- 13.2 Students will not be transferred within a grading period without consultation with the teachers concerned prior to the transfer.

Article 14 - Homebound Teachers

- 14.1 All teachers will be eligible for voluntary homebound teaching assignments.
- 14.2 Preference may be given to teachers currently teaching academic subjects in which the homebound student is enrolled.
- 14.3 All homebound teaching assignments will be conducted after the teacher's regular work day has concluded.
- 14.4 Homebound teachers will be reimbursed according to State Department policy for hours taught and for mileage as per this Negotiated Agreement (**See Compensation, Section V**).

Article 15 - Computer Network Use

- 15.1 Teachers are authorized to deny, revoke or suspend student user access to school computers in their classrooms in order to ensure proper usage of school networks.

Article 16 - Board Meeting Highlights

- 16.1 The District will publish an issue of Board Highlights for all meetings (including Special and Emergency meetings) of the Board. A copy will be posted on the District's website as soon as possible.

Section III: Evaluation

Article 1 - General Provisions

- 1.1 In Ardmore City Schools, evaluation is defined as a mutual endeavor among all teachers, all administrators and the Board to improve the quality of the educational program. The primary purpose of teacher evaluation will be for the improvement of instruction. The school district and the teacher jointly accept the responsibility for such improvement.
- 1.2 Teacher evaluation will be a positive, developmental and continuous process consistent with the provisions set forth herein and will measure the performance of each teacher according to the established criteria of each teacher position.
- 1.3 All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. Each evaluation will be based upon the evaluator's actual observation of the person being evaluated while performing the job function. A teacher and an administrator may mutually agree to videotape teacher performance for use by the teacher and/or administrator. If maintained, the tape becomes the property of the teacher.

1.3.1

When challenges arise which may lead to serious consequences, the administrator in charge may issue a letter of reprimand to the certified employee which is a documented warning with a simplistic process for correction. This step may be used to prevent the initiation of a growth plan. A teacher will have the right to representation.

- 1.4 A teacher will have the right to representation during the post-evaluation conference if the teacher has received an evaluation which will lead to a Growth Plan. The principal will notify the teacher that they may wish to have an association representative present in the post-evaluation conference. The principal may also have an administrative representative present during the conference.

1.4.1

If there are two administrators present, an AEA representative may be present, if requested by the teacher, during any scheduled meeting between the teacher and the administrator.

Article 2 - Responsibility for Evaluation

- 2.1 To ensure valid and reliable evaluation throughout the District, the employer will comply with all State Department of Education rules and regulations with regard to evaluations. All evaluators will be duly certified administrators.
- 2.2 For the purposes of the Agreement, it is understood and agreed upon that the evaluator will be the site administrator(s) or the designee of the Superintendent. Within each site, the assigned site administrator(s) shall be responsible for the evaluation of each teacher assigned solely to that site.
- 2.3 Any teacher assigned to more than one (1) school site will be evaluated by the administrator(s) at each site.
- 2.4 The Superintendent/designee or site administrator(s) will be responsible for discussing the teacher evaluation procedures with and providing a copy of such procedures to each teacher within twenty (20) working days of the start of the school year. Such discussion may be implemented during the in-service days which precede each school year. Giving each teacher a copy of the Negotiated Agreement shall fulfill the obligation of providing a copy.
- 2.5 No teacher will evaluate, or participate in any way, in the evaluation process of any other teacher. (This section does not prevent a mentor teacher or department chair from fulfilling his/her obligations in the mentoring process.)

2.5.1

A teacher will be allowed to serve on the Intensive Assistance Program (**See Article 5.5 of this section**) without violating this section as long as he/she is working in an assistance mode and not evaluating the other teacher.

Article 3 - Frequency of Evaluation

- 3.1 Probationary teachers in the district will be evaluated at least twice annually, once prior to November 15, and again prior to February 10.
- 3.2 Career teachers in the district will be evaluated at least once annually prior to February 10.

Article 4 - Evaluation Criteria

- 4.1 The performance of all teachers will be evaluated based upon the following each academic school year.
 - Marzano's Causal Teacher Evaluation Model.

(A copy is available in the office of the Superintendent/designee.)

- 4.2 Any complaint made against a teacher by a parent, student or other person which does or may influence, in any manner, the evaluation of the teacher will be promptly called to the attention of the teacher. The teacher must have the opportunity to meet with the complainant and answer or rebut such complaint. If a record of the complaint is made for inclusion in the teacher's personnel file, the teacher will have the opportunity to make a written response which will be attached to the complaint.
- 4.3 Teachers will not be disciplined, reprimanded, suspended, demoted, terminated, adversely evaluated or otherwise deprived of any professional advantage without cause.
- 4.4 Any teacher assigned to more than one academic area will be evaluated at least in the primary work assignment and/or major field of certification.
- 4.5 Evaluation of performance will not be predicated upon non-school related personal activities.
- 4.6 Any disciplinary action, termination or non-renewal of a teacher will be subject to applicable Oklahoma Statutes.

Article 5 - Process of Evaluation

- 5.1 The process of evaluation will include observations of the work day of the teacher by the evaluator.
- 5.2 Formal observation procedures

5.2.1

At least one (1) minimum thirty (30)-minute formal observation will be required.

5.2.2

There will be a pre-observation conference at least one (1), but not more than ten (10), days prior to this observation. The conference will be held between the evaluator and the teacher to document in writing the specific objectives, methods and materials planned to be observed, with each party retaining a copy. **(Appendix C-1: Pre-observation Conference Form).**

- 5.3 Evaluation Conference

5.3.1

A Teacher Evaluation Form will be prepared by the evaluator following the completion of the process described herein and in accordance with the time lines prescribed herein. **(Appendix C-2: Teacher Evaluation Form(s)).**

5.3.2

An evaluation conference will be held within ten (10) working days of the scheduled observation unless postponed by mutual agreement. At such conference the evaluator will discuss the ratings and rationale for same with the teacher.

5.3.3

If the teacher has questions or concerns that are not addressed at the evaluation conference, the teacher may request a follow-up conference.

5.3.4

At the evaluation conference, a true copy of the evaluation report, with the evaluator's signature thereon, will be presented to the teacher. Receipt of such evaluation will be acknowledged by the teacher placing his/her signature thereon.

5.3.5

Within ten (10) working days of the evaluation conference and receipt of the Teacher Evaluation Form, the teacher may make a written response to the evaluation, and said response will be made a part of the evaluation form.

5.3.6

One (1) copy of the finalized Teacher Evaluation Form, signed by the evaluator and the teacher, will be retained by the teacher, one (1) copy retained by the evaluator and one (1) copy will be retained for the employer for placement in the teacher's Evaluation File. Any and all other copies of the Teacher Evaluation Form will be destroyed.

- 5.4 At any time following a verbal warning and a reprimand, the Principal of the school believes that it is necessary to admonish a teacher for a reason he or she believes may lead to the dismissal or non reemployment of the teacher, the Principal shall bring the matter to the attention of the teacher, in writing, with a copy to the Superintendent or his/her designee. The principal shall make a reasonable effort to assist the teacher to correct whatever appears to be the cause for potential dismissal or Nonreemployment and allow a reasonable time, not to exceed two months, for improvement. The admonishment will be purged from the teacher's personnel file at the end of each academic calendar year; unless attached to a Growth Plan. If attached to a Growth Plan, the admonishment will remain in the personnel file for three academic calendar years.

A Growth Plan will be considered by the evaluator if after ongoing discussions about an area of concern between the evaluator and teacher lead to little or no results (i.e., not starting/beginning"). Documentation for a rating of "not using/beginning," must be provided. (Appendix C-3: Teacher Performance Evaluation Procedures.)

A Growth Plan is required for each item as rated as "not using or beginning," For any item marked, "not using or beginning," a specific growth plan may be implemented at the discretion of the evaluator. If a Growth Plan is recommended by the evaluator, the Plan will be developed on the appropriate form by the evaluator, with input from the teacher, within ten (10) working dates. [Appendix C-4: Growth Plan].

The Growth Plan will include:

- ✓ Statement of unsatisfactory performance
- ✓ Statement of level of performance required
- ✓ Assistance to be provided
- ✓ Time to improve
- ✓ Admonishment

5.4.1

The teacher's Growth Plan will be attached to the original evaluation report and placed in the teacher's personnel file. The teacher may make a written response within ten (10) working days to the Growth Plan and said response will be attached to the Growth Plan.

5.4.2

If additional formal observations are deemed necessary during a Growth Plan, an evaluation conference will be scheduled in accordance with Article 5.2.

5.4.3

At the end of the time allotted for the Growth Plan, the evaluator will hold an evaluation conference in accordance with Article 5.3 of this section.

5.5 The Intensive Assistance Program

5.5.1

If a teacher wishes assistance from a committee of peers in correcting deficiencies on an evaluation that might lead to a non-reemployment or dismissal, the teacher has the right to request a review by such a committee. This committee shall be composed of classroom teachers, with a membership of not less than three and no more than five teachers with career status who have been designated by the AEA President and the Superintendent/designee to review this particular case.

5.5.2

The review committee shall have the responsibility of reviewing the evaluation (with the permission of the teacher) and consulting with the evaluated teacher, the evaluator(s) and other administrative staff members to assist the teacher in correcting the deficiencies that might be cause for a potential dismissal or non-reemployment.

5.5.3

Nothing in this procedure shall be construed as a review of the person conducting either the evaluation or the evaluation process, but shall be utilized only as a means of assisting the teacher to improve performance.

5.5.4

This procedure shall not alter the time limits of providing a reasonable time, not to exceed two months, for improvement as outlined above and shall not alter the requirements as mandated in state statutes.

Section IV: Reduction in Force (RIF)

Article 1 - Rationale

- 1.1 *If, upon recommendation by the administration, it becomes necessary to reduce teachers due to declining student enrollment, declining District revenue, elimination or reduction of programs or for other just reasons, the Board of Education may exercise its duty and power to reduce the number of staff positions. When the Superintendent determines that reduction of teachers may become necessary, written notification of his/her recommendation shall be given to the AEA President.*
- 1.2 Prior to the Board's commencing action to non-renew a teacher under this procedure, the Superintendent/designee shall explore the following options:
 - a. Voluntary retirement/Early retirement incentives;
 - b. Voluntary resignation;
 - c. Transfer of existing teachers;
 - d. Reduction in programs; and
 - e. Job sharing.

Article 2 - Reduction in Programs

- 2.1 All programs considered for reduction will be evaluated by the Superintendent/ designee on the basis of the following criteria. Results of the evaluation shall be used to determine which programs will be recommended to be reduced or eliminated.
 - a. Each program will be evaluated to determine if the subject content is required or mandated by the State Department of Education.
 - b. Each program will be evaluated to determine if the enrollment is sufficient to maintain such a program.
 - c. Each program will be evaluated to determine the cost of the program.
 - d. Each program will be evaluated to determine if it is required for the college bound curriculum.
 - e. Each program will be evaluated to determine whether such a program is over staffed in relation to the number of students enrolled.

Article 3 - Reduction in Teachers

- 3.1 In the event the reduction in force of certified teachers cannot be accomplished through other means, the procedure for reduction in force is as follows:

3.1.1

Teachers with "duration of need" contracts will be reduced first.

3.1.2

Intern or licensed teachers will be reduced next.

3.1.3

Probationary teachers will be terminated before a career teacher is terminated, unless a career teacher is not certified to teach in the position for which the probationary teacher is retained. If there is more than one probationary teacher in a position being reduced, the probationary teacher will be dismissed according to the least number of continuous years in the District and areas of certification where required within the areas of assigned duties and degrees attained.

3.1.4

Career teachers holding eliminated positions will be placed in another position for which they are qualified to teach at the time of termination provided those positions are occupied by intern (licensed), probationary or career teachers with less continuous service in the District. These interns (licensed), probationary or career teachers with less continuous service in the District will then be released. A career teacher qualified to teach in a position held by an intern (licensed), probationary or career teacher with less continuous service in the District, but who does not have the necessary certification where required, must apply for the necessary certification through the Personnel Office of the District to the State Department of Education within fifteen (15) days after informed that the career teacher will be reduced. If the career teacher does not make application within the fifteen (15) days, it will be deemed that said career teacher has refused the offer of continued employment with the District and will be terminated.

3.1.5

If a teaching position which is occupied by a career teacher is eliminated pursuant to this RIF article, and the career teacher is certified for another teaching position occupied by a probationary teacher or teachers, reasonable accommodations must be made to give priority for contract renewal to qualified career teachers over probationary teachers.

3.1.6

If there is more than one career teacher qualified to teach in the position being reduced, the following criteria, in this order, will be used to determine which of the teachers will be retained:

3.1.6a

Certification is required in the teaching position which is open: A career teacher with a standard certificate will be retained over a teacher with a provisional certificate. A teacher with a provisional certificate will be retained over a teacher with a temporary certificate.

3.1.6b

Seniority will be counted by the amount of continuous full-year contracted certified employment in the District. The beginning date will be the first official day of school or the first day of employment thereafter. A teacher who taught in the District, resigned or was terminated, and then returned to the District, will count only the number of years of service since returning to the District.

3.1.6c

If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:

3.1.6c.1

Other teaching experience either inside or outside the District. If teaching experience inside the District and outside the District is equal, the teacher with the most experience inside the District will have priority.

3.1.6c.2

A Doctors Degree will be considered above a Masters Degree plus thirty-four (34) hours. A Masters Degree plus thirty-four (34) hours will be considered above a Masters Degree. A Masters Degree will be considered above a Bachelors Degree.

3.1.6c.3

If all of the above are equal, retention will be decided by casting lots.

Article 4 - Notification/Hearing Procedure

- 4.1 *A written recommendation of personnel to be considered for non-reemployment will be submitted to the Board of Education by the Superintendent. The recommendation for the non-reemployment of a teacher will be approved or rejected upon by a majority vote of the Board Members.*
- 4.2 *The Board shall receive the recommendation, set a hearing date and direct the Superintendent to notify any affected teacher of his/her right to a hearing.*

Article 5 - Recall

- 5.1 In the event it becomes necessary to employ additional certified teachers within an eighteen (18) month period after reduction in force, recall will be in reverse order of reduction. Recall rights will be for a period of eighteen (18) months beginning with the date of termination.
- 5.2 When vacancies for certified positions occur, teachers who were terminated by the reduction in force will be notified by certified mail of their recall to positions for which they are certified. Outside personnel will not be hired for a position until all qualified personnel involved in the reduction in force have been recalled.
- 5.3 Failure to respond to the notice within ten (10) days of its receipt will constitute rejection of the opportunity to return to the employment of the Ardmore City Schools. The ten (10) day period will begin on the date the receipt of notice is signed by the teacher or someone designated by the teacher to act in the teacher's behalf. Failure of the teacher to provide for receipt of the notice will constitute removal of the teacher from the notification list and the teacher will lose notification rights. Rejection of the opportunity to return to the Ardmore City Schools will terminate recall privilege. It will be the responsibility of the teacher subject to notification to inform the Superintendent's Office of changes of address or other necessary information.
- 5.4 In the event a certified teacher is recalled, she/he will receive credit for all previously accumulated service and benefits as provided by law, but will receive no credit for the period of time she/he was separated from service.
- 5.5 During the period of eligibility for notification, the teacher will be placed at the head of the substitute list of the school system, provided the teacher so requests in writing to the Office of the Superintendent of the District.

Section V: Compensation

Article 1 - Compensation Schedule

- 1.1 All teachers will be paid according to the compensation schedules (**Appendix D-1, D-2 & D-3**). Teachers will be placed on the schedule in accordance with the following provisions at the beginning of the contract year:

1.1.1

All teachers with no previous teaching experience will be placed on Step 0.

1.1.2

All teachers with teaching experience within the State of Oklahoma will be given full credit for that experience, as verified by state records, and placed on the appropriate step.

- ❖ **See Also Section II Working Conditions, Article 3.2.1 for new teacher verification of experience requirement as part of 2015-2016 negotiations.**

1.1.3

All teachers with up to five (5) years of teaching experience outside the State of Oklahoma will be credited with up to five (5) years of that experience and will be placed on the appropriate step. The District may credit teachers with out of state experience for the full amount of their documented experience.

1.1.4

To the extent approved by the Oklahoma State Board of Education, all teachers will receive credit for one year of teaching experience for any type of service recognized by the Oklahoma State Board of Education for certification and salary increments.

1.1.5

All teachers will be placed on the appropriate degree classification, as verified by official records, such as a college transcript.

1.1.6

Upon providing the Superintendent's office with documentation of advancement to the next level of degree classification, the teacher will be moved immediately to the appropriate level and step and will receive compensation appropriate for the level and step for the remainder of the year.

- 1.2 Teachers who are contracted to work more days than the negotiated contract year will be compensated based on the number of days required beyond the contract year times their per diem amount.

Article 2 - Compensation for Covering Classes

- 2.1 Any teacher who covers a class, approved by the principal, who requires him/her to forfeit his /her preparation time or lunch period, will be compensated at the rate of \$12 per class period. Elementary teachers who take all the students from another teacher's class with their class will be compensated at \$12 per class periods of 55 minutes. Compensation will be paid in December and May with their regular payroll checks. Elementary coverage of class must be submitted to the business office in increments not less than 55 minutes.

Article 3 - Second-Contract Compensation

- 3.1 Teachers with Second Contract assignments will be compensated according to the Second Contract Compensation Schedule. All Second Contract compensation is subject to negotiations. (**Appendix D-5: Second Contract Schedule**)

Article 4 - Pay Date

- 4.1 Teachers will be paid on or before the twentieth (20) of each month. If a pay date falls on or during a school holiday, vacation, or weekend, teachers will receive their paychecks on the last previous working day.
- 4.2 All checks for pay dates falling during the summer recess will be issued to the teacher on or before June 30.

4.2.1

Staff members may not "turn off" direct deposit for the months of July and August for the deposit of their payroll checks. [15-16]

Article 5 - Mileage Reimbursement

- 5.1 *Teachers will be reimbursed at the standard mileage rate as set by the Internal Revenue Service annually, plus turnpike and parking fees*, in cases where they are required to use their personal vehicles for school business. This includes any teacher who uses his/her own vehicle for transportation between school sites to which he/she is assigned or any teacher who is doing homebound. Teachers will complete the appropriate form for mileage reimbursement.
- 5.2 Records of such mileage will be turned in to the business office by the tenth (10th) of the month, to be paid on the twentieth (20th) of that month. Mileage turned in after the tenth (10th) of the month will be paid on the succeeding month's check. The District will assume liability when teachers are assigned to transport students to or from school functions and are required to use their own vehicles.

Article 6 - Passes for School Events

- 6.1 Passes will be made available to all teachers for all District school events. The pass will admit the teacher and one guest, and will be non-transferable.

Article 7 - Additional Compensation

- 7.1 Personal Business Leave Incentive Pay

7.1.1

The District will pay \$150.00 reimbursement to each teacher if no personal business leave has been taken by the teacher. Fifty (\$50.00) dollars per day is to be deducted from the \$150.00 reimbursement for each personal business day taken to a maximum of three (3) days.

- 7.2 End-of-Year Stipend Discussion

7.2.1

The Association and District agree to return to the table at the request of either party, to discuss the financial picture of the District at that time. If the district finances warrant, teachers may receive a stipend for a professional activity approved by the superintendent.

Article 8 - Masters' Degree Program Incentive

- 8.1 Teachers accepted into a Masters' degree program in an education-related field, will receive taxable compensation at the rate of \$50 per completed college hour in a field directly related to public school education. The district will pay this incentive for one Master's degree per staff member. Any exception to this must be approved by the superintendent and be for the purpose of the enhancement of services to the district. [15-16]

Article 9 - Enrollment Incentive

- 9.1 Each teacher who helps with enrollment outside the contract day will be compensated.

Article 10 - Leadership Ardmore

- 10.1 One teacher shall be nominated every other year by the District for Leadership Ardmore sponsored by the Ardmore Chamber of Commerce. Teachers interested in participating in this program shall submit their names to the Superintendent/ designee by May 1 of each year. The district will provide a scholarship for this program.

Article 11 - Group Life Insurance

- 11.1 Each teacher shall be provided with a Group Life Insurance Policy.

Article 12 – National Board Certification, Prior to June 30, 2013 [As Authorized in Oklahoma School Law]

12.1 The State Board of Education shall provide to teachers who attained National Board certification prior to June 30, 2013, a bonus in the amount of \$5,000.00 annually over a ten-year period.

12.2 Subject to availability of funds, the State Board of Education shall provide an annual salary bonus in the amount of \$5,000 each year to the following employees of public school districts:

- ❖ Any school psychologist who has been designated as a Nationally Certified School Psychologist by the National School Psychology Certification Board; and
- ❖ Any speech-language pathologist or audiologist who holds a Certificate of Clinical Competence awarded by the American Speech-Language Hearing Association.

Any individual who qualifies for the bonus pursuant to this section and who is employed by a school district on less than a full-time basis, shall receive a pro-rated bonus based on the proportionate equivalency to full-time employment.

12.3 Ardmore City Schools agrees to pay the full bonus without reduction of employer payroll taxes, as part of 2015-2016 negotiations.

Section VI: Leave

Article 1 - Sick Leave

- 1.1 *Sick leave shall be interpreted to mean personal accident, injury, preventive medicine, illness or pregnancy or accident, injury or illness of the teacher's immediate family and bereavement leave in the instance of the death of a member of the teacher's immediate family.*

1.1.1

Immediate family shall be interpreted as spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister, brother, aunt or uncle, brother-in-law, sister-in-law, and other extenuating circumstances as approved by the administrator or supervisor. In the instance of bereavement, immediate family shall also include niece, nephew, first cousin and spouse's grandparents.

- 1.2 *Teachers are granted ten (10) days of sick leave at the beginning of the school year except that for teachers employed on an eleven-month (11) contract shall be allowed eleven (11) days sick leave and teachers employed on a twelve month (12) contract shall be allowed twelve (12) days.*

1.2.1

*Unused sick leave shall be cumulative to a total of 120 days. Teachers with one hundred twenty (120) days of accumulated sick leave prior to commencement of the school year earn an additional ten (10) days when the new school year begins, but unused sick leave in excess of one hundred twenty (120) days is lost at the end of the school year. **(Also see Article III)***

1.2.2

Teachers hired after the beginning of the school year will have their sick leave allotment prorated.

- 1.3 *A teacher transferring into the District from another school district in Oklahoma, who is employed for the next succeeding school year, shall be permitted to transfer sick leave accumulated prior to such transfer, provided that the number of days transferred shall not exceed the maximum days permitted under state statutes. It is further provided that the number of days of sick leave to be credited must be certified by the prior district employing such certified person.*
- 1.4 *The District will keep records of accumulated sick leave, and these figures shall be made available to the teacher at any time upon request. The District shall also prepare a printed summary of recorded usage and accumulated totals for delivery to the teachers at the beginning of each school year thereafter.*
- 1.5 *Teacher's Salary after Expiration of Sick Leave*

1.5.1

When a teacher or immediate family member as defined by Article I – 1.1.1, experiences a severe illness, injury, impairment or physical or mental condition which may cause the teacher to be absent for his/her job for an extended period of time, and the teacher has exhausted all his/her accumulated sick leave, then the district will allow the next 20 days at the average cost of the substitute.

In the case of a the teacher's personal illness and the teacher has exhausted all his/her accumulated sick leave, then the district will allow the next ten days of that absence to be treated as sick leave with no reduction in pay, and the subsequent ten days will have only the average cost of a substitute withheld. This shall be only for consecutive (not intermittent) absences and relates only to the teacher's personal illness.

Following those twenty (20) days, the Sick Leave Bank and Shared Sick Leave policies will take effect.

- 1.6 *After a teacher's use of ten (10) consecutive days of sick leave, the District may request documentation of the reason(s) for the leave.*

1.6.1

Teachers will comply with the request for documentation within 5 business days. If they do not provide the requested documentation, sick leave will not be applied to the absence.

Article 2 - Reimbursement of Sick Leave as per Negotiated Agreement

2.1 *The Ardmore Board of Education will compensate teachers for unused sick leave for those who retire under the Oklahoma Teacher's Retirement System providing:*

2.1.1

Said teacher has been employed in the Ardmore School System for twenty (20) years or more immediately prior to retirement;

2.1.2

Each teacher retiring under this plan will be paid \$20.00 per day for accumulated unused sick leave, providing no individual will receive more than \$2,400.00 under the plan. The total cost of this plan (which may include other retiring employees) must not exceed \$10,000 in any given year. In the event that the total number of days exceeds 500, the amount paid will be prorated to stay within the \$10,000 in any given year. This benefit will be figured on teachers who have officially notified the District of their retirement prior to May 30, of their retirement contract school year.

Article 3 - Use of Sick Leave

3.1 *If a teacher is retiring under the Oklahoma Teacher's Retirement System, the teacher may use all or some of his/her accumulated unused sick leave days to complete either a partial or full year's experience under TRS guidelines. Said teacher is also eligible for payback for unused sick leave as stated in the reimbursement article.*

3.2 *The teacher may carry over a maximum of 120 days at the end of any school year. At the beginning of the next school year, the appropriate number of sick leave days (10, 11, or 12 as per individual's contract) will be added to the teacher's record on the first day of their contract year. Therefore, if the retiring teacher or any teacher has accumulated the maximum allowable number of unused sick leave day, he/she will have at least 130 days available during the current year of employment.*

3.3 *In addition, the District will keep a separate record of "days of sick leave lost" for teachers who have lost days by exceeding the 120 day carry over limit. This record will be for TRS purposes only and shall not be reimbursable to the teacher under the provisions of Article II, Section 2.1.2. These days are allowable under the TRS guidelines for use as unused sick leave when the teacher's regular available sick leave days are not adequate to completely fulfill the employee's needs with TRS for an additional full or partial year's experience.*

3.4 Maternity leave will be granted to teachers under the following conditions:

3.4.1

The teacher shall give immediate notification to her building principal of her condition of pregnancy.

3.4.2

If maternity leave is desired, the request for such leave shall be submitted in writing to the principal, who shall forward it to the Superintendent/designee for action.

3.4.3

The time at which maternity leave will begin is left to the discretion of the teacher and/or her physician.

3.4.4

The time period allowed for maternity leave may extend no longer than one semester or 90 days following delivery; however, the teacher is encouraged to return to her duties sooner if she is physically able. A statement from the attending physician, attesting to the physical fitness of the teacher, is required.

3.4.5

Adoptive parents who need maternity leave will request such leave by submitting a letter or request to the

Superintendent/designee. Such request will outline the time needed and a reasonable estimate as to when the employee expects to return to work.

3.4.6

Provisions for sick leave may apply to maternity leave.

- 3.5 When all sick leave benefits are exhausted, a teacher may apply for the status of sick leave without pay, if they meet the criteria for long term disability benefits according to the District's insurance coverage.

3.5.1

At the time a teacher is assigned to sick leave without pay status, he/she will be paid the remaining share of the earned annual contract. The earned share will be computed as follows:

(Annual Contract divided by number of contract days) X days eligible

3.5.2

In order to continue long term disability insurance benefits, a teacher may request, after all sick leave has been exhausted, to be assigned to sick leave without pay status.

3.5.3

In the event such disability extends into the next school year, a request for extension will be made to the Superintendent/ designee.

3.5.4

From time to time the Superintendent/designee may require that the teacher submit a certificate of disability from the attending physician.

3.5.5

If this certificate does not clearly show sufficient disability to preclude the teacher from the performance of duties, such sick leave without pay will be canceled, and all benefits will cease.

3.5.6

At the expiration of sick leave without pay, a teacher will be returned to the same position or a comparable position for which he/she is qualified.

Article 4 - Personal Business Leave

- 4.1 All teachers will receive three (3) non-accumulative personal business days per year for which no salary will be deducted.

4.1.1

Teachers will complete the leave request form online at www.leavescheduler.com/ardmoreschools with a user name and password. Every effort should be made to give the Principal as much time as possible between the date the request is made and the day of the leave.

- 4.2 Teachers are asked not to use Personal Business Leave the day before or after a holiday, during December and on professional days, except in emergency situations. Teachers are asked to limit the use of Personal Business Leave during the months of December, April and May. Any personal leave requested during the above mentioned dates, that could be potentially denied, will be discussed, with the principal or superintendent, to determine the special circumstances dictating the need to take leave.

Article 5 - Professional Leave

- 5.1 Upon approval of the building principal, teachers may be released without loss of salary for attendance at meetings of professional organizations, workshops, in-service trainings and any other meeting which is contributory to the basic functions of teacher assignments.
- 5.2 Teachers who have been elected or appointed to a county, state or national education related board, committee or commission will be released without loss of salary for attendance at meetings of same. The teacher will clear the meeting dates through his/her building principal and secure approval from the Superintendent/designee.

Article 6 - Sick Leave Bank

6.1 *The Ardmore Board of Education shall establish a Sick Leave Bank that may be used by the full-time teachers on a voluntary basis. The purpose of such Sick Leave Bank shall be to allow teachers the privilege of having a reserve of sick leave days to draw against in case they have exhausted their personal accumulation of days.*

6.2 *Definitions:*

6.2.1

"Teacher" shall mean any full-time teacher of the Ardmore City Schools.

6.2.2

"Enrollment" shall mean being a participant in the program on a voluntary basis.

6.2.3

"Assessment" shall mean that the teacher must contribute one (1) day from his/her own personal accumulation of sick leave days to the bank.

6.2.4

"Withdrawal" shall mean days that the teacher may use from the bank as if it were his/her own accumulated sick leave.

6.3 *Enrollment Procedure*

6.3.1

*The teacher must make his/her desires known to be a participant in the Sick Leave Bank by filling out the Sick Leave Bank Donation Form. This form shall be returned to the Business Office. **(Appendix E-1: Sick Leave Bank/Sharing Form)***

6.3.2

The teacher will have an assessment made against his/her accumulated unused sick leave of one (1) day.

6.3.3

The teacher may sign up for participation only at the beginning of his/her full-time employment or at the beginning of a school year (within the first week).

6.4 *Withdrawal Rules*

6.4.1

The teacher may draw up to five (5) days from the Bank during the first year of participation, ten (10) days during the second year, fifteen (15) days during the third year and twenty (20) days during the fourth year with twenty (20) days being the maximum available at any given time thereafter.

6.4.1g *Teachers wishing to withdraw days from the Bank will make application on the Sick Leave Bank Request Form. This form will be submitted to the business office. **(Appendix E-1: Sick Leave Bank/Sharing Form)**.*

6.4.2

Up to five (5) days will be added to the teacher's available days each year up to the maximum of twenty (20) days even after usage has occurred.

6.4.3

Withdrawals from the Bank may only be made by participating teachers, and then only after their own accumulated sick leave has been exhausted and after the ten (10) days of the teacher paying the cost of a substitute.

6.4.4

Teachers withdrawing days from the Bank shall not have to replace those days except as a regular contributing member to the Bank.

6.5 *General Rules*

6.5.1

Assessments will only be made at the beginning of the school year according to the above limitations and should be completed and recorded on the teacher's record no later than October 1.

6.5.2

There shall be a record kept by the Business Office of the total number of accumulated days deposited in the Bank as well as the number of days used by teachers against that total.

6.5.3

When the total accumulated days in the Bank falls below one hundred fifty (150) days, then there shall be an assessment against the member teachers of one (1) day each at the beginning of the next school year.

6.5.4

When a teacher donates a day to the Bank, that day is considered to have been "used" by the teacher and will never return to the teacher's personal record for any other use. However, if the Bank at any time is discontinued, the remaining days in the Bank will be returned on a pro rata basis to any participating teacher still in the employ of the District.

6.5.5

A teacher may withdraw their membership from the Sick Leave Bank, but will not be eligible to withdraw his/her contributed days.

Article 7 - Shared Sick Leave

7.0 *Teachers may "share" their sick leave with other District teachers under certain conditions. This article shall permit teachers to donate one or more of their accumulated sick leave days to a fellow teacher who is suffering from (or has a close relative suffering from) severe illness, injury, impairment or physical or mental condition which is causing or may cause the teacher to lose all wage benefits.*

7.1 *Definitions*

7.1.1

"Teacher" shall mean any full-time teacher of the Ardmore City Schools.

7.1.2

"Close relative" shall mean spouse, child, or parent only. An appeal may be made to the Shared Sick Leave Committee if the teacher feels that another closely related person is causing similar work absences and might make the teacher eligible to participate in this program.

7.1.3

"Severe" shall mean serious, extreme and/or life threatening situations including verifiable temporary disabilities, which render the teacher unable to perform his/her assigned duties.

7.1.4

"Shared Sick Leave Committee" shall be composed of:

- a. *A representative appointed by the AEA Executive Board;*
- b. *An administrator appointed by the Superintendent/designee; and*
- c. *A member of the Board of Education.*

7.1.5

"Duties" of Shared Sick Leave Committee shall be:

- a. *Determine whether or not a teacher meets the criteria for participation;*
- b. *Determine that the teacher has abided by all District policies regarding the use of sick leave benefits;*
- c. *Hear all appeals by teachers that might seek exceptions to the outlined rules and make decisions regarding those appeals;*
- d. *Assist the ACS Business Office in determinations regarding the implementation of this article; and*
- e. *Ensure that all request forms and donation forms are given to the ACS Business Office.*

7.2 *Rules for Potential Recipients*

7.2.1

The teacher must be a member of the Sick Leave Bank and have exhausted all days available from the Sick Leave Bank.

7.2.2

Use of Shared Sick Leave may only be made by participating teacher employee, and then only after his/her own accumulated sick leave has been exhausted and after the ten (10) days of paying only the regular substitute amount.

7.2.3

The teacher cannot receive more than thirty (30) days of donated sick leave days during any school year. (Exceptions could be made on a case-by-case basis by the Board of Education upon recommendation of the Shared Sick Leave Committee.)

7.2.4

The teacher must present to the Shared Sick Leave Committee a medical statement from a licensed physician outlining and verifying the severe nature of the problem and the expected duration of the condition.

7.2.5

Shared sick leave days may be used only for the purpose specified in this Agreement.

7.2.6

Compensation to the recipient will be paid at the regular rate of pay normally received by the teacher during that time period.

7.2.7

*A teacher wishing to use Shared Sick Leave must fill out a Shared Sick Leave Request and submit such to the Shared Sick Leave Committee which will give it to the ACS Business Office. Form **(Appendix E-1: Sick Leave Bank/Sharing Form)***

7.3 *Rules for Potential Donors*

7.3.1

The donor can only donate to a fellow teacher who has completely exhausted all sick leave benefits.

7.3.2

A donor can donate to more than one fellow teacher during their employment with ACS if all other criteria are met.

7.3.3

The donor cannot donate a day(s) when such a donation would cause their personal balance of accumulated sick leave days to fall below sixty (60) days.

7.3.4

A donor is limited to a maximum of ten (10) days donation of shared sick leave with any other single teacher, but may exceed the ten (10) day sharing limit when donating to multiple individuals.

7.3.5

The donor may donate in any increment of days ranging from a minimum of one-half (1/2) day up to a maximum of ten (10) days.

7.3.6

*The donor must complete the Shared Sick Leave Donation and return it to the Shared Sick Leave Committee. The Committee will see that the form is given to the ACS Business Office. **(Appendix E-1: Sick Leave Bank/ Sharing Form)***

7.4 *General Rules and Record Keeping*

7.4.1

Participation in this program is strictly voluntary and will be conducted as confidentially as possible with no teacher being coerced, threatened, intimidated or financially induced into donating sick leave days.

7.4.2

The Business Office shall keep all records regarding the donations and receiving of shared sick leave days with all such records showing plainly on the teacher's Sick Leave Record sheet.

7.4.3

When a teacher has exhausted all sick leave benefits as defined in 5.2.2 above, the teacher has made application (another person may file this application in the requesting teacher's behalf) for assistance with the Shared Sick Leave Committee and the teacher has been determined to be eligible as a recipient under the guidelines of this policy, that teacher's name shall be posted in the office of each building site in the district identifying him/her as a potential recipient.

7.4.4

After the posting of a potential recipient's name, donors must individually notify the Business Office in writing of their desire to donate as well as the number of days they desire to donate.

7.4.5

The recipient will be sent verification from the Business Office that the donor (with the name identified and specified) has made the donation.

7.4.6

The recipient will receive the benefits of such donation during the next regularly scheduled pay cycle for that teacher.

7.4.7

Should more days be donated than can be or are used by the recipient, then the remainder of the donated days will be prorated and returned to the donor(s) with such return being rounded to the nearest one-half (½) day while still covering completely the benefits received by the recipient.

7.4.8

All questions regarding this policy or its implementation shall be referred to the Business Office and/or the Shared Sick Leave Committee, but the committee shall possess all decision making powers regarding problem resolution(s) with appeal to the Board of Education possible only when all parties are not satisfied with such resolution.

Article 8 - Leave of Absence (Sabbatical Leave)

- 8.1 The Board may grant a career teacher a leave of absence for up to one (1) year.
- 8.2 Application for leave of absence without pay which is to be effective at the beginning of a school year must be made on or before May 1. Applications which are to be effective other than at the beginning of a school year should be made at least three (3) months before the requested effected date. In the event that the above dates for application cannot be met, the teacher will still receive consideration of his/her application.
- 8.3 A teacher on approved leave of absence will be reinstated at a salary level no lower than that attained at the time the leave was granted. Additionally, such salary placement will reflect any advancement occasioned by additional degrees, or college hours earned.
- 8.4 Sick leave, which accrued before the leave of absence, will be reinstated. Additional sick leave or personal leave will not be granted for the period of leave.

Article 9 - Legal Leave (Board Policy DA-CC-G in compliance with 70 O.S. §6-104 & 28 O.S. §84.1)

- 9.1 *The Board of Education shall grant leave to employees who have been selected for jury duty or who have been subpoenaed as a witness in a criminal, civil, or juvenile proceeding. Employees shall be paid the full, current contract salary during such service. Monies necessary to pay substitute teachers shall not be deducted from the salary of a teacher performing jury duty. However, the amount received by the teacher for jury duty shall be applied toward the expense of the substitute teacher. The district may deduct any compensation received for serving as a juror from the non-certified support employees salary during such service.*

✓ *Teachers dismissed by the court by noon will return to school for the second half of the day.*

- 9.2 *It is the policy of the board that the school district will not provide teachers with paid leave for non-subpoenaed testimony as a witness in a child custody case involving a student in this district. If a teacher testifies as a witness as a result of being subpoenaed, any compensation received from the court by the teacher shall be applied toward the expense of a substitute teacher.*
- 9.3 *If a school district employee is subpoenaed to appear as a witness in a civil court proceeding, except in a proceeding which the school district or the state is a party, the school district shall be entitled to a witness fee equal to the amount of the substitute teacher cost, not to exceed One Hundred Dollars (\$100.00) per day.*

Article 10 - Military Leave/Veterans Day

- 10.1 *The board shall provide leave to qualified employees who are members of any component of the Armed Forces of the United States (Army, Navy, Marine Corps, Air Force, Coast Guard), including members of the Army and Air National Guard and the Reserve Forces and the commissioned corps of the Public Health Service, when the employee meets the requirements set forth below and the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA). A leave of absence for the period of active service shall be without loss of status or efficiency rating and without loss of pay during the first 30 days of such leave.*

For reemployment rights, see Board Policy DA-CC-D in compliance with 40 O.S. Section 209, 70 O.S. Section 6-105, & USERRA 1994 as amended

- 10.2 Teachers who are veterans will be given released time (up to two hours) to attend the Veteran's Day ceremonies at the Ardmore Veteran's Center.

Article 11 - Emergency Leave [Board Policy – Revised June 2015]

- 11.1 *All employees shall be provided not more than two days a year emergency leave. These days shall not be chargeable to sick leave and are non-cumulative. The term "emergency" is defined as a situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate attention. (70-6-104). Examples of*

emergency leave include, but are not limited to: automobile accidents, floods, tornado damage, residential fires, etc.

- 11.2 *If a more suitable leave-type is appropriate, emergency leave may not be granted. The final decision as to whether emergency leave is granted or if another type of leave is more appropriate will be made by the superintendent or his/her designee.*
- 11.3 *Emergency leave does not include bad weather days when school is in session.*

Article 12 - Bereavement Leave

- 12.1 Teachers will be granted three (3) days bereavement leave at no loss of salary each school year.

12.1.1

Bereavement leave will be non-accumulative, non-reimbursable and used before other available leave.

12.1.2

Bereavement leave will be granted for the death of an immediate family member as defined under sick leave. (See Sick Leave, Article I, section 1.1.1 of this section)

12.1.3

In addition to the three (3) days of bereavement leave, teachers may use a maximum of five (5) sick days for this purpose.

12.1.4

In the case of the death of a spouse or a child, the teacher will be granted up to ten (10) days of bereavement leave.

- 12.2 *On occasion when teachers wish to attend funeral services for an associate or friend, they may be excused for the services, with their principal's permission. Requests for attendance should be directed to the principal. When the absence is only for the actual time required to attend the service, school volunteers may be asked to substitute and no leave time will be charged. When the time needs to be extended, the teacher will take sick leave.*

Article 13 - Association Leave

- 13.1 The District will grant ten (10) days leave to the Association to send its representatives to local, state, or national conferences, meetings, or workshops or to conduct other business pertinent to the Association's role as recognized representative of Ardmore teachers.
- 13.2 The Association President(s) will notify the Superintendent/designee on the appropriate leave form at least three (3) days in advance of the use of leave.
- 13.3 No more than five (5) teachers will be gone on any one day without the approval of the Superintendent/designee.

Article 14 - Notification of Absence

- 14.1 The District will provide each teacher with a contact person and/or a telephone number to be utilized by the teacher for notification of absence from work. If possible, such notice of absence will be reported by 7:00 a.m. on the day of absence in order to ensure substitute coverage. Whenever possible, the teacher will notify the school (principal/secretary) by 2:30 p.m. to notify of the subsequent day's status.

Article 15 – Bad Weather Days [Board Policy – Revised June 2015]

- 15.1 *The school system has no restrictions on where its' employees reside; however, on bad weather days when school is being held, school employees are expected to be in attendance. Employees who are not in attendance will have a day's pay deducted from their salaries unless they are absent under one of the Board approved leave options, to include personal business leave. Emergency leave does not include bad weather days when school is in session.*

Section VII: Grievance Procedure

Article 1 - Definitions

- 1.1 *A grievance is a claim based upon an event or condition which affects the condition or circumstances under which a teacher or a group of teachers works, allegedly caused by a violation, misinterpretation or misapplication of Board Policies, Administrative Procedures or the Negotiated Agreement of the Board of Education and the Ardmore Education Association (AEA).*
- 1.2 *The term "grievant" may mean the person or persons or the Association making the complaint.*
- 1.3 *The term "days" will mean working days of the teacher. Outside of the contract year of the teacher, "days" will mean the working days of the supervisor involved at the level that the grievance is being processed or the business days of the district (Business days shall not include scheduled vacation days).*
- 1.4 *A "party of interest" is the person or persons making the claim or any person who might be required to take action, or the person against whom action might be taken in order to resolve the claim. The Association may be a "party of interest" in any grievance regarding the Negotiated Agreement*

Article 2 - Purpose

- 2.1 *The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise from time to time affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.*

Article 3 - Right to Representation

- 3.1 *At least one Association representative will be present for any meetings, hearings, appeals or other proceedings related to a grievance which has been formally presented if such grievance concerns this Agreement.*
- 3.2 *If, in the judgment of the Association, a grievance affects the Association, the Association Officers may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level II. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wished to do so. Class action grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Level II.*

Article 4 - Individual Rights

- 4.1 *Nothing contained herein will be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as such disposition is not inconsistent with the terms of this Agreement.*
- 4.2 *A grievant may be represented at all Levels of the grievance procedure by himself/herself or at his/her option, by an Association representative selected by the Association, or by a person of his/her choice. In addition, the grievant may be accompanied by a person of his/her choice for advice and/or counsel. If an aggrieved party is not represented by the Association and the grievance concerns application of the negotiated agreement, the Association representative will have the right to be present and to state the Association's views at all Levels of the grievance procedures.*
- 4.3 *Any grievance will be submitted within 15 working days of the knowledge of the alleged violation.*
- 4.4 *Timelines may be extended by mutual agreement.*

Article 5 - Procedure

5.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each Level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

5.2 FORMAL GRIEVANCE PROCEDURE

Level One

A certified staff member with a grievance will first discuss it with his/her principal or immediate supervisor within ten (15) work days of the date aggrieved, with the objective of resolving the matter informally.

If both parties agree that unusual circumstances exist, either party may exercise the option of being accompanied by a building colleague.

Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he/she may file a written grievance with his/her principal/supervisor no later than ten (10) working days after the Level One meeting. When a formal written grievance is filed with the principal/supervisor, a copy of the written grievance shall be sent by the aggrieved person to the president of the AEA and the superintendent of schools.

The principal/supervisor shall arrange a meeting of the aggrieved person, the grade level representative of the AEA Grievance Committee, and the principal/supervisor within five (5) working days after the receipt of the written grievance.

The principal/supervisor shall within two (2) working days after the meeting, submit his/her decision in writing to the aggrieved person, the grade level representative of the Grievance Committee, the president of AEA and to the superintendent of schools.

It is understood by all parties that the superintendent will be kept informed of all these proceedings by the principal/supervisor involved and may intervene in any of the decision rendered by the principal/supervisor at any time.

Level Three

If the aggrieved person does not agree with the decision of the principal/ supervisor, he/she may request that the Grievance Committee of the AEA review the decision of the principal/supervisor, or the aggrieved person may choose to bypass Level Three and proceed to Level Four.

Any such request to the AEA Grievance Committee shall be made in writing within five (5) working days of the principal/supervisor Level Two decision and include a copy of the principal/supervisor's decision, the grounds for further appeal, and any other information which the committee might desire, such as names of all persons officially present at any of the meetings held prior to the request of the AEA Grievance Committee meeting and any person who might have a copy of information involved in the grievance.

The AEA Grievance Committee shall within seven (7) working days of the receipt of the request and after completion of a hearing on the case, render recommendation to the aggrieved person. A copy of these recommendations shall be mailed to the principal/supervisor, the president of AEA, and the superintendent.

Should the aggrieved person choose to bypass Level Three, a written request for an appeal to be heard by the superintendent of schools must be made within ten (10) working days of the Level Two decision rendered by the principal/supervisor.

Level Four

If the aggrieved person or the superintendent desires, an appeal may be heard by the superintendent. Such a meeting or hearing shall be held within ten (10) working days of the receipt of the recommendations from Level Three or the request by the aggrieved person choosing to bypass Level Three.

Written notification of the time and place of the meeting with the superintendent shall be given five (5) working days prior to the meeting and shall be given to the aggrieved person, the president of AEA and the principal/ supervisor who has been involved in the grievance.

Within ten (10) working days of the meeting with the superintendent, the superintendent shall communicate his/her decision and reasons to the aggrieved person and other parties in interest.

The superintendent reserves the right to inform members of the Board of Education regarding any of the proceedings involving a formal grievance procedure.

Level Five

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Four, he/she may, within five (5) working days after a decision by the superintendent, request in writing that hearing by held on this matter before the Board of Education. The Board of Education will, within thirty (30) working days or at their next regular meeting of the Board, hear the grievance.

The Board of Education shall within ten (10) working days, communicate its decision to the aggrieved person and other parties in interest.

General Provisions

- 1. The decision of the Board is considered final, unless overruled by the courts. It is understood that the Board of Education may reconsider its decision at any scheduled meeting where the matter is placed on the agenda.*
- 2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest. Likewise, no certified staff member shall take reprisal of any kind against any member of the Board of Education or the administration because of the grievance procedure.*
- 3. If a certified person elects to pursue legal or statutory remedy for any grievance after following this grievance procedure, it is understood that remedy at the local level has been exhausted.*
- 4. All documents, communications and records dealing with the procedures of a grievance shall be filed with a grievance file separate from the permanent file of any of the participants.*
- 5. Forms for this grievance procedure shall be devised by the superintendent or his/her designee in conjunction with the AEA Grievance Committee and shall be available upon request from the principal/supervisor.*
- 6. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the aggrieved person to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be regarded as acceptance of the decision rendered at that step.*
- 7. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives referred to in this procedure. No meetings under this procedure will be held in violation of the Open Meeting Law of the State of Oklahoma.*
- 8. All such meetings will be held by all parties to avoid any interruption of classroom activities and to avoid involvement of students in all phases of the grievance procedure. No student shall be involved in any phase of the grievance procedure unless such student's presence is deemed absolutely necessary to resolve the grievance and is in the best interest of the school district and only after approval of the superintendent of schools.*

Section VIII: Association Rights

Article 1 - Availability of Information

- 1.1 Upon request, the Board will provide to the Association any compiled public information which the Association deems necessary for the administration of this contract.
- 1.2 The Association President or designee will be notified of all regular, special and/or reconvened meetings of the Board as soon as they are scheduled and will receive an agenda and all information in like form and substance as mailed and/or given to each Board member for each of its meetings, except that deemed confidential under the Oklahoma Open Records Act. The Association may request clarifying documents of agenda items.
- 1.3 The District agrees to send to the AEA President(s) the following items on a regular basis:
 - 1.3.1
Additions, corrections and changes to the ACS Policy and Procedure Handbook;
 - 1.3.2
Minutes of all Board of Education meetings.

Article 2 - Transaction of Business

- 2.1 Representatives of the Association will be permitted to transact Association business on school property provided that classroom activities are not interrupted.

Article 3 - Exclusive Rights

- 3.1 The bargaining unit rights granted to the Association will not be granted or extended to any other organization or individual.

Article 4 - Meeting, Notices and Use of School Mail

- 4.1 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.
- 4.2 The Association shall have the right to place Association related notices, circulars and other Association material on designated bulletin boards and in teachers' mail boxes. Use of bulletin board space shall be provided in the teachers' lounge or work area of each school building or work site. Prior to posting, a copy of any material shall first be given to the building principal.
- 4.3 The Association shall be accorded use of the inter-school mail service and District e-mail.

Article 5 - Teacher Selection to Staff Development Committee

- 5.1 (See Section Two, Working Conditions, Article IX.)

Article 6 - Selection of Mentor Teachers

- 6.1 *A mentor teacher shall be selected by the principal from a list of qualified teacher volunteers who have submitted their names for that purpose. After compilation of the list, the principal shall provide an opportunity for input from the AEA building representative. Membership or nonmembership in a professional teacher organization shall not be considered as a factor in selecting a mentor teacher. No teacher may serve as a mentor teacher for more than one resident teacher at a time. When possible, a mentor teacher shall have successfully completed a mentor teacher professional development institute and be assigned to the same school site and have similar certification as the resident teacher. (Per HB 1235)*

Appendices

To the Negotiated Agreement

Professional Negotiations Procedural Agreement

The Ardmore Educational Association & Independent School District No. 19 Carter County, Oklahoma

- 1-1 As Prescribed** by Title 70, Oklahoma Statutes 509.1-509.10, the Ardmore Education Association, hereinafter referred to as the “Association,” said Association being the certified representative of the professional educators of the district, and the Board of Education of Ardmore City Schools, Independent School District No. 19 of Carter County, Oklahoma, hereinafter referred to as the “Board,” said Board being legal representative of the electors of Independent School district No. 19 of Carter County, Oklahoma, hereby enter into the following agreements regarding procedures:
- 1-2 Recognition**
The Board hereby recognizes the Association as the authorized bargaining agent for all regularly employed non-administrative certified educators. Any person who desires not to be represented by any organization may so state in writing to the Board of Education.
- 1-3 Participation**
As a condition of employment, members of the bargaining unit have the right to join, participate in, and assist the Association, and the right to refrain from such activities, as provided in Title 70, Oklahoma Statutes, Section 509.2.
- 1-4 Scope of Bargaining**
The Association and the Board agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment. The Board retains all rights and authority it possesses by law. This agreement shall not impair the rights provided by law either to the Board or the Association. The policies affecting the performance of professional services may be subject to negotiation in accordance with Oklahoma State Statute 70-509.6
- 1-5 Statutes & Policies**
The Association and Board agree that the welfare and educational opportunities of students in the Ardmore school system are of paramount importance in the operation of the Ardmore school system. The Association and the Board shall abide by all applicable state and federal statutes, rules and regulations. No agreement shall abrogate legal rights, obligations, and powers of the Board, including its power to make policy.
- 1-6 Budget Limitations**
Provisions of negotiations agreements are always subject to sufficient funds being made available to the Board to carry out properly the terms of the agreement. When and if it becomes known that sufficient funds will not, in fact, be available with which to finance certain ratified items as well as meet the other requirements of the school district, the negotiating teams will meet and renegotiate those items within the framework of the amount of funds available.
- 1-7 Negotiating Team**
No more than five (5) designated representatives of the Association will meet with no more than five (5) representatives of the Board for purposes of negotiations. All negotiations shall take place exclusively between the designated representatives of the parties. Only those members who comprise the negotiations teams will be present during negotiations, except by mutual agreement. A majority of the members of each bargaining team shall be present at each bargaining session. If there are any changes in the membership of either team, the other team shall be notified of such change, in writing, five (5) days before the next meeting.
- 1-8 Discrimination**
No employee shall be discriminated against by the Board, Superintendent, or any other administrative officer of the district or by the Association, its officers or any member thereof because of his/her exercise or non-exercise of rights under the acts of Title 70 of the Oklahoma Statutes. It shall be prohibited for the Association, professional educator or Board to impede, restrain or coerce an employer or employees in the exercise of the rights guaranteed in Sections 509.1 through 509.10 of Title 70.

2-1 Meetings

Meetings shall start on April fifteenth, or any subsequent mutually agreeable date thereafter and continue to meet as mutually agreed upon by the Association and the Board. Each subsequent meeting time and place will be mutually agreed upon at the end of each meeting. All Board and Association items for negotiations shall be presented in writing at the first meeting.

2-2 Exchange of Information

Upon reasonable request, the parties shall provide each other with available information regarding negotiations.

2-3 Information Releases

Releases to news media shall be by mutual agreement only.

2-4 The Agreement

- A. The Board shall choose representatives who shall bargain for the Board, and the Association shall choose representatives who shall bargain for the Association. Provided nothing herein shall prohibit the employment of legal counsel for consultative purposes by the Board or Association. (70-509.3)
- B. Both parties agree it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals and counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.
- C. When agreement is reached between the negotiations teams on any proposal, the proposal shall be reduced to writing, distributed to both teams, and marked "tentative agreement." When tentative agreement is reached on all items, it shall be submitted and recommended first to the Association for ratification. After ratification by the Association, the agreement shall be recommended to the Board. Upon approval and after necessary action by the Board, the terms of agreement shall be implemented. No further negotiations will take place until a formal request is made the following March.

2-5 Impasse Procedure

- A. If negotiations are not successfully concluded by the first day of school, impasse shall exist, unless the time limit for negotiations has been extended by mutual agreement of the parties. At any earlier time, either party may declare impasse. Prior to reaching impasse or upon reaching impasse and upon mutual agreement, the parties may request the services of the Federal Mediation and Conciliation Service.
- B. If the mediation process has been utilized and has failed to bring about agreement on all items (or if mediation was not used), the unresolved items shall be submitted to fact-finding as follows:
 - 1. A fact-finding committee consisting of three (3) members shall be formed. One member shall be selected by the representative of the Association and one member shall be selected by the Board, within five (5) days. These two members will notify the State Superintendent of Public Instruction that a fact-finder is needed. Within ten (10) days of being notified that a fact-finder is needed, the State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact-finders selected at random from a list of appointees who are available to serve as a member and the chairperson of the committee. The parties shall select the fact-finder from the five names within fifteen (15) days after receiving the list of fact-finders. If the representative of the Board and the representative of the Association cannot agree upon a name, there shall be a coin toss. The winner of the toss shall decide whether to strike a name first or to have the loser of the toss strike a name first from the list. The two representatives shall then continue alternately striking a name from the list until only one name remains. That person shall then be named to serve as the chairperson of the fact-finding committee.
 - 2. Within five (5) days after the selection of a chairperson, the representatives who have been negotiating for the Board and for the Association shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairperson and other members of the committee. Each item being submitted to fact-finding shall show the last position taken by each negotiating team.

3. The cost for the services of the fact-finding committee, including the per diem expenses, if any, and actual and necessary travel expenses of the third party chairperson shall be shared equally by the Board and the Association.
4. The fact-finding committee shall have the authority to establish procedural rules, conduct investigations, and hold hearings during which each party to the dispute shall be given the opportunity to present its case with supporting evidence.
5. The chairperson shall convene the committee for fact-finding. The committee shall meet with the representatives of both parties. Within twenty (20) days after the chairperson is selected, the committee shall present written recommendations to the Board and to the Association.
6. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendation, request a meeting of the representatives who have been negotiating for the Board and for the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the representatives shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.
7. The Board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of the implementation.

2-6 No Strike Clause

The procedure provided for herein for resolving impasse shall be the exclusive recourse of the Association. It shall be illegal for the Association to strike or threaten to strike as a means of resolving differences with the Board. Any member of the Association engaging in a strike shall be denied the full amount of his/her wages during the period of such violation. If the Association or its members engage in a strike, then the Association shall cease to be recognized as representatives of the unit and the Board shall be relieved of the duty to negotiate with the Association or its representatives.

2-7 Amendments

Changes, modifications or amendments to this agreement can be made only as mutually agreed upon by the Association and the Board.

2-8 Extension of Agreement

If the Association continues as the exclusive negotiating representative of the professional educators for additional periods of time, this agreement shall be automatically extended for such additional periods of time; otherwise, it shall be null and void as of the date the Association disbands or ceases to be the recognized bargaining agent.

2-9 Savings Clause

Should any part of this Agreement be affected or declared illegal by statute or court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent that it is affected, or violates the law. The remaining provisions shall remain in full force and effect for the duration of the agreement, if not affected by the deleted part. By mutual agreement negotiations shall commence within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

Ardmore City Schools

Pre-Observation Schedule

_____ (day/date) or _____

at _____ (time) for a pre-observation conference.

Observation Schedule

_____ (day/date) or _____

at _____ (time) or _____ would be excellent times for a formal observation (30 minutes) in my classroom. The teaching strategy that will be observed in my class will be

_____.

Teacher's Signature: _____

Observation Schedule

On _____ (Day& Date) we will go over the written evaluation instrument.

Thank you.

Principal's Signature: _____

Teacher Performance Evaluation Procedures

During the 2014-2015 school year, one hundred percent (100%) of the evaluation rating of teachers shall be based on the qualitative component of the TLE. As required by 70 O.S. § 6-101.10 for purposes of testing the TLE, the school district will incorporate the student academic growth and other academic measurement quantitative components of the TLE in all school sites within the school district.

The board of education shall annually approve a list of OAMs from the list of options which have been approved by the State Board of Education. OAM are alternative instruments ensuring a robust teacher evaluation, capturing unique facets of effective teaching, and reflecting student academic performance impact by the teacher. Each teacher shall have at least two options that are grade level appropriate. The teacher shall be required to select another academic measure from the list approved by the board of education that is relevant to the job duties assigned to that teacher. The other academic measure should be selected by the teacher with the understanding that the measure is to be utilized to provide actionable feedback to the teacher. If there are not at least two options of OAM listed on the approved OAM list that are relevant to the job duties of a teacher, two other relevant options will be provided by the board of education that meet the definition of other academic measure adopted by the Oklahoma State Board of Education prior to the expiration of the first nine weeks of school.

The rating scale for each teacher shall be a 5 point scale, where 5 is Superior, 4 is Highly Effective, 3 is Effective, 2 is Needs Improvement, and 1 is Ineffective.

1. During the first nine weeks of school, each teach shall do each of the following:
 - a. Determine an academic area of focus for the teacher's students that will guide the other academic measures for the teacher.
 - b. Administer a pre-assessment or locate data than can be used as a pre-assessment of the academic area of focus.
 - c. Select another academic measure that will be used to measure the performance of the academic are of focus at the end of the school year (or after instruction for the academic area of focus is complete). Those teachers who receive an individual value added model score because they teach in a grade and subject that has state tests used for calculating individual value added model scores may substitute the value added model score (on a 5 point scale) for the other academic measure if they so choose.
 - d. Establish a SMART goal by the end of the first semester for the academic area of focus as measured by the other academic measure. SMART goals are Specific, Measurable, Attainable and Ambitious, Results-driven and Time-bound. SMART goals should be established based on pre-assessment data. Teachers may collaboratively develop SMART goals and 5 point rating scales with peers.
 - e. Establish a 5-point rating scale, by the end of the first semester, for the SMART goal, where 5 is Superior, 4 is Highly Effective, 3 is Effective, 2 is Needs Improvement and 1 is Ineffective.
 - f. By way of signature, receive agreement from the evaluator on the SMART goal and 5-oing rating scale. If the teacher and the evaluation cannot agree on the SMART goal and the 5-point rating process, the Superintendent shall provide mediation.

Board Policy	SECTION: Certified Personnel	DB-C.1
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2. At the end of the school year (or after instruction for the academic area of focus is complete), all teachers shall consult with their respective evaluators to determine if the SMART goal was reached and what score will be assigned based on the previously agreed upon 5-point rating scale for the OAM. Documentation of student performance should be provided.

3. Because the results of many OAM are unavailable until after evaluations must be completed for re-employment decisions, other academic measure results will be calculated as 15% of teacher evaluations during the year following their attainment.

4. If a teacher encounters an extenuating circumstance including, but not limited to, extended illness, acceptance of a student teacher, natural disaster, flu epidemic, or those situations that materially impact the achievement of the teacher's students after a SMART goal has been agreed upon, the teacher shall be evaluated via the development of a high quality reflective analysis of their student performance and factors that contributed to the teacher's inability to reach expected targets.

The district shall utilize the other academic measure sample worksheet provided by the State Department of Education.

Data shall be collected by the evaluator on an ongoing basis in compliance with the system of evaluation selected by the board of education. The data shall be maintained in an evaluation file for the teacher. Final scores for the other academic measure component shall be determined by the end of the school year.

To: Employee's Name
From: Supervisor's Name [Signed or Initialed Here]
Date: Date of Issuance
Subject: Letter of Reprimand

At our meeting today, we discussed the following [performance or conduct]: List

For example: "unsatisfactory work performance" or "excessive tardiness" or "failure to follow established policy regarding unscheduled absences" etc.)

Describe the specific incident, including the date, time [if relevant] and a description of the event. Follow the description with a citation from the Standards of Conduct [if Probationary], Board Policy, Administrative Procedure, Code of Ethics or Job description regarding that behavior or performance standard.

This [performance/conduct] is {unsatisfactory/unacceptable} and required correction in order to support the efficient operation of our school and your performance in the classroom. Continued unsatisfactory performance could result in further disciplinary action and may lead to termination of employment. Immediate, consistent and sustained improvement is required.

Suggested below are steps you may take to improve your performance: List

Improvement steps may be as simple as: "Report to work as scheduled" or "Follow board policy for reporting tardiness" or "Observe board policy regarding xyz." Instructions should be as detailed and specific as appropriate – so that the employee knows what is expected and has the opportunity to be successful.

I acknowledge receipt of this Letter of Reprimand:

Signature of Certified Staff Member

Date

Signature of Administrator

Date

Date: (Enter Date)

John Doe	Principal or Supervisor	School
To	From	School

The purpose of this Plan for Improvement is to bring to your attention unsatisfactory performance and conduct which, if repeated at any time during your employment with the School District or not corrected, will result in your dismissal or nonreemployment. You may submit any recommended amendments to this Plan within three school days of its receipt. This Plan for Improvement is designed to assist you in improving those areas of performance and conduct that are currently viewed as unsatisfactory. The quality of your performance and conduct in these areas must be improved.

Statement of Unsatisfactory Performance – No 1:

Immediate improvement is needed in preparation of lesson plans.

- (1) Failure to provide adequate lessons plans is a poor educational practice and also violates district policy. It also shows an unprofessional attitude toward the duty you have to direct the learning process in your class. Clear objectives must be set in weekly lesson plans in order for daily assignments and performance to be assessed.
- (2) Failure to maintain IEP records and stay in compliance with state regulations. Failure to maintain IEP reviews and secure necessary approval from the IEP committee before changing hours of service to homebound student. Failure to disclose those changes even when asked directly by supervisor. Only after direct inquiry did the truth present itself and admittance was made that erroneous information was given by the teacher to the supervisor and principal.
- (3) Failure to complete IEP Present Level of Performance assessments at the beginning of the year after three attempts from supervisor were made to secure test completion. Failure to disclose that assessments were not made in a timely manner. Only after direct inspection of materials did the truth present itself and admittance was made that erroneous information was given by the teacher to the supervisor and principal.

➤ **Statement of Level of Performance Required:**

Your level of performance must immediately meet the following minimum standards:

- (1) Develop daily lesson plans and submit them to my office each Friday, prior to the end of the school day.
- (2) All confidential files must be in compliance with IDEA, state and federal standards.

➤ **Assistance to be Provided:**

The District will provide the following additional assistance:

In addition to this Plan, I will be available to meet with you until the Plan is reviewed for compliance on (Date). Please contact me if you would like to set up a meeting. Any failure to contact me in three days after receipt of this plan will be interpreted as a clear understanding on your part as to your duties under this Plan. If you need assistance from another teacher in writing appropriate lesson plans, then so inform me, and I will assign another teacher to meet with you and assist you in writing lesson plans. If you need

assistance in staying in compliance with all confidential, then so inform me, and I will arrange assistance for you from another teacher or supervisor.

➤ **Time to Improve:**

You must immediately comply with this plan for improvement and admonishment as specified.

Admonishment: Failure to comply with this Plan for Improvement and Admonishment or any repetition of the unsatisfactory performance or conduct noted above at any time during your employment with the District may result in your dismissal or nonreemployment for willful neglect of duty, repeated negligence in performance of duty or incompetence.

Statement of Unsatisfactory Performance – No 2:

You have repeatedly engaged in the following unacceptable conduct over the (school year) school year:

Disrespectful Attitude: The teacher has a duty to avoid rude and disrespectful attitudes and actions toward parents, coworkers and administrators. Acts such as yelling and showing aggressive or angry behavior.

➤ **Statement of Level of Performance Required:**

Your level of performance must immediately meet the following minimum standards:

As stated in the Staff Ethics form that you read and signed:

- *The maintenance of just and courteous professional relationships with pupils, parents, staff members and others.*
- *The maintenance of their own efficiency and knowledge of developments in their fields of work.*
- *The transaction of all official business with the properly designated authorities of the school system.*
- *The establishment of friendly and intelligent cooperation between the community and the school system.*
- *The representation of the school system on all occasions that the contributions of the school system to the community are recognized.*
- *The placement of the welfare of the children as the first concern of the school system, thus appointments to positions and promotion must be based solely on merit. The use of pressure on school officials for appointment or promotion is unethical.*
- *Restraint from using school contacts and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.*
- *Directing any criticism of other staff members or of any department of the school system toward the improvement of the school system. Such constructive criticism is to be made directly to the particular school administrator who was the administrative responsibility for improving the situation and then to the superintendent if necessary.*
- *The proper use and protection of all school properties, equipment, and materials.*

➤ **Assistance to be Provided:**

The District will provide the following additional assistance:

If you have any questions about what is required of you under your plan for improvement and admonishment, please contact me in writing within three school days of receipt of this Plan.

Time to Improve:

You must immediately comply with this plan for improvement and admonishment as specified.

Statement of Unsatisfactory Performance – No 3:

Classroom Management:

Failed to handle minor classroom management problems. Your failure to handle minor classroom management problems has imposed an unnecessary risks to student safety and welfare in the classroom.

➤ **Statement of Level of Performance Required:**

Maintain and ensure that appropriate strategies are being used in the classroom to assist individual learning styles and provide success to all students with special needs. Maintain and ensure that the classroom schedule provides for structured learning while using a working schedule that promotes a daily routine. Manage the learning space of your classroom to lend to these strategies.

➤ **Assistance to be Provided**

The District will provide the following additional assistance:

If you have any questions about what is required of you under your plan for improvement and admonishment, please contact me in writing within three days of receipt of this Plan.

➤ **Time to Improve:**

You must immediately comply with this plan for improvement and admonishment as specified.

Date of Review: (Date)

If you would like to suggest additions to or propose changes in this Plan for Improvement and Admonishment, please submit those recommendations to me, in writing, within three days of receipt of this Plan of Improvement.

The purpose of this Plan of Improvement and Admonishment is to help you. Therefore, I am prepared to meet with you to discuss your performance at any time. If you need additional assistance from faculty members, please see me and, if possible, we will make the extra arrangements.

It is extremely important that you comply with this Plan for Improvement and Admonishment. As previously stated, failure to do so at any time during your employment with the District may result in your dismissal or nonreemployment.

Signature of Principal/Supervisor

I hereby acknowledge receipt of this Plan for Improvement and Admonishment on (enter date).

Printed Name of Teacher	Signature of Teacher

Ardmore City Schools
Compensation Schedule
With Life Insurance Cost
2015 - 2016

BACHELOR'S DEGREE

Step	Cash Base Salary	7% TRS Contribution	Group Life Including TRS	Total District Compensation	State Minimum	Special Ed 5% Add'l
0	30,318.00	2,282.00	32.90	32,632.90	31,600	1,515.90
1	30,666.75	2,308.25	32.90	33,007.90	31,975	1,533.34
2	31,062.00	2,338.00	32.90	33,432.90	32,350	1,553.10
3	31,434.00	2,366.00	32.90	33,832.90	32,725	1,571.70
4	31,806.00	2,394.00	32.90	34,232.90	33,100	1,590.30
5	32,201.25	2,423.75	32.90	34,657.90	33,500	1,610.06
6	32,596.50	2,453.50	32.90	35,082.90	33,900	1,629.83
7	32,991.75	2,483.25	32.90	35,507.90	34,300	1,649.59
8	33,387.00	2,513.00	32.90	35,932.90	34,700	1,669.35
9	33,782.25	2,542.75	32.90	36,357.90	35,100	1,689.11
10	34,596.00	2,604.00	32.90	37,232.90	35,950	1,729.80
11	35,014.50	2,635.50	32.90	37,682.90	36,375	1,750.73
12	35,433.00	2,667.00	32.90	38,132.90	36,800	1,771.65
13	35,851.50	2,698.50	32.90	38,582.90	37,225	1,792.58
14	36,270.00	2,730.00	32.90	39,032.90	37,650	1,813.50
15	36,688.50	2,761.50	32.90	39,482.90	38,075	1,834.43
16	37,107.00	2,793.00	32.90	39,932.90	38,500	1,855.35
17	37,525.50	2,824.50	32.90	40,382.90	38,925	1,876.28
18	37,944.00	2,856.00	32.90	40,832.90	39,350	1,897.20
19	38,362.50	2,887.50	32.90	41,282.90	39,775	1,918.13
20	38,781.00	2,919.00	32.90	41,732.90	40,200	1,939.05
21	39,199.50	2,950.50	32.90	42,182.90	40,625	1,959.98
22	39,618.00	2,982.00	32.90	42,632.90	41,050	1,980.90
23	40,036.50	3,013.50	32.90	43,082.90	41,475	2,001.83
24	40,455.00	3,045.00	32.90	43,532.90	41,900	2,022.75
25	40,873.50	3,076.50	32.90	43,982.90	42,325	2,043.68
26	41,292.00	3,108.00	32.90	44,432.90	42,325	2,064.60
27	41,710.50	3,139.50	32.90	44,882.90	42,325	2,085.53
28	42,129.00	3,171.00	32.90	45,332.90	42,325	2,106.45
29	42,547.50	3,202.50	32.90	45,782.90	42,325	2,127.38
30	42,966.00	3,234.00	32.90	46,232.90	42,325	2,148.30
31	43,384.50	3,265.50	32.90	46,682.90	42,325	2,169.23
32	43,803.00	3,297.00	32.90	47,132.90	42,325	2,190.15

Ardmore City Schools
Compensation Schedule
With Life Insurance Cost
2015 - 2016

MASTER'S DEGREE

Step	Cash Base Salary	7% TRS Contribution	Group Life Including TRS	Total District Compensation	State Minimum	Special Ed 5% Add'l
0	31,434.00	2,366.00	32.90	33,832.90	32,800	1,571.70
1	31,782.75	2,392.25	32.90	34,207.90	33,175	1,589.14
2	32,178.00	2,422.00	32.90	34,632.90	33,550	1,608.90
3	32,550.00	2,450.00	32.90	35,032.90	33,925	1,627.50
4	32,922.00	2,478.00	32.90	35,432.90	34,300	1,646.10
5	33,317.25	2,507.75	32.90	35,857.90	34,700	1,665.86
6	33,712.50	2,537.50	32.90	36,282.90	35,100	1,685.63
7	34,107.75	2,567.25	32.90	36,707.90	35,500	1,705.39
8	34,503.00	2,597.00	32.90	37,132.90	35,900	1,725.15
9	34,898.25	2,626.75	32.90	37,557.90	36,300	1,744.91
10	36,107.25	2,717.75	32.90	38,857.90	37,575	1,805.36
11	36,525.75	2,749.25	32.90	39,307.90	38,000	1,826.29
12	36,944.25	2,780.75	32.90	39,757.90	38,425	1,847.21
13	37,362.75	2,812.25	32.90	40,207.90	38,850	1,868.14
14	37,781.25	2,843.75	32.90	40,657.90	39,275	1,889.06
15	38,199.75	2,875.25	32.90	41,107.90	39,700	1,909.99
16	38,618.25	2,906.75	32.90	41,557.90	40,125	1,930.91
17	39,036.75	2,938.25	32.90	42,007.90	40,550	1,951.84
18	39,455.25	2,969.75	32.90	42,457.90	40,975	1,972.76
19	39,873.75	3,001.25	32.90	42,907.90	41,400	1,993.69
20	40,292.25	3,032.75	32.90	43,357.90	41,825	2,014.61
21	40,710.75	3,064.25	32.90	43,807.90	42,250	2,035.54
22	41,129.25	3,095.75	32.90	44,257.90	42,675	2,056.46
23	41,547.75	3,127.25	32.90	44,707.90	43,100	2,077.39
24	41,966.25	3,158.75	32.90	45,157.90	43,525	2,098.31
25	42,384.75	3,190.25	32.90	45,607.90	43,950	2,119.24
26	42,803.25	3,221.75	32.90	46,057.90	43,950	2,140.16
27	43,221.75	3,253.25	32.90	46,507.90	43,950	2,161.09
28	43,640.25	3,284.75	32.90	46,957.90	43,950	2,182.01
29	44,058.75	3,316.25	32.90	47,407.90	43,950	2,202.94
30	44,477.25	3,347.75	32.90	47,857.90	43,950	2,223.86
31	44,895.75	3,379.25	32.90	48,307.90	43,950	2,244.79
32	45,314.25	3,410.75	32.90	48,757.90	43,950	2,265.71

Ardmore City Schools
Compensation Schedule
With Life Insurance Cost
2015 - 2016

DOCTORATE DEGREE

Step	Cash Base Salary	7% TRS Contribution	Group Life Including TRS	Total District Compensation	State Minimum	Special Ed 5% Add'l
0	32,550.00	2,450.00	32.90	35,032.90	34,000	1,627.50
1	32,898.75	2,476.25	32.90	35,407.90	34,375	1,644.94
2	33,294.00	2,506.00	32.90	35,832.90	34,750	1,664.70
3	33,666.00	2,534.00	32.90	36,232.90	35,125	1,683.30
4	34,038.00	2,562.00	32.90	36,632.90	35,500	1,701.90
5	34,433.25	2,591.75	32.90	37,057.90	35,900	1,721.66
6	34,828.50	2,621.50	32.90	37,482.90	36,300	1,741.43
7	35,223.75	2,651.25	32.90	37,907.90	36,700	1,761.19
8	35,619.00	2,681.00	32.90	38,332.90	37,100	1,780.95
9	36,014.25	2,710.75	32.90	38,757.90	37,500	1,800.71
10	38,013.75	2,861.25	32.90	40,907.90	39,625	1,900.69
11	38,432.25	2,892.75	32.90	41,357.90	40,050	1,921.61
12	38,850.75	2,924.25	32.90	41,807.90	40,475	1,942.54
13	39,269.25	2,955.75	32.90	42,257.90	40,900	1,963.46
14	39,687.75	2,987.25	32.90	42,707.90	41,325	1,984.39
15	40,106.25	3,018.75	32.90	43,157.90	41,750	2,005.31
16	40,524.75	3,050.25	32.90	43,607.90	42,175	2,026.24
17	40,943.25	3,081.75	32.90	44,057.90	42,600	2,047.16
18	41,361.75	3,113.25	32.90	44,507.90	43,025	2,068.09
19	41,780.25	3,144.75	32.90	44,957.90	43,450	2,089.01
20	42,198.75	3,176.25	32.90	45,407.90	43,875	2,109.94
21	42,617.25	3,207.75	32.90	45,857.90	44,300	2,130.86
22	43,035.75	3,239.25	32.90	46,307.90	44,725	2,151.79
23	43,454.25	3,270.75	32.90	46,757.90	45,150	2,172.71
24	43,872.75	3,302.25	32.90	47,207.90	45,575	2,193.64
25	44,291.25	3,333.75	32.90	47,657.90	46,000	2,214.56
26	44,709.75	3,365.25	32.90	48,107.90	46,000	2,235.49
27	45,128.25	3,396.75	32.90	48,557.90	46,000	2,256.41
28	45,546.75	3,428.25	32.90	49,007.90	46,000	2,277.34
29	45,965.25	3,459.75	32.90	49,457.90	46,000	2,298.26
30	46,383.75	3,491.25	32.90	49,907.90	46,000	2,319.19
31	46,802.25	3,522.75	32.90	50,357.90	46,000	2,340.11
32	47,220.75	3,554.25	32.90	50,807.90	46,000	2,361.04

Ardmore City Schools
Compensation Schedule
With Life Insurance Cost
2015 - 2016

BACHELOR'S DEGREE + National Board Certification

Step	Cash Base Salary	7% TRS Contribution	Group Life Including TRS	Total District Compensation	State Minimum	Special Ed 5% Add'l
0	30,318.00	2,282.00	32.90	32,632.90	32,600	1,515.90
1	30,666.75	2,308.25	32.90	33,007.90	32,975	1,533.34
2	31,062.00	2,338.00	32.90	33,432.90	33,350	1,553.10
3	31,434.00	2,366.00	32.90	33,832.90	33,725	1,571.70
4	31,806.00	2,394.00	32.90	34,232.90	34,100	1,590.30
5	32,201.25	2,423.75	32.90	34,657.90	34,500	1,610.06
6	32,596.50	2,453.50	32.90	35,082.90	34,900	1,629.83
7	32,991.75	2,483.25	32.90	35,507.90	35,300	1,649.59
8	33,387.00	2,513.00	32.90	35,932.90	35,700	1,669.35
9	33,782.25	2,542.75	32.90	36,357.90	36,100	1,689.11
10	34,596.00	2,604.00	32.90	37,232.90	36,950	1,729.80
11	35,014.50	2,635.50	32.90	37,682.90	37,375	1,750.73
12	35,433.00	2,667.00	32.90	38,132.90	37,800	1,771.65
13	35,851.50	2,698.50	32.90	38,582.90	38,225	1,792.58
14	36,270.00	2,730.00	32.90	39,032.90	38,650	1,813.50
15	36,688.50	2,761.50	32.90	39,482.90	39,075	1,834.43
16	37,107.00	2,793.00	32.90	39,932.90	39,500	1,855.35
17	37,525.50	2,824.50	32.90	40,382.90	39,925	1,876.28
18	37,944.00	2,856.00	32.90	40,832.90	40,350	1,897.20
19	38,362.50	2,887.50	32.90	41,282.90	40,775	1,918.13
20	38,781.00	2,919.00	32.90	41,732.90	41,200	1,939.05
21	39,199.50	2,950.50	32.90	42,182.90	41,625	1,959.98
22	39,618.00	2,982.00	32.90	42,632.90	42,050	1,980.90
23	40,036.50	3,013.50	32.90	43,082.90	42,475	2,001.83
24	40,455.00	3,045.00	32.90	43,532.90	42,900	2,022.75
25	40,873.50	3,076.50	32.90	43,982.90	43,325	2,043.68
26	41,292.00	3,108.00	32.90	44,432.90	43,325	2,064.60
27	41,710.50	3,139.50	32.90	44,882.90	43,325	2,085.53
28	42,129.00	3,171.00	32.90	45,332.90	43,325	2,106.45
29	42,547.50	3,202.50	32.90	45,782.90	43,325	2,127.38
30	42,966.00	3,234.00	32.90	46,232.90	43,325	2,148.30
31	43,384.50	3,265.50	32.90	46,682.90	43,325	2,169.23
32	43,803.00	3,297.00	32.90	47,132.90	43,325	2,190.15

Note 1: National Board Certification salary scales are for teachers who applied for and/or received their National Board Certification after June 30, 2013.

Ardmore City Schools
Compensation Schedule
With Life Insurance Cost
2015 - 2016

MASTER'S DEGREE + *National Board Certification*

Step	Cash Base Salary	7% TRS Contribution	Group Life Including TRS	Total District Compensation	State Minimum	Special Ed 5% Add'l
0	31,434.00	2,366.00	32.90	33,832.90	33,800	1,571.70
1	31,782.75	2,392.25	32.90	34,207.90	34,175	1,589.14
2	32,178.00	2,422.00	32.90	34,632.90	34,550	1,608.90
3	32,550.00	2,450.00	32.90	35,032.90	34,925	1,627.50
4	32,922.00	2,478.00	32.90	35,432.90	35,300	1,646.10
5	33,317.25	2,507.75	32.90	35,857.90	35,700	1,665.86
6	33,712.50	2,537.50	32.90	36,282.90	36,100	1,685.63
7	34,107.75	2,567.25	32.90	36,707.90	36,500	1,705.39
8	34,503.00	2,597.00	32.90	37,132.90	36,900	1,725.15
9	34,898.25	2,626.75	32.90	37,557.90	37,300	1,744.91
10	36,107.25	2,717.75	32.90	38,857.90	38,575	1,805.36
11	36,525.75	2,749.25	32.90	39,307.90	39,000	1,826.29
12	36,944.25	2,780.75	32.90	39,757.90	39,425	1,847.21
13	37,362.75	2,812.25	32.90	40,207.90	39,850	1,868.14
14	37,781.25	2,843.75	32.90	40,657.90	40,275	1,889.06
15	38,199.75	2,875.25	32.90	41,107.90	40,700	1,909.99
16	38,618.25	2,906.75	32.90	41,557.90	41,125	1,930.91
17	39,036.75	2,938.25	32.90	42,007.90	41,550	1,951.84
18	39,455.25	2,969.75	32.90	42,457.90	41,975	1,972.76
19	39,873.75	3,001.25	32.90	42,907.90	42,400	1,993.69
20	40,292.25	3,032.75	32.90	43,357.90	42,825	2,014.61
21	40,710.75	3,064.25	32.90	43,807.90	43,250	2,035.54
22	41,129.25	3,095.75	32.90	44,257.90	43,675	2,056.46
23	41,547.75	3,127.25	32.90	44,707.90	44,100	2,077.39
24	41,966.25	3,158.75	32.90	45,157.90	44,525	2,098.31
25	42,384.75	3,190.25	32.90	45,607.90	44,950	2,119.24
26	42,803.25	3,221.75	32.90	46,057.90	44,950	2,140.16
27	43,221.75	3,253.25	32.90	46,507.90	44,950	2,161.09
28	43,640.25	3,284.75	32.90	46,957.90	44,950	2,182.01
29	44,058.75	3,316.25	32.90	47,407.90	44,950	2,202.94
30	44,477.25	3,347.75	32.90	47,857.90	44,950	2,223.86
31	44,895.75	3,379.25	32.90	48,307.90	44,950	2,244.79
32	45,314.25	3,410.75	32.90	48,757.90	44,950	2,265.71

Note 1: National Board Certification salary scales are for teachers who applied for and/or received their National Board Certification after June 30, 2013.

Health Choice High Option Rates Effective 1/1/15

	Premium	FBA	Net Cost
Member	499.42	499.42	0
Member + Spouse	1,175.70	499.42	676.28
Member + Spouse + 1 Child	1,429.26	499.42	929.84
Member + Spouse + 2 or More Children	1,566.70	499.42	1,067.28

Health Choice High Option Rates Effective 1/1/16

	Premium	FBA	Net Cost
Member	526.88	526.88	0
Member + Spouse	1,188.10	526.88	661.22
Member + Spouse + 1 Child	1,455.60	526.88	928.72
Member + Spouse + 2 or More Children	1,600.82	526.88	1,073.94

The above premium amounts do not include dental or vision insurance.

Teachers not choosing to take health insurance will receive a monthly “in lieu of” \$69.71. This amount may be used for other benefits available in the District Cafeteria Plan or may be taken as cash, subject to withholdings.

Ardmore Athletic Stipends			
FY16			
		Assignment	Stipend
HS		Athletic Trainer	7,500
HS	Head	Baseball	4,000
HS	Asst	Baseball #1	3,000
HS	Asst	Baseball #2	3,000
HS	Asst	Baseball - Add'l Assignment	1,167
HS	Head	Basketball-Boys	4,000
HS	Asst	Basketball-Boys #1	3,000
HS	Asst	Basketball-Boys #2 (1 sport only)	2,500
HS	Head	Basketball-Girls	4,000
HS	Asst	Basketball-Girls #1	3,000
HS	Asst	Basketball-Girls #2	3,000
HS	Head	Cheer Sponsor (Certified)	3,000
HS	Head	Cheerleading	4,500
HS	Head	Cross Country	4,000
HS	Asst	Cross Country	3,000
HS	Asst	Football #1	3,000
HS	Asst	Football #2	3,000
HS	Asst	Football #3	3,000
HS	Asst	Football #4	3,000
HS	Asst	Football #5	3,000
HS	Asst	Football #6	3,000
HS	Asst	Football (DC)	4,000
HS	Asst	Football (OC)	4,000
HS	Asst	Football (STC)	4,000
HS	Asst	Football Extra Duties	500
HS	Head	Football-9th Gr	3,000
HS	Head	Football-9th Gr - Extra Duties	500
HS	Asst	Football-Offseason Coordinator (FY16 only)	3,000
HS	Head	Golf-Boys	4,000
HS	Asst	Golf-Boys (Part-time)	1,167
HS	Head	Golf-Girls	4,000
HS	Head	Pom	5,500
HS	Head	Softball	4,000
HS	Asst	Softball #1	3,000
HS	Asst	Softball #2	3,000
HS	Asst	Softball #3 (Part-time)	1,167
HS	Asst	Tennis (B/G)	3,000
HS	Head	Tennis-Boys	4,000
HS	Head	Tennis-Girls	4,000
HS	Head	Track-Boys	4,000
HS	Asst	Track-Boys #1	3,000
HS	Asst	Track-Boys #2	3,000
HS	Head	Track-Girls	4,000
HS	Asst	Track-Girls #1	3,000
HS	Asst	Track-Girls #2 (1 sport only)	2,500
HS	Asst	Track-Shot/Disc only (B&G) <i>(Grandfathered)</i>	4,500
HS	Head	Wrestling (Interim)	4,000
HS	Asst	Wrestling #1 (Part-time)	1,167
HS	Asst	Wrestling #2 (Part-time)	1,167
HS	Asst	Wrestling #3 (1 sport only)	2,500
HS		Fall Sports Supv.	3,000
HS		Spring Sport Supv.	3,000
HS		Winter Sport Supv.	3,000
MS		MS Athletic Coordinator	1,500
MS	Head	Baseball	1,833
MS	Asst	Baseball	1,833
MS	Head	Basketball-7th Boys	1,833
MS	Head	Basketball-7th Girls	1,833

Ardmore Athletic Stipends			
FY16			
MS	Head	Basketball-8th Boys	1,833
MS	Head	Basketball-8th Girls	1,833
MS	Head	Cheer / Pom	3,600
MS	Head	Cross Country	1,833
MS	Asst	Cross Country	1,833
MS	Head	Football	1,833
MS	Asst	Football #1	1,833
MS	Asst	Football #2	1,833
MS	Asst	Football #3	1,833
MS	Asst	Football #4	1,833
MS	Asst	Football #5	1,833
MS	Head	Football - Extra Duties	833
MS	Head	Golf	1,833
MS	Asst	Golf	1,833
MS	Head	Softball	1,833
MS	Asst	Softball	1,833
MS	Head	Tennis-Boys	1,833
MS	Asst	Tennis-Boys	1,833
MS	Head	Tennis-Girls	1,833
MS	Asst	Tennis-Girls	1,833
MS	Head	Track-Boys	1,833
MS	Asst	Track-Boys #1	1,833
MS	Asst	Track (B/G) #2 - Throwers Only	1,833
MS	Head	Track-Girls	1,833
MS	Asst	Track-Girls #1	1,833
MS	Asst	Track-Girls #2	1,833
MS	Head	Wrestling	1,833
MS	Asst	Wrestling #1	1,833
MS	Asst	Wrestling #2	1,833
HS	Head	Summer Baseball	1,500
HS	Asst	Summer Baseball	500
HS	Head	Summer Basketball-Boys	1,500
HS	Asst	Summer Basketball-Boys	500
HS	Head	Summer Basketball-Girls	1,500
HS	Asst	Summer Basketball-Girls	500
HS	Asst	Summer Cross Country	1,000
HS	Head	Summer Softball	1,500
HS	Asst	Summer Softball	500
HS	Head	Summer Tennis	1,000
HS	Head	Summer Wrestling	1,000
HS		Summer mowing - Baseball field (Fall)	600
HS		Summer mowing - Baseball field (Spring)	600
HS		Summer mowing - Softball field (Fall)	600
HS		Summer mowing - Softball field (Spring)	600

Ardmore City Schools	
Extra-Duty Contract Schedule for 2015 - 2016	
Sponsors, Directors, & Other Positions	
Sponsors, Directors, & Other	FY13 - 16 Stipend Range
Head Band Director – AHS	8,000 – 13,000
Assistant Band Director - AHS	2,500 – 4,000
Assistant Band Director – AHS	2,500 – 4,000
Band Director - AMS	2,500 – 4,000
Jazz Band AHS	650 - 3,500
Strings Instructor – AHS (AMS)	2,500 – 4,000
Vocal Music Director – AHS	2,500 – 4,000
Vocal Music Director – AMS	1,500 – 2,500
Musical – AHS (1-time stipend for a musical production)	1,000 – 1,500
Show Choir – AHS	1,000 – 1,500
Senior Class Sponsor – AHS (2)	650 – 1000
Senior Class Sponsor – AHS (2)	650 – 1000
Junior Class Sponsor – AHS (2)	650 – 1000
Junior Class Sponsor – AHS (2)	650 – 1000
Sophomore Class Sponsor – AHS (2)	400 – 600
Sophomore Class Sponsor – AHS (2)	400 – 600
Freshman Class Sponsor – AHS (2)	400 – 600
Freshman Class Sponsor – AHS (2)	400 – 600
Club Sponsors – AHS (Art Club)	500 – 700
Club Sponsors – AHS (FHA Club)	500 – 700
Club Sponsors – AHS (Science Club)	500 – 700
Club Sponsors – AHS (International Club)	500 – 700
Club Sponsors – AHS (International Club)	500 – 700
Student Council Sponsor – AHS	1,200 – 1,700
Student Council Sponsor – AMS	900 – 1,300
Speech/Drama – AHS	2,500 – 4,000
Speech/Drama – AMS	1,500 – 2,500
Yearbook – AHS	1,000 – 1,500
Newspaper – AHS	500 – 750
Newspaper – AHS	500 – 750
Yearbook – AMS	600 – 900
Newspaper – AMS	600 – 850
State & National Honor Society – AHS	650 – 1,000
State & National Honor Society – AMS	650 – 1,000
Academic Bowl – AHS	1,200 – 1,800
Assistant Academic Bowl Coach – AHS	600 – 900
Environmental Camp Director – 6th Grade	500 – 1,000
Environmental Camp Director – 6th Grade	500 – 1,000
Special Olympics Coordinator – District	500 – 750
Academic Clubs (1 at each Grade 1-5 site, Up to 3 at AMS)	400 – 600
Academic Clubs (1 at each Grade 1-5 site, Up to 3 at AMS)	500 – 800
Lead Teachers:	500 – 800
AMS Lead Teacher - Language Arts	500 – 800
AMS Lead Teacher - Science	500 – 800
AMS Lead Teacher - Math	500 – 800
AMS Lead Teacher - Social Studies	500 – 800
Saturday School/After School Tutoring– AMS	2,000
Elementary Music Teacher - CE (Head)	400 - 1,000
Elementary Music Teachers - CE (Asst.)	400 - 800
Elementary Music Teachers - JEFF (Asst.)	400 - 800
Elementary Music Teachers - LINC (Asst.)	400 - 800
District Fine Arts Coordinator	1,000 – 1,500

Sponsors, Directors, & Other	FY13 - 16 Stipend Range
AHS Department Chairs:	
Fine Arts	1,000 – 1,300
Foreign Language	1,000 – 1,300
Business	1,000 – 1,300
Math	1,000 – 1,300
Science	1,000 – 1,300
English	1,000 – 1,300
Social Studies	1,000 – 1,300
Nursing	1,000 – 1,300
Speech/Drama	1,000 – 1,300
Special Ed Coordinators:	
AHS (if no additional planning time)	1,000 – 1,300
AMS (if no additional planning time)	1,000 – 1,300
Technology Mentors:	
2 technology mentors per site	1,500 each
3 technology mentors per site	1,000 each

Ardmore City Schools
Sick Leave Bank/Sick Leave Sharing Form

Name: _____ Campus: _____

See Section VI, Article VI Sick Leave Bank and Article VII Shared Sick Leave for the criteria for donating and requesting use of these two leaves.

Please check one of the following and complete the number of days:

- | | |
|---|----------------------|
| ___ I wish to <u>donate</u> leave to the Sick Leave Bank. | One (1) Day Only |
| ___ I wish to <u>use</u> leave from the Sick Leave Bank. | Number of Days _____ |
| ___ I wish to <u>donate</u> for Shared Sick Leave. | Number of Days _____ |
| ___ I wish to <u>use</u> Shared Sick Leave. | Number of Days _____ |

If you wish to donate sick leave for sick leave sharing, for whom are you donating?

If you are requesting leave from the sick leave bank or from sick leave sharing, please write a short summary of the reason(s).

Signature _____

Date: _____

Return Original to the Office of Human Resources

Grievance Form

Within ten (10) days from the time you become aware of the condition for the grievance

Name of Grievant: _____

Date Filed: _____

Level I	Level II	Level III	Level IV	Level V
Informal Discussion with principal or supervisor	Written Grievance submitted to principal or supervisor	AEA Grievance Committee Review (Certified Staff Member may choose to bypass this level and proceed to Level IV)	Superintendent Review	Board Review

A. Date aware of alleged grievance: _____

B. Contract Article(s), Board Policy, or Administrative Procedure(s) alleged to have been violated, misinterpreted or misapplied.

C. Statement of grievance:

D. Relieve sought:

Signature: _____

Date: _____

Appropriate administrator will arrange a meeting within days required by policy and provide a written response to the grievance within 5 days of the meeting.

E. Disposition of Administrator:

Signature: _____ Date: _____

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-
- Note 1: If the grievant is not satisfied with the disposition of the grievance at the level filed, he/she may appeal to the next level. Such appeal must be done within five (5) days of the receipt of the written response.
- Note 2: If the grievance is appealed to the next level, the grievant shall attach a copy of the previous level's form(s) as well as the written response(s).
- Note 3: If additional space is needed in reporting of any step, please attach an additional sheet(s) and note the attachment on the appropriate section.

Standards of Performance & Conduct for Teachers

Approved by the State Board of Education, March 1992

Professional Services Division

(70 O.S, Supp. 1990 § 6-101.21 and 101.22)

PRINCIPLE I - COMMITMENT TO THE STUDENTS

Oklahoma Administrative Code (OAC) 210:20-29-3 – Effective June 25, 1993

The teacher must strive to help each student realize his or her potential as a worthy and effective member of society. The teacher must work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the teacher:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning,
2. Shall not unreasonably deny the student access to varying points of view,
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress,
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety,
5. Shall not intentionally expose the student to embarrassment or disparagement,
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social, or cultural background, or sexual orientation, unfairly
 - a. Exclude any student from participation in any program;
 - b. Deny benefits to any students; or
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage,
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by law or is required by law.

PRINCIPLE II - COMMITMENT TO THE PROFESSION

Oklahoma Administrative Code (OAC) 210:20-29-4 – Effective June 25, 1993

The teaching profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In order to assure that the quality of the services of the teaching profession meets the expectations of the State and its citizens, the teacher shall exert every effort to raise professional standards, fulfill professional responsibilities with honor and integrity, promote a climate that encourages the exercise of professional judgment, achieve conditions which attract persons worthy of the trust to careers in education, and assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not, in an application for a professional position, deliberately make a false statement or fail to disclose a material fact related to competency and qualifications;
2. Shall not misrepresent his/her professional qualifications;
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute;

4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position;
5. Shall not assist an unqualified person in the unauthorized practice of the profession;
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law;
7. Shall not knowingly make false or malicious statements about a colleague; and
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

PRINCIPLE III - Title 70, Oklahoma Statute, Section 6-101.22

Subject to the provisions of the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:

1. *Willful neglect of duty;*
2. *Repeated negligence in performance of duty;*
3. *Mental or physical abuse to a child;*
4. *Incompetency;*
5. *Instructional ineffectiveness;*
6. *Unsatisfactory teaching performance; or*
7. *Commission of an act of moral turpitude.*
8. *Abandonment of contract.*

Subject to the provisions of the Teacher Due Process Act, a probationary teacher may be dismissed or not reemployed for cause.

A teacher shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued, if during the term of employment the teacher is convicted in this state, the United States, or another state of:

1. *Any sex offense subject to the Sex Offender Registration Act in this state or subject to another state's or the federal sex offender registration provisions; or*
2. *Any felony offense.*

A teacher may be dismissed, refused employment or not reemployed after a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties. As used in this subsection:

1. *"Criminal sexual activity" means the commission of an act as defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and*
2. *"Sexual misconduct" means the soliciting or imposing of criminal sexual activity.*

As used in this Section, "abandonment of contract" means the failure of a teacher to report at the beginning of the contract term or otherwise perform the duties of a contract of employment when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the contract of employment.

Board Policy Ardmore City Schools	SECTION: General Information – All Personnel	DA-AH
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Personnel Dress Code

The dress and grooming of district employees shall be professional, clean, neat, and in a manner appropriate for their assignment. The campus principal or director will be the authority in all decisions regarding the grooming and dress code. Any provisions not covered in the code, any interpretations of the code, or any exception to the code will be the responsibility of the campus administrator or director. Certified and non-certified staff may not wear overly casual attire. A professional appearance is required. Clothing (including shirts, pants, or skirts) should be coordinated as part of a professional looking ensemble.

Professional Dress Requirements

- See-through clothing, including lace and crochet blouses, shirts, skirts, and bare midriffs, is not considered professional dress unless worn over, or layered over, other appropriate clothing.
- Exposed bare shoulders and décolletage are not considered appropriate for professional dress. Plunging necklines, backless tops, cropped tops, spaghetti-strap dresses, tank tops or halter-tops are not appropriate as school attire.
- To be considered professional dress, large legged dress shorts, skorts, culottes, dresses, and skirts cannot be higher than 3" above the knee.
- Shirts with inappropriate, questionable, or distracting non-school logos are not considered professional dress.
- Tight-fitting or body-contouring clothing is not considered professional dress; this includes, but is not limited to, layered t-shirts and clothing made mostly of spandex.
- Undergarments worn as outerwear clothing is not considered professional dress; this includes, but not limited to, fitted t-shirts, spandex tank tops, and tights or leggings.
- Casual sweatshirts, sweatpants, exercise/yoga pants, spandex, or other form-fitting pants that would be worn for exercising or biking, are not considered professional dress. However, either leggings or tights may be worn under clothing, but not used as a form of pants unless when worn with a top or dress which must meet the no higher than 3" above the knee requirement.
- Beach-style flip-flops and slippers are not acceptable forms of footwear.
- Colored denim dress pants may be worn. However, blue jeans may not be worn except on designated days such as teacher work days, on field trips when appropriate, Spirit Day, and other days designated by the site principal or district. Jeans worn on these days must be neat and free of holes. Professional dress is required on Professional Development days.
- Coaches and PE teachers may wear clothing such as wind suits, warm-ups, and athletic shorts during coaching duties and PE class periods. Professional dress is required during regular classroom instruction,

Spirit Day Dress Requirements

“Spirit Day” is designed to promote pride among students and staff at Ardmore City Schools and should not be interpreted as a casual dress day. Spirit Day is celebrated every Friday, unless school is out, in which case Spirit Day is celebrated on the last student attendance school day of the week.

Spirit Day attire includes:

- Denim jeans which are clean, neat, and free of holes.
- Shirts that exemplify school spirit by either school colors or logo or which have school-related symbols (apples, ABCs, etc.) which are interpreted to represent school spirit.

Appendix - H

Board Policy	SECTION: Public Information Program	GB-F
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Social Media

Many social networking websites are not accessible on the district’s network because they have been blocked. If school personnel, including teachers, would like to request that a website be made accessible to use for teaching and learning, that person shall submit a written request to the Director of Technology for review, identifying the online tools to be used and the instructional purpose in using them.

While on school property, neither school personnel nor students may use an outside, proprietary network to access websites that are blocked on the district’s network. Personnel shall abide by the following requirements regarding use of social networking websites, even when done in their personal time, using personal property.

The Superintendent and the School Principals will annually remind staff members and orient new staff members concerning the importance of maintaining proper decorum in the on-line, digital world as well as in person. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. The orientation and reminders will give special emphasis to the following prohibited behaviors:

1. Improper fraternization with students using Facebook and similar internet sites or social networks, or via cell phone, texting or telephone.
 - A. Teachers may not list current students as “friends” on networking sites.
 - B. All e-contacts with students should be through the district’s computer and telephone system.
 - C. All contacts and messages by coaches with team members shall be sent to all team members, except messages involving medical or academic privacy matters, in which case the messages will be copied to the athletic director and the school principal.
 - D. Teachers will not give out their private cell phone or home phone numbers to students without prior written approval of the district and the parent of the minor student.
 - E. Improper private contact via e-mail or phone is prohibited.
2. Inappropriateness of posting items with sexual content.
3. Inappropriateness of posting items exhibiting or advocating use of drugs or alcohol.
4. Monitoring and penalties for improper use of district computers and technology.

Board Policy	SECTION: Public Information Program	GB-F
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- Employees may not post to their personal social media accounts pictures, video, or audio of students unless the student’s parent (if the student is under 18) or the student (if the student is 18 or over) has provided the student’s building administrator with written permission to do so.

Note that when using a school district e-mail address and/or equipment to participate in any social media or professional social networking activity, the communications are public, and employees are responsible for the content in the communication.

Text and Instant Messaging

District personnel shall not text or instant message any student individually without prior written consent from the parent/legal guardian, or student if 18 years of age. [Board Policy DA-AO-A]. All text and instant messages to students shall be sent to the school, class, team, club or organization. Staff shall not send messages that are personal in nature and not related to the business of the school or that contain confidential information to persons not authorized to receive that information.

Use of Social Media

The Superintendent shall designate those staff persons who have management or administrator access to the district’s social media, including, but not limited to the ability to remove content from the school’s social media if determined to be inappropriate. Only content that is allowable on the school’s website is allowable on the school’s social media pages unless otherwise authorized by the Superintendent.

District Facebook Page

Ardmore City Schools has an official Facebook page to promote district activities/achievements and provide information to our students, staff and community. It is the only page authorized to represent Ardmore City Schools, its clubs, organizations and all extracurricular activities, including sports. All postings of comments on this page are at the discretion of the page administrators. The intent is not to keep any negative or critical information from being posted, but to protect the privacy and rights of Ardmore City Schools’ staff and students. Naming specific employees or students in a negative way will not be allowed. The page administrators will review all comments to make sure they are appropriate and are in accordance with the district’s Internet usage policy.

When submitting information for district consideration:

- Keep your information short and precise.
- If submitting photos, they should be photos of good quality.
- Sender should also ensure that any student that is captured in a photo has an approved media release prior to submitting the photos for consideration.

Closed Group Facebook Pages

Classroom teachers may apply with their principal to have a closed group private classroom page on Facebook. If approved, the classroom page would only be in effect for the current school year. At the conclusion of the school year, the classroom teacher would need to delete their page. This would require the teacher to reapply each year as they receive new students.

Board Policy	SECTION: Public Information Program	GB-F
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The process for the classroom teacher is as follows:

1. Complete a Private Classroom Page application and submit to your principal.
2. If approved, the classroom teacher would move forward with the Parent Facebook Permission Form.
3. Facebook page must be a private page closed to all except those who have authorized permission.
4. Must have written permission from the parent of each student communicated with on the private Facebook page.
5. Each parent must complete and fully understand the Facebook permission form.
6. The principal is responsible for monitoring the private classroom page.
7. At the conclusion of the school year, the page is to be deleted.

Penalties

Both district personnel and students face the possibility of penalties, including student suspension and employee termination, for failing to abide by district policies when accessing and using social media.

Cross Reference:

- Board Policy DA-AO-A [Staff-Student Communications]
- Administrative Procedure DA-AO-A.1 [Parent/Guardian Notification and Permission Form]

Classroom Teacher Application for Private Classroom Facebook Page

Classroom Teacher's Name & School	Signature of Classroom Teacher

I would like permission to create a classroom Facebook page for the current school year. This would be a private group page and the only people with access would be my current year's students, their parents/guardians, grandparents and my principal. At the end of the school year, I understand that the page must be deactivated. I also understand this approval would be for the current school year only and that I must reapply annually. Anyone using negative, aggressive, or inappropriate language will be banned from the group immediately.

My classroom Facebook page would consist of: _____

_____.

Principal Review

_____ Approved _____ Denied

Principal Signature

Date

End of the Year Follow-up

The classroom Facebook page was deactivated on: _____

Teacher Signature

Parent/Guardian Classroom Facebook Permission Form

Your classroom teacher [_____] has been given permission to create a private, closed-group Facebook page for his/her classroom for this school year. The page would be available only to the students, their parents/guardians and grandparents. Anyone using negative, aggressive, or inappropriate language will be banned from the group immediately. At the end of the school year, the page will be deactivated.

This Facebook page would consist of:

Parent | Guardian Review

I do not want to participate in the classroom Facebook page

I do want to participate in the private closed group Facebook page. Please provide the name and association type for consideration:

Name	Student, Parent, Guardian or Grandparent

Return this completed form to your classroom teacher

Reminder: Your child must also have an approved media release on file in the school office to participate.