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Article I Recognition

The Board of Education of McCloud Public Schools (hereinafter called the Board) recognizes the McCloud Association of Classroom Teachers (hereinafter called the Association) as the exclusive bargaining representative for the certified professional educators currently under contract with McCloud Public Schools. Any person who does not desire to be represented by the Association may so state in writing to the Board.

Article II Contract Year

The contract year will be established by the Board of Education in accordance with State Law.

The Board shall establish the school calendar. In establishing the calendar the Board shall consider recommendations made by a committee as per Article IV, Section 6 of this contract. Recommendations from the committee shall be submitted to the Board prior to the March board meeting.

Article III Contract Day

The basic contract day for PreK-12 teachers shall be 7:50 a.m. to 3:20 p.m., on instructional days. Actual reporting and departing times shall be established by the building administrator. Any certified person who is enrolled in a college class(es) or professional training(s) may be excused before the end of the contract day to attend said class(es) or training(s) with the permission of the building principal, but not before the final class of the day has been properly dismissed.

Exceptions shall be made for necessary building principal-scheduled meetings which extend past the contract day. Regular staff meetings called by building principals between the dismissal of students and the end of the contract day shall be scheduled at the beginning of the school year. Such meetings will not normally exceed two (2) per month without the consent of the Association representatives and building principal.

In addition to the above regularly scheduled staff meetings, building principals may schedule necessary training sessions for Professional Development. Certified staff will have at least 48-hours notice of these sessions which may extend past the normal contract day, but only under extreme circumstances past the hour of 4:00 pm. Certified staff will not be required to stay past that time. Any teacher who is not able to attend such meetings due to unchangeable prior commitments will be responsible for contacting their building principal and obtaining the necessary training needed to fulfill their teaching obligations.

Any extra duty shall be in addition to the basic "day".

Article IV Association Rights

1. Right to join or not to join

All professional educators under regular contract with McCloud Public Schools have the right to join, participate in, and assist the Association, and the right to refrain from such activities. The Board and/or the Association shall not discriminate against persons regardless of membership or non-membership in any teacher organization.

2. Pertinent Information

Upon written request and by appointment, the Board will make accessible to the Association any compiled public information at its disposal. The Association will defray all expenses incurred in providing said information.

3. Building Use

The Association will be allowed to use school buildings with prior approval, as any other non-school organizations. The use of school facilities is to be in accordance with state law.

4. Mailboxes

The Association may use the teachers' mailboxes located within the school buildings for communications between the organization and membership.

5. Association Leave Days

A pool of fifteen (15) days shall be provided to the Association for the purpose of Association business. Written request for the days shall be made to the principals at least five (5) days in advance of the anticipated absence. The Association shall pay all substitute expenses incurred because of the absences.

6. Committees

Any committee required by this contract shall consist of not fewer than five (5) members. The administration and the Association shall have equal representation on all committees. If there is an odd numbered committee, the Superintendent and Association President(s) shall jointly choose the remaining member.

7. Class Action

The Association shall have the right to file a class action grievance when any alleged violation, misinterpretation, or misapplication of this Agreement affects ten (10) or more teachers from one (1) or more school sites. A class action grievance must state the alleged violation, misinterpretation, or misapplication of the Agreement and include the names of the teachers affected. One (1) Association spokesperson shall be designated to represent all teachers involved.

8. District Votes

All votes conducted by the administration shall be by secret ballot unless mutually agreed upon by both parties. To avoid duplication of ballots, teachers may be asked to sign a separate registration verifying that they were given the opportunity to vote.

Article V Grievance Procedure

1. Definitions

A. Grievance: A grievance is a complaint by a teacher indicating that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.

B. Grievant: The term "Grievant" shall mean the person or persons making the complaint.

C. Days: The term "days" shall mean working days of the teacher. Outside the contract year of the teacher, "days" shall mean the working days of the supervisor involved at the level that the grievance is being processed.

D. Parties in Interest: A party in interest is the person or persons making the complaint, any person required to take action on the complaint, or any person against whom any action might be taken to resolve the complaint.

E. Immediate Supervisor: An immediate supervisor is the person having direct evaluation responsibilities for the Grievant. All grievances must be initiated at either the building or central office level. Only certified administrators will evaluate the teaching personnel.

F. Notification by certified mail will be acceptable for proof of meeting the time lines as long as the dates of posting are within the time lines. For example, if the time lines call for a five (5) day response, the response will be acceptable if postmarked within the five (5) day period.

2. Procedure for filing a Grievance

A. Informal Resolution

1. A teacher with a grievance may first discuss it individually with the immediate supervisor within fifteen (15) days of the alleged violation, indicating the article and section alleged to be violated, with the objective of resolving the matter informally. No written record will be made.

2. Any teacher who does not wish to utilize the informal resolution procedure or whose grievance was not resolved in the informal discussion may file a written grievance with his or her immediate supervisor within fifteen (15) days of the alleged violation.

B. Formal Resolution

1. Level I

a. The Grievant shall submit a written grievance to his/her immediate supervisor within fifteen (15) days of the alleged violation with the specific article, section, and paragraph of this Agreement alleged to have been violated, stating the alleged violation specifically, and the specific remedy sought.

b. The immediate supervisor shall schedule and hold a meeting within five (5) days after receipt of the written grievance. Persons present at this meeting will be the Grievant, and if the Grievant so desires, a representative of his/her choosing, and the immediate supervisor, and if the immediate supervisor so desires, a person of his/her own choosing.

c. The immediate supervisor will transmit his/her written decision with the written reason within five (5) days after the Level I meeting to the Grievant.

2. Level II

a. If the Grievant is not satisfied with the Level I decision, he/she may submit a written appeal of the grievance to the Superintendent within five (5) days after the receipt of the Level I decision. A copy of the original grievance and the Level I response shall be filed with the appeal.

b. The Superintendent, or his/her designee, who shall act as a Hearing Officer, shall schedule and hold a hearing within five (5) days after the receipt of the appeal. Persons present at this hearing shall be the Grievant, a representative of his/her own choosing and witnesses, the immediate supervisor who rendered the decision at Level I, a representative of his/her own choosing and witnesses.

(1) The Superintendent or his/her designee shall limit his/her decision to the facts as presented by the parties in interest and the impact on or conflict with this Agreement.

(2) Within five (5) days after the hearing, the Superintendent or his/her designee shall transmit his/her decision in writing with reasons to the Grievant and the grievant's immediate supervisor.

3. Level III

a. If the Grievant is not satisfied with the decision rendered at Level II, he/she may submit a written appeal to the Board within five (5) days after receipt of the Level II decision. The written appeal shall be a specific statement of the basis for the appeal. A copy of the appeal shall be submitted to the person who acted as hearing officer at the Level II hearing.

Within five (5) days after submitting the written appeal, the Grievant and the hearing officer of the Level II appeal shall each submit to the Board a narrative together with the copies of any exhibits or documents introduced at the Level II hearing. Each party shall furnish the other party copies of all materials furnished to the Board as soon as they are available.

b. The Board of Education shall set a Level III hearing on the agenda of a regular scheduled Board meeting or may schedule a special meeting for the purpose of hearing the appeal if a regular meeting is not scheduled to be held within a reasonable time after receipt of the appeal and supporting material. Persons present at the hearing will be the Grievant and, if the Grievant desires, a representative of his/her choosing

and witnesses for the Grievant, the grievance's immediate supervisor and a representative of his/her own choosing and witnesses for the immediate supervisor. If the time limits are not met by the Grievant or the procedures followed as outlined in the Agreement, the grievance will not be considered.

(1) If the Association is not the representative of the Grievant, the Association representative shall have the right to be present at this hearing and shall be permitted to present the Association's views with respect to the grievance prior to the conclusion of the hearing.

(2) At the conclusion of the hearing, the Board shall give its decision by vote of the members present and shall transmit its decision in writing to the Grievant, the immediate supervisor, and the Association within five (5) days.

4. General Provisions

No reprisals of any kind will be taken by any party in interest because of his/her participation in any grievance procedure.

If the time limits are not met by the respondent, the Grievant shall have the right to appeal the complaint to the next level.

All complaints/grievances shall be presented and heard at all levels at the end of the contract day or at an earlier time convenient to both parties.

Article VI Reduction of Force

1. Determination of Need

1.1 When the Board determines it is necessary to reduce the total number of certificate and/or licensed employees in the bargaining unit, the student and program need of the district will be the primary criteria in establishing priorities for those to be released.

1.2 In the event of a reduction in force, efforts will be made to accomplish the necessary reduction by normal attrition, voluntary resignation, and/or voluntary retirement.

1.3 In implementing a reduction in force, the program to be eliminated will be determined by the Board first, and thereafter, the following procedures will be used to determine the teacher or teachers to be terminated as a result thereof.

1.4 In the event a displaced teacher occupies an extra duty assignment which is not part of their teaching assignment, volunteers will be sought among the existing teaching staff to assume the extra duty assignment. If no volunteers are found, the teacher displacing the teacher with extra duty assignment will assume the extra duty assignment.

2. Non-renewal and Displacement Sequences

2.1 The primary basis that will be used in determining which teachers to retain in the affected position(s) will be the composite evaluation rating of the teachers holding such positions as measured by the District's Teacher and Leader Effectiveness System (TLE) for each year in which the TLE has been fully implemented.

If the composite ratings of the teachers in the affected positions are the same, then the following, **in this order**, shall be considered:

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

2.2 Bumping Rights

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

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

If the composite ratings of the teachers in the affected positions are the same then the following, **in this order**, shall control bumping.

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

3. Recall

3.1 Teachers who are released because of reduction in force, and who have maintained an overall rating of at least effective on the TLE from the previous year, will have priority for a period of one (1) year from the date in which the reduction occurred, to fill subsequent vacancies in positions for which they are certified or qualified. Teachers will be offered employment in reverse order of release according to the provisions of this policy.

3.2 Throughout the calendar year of the reduction, released teachers, who have maintained an overall rating of at least effective on the TLE from the previous year, will be placed on a recall list. Teachers on this recall list will be notified by certified mail of position vacancies for which they have priority. A teacher shall remain on the recall list unless the teacher:

1. Does not accept a position within (10) days from the mailing of notice of vacancy as provided above; or
2. Waives recall in writing; or
3. Resigns; or
4. Refuses to accept a position for which he/she was qualified and was offered to him/her by the district.

3.3 It shall be the teacher's responsibility to see the district has his/her current address on file and that the address will be used for all purposes.

All rules and procedures set forth here will be in keeping with state law regarding Reduction of Force. If any conflict exists between this Agreement and state law, the items in dispute will be superseded by state law.

Article VII Separability

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

Article VIII Teacher Compensation

All full time teachers under contract with the McLoud School District shall be paid based upon the compensation schedule which is **Attachment A**, according to their years of experience, degree, and graduate college hours as indicated on an official transcript.

All full time employees working for the McLoud School District are eligible to enroll in the school-endorsed health insurance program as described in that health insurance program's guidelines.

In order to provide for those certified employees that have shown outstanding loyalty to the McLoud School District by serving as employees for over fifteen (15) years, the Board will award a benefit equal to the total teacher retirement benefits as shown on the Compensation Schedule. The benefit will be the sum of the District Paid TR column and the State Contribution TR (SB776) column. Qualifications for this benefit are as follows:

1. A certified employee will have completed 25 years of total experience as an employee at the time of application.
2. A certified employee will have completed 15 years of total service to the McLoud School district at the time of application.
3. An employee will qualify as a member of the Oklahoma Teacher's Retirement Systems and will qualify for retirement at the end of the three (3) year period.
4. If the teacher fails to retire, it is understood that this will only be given for a total of three (3) years, and at the end of that three (3) year time limit, the Board has the right to adjust salaries to reflect the end of that payment.
5. An employee must request, on a district provided form, to be enrolled in this program and said form must be submitted between **April 15 and April 30 of the school year before** which enrollment in the program is requested (e.g.: If the program is to begin in the 16/17 school year, enrollment must occur between April 15 and April 30 of the 15/16 school year).
6. An employee must meet all of the provisions listed above and agree to abide by these guidelines, or their request for participation may be denied by the Board.

The possibility of stipends, based upon availability of funds, will be revisited during the first semester of the school year.

Article IX Method of Payment

Teachers shall be paid on the 20th day of each month, commencing the first month of the school year and continuing through the last month of the school year, as is legally acceptable. With the exception of extra duty payroll warrants, teachers will be paid in twelve (12) payroll warrants beginning the first month of the school year, but will be paid no more than (1) payroll warrant each month, except upon retirement or resignation from the District. Teachers who have extra duties may choose to receive their compensation on a monthly or biannual basis.

Article X Leaves

Section 1: Sick Leave

A. Definition

Sick leave is interpreted as the time when sickness keeps a teacher from being present for his/her regular

classroom work because of illness, accidental injury, or pregnancy of the teacher or a member of the immediate family. Immediate family shall be defined as spouse, children or dependent individuals living in the home, mother, father, mother-in-law, father-in-law, or grandparents. Other family members may be considered by the building administrator in the use of sick leave in the event that individual is seriously ill and requires the attention of the teacher. It should be understood that after exhausting sick leave, a teacher may use up to twenty days of additional leave by paying the cost of a certified substitute. The law states that those additional 20 days are for PERSONAL illness, injury, or pregnancy.

B. Provisions

Immediate notification of the need for sick leave shall be made to the supervisor. If for any reason the Board and/or the Superintendent or the supervisor feels there is an abuse of sick leave, they may require a statement of illness from a doctor to justify granting of sick leave. On the first day of the contract year, each teacher shall be credited with ten (10) days of sick leave. Unused sick leave shall be cumulative up to a total of one hundred (100) days.

C. Sick Leave Bank

In case of a catastrophic illness, when a member of the bargaining unit has exhausted his/her sick leave days and the twenty (20) days as stipulated under the article on sick leave, the teacher may request additional days from the bargaining unit. Upon mutual consent of the president(s) of the bargaining unit and superintendent to grant access to the sick leave bank, no activation of a committee will be necessary. Otherwise, the request will be referred to a committee developed as per contractual agreement. Upon approval, certified staff will be notified of the need to donate days to the affected teacher. Certified staff in the system will have two (2) weeks to express the intent to contribute days. Certified staff who desire to contribute days must have more than twenty (20) days accumulated before being allowed to contribute and may not reduce their accumulated days below twenty (20) with the contribution. All records of donations will be anonymous. Days donated may not be accumulated for use in future events of need by the affected teacher and may not be forwarded to the next contract year when unused at the end of a contract year. Unused days will be returned to the donating certified staff on an equitable basis which is mutually agreed to by the president(s) of the bargaining unit and the superintendent. Bargaining unit members may volunteer day(s) to be subtracted from his/her sick leave and added to said teacher's sick leave.

D. Reimbursement for Unused Sick Leave

Teachers with more than seventy (70) days accumulation may sell extra days over seventy (70) back to the district at the rate of \$35 per day. The Superintendent must be notified in writing between **April 15 and April 30** of the desire to sell days back to the district. The days between seventy (70) and one hundred (100) that are sold back to the district will not be available for the teacher to use.

E. Sick Leave Reimbursement for Retiring Teachers

Upon the retirement of each teacher, the district will buy back all accumulated sick leave days based upon the following schedule: **If the district is notified in writing by December 1st, the rate will be \$35 per day. If notified by April 1st, the rate will be \$25 per day. If after April 1st, there will be no reimbursement of accumulated sick days.**

All unused sick leave days accumulated by a teacher, whether sold back to the district or not, are applicable toward use with the Teacher Retirement System.

F. Teachers Assisting as Substitute Teachers

Due to the unavailability of substitutes, whenever the building principal finds it necessary to distribute an absent teacher's class among other teachers' classes or asks a teacher to voluntarily give up their planning period to cover an absent teacher's class, the affected teacher shall be compensated according to the following criteria:

At the PreK-6 level, the affected teacher will be paid proportionally the prevailing certified substitute's daily wage (e.g., 1/4 of a class equals 1/4 of substitute's pay); at the 7-12 level, the affected teacher will be paid 1/7 of a prevailing certified substitute's daily pay for each period covered.

Each site will be granted the equivalent of one (1) paid substitute per certified personnel per semester. These substitutes may be used in accordance with the existing language of this section.

In the event teachers trade substitutions, with the building principal's approval, no leave will be charged and no compensation will be claimed. This trading of substitutions shall not exceed $\frac{1}{4}$ of the class day or 2 periods at the secondary level.

G. Sick Leave Incentive

Any certified employee not using a day of sick leave and no more than one personal day during a semester, excluding donations to the sick leave bank, shall receive a \$250 incentive.

2. Personal Business Leave

Personal business leave shall be in accordance with the School Laws of the State of Oklahoma. A maximum of Five (5) personal business leave days per annum shall be granted upon teacher request and notification of the building principal: three (3) days personal business leave with no monetary charge to the teacher for the substitute and a maximum of two (2) additional days of personal business leave when the teacher requests said leave and agrees to pay for his/her substitute at a certified rate. An additional paid personal day shall be earned by a teacher who has not used any sick leave during the previous year. If a request for personal business leave creates an understaffing which is detrimental to the learning environment, leave shall be granted on a first come/first serve basis to be determined by the date on the leave request.

Teachers with less than one hundred (100) days of accrued sick leave may be allowed to transfer any unused, district paid personal business leave to their sick leave account until they have reached the maximum of one hundred (100) days. These days of district paid personal business leave may be transferred to their sick leave account at no cost to the teacher and shall occur by the end of the current school year. The remaining two (2) days of personal business leave may be transferred to their sick leave account by paying the prevailing non-certified daily substitute rate to the district at the time of the notification. All unused personal leave that is transferred to sick leave may be applicable to the Teacher Retirement System.

3. Bereavement Leave

Bereavement leave shall consist of five (5) calendar days leave in case of death of the immediate family (spouse, children, parents, brothers, sisters, grandparents, grandchildren, fathers-in-law and mothers-in-law) without the loss of pay. Bereavement leave at three (3) calendar days shall be available in case of death of aunts, uncles, cousins, nieces, nephews, greats and step relatives, without loss of pay. However, no bereavement leave shall be for other than kindred. Total bereavement leave shall not exceed five days per school year unless additional days are approved by the building principal or Superintendent for unusual circumstances, and/or teachers shall be allowed to use accrued personal business leave or sick leave in accordance with the guidelines as set forth above.

4. Civic Duty/Jury Duty Leave

Civic duty/jury duty leave shall be in accordance with the School Laws of the State of Oklahoma provided that any pay received by teachers for such duty shall be turned over to the district. Travel expense money paid by the court shall be retained by the teachers. Teachers will receive regular school salary.

Court appearances not related to jury duty or official school business shall not be considered as leave by the Board. Examples of district related court appearances include: civil suits against the district, civil suits against personnel of the district, child abuse cases, school liability cases, and school criminal cases.

5. Military Leave

Military leave shall be in accordance with the School Laws of the State of Oklahoma.

6. Leave of Absence

Career teachers, upon application to and with prior approval by the Board, may be granted a leave of absence for one year without pay. Leave would include, but not limited to, completion of higher degree levels, participation in teacher exchange programs, or other endeavors, with prior Board approval, to improve professional performance in an educational field.

Request for such leave shall be filed with the Superintendent on or before April 1, prior to the beginning of the school year in which the teacher wishes to return. Teachers who have been granted leave of absence will return with tenured status and accrued sick leave intact (as it was at their departure) provided all requirements of this article have been met.

7. Professional Leave

A teacher may request district approval to receive professional days to attend state or national conventions relating to their field of teaching. The district will assist in this form of professional development by providing a substitute for the days missed from class. Request will be made in writing to the Superintendent for approval. In the event that the Superintendent does not approve the request, application may be made with the Board. When a teacher is requested to attend by the District, all expenses will be paid by the District.

8. Family and Medical Leave

A. Reasons for Leave

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

1. In the event of a birth of a child of the employee, to take care of that child;
2. In the event of placement of a child with the employee for adoption or foster care;
3. In order to care for the spouse, a child or parent of the employee due to a serious health condition;
4. 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.

B. Eligible Employees

An eligible employee is one who has worked in the District for at least twelve (12) months and/or 1,250 hours.

Leave requested under A must begin and end within twelve (12) months of the birth or placement.

Employees may take up to twelve (12) weeks in any twelve (12) month period for leave covered under this policy.

C. Nature of Leave

This leave is an unpaid leave, provided:

1. For leave requested under A, the District may require the employee to substitute any accrued paid vacation, personal business or family leave provided by the District;
2. For leave requested under A, 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.

D. Procedures

An employee shall 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 shall be granted, provided:

E. Verification

In the case of leave requested under A, the District retains the right to require certification by the appropriate health care provider. It is the responsibility of the requesting employee to provide the copy of such verifications to the District when requested. Proper verification shall state:

1. Date on which the condition began;
2. The probable duration of the condition;
3. The medical opinion of the health care provider;
4. For leave requested under A, a statement that the employee is needed to care for the appropriate individual;
5. For leave requested under A, 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 shall be final and binding.

F. 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 (30) days in advance of the day the leave is requested to begin.

In the case of a serious health condition as defined in A, 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, if possible, thirty (30) days before the date leave is to begin.

G. Return to Work

Upon returning to work from the leave, the employee shall be guaranteed either the same position previously held by the employee or an equivalent position. While on leave, the employee shall suffer no loss in benefits, but neither shall 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 A, 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.

Article XI Procedure for Evaluation of Certified School Personnel

1. Statement of Purpose

The purpose of teacher evaluations in the District is to improve the quality of instruction. In seeking this goal, two primary objectives are acknowledged. First, the observation and evaluation of teacher performance is intended to identify the teacher’s strengths and weaknesses, to agree upon strategies for reinforcing strengths and remediating weaknesses, and to follow through on the steps designed to improve the teacher’s performance. The second objective of evaluation is to provide a rational basis for administrative decisions regarding continued employment.

2. Frequency of Evaluation

During August meeting for teachers	Orientation to the evaluation procedure
Prior to November 15	First formal evaluation completed for teachers with less than three years of continuous service to the District (probationary teachers)
Prior to February 10	Second formal evaluation completed for teachers with less than three years of continuous service to the District (probationary teachers)
Prior to April 10	Evaluation process completed for Teachers with three consecutive complete school years or more of satisfactory service in the District (career teachers)
Within two (2) months of an evaluation	If admonished, the teacher must make improvement during this time
On or before April 10	Teachers must be notified of renewal of contract
Within ten (10) days of dismissal or nonrenewal notice	The teacher must notify the Board Clerk if he/she wants a hearing before the Board according to statutory procedures
On or before April 25	Teachers must notify the Board in writing of resignation

If the first observation for a career teacher results in a Personal Development Plan (PDP), the deadline for the evaluation is January 30.

If the second observation for a career teacher results in a PDP, there must be an evaluation prior to March 15.

If a teacher requests a third observation promptly after the second observation, the evaluator must conduct a third observation prior to the evaluation. See Section 5 of the Tulsa Model TLE Handbook for more details.

Every probationary teacher will be evaluated at least once on or before November 15 and at least once on or before February 10 each year. Career teachers receiving a “superior” or “highly effective” rating under the TLE may be evaluated once every two (2) years.

The deadlines for observations and evaluations may be altered with respect to teachers who are hired after the beginning of the year, e.g. those teachers who have been at the school for 20 instructional days or less,

or a reassigned teacher with the written consent of the relevant teacher. A new or reassigned teacher will be notified by the appropriate supervision of the evaluation procedures in effect. Such notifications will be within two (2) weeks of the first day of the new assignment.

3. Method of Evaluation

The evaluator is to complete the CONFIDENTIAL EVALUATION by rating the teacher's performance on the agreed upon Evaluation Forms attached to this document as Attachment B. Each "Ineffective" and/or "Needs Improvement" rating requires that the evaluator complete a Personal Development Plan, specifying what the teacher should do to overcome that particular inadequacy.

The Personal Development Plan form is intended primarily to supplement the CONFIDENTIAL EVALUATION, as described above. However, if the evaluator observes a single area of ineffective or needs improvement performance that needs immediate correction, the Personal Development Plan may be used to cite the deficiency and give instructions for correcting the problem. Administrators are encouraged, as the performance issues may dictate, to meet informally with a teacher before issuing a Personal Development Plan. Personal Development Plans are covered in Section 7 of the Tulsa Model TLE Handbook.

4. Personnel Affected

This provision shall apply to all regular employees defined by law as teachers.

Teachers on temporary contracts shall be subject to evaluation, but shall not be afforded "job rights" unless otherwise specified by state law.

5. Procedure for Evaluation

A designated certified administrator who has completed the evaluation certification training shall conduct observations and evaluations. The evaluator who begins the observation process should see the assessment of the teacher's proficiency to completion through the issuance of an evaluation, including Professional Development Plans if applicable. Every evaluation must be supported by at least two observations in addition to the evaluator's overall assessment of the teacher's performance. Each observation must be followed by an observation conference held no more than five (5) instructional days from the date of the observation before the evaluator completes an evaluation form. Observations shall not be conducted on the day immediately following any extended break in the instructional calendar year (whether scheduled or unexpected). There must be at least ten (10) instructional days between an observation and the last observation conference. Evaluators are not limited in the number of observations they may conduct.

Any complaint made against a teacher by a parent, student, or other person which may be used in any manner in evaluating the teacher will be called to the attention of the teacher, and the teacher will be afforded the opportunity to answer or rebut the complaint.

The evaluation process will be conducted with the full knowledge of the teacher and will not unduly interfere with the normal teaching-learning process. All evaluations shall be made by a qualified and certified administrator. Video or audio systems will not be used in the formal observation process without prior approval of the teacher in question.

(See Attachment B)

Formal observations are at the discretion of the evaluator. Prior to a formal observation each year, the principal will schedule a pre-evaluation conference with the teacher. The information on the observation form should describe evidence gathered from observations of the teacher's classroom performance and other factors that quantify the impact of the educator, up to, and including, the date indicated on the observation form. A teacher may request a formal observation. Prior to a requested formal evaluation, a teacher may request a conference.

The evaluator will take into consideration unusual circumstances such as an assignment outside the teacher's area of preparation, large numbers of exceptional children, large classes, poorly equipped teaching environments, etc. in determining performance standards with all teachers being evaluated in a fair and equitable manner.

Evaluation reports will be completed on an approved evaluation form and be followed by a conference between the evaluator and teacher. No evaluation of any teacher's classroom performance shall be completed and filed unless and until the evaluating administrator shall have observed the teacher at work at least two (2) times, or three (3) times if the teacher shall promptly after the second observation request that he be observed again. No teacher shall receive adverse comments from any observer in the presence of pupils. (The principal will make every reasonable effort to insure that teachers given a Professional Development Plan will have an opportunity to include a written rebuttal before the Board meeting that is held to re-hire teaching personnel.) Each teacher shall be given a copy of any written evaluation report intended for his file and shall have the opportunity to discuss such report with the evaluating administrator. After such discussion, the teacher shall sign the report, indicating only that he has read and discussed the evaluation. The teacher's signature does not indicate agreement with the report. The teacher shall have the right to place in his file a response/rebuttal to any written evaluation within 2 weeks (14 calendar days) of receipt of the evaluation. The response/rebuttal shall be attached to the written evaluation. This response/rebuttal shall be submitted by the teacher to the evaluator and signed by the person making the original evaluation, as an acknowledgement that it has been called to his/her attention.

If a Professional Development Plan is written as a result of an observation, the evaluator must complete an additional observation (in addition to the two standard observations) to confirm that progress is made on the targeted indicator.

If a teacher feels his/her evaluation is inaccurate, he/she may request, in the teacher response section of the evaluation tool, to discuss the evaluation with the next highest administrator in the chain of command. That administrator may request an additional evaluation.

In considering the admonishment of a teacher, the administration will normally discuss the matter individually with the teacher within five (5) days of the alleged violation with the objective of resolving the matter informally. No written record will be made. If an informal conference does not resolve the issue, a written admonishment may occur. In the event that the violation is serious enough to require immediate admonishment, the informal discussion will be waived and a notice of admonishment will be issued.

When necessary to admonish a teacher for a reason that may lead to non-re-employment or to dismissal, the principal will bring the matter to the attention of the teacher, in writing, and make a reasonable effort to assist the teacher in correcting whatever appears to be the cause for potential dismissal or non-re-employment, allowing a reasonable time for improvement, which shall not exceed two (2) months. Assistance will be noted in writing on the Professional Development Plan and initialed copies will be retained by both parties. Items that are grounds for dismissal and are not mentioned in subsequent evaluations will be interpreted to mean improvement has been made.

6. Procedure for Filing

The evaluation report and Personal Development Plan, if one is developed, will be filed in the teacher's personnel file. This file is confidential and access to such records shall comply with state law and federal privacy acts. A teacher may reproduce any of the contents of his or her file.

A. Each teacher's personnel file may contain only the following materials:

1. Teacher Certificate(s)
2. Required materials as listed in the District Policy Handbook
3. Honors and/or recognition(s)
4. Copies of official evaluation instruments, including supporting documents
5. Any materials as mandated by law or the State Department of Education
6. If needed, any plan(s) for improvement, responses, and rebuttals by the teacher
7. Copies of any official personnel actions and responses and plan(s) for improvement

B. Non-required material which is in a teacher's personnel file may be purged from the file after it has been in the file three (3) years or more if the teacher requests that the material be removed.

The Board or its administrative representative(s), including principals, will not establish or maintain any separate personnel file which is not available for the teacher's inspection. The official teacher personnel file will be maintained at the Central Office.

7. Provisions for Amendments

The procedures, criteria, instruments, and process of evaluation shall be subject to review and appraisal as required by law and the negotiations process. Any legislative act, State Department ruling, or court decision which makes any part of this provision unlawful will in no way invalidate the rest of this provision.

8. Detailed Specifics of the Observation and Evaluation Process

The Principals' TLE Observation & Evaluation System Handbook 2011-2012 and the Rubric/Observation Forms delineate the specific steps, timelines and processes that operationalize the Rubric/Observation/Processes and Feedback/Support components. These processes include the Personal Development Plan Process/Form and the intensive 2-month feedback and support process which complements and follows the Personal Development Plan for select staff members.

The Principals' TLE Observation & Evaluation System Handbook 2011-2012 and the Rubric/Observation Forms (identified as "process" components, e.g., Sections 2 through 8) are a part of the Master Contract and subject to the negotiation's process. Said documents are incorporated by reference and will be available in the Teacher's Faculty Handbook.

Changes, additions and/or deletions to the Principals' TLE Observation & Evaluation System Handbook 2011-2012 and the Rubric/Observation Forms shall follow the established procedures of agreed upon Memorandum of Understanding in process, format and design. If such changes, additions and/or deletions occur during the term of this Contract date/time, identified errata documentation will be attached to the Principals' TLE Observation & Evaluation System Handbook 2011-2012.

Causes for Dismissal or Nonrenewal of Teachers

Dismissal and nonrenewal of teachers shall be as provided by law.

9. Right to Representation

9.1 Teachers shall have the right to have a representative of their own choosing present whenever attending a conference with an administrator during which the teacher is receiving any disciplinary action.

9.2 If while attending a non-disciplinary conference, it is determined that a teacher is to receive disciplinary action, the teacher may ask that the conference be rescheduled in order for the teacher to secure a representative.

9.3 If a teacher requests a conference with an administrator, he/she has the right to representation of his/her choice. The administrator also has the right to representation in such cases.

Article XII Discipline Procedure

The Superintendent, principals and teachers shall determine the discipline procedure in the McCloud School System, and it shall be in accordance with state law. Teachers are expected to handle most discipline problems in the classrooms. When a child must be disciplined in the classrooms, the teacher will file with the principal a report listing the offense committed by the student and explain how it is in violation of the regulations of the school and/or the classroom teacher. The teacher will file a report on the disciplinary action taken as well as a plan for improvement of the student's behavior on significant infractions of the discipline policy. *Significant* shall be defined as unacceptable behavior. Teachers may refer students to the principal for disciplinary action. When doing so, the teacher will summarize all disciplinary action administered in the classroom.

The principal or his/her designee will study the background materials and then take the disciplinary action that he/she feels is appropriate. The principal will notify the teacher making the referral of his/her action within five (5) school days.

Article XIII Curriculum and Classroom Management

As outlined by the State Department of Education, the school district shall establish a committee to develop a six (6) year school improvement plan.

To enhance the work of the six (6) year school improvement plan, a separate, independent standing committee will be appointed. This committee shall be chaired by the superintendent or his/her designee. This committee will examine all phases of this school's curriculum and policy, for the purpose of developing a recommendation to the Board to unify the curriculum for grades PreK-12, with a consistent plan for education and advancement.

This standing committee shall be in place and actively involved within thirty (30) days after ratification of this Agreement. This committee will develop a unified plan of action and report its recommendation(s) to the Board before the end of the school year.

In selecting materials and equipment to be used in the instruction process, the Board and administration will consider the recommendation made by the teachers and the Association.

The Board agrees to comply with current state law, State Department of Education regulations, and exceptions dealing with maximum class size.

Article XIV Lunch Period

The administration will provide at least thirty (30) consecutive minutes per day for lunch period for all teachers. Individual teachers or groups of teachers may make arrangements with their supervisor that still leaves an average of 30 minutes daily.

Teachers will recognize that upon occasion, not to exceed fifteen (15) days per school year, extraordinary circumstances may arise that will necessitate the forfeiture of no more than fifteen (15) minutes of their lunch period. The above provision will be applied in a good faith manner.

Article XV Planning Period

The administration will provide at least forty-five (45) consecutive minutes per day for planning period for elementary teachers, and one (1) class period per day for other teachers, between the time the first period of the day begins and the time the last period of the day ends. The lunch period will not be considered as any part of the planning period.

Teachers will recognize that upon occasion extraordinary circumstances may arise that will necessitate forfeiture of their planning period. The above provision will be applied in a good faith manner. Failure to comply with good faith provisions will provide the teacher with the opportunity to utilize the grievance procedure.

Article XVI Safe and Healthful Environment

It is the intent of the Board to provide safe and healthful conditions at each worksite in compliance with applicable statutes and regulations.

It shall be the responsibility of each teacher to submit to his/her supervisor, on a maintenance report form, any unsafe or unhealthy condition that exists. A written summary of action taken will be provided, within ten (10) working days, to the reporting teacher.

Article XVII Extra Duty Compensation

Non-paid volunteers will be sought for extra-duty assignments prior to seeking paid participants for the position of gate attendant, concession stand attendant, timekeeper, and bookkeeper. In the event paid personnel are used, all qualified employees, as determined by administration will be considered if they are interested. If paid personnel are used, they shall be compensated for such services at \$10 per hour with a minimum of \$30 for each time of such service.

In regard to extra-duty other than those above: All vacant extra-duty positions shall be posted for a minimum of ten (10) days. The building principal shall send copies of each available extra-duty position to each building site to be posted. All teachers qualified to serve as sponsors, coaches, directors, etc., may apply. Those teachers who serve in such capacities shall have their compensation reviewed annually by the Board. Those teachers shall receive their compensation on a monthly or biannual basis to be included with their regular paycheck.

The administration will provide a complete list of all extra duty positions and the salaries that are paid by the district for these responsibilities and shall include this schedule as **Attachment E** of the contract.

Article XVIII Faculty Handbook

The administration must provide each teacher with a faculty handbook. It shall include such items that pertain to the working conditions for certified personnel. This would include items from the Board policy manual, the teachers' Master Contract, sample forms used by the district, and other information pertinent to a teacher's employment. A committee will examine the Faculty Handbook each year for the purpose of review. The committee will be established as per Article IV. If there is a conflict between the handbook and Board policy, Board policy will rule.

Article XIX Transfers and/or Reassignments

The Superintendent shall deliver two (2) copies of a list of known vacancies to each building principal (within a reasonable amount of time) -- one (1) to post and one (1) to be given to the Association President(s). Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the respective building principal and the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school to which the teacher desires to be transferred, in order of preference. A written acknowledgment of this transfer request and of any decision on this request will be made by the administrator within 20 days of such request.

In determination of requests for reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and the best interests of the students and school system. The following criteria will be considered in the determination of transfers and/or reassignments:

1. Certification: Standard, then Provisional, then Temporary.
2. Seniority: Continuous teaching experience in the district.
3. Academic Degrees: Doctorate, then Masters, then Bachelors.
4. Current year's evaluation.
5. Recommendations of principal and/or Superintendent.

Each teacher being reassigned at the end of the school year will at that time be given a written notification and rationale for the change in teaching assignment outside of their major teaching field for the next term. When changes must be made after the completion of the previous school year, if possible, a written notification and rationale for such change in teaching assignment outside of their major teaching field will be given to the affected teacher(s) at least thirty (30) days prior to the start of that assignment.

Article XX Learning Environment

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 shall 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. The teacher will be informed of the administrative action within five (5) school days. All such determinations shall be in compliance with local board policy, state and federal statutes, rules and regulations.

Article XXI Duration

Any changes, modification, or amendment to the articles of the Agreement must be mutually agreed to by the McLoud Association of Classroom Teachers and the McLoud Board of Education. All terms, conditions, and articles of this Agreement shall remain in full force and effect until changes by mutual consent of both parties, or until the McLoud Association of Classroom Teachers does not hold a majority of its organization cards.

Following the ratification of the negotiated contract each year, it shall be the responsibility of the MACT to provide the necessary labor to revise, print, and assemble the new contract. The Board shall provide the necessary materials and shall allow the Association to use necessary district-owned equipment to print the contract.

By affixing their signatures below*, the parties agree to the inclusion of the above items into the Negotiated Agreement.

Negotiator, Board

Negotiator, MACT

Date

Date

President, Board

President, MACT

Date

Vice President, MACT

*Signatures on Record.

Date

2015-2016 COMPENSATION SCHEDULE BACHELORS

COUNTY NAME & NUMBER Pottawatomie / 63
DISTRICT NAME AND NUMBER McCloud Public Schools / I001

YRS. OF EXP	BACHELORS DEGREES	DISTRICT PAID TR	ADD'L SALARY (TRS CREDIT)	STATE MINIMUM SALARY plus 400.00	STATE CONTRIBUTION TR(SB776)	TOTAL COMPENSATION
0	29759.99	2179.86	60.15	32000.00	60.15	32060.15
1	30108.74	2162.85	103.41	32375.00	103.41	32478.41
2	30457.49	2146.86	145.65	32750.00	145.65	32895.65
3	30806.24	2130.61	188.15	33125.00	188.15	33313.15
4	31154.99	2111.68	233.33	33500.00	233.33	33733.33
5	31526.99	2094.25	278.76	33900.00	278.76	34178.76
6	31898.99	2075.75	325.26	34300.00	325.26	34625.26
7	32270.99	2056.19	372.82	34700.00	372.82	35072.82
8	32642.99	2035.57	421.44	35100.00	421.44	35521.44
9	33014.99	2013.89	471.12	35500.00	471.12	35971.12
10	33805.49	2022.64	521.87	36350.00	521.87	36871.87
11	34200.74	2000.59	573.67	36775.00	573.67	37348.67
12	34595.99	1977.47	626.54	37200.00	626.54	37826.54
13	34991.24	1953.28	680.48	37625.00	680.48	38305.48
14	35386.49	1928.04	735.47	38050.00	735.47	38785.47
15	35781.74	1901.73	791.53	38475.00	791.53	39266.53
16	36176.99	1874.36	848.65	38900.00	848.65	39748.65
17	36572.24	1845.93	906.83	39325.00	906.83	40231.83
18	36967.49	1816.44	966.07	39750.00	966.07	40716.07
19	37362.74	1785.88	1026.38	40175.00	1026.38	41201.38
20	37757.99	1754.26	1087.75	40600.00	1087.75	41687.75
21	38153.24	1721.58	1150.18	41025.00	1150.18	42175.18
22	38548.49	1687.83	1213.68	41450.00	1213.68	42663.68
23	38943.74	1653.03	1278.23	41875.00	1278.23	43153.23
24	39338.99	1617.16	1343.85	42300.00	1343.85	43643.85
25	39734.24	1580.23	1410.53	42725.00	1410.53	44135.53

The increment for each year above 25 years of experience on the salary schedule will be the same as the increment from year 24 to year 25 on the State Minimum Salary Schedule

In addition to the Compensation Schedule,

Teachers **with insurance** will receive the flex amount to be paid by the State equal to the Health Choice High premium.

Teachers **without insurance** will receive the flex amount of \$69.71/month to be paid by the State

2015-2016 COMPENSATION SCHEDULE BACHELORS + 10

COUNTY NAME & NUMBER Pottawatomie / 63
DISTRICT NAME AND NUMBER McCloud Public Schools / I001

YRS. OF EXP	BACHELORS +10 DEGREES	DISTRICT PAID TR	ADD'L SALARY (TRS CREDIT)	STATE MINIMUM SALARY plus 400.00	MINIMUM DISTRICT COMPENSATION plus 343.00	STATE CONTRIBUTION TR(SB776)	TOTAL COMPENSATION
0	30078.98	2203.87	60.15	32000.00	32343.00	60.15	32403.15
1	30427.73	2186.86	103.41	32375.00	32718.00	103.41	32821.41
2	30776.48	2170.87	145.65	32750.00	33093.00	145.65	33238.65
3	31125.23	2154.62	188.15	33125.00	33468.00	188.15	33656.15
4	31473.98	2135.69	233.33	33500.00	33843.00	233.33	34076.33
5	31845.98	2118.26	278.76	33900.00	34243.00	278.76	34521.76
6	32217.98	2099.76	325.26	34300.00	34643.00	325.26	34968.26
7	32589.98	2080.20	372.82	34700.00	35043.00	372.82	35415.82
8	32961.98	2059.58	421.44	35100.00	35443.00	421.44	35864.44
9	33333.98	2037.90	471.12	35500.00	35843.00	471.12	36314.12
10	34124.48	2046.65	521.87	36350.00	36693.00	521.87	37214.87
11	34519.73	2024.60	573.67	36775.00	37118.00	573.67	37691.67
12	34914.98	2001.48	626.54	37200.00	37543.00	626.54	38169.54
13	35310.23	1977.29	680.48	37625.00	37968.00	680.48	38648.48
14	35705.48	1952.05	735.47	38050.00	38393.00	735.47	39128.47
15	36100.73	1925.74	791.53	38475.00	38818.00	791.53	39609.53
16	36495.98	1898.37	848.65	38900.00	39243.00	848.65	40091.65
17	36891.23	1869.94	906.83	39325.00	39668.00	906.83	40574.83
18	37286.48	1840.45	966.07	39750.00	40093.00	966.07	41059.07
19	37681.73	1809.89	1026.38	40175.00	40518.00	1026.38	41544.38
20	38076.98	1778.27	1087.75	40600.00	40943.00	1087.75	42030.75
21	38472.23	1745.59	1150.18	41025.00	41368.00	1150.18	42518.18
22	38867.48	1711.84	1213.68	41450.00	41793.00	1213.68	43006.68
23	39262.73	1677.04	1278.23	41875.00	42218.00	1278.23	43496.23
24	39657.98	1641.17	1343.85	42300.00	42643.00	1343.85	43986.85
25	40053.23	1604.24	1410.53	42725.00	43068.00	1410.53	44478.53

The increment for each year above 25 years of experience on the salary schedule will be the same as the increment from year 24 to year 25 on the State Minimum Salary Schedule

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Teachers **with insurance** will receive the flex amount to be paid by the State equal to the Health Choice High premium.

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