

**2015-2016
NEGOTIATED
AGREEMENT**

Between:

Association of Duncan Educators

And

**The Duncan Public Schools
Board of Education**

SECTION I - GENERAL CONTRACT

Article I - Duration of Agreement

1.1 Upon ratification by the Board and by the Association, this Agreement will become effective. This Agreement will be effective for a period of one (1) fiscal year and will be renewed automatically, without modification, unless changed through the negotiation process.

Article II - Procedural Agreement

2.1 The Procedural Agreement for Negotiations between the Duncan Board of Education and the Association of Duncan Educators, agreed upon and effective August 3, 1994, will be attached to this Agreement for information purposes only (See Appendix A).

Article III - Definitions

3.1 The following definitions will apply throughout this Agreement:

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

Agreement - This contract duly negotiated in accordance with the Procedural Agreement

Association -- The Association of Duncan Educators

Association President -- The elected president of the Association of Duncan Educators

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

Board Policy -- A course of action adopted by the Board

Career Teacher -- A duly certified teacher who has completed three (3) or more, consecutive, complete years of teaching service in Independent School District No I-1, Stephens County, Oklahoma, under a written teaching contract, as provided by law

District -- The Duncan Public Schools, District No. I-1 of Stephens County, Oklahoma

Immediate family -- The spouse, father, stepfather, mother, stepmother, child, step-child, grandchild, step-grandchild, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or grandparent(s), step-grandparent(s) 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 -- A duly certified teacher who has completed less than three (3) consecutive, complete school years of teaching service in Independent School District No. I-1, Stephens 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 contracted certified employment in the District. The beginning date will be the first official day of school or the first day of employment thereafter

Superintendent -- The chief administrative officer of the District

Teacher -- Any certified, probationary, and/or licensed personnel currently employed by the Duncan Public School District, or employed by the Duncan

Public School District during the duration of this Agreement, excluding only administrative or supervisory personnel

Article IV - Maintenance of Standards

4.1 The elements in this contract represent the full and complete standards negotiated in accordance with the Procedural Agreement. The Board agrees that no element of this contract will be changed except through the negotiation process.

Article V - Savings Clause

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

Article VI - Contract Reference

6.1 This Agreement and Appendices will 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 All teachers will be hired under the appropriate contract required for the position.

6.3 Temporary contracts may be used when necessary to protect the financial stability of the district.

6.3.1 Any teacher employed under a Temporary contract will sign a statement verifying his/her awareness of the contract type at the time of the job offer.

6.3.2 a copy of the signed verification form will be given to the teacher and a copy will be placed in the teacher's personnel file.

6.4 Every effort will be made to provide individual contracts to teachers no later than thirty (30) days after ratification of the negotiated agreement.

Article VII - Worth and Dignity Clause

7.1 The Board and the Association agree that professional responsibility and respect will be recognized in all relations between teachers and administrators.

SECTION II - WORKING CONDITIONS

Article I - Non-discrimination

1.1 In compliance with Title IX and state regulations regarding Non-Discrimination, the Duncan Public Schools will not discriminate against employees on the basis of race, color, national origin, sex, qualified disability, veteran status, age, or membership in the local, Oklahoma, or National Education Associations.

Article II - Date of Election of School Personnel

2.1 Normally, the principals will recommend the teachers through the Superintendent at the regular Board meeting in March.

2.2 Teachers will be notified of their employment status for the ensuing year by **June 1st**.

Article III - Teacher's Personnel Record

3.1 Each teacher must be properly certified, with Teaching Certificates, Transcripts, Teacher Contract, and other required data sheets on file in the Superintendent's Office before any salary can be paid.

3.2 Hearsay, false or unverified material will be removed from the teacher's file.

3.3 The teacher will be notified when any additional material is placed in the teacher's file(s).

3.4 A teacher will be furnished a copy of any material in the personnel file upon request.

3.5 Any derogatory or reprimand material in a personnel file more than three (3) years of age will be removed from the file at the teacher's request.

3.6 The evaluation file is accessible to the teacher, the Board of Education, the evaluator, administrative staff to which the teacher applies for employment, and only those others designated by the teacher.

3.7 The District will keep a log indicating the persons who examine a personnel 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 Association representative.

3.8 Breach of confidentiality of protected material by any party privy to the information in any personnel record without the expressed consent of the teacher is prohibited.

Article IV - Contract Year

4.1 The negotiated contract period for regularly employed personnel employed for the regular school year is 181 days. Any extension of the contract year will be addressed in Section V: Compensation, Article 1.2.

4.2 **House Bill 2299 becomes effective July 2, 2010 and amends the law regarding use of temporary contracts for teachers. The amendment allows school districts to employ a teacher for four semesters rather than three semesters on a temporary contract and deletes the provision regarding use of temporary contracts for resident teachers.**

Article V -Teacher Workday

5.1 Unless assigned duties require otherwise, the official workday of all classroom teachers will begin fifteen minutes prior to the beginning of the students' class day and will end fifteen minutes after the students' class day. "Instructional Day" will be defined as the time when the first assembly bell rings in the morning until the last dismissal bell rings in the afternoon.

5.2 The Board agrees to comply with all State Board rules, regulations and deregulation exceptions regarding class size and daily/yearly student load. The Board's expressed goal is toward optimum class size. Class loads between elementary sites and classes on the secondary level will be equalized where possible.

5.3 Meetings and/or conferences required by the administration may extend beyond the teacher workday. At the beginning of the school year, each building administrator will allow input from the teachers in establishing a meeting schedule. Normally such meetings will not be called on Fridays, on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school. Normally, no more than one meeting per week will be held. Teacher's meetings will be kept as short as possible to conduct the business at hand.

5.4 Normally notification of all meetings and the agenda for the same will be given to the teachers involved at least two (2) days prior to the meeting. Teachers may suggest additions to the agenda.

Article VI - Teaching Assignments

6.1 Each classroom teacher will be notified of the ensuing school year's tentative teaching assignment(s) no later than the last day of May.

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

- A. consulted within ten (10) weekdays of the initial decision of assignment alteration,
- B. given the Teacher's Edition of the principal textbook(s) if one exists,
- C. given the opportunity to discuss the proposed reassignment.

6.3 Any teacher affected by a change in assignment will have the option of writing a personal disclaimer regarding the new assignment and to add such comment to his or her personnel file.

6.4 Teacher input will be allowed prior to any change in teaching assignment. At the secondary level, this input will also include the head(s) of the department(s) in which changes are being considered. It will be the responsibility of the teacher and/or the department head(s) to provide the written input to the principal within five (5) working days of being notified of the change in teaching assignment.

6.5 "Reassignments of teachers will be made giving consideration to, but not limited to, the following criteria; years of service, certification, job description and evaluations.

Article VII - Transfer of Personnel

7.1 The movement of a teacher to a different assignment, grade level, subject area, or building will be considered a transfer. When a vacancy occurs within a specific site and a teacher wishes to transfer within the building they currently teach, the original position is not considered a vacancy and therefore, posting is not required. When a vacancy occurs within a specific site and no teachers within the building wish to transfer, the original position is considered a vacancy and therefore requires posting.

7.2 Teachers will not be transferred to another position or school site without consultation. Consultation does not necessarily mean agreement.

7.3. Voluntary transfers

7.3.1. All vacancies (based on criteria in 7.1) which occur during the school year and for the following school year will be posted on the school website, DTV-10, all principals' offices, teacher bulletin boards and Duncan Public Schools Central Office. The listing of said vacancies will contain the date of posting and will be posted for not less than *five* (5) business days prior to the vacancies (based on criteria 7.1) being filled.

7.3.1.A For job posting purposes, during the month of June the job postings will be required to be posted for *three* (3) business days and during the months of July and August the job postings will be required to be posted for *two* (2) business days.

All certified positions/vacancies will be electronically (via email) posted in addition to the traditional job posting procedure.

In May, certified personnel may submit a letter of intent for a voluntary transfer to another school within the Duncan School District. This letter of intent may be addressed to the principal of the site in which they wish to transfer, principal of the site in which they are leaving or the assistant superintendent in charge of elementary or secondary (whichever one applies).

7.3.2 During the months of June, July, and August, the vacancies will be posted on the school website, D-TV, and will be sent to the Association and to any teacher who so requests and provides a stamped, self-addressed envelope.

7.3.3 The vacancy list will include:

- A. Position title and job description
- B. Building location
- C. Status, e.g., permanent, temporary, part time or itinerant
- D. Desired qualifications
- E. Person to contact for further information

7.3.4 Teachers who desire transfer may file a written statement of such desire with the superintendent indicating his/her preference of assignment(s) or application for a specific vacancy.

7.3.5 Teachers under contract in the district will be given consideration prior to those not under contract in the district.

7.3.6 If a teacher's request for transfer has been denied, the teacher will be informed of the reason(s) for denial of the request within five (5) working days of the filling of the vacancy. A request will remain active until such time it is removed by the teacher.

7.4 Involuntary Transfers

7.4.1 An involuntary transfer or reassignment will be made only in the best interest of the school system. Seniority will be considered in determining the person transferred.

7.4.2 Voluntary transfers will be sought prior to involuntary transfers.

7.4.3 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 or designee at which time the teacher will be given reasons for such transfer *unless a Reduction In Force has been declared, or is immanent.*

7.4.4 Notice of involuntary transfer will be given in writing to the teacher as soon as possible and will include the building to which the teacher is to be reassigned, grade level, and/or subject matter to be taught. The teacher will also be given the Teacher's Edition(s) to the principal textbook(s) if one exists.

7.4.5 A list of open positions in the district will be made available to all teachers being involuntarily transferred. Such teachers may request the positions, in order of preference, to which they desire to be transferred. Teachers being involuntarily transferred will be given consideration prior to assigning a voluntary transfer.

7.4.5 "When teachers are required to move to a different classroom and/or building site, the district, whenever possible, will assist such teacher in making the required move."

7.4.6 If a certified person wishes to apply for another position within the district, they must inform their immediate supervisor before formal communication of interest in the position.

7.4.7 If a certified person wishes to apply for another position within the district, they must inform their immediate supervisor before formal communication of interest in the position.

Article VIII - Preparation Time

8.1 Teachers will be provided an opportunity to submit input to the principal regarding preparation time at each site. At the beginning of the school year, a committee of teachers will meet with the principal to examine schedules and to suggest ways to improve preparation time.

8.2 All secondary level teachers in grades seven (7) through twelve (12) will have a scheduled preparation time of at least the length of one regular class period each day.

8.3 Every effort will be made to give all elementary level teachers in grades Pre-Kindergarten (PK) through grade five (5) a scheduled preparation time of at least thirty (30) consecutive minutes each school day. Each elementary teacher will receive a minimum of two hundred and sixty (260) minutes preparation time each five-day school week. Preparation time will not be scheduled before or after the student school day, or during lunch.

8.4 Teachers will not be required to use their planning time or lunchtime to cover another teacher's class unless it is absolutely necessary. Any teacher required to use such time more than three times a semester/term will be compensated (See COMPENSATION, Article 2.3).

Article IX - Teaching Facilities

9.1 The Board of Education will strive to maintain healthy and safe conditions at each school site in compliance with applicable statutes and/or regulations. When unsafe conditions occur, the teacher will report the situation to the administration for correction.

9.2 The Board will strive to provide adequate teaching facilities, including, but not limited to, clean and sanitary rest rooms and teacher work/lounge areas in each school building. Teachers will have access to a private telephone in each teacher's lounge/work area.

9.3 Persons desiring to visit a classroom must request such visits with the building administrator. The administrator will consult with the teacher prior to allowing any visit.

Article X - Absence of Personnel

10.1 Teachers will be allowed to leave campus at lunch when not directly supervising students. Upon approval of principal or designee, teachers may leave campus at other times when not directly supervising students.

Article XI - Staff Development

11.1 A majority of the members of the staff development committee will be classroom teachers. The teacher members will be nominated by *their teaching site and approved by ADE* and the Board. The members of the staff development committee will choose the chairperson.

11.2 The chairperson of the staff development committee will be compensated according to Appendix E: Extra-Duty Compensation Schedule.

Article XII - Parent-Teacher Conferences

12.1 The Board will agree to set aside days for Parent-Teacher Conferences for teachers employed at the elementary levels of kindergarten through twelfth grade, inclusive. Teachers will be allowed the opportunity to provide input regarding the

scheduling of parent-teacher conference times at each site. Parent-teacher conferences will normally occur one day the first week of the second and fourth nine weeks' grading periods. The conference day may be adjusted to accommodate parent work schedules. Comp time will be provided to teachers for any work in excess of the normal workday.

Article XIII - Keys

13.1 Keys are provided for teachers during the school year by the site administrator(s) or designee as needed. Teachers may request keys in order to work during the summer.

Article XIV - Grading of Students

14.1 Normally only the teacher responsible for determining and recording the grade for any student may revise that grade.

14.2 If an administrator changes the grade, he/she will initial the change. If the teacher disagrees with the action to change the grade, he/she may do so in writing.

14.3 Teachers will be consulted prior to principals or counselors accessing a teacher's grade book. If the teacher is on leave, (he/she) will be notified immediately on return to school, access will be logged and initialed by the administrator or counselor.

Article XV - Discipline

15.1 On the first day of each work year each teacher will be provided with updated copies 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 be included in the teachers' policy book or handbook.

15.2 If a student is behaving in a manner that is interfering with the teaching or learning process, the teacher will refer the student to the principal or designee. If the principal or designee determines that the student is to be removed from the class, every attempt will be made to conduct a conference between the teacher, parent, principal/designee, and counselor (if appropriate) prior to returning the student to the classroom.

15.3 "In conjunction with Senate Bill 1533, disciplinary records received on incoming students will be made available upon request to teachers who have those students in class. Teachers will be notified when the records are available".

Article XVI - Transfer of Students

16.1 No transfer of any student will be made from one teacher to another unless recommended by the principal.

16.2 Students will not be transferred within a grading period without consultation with the teachers concerned.

Article XVII - Homebound Teachers

17.1 All teachers will be eligible for voluntary homebound teaching assignments.

17.2 Preference may be given to teachers currently teaching advanced academic subjects in which the homebound student is enrolled.

17.3 Typically all homebound teaching assignments will be conducted after regular school day business has concluded.

17.4. Homebound teachers will be reimbursed according to State Department policy for hours taught and mileage. (See COMPENSATION, Article VI).

Article XVIII - Computer Network Use

18.1 Teachers are authorized to deny, revoke, or suspend specific user access in order to ensure proper usage of these networks.

18.2 Teachers are not responsible for the accuracy or quality of information obtained.

Article XIX - Lesson Plans

19.1 The District and the Association recognize the importance of carefully prepared lesson plans to insure the guidance of the instructional process. Teachers will work with their respective site administrator(s) in establishing and implementing procedure for lesson plans.

Article XX – Duty-free Lunch

20.1 The Board agrees to make every effort to provide each teacher with at least thirty (30) minutes duty-free lunchtime at each site.

20.2 Teachers will be given an opportunity to submit input to the principal regarding duty-free lunch at each site. At the beginning of the school year, a representative committee of teachers will meet with the principal to examine schedules and to suggest ways to implement duty-free lunch.

Article XXI – Working with Children with Special Needs

21.1 An appropriate learning environment is essential to the needs of all children. In the event a teacher recognizes the possibility that a student may need special attention not available in the regular classroom, the teacher will consult with the designated administrator regarding the potential need of additional services to the student. The administrator will examine the situation and determine the appropriate action to be taken. All such determinations will be in compliance with local board policy, state and federal statutes, rules and regulations

Article XXII – Traveling Teachers

22.1 Traveling teachers will be provided sufficient time to travel between assignments. Every effort will be made not to use planning time or lunchtime for such travel. The principals at the respective sites will work with the teachers to establish the traveling teacher's schedule. Traveling teachers will be assigned a home school site where the teacher will attend regular faculty meetings and serve duty. The traveling teacher may be required from time to time, whenever necessary, to attend meetings or serve duty at one of the teacher's non-home school sites.

Article XXIII – Class Size

23.1 The Board's expressed goal is toward optimum class size. Class loads between elementary sites and classes on the secondary level will be equalized where possible.

Article XXIV – Certified Teachers Driving Activity Buses

24.1 Certified teachers who are required to drive an activity bus to an event will be paid as follows: 1 hour or less - \$9; Over 1 hour to three hours - \$18; Over 3 hours - \$30. The determination of time spent driving will begin at the time of the trip occurring outside the teacher's regular contracted workday. The pay is for the driving of buses only.

Article XXV – Parent Communication

25.1 Parent communication is one of the cornerstone tenets of an effective school. To better facilitate these connections, teachers and school staff will return parent contacts made with the school within one working day upon the teacher receiving the message. Messages received on Friday could reasonably be expected to be returned the following Monday. Building leaders will create workable procedures to ensure that teachers get parent messages promptly and that a documented paper trail is established. Office staff will inform the parent if a teacher is out of the building and give the parent the option of speaking with a building administrator or calling back the next school day.

Article XXVI – Local Bargaining Unit/Negotiations

26.1 The local bargaining unit will be permitted to negotiate and make decisions if the need arises during a school year after formal negotiations have been finalized. The issue(s) will be brought to formal negotiations by the local bargaining unit when formal negotiations are opened the following school year.

SECTION III - EVALUATION

Article I - General Provisions

1.1 In the Duncan School District, evaluation is defined as a mutual endeavor between all teachers and the Board of Education to improve the quality of the educational program. The primary purpose of personnel evaluation will be for the improvement of instruction, and the school district and the individual teacher jointly accept the responsibility for such improvement.

1.2 Personnel 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. The use of eavesdropping, public address, audio or video systems, or similar surveillance devices for monitoring or observing the work performance of a teacher will be strictly prohibited. The teacher and administrator may mutually agree to videotape teaching performance for use by the teacher and/or administrator. If maintained, the tape becomes the property of the teacher.

1.4 A teacher and/or administrator will have the right of representation during any evaluation conference.

Article II - Responsibility for Evaluation

2.1 To insure valid and reliable evaluation throughout the District, the employer will comply with all State Department of Education rules and regulations regarding evaluation.

2.2 For the purposes of this Agreement, it is understood and agreed upon that the evaluator(s) will be the "site administrator(s)." Within each site, the assigned site administrator(s) will be responsible for the evaluation of each teacher assigned solely to that site.

2.3 The site administrators on a rotating basis will evaluate any teacher assigned to more than one (1) school site. Beginning in the 1998-99 contract year, the site principal where the teacher is assigned at the beginning of the workday will evaluate the teacher's performance. The next year, the site administrator at the next assigned site will evaluate the teacher. In the event that problems are noted with the teacher's performance during the school year, the site administrator where the problems were noted will also evaluate the teacher.

2.4 The Superintendent or site administrator will be responsible for discussing the teacher evaluation procedures with each teacher within twenty (20) working days of the start of the school year. This may be implemented during the in-service days, which precede each school year. The Pre-observation Form (See Appendix C-2) will be distributed during in-service.

2.5 No teacher will evaluate, or participate in any way, in the evaluation process of any other teacher.

Article III - Frequency of Evaluation

3.1 Every teacher in the first three- (3) consecutive school years will be evaluated at least twice annually, once prior to December 15, and again prior to April 15.

3.2 Teachers with more than three (3) consecutive school years of employment will be evaluated at least once annually prior to April 15.

Article IV - Evaluation Criteria

4.1 The performance of all certified staff members will be evaluated based on the Minimum Criteria for Effective Teaching Performance. (See Appendix C-1).

4.2 Results of standardized tests will not be used exclusively in the evaluation of a teacher.

4.3 Any complaint made against a teacher by a parent, student, or other person that 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 answer or rebut such complaint.

4.4 Teachers will not be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, terminated, adversely evaluated, or otherwise deprived of any professional advantage without statutory and/or regulatory provisions.

4.5 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.

4.6 Evaluation of classroom performance will not be predicated solely upon the teacher's use of classroom materials, provided that such materials are consistent with the age, maturity level of the students, and the District's educational and curriculum guidelines and policies.

4.7 Any disciplinary action, termination, or non-renewal of a teacher will be subject to applicable Oklahoma Statutes.

Article V - Process of Evaluation

5.1 The process of evaluation will include observations of the work of the teacher by the evaluator.

5.2 Observation Procedures

5.2.1 At least one (1) minimal observation of thirty (30) minute will be required in the evaluation of all teachers.

5.2.2 Teachers will be notified of the date and time of the formal observation at least five days in advance.

5.2.3 For all licensed and probationary teachers, there will be a pre-observation conference at least one (1) but not more than three (3) days prior to the observation. The conference will be held between the evaluator and the teacher to document in writing the specific objectives, methods, and materials to be observed, with each party retaining a copy. (See Appendix C-2: Pre-observation Conference Form)

5.2.4 For career teachers, a pre-observation conference will be held upon the request of the career teacher or principal.

5.3 Evaluation Conference

5.3.1 A Teacher Record will be prepared by the evaluator following the completion of the process described herein and in accordance with the time lines as prescribed in Section III: Evaluation. (See Appendix C-3: Teacher Evaluation Record)

5.3.2 a post-evaluation conference will be held within ten (10) working days of the scheduled observation unless postponed by mutual agreement.

5.3.3 The teacher will receive a copy of the Teacher Evaluation Record at least one (1) day prior to the conference so that the teacher may be prepared to discuss the report.

5.3.4 At the evaluation conference, the original copy of the evaluation report, with the evaluator's signature thereon, will be presented to the teacher. The teacher's signature will acknowledge receipt of such evaluation thereon.

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

5.3.6 One (1) copy of the finalized Teacher Evaluation Record, signed by the evaluator and the teacher, will be retained by the teacher; one (1) copy will be placed in the teacher's evaluation file at the building site where the teacher works; and one (1) copy will be placed in the teacher's evaluation file at the central office. Any and all other copies of the Teacher Evaluation Record will be destroyed.

5.4 Plan of Improvement

5.4.1 A plan for improvement is required for each item rated as Unsatisfactory. If the evaluator recommends a plan for improvement, a plan will be developed on the appropriate form by the evaluator and the teacher within ten (10) working days. (See Appendix C-3: Plan for Improvement). The plan will include a statement indicating how the district will assist with the improvement efforts.

5.4.2 The teacher's plan for improvement, and any response thereto, will be attached to the original evaluation report and placed in the teacher's evaluation file.

5.4.3 If additional evaluations are deemed necessary, they will be completed in accordance with Article V.

SECTION IV - REDUCTION IN FORCE

Reduction in Force - Certified Personnel

It is the policy of Duncan Board of Education that, in the event it becomes necessary to reduce the professional staff of this school district, reduction-in-force at any level shall be based on the following conditions:

- Actual or projected significant decrease in revenue
- Condition of financial emergency
- Actual or projected decrease in student enrollment
- Actual or projected changes in educational programs or curriculum

When the Superintendent make a recommendation to the board to conduct a reduction in force, the Superintendent will provide the ADE President copy of the recommendation.

Order of Reductions

The Board of Education will determine which certified teaching positions will be reduced after it is determined that a reduction in force is necessary. Employee reduction will not be implemented until the Board has made a study of all programs within the curriculum to determine the necessity of each program in meeting school objectives.

Reduction in Programs

All programs considered for reduction will be evaluated based on the following criteria. Results of the evaluation shall be used to determine which programs will be recommended to be reduction.

- Each program will be evaluated to determine if the subject content is required or mandated by the State Department of Education.
- Each program will be evaluated to determine if the enrollment is sufficient to maintain such a program.
- Each program will be evaluated to determine the cost of the program.
- Each program will be evaluated to determine if it is required for the college bound curriculum.
- Each program will be evaluated to determine whether such a program is over staffed in relation to the number of students enrolled.

RIF Procedures

In the event the reduction in force of certified teachers cannot be accomplished through voluntary retirement, voluntary resignation, transfer of existing staff members and/or reduction of travel expenditure, the procedure for reduction in force is as follows:

- Licensed teachers will be terminated first.
- Probationary teachers will be reduced before a career teacher is reduced, unless a career teacher is not certified to teach in the retained position the probationary teacher occupies.
 - 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 degree(s) attained.
- If a teaching position occupied by a career teacher is reduced pursuant to this RIF policy, and the career teacher is certified for another teaching position occupied by a probationary teacher or teachers, reasonable accommodations must be make to

give priority for contract renewal to qualified career teachers over probationary teacher or teachers.

- A career teacher qualified to teach in a position held by an licensed or probationary career teacher but who does not have the necessary certification where required for the position, may obtain the necessary certification through the Personnel Office of the District to the State Department of Education within thirty days after informed that the career teacher will be reduced. If the career teacher does not obtain certification and present notice of certification to the District within the thirty (30) days after notification of the reduction in force, the career teacher will be deemed to not be eligible to teach in a retained position occupied by a probationary or licensed teacher.
- 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.
 - 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.
 - Seniority, which will be counted by the amount of continuous, 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.
 - If certification and seniority are the same according to the above criteria, the determining factors, in order of importance are:
 - 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.
 - A Doctors Degree will be considered above all Masters Degree plus thirty-four (34) hours. A Masters Degree plus thirty-four hours will be considered above a Maters Degree. A Masters Degree will be considered above a Bachelors Degree.
 - If all of the above are equal, retention will be decided by a majority vote of the Board of Education.

Notification Procedure

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.

If the local Board of Education approves the recommendation of the Superintendent, the Board will cause written notification of the non-reemployment to be mailed by certified mail, restricted delivery, with return receipt requested, to the teacher who is the subject of the action.

The decision of the board regarding reduction in force decision, after hearing has occurred, shall be final and unappealable. No teacher shall be entitled to petition for a trial de novo as to non-reemployment or dismissal due to a reduction in force.

Recall of RIFed Teachers

In the event it becomes necessary to employ additional certified teachers within a seventeen (17) month period after reduction in force, recall will be in reverse order of reduction. Recall rights will for a seventeen (17) month period beginning with the date of termination.

When vacancies for certified positions occur, voluntary transfer requests will be considered before the vacancies are filled. Teachers who were terminated by the reduction in force will be notified by certified mail and will be given consideration in filing positions for which they are certified and meet the needs of the district. Outside personnel will not be interviewed for a position until all personnel involved in the reduction in force have had an opportunity to be interviewed.

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 Duncan School District. 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 I 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 Duncan School District will terminate recall privilege. It will be the responsibility of the teacher subject to notification to inform the personnel office of changes of address or other necessary information.

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.

7-31-03

SECTION V - COMPENSATION

Article I - Salary Schedule

1.1 All teachers with no previous teaching experience will be placed on step zero. Extend the salary schedule to include 36 years.

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.

1.1.3 All teachers with teaching experience up to five years outside the State of Oklahoma will be credited with that experience and will be placed on the appropriate step.

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 each of the following: each year of active service in an armed force of the United States or alternate civilian service required by the Selective Service System; each year in the Peace Corps, VISTA, or the National Teacher Corps; and for any type of service recognized by the Oklahoma State Board of Education for certification and salary increments.

1.1.5 At the beginning of the contract year 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 prior to the beginning of the first semester or the beginning of the second semester/term, the employee will be moved to the appropriate level and step prorated for the remainder of the year.

1.1.7 All teachers will be placed at the appropriate step in accordance with these provisions at the beginning of the contract year.

1.2 Teachers working in the same assignment more days than specified in the negotiated contract year will be compensated based on the number of days they work above the negotiated contract year. Teachers working in State or Federally mandated programs shall receive additional compensation as stipulated by the governing agency.

1.3 "Teachers who are receiving Oklahoma Teacher Retirement and who are employed to work as teachers in the Duncan system will be paid in conjunction with statutory requirements based on the percent of the work day employed".

A wellness Day (this item would be effective September 14, 2011 for this year only) July 1 – December 31

Perfect attendance = 1 day off January 1 – June 30

January 1 – June 30

Perfect Attendance = 1 day off July 1 – December 31 (the following school year)

....Wellness days shall not be carried over: day must be used in designated time frame or it is lost.

....Wellness day shall be taken in full day increment

....Wellness day shall not be taken during the first full week of school or the first week returning from winter break.

....Wellness day shall not be taken the last two weeks of school.

....The person requesting a wellness day will submit the request in writing to his or her principal or supervisor at least three (3) days prior to the absence. In case of an emergency, the teacher taking the wellness day will notify his or

her principal/supervisor as soon as possible and then file a written request within forty-eight (48) hours after the teacher returns to work.

- 1.5 Special education teachers and director will receive 7.5% above base salary schedule.
- 1.6 Every special education teacher will get 1 day per nine weeks to work on-site on paperwork. This day will not count against the employee.

1.7 Substitute Pay

Certified Substitute Teacher Pay ----- \$12.50 per hour

Non-Certified Substitute Teacher Pay-- \$ 8.50 per hour

Article II - Extra - Duty Compensation

2.1 Volunteers will be sought for extra duty prior to such assignments being made. Extra duty, exclusive of routine duty assignment or extensions thereof, will be defined as activities occurring outside the teacher's work day and that are not extensions of regular teaching assignments in an area separate and apart from the regular work day.

2.2 Teachers with extra-duty assignments will be compensated according to the attached Appendix E: Extra-Duty Compensation Schedule. No compensation other than that listed on the schedule may be paid, unless negotiated. Negotiations will be reopened for this item only in the event of changes. We will be adding as an Extra-Duty - Project Respect - \$200.

2.3 Teachers will not be required to use their planning time or lunchtime to cover another teacher's class unless it is absolutely necessary. Any teacher required to use such time more than three (3) times a semester/term will be compensated at the rate of \$10.00 per thirty (30) minutes for all planning and/or lunch time class coverage in that semester/term.

2.4 IEP meetings will be scheduled during the teachers' workday whenever possible.

2.5 An increase of 25% (one time) to bring our OSSAA sanctioned athletic coaches up to at least the mid-range on the pay scale in Oklahoma. The 25% increase would be for both head and assistant positions (2005-2006). An increase of 25% (one time) for the following extra duty compensation: High School Band, Middle School Band, Band Assistant, Color Guard/Winter Guard, Jazz Band, Percussion, DHS Vocal Music, DMS Vocal Music. An increase of \$250 for DHS Student Council and \$75 for DMS Student Council.

2.6 Varsity football offensive and defensive coordinators each \$1000.00. Track coordinator \$1500.00.

2.7 Web Master will receive \$500.00 per site, and add 1 person at the high school and 1 person at the middle school.

Article III - Pay Date

3.1 All teachers will be paid on or before the twenty-seventh (27th) 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. Checks for June and July will be issued on June 27. Teachers who request may receive the last check on July 27.

3.2 All full-time employees who are exempt from the hourly wage requirements of the Fair Labor Standards Act will be paid on a twelve-month basis.

Article IV - Inconvenience Pay

4.1 Teachers will be reimbursed at the current IRS business rate per mile in cases where they are required to use their personal vehicles for school business. This mileage will be paid monthly by separate check. Record of such mileage will be turned in to the Central Office by the tenth (10th) of each month and will be paid as soon as approved by the Board at the next available Board meeting. Mileage turned in after the tenth (10th) of the month will be paid on the succeeding month's check.

4.2 Teachers using their personal vehicles to travel from building to building on a regular basis as a part of their assignment will receive \$325.00 for traveling to two sites each school day and \$650.00 for traveling to more than two sites each school day. This is not applicable to coaching assignments.

4.3 The District is covered by liability insurance when teachers are transporting students to or from school functions.

Article V - Fringe Benefits

The State of Oklahoma will pay the cost of a state single premium health insurance policy.

5.1 All certified personnel under age 70 that are employed by the Duncan Public Schools for six (6) or more hours per day shall receive District-paid benefits.

5.1.1 The short-term disability income benefit involves:

- a. A ten (10) day waiting period
- b. Under doctor's care at home, or in the hospital; \$10.00 per day from the 11th day through the 100th day
- b. 66 2/3% of average monthly salary not to exceed \$3,000 from 101st day through 360th day of illness while under a doctor's care
- c. Claims must be completed in three (3) parts: Teacher statement, Employer's statement, and Doctor's statement. Forms are available in the District's business office.

5.1.2 The long-term disability income benefit involves:

- a. a 360 day waiting period
- b. 66 2/3% benefits, with \$2,000 limit while totally disabled and under a doctor's care
- c. Other benefits as stated in policy

5.1.3 The District will provide \$15,000.00 group life coverage and a \$15,000.00 accidental death and dismemberment coverage.

5.1.4 The District will pay the member of cost of Health, Dental, & Vision for each eligible certified employee. Eligible employees may opt out of health insurance and still participate in district-paid dental and/or vision. Eligibility is defined as follows: Certified employees that are employed for a minimum of four (4) hours are entitled to district-paid health insurance only; certified employees that are employed six (6) hours or more are entitled to district-paid Health, Dental, and Vision.

5.1.5 In the event that changes are proposed to be made to the management of the Cafeteria Fringe Benefit 125 Plan, a panel of teachers and administrators will be appointed by the Board to consider such changes and to make recommendations to the Board.

5.1.6 For those teachers not accessing the health insurance the flex benefit amount of \$69.71 per month will be paid in cash.

Article VI- Passes for School Events

6.1 Passes will be made available to all teachers for all local school events. The pass will admit the teacher and his or her spouse and will be non-transferable.

Article VII - Salary Reopener

7.1 The Board and the Association agree to schedule a meeting on a date in May, which is mutually agreeable to both parties for the purpose of examining the fiscal condition of the Duncan School District. Relevant information regarding revenues and expenditures of the District will be provided to the Association team prior to the meeting. If the fiscal condition of the District warrants it, the Board agrees to make every effort to provide additional compensation to the teachers.

Article IX – Assigned Duty

9.1 Committee composed of one (1) teacher selected by A.D.E., one (1) parent and one (1) administrator will be appointed at each site to study bus schedules and duty schedules. The committees will provide recommendations to the board relative to improving these areas.

Article X – Summer School Teaching and Enrichment Teaching

10.1 In the event the District determines the need for summer school and/or enrichment teaching positions, the need for teachers in the positions will be posted in each site for five (5) working days. Any teacher in the Duncan system will have the opportunity to apply for these positions.

SECTION VI - LEAVE

Article I - Sick Leave

1.1 Sick leave is defined as a period of time in which the teacher is incapacitated for the performance of duties by personal accidental injury, illness or pregnancy, and earned benefits may be used for such occasions. Sick leave may be used and time counted against accumulated sick leave when there is an accidental injury or illness in the teacher's immediate family.

1.2 All regularly employed personnel will receive ten (10) days sick leave for each year of full employment, without loss of pay.

1.3 All regularly employed ten (10) month personnel will receive eleven (11) days sick leave for each year of employment, without loss of pay.

1.4 All regularly employed eleven (11) month personnel will receive twelve (12) days sick leave for each year of employment, without loss of pay.

1.5 All regularly employed twelve (12) month personnel will receive thirteen (13) days sick leave for each year of employment, without loss of pay.

1.6 After all sick leave is exhausted, a teacher who is absent due to illness, personal accidental injury or pregnancy, will receive full contract salary less the normal amount paid a substitute teacher for an additional sick benefit period of twenty (20) days during the year.

1.7 Teachers who are adopting a child of pre-school age through a legal adoptive procedure, excluding the adoption of a spouse's children, and who have an accumulated sick leave in excess of ten (10) days may use up to ten (10) of those accumulated sick leave days.

1.8 Unused sick leave is transferable under state law.

1.8 a "If another certified teacher currently employed by an Oklahoma public school district first agrees in writing, Duncan Public School may, upon prior Board approval, allow the transfer of sick days. Procedure is as follows:

(1) Secure a letter from the donating teacher as to how many days should be donated.

(2) Duncan teacher submits written request, along with donation letter

(3) Board considers request and notifies the teacher of its decision. (6-24-2003)

1.9 The Superintendent's Office may request a doctor's statement confirming any illness, injury or pregnancy for which a claim of sick leave is made.

1.10 When all sick leave benefits are exhausted, a certified person may apply for the status of sick leave without pay, if he or she meets the criteria for long-term disability benefits according to the district's insurance coverage.

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

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

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

d. 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.

e. At the expiration of sick leave without pay a teacher will be returned to the same position or a comparable position to which qualifications are met. Refusal to accept the assigned position will constitute a valid

resignation by the teacher. The teacher may not appeal such resignation.

1.14 All teachers retiring from Duncan Public Schools under the prevailing State Teacher Retirement Laws will receive \$35.00 for each day of unused sick leave left at the end of their retirement year.

1.15 All eligible teachers of Duncan Public Schools will be allowed to accumulate 120 days of unused sick leave for retirement purposes as defined by the OKLAHOMA TEACHERS' RETIREMENT SYSTEM RULES AND PROCEDURES. This article does not change the maximum accumulation of unused sick leave as stated in Article I - Sick Leave, subsections 1.2, 1.3, 1.4, and 1.5.

1.16 The Board of Education will place the number of accumulated unused sick leave days for the end of the prior school year on a form accompanying the first payroll check received at the beginning of each school year by each full time certified teacher.

1.17 Any absences of certified teachers not on approved paid leave will result in there being deducted 1/total-contract days.

Article II - Leave Sharing

2.1 In order for an employee to participate in the shared leave program, the employee must:

- a. Meet the criteria described in this regulation;
- b. Have abided by district policies regarding the use of sick leave.

2.2 An employee may donate sick leave to another employee only pursuant to the following conditions:

- a. The receiving employee or a relative or a household member of the employee must have a severe or extraordinary illness, definition of a severe or extraordinary condition is any temporary disability resulting from pregnancy, miscarriage, childbirth and recovery there from.
- b. The condition must have caused, or is likely to cause the employee to take leave without pay or to terminate employment.
- c. Donated sick leave will not be available until all sick leave which is available to the requesting employee is exhausted.
- d. Pursuant to Oklahoma statute, the board of education of each school district shall determine the amount of donated sick leave an employee may receive. Accordingly, the Duncan Board of Education hereby adopts the following limitations and/or regulations regarding the amount of donated leave an individual employee may receive:
 - i. Donated sick leave days are cumulative and no employee may receive donated sick leave in excess of 100 days during the employee's employment with the District, whether such employment is in one or more intervals;
 - ii. If the employee is recovering from a non-caesarean childbirth where neither the mother nor the child experiences severe or extraordinary complications or medical conditions, the maximum amount of donated sick leave that such employee may receive shall be computed as follows: Thirty (30) days, minus the total number of sick leave and personal leave days used by the receiving employee since the delivery of the child and minus the total number of weekdays that school has not been in session since the delivery of the child. By way of example, if, since the delivery of the child, the receiving employee has used ten (10) of his or her own sick/personal leave days and school has not been in session for an additional five (5) weekdays, the employee may only receive fifteen (15) days of donated sick leave;

- iii. If the employee is recovering from a caesarean childbirth where neither the mother nor the child experiences severe or extraordinary complications or medical conditions, the maximum amount of donated sick leave that such employee may receive shall be computed as follows: Forty (40) days, minus the total number of sick leave and personal leave days used by the receiving employee since the delivery of the child and minus the total number of weekdays that school has not been in session since the delivery of the child. By way of example, if, since the delivery of the child, the receiving employee has used ten (10) of his or her own sick/personal leave days and school has not been in session for an additional five (5) weekdays, the employee may only receive twenty-five (25) days of donated sick leave; and
- iv. The limitations set forth in subparagraphs (iii) and (iv) above pertinent to an employee's recovery from childbirth, shall not apply in those cases where either the mother or the child experiences severe or extraordinary complications or medical conditions as certified by a physician.

2.3 Provided, however, in the event of extraordinary circumstances, the Board of Education may, in its sole discretion, increase the maximum number of donated sick leave days on a case-by-case basis.

2.4 Employees may not donate excess sick leave that the donor would not be able to otherwise take and the board will determine the amount of donated leave an employee may receive, if any.

2.5 Prior to approving donated sick leave, the board shall require the requesting employee to provide a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

2.6 When using donated sick leave, the receiving employee shall be paid the regular rate of pay normally paid to the receiving employee. Shared sick leave usage records will be maintained separately from regular sick leave records.

2.7 Shared or donated sick leave may be used only the recipient for the purposes specified in this policy and may not be used if the employee has been notified of a pending reduction in force or employment termination affecting the employee.

2.8 Any shared sick leave not used by the recipient during each occurrence of shared sick leave use will be returned to the donated employee. If more than one employee donates sick leave to the recipient and all the donated sick leave is not used, the remainder will be prorated to the credit of the donating teacher and its original value (based on donor's pay rate) will be restored.

2.9 Participation in this policy is strictly voluntary. No employee will be coerced, threatened, intimidated or financially induced into donating sick leave for the purpose of this policy.

Adoption Date:	Revision Date(s): 6-28-05, 7-12-11, 8-12-13
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Article III - Personal Business Leave

3.1 All teachers with 0-24 years will receive three (3) non-accumulative personal business days per year for which no salary will be deducted. All teachers with 25 or more years of experience will receive four (4) non-accumulative personal business days per year for which no salary will be deducted.

- a. The day(s) will not be used prior to, on, or the first day following a regularly scheduled holiday, workday, professional day, the first day of school, or the last day of school. This provision applies to a half day or full day (morning or afternoon).
- b. The person requesting personal business leave will submit the request in writing to his or her building principal at least three (3) days prior to the absence. In case of an emergency, the teacher taking the leave will notify his or her principal as soon as possible and then file a written request within forty-eight (48) hours after the teacher returns to work.
- c. Exceptions may be granted at the principal's discretion.
- d. If said personal business leave day(s) are not used by the teacher, then the said day(s) will be added to the total number of accumulated sick leave days of the teacher. At the end of each school year, the certified employee shall rollover unused personal business to sick days and eliminate "pay" for unused personal days. This will accumulate toward your 120 days.

Article IV - Professional Leave

4.1 The District will provide a substitute for any teacher who is approved by administration to attend a workshop, in-service training, or any other meeting for school purposes. The teacher will not pay the cost of the substitute.

4.2 The District will provide a substitute for any teacher who is approved by administration to attend any meeting of a county, state, or national education related board, committee, or commission to which the teacher has been elected or appointed. The teacher will not pay the cost of the substitute.

Article V - Leave of Absence

5.1 The Board may grant a career teacher a leave of absence for up to one (1) year without pay and without benefits. Under extenuating circumstances, such as a severe illness of a member of the immediate family, teachers may request an extension of their leave of absence without pay and without benefits.

5.2 Application for leave of absence without pay that is to be effective at the beginning of a school year will be made on or before May 1. Applications that 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 or her application.

5.3 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, college or hours earned.

5.4 Sick leave that has accrued previously to approved leave of absence will be reinstated. Additional sick leave or personal leave will not be granted for the period of leave.

5.5 Upon return, the teacher will be assigned to the same or comparable position that he or she held prior to such leave. An exception may be granted when the teacher has gained additional certification, or requests another available position.

Article VI - Legal Leave

6.1 Certified personnel who are called to Jury Duty will receive full contract salary during the time of service.

6.2 Teachers who are subpoenaed will not suffer loss of pay or leave time as a result of such subpoena for non-personal matters.

Article VII - Military Leave

7.1 Any personnel who is a member of the Armed Forces of the United States of America and is ordered to active duty by properly constituted authority will receive thirty (30) working days with full pay for the first thirty (30) working days of duty.

7.2 Upon termination of military leave, the personnel will be returned to the same or comparable position in the same building as was held prior to the leave.

Article VIII - Emergency Leave

8.1 Each person will receive two (2) days emergency leave each school year. Emergency leave will be non-accumulative. **“Definition: an emergency is an event or happening that could not be planned.”**

8.2 Emergency leave will be granted for the following reasons without salary deduction:

- a. Death or illness of persons not covered by the sick leave policy
- b. Extension of sick leave for funerals
- c. Extension of sick leave after all accumulated sick leave is exhausted or after twenty (20) days sick benefit period
- d. In the obedience to a subpoena regarding personal matters from a properly constituted authority
- e. Disaster such as, but not limited to, the loss of home by fire or storm, etc.

Article IX - Bereavement Leave

9.1 Bereavement leave is defined as the period of time in which the teacher is incapacitated for the performance of duties by the death of an immediate family member. Leave may be taken as consecutive days or as individual days. Certified teachers will be granted bereavement leave at no loss of salary each school year.

- a. Bereavement leave will be non-accumulative, non-reimbursable, and used before other available leave.
- b. Certified personnel are granted yearly five (5) days, no deduction in salary, for occurrence of death of members of the immediate family and friends. Immediate family shall be defined as spouse, children, step-children, parent, step-parents, brothers, sisters, grandparents, grandchildren, spouse's parents and grandparents, brothers-in-law and sisters-in-law, nieces and nephews, aunts and uncles, and spouses of members of said immediate family. All death leave benefits shall be non-accumulative. A teacher may request up to two additional days of bereavement leave if the death occurs outside the immediate geographical area (200 miles).
- c. In addition to the three (3) days of bereavement leave, certified teachers may use a maximum of five (5) sick leave days for this purpose. A

teacher may request up to five (5) additional days of sick leave in the event of extenuating circumstances. Such request must be approved by the site administration.

. **9.2** Bereavement leave of one (1) day per event, up to three days total per year, will be granted for the death of any person not included in immediate family.

Article X - Association Leave

10.1 The Board will grant twelve (12) 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 Association affairs. The Association will pay the cost of substitute(s) if used.

Article XI - Notification of Absence

11.1 The Board will provide each teacher with the 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.

Article XII - Family and Medical Leave

12.1 The District will provide Family and Medical Leave in accordance with Federal Rules and Regulations. (See Appendix H: Family and Medical Leave).

Article XIII – Notification of Leave

13.1 Prior to the end of each semester, each teacher will receive upon request notification from the Board of Education stating the number of leave days used by the teacher and the number available for use by said teacher.

SECTION VII: GRIEVANCE PROCEDURES

Article I - Definitions

1.1 A grievance is a complaint by a teacher or teachers or the Association regarding the meaning, misinterpretation, misapplication, or violation of any provision in this Agreement.

1.2 The term “grievant” will mean the person or persons making the complaint.

1.3 The term “days” will mean contract 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.

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.

Article II - Purpose

2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise 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 III - Rights to Representation

3.1 At least one Association representative may be present for any meetings, hearings, appeals, or other proceedings related to a grievance that has been formally presented.

3.2 If, in the judgment of the Association, a grievance affects the Association, the Association may initiate and submit such grievance in writing to the superintendent directly, and the processing of such grievance will be commenced at Stage II. The Association officers or designee may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes 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 Stage II.

Article IV - 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 consistent with the terms of this Agreement.

4.2 A grievant may be represented at all stages of the grievance procedure by himself or herself, or, at his or her option, by an Association representative selected by the Association, or by a person of his or her choice. In addition, the grievant may be accompanied by a person of his or her choice for advice and/or counsel. If an aggrieved party is not represented by the Association, the Association representative will have the right to be present and to state the Association’s views at all stages of the grievance procedures.

4.3 Any grievance will be submitted not later than twenty (20) days of the knowledge of the alleged violation.

4.4 Time lines may be extended by mutual agreement.

Article V - Procedure

5.1 Time Limits-- 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 be extended by mutual written agreement.

5.2 Stage I -- The teacher or the Association may present the grievance in writing to the teacher's supervisor who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The supervisor must provide the aggrieved teacher and the Association with a written answer concerning the grievance within five (5) days after the meeting.

5.3 Stage II -- If the grievant is not satisfied with the disposition of the grievance at Stage I, or if no decision has been rendered within five (5) days after the presentation of the grievance at Stage I, or if the grievance was instituted at State II, the Superintendent will arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his or her receipt of the appeal.

5.3.1 The parties in interest will have the right to include in their representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of this hearing, the Superintendent will have five (5) days to provide his written decision, together with the reasons for the decision, to the grievant.

5.4 Stage III - If the grievant is not satisfied with the decision at Stage II, or if no decision has been rendered within five (5) days of the Stage II hearing, then the grievance may be referred to the Board. The Board will arrange for a hearing with the grievant or the Association to take place at the next regular and/or special Board meeting called for that purpose. No later than the next Board meeting, the Board will provide its decision, together with the rationale for the decision, in writing to the grievant.

Article VI -Reprisals

6.1 No reprisals of any kind will be taken against any teacher because of his or her participation in this grievance procedure.

Article VII - Cooperation of Board and Administration

7.1 The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further will furnish the Association with public information as is requested for the processing of any grievance.

Article VIII - Released Time

8.1 Should it be agreed by the Board and the Association that the investigation or processing of any grievance requires that a teacher or an Association representative be released from his or her regular assignment, he or she will be released without loss of pay or benefits. The Board will pay payment of a substitute.

Article IX - Grievance Files

9.1 All documents, communications, and records dealing with the processing of a grievance will be filed separately in a grievance file of the participants.

Article X - Grievance Forms

10.1 Forms for filing grievances will be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. (See Appendix I: Grievance Forms)

Article XI - Confidentiality

11.1 No meetings or hearings under this procedure, with the exception of the Stage III (Board level) hearing, will be conducted in public. Meetings and hearings will include only such parties in interest and their designated or selected representatives, heretofore referred to in this Agreement.

SECTION VIII - ASSOCIATION RIGHTS

Article I - Availability of Information

1.1 Upon request, the Board will provide to the Association any compiled public information that the Association deems necessary for the administration of this contract.

Article II - Use of Facilities and Equipment

2.1 The Association will have the right to use school facilities and equipment as long as such use does not interfere with the everyday operation. The Association will have the right to use school buildings for meetings.

Article III - Use of Bulletin Boards and Mail Service

3.1 The Association will have the right to post notices of non-political activities and matters of Association concern on teacher bulletin boards. The Board will provide at least one bulletin board in each school building. The Association will have the right to use the district mail service and teacher mailboxes for non-political communication with teachers.

Article IV - Transaction of Business

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

Article V - Board Packet

5.1 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 of all meetings. The Association may request any clarifying documents of agenda items.

Article VI - Board Agenda

6.1 The Association may request to be placed on the agenda of any Board meeting. Such request will be made at least five (5) days prior to the preparation of the agenda and will state the purpose of the request.

Article VII - Reproduction of Agreement

7.1 Unless extenuating circumstances prevent doing so, within thirty (30) days of the ratification of this Agreement, Board personnel will enter contract amendments to the Master contract available on the district server. Upon entry and notification, ADE will verify amendments. In case of a delay, the ADE will be notified.

Appendices

- Appendix A – Procedural Agreement
- Appendix B – Staff Development Form
- Appendix C – Evaluation Forms
 - C-1 – Minimum Criteria for Effective Teaching Performance
 - C-2 – Pre-Observation Conference Form
 - C-3 – Evaluation Report and Recommendation
 - C-4 – Plan of Improvement
- Appendix D – Salary Schedule
- Appendix E – Extra-Curricular Compensation
- Appendix F – Early Retirement Incentive Plan
- Appendix G – Request for Personal Business Form
- Appendix H – Family and Medical Leave Policy
- Appendix I – Grievance Forms

PROCEDURAL AGREEMENT

I. PURPOSE

1. The Board of Education of the Duncan Public Schools and the Association of Duncan Educators recognize the need for an orderly process of communication of administering employer/employee relations, which conform to Oklahoma Statutes, Title 70 0.5. 509.1 et seq.

II. RECOGNITION

2.1 This agreement is made and entered into by and between the Association of Duncan Educators, hereinafter termed the "Association," and the Board of Education of the Duncan Public Schools, hereinafter termed the "Board."

2.2 The Board hereby recognizes the Association as the exclusive representative for the bargaining unit consisting of all certified and licensed employees, excluding administrators, of the Duncan Public Schools. The Board agrees not to bargain with any individual member of the bargaining unit for the duration of this Agreement. Further, no individual member of the bargaining unit will negotiate with the Board except through their duly recognized bargaining representative.

2.3 The Board and/or the association will not discriminate against any person regardless of membership or non-membership in the Association or for participation or non-participation in any phase of the bargaining process.

III. SCOPE OF BARGAINING

3.1 The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits, and other terms and conditions of employment.

3.2 The Board retains and reserves unto itself, without limitation, all powers, rights and authority conferred upon and vested in it by State and Federal law, including the right to make policy, rules, and regulations which are consistent with the Negotiated Agreement.

3.3 The Board and Association agree that no negotiations will occur on any duty reserved to the Board by statute or court order.

3.4 Negotiations may occur on areas or items outside the scope of wages, hours, fringe benefits, and other terms and conditions of employment upon mutual agreement of the parties.

IV. NEGOTIATIONS PROCEDURES

4.1.1 The Board and the Association will each designate in writing the names of not more than six (6) persons who will serve as their respective representatives for negotiations pursuant to the provisions of this Agreement. Each party will also designate the person on its team who will serve as spokesperson. Alternates may be designated; however, alternates will attend meetings only when serving in the place of a regular team member or by mutual agreement of the parties.

4.2 OPENING NEGOTIATIONS

4.2.1 **On or before May 30th** of each ensuing year, either the Association or the Board will submit a written request to the other party for negotiations to commence for that year. If no such request is made, negotiations will not take place for the ensuing year.

4.2.2 The first negotiations session will occur on a mutually agreeable date no later than thirty (30) days after the written request is presented, unless both parties mutually agree upon another date.

4.2.3 Both parties will submit proposals for negotiations at the first session. Additional proposals to cover unforeseen situations may be submitted after the first session by mutual agreement.

4.2.4 Negotiations may be opened at any time during the school year by mutual agreement.

4.2.5 For the current contract year, the Board and the Association agree to re-open negotiations if the legislature provides additional funds for health insurance or other compensation prior to the end of the contract year. The Board and Association also agree to re-open negotiations as soon as possible after the receipt of the final state aid statement to consider additional compensation, or benefits if additional funds are available.

4.2.6 Reopen Negotiations During Contract Year

The Board and the Association agree to option to reopen negotiations after January 1, 2015 for the 2014-2015 school year.

4.3 NEGOTIATIONS SESSIONS

4.3.1 Negotiations will be conducted between the representatives of the parties and only in regular negotiation sessions at the times, dates, and places mutually agreed upon by the parties. Scheduling of subsequent sessions will be made prior to the close of each current negotiations session. Such scheduling will reflect times and places mutually acceptable to the spokespersons of the respective parties.

4.3.2 Other meeting ground rules will be set by mutual agreement at the table.

4.3.3 During meetings each party is free to caucus at any time.

4.4 TENTATIVE AGREEMENT

4.4.1 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.

4.4.2 When tentative agreement is reached on any item, it will be reduced to writing and signed and dated by the spokesperson of each team. When tentative agreement is reached on all items, the package of agreements will be submitted first to the members of the Association for ratification and then to the Board for ratification.

V. IMPASSE

5.1 If negotiations are not successfully concluded by the first day of school, an impasse will exist. At an earlier time following its initial negotiation, either party may declare an impasse, or by mutual agreement of the parties, the date declaring impasse may be extended beyond the first day of school.

5.2 Within two (2) days of such declaration, the Parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.

5.3 If the mediation process has been utilized and has failed to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items will be submitted to fact finding as follows:

5.3.1 A fact-finding committee consisting of three members will be formed. The Association will select one member and the Board will select one member, within five (5) days of the declaration of impasse or the conclusion of an unsuccessful mediation. These two members will notify the State Superintendent of Public Instruction that a fact-

finder is needed. The State Superintendent of Public Instruction (or designee) will provide a list of five (5) potential fact-finders to the parties. If the representative of the Board and the representative of the Association cannot agree upon a name, then there will be a coin toss. The winner of the toss will 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 will then continue alternately striking a name from the list until only one name remains. That person will then be named to serve as chairperson of the fact-finding committee.

5.3.2 Within five (5) days after the selection of the chairperson, the representatives of the parties will meet to exchange written language of each item at impasse. The exchanged documents will be furnished to the chairperson and other members of the committee. Each item being submitted to fact-finding will show the past position taken by each negotiating team.

5.3.3 The cost for the services of the fact-finding committee, including the per diem expenses, if any, and actual and necessary travel expenses will be shared in the following manner. The Board will assume the expenses of the representative selected by the Board, the Association will assume the expenses of the representative selected by the Association, and the expenses of the third member will be shared equally by the Board and the Association.

5.3.4 The fact finding committee will have the authority to establish procedural rules, conduct investigations, and hold hearings during which each party to the dispute will be given the opportunity to present its case with supporting evidence.

5.3.5 The chairperson will convene the committee for fact finding. The committee will meet with representatives of both parties and within twenty (20) days after the fact-finding hearing, will present its written recommendations to the Board and the Association. The report will set forth findings of fact and recommendations on the issues submitted.

5.3.6 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 recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties will meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties will exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and will attempt to clarify any remaining differences. The representatives will then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements as provided for by this action, either party may discontinue such effort.

5.3.7 The local board will 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 will draft a written agreement and present the agreement of both parties for ratification, and such agreement will also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the local board of education will forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

5.4 The procedure provided for herein for resolving impasses will be the exclusive recourse of the Association. It will 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 will be denied the full amount of his wages during the period of such violation. If the Association or its members engage in a strike, then the Association will cease to be recognized as representative of the unit and the school

district will be relieved of the duty to negotiate with such organization or its representatives, as prescribed and outlined in Oklahoma Statutes 70.509.8

VI. SAVINGS CLAUSE

6.1 The Board and the Association agree to abide by all applicable statutes, rules and regulations, and decisions of courts of competent jurisdiction. Should any part of this Agreement be affected or declared illegal by Oklahoma statutes, court of competent jurisdiction, or the Attorney General, said part will be automatically deleted from this Agreement to the extent that it is affected, or violates the law.

6.2 The remaining provision will remain in full force and effect for the duration of the Agreement. Negotiations will commence within thirty (30) days of the deletion for the purpose of arriving at a legally permissible replacement of the deleted part.

VII. DURATION OF AGREEMENT

7.1 This Agreement will become effective upon ratification by the Board and the Association. The Agreement will be effective for the period of one (1) Fiscal year and will be renewed automatically without modification unless the parties agree on an amendment. Notice will be given in writing, between January 1 and February 28 of any year, by either party, that the party desires to modify, amend, or terminate this Agreement.

7.2 In the event that the Association disbands or otherwise ceases to be the recognized bargaining agent, this Agreement will be null and void on the date of such disbanding or cessation of representation.

ADOPTED ON THE _____ DAY OF _____, 20__

PRESIDENT OF THE BOARD _____

PRESIDENT OF THE ASSOCIATION _____



TLE Observation and Evaluation Rubric
Teachers
2014-2015

<i>Domain/Relative Weight</i>	<i>Dimension</i>	<i>Page</i>
Classroom Management 30%	1. Preparation	2
	2. Discipline	3
	3. Building-Wide Climate Responsibility	4
	4. Lesson Plans	5
	5. Assessment Practices	6
	6. Student Relations	7
Instructional Effectiveness 50%	7. Literacy	8
	8. Current State Standards	9
	9. Involves All Learners	10
	10. Explains Content	11
	11. Clear Instruction & Directions	12
	12. Models	13
	13. Monitors	14
	14. Adjusts Based upon Monitoring	15
	15. Establishes Closure	16
	16. Student Achievement	17
Professional Growth & Continuous Improvement 10%	17. Professional Development	18
	18. Professional Accountability	19
Interpersonal Skills 5%	19. Effective Interpersonal Skills	19
Leadership 5%	20. Professional Involvement & Leadership	20

Teacher plans for and executes a lesson relating to short-term and long-term objectives.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Does not plan for or execute instructional strategies that encourage the development of performance skills relating to short and long-term objectives.</p> <p>Only develops a brief outline of the daily schedule, which shows little or no alignment with most current state standards.</p> <p>Plans rarely address student diversity nor describe how instruction will be differentiated.</p> <p>Materials and equipment are not ready at the start of the lesson or instructional activity.</p>	<p>Occasionally plans for and executes instructional strategies that encourage the development of performance skills relating to short and long-term objectives.</p> <p>Develops instructional plans that are not consistently in alignment with most current state standards.</p> <p>Plans inconsistently address student diversity and inconsistently describe how instruction will be differentiated.</p> <p>Materials and equipment are usually ready at the start of the lesson or instructional activity.</p>	<p>Plans for and executes instructional strategies that encourage the development of performance skills relating to short and long-term objectives.</p> <p>Develops instructional plans that are in alignment with most current state standards and, as available and appropriate, curriculum maps and pacing guides.</p> <p>Plans consistently address student diversity and describe how instruction will be differentiated.</p> <p>Ensures materials and equipment are ready at the start of the lesson or instructional activity (most of the time).</p>	<p>Plans for and executes instructional strategies that encourage the development of critical thinking, problem solving and performance skills relating to short and long-term objectives.</p> <p>Develops instructional plans that are in alignment with state standards and, as available and appropriate, curriculum maps and pacing guides, and links to major topics within and across grade levels.</p> <p>Plans consistently and skillfully address student diversity and describe how instruction will be differentiated. Plans are designed to maximize learning time.</p> <p>Materials and equipment are ready at the start of the lesson or instructional activity.</p>	<p>Plans for and executes instructional strategies that encourage the development of critical thinking, problem solving and performance skills relating to short and long-term objectives.</p> <p>Has long and short-term instructional plans that are aligned with state standards and, as available and appropriate, curriculum maps and pacing guides, and links to major topics within and across grade levels.</p> <p>Plans consistently and expertly address student diversity and describe how instruction will be differentiated. Plans are designed to maximize learning time and foster self-directed learning.</p> <p>Materials and equipment are ready at the start of the lesson or instructional activity and enhance learning.</p>

Teacher clearly defines and effectively manages student behavior.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Standards of conduct have not been established.</p> <p>Students are almost always disengaged and unclear about the expectations of the classroom, requiring more reminders than are appropriate for the age and development of the students.</p> <p>Does not monitor the behavior of students during whole class, small groups, seat work activities and transitions.</p> <p>Usually ignores misbehavior and uses an inappropriate voice level / word choice when correction is attempted.</p>	<p>Standards of conduct have been established with inconsistent implementation.</p> <p>Students are often disengaged and unclear about the expectations of the classroom, requiring more reminders than are appropriate for the age and development of the students.</p> <p>Does not consistently monitor the behavior of students during whole class, small groups, seat work activities and transitions.</p> <p>Does not consistently address misbehavior and / or uses an inappropriate voice level / word choice to attempt to bring correction.</p>	<p>Establishes, communicates and consistently implements appropriate standards of conduct.</p> <p>Students are usually engaged and clear as to the expectations of the classroom, requiring few reminders relative to the age and development of the students.</p> <p>Monitors the behavior of students during whole-class, small group and seat work activities and during transitions between instructional activities.</p> <p>As necessary and appropriate, stops misbehavior promptly and consistently, with a voice level / word choice suitable to the situation.</p>	<p>Establishes, communicates and consistently implements appropriate standards of conduct that instill a sense of self-discipline in students.</p> <p>Students are engaged and clear about the expectations of the classroom with no need for reminders as appropriate to the age and development of the students.</p> <p>Monitors the behavior of all students during whole-class, small group and seat work activities and during transitions between instructional activities, lunch time, recess, assemblies, etc.</p> <p>As necessary and appropriate, stops misbehavior promptly and consistently, with a voice level / word choice suitable to the situation, while maintaining the dignity of the student in a manner that promotes positive behavior and relationships.</p>	<p>Establishes, communicates and consistently implements appropriate standards of conduct that instill a sense of self-discipline in students; students constructively monitor their peers and intervene to implement standards.</p> <p>Students are engaged and are clear about the expectations of the classroom with no need for reminders as appropriate to the age and development of the students.</p> <p>Monitors the behavior of all students at all times. Standards of conduct extend beyond the classroom.</p> <p>As necessary and appropriate, stops misbehavior promptly and consistently, with a voice level / word choice suitable to the situation, in a manner that promotes positive behavior and relationships and encourages students to self-discipline.</p>

Teacher assures a contribution to building-wide positive climate responsibilities.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Is not involved in school projects and initiatives that contribute to promoting orderly behavior throughout the school.</p> <p>Ignores the procedures, practices and guidelines outlined by the school, district, state and federal laws intended to keep students healthy and safe.</p>	<p>Participates in school projects and initiatives that contribute to promoting orderly behavior throughout the school when specifically requested and only for specified time.</p> <p>Inconsistently follows the procedures, practices and guidelines outlined by the school, district, state and federal laws intended to keep students healthy and safe.</p>	<p>Regularly and routinely participates in school projects and initiatives that contribute to promoting orderly behavior throughout the school.</p> <p>Follows the procedures, practices and guidelines outlined by the school, district, state and federal laws intended to keep students healthy and safe.</p>	<p>Participates actively in school projects and initiatives that promote orderly behavior throughout the school volunteering for extra assignments / time periods.</p> <p>Follows the procedures, practices and guidelines outlined by the school, district, state and federal laws intended to keep students healthy and safe. Offers enhancements and suggestions to procedures and guidelines.</p>	<p>Makes substantial contribution to school projects and initiatives that promote orderly behavior throughout the school. Teacher assumes a leadership role in these projects and initiatives, inspiring others to participate.</p> <p>Always follows the procedures, practices and guidelines outlined by the school, district, state and federal laws intended to keep students healthy and safe. Is proactive in intervening on behalf of children and staff.</p>

Teacher develops daily lesson plans designed to achieve the identified objectives.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Plans are rarely or never completed.</p> <p>Never plans with other members of the grade-level/school planning teams (when it is an expectation of the campus).</p> <p>Never provides substitute plans, classroom rosters, seating charts, behavior plans, emergency plans and identification of diverse learning groups.</p>	<p>Plans are not consistently completed.</p> <p>Rarely plans with other members of the grade-level/school planning teams (when it is an expectation of the campus).</p> <p>Rarely provides substitute plans, classroom rosters, seating charts, behavior plans, emergency plans and identification of diverse learning groups.</p>	<p>Plans are developed consistently and on time based upon an analysis of data.</p> <p>Plans with other members of the grade-level / school planning teams (when it is an expectation of the campus).</p> <p>Provides substitute plans, classroom rosters, seating charts, behavior plans, emergency plans and identification of diverse learning groups.</p>	<p>Plans are developed consistently and on time, or in advance, based upon an analysis of data.</p> <p>Plans with other members of the grade-level/school planning teams (when it is an expectation of the campus).</p> <p>Revises plans according to student data analysis and shares same with fellow staff members to the benefit of the grade level, curricular area or building.</p> <p>Provides in sequenced and organized fashion substitute plans, classroom rosters, seating charts, behavior plans, emergency plans and identification of diverse learning groups.</p>	<p>Plans are developed consistently and on time, or in advance, based upon an analysis of data.</p> <p>Plans with other members of the grade-level / school planning teams (when it is an expectation of the campus or based upon collegial decision-making).</p> <p>Revises plans according to student data and performance, sharing same with fellow staff members to the benefit of the grade level, curricular area or building.</p> <p>Can serve as a grade level, curricular area and/or building-wide model for substitute plans, classroom rosters, seating charts, behavior plans, emergency plans and identification of diverse learning groups.</p>

Teacher acknowledges student progress and uses assessment practices that are fair, based on identified criteria, and support effective instruction.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Rarely uses assessments to evaluate student learning and guide instruction.</p> <p>Grading is arbitrary and not in accordance with district’s grading policies.</p> <p>Assessments provide delayed and inadequate feedback for students to assess themselves.</p> <p>There is no evidence that the teacher recognizes student progress or achievement.</p>	<p>Inconsistently uses assessments to evaluate student learning and guide instruction.</p> <p>Grading is not consistently fair or in accordance with district’s grading policies.</p> <p>Assessments provide delayed and inadequate feedback for students to assess themselves.</p> <p>There is some evidence that students are recognized for their progress and achievement; however, recognition is sporadic.</p>	<p>Consistently uses assessments to evaluate student learning and guide instruction.</p> <p>Grading is fair and in accordance with district’s grading policies.</p> <p>Provides adequate and timely feedback from assessment results for students to reflect and set goals.</p> <p>Recognizes student progress and achievement at significant intervals and encourages learning behaviors that would result in student success.</p>	<p>Consistently uses assessments to evaluate student learning and guide and support differentiated instruction.</p> <p>Grading is fair, transparent to students and in accordance with district’s grading policies.</p> <p>Assessments provide useful and immediate feedback – separate and apart from grades—that assists students in assessing themselves in meeting their learning goals.</p> <p>Students are informed regularly regarding their progress and achievement and are provided opportunities to improve and achieve academic success.</p>	<p>Consistently uses assessments that evaluate student learning and guide and support differentiated instruction and are used to develop, refine and evaluate instruction.</p> <p>Grading systems are fair and in accordance with district’s grading policies and, as appropriate, developed in collaboration with students.</p> <p>Assessments provide useful and immediate feedback– separate and apart from grades—that assists students in assessing themselves to develop and evaluate their progress with their learning goals.</p> <p>Learning goals are not just designed by the teacher—the student has an opportunity to direct his/her own learning by contributing goals.</p> <p>Students are informed regularly regarding their progress and achievement and are provided opportunities to improve and achieve academic success. The teacher informs parents on a timely basis of their student’s progress and achievement through systematic communication procedures.</p>

Teacher optimizes the learning environment through respectful and appropriate interactions with students, conveying high expectations for students and an enthusiasm for the curriculum.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Oral, written and nonverbal communication with students is inconsiderate, as characterized by insensitivity, demeaning language and condescension.</p> <p>Does not consistently display an interest in the curriculum or high academic expectations for most students.</p>	<p>Oral, written, and nonverbal communication may not be considerate or respectful.</p> <p>Does not consistently display an interest in the curriculum or high academic expectations for most students.</p>	<p>Oral, written and nonverbal communications with students are considerate and respectful.</p> <p>Consistently conveys a generally positive view of learning and of the curriculum, demonstrating high academic expectations for most students.</p>	<p>Oral, written, and nonverbal communications with students are considerate and positive, demonstrating genuine respect for individual students and the class as a whole.</p> <p>Consistently displays a genuine enthusiasm for the curriculum and high academic expectations for all students.</p>	<p>Oral, written, and nonverbal communication with students is considerate and positive. There is abundant evidence of mutual respect and trust between teacher and student, as well as between students.</p> <p>Exudes a passion for the content and actively exploring the curriculum with students. Students appear to have internalized the value of the content as well as the teacher's high academic expectations for them.</p>

Teacher embeds the components of literacy into all instructional content.

			4 Highly Effective	5 Superior
<p>Literacy (the practice of reading, writing, developing vocabulary, spelling, or listening/ speaking) is not embedded / woven into instructional lessons as a vehicle for learning the content and for demonstrating understanding. Rather, literacy is presented as a single, stand-alone skill.</p> <p>Instruction is rarely provided through text.</p>	<p>Literacy (the practice of reading, writing, developing vocabulary, spelling, or listening/ speaking) is rarely embedded / woven into instructional lessons as a vehicle for learning the content and for demonstrating understanding. Rather, literacy is presented as a single, stand-alone skill.</p> <p>Instruction is occasionally provided through text.</p>	<p>Literacy (the practice of reading, writing, developing vocabulary, spelling, or listening/ speaking) is embedded in the lesson as a vehicle for learning the content and for demonstrating understanding.</p> <p>As appropriate for the content area, instruction is provided through text.</p>	<p>Literacy (the practice of reading, writing, developing vocabulary, spelling, or listening/ speaking) is embedded in the lesson as a vehicle for learning the content and for demonstrating understanding. Its definition is expanded to include visual representations, expressions of ideas, making decisions and solving problems.</p> <p>Instruction is routinely provided through text and teacher requires students to cite text to support answers.</p>	<p>Includes the narrative descriptions in performance category 4, plus the additional definitional components of literacy to include: innovative use of multimedia, computer, information analysis and technology.</p> <p>Instruction is routinely provided through text and teacher requires students to cite text to support analysis, inference, or arguments.</p>

Note One: Examples of literacy strategies include, but are not limited to, students: (1) using graphic organizers to cement/understand information; (2) presenting/explaining their learning, thinking or examples (“turn and talk”); (3) summarizing information into written notes; (4) using primary source documents (receipts, tickets, bills, advertisements, logs, game/sport statistics and rules, etc.) to glean information; (5) writing for communication; and (6) choral/echo reading, (7) researching and reporting.

Note Two: A teacher embeds literacy into the lesson when she/he plans for and implements a literacy strategy for delivering content and expects students to use one or more specific literacy strategies as a means for learning the content and literacy skills. In such cases, literacy is the “bonding agent” or “glue” for the content.

Note Three: Literacy is a stand-alone event when (1) there is no expectation or need for students to use literacy strategies within the lesson to learn the content objectives and demonstrate their understanding of the same, or (2) students’ use of literacy strategies is random, isolated or has no connection to the lesson objectives.

Teacher understands and optimizes the delivery focus of current state standards and the expectations derived from same on student learning and achievement.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
Neither understands nor participates (at even the “conversation / awareness” level) in discussions about current state standards.	Neither understands nor participates (at even a minimal implementation level) in discussions about current state standards	Understands the current state standards as evidenced by use of alternate instructional strategies and modified content focus aligned with current state standards.	Has participated in available learning opportunities to assure a strong foundation of understanding the current state standards and regularly and routinely uses alternate instructional strategies and modified content focus aligned with current state standards.	Includes the narrative descriptions in performance category 4, plus serves as a “change agent” and/or grade level, curricular area, building-wide, or departmental presenter / facilitator for the implementation of current state standards. This participation level could be initiated via volunteering or being asked.

Teacher uses active learning, questioning techniques and/or guided practices to involve all students.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Does not require student participation or the teacher discourages student involvement.</p> <p>Students are not mentally engaged in active learning experiences during any significant portion of the class.</p> <p>Does not ask any type of questions or use questioning techniques during the lesson to involve all learners.</p> <p>Displays no knowledge of students' interests and skills.</p>	<p>A few students dominate the lesson, or only a few students are engaged in the class. For example, typically calls only on students who raise their hands first or who blurt out answers.</p> <p>Students are engaged in active learning around 50 percent of the class time.</p> <p>All or most questions used are recall questions.</p> <p>Displays little knowledge of students' interests and skills and rarely uses them as a strategy to engage them.</p>	<p>Routinely uses strategies to ensure engagement of all students.</p> <p>Engages most students in active learning experiences 80 percent of the class time.</p> <p>Uses questioning techniques throughout the lesson, scaffolding to at least the mid-level of Bloom's taxonomy.</p> <p>Provides adequate wait time for student response and engagement.</p> <p>Engages students by incorporating their general skills and interests into the lesson.</p>	<p>Routinely uses strategies to ensure engagement of all students.</p> <p>Engages an overwhelming majority of students in active learning 80 percent of the class time with students connecting new information to former knowledge; or describing and evaluating their thinking processes.</p> <p>Uses consistently high-quality and varied questioning techniques, scaffolding to the higher levels of Bloom's taxonomy.</p> <p>Skillfully uses wait time as a tool to engage students in active learning.</p> <p>Engages students by incorporating their individual skills and interests into the lesson.</p>	<p>Routinely uses strategies to ensure engagement of all students.</p> <p>Engages all students in active learning 80 percent of the class time, and students initiate or develop their own activities to enhance their learning.</p> <p>Uses consistently high-quality and varied questioning techniques, scaffolding to the higher levels of Bloom's taxonomy and leading students to formulate many of their own questions.</p> <p>Skillfully uses wait time as a tool to engage students in active learning.</p> <p>Engages students by incorporating and expanding their individual skills and interests.</p>

Note: Active learning is learning that requires student to attain knowledge by participating or contributing. When students are active in their learning, they are involved in gathering information, questioning, thinking and problem solving. (Adapted from Collins & O'Brien, *The Greenwood Dictionary of Education*, 2011.) Examples of active learning are: cooperative learning activities, advance organizers, researching and reporting out, or other teaching strategies that foster participation and an understanding of the objectives.

Teacher teaches the objectives through a variety of methods.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Students are provided with activities from the textbook, specific to the content, but there is no attempt to use a variety of activities to support instructional outcomes and no attempt to differentiate tasks to address a variety of student needs/learning styles / multiple intelligences.</p> <p>Technology is not used as designed and not used as an instructional tool.</p>	<p>Attempts, but does not successfully use a variety of activities (e.g. modeling, visuals, hands-on activities, demonstrations, gestures, body language and thematic instruction) to support instructional outcomes and meet varied student needs/ learning styles / multiple intelligences.</p> <p>Technology is rarely included in the planning process to support instruction, and technology is not used on a regular basis as an instructional tool.</p>	<p>Uses a variety of activities (e.g. modeling, visuals, hands-on activities, demonstrations, gestures, body language and thematic instruction) to support the instructional outcomes and meet varied student needs/ learning styles / multiple intelligences.</p> <p>Technology is included in the planning process to support instruction, and technology is used on a regular basis as an instructional tool.</p>	<p>Successfully uses a variety of activities (e.g. modeling, visuals, hands-on activities, demonstrations, gestures, body language and thematic instruction) to support the instructional outcomes and meet varied student needs/ learning styles / multiple intelligences. The activities maximize student potential and most require significant cognitive challenge.</p> <p>Technology is woven into / serves as a foundational base in the planning process to support instruction, and technology is used on a common-place basis as an instructional tool.</p>	<p>Uses all of the characteristics of Level 4. In addition, continually seeks out new strategies to support instructional outcomes and cognitively challenge diverse learners. Willingly shares discoveries and successes with colleagues. Students are included in planning for methods of instructional delivery.</p>

Teacher provides clear instruction and direction.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Instruction, directions and procedures are not provided or are confusing. When instruction/directions are initially inaccurate or confusing to students, does not offer clarifying instruction or directions.</p> <p>Does not give students directions for transitions and does not plan for transitions.</p> <p>Spoken language is inaudible or written language is illegible. Spoken or written language contains errors of grammar or syntax. Vocabulary may be inappropriate, vague, or used incorrectly causing students to be confused.</p>	<p>When instruction, directions or procedures are inaccurate or initially confusing to students, teacher does not appropriately or successfully correct and clarify.</p> <p>Attempts to give students directions for transitions but does not plan for transitions.</p> <p>Spoken language is audible and written language is legible. Usage of both demonstrates many basic errors (mispronunciation, misspelled words, etc.). Vocabulary is correct, but limited, or is not appropriate to the students' ages or backgrounds.</p>	<p>Provides instruction, directions and procedures in a variety of delivery modes, e.g., verbal, modeling, visual, demonstration, etc., that are accurate, clearly stated / presented and relate to the learning objectives.</p> <p>Gives students directions for transitions and includes transitioning in the planning process to optimize academic learning time.</p> <p>Uses spoken and written language that is clear and correct, conforms to standard English, vocabulary, and is appropriate to students' ages and interests.</p>	<p>Provides instruction, directions and procedures in a variety of delivery modes that are accurate and clear. Teacher anticipates possible student misunderstanding and/or confusion and incorporates relevant clarifications in the initial directions and instructions.</p> <p>Gives clear directions for transitions between lessons and between instructional activities while optimizing academic learning time.</p> <p>Spoken and written language is clear and correct and conforms to standard English. Vocabulary is appropriate to the students' ages and interests. Teacher finds opportunities to extend students' vocabularies.</p>	<p>Uses all of the characteristics of Levels 3 and 4.</p> <p>Facilitates students in constructing their own understanding of how the directions relate to the learning objectives.</p> <p>Plans for smooth, structured transitions between lessons and instructional activities and gives clear, concise directions to accomplish same while optimizing academic learning time.</p> <p>Spoken and written language is correct and conforms to standard English. It is also expressive with well-chosen vocabulary that enriches the lesson and extends students' vocabularies. Teacher seizes opportunities to enhance learning by building vocabulary skills and experiences based on student interests or a spontaneous event.</p>

Teacher demonstrates / models the desired skill or process.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
Does not demonstrate or model the desired skill or process.	Demonstration or modeling of the desired skill or process is infrequent and unclear to students.	Provides demonstrations and modeling of the desired skill or process that are clear and precise to students.	Demonstrations are clear and precise to students with anticipation and preemptive action to avoid possible students' misunderstanding.	Demonstrations will match all characteristics of Level 4. Additionally, most students demonstrate the skill or process relating to the lesson's stated objective.

Teacher checks to determine if students are progressing toward stated objectives.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
Never moves around the room while students are working on guided practice.	Seldom moves around the room while students are working on guided practice to promote and reinforce students' progress toward the stated objectives. When movement happens it is to the same area of classroom.	When appropriate, moves to all areas of the room while students are working on guided practice to promote and reinforce students' progress toward the stated objectives.	Moves to all areas of the room with efficiency and effectiveness while students are working on guided practice to promote and reinforce students' progress toward the stated objectives. Makes eye contact with all students often.	Moves throughout the room to assure optimal instructional impact while students are working on guided practice to promote and reinforce students' progress toward the stated objectives. When a problem is observed reviews / re-teaches it to the whole class.
Never uses student response techniques to check for understanding.	Seldom uses student response techniques to check for understanding.	Uses different types of student response techniques, both individual / group. Uses student response techniques to check for understanding.	Routinely uses developmentally appropriate student response techniques to check for understanding.	Delivers upon all of performance category 4 and varied response techniques are used to receive immediate feedback to re-teach / review the concept(s) misinterpreted or not learned, while actively engaging all students.
Never uses feedback from students regarding their understanding.	Seldom uses feedback from students regarding their understanding.	Uses feedback from students regarding their understanding.	Immediately and adeptly uses immediate feedback concerning student's understanding.	
Never uses wait time after voicing a question to the students for the purpose of monitoring student understanding.	Seldom uses wait time after voicing a question to the students for the purpose of monitoring student understanding.	Uses wait time of 3-5 seconds (more for more complex questions) after voicing the question for the purpose of monitoring student understanding. Provides opportunity for students to formulate more thoughtful responses and allows time for the student to consider supporting evidence.	Routinely uses wait time of 3-5 seconds (additional time for more complex questions) after voicing the question for the purpose of monitoring student understanding. Provides opportunity for students to formulate more thoughtful responses and allows time for the student to consider supporting evidence. Re-phrases the question after hearing student response to probe for deeper understanding of concept utilizing appropriate wait time.	Delivers upon all of performance category 4 and is able to assess when question / wait time is no longer effective and employs a different strategy / technique.

Teacher changes instruction based on the results of monitoring.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Does not adjust instructional plan to meet the needs of students. Lesson pace is too fast or slow to accommodate for students' questions or interest.</p> <p>Does not assess mastery of the new learning to determine if independent practice or re-teaching is appropriate.</p> <p>There is no evidence that the teacher uses data from various assessments to modify instruction and guide intervention strategies.</p>	<p>Inconsistently monitors student involvement and makes some effort to adjust instructional plans to engage more students.</p> <p>Inconsistently assesses mastery of the new learning to determine if independent practice or re-teaching is appropriate without making adjustments as necessary.</p> <p>There is little evidence that data is used from various assessments to modify instruction and guide intervention strategies.</p>	<p>Consistently monitors student involvement and makes efforts to adjust instructional plans to engage more students.</p> <p>Assesses mastery of the new learning to determine if independent practice or re-teaching is appropriate and makes adjustments to lessons.</p> <p>Reviews data from assessments to modify instruction and guide intervention strategies.</p>	<p>Is aware of student participation and smoothly makes appropriate adjustments to the lesson successfully accommodating student questions or interests.</p> <p>Assesses mastery of the new learning using a variety of methods to determine if independent practice or re-teaching is appropriate and restructures lessons to address various learning needs.</p> <p>Uses data from various assessments to modify instruction and to determine what additional interventions can be implemented to assist students.</p>	<p>Is always aware of student participation and successfully engages all students in the lesson. Is able to successfully make adjustments to the lesson to accommodate student questions or interests.</p> <p>Assesses mastery of the new learning using a variety of methods to determine if independent practice or re-teaching is appropriate. Works with individual students or small groups to reteach. Uses peer tutoring to facilitate mastery of skills.</p> <p>Multiple classroom evaluations, assessments and formal State assessments provide ample and varied opportunity for all students to demonstrate their knowledge and skill set levels. Ongoing assessment is systematically used to modify instruction and guide intervention strategies.</p>

Teacher summarizes and fits into context what has been taught.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>The teacher rarely summarizes the main points of the instruction into the lesson. Students disengage at the end of the class with no teacher direction.</p> <p>Does not connect what is learned to prior learning and does not relate how the learning will be needed in the future.</p>	<p>The teacher does not consistently summarize the main points of the instruction into the lesson.</p> <p>Does not connect what is learned to prior learning and does not relate how the learning will be needed in the future.</p>	<p>Uses one or more closure strategies (e.g., summarizing, discussing main ideas or connections) to consolidate and solidify student learning and help students organize the information into a meaningful context.</p> <p>Connects what is learned to prior learning.</p>	<p>Uses one or more closure strategies (e.g., summarizing, discussing main ideas or connections) to consolidate and solidify student learning and help students organize the information into a meaningful context.</p> <p>Students summarize in a variety of ways and reflect on their own learning. Relates instruction to prior and future learning.</p>	<p>Uses one or more closure strategies (e.g., summarizing, discussing main ideas or connections) to consolidate and solidify student learning and help students organize the information into a meaningful context.</p> <p>Students connect the lesson to prior learning and articulate how learned skills can be used in the future. Linkages with real world situations are woven into the lessons.</p>

Effective development and use of modified assessments and curriculum for special education students and other students experiencing difficulties in learning.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Gives up, blames the student, or blames the student's home environment if the student has difficulty learning</p> <p>There is no evidence that the teacher is knowledgeable of the IEP or that the teacher modifies instruction for all students on an IEP regardless of student's learning goals.</p>	<p>When a student has difficulty learning, the teacher makes an ineffectual effort and quickly gives up or blames the student or the student's home environment.</p> <p>There is some evidence that the teacher is aware of the IEP; however, the IEP is not being used to guide instruction for the student.</p>	<p>Accepts responsibility for the success of all students</p> <p>Modifies assessments for special education student populations in alignment with the IEPs and for other students experiencing difficulties in learning as appropriate.</p> <p>Provides required feedback to student, roster teacher and/or parent.</p> <p>Assures that all students have access to current state standards/district curriculum.</p>	<p>When a student has difficulty learning, the teacher perseveres to identify effective approaches to reach the student, drawing on a broad repertoire of strategies.</p> <p>Modifies assessments for special student populations as appropriate and as indicated in any IEP, working with individual students to develop a mutually acceptable plan for "success."</p> <p>Provides frequent / timely feedback to student, teacher or parent.</p> <p>Assures that all students have access and modifications to current state standards /district curriculum.</p>	<p>Perseveres in seeking effective approaches for students who need help using an extensive repertoire of strategies and soliciting additional resources from the school and community. Maintains contact with the student to monitor and support the student's success even after the student has moved on to another class.</p> <p>Modifies assessments and curriculum for special student populations as appropriate and as indicated in any IEP (as relevant), working with individual students to develop a mutually acceptable plan for "success."</p> <p>Provides frequent/timely feedback to student, roster teacher and parent of the results of modifications on student progress and participates as a team member in recommending needed changes in modifications.</p> <p>The teacher consistently advocates for all special needs students to have direct access to current state standards/district curriculum.</p>

Uses Professional Growth as a Continuous Improvement Strategy

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
Does not participate in professional development that updates their content knowledge and professional practices.	Participates in a portion of the required minimum hours of professional development. The professional development does not update their content knowledge and current professional practices.	Participates in the required minimum hours of professional development updating their content knowledge and current professional practices.	Participates in the required hours of professional development and seeks additional training to update their content knowledge and professional practices beyond what is required.	In addition to participating in the required hours of prof. development and add'l training, the teacher makes a substantial contribution to the profession through activities such as, coaching and mentoring new teachers, training teachers in professional practices, making presentations, conducting action research, working towards Master Teacher Certification and/or writing articles for grade level, department level, internal / school-wide and/or external publication. Writings that could be used as "models" may include classroom newsletters, parent / community communications, etc.

Exhibits behaviors and efficiencies associated with professionalism.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
Exhibits documentable patterns of repeated inconsistent reliability-based behavior patterns as delineated in performance category 3 – Effective.	Exhibits inconsistent reliability-based behavior patterns as evidenced by flawed punctuality and dependability; not adhering to prescribed arrival and departure times; not following notification and reporting procedures for absences; not complying with reporting timelines and other time sensitive info./compliance requests.	Exhibits consistent reliability-based behavior patterns as evidenced by punctuality and dependability; adhering to prescribed arrival and departure times; following notification and reporting procedures for absences; complying with reporting timelines and other time sensitive info./compliance requests.	Exhibits highly consistent reliability-based behavior patterns as evidenced by punctuality and dependability; adhering to prescribed arrival and departure times; following notification and reporting procedures for absences; complying with reporting timelines and other time sensitive info./compliance requests.	Serves as a model and mentor exhibiting consistent reliability-based behavior patterns as evidenced by punctuality and dependability; adhering to prescribed arrival and departure times; following notification and reporting procedures for absences; complying with reporting timelines and other time sensitive info./compliance requests.

Effective Interactions and Collaboration with Stakeholders.

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
Provides minimal or no information to families and colleagues and makes no attempt to engage them in the educational program. Does not consult or collaborate with other staff members.	Appears to be inconsistent and inaccurate in providing information to families and colleagues and engaging them in the educational program. Plans and makes decisions assuming the result will be positive for everyone. Consults infrequently with other staff members.	Interacts with families and colleagues in a timely, consistent, positive and professional manner. Complies with school procedures for communicating with families and colleagues and makes an effort to engage them in the educational program. Collaborates appropriately and makes decisions that reflect genuine professional consideration.	Communicates frequently and sensitively with families and colleagues and engages them in the educational program. Maintains an open mind and participates in collaborative planning, reflection and decision making, respecting and considering the thoughts of colleagues.	Communicates consistently and sensitively with families and colleagues and uses diverse methods to engage them in the educational program and supports their participation. Communication is clearly understood by diverse stakeholders. Takes a leadership role in ensuring that all collaborative decisions, planning and reflection activities with colleagues are based on the highest professional standards. Seeks out the expertise and opinion of other professionals before considering collaborative decisions.

Exhibits Positive Leadership through Varied Involvements.

Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
Consistently declines becoming involved in school or district events when asked.	Avoids becoming involved in school or district events.	Agrees to participate in school or district events when asked.	Volunteers or eagerly accepts an invitation to substantially contribute to a school or district event.	Develops or leads important school or district events.
Impedes colleagues' efforts to share their knowledge or assume professional responsibility.	Makes no effort to assume professional responsibilities or share professional knowledge with colleagues in the school or district.	Finds ways to contribute to the profession and follows through.	Actively participates in assisting other educators in their growth as professionals.	Initiates important activities contributing to the profession, such as mentoring new teachers, writing articles for publication or making presentations.
Perpetuates biased, negative or disrespectful attitudes or practices in the school that impede the school's ability to serve all students.	Rarely contributes to the modification of school practices that would result in students being better served by the school.	Assumes a proactive role in addressing student needs.	Works within a team of colleagues to ensure that all students have a fair and equal opportunity to learn and succeed in school.	Leads others to challenge and reject biased, negative or disrespectful attitudes or practices in the school that impede the school's ability to serve all students.

**DUNCAN PUBLIC SCHOOLS
CERTIFIED SALARY SCHEDULE
2015-2016**

YEARS EXP	BACHELOR	BACHELORS NBC	MASTERS	MASTERS NBC	DOCTORATE	DOCTORATE NBC
0	\$ 32,600.00	\$ 32,600.00	\$ 33,800.00	\$ 33,800.00	\$ 35,000.00	\$ 35,000.00
1	\$ 32,975.00	\$ 32,975.00	\$ 34,175.00	\$ 34,175.00	\$ 35,375.00	\$ 35,375.00
2	\$ 33,350.00	\$ 33,350.00	\$ 34,550.00	\$ 34,550.00	\$ 35,750.00	\$ 35,750.00
3	\$ 33,725.00	\$ 33,725.00	\$ 34,925.00	\$ 34,925.00	\$ 36,125.00	\$ 36,125.00
4	\$ 34,100.00	\$ 34,100.00	\$ 35,300.00	\$ 35,300.00	\$ 36,500.00	\$ 36,500.00
5	\$ 34,500.00	\$ 34,500.00	\$ 35,700.00	\$ 35,700.00	\$ 36,900.00	\$ 36,900.00
6	\$ 34,900.00	\$ 34,900.00	\$ 36,100.00	\$ 36,100.00	\$ 37,300.00	\$ 37,300.00
7	\$ 35,300.00	\$ 35,300.00	\$ 36,500.00	\$ 36,500.00	\$ 37,700.00	\$ 37,700.00
8	\$ 35,700.00	\$ 35,700.00	\$ 36,900.00	\$ 36,900.00	\$ 38,100.00	\$ 38,100.00
9	\$ 36,100.00	\$ 36,100.00	\$ 37,300.00	\$ 37,300.00	\$ 38,500.00	\$ 38,500.00
10	\$ 36,950.00	\$ 36,950.00	\$ 38,575.00	\$ 38,575.00	\$ 40,625.00	\$ 40,625.00
11	\$ 37,375.00	\$ 37,375.00	\$ 39,000.00	\$ 39,000.00	\$ 41,050.00	\$ 41,050.00
12	\$ 37,800.00	\$ 37,800.00	\$ 39,425.00	\$ 39,425.00	\$ 41,475.00	\$ 41,475.00
13	\$ 38,225.00	\$ 38,225.00	\$ 39,850.00	\$ 39,850.00	\$ 41,900.00	\$ 41,900.00
14	\$ 38,650.00	\$ 38,650.00	\$ 40,275.00	\$ 40,275.00	\$ 42,325.00	\$ 42,325.00
15	\$ 39,075.00	\$ 39,075.00	\$ 40,700.00	\$ 40,700.00	\$ 42,750.00	\$ 42,750.00
16	\$ 39,500.00	\$ 39,500.00	\$ 41,125.00	\$ 41,125.00	\$ 43,175.00	\$ 43,175.00
17	\$ 39,925.00	\$ 39,925.00	\$ 41,550.00	\$ 41,550.00	\$ 43,600.00	\$ 43,600.00
18	\$ 40,350.00	\$ 40,350.00	\$ 41,975.00	\$ 41,975.00	\$ 44,025.00	\$ 44,025.00
19	\$ 40,775.00	\$ 40,775.00	\$ 42,400.00	\$ 42,400.00	\$ 44,450.00	\$ 44,450.00
20	\$ 41,200.00	\$ 41,200.00	\$ 42,825.00	\$ 42,825.00	\$ 44,875.00	\$ 44,875.00
21	\$ 41,625.00	\$ 41,625.00	\$ 43,250.00	\$ 43,250.00	\$ 45,300.00	\$ 45,300.00
22	\$ 42,050.00	\$ 42,050.00	\$ 43,675.00	\$ 43,675.00	\$ 45,725.00	\$ 45,725.00
23	\$ 42,475.00	\$ 42,475.00	\$ 44,100.00	\$ 44,100.00	\$ 46,150.00	\$ 46,150.00
24	\$ 42,900.00	\$ 42,900.00	\$ 44,525.00	\$ 44,525.00	\$ 46,575.00	\$ 46,575.00
25	\$ 43,325.00	\$ 43,325.00	\$ 44,950.00	\$ 44,950.00	\$ 47,000.00	\$ 47,000.00
26	\$ 43,750.00	\$ 43,750.00	\$ 45,375.00	\$ 45,375.00	\$ 47,425.00	\$ 47,425.00
27	\$ 44,175.00	\$ 44,175.00	\$ 45,800.00	\$ 45,800.00	\$ 47,850.00	\$ 47,850.00
28	\$ 44,600.00	\$ 44,600.00	\$ 46,225.00	\$ 46,225.00	\$ 48,275.00	\$ 48,275.00
29	\$ 45,025.00	\$ 45,025.00	\$ 46,650.00	\$ 46,650.00	\$ 48,700.00	\$ 48,700.00
30	\$ 45,450.00	\$ 45,450.00	\$ 47,075.00	\$ 47,075.00	\$ 49,125.00	\$ 49,125.00
31	\$ 45,875.00	\$ 45,875.00	\$ 47,500.00	\$ 47,500.00	\$ 49,550.00	\$ 49,550.00
32	\$ 46,300.00	\$ 46,300.00	\$ 47,925.00	\$ 47,925.00	\$ 49,975.00	\$ 49,975.00
33	\$ 46,725.00	\$ 46,725.00	\$ 48,350.00	\$ 48,350.00	\$ 50,400.00	\$ 50,400.00
34	\$ 47,150.00	\$ 47,150.00	\$ 48,775.00	\$ 48,775.00	\$ 50,825.00	\$ 50,825.00
35	\$ 47,575.00	\$ 47,575.00	\$ 49,200.00	\$ 49,200.00	\$ 51,250.00	\$ 51,250.00
36	\$ 48,000.00	\$ 48,000.00	\$ 49,625.00	\$ 49,625.00	\$ 51,675.00	\$ 51,675.00

Approved 8-17-15

APPENDIX E

Compensation for Extra-Duty Assignments

Note: "Extra-Duty Assignments will be defined as activities occurring outside the teacher's work day and that are not extensions of regular teaching assignments in an area separate and apart from the regular work day." Section V, Article 2.1

<u>Assignment</u>	<u>Compensation</u>
Site Technology Coordinator (Specialized Compensation)-----	\$1000
District Nursing (Specialized Compensation)-----	\$2500
District Staff Development Chairperson-----	\$1000
National Certification Clinical Speech Pathologist-----	\$5000
Elementary Building Site Web Master -----	\$ 500
High School Building Site Web Master -----	\$ 500
Middle School Building Site Web Master-----	\$ 500
Supervisor of Student Services/Technology-----	\$6100
District Textbook Coordinator -----	\$2500
Special Education Teachers Responsible for Preparation of Student Portfolios -----	\$1000
Speech Pathologists -----	\$1000
Licensed Professional Counselor -----	---(7.5% above base)
Enrichment Teachers:	
Elementary School (outside normal contract day)-----	\$ 400
Middle School -----	\$ 400
High School -----	\$ 400
High School Coordinator-----	\$ 600
Department Heads:	
Middle School -----	\$ 200
High School -----	\$ 400
Organization Sponsor(s):	
Middle School Student Council -----	\$ 375
High School Student Council -----	\$ 750
National Junior Honor Society -----	\$ 300
National Honor Society-----	\$ 750
Key Club-----	\$ 200
Multicultural Club-----	\$ 200
Business Club -----	\$ 200
Health Careers Club-----	\$ 200
National Forensic League-----	\$ 200
Students Against Destructive Decisions-----	\$ 200
Duncan High School Art Club -----	\$ 200
DECA -----	\$ 200
Middle School Spanish Club-----	\$ 200
Middle School Science Club-----	\$ 200

Middle School Yearbook/Newspaper (for 2 sponsors) -----	\$ 400
Middle School Computer Club-----	\$ 200
TIVY Middle School (for 2) -----	\$ 200 each
Middle School Chess Club -----	\$ 200
DHS Robotics Club-----	\$2200
DHS Robotics Club Assistant -----	\$1000
DMS Robotics Club -----	\$ 800
Assistant, DMS Robotics -----	\$ 400
Go Green – Sponsor (maximum of \$800) -----	\$ 200
High School Rotary -----	\$ 200

Band and Vocal Music

Band Assistant-----	\$3750
Middle School Band-----	\$4375
High School Band-----	\$7500
Color Guard/Winter Guard-----	\$2500
Jazz Band -----	\$1250
Percussion -----	\$2500
Middle School Percussion -----	\$1,250
Elementary School Vocal Music -----	\$ 500 per site
Middle School Vocal Music-----	\$2750
High School Vocal Music-----	\$4625
High School Vocal Music Assistant-----	\$3750

High School Vocational Teachers: Additional compensation for these positions will be determined by the agency providing the compensation.

Other:

High School Speech and Drama Coach-----	\$2500
Middle School Math Counts Coach-----	\$ 500
Middle School Assistant Math Counts Coach-----	\$ 250
High School Head Academics Coach-----	\$2200
High School Assistant Academics Coach-----	\$1000
Middle School Academics Coach-----	\$ 800
Middle School Assistant Academics Coach-----	\$ 400
Head Senior Class Sponsor(s)-----	\$ 600
Head Junior Class Sponsor(s)-----	\$ 750
Workers at athletic events (Gate, clock, score book, etc.)-----	will receive a flat rate
Monitor(s) for Afternoon School-----	\$ 12 per hour
Yearbook -----	\$2000
Newspaper-----	\$1750
“Best Buddies” Club Sponsor-----	\$ 750
Horace Mann FLL Robotics Club Stipend-----	\$ 200

Coaching:

Athletic Trainer----- \$12000

Baseball

Field Maintenance -----	\$1300
High School Head -----	\$5500
High School Head Assistant -----	\$3000
High School Assistant -----	\$2500

Middle School Head -----	\$2000
Middle School Assistant -----	\$1750
Basketball	
High School Head -----	\$7500
High School Head Assistant -----	\$4250
High School Assistant -----	\$3500
Head 9th Grade -----	\$2500
Middle School Head -----	\$2500
Middle School Assistant -----	\$1750
Cheerleading	
High School Head -----	\$4000
High School Assistant -----	\$3250
Head 9 th grade -----	\$1875
(This position will be terminated/eliminated with the removal, resignation, or retirement by the current employee who holds this position.)	
Middle School Head -----	\$2500
Pom Pon -----	\$3500
Cross Country	
High School Head -----	\$3750
High School Assistant -----	\$1875
(This position will be terminated/eliminated with the removal, resignation, or retirement by the current employee who holds this position.)	
Middle School Head -----	\$2000
Football	
High School Head -----	\$11000
High School Head Assistant -----	\$7750
High School Coordinator -----	\$5500
High School Assistant -----	\$4250
High School Assistant (9th Grade)-----	\$2500
Middle School Head -----	\$2500
Middle School Assistant -----	\$1750
Golf	
High School Head (Spring) -----	\$4000
High School Fall Golf -----	\$1000
(This position will be terminated/eliminated with the removal, resignation, or retirement by the current employee who holds this position.)	
High School Assistant –Boys-----	\$1000
High School Assistant – Girls-----	\$1000
Middle School Head -----	\$2000
Soccer	
High School Head -----	\$4000
High School Assistant -----	\$2000
Softball	
Field Maintenance -----	\$1300
High School Head -----	\$5500
High School Head Assistant -----	\$3000
High School Assistant -----	\$2500
Middle School Head -----	\$2000
Middle School Assistant -----	\$1750

Swimming

High School Head (\$2500 X 2 if boys & girls)-----	\$5000
High School Assistant (\$1500 X 2 if boys & girls)-----	\$3000

Tennis

High School Head -----	\$4000
High School Fall Tennis -----	\$2000
(This position will be terminated/eliminated with the removal, resignation, or retirement by the current employee who holds this position.)	
High School Assistant -----	\$2500
Middle School Head -----	\$2000

Track

High School Head -----	\$4000
High School Assistant -----	\$2500
Track Coordinator -----	\$1500
(This position will be terminated/eliminated with the removal, resignation, or retirement by the current employee who holds this position.)	
Middle School Head -----	\$2000
Middle School Assistant -----	\$1750

Volleyball

High School Head -----	\$4000
High School Assistant -----	\$2250
Middle School Head -----	\$2000
Middle School Assistant -----	\$1750
9 th Grade Volleyball -----	\$1875
(This position will be terminated/eliminated with the removal, resignation, or retirement by the current employee who holds this position.)	

Wrestling

High School Head -----	\$7500
High School Assistant -----	\$4250
Middle School Head -----	\$2000
Middle School Assistant -----	\$1750

Approved 8-14-13

If a new position is created, or if it becomes necessary to change the compensation of a position, the negotiating teams of the Association and the Board will negotiate said compensation.

School-sanctioned clubs, activities, and organizations approved and required by the Board will be considered for extra-duty compensation in accordance with negotiations procedures as outlined in the Negotiations Procedural Agreement of the District.

In the event that a sponsorship is assigned by administration, the teacher will be paid for the sponsorship.

An individual teacher who initiates and/or sponsor clubs, activities, and organizations not required by the Board, do so as a voluntary endeavor and will receive no compensation for such sponsorship.

BOARD POLICY
Family and Medical Leave

1. Reasons for Leave

Eligible employees may apply for this leave for the following reasons:

- A. In the event of a birth of a child of the employee, to take care of that child;
- B. In the event of placement of a child with the employee for adoption or care;
- C. In order to care for the spouse, a child, parent or legal dependent of the employee due to a serious health condition;
- D. In the event of a serious health condition of the employee that makes the employee unable to perform the functions of the employee's job.

2. Eligible Employees

An eligible employee is one who has been employed in the District for at least twelve months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

Leave requested under 1.A or 1.B must begin and end within twelve months of the birth or placement.

3. Nature of Leave

This leave is an unpaid leave, provided:

- A. For leave requested under 1.A, 1.B, or 1.C, the District may require the employee to substitute any accrued paid vacation, personal business or family leave provided by the District;
- B. For leave requested under 1.C or 1.D, the District may require or the employee may choose to substitute any accrued paid vacation, personal business, medical or sick leave provided by the District.

4. Procedures

a. An employee will apply for the leave by filling out the Family and Medical Leave Request Form located in the central office. Upon verification by the District, the leave requested will be granted, provided:

5. Verification

In the case of leave requested under 1.C or 1.D, the District retains the right to require verification by the appropriate health care provider. It is the responsibility of the requesting employee to provide a copy of such verifications for the District when requested.

Proper verification will state:

- A. Date on which the condition began;
- B. The probable duration of the condition;
- C. The medical opinion of the health care provider;
- E. For leave requested under 1.C, a statement that the employee is needed to care for the appropriate individual.
- F. For leave requested under 1.D, a statement that the employee is unable to

perform the functions of the position.

At District expense, the District may require the employee to obtain a second opinion of a health care provider designated or approved by the District.

If the two opinions differ, the District may require at District expense that the employee obtain a third opinion of a health care provider designated or approved jointly by the District and the employee. The opinion of the third health care provider will be final and binding.

6. Notice

Employees should apply for leave as soon as the employee is aware of the need for the leave.

In the case of birth or placement of a child, application should be made at least thirty days in advance of the day the leave is requested to begin.

In the case of a serious health condition as defined in 1.C or 1.D, if planned medical treatment is the basis for the leave, the employee should schedule the treatment in a manner that will not be disruptive to the efficient operation of the District. Application should be made at least thirty days before the date the leave is to begin or as soon as practicable.

Upon returning to work from the leave, the employee will be guaranteed either the same position previously held by the employee or an equivalent position. While on leave, the employee will suffer no loss in benefits, but neither will benefits accrue during the period the employee is on leave, except for coverage the District offers under a group health plan.

For leave requested under 1.D, the District requires appropriate certification that the employee is able to resume work.

If the employee fails to return to work and the reason is not a serious health condition or other circumstance beyond the employee's control, then the District may recover from the employee the premium paid for maintaining the employee's group health coverage during the leave.

The District may require certification that the employee is unable to return to work, either that the employee is unable to perform the functions of the position or that the employee is needed to care for a spouse, child, or parent.

INSTRUCTIONS

The Purpose of the grievance procedure is to facilitate free, easy, and effective communication between teachers and the administrative staff in order to secure, in good faith, equitable solutions to problems that may arise from time to time. Careful attention to contract requirements for a grievance and the proper procedure for completing a grievance form and the filing of same, as hereinafter detailed, will help to insure an expeditious and thorough consideration of each grievance.

Grievance Report Forms may be secured from school building offices and the Association officers, and should be filed at each level of the grievance procedure.

1. Each portion of the Grievance Report Form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved and what occurred.

Detailed information of the facts involved, the relevant contract provisions, board policies, or administrative regulations or practices, and the manner in which they are related are extremely important in order to provide a basis upon which a fair, thorough, and expeditious decision may be made.

2. Under Section B of the Grievance Report Form those relevant contract provisions, board policies, or administrative regulations or practices which the grievant contends have been violated, misinterpreted, or misapplied, should be specified.
3. Under Section C the grievant should state his/her claim by describing the manner in which the factual contention are related to the relevant contract provisions and how a violation, misinterpretation, or misapplication of the contract, board policies, or administrative regulations or practices has occurred.
4. Under Section D the grievant should specify the relief which he/she desires as a result of the grievance.

**GRIEVANCE REPORT FORM
DUNCAN PUBLIC SCHOOLS**

Name of Grievant Building Assignment Date Filed

Stage One

(Within 20 days from the time that employee becomes aware of the condition for the grievance)

A. Date cause of grievance occurred:

B. Statement of grievance:

C. Relief sought:

Signature of Grievant Date

(Building Principal will arrange a meeting within 5 days and provide his decision, in written form, within 2 days of the meeting.)

D. Principal's Response:

Signature of Principal

Date

Stage Two

(If not satisfied with the disposition of Stage I, or if no decision has been rendered within 5 days of the presentation of grievance)

A. Date received by Superintendent:

(Superintendent will arrange a meeting within 5 days of appeal and provide his decision, in written form, within 5 days of the meeting.)

B. Superintendent's Response:

Signature of Superintendent

Date

C. Position of grievant and/or Association:

Signature of Grievant or Assn. Rep. Date

Stage Three

(If not satisfied with the disposition of Stage II, or if no decision has been rendered within 10 days of the meeting with the Superintendent)

A. Date submitted to the Board: _____

(The Board will arrange for a hearing with the grievant or the Association to take place at the next regular and/or special Board meeting called for that purpose. No later than the next Board meeting after the conclusion of the hearing, the Board will provide its decision, together with the rationale for the decision, in writing to the grievant.)

B. Board's Response:

Date

Signature of Board President

**Note: All provisions of Section VII of the Negotiated Agreement dated _____.
20____ will be strictly observed in the settlement of grievances.

**DUNCAN PUBLIC SCHOOL
GRIEVANCE REPORT FORM**

PROCEDURE (2) (3) (4)
(Circle one to indicate level of Grievance)

Date Filed _____

Name of Grievant

Building

Assignment

A. Date of cause of grievance occurred:

B. Relevant contract provisions alleged to have been violated:

C. Statement of grievant's claim (statement of facts upon which grievance is based--
Use additional pages if necessary:

Relief desired:

Signature: _____ Date _____

+++++

Date received by appropriate administrator:

Signature: _____ Date: _____

