# Moore Public Schools 2016-17

## NEGOTIATED CONTRACT AND PROCEDURAL AGREEMENT

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



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

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PROCEDURAL AGREEMENT

#### SCOPE OF CONTRACT

#### 1.01 RECOGNITION

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

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

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

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

#### **BOARD RIGHTS**

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

#### DURATION

The 2016-2017 Negotiated Contract shall take effect at 12:01 a.m. on July 1, 2016, and shall be in full force and effect until June 30, 2017. If a successor contract has not been negotiated by June 30, 2017, the Association and the Board agree to the continuation of those provisions allowed by state law of the expired contract.

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

#### 1.02 SEVERABILITY

If any provision(s) of this Contract or any application of the provisions of this Contract to any person(s) is found, by a court of competent jurisdiction, to be in conflict with any federal or state law, regulation, ruling or order, now or hereinafter enacted or issued, such provision or application shall be inoperative but the remaining provisions hereof shall continue in effect. Upon request of the Association or the Board, within ten (10) days after such finding(s), the parties shall meet solely for the purpose of negotiating the provision(s) affected.

#### II. EMPLOYMENT PROVISIONS

## 2.01 TEMPORARY/PART TIME CONTRACT

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

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

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

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

#### 2.02 NONDISCRIMINATION POLICY

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

#### 2.03 TEACHER (DEFINED)

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

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

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

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

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

#### 2.04 PROFESSIONAL EVALUATION

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

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

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

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

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

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

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

C. Assistance for Suggested Areas in Need of Improvement:

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

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

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

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

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

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

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

#### 2.05 EMPLOYMENT RECOMMENDATION

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

#### 2.06 CONDITIONAL EMPLOYMENT

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

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

#### 2.07 SUSPENSION/DISMISSAL

#### **SUSPENSION**

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

#### **GROUNDS FOR DISMISSAL**

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

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

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

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

#### DISMISSAL

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

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

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

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

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

#### 2.08 ASSIGNMENT

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

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

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

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

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

#### VOLUNTARY ASSIGNMENT CHANGES

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

#### **INVOLUNTARY ASSIGNMENT CHANGES**

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

#### 2.09 TRANSFERS

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

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

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

#### VOLUNTARY TRANSFERS

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

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

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

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

#### INVOLUNTARY TRANSFERS

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

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

#### 2.10 SUPPLEMENTAL ASSIGNMENT

#### Definition:

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

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

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

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

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

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

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

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

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

#### 2.11 REDUCTION IN STAFF

#### Definition:

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

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

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

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

## NOTICE TO INDIVIDUAL MEMBER

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

## OBLIGATION WITH RESPECT TO REEMPLOYMENT OR OTHER EMPLOYMENT

A. For one (1) year after the effective date of termination pursuant to this procedure's provisions, the Board shall offer to a Member who has been terminated all positions that become available for which he/she is certified. Every possible effort shall be made to return said Member to the position held immediately prior to layoff or to a substantially equivalent position. If several former Members are certified for a position, the position shall be offered to the certified Member who had the most seniority when laid off. The offer shall be made by certified mail, return receipt requested, and the Member shall be notified that he/she must submit acceptance within ten (10) calendar days. Acceptance shall be in writing.

- B. A Member who is recalled within one (1) year shall have restored all benefits accrued on the effective date of the termination, and for payroll purposes shall be given credit for all previous teaching experience to which he/she would be entitled under this Contract.
- C. A Member who is laid off shall remain on the recall list for one (1) year after the effective date of layoff unless the Member:
  - 1. Waives recall right in writing;
  - 2. Resigns; or
  - 3. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position. (2001, 2012)

## 2.12 SUMMER SCHOOL

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

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

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

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

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

## 2.13 NIGHT ALTERNATIVE SCHOOL

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

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

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

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

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

#### 2.14 INTERNET-BASED INSTRUCTION

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

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

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

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

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

## III. INDIVIDUAL RIGHTS

#### 3.01 PERSONNEL FILE

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

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

Incidents that result in disciplinary action must be documented within six (6) work days in which the affected Member is present at work after the Administrator has been made aware of said incident. The Member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

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

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

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

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

#### 3.02 RIGHT TO REPRESENTATION

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

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

#### 3.03 STAFF RELATIONS

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

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

#### 3.04 MEMBER RIGHTS

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

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

#### 3.05 GRIEVANCE PROCEDURE

#### PURPOSE

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

#### DEFINITIONS

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

#### STRUCTURE AND TIME LIMITS

- A. If any of the time limits outlined herein are not met by the grievant, the grievance shall lapse.
- B. If any of the time limits outlined herein are not met by the affected administrator, in any step, the grievant may proceed to the next higher step.
- C. All documents, communications, or records dealing with the grievance shall be filed separately from the personnel file of the grievant.
- D. Both parties agree that the written records pertaining to the grievance shall be kept confidential.
- E. The grievant must be present at all stages and shall be afforded the right to representation at any conference or hearing relating to the grievance. Options for representation afforded the grievant shall include but not be limited to:
  - 1. Association Member Rights Representative in the grievant's building;
  - 2. Association Member in the grievant's building;

- 3. Association Member Rights Team Member;
- 4. Non-association Member colleague in grievant's building;
- 5. Other representation of grievant's choice; or
- 6. No representation.
- F. Steps shall be followed in sequence, subject to being discontinued by grievant at any point in this procedure.

#### Informal Procedure

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

#### Level One

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

#### Level Two

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

#### Level Three

A. If the grievant is not satisfied with the level two decision, the grievant may submit the level three grievance form to the Clerk of the Board within five (5) days of receiving the level two decision.

B. The Board shall convene a hearing with the grievant at the next regular board meeting unless said meeting will occur in less than ten (10) days. The hearing shall then be scheduled for the next succeeding board meeting or for a special board meeting.

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

#### 3.06 PROTECTION OF MEMBERS

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

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

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

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

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

## 3.07 MEMBER'S RIGHT TO DUE PROCESS

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

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

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

## DISCIPLINE PROCEDURE (MEMBERS)

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

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

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

#### 3.08 DRUG TESTING

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

#### IV. ASSOCIATION RIGHTS AND PRIVILEGES

#### 4.01 ASSOCIATION LEAVE

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

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

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

#### 4.02 USE OF SCHOOL BUILDINGS/MAIL

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

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

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

#### 4.03 AVAILABILITY OF INFORMATION

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

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

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

#### 4.04 PUBLICATION/DISTRIBUTION OF NEGOTIATED CONTRACT

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

## 4.05 RELEASE TIME FOR PRESIDENT

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

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

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

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

## V. LEAVE PROVISIONS

## 5.01 SICK LEAVE

Definitions:

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

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

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

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

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

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

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

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

A Member requesting donated days must first provide the Superintendent or designee with a medical certificate from a licensed physician or healthcare practitioner verifying the severe or extraordinary nature and expected duration of the condition. "Severe" or "extraordinary" means serious, extreme or life threatening including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery there from. If a Member is unable to give timely notice, he/she shall do so as soon as possible in order to receive proper compensation. A Member may receive up to a maximum of one hundred (100) donated days.

A Member may receive donated sick days/hours from any Moore Public School employee.

Any donated sick leave may only be used by the Member for the purpose for which it was requested. Any donated sick leave not used during a particular occurrence shall be returned to the donors on a prorated basis.

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

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

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

## 5.02 PERSONAL BUSINESS LEAVE

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

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

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

- A. First three (3) student days or last five (5) student days of the school year
- B. The student day preceding or following:
  - 1. Labor Day

- 2. Thanksgiving
- 3. Winter Break
- 4. Spring Break

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

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

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

## 5.03 PROFESSIONAL ENRICHMENT IN-SERVICE DAYS

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

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

## 5.04 LEAVES OF ABSENCE

- A. A Member of the Bargaining Unit employed by the Moore Public Schools may be granted a leave of absence without pay under the following conditions:
  - 1. <u>Disability</u> A Member may be granted a leave of absence for substantiated extended disability after all sick leave has been expended.
  - 2. <u>TEAM President</u> Upon request, a leave of absence shall be granted each year to the President of The Education Association of Moore. This leave shall run concurrently with the Member's term as president.
  - 3. <u>Childbearing/Adoption/Placement of a Foster Child</u> A Member may be granted a leave of absence for the purpose of childbearing/adoption/placement of a foster child. This leave shall be for a limited period determined by the time frame necessitated by the childbearing/adoption/foster child placement process. This leave can be combined with a leave for childcare.
  - 4. <u>Good Cause</u> Other leaves of absence may be granted as justified by the Member and approved by the Superintendent.
- B. A Member of the Bargaining Unit who has been employed by the Moore Public Schools at least three (3) consecutive years as a full time contracted employee may be granted a one (1) or two (2) semester leave of absence without pay under the following conditions:

- 1. <u>Educational Improvement</u> A Member may be granted a leave of absence for educational improvement. The Member must show proof of satisfactory completion of at least six (6) hours per semester from an accredited college or university.
- 2. <u>Child Care</u> A Member may be granted a leave of absence for the purpose of childcare or child rearing. This leave may be granted individually or in concert with childbearing/adoption/placement of a foster child.
- C. Leaves of absence shall be requested in writing at least thirty (30) days prior to the beginning date of the leave excepting leaves for disability, childbearing/adoption/placement of foster child or other situations justified by the Member. All leaves of absence shall be effective on the morning of the date requested for such leave to begin. Members requesting a leave of absence shall submit a written request to the personnel office. Such request shall designate the beginning date of the requested leave of absence. It shall be the obligation of the Member to notify the Superintendent or designee in writing confirming the intent to accept a teaching assignment by December 15 for a leave of absence ending first semester and by the last work day before spring break for a leave of absence ending second semester.

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

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

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

## 5.05 FAMILY MEDICAL LEAVE PROVISIONS

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

Unpaid leave must be granted for the following:

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

2. Family Leave Care of the Member's spouse, child, or parent who has a serious health condition.

3. Medical Leave For a serious health condition that makes the Member unable to perform his/her job.

4. <u>Military Qualifying Exigency Leave</u> An employee with a spouse, son, daughter, or parent on "covered active duty" may use their 12-week leave entitlement to address certain qualifying exigencies.

5. <u>Military Caregiver Leave</u> An employee is also entitled to take up to 26 weeks of leave during a single 12-month period (less any FMLA leave taken during the period for other purposes under this policy) to care for a "covered service member" with a serious injury or illness, if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member. This leave is applied on a per-covered-service member, per-injury basis, provided that no more than 26 workweeks of leave may be taken during a single 12-month period.

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

#### 5.06 JURY DUTY LEAVE AND COMPENSATION

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

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

## 5.07 MILITARY LEAVE

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

## 5.08 LEGAL PROCEEDINGS LEAVE

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

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

If a member is required to attend legal proceedings related to his/her role as an MPS employee outside of the contractual work day/hours the district will consider compensation on a case-by-case basis to be approved or denied by the Assistant Superintendent/Personnel. All documentation requested must be submitted along with the request.

## VI. WORKING CONDITIONS

#### 6.01 WORK YEAR/WORK DAY

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

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

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

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

All Members shall be assigned appropriate starting and dismissal times, provided that their workday shall be no longer than seven and one-quarter (7%) consecutive hours.

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

## 6.02 PREPARATION TIME

Each Member of the Bargaining Unit shall have scheduled preparation time during which he/she will not be assigned duties, including but not limited to supervision of students (unless a student aide has been requested), professional development, team meetings, and committee meetings. Members may elect to hold team/committee meetings during their preparation time. This preparation time shall be scheduled as follows:

- A. <u>Elementary</u> No less than two-hundred-fifty minutes (250) per five (5) day week. One hundred seventyfive (175) minutes shall be in five (5) segments of no less than thirty-five (35) minutes. The additional minutes shall be in no less than twenty-five (25) minute segments or shall be added to the thirty-five (35) minute segments.
- B. <u>Secondary</u> One regular fifty-five (55) minute class period per day.

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

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

#### 6.03 LUNCH PERIOD

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

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

#### 6.04 DRESS CODE

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

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

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

#### 6.05 ABSENCE-SUBSTITUTE HIRED

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

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

#### 6.06 FACILITIES

An attempt shall be made to assign each Member a regular teaching area appropriate for his/her teaching assignment. If a Member of the Bargaining Unit questions the appropriateness, conditions, or safety of his/her teaching area, he/she shall present in writing his/her concerns to the building principal along with suggestions for making the teaching area more appropriate. For maintenance concerns, the Member shall notify designated administrator of the issue(s) via email or in a written format.

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

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

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

#### 6.07 PRIVATE ACCESS TO TELEPHONE

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

#### 6.08 NON-CLASSROOM DUTIES

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

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

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

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

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

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

#### 6.09 CLASS SIZE

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

#### STATEMENT OF BELIEF ON CLASS SIZE

The Education Association of Moore in conjunction with the Administration and the Moore Public Schools' Board of Education recognize and agree that students learn best in smaller class size settings. We are committed to

working to keep class sizes as low as possible within budgetary and personnel constraints and collaborating for resolution of concerns about student management, accommodations, and resources that result from class size compromises.

#### 6.10 CONFERENCES

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

#### 6.11 COMMITTEE APPOINTMENTS

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

#### 6.12 STUDENT DISCIPLINE

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

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

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

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

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

A copy of the Board's policy for the control and discipline of students shall be distributed to all Members of the Bargaining Unit no later than the first week of each school year. Such policy shall clearly state the rights of Members to maintain control and discipline, the methods of control and discipline of students, and shall define standards of conduct to which students are expected to conform, as prescribed by state law. (2001, 2005, 2014)

#### 6.13 INCLUSION

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

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

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

#### 6.14 INNOVATIVE PROGRAMS

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

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

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

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

#### 6.15 FINANCIAL ACCOUNTING PROCEDURES

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

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

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

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

#### 6.16 FACULTY MEETINGS

Faculty meetings should serve to convey information pertaining to the efficient and effective operation of school activities, including professional enhancement activities, and will be conducted during the workday. (2002)

#### 6.17 LESSON PLANS

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

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

#### VII. FRINGE BENEFITS:

#### 7.01 SICK LEAVE ACCUMULATION REIMBURSEMENT

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

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

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

#### 7.02 RETIREMENT CONTRIBUTION

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

#### 7.03 SOCIAL SECURITY

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

#### 7.04 WORK RELATED INJURY

The Board shall maintain Workers' Compensation coverage.

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

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

#### 7.05 UNEMPLOYMENT COMPENSATION

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

7.06 FRINGE BENEFIT PROGRAM

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

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

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

OSEEGIB health plans

Dental insurance

Vision insurance

Group term life insurance premiums

Disability insurance premiums

Cancer & Dread Disease insurance premiums

Health Savings Accounts

Childcare

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

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

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

#### VIII. COMPENSATION

#### 8.01 MEMBER SUBSTITUTE PAY

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

#### SUBSTITUTING DURING PREPARATION TIME

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

#### SUBSTITUTING BEYOND PREPARATION TIME

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

	>1/2 to Full Class	>1/3 to 1/2 Class	>1/4 to 1/3 Class	Up to 1/4 Class
Full Day	\$62.50	\$31.25	\$20.83	\$15.03
Half Day	\$31.25	\$15.63	\$10.42	\$ 7.81
Hourly	\$12.50	\$ 6.25	\$ 4.17	\$3.13

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

(2000, 2001, 2007, 2009, 2010)

#### 8.02 REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILE

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

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

## 8.03 PAYROLL DEDUCTIONS

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

- A. Oklahoma Educators Credit Union;
- B. School approved health, hospital, life, cancer, dental, and vision insurance;
- C. Annuities;

- D. U.A. dues;
- E. OEA/NEA Fund contributions;
- F. Salary protection; and
- G. Other items as approved by Board of Education policy. (2000, 2005, 2011)

#### 8.04 COMPENSATION

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

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

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

- B. No more than ten (10) years out-of-state experience or as approved by the State Department of Education for reimbursement shall be applied to a Member's salary placement effective for those Members hired after ratification of the 2012-2013 contract.
  - C. Any encumbrances in addition to the compensation schedule shall be in accordance with this article or ARTICLE 8.05: SUPPLEMENTAL COMPENSATION.
  - D. In order for a salary adjustment to be figured and received by the Member during either semester, an official transcript must be submitted to the Certified Personnel Records Clerk. Members will have the ability to submit hours once per semester. One (1) official transcript showing degree and/or additional hours and the updated certificate showing new degree or a letter of confirmation must accompany the notification form. The letter of confirmation bearing the official signature of the registrar of the college or university or his/her designee must contain the following information:
    - 1. Number of hours above degree or
    - 2. Degree.

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

E. Paydays will be on regularly scheduled district payment dates of the month, unless otherwise stated, beginning pay shall not exceed the eighth (8<sup>th</sup>) workday and the last workday of the month and then revert to the regular cycle, which shall be the fifteenth (15) and the last day of the month. When the payday falls on a weekend or during an official holiday, Members shall receive their paychecks on the last workday prior to the beginning of the weekend, or official holiday otherwise paydays will be on the 15<sup>th</sup> or last day of the month. Members shall receive all summer paychecks on the June fifteenth (15<sup>th</sup>) payday. In cases of natural disaster or inclement weather, pay days may be moved to allow for reasonable accommodation by administration.

- F. Counselors shall be paid five percent (5%) above the Member's current compensation schedule placement.
- G. Special Education teachers shall be paid five percent (5%) above the Member's current compensation schedule placement as per state law.
- H. Alternative Education teachers shall be paid five percent (5%) above the Member's current compensation schedule placement as per state law.
- I. Any Member who does not complete the full contract shall receive reimbursements for benefits earned during that contract year on a prorated basis.
- J. Members of the Bargaining Unit who are authorized by the administration and approved by the Board to work a period of days before and/or after the official school calendar year shall be remunerated at the rate of the individual Member's per diem.
- K. Advanced Technology Academic Education (ATAE)/Technology Education instructors shall receive a one percent (1%) increment for each hour of ATAE/Technology taught as determined by the following formula:

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

(Example: 1% x \$18,725 x hours of ATAE/ Technology taught.)

- L. Information on contracts issued individually to Members that violates the provisions of the negotiated contract is subject to the grievance procedure.
- M. Compensation for the following shall be at a rate of \$18.00 per hour:
  - 1. Summer School
  - 2. Night Alternative School
  - 3. Homebound
  - 4. Internet-Based Instruction
  - 5. IC Coaches
  - 6. Professional Development Chair
- O. The district shall pay the initial and subsequent renewal costs for training and testing for Members who are required to get a Commercial Driving License (CDL) as a part of their coach/sponsor duties.
- P. Members who volunteer to perform lunch duty during their regularly scheduled duty-free lunchtime shall be compensated at the current rate of substitute pay prorated per hour.
- Q. National Board Certified teachers who are members of the bargaining unit who do not receive the annual \$5,000 stipend from the State of Oklahoma will receive a \$1,000 stipend, minus FICA and benefits costs. The stipend will be paid annually contingent upon receiving funds from the State.

Moore Public Schools will provide funding for up to five candidates who are members of the bargaining unit for renewal of their National Board Certification. Qualified candidates will apply for this funding no later than September 30<sup>th</sup> of the school year during which they will be eligible for renewal. In the event more than five candidates apply for this funding, the Moore Public Schools Professional Development Committee will

evaluate his/her application based on a rubric to determine their commitment to the teaching profession, their involvement in supporting other teachers, and their contributions to excellence in education in Moore Public Schools. This will be awarded in the current year but will be paid upon completion of the National Board Certified Teacher renewal process and with current employment in the district.

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

#### 8.05 SUPPLEMENTAL COMPENSATION

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

IX. 9.01	APPENDIX GRIEVANCE FORM			White Copy - Superintendent Canary Copy - Affected Administrator Pink Copy - Grievant Goldenrod Copy-TEAM TRC Chairperson	
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### IX. APPENDIX - 9.02 PROFESSIONAL EDUCATORS EVALUATION FROM - TEACHER'S CONFIDENTIAL EVALUATION

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

Teacher's Signature*	Date

Evaluator's Signature\_\_\_\_\_ Date\_\_\_\_

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

### IX. APPENDIX - 9.02 PROFESSIONAL EDUCATORS EVALUATION FROM - COUNSELOR'S CONFIDENTIAL EVALUATION

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

Counselor's Signature \*\_\_\_\_\_ Date\_\_\_\_\_ Date\_\_\_\_\_

Evaluator's Signature\_\_\_\_\_ Date\_\_\_\_\_

\*The Counselor's Signature is an acknowledgement that the counselor has received the Evaluation on the date indicated.

# IX. APPENDIX - 9.02 PROFESSIONAL EDUCATORS EVALUATION FROM - LIBRARIAN'S CONFIDENTIAL EVALUATION

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		Less than 1.8							
		Equal to or greater than 1.8. Equal to or greater than 2.8.	Less than 2.8						

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

Equal to or greater than 4.8 ..... Superior

Librarian's Signature* Dat	te
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Evaluator's Signature\_\_\_\_\_ Date\_\_\_\_\_

\*The Librarian's Signature is an acknowledgement that the teacher has received the Evaluation on the date indicated.

## IX. APPENDIX – 9.02 PROFESSIONAL EDUCATORS EVALUATION FROM – NURSE'S CONFIDENTIAL EVALUATION

Nur	e Date(s) of	observations								
Scho	ol Assignment				INSERT	A WHOL		ER, NOT	N X OF	₹"V"I
		initions. Insert ONE of the follo		ive; 2 = Needs Improvement;	DO NOT	INSERT	MORE T	HAN ONE	NUMBER	IN A ROW.
		e; 4 = Highly Effective; 5 = Supe			A second se	2	3	4	5	Average
	SRAM MANAGEMENT		* \$ \$4 1,17 4* \$ ** 8 1,38 \$ 81 9 7 998 \$ \$ * 8 3 98 8* 8		1			1	1	#DIV/0!
1 2	Establishes a school health program within a go Collaboration is the fundamental key for the suc									
	The Nurse optimizes the physical environment t			ages in alignment with best				t		
3	practices.	ossure enterey severe neuro	i bila salety barant	abes in one intern with best			I			
4	The Nurse clearly defines expected student beha	vior,								
INCT	RUCTIONAL SKILLS		use 1, 2,	/O <u>cannot be used for Doma</u> 3, 4, or 5 ONLY.						0.0
	Aligns health education needs with a health edu	the second se	Contrast to personality on the second second second second		1			1	1	0.0
2	The real concerns according to the real second	and contents and coolering	n 194.03.				I	1		1
PRO	ESSIONAL SERVICES	*******					*****		*****	#DIV/01
6	The Nurse utilizes assessment patterns that are	airly administered and based o	n identified criteria	١.						
7	Produce, maintain, supervise and appropriately	elegate development of health	h records based on	District and State standards.						
8	Provides the spectrum of nursing services with c	insistency and efficacy.						1		
	ESSIONAL GROWTH AND CONTINUOUS IMPROV	the set well and a state of the set	*** *** *** *** *** *** *** *** *** *** *** ****	manner pristantitester and and a second	I I	inniann		1	1 1	#DIV/01
	Uses Professional Growth as a Continuous Impro Exhibits behaviors and efficiencies associated wi		**************************************							
10	catabits benaviors and entitlencies associated wi	n protessionalism.			1			1	II	1
			NOTE: N/A or N/	O cannot be used for Doma	ins with	a single	Indicat	tor;		
				3, 4, or 5 ONLY.			and a line of the second s			
	PERSONAL SKILLS		** * * * * * * * * * * * * * * * * * * *		******	*****	*****	*******		0.0
11	Effective interactions and communications with	takeholders.						1		
FAD	ERSHIP									0.0
	Leadership	***************************************	11 111 111 111 111 111 111 111 111 111	***************	1		1	T	I	0.0
				n an					· · · · · · · · · · · · · · · · · · ·	
Sumn	nary of Effectiveness by DOMAIN:			Averane	protoco and the state	of Dom	ain by P	ercenta	28	
	PROGRAM MANAGEMENT			#DIV/0!	35%					
	INSTRUCTIONAL SKILLS			0.0	10%					
	PROFESSIONAL SERVICES			#DIV/0!	35%					
	PROFESSIONAL GROWTH AND CONTINUOUS IMP	ROVEMENT		#DIV/0!	10%					
	INTERPERSONAL SKILLS			0.0	5%					
	LEADERSHIP			0.0	5%					
ſ	COMPOSITE, WEIGHTED AVERAGE for EVALUAT	ON		#DIV/01	1					
					,					
	NOTE:									
		From:	To:	Ranking						
		Less than 1.8								
		Equal to or greater than 1.8								
		Equal to or greater than 2.8								
		Louis to an greater than 2.0		IN - L.L. PILL March						
		Equal to or greater than 3.8 Equal to or greater than 4.8								

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

Nurse's Signature \*\_\_\_\_\_ Date\_\_\_\_\_

Evaluator's Signature\_\_\_\_\_ Date\_\_\_\_\_

# IX. APPENDIX – 9.02 PROFESSIONAL EDUCATORS EVALUATION FROM – SPEECH PATH/SCHOOL PSYCHOLOGIST'S CONFIDENTIAL EVALUATION

Speech-Lang Path / School Psychologist's	Date(s) of observati	ons	-					
School Assignment En	nployee Number						AN "X" OR "√	
See RUBRIC for detailed definitions. Inse						IAN ONE	NUMBER IN	A ROV
3 = Effective; 4 = Highly f	Effective; 5 = Superior; N/A = No	ot Applicable; N/O = Not Obser	rved 1	2	3	4	5 A	verag
ORGANIZATION and MANAGEMENT	name division de Autorit divis autorit de las las las las las des names porte complete plantes a sintere et	The second se			******		#	DIV/0
1 The Professional optimizes the physical working environment	to assure efficacy/ student lear	ning advantage.		_	1			
2 The Professional plans and prepares for delivery of services.					<b></b>			
3 The professional will maintain accurate student records.								
4 The Professional clearly defines expected student behavior.				_				
INSTRUCTIONAL SUPPORT			*****	****				DIV/0
5 Adherence to Professional Responsibilities and Standards.			1	T	1			
6 The professional is able to select and administer individualizes	d assessments.							
7 The professional interprets test data and assessment.								
8 Designs and implements appropriate student plans.								
9 Provides consultation for Improvement of student performant	se.							
PROFESSIONAL GROWTH AND CONTINUOUS IMPROVEMENT			******	************		auf to presente		DIV/
10 Uses professional growth as a continuous improvement strate				_				
11 Exhibits Behavlors and Efficiencies Associated with Profession	alism.				1			
NTERPERSONAL SKILLS	use	or N/O <u>cannot be used for Do</u> 1, 2, 3, 4, or 5 ONLY.		La Philippi.	1		*****	0.0
12 Effective Interactions and Communications with Stakeholders.						L		
EADERSHIP								0.0
13 Leadership		8/1 121 78/18/8/18/18/18/18/18/18/18/18/18/18/18/		T	T	I		0.0
13 Feathership					1			
ummary of Effectiveness by DOMAIN:		Average	allowing compression of	nt of Don	iain by P	ercentar	10	
ORGANIZATION and MANAGEMENT		#DIV/01	30%					
INSTRUCTIONAL SUPPORT		#DIV/01	45%					
PROFESSIONAL GROWTH AND CONTINUOUS IMPROVEMENT		#DIV/0!	10%					
INTERPERSONAL SKILLS		0.0	10%					
LEADERSHIP		0.0	5%					
		#DIV/01						
COMPOSITE, WEIGHTED AVERAGE for EVALUATION		the second se						
NOTE:	To	Ranking						
NOTE: From:	<u>To:</u>	her of the designed of the						

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

Equal to or greater than 2.8 ...... Less than 3.8 Effective Equal to or greater than 3.8 ...... Less than 4.8 Highly Effective Equal to or greater than 4.8 ...... Superior

Speech-Lang. Path./ School Psychologists' Signature\*\_\_\_\_\_ Date\_\_\_\_\_ Date\_\_\_\_\_

Evaluator's Signature\_\_\_\_\_ Date\_\_\_\_\_

\*The Speech-Lang. Path./School Psychologists' Signature is an acknowledgement that they received the Evaluation on the date indicated.

#### 9.03 COMPENSATION

The district will continue to fund years of service with TRS. Consideration will be given to continue to fund the TRS credit, if allowable from the State Department of Education, as a part of total compensation. If funding allocations improve by the end of fiscal year 2016-2017 a good faith effort will be made to provide funding for a step for current year employees. If funding does not stabilize or improve within current fiscal year, the district will a good faith effort in subsequent years to fund the missed year for those employees in the district during the 2016-2017 school year, providing that district carryover levels are not jeopardized.

IX. APP									
9.03 CO	MPENSATION	SCHEDULE							
					blic Schools				
				Certified Comp					
				Fiscal Yea	r 2016-2017				
		12			<b></b>				
(A)	(B)	(C)	(D)	(E)	(A)	(B)	(C)	(D)	(E)
C to a	2016-2017	Add'l Salary	District Paid	Total District	0.	2016-2017	Add'l Salary	District Paid	Total District
Step	Base Salary	(TRS Credit)	Retirement	Compensation	Step	Base Salary	(TRS Credit)	Retirement	Compensation
Bachelor	-				Bachelo	r + 15			
0	32,387	60.15	2,378	34,825	0		60.15	2,420	35,42
1	32,736	103.41	2,361	35,200	1		103.41	2,403	35,80
2	33,084	145.65	2,345	35,575	2	,	145.65	2,387	36,17
3	33,433	188.15	2,328	35,950	3		188.15	2,370	36,55
4	33,782	233.33	2,309	36,325	4		233.33	2,351	36,92
5	34,247	278.76	2,299	36,825	5	,	278.76	2,341	37,42
6	34,712	325.26	2,287	37,325	6	,	325.26	2,329	37,92
7	35,177	372.82	2,275	37,825	7		372.82	2,317	38,42
8	35,642	421.44	2,261	38,325	8	,	421.44	2,303	38,92
9	36,107	471.12	2,247	38,825	9	,	471.12	2,289	39,42
10	36,572	521.87	2,231	39,325	10	, - , , - , , - , - , , - ,	521.87	2,273	39,92
11	37,037	573.67	2,214	39,825	11	-	573.67	2,256	40,42
12	37,595	626.54	2,203	40.425	12		626.54	2,245	41.02
13	38,153	680.48	2,191	41,025	13		680.48	2,233	41,62
14	38,711	735.47	2,178	41,625	14		735.47	2,220	42,22
15	39,269	791.53	2,164	42,225	15	· · · · · · · · · · · · · · · · · · ·	791.53	2,206	42,82
16	39,827	848.65	2,149	42,825	16		848.65	2,191	43,42
17	40,478	906.83	2,140	43,525	17	· · · · · · · · · · · · · · · · · · ·	906.83	2,182	44,12
18	41,129	966.07	2,140	44,225	18		966.07	2,172	44,82
19	41,780	1,026.38	2,118	44,925	19		1,026.38	2,160	45,52
20	42,431	1,087.75	2,106	45,625	20		1,087.75	2,148	46,22
21	43,082	1,150.18	2,093	46,325	20		1,150.18	2,135	46,92
22	43,733	1,213.68	2,078	47,025	22		1,213.68	2,120	47,62
23	44,384	1,278.23	2,063	47,725	23		1,278.23	2,120	48,32
24	45,067	1,343.85	2,048	48,460	24	,	1,343.85	2,090	49,06
25	45,751	1,410.53	2,048	49,195	25	,	1,410.53	2,075	49,79
26	46,434	1,410.53	2,085	49,930	26	,	1,410.53	2,075	50,53
20	47,118	1,410.53	2,136	50,665	27		1,410.53	2,127	51,26
28	47,802	1,410.53	2,180	51,400	28	,	1,410.53	2,229	52,00
29	48,485	1,410.53	2,239	52,135	29	,	1,410.53	2,229	52,73
30	49,169	1,410.53	2,290	52,870	30		1,410.53	2,332	53,47
31	49,852	1,410.53	2,290	53,605	30		1,410.53	2,332	54,20
32	50,536	1,410.53	2,393	54,340	31	· · · · ·	1,410.53	2,384	54,20
33	51,219	1,410.53	2,393	55,075	33		1,410.53	2,433	55,67
34	51,903	1,410.53	2,445	55,810	33				
35	52,586	1,410.53	2,490	56,545	34	,	1,410.53	2,538 2,590	56,41
36	53,270	1,410.53	2,548	57,280	35		1,410.53	1	57,14
37+	53,954	1,410.53	2,599	58,015	30	,	1,410.53	2,641	57,88
	- Salary placeme	and the second se	2,050	30,013		54,512	1,410.53	2,692	58,61

(A) Step - Salary placement level

(B) 2016-2017 Negotiated Base Salary

(C) Additional Salary (TRS Credit) - Statutory required payment to certified staff as additional salary. The State pays an equal amount to the Oklahoma Teachers' Retirement System on behalf of the employee.

(D) District Paid Retirement - District paid teachers' retirement at 7% of District Paid Compensation (col E). Total retirement amount remitted to TRS by the district is reduced by the TRS Credit (col C).

(E) District Paid Compensation - Total of columns B through D

.

Employees not enrolled in an OSEEGIB Health Plan shall continue to receive taxable compensation in lieu of the Fexible Benefit in the amount of \$69.71 per month.

Employees who are enrolled in an OSEEGIB Health Plan shall have the Flexible Benefit, equal to 100% of the HealthChoice High option premium, credited to their 125 Plan.

This negotiated agreement was approved by the Board of Education on September 12, 2016. Due to budget constraints at that time, the agreement did not allow for a step increase for certified employees.

#### IX. APPENDIX

9.03	COMPENSATION SCHEDULE	

				<b>Certified Compe</b>	nsation Schools 2016-2013	nedule			
(A) <u>Step</u>	(B) 2016-2017 <u>Base Salary</u>	(C) Add'l Salary (TRS Credit)	(D) District Paid <u>Retirement</u>	(E) Total District Compensation	(A) <u>Step</u>	(B) 2016-2017 <u>Base Salary</u>	(C) Add'l Salary (TRS Credit)	(D) District Paid <u>Retirement</u>	(E) Total District <u>Compensation</u>
Masters					Masters	+ 15			
0	33,503	60.15	2,462	36,025	0	34,061	60.15	2,504	36,625
1	33,852	103.41	2,445	36,400	1	34,410	103.41	2,304	37,000
2	34,200	145.65	2,429	36,775	2	34,758	145.65	2,487	37,000
3	34,549	188.15	2,412	37,150	3	35,107	188.15	2,471	37,750
4	34,898	233.33	2,393	37,525	4	35,456	233.33	2,434	38,125
5	35,363	278.76	2,383	38,025	5	35,921	278.76	2,435	38,625
6	35,828	325.26	2,371	38,525	6	36,386	325.26	2,413	39,125
7	36,293	372.82	2,359	39,025	7	36,851	372.82	2,401	39,625
8	36,758	421.44	2,345	39,525	8	37,316	421.44	2,387	40,125
9	37,223	471.12	2,331	40,025	9	37,781	471.12	2,387	40,123
10	37,688	521.87	2,315	40,525	10	38,246	521.87	2,373	40,823
11	38,153	573.67	2,298	41,025	11	38,711	573.67	2,340	41,625
12	38,711	626.54	2,287	41,625	12	39,269	626.54	2,340	41,623
13	39,269	680.48	2,207	42,225	13	39,209	680.48	2,329	42,225
14	39,827	735.47	2,262	42,825	14	40,385	735.47	2,304	42,825
15	40,385	791.53	2,248	43,425	15	40,943	791.53	2,304 2,290	
16	40,943	848.65	2,248	44,025	16	40,943	848.65	2,290	44,025 44,625
17	41,594	906.83	2,233	44,725	10	42,152	906.83	2,275	44,625
18	42,245	966.07	2,214	45,425	18	42,132	966.07	2,266	
19	42,896	1,026.38	2,202	46,125	19	42,803		2,236	46,025
20	43,547	1,087.75	2,202	46,825	20	43,434 44,105	1,026.38		46,725
20	44,198	1,150.18	2,170	40,823			1,087.75	2,232	47,425
22	44,198	1,213.68	2,177	48,225	21	44,756	1,150.18	2,219	48,125
23	45,500	1,278.23			22	45,407	1,213.68	2,204	48,825
23	46,183	1,343.85	2,147 2,132	48,925 49,660	23	46,058	1,278.23	2,189	49,525
25	46,867	1,410.53	2,132		24	46,741	1,343.85	2,174	50,260
26	47,550	1,410.53	2,117	50,395	25	47,425	1,410.53	2,159	50,995
20	48,234	1,410.53	2,109	51,130	26	48,108	1,410.53	2,211	51,730
28	48,918			51,865	27	48,792	1,410.53	2,262	52,465
28	48,918	1,410.53	2,271	52,600	28	49,476	1,410.53	2,313	53,200
30	50,285	1,410.53	2,323	53,335	29	50,159	1,410.53	2,365	53,935
31		1,410.53	2,374	54,070	30	50,843	1,410.53	2,416	54,670
32	50,968	1,410.53	2,426	54,805	31	51,526	1,410.53	2,468	55,405
32	51,652	1,410.53	2,477	55,540	32	52,210	1,410.53	2,519	56,140
	52,335	1,410.53	2,529	56,275	33	52,893	1,410.53	2,571	56,875
34	53,019	1,410.53	2,580	57,010	34	53,577	1,410.53	2,622	57,610
35	53,702	1,410.53	2,632	57,745	35	54,260	1,410.53	2,674	58,345
36	54,386	1,410.53	2,683	58,480	36	54,944	1,410.53	2,725	59,080
37+	55,070 Salary placemer	1,410.53	2,734	59,215	37+	55,628	1,410.53	2,776	59,815

(A) Step - Salary placement level

(B) 2016-2017 Negotiated Base Salary

(C) Additional Salary (TRS Credit) - Statutory required payment to certified staff as additional salary. The State pays an equal amount to the Oklahoma Teachers' Retirement System on behalf of the employee.

(D) District Paid Retirement - District paid teachers' retirement at 7% of District Paid Compensation (col E). Total retirement amount remitted to TRS by the district is reduced by the TRS Credit (col C).

(E) District Paid Compensation - Total of columns B through D

Employees not enrolled in an OSEEGIB Health Plan shall continue to receive taxable compensation in lieu of the Fexible Benefit in the amount of \$69.71 per month.

Employees who are enrolled in an OSEEGIB Health Plan shall have the Flexible Benefit, equal to 100% of the HealthChoice High option premium, credited to their 125 Plan.

This negotiated agreement was approved by the Board of Education on September 12, 2016. Due to budget constraints at that time, the agreement did not allow for a step increase for certified employees.

#### IX. APPENDIX 9.03 COMPENSATION SCHEDULE

(A) <u>Step</u>	(B) 2016-2017 <u>Base Salary</u>	(C) Add'l Salary (TRS Credit)	(D) District Paid <u>Retirement</u>	(E) Total District Compensation	(A) <u>Step</u>	(B) 2016-2017 <u>Base Salary</u>	(C) Add'l Salary (TRS Credit)	(D) District Paid <u>Retirement</u>	(E) Total District <u>Compensation</u>
lasters	+ 30				Doctorat	e			
0	34,619	60.15	2,546	37,225	0	35,177	60.15	2,588	37,82
1	34,968	103.41	2,529	37,600	1	35,526	103.41	2,571	38,20
2	35,316	145.65	2,513	37,975	2	35,874	145.65	2,555	38,57
3	35,665	188.15	2,496	38,350	3	36,223	188.15	2,538	38,95
4	36,014	233.33	2,477	38,725	4	36,572	233.33	2,519	39,32
5	36,479	278.76	2,467	39,225	5	37,037	278.76	2,509	39,82
6	36,944	325.26	2,455	39,725	6	37,502	325.26	2,497	40,32
7	37,409	372.82	2,443	40,225	7	37,967	372.82	2,485	40,82
8	37,874	421.44	2,429	40,725	8	38,432	421.44	2,471	41,32
9	38,339	471.12	2,415	41,225	9	38,897	471.12	2,457	41,82
10	38,804	521.87	2,399	41,725	10	39,362	521.87	2,441	42,32
11	39,269	573.67	2,382	42,225	11	39,827	573.67	2,424	42,82
12	39,827	626.54	2,371	42,825	12	40,385	626.54	2,413	43,42
13	40,385	680.48	2,359	43,425	13	40,943	680.48	2,401	44,02
14	40,943	735.47	2,346	44,025	14	41,501	735.47	2,388	44,6
15	41,501	791.53	2,332	44,625	15	42,059	791.53	2,374	45,2
16	42,059	848.65	2,317	45,225	16	42,617	848.65	2,359	45,8
17	42,710	906.83	2,308	45,925	17	43,268	906.83	2,350	46,5
18	43,361	966.07	2,298	46,625	18	43,919	966.07	2,340	47,2
19	44,012	1,026.38	2,286	47,325	19	44,570	1,026.38	2,328	47,9
20	44,663	1,087.75	2,274	48,025	20	45,221	1,087.75	2,316	48,6
21	45,314	1,150.18	2,261	48,725	21	45,872	1,150.18	2,303	49,3
22	45,965	1,213.68	2,246	49,425	22	46,523	1,213.68	2,288	50,0
23	46,616	1,278.23	2,231	50,125	23	47,174	1,278.23	2,273	50,7
24	47,299	1,343.85	2,216	50,860	24	47,857	1,343.85	2,258	51,4
25	47,983	1,410.53	2,201	51,595	25	48,541	1,410.53	2,243	52,1
26	48,666	1,410.53	2,253	52,330	26	49,224	1,410.53	2,295	52,9
27	49,350	1,410.53	2,304	53,065	27	49,908	1,410.53	2,346	53,6
28	50,034	1,410.53	2,355	53,800	28	50,592	1,410.53	2,397	54,4
29	50,717	1,410.53	2,407	54,535	29	51,275	1,410.53	2,449	55,1
30	51,401	1,410.53	2,458	55,270	30	51,959	1,410.53	2,500	55,8
31	52,084	1,410.53	2,510	56,005	31	52,642	1,410.53	2,552	56,6
32	52,768	1,410.53	2,561	56,740	32	53,326	1,410.53	2,603	57,3
33	53,451	1,410.53	2,613	57,475	33	54,009	1,410.53	2,655	58,0
34	54,135	1,410.53	2,664	58,210	34	54,693	1,410.53	2,706	58,8
35	54,818	1,410.53	2,716	58,945	35	55,376	1,410.53	2,758	59,5
36	55,502	1,410.53	2,767	59,680	36	56,060	1,410.53	2,809	60,2
37+	56,186 - Salary placeme	1,410.53	2,818	60,415	37+	56,744	1,410.53	2,860	61,0

(D) District Paid Retirement - District paid teachers' retirement at 7% of District Paid Compensation (col E). Total retirement amount remitted to TRS by the district is reduced by the TRS Credit (col C).

(E) District Paid Compensation - Total of columns B through D

Employees not enrolled in an OSEEGIB Health Plan shall continue to receive taxable compensation in lieu of the Fexible Benefit in the amount of \$69.71 per month.

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IX. API									
9.03 CC	OMPENSATIC	ON SCHEDULE							
		Station and the second second		an anna a star ann ann anna	Castro Castro and Antonio				
					lic Schools	Second Sciences			
			C	ertified Compensat					
				Fiscal Ye	ar 2016 - 20	17			
(A)	(B)	(C)	(D)	(E)	(A)	(B)	(C)	(D)	(E)
()	2016-2017	Add'l Salary	District Paid	Total District	(A)	2016-2017	Add'l Salary	District Paid	Total Distric
Step	Base Salary	(TRS Credit)	Retirement	Compensation	Step	Base Salary	(TRS Credit)	Retirement	Compensatio
		Linto ortanj	rternent	compensation	5100	Duse Salary	(IRS cicult)	Retirement	compensation
Bachelo	1				Bachelo	r + 15			
0	34,128	60.15	2,509	36,697	0		60.15	2,553	37,3
1	34,496	103.41	2,493	37,092	1		103.41	2,537	37,7
2	34,863	145.65	2,478	37,487	2	,	145.65	2,523	38,1
3	35,231	188.15	2,464	37,882	3		188.15	2,508	38,5
4	35,598	233.33	2,446	38,277	4	,	233.33	2,490	38,9
5	36,088	278.76	2,438	38,804	5		278.76	2,482	39,4
6	36,578	325.26	2,428	39,332	6	37,166	325.26	2,472	39,9
7	37,068	372.82	2,417	39,858	7	37,656	372.82	2,462	40.4
8	37,558	421.44	2,406	40,385	8	38,146	421.44	2,450	41,0
9	38,048	471.12	2,393	40,912	9	38,636	471.12	2,437	41.5
10	38,538	521.87	2,379	41,439	10	39,126	521.87	2,423	42,0
11	39,028	573.67	2,364	41,966	11	39,616	573.67	2,408	42,5
12	39,616	626.54	2,355	42,598	12	40,204	626.54	2,400	43,2
13	40,205	680.48	2,346	43,231	13	40,793	680.48	2,390	43,8
14	40,793	735.47	2,335	43,863	14	41,381	735.47	2,379	44,4
15	41,380	791.53	2,323	44,495	15	41,968	791.53	2,367	45,1
16	41,968	848.65	2,310	45,127	16	42,556	848.65	2,355	45,7
17	42,654	906.83	2,304	45,865	17	43,242	906.83	2,348	46,4
18	43,340	966.07	2,296	46,602	18	43,928	966.07	2,340	47,2
19	44,026	1,026.38	2,287	47,340	19	44,614	1,026.38	2,332	47,9
20	44,712	1,087.75	2,278	48,077	20	45,300	1,087.75	2,322	48,7
21	45,398	1,150.18	2,267	48,815	21	45,986	1,150.18	2,311	49,4
22	46,084	1,213.68	2,255	49,553	22	46,672	1,213.68	2,299	50,1
23	46,770	1,278.23	2,242	50,291	23	47,358	1,278.23	2,286	50,9
24	47,490	1,343.85	2,231	51,065	24	48,078	1,343.85	2,280	51,6
25	48,211	1,410.53	2,218	51,839	25	48,899	1,410.53	2,275	52,5
26	48,931	1,410.53	2,272	52,614	26	49,519	1,410.53	2,270	53,2
27	49,651	1,410.53	2,327	53,388	27	50,239	1,410.53	2,371	55,2
28	50,372	1,410.53	2,381	54,163	28	50,960	1,410.53	2,425	54,0
29	51,092	1,410.53	2,435	54,937	29	51,680	1,410.53	2,423	54,7
30	51,812	1,410.53	2,489	55,712	30	52,400	1,410.53	2,479	56,3
31	52,532	1,410.53	2,544	56,487	31	53,120	1,410.53	2,588	50,5
32	53,253	1,410.53	2,598	57,261	32	53,841	1,410.53	2,588	57,1
33	53,973	1,410.53	2,652	58,036	33	54,561	1,410.53	2,642	
34	54,693	1,410.53	2,032	58,810	33	55,281	1,410.53	,	58,6
35	55,414	1,410.53	2,760	59,585	35	56,002		2,750	59,4
36	56,134	1,410.53	2,700	60,359	35	56,002	1,410.53	2,805	60,2
37+	56,854	1,410.53	2,869	61,134	37+		1,410.53	2,859	60,9
	Salary placem		2,009	01,154		57,442	1,410.53	2,913	61,7

(A) Step - Salary placement level

(B) 2016-2017 Negotiated Base Salary

(C) Additional Salary (TRS Credit) - Statutory required payment to certified staff as additional salary. The State pays an equal amount to the Oklahoma Teachers' Retirement System on behalf of the employee.

(D) District Paid Retirement - District paid teachers' retirement at 7% of District Paid Compensation (col E). Total retirement amount remitted to TRS by the district is reduced by the TRS Credit (col C).

(E) District Paid Compensation - Total of columns B through D

Employees not enrolled in an OSEEGIB Health Plan shall continue to receive taxable compensation in lieu of the Fexible Benefit in the amount of \$69.71 per month.

Employees who are enrolled in an OSEEGIB Health Plan shall have the Flexible Benefit, equal to 100% of the HealthChoice High option premium, credited to their 125 Plan.

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#### IX. APPENDIX 9.03 COMPENSATION SCHEDULE

	(B) 2016-2017 Base Salary 35,305 35,672 36,039 36,407 36,774 37,264 37,754 38,244	(C) Add'l Salary (TRS Credit) 60.15 103.41 145.65 188.15 233.33 278.76 325.26	(D) District Paid <u>Retirement</u> 2,597 2,582 2,567 2,552 2,535 2,535	(E) Total District <u>Compensation</u> 37,962 38,357 38,752 39,147	(A) <u>Step</u> <u>Masters</u> 0 1 2	(B) 2016-2017 <u>Base Salary</u> + 15 35,893 36,260	(C) Add'l Salary (TRS Credit) 60.15 103.41	(D) District Paid <u>Retirement</u> 2,641	(E) Total District <u>Compensation</u> 38,594
Lasters           0           1           2           3           4           5           6	35,305 35,672 36,039 36,407 36,774 37,264 37,754	60.15 103.41 145.65 188.15 233.33 278.76	2,597 2,582 2,567 2,552 2,535	37,962 38,357 38,752 39,147	<b>Masters</b> 0 1	+ 15 35,893	60.15	2,641	
0 1 2 3 4 5 6	35,672 36,039 36,407 36,774 37,264 37,754	103.41 145.65 188.15 233.33 278.76	2,582 2,567 2,552 2,535	38,357 38,752 39,147	0	35,893		,	29 50/
0 1 2 3 4 5 6	35,672 36,039 36,407 36,774 37,264 37,754	103.41 145.65 188.15 233.33 278.76	2,582 2,567 2,552 2,535	38,357 38,752 39,147	0	35,893		,	28 50
2 3 4 5 6	36,039 36,407 36,774 37,264 37,754	145.65 188.15 233.33 278.76	2,567 2,552 2,535	38,752 39,147		36,260	103 41		30,37
3 4 5 6	36,407 36,774 37,264 37,754	188.15 233.33 278.76	2,552 2,535	39,147	2		103.41	2,626	38,98
4 5 6	36,774 37,264 37,754	233.33 278.76	2,535			36,627	145.65	2,611	39,38
5 6	37,264 37,754	278.76		20.5.5	3	36,995	188.15	2,596	39,77
6	37,754		0.500	39,542	4	37,362	233.33	2,579	40,174
	,	325 26	2,526	40,069	5	37,852	278.76	2,570	40,70
7	38,244	525.20	2,516	40,596	6	38,342	325.26	2,561	41,22
		372.82	2,506	41,123	7	38,832	372.82	2,550	41,75
8	38,734	421.44	2,494	41,650	8	39,322	421.44	2,538	42,28
9	39,224	471.12	2,481	42,177	9	39,812	471.12	2,526	42,80
10	39,714	521.87	2,467	42,703	10	40,302	521.87	2,512	43,33
11	40,204	573.67	2,452	43,230	11	40,792	573.67	2,497	43,86
12	40,792	626.54	2,444	43,862	12	41,380	626.54	2,488	44,49
13	41,381	680.48	2,434	44,495	13	41,969	680.48	2,478	45,12
14	41,969	735.47	2,423	45,127	14	42,557	735.47	2,468	45,76
15	42,556	791.53	2,412	45,759	15	43,144	791.53	2,456	46,39
16	43,144	848.65	2,399	46,391	16	43,732	848.65	2,443	47,02
17	43,830	906.83	2,392	47,129	17	44,418	906.83	2,436	47,76
18	44,516	966.07	2,385	47,867	18	45,104	966.07	2,429	48,49
19	45,202	1,026.38	2,376	48,605	19	45,790	1,026.38	2,420	49,23
20	45,888	1,087.75	2,366	49,342	20	46,476	1,087.75	2,410	49.97
21	46,574	1,150.18	2,355	50,080	21	47,162	1,150.18	2,400	50,71
22	47,260	1,213.68	2,344	50,817	22	47,848	1,213.68	2,388	51,45
23	47,946	1,278.23	2,331	51,555	23	48,534	1,278.23	2,375	52,18
24	48,666	1,343.85	2,319	52,329	24	49,254	1,343.85	2,363	52,90
25	49,387	1,410.53	2,307	53,104	25	49,975	1,410.53	2,351	53,73
26	50,107	1,410.53	2,361	53,878	26	50,695	1,410.53	2,405	54,5
20	50,827	1,410.53	2,415	54,653	27	51,415	1,410.53	2,459	55,28
28	51,548	1,410.53	2,469	55,427	28	52,136	1,410.53	2,514	56,00
29	52,268	1,410.53	2,524	56,202	29	52,856	1,410.53	2,568	56,8
30	52,988	1,410.53	2,578	56,977	30	53,576	1,410.53	2,622	57,6
31	53,708	1,410.53	2,632	57,751	31	54,296	1,410.53	2,676	58,3
32	54,429	1,410.53	2,686	58,526	32	55,017	1,410.53	2,731	59,1
32	55,149	1,410.53	2,740	59,300	33	55,737	1,410.53	2,785	59,9
33 34	55,869	1,410.53	2,740	60,075	33	56,457	1,410.53	2,783	59,9. 60,7
	,	,	2,795	60,849	34	57,178	1,410.53	2,839	61,4
35	56,590	1,410.53	,			57,178	1,410.53	2,893	62,2
36 37+	57,310 58,030	1,410.53 1,410.53	2,903 2,957	61,624 62,398	36	57,898	1,410.53	3,002	63,03

(A) Step - Salary placement level

(B) 2016-2017 Negotiated Base Salary

(C) Additional Salary (TRS Credit) - Statutory required payment to certified staff as additional salary. The State pays an equal amount to the Oklahoma Teachers' Retirement System on behalf of the employee.

(D) District Paid Retirement - District paid teachers' retirement at 7% of District Paid Compensation (col E). Total retirement amount remitted to TRS by the district is reduced by the TRS Credit (col C).

(E) District Paid Compensation - Total of columns B through D

Employees not enrolled in an OSEEGIB Health Plan shall continue to receive taxable compensation in lieu of the Fexible Benefit in the amount of \$69.71 per month.

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#### IX. APPENDIX 9.03 COMPENSATION SCHEDULE

$\begin{array}{c ccccccccccccccccccccccccccccccccccc$		(B) 2016-2017 Base Salary	(C) Add'l Salary (TRS Credit)	(D) District Paid <u>Retirement</u>	(E) Total District Compensation	(A) <u>Step</u>	(B) 2016-2017 <u>Base Salary</u>	(C) Add'l Salary <u>(TRS Credit)</u>	(D) District Paid <u>Retirement</u>	(E) Total District <u>Compensatio</u>
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	asters +	30				Doctora	te			
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	0	36,481	60.15	2,686	39,226			60.15	2,730	39,85
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	1	36,848	103.41	2,670	39,622	1	37,436		2,714	40,25
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	2	37,215	145.65	2,655	40,016	2	37,803	145.65	2,700	40,64
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	3	37,583	188.15	2,641	40,412	3	38,171	188.15	2,685	41,04
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	4	37,950	233.33	2,623	40,807	4			2,667	41,43
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	5	38,440	278.76	2,615	41,333	5	39,028		2,659	41,96
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	6	38,930	325.26	2,605	41,861	6	39,518		2,649	42,49
$\begin{array}{ c c c c c c c c c c c c c c c c c c c$	7	39,420	372.82	2,594	42,387	7	40,008	372.82	2,639	43,0
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	8	39,910	421.44						2,627	43,54
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	9	40,400	471.12	2,570					2,614	44,0
$\begin{array}{ c c c c c c c c c c c c c c c c c c c$	10	40,890	521.87	2,556	43,968	10			2,600	44,60
$\begin{array}{ c c c c c c c c c c c c c c c c c c c$	11	41,380	573.67	2,541	44,495	11				45,12
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	12	41,968	626.54							45,7
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	13	42,557	680.48	2,523						46,3
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	14	43,145	735.47							47.0
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	15	43,732	791.53							47,6
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	16		848.65		800000000000000000000000000000000000000					48,2
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	17									49.0
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	18				2 I I I I I I I I I I I I I I I I I I I					49,0
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	19	46,378	1.026.38							50,5
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$										51,2
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$			and the second sec							51,2
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$										52,7
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$		to the second second second								53,4
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$						1 STREET				53,4.
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$									22 C	55,0
2752,0031,410.532,50455,9172752,5911,410.532,5482852,7241,410.532,55856,6922853,3121,410.532,6022953,4441,410.532,61257,4672954,0321,410.532,6563054,1641,410.532,66658,2413054,7521,410.532,7113154,8841,410.532,72159,0163155,4721,410.532,7653255,6051,410.532,77559,7903256,1931,410.532,8193356,3251,410.532,82960,5653356,9131,410.532,8733457,0451,410.532,88361,3393457,6331,410.532,927										
2852,7241,410.532,55856,6922853,3121,410.532,6022953,4441,410.532,61257,4672954,0321,410.532,6563054,1641,410.532,66658,2413054,7521,410.532,7113154,8841,410.532,72159,0163155,4721,410.532,7653255,6051,410.532,77559,7903256,1931,410.532,8193356,3251,410.532,82960,5653356,9131,410.532,8733457,0451,410.532,88361,3393457,6331,410.532,927						1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				55,7
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$										56,5
30         54,164         1,410.53         2,666         58,241         30         54,752         1,410.53         2,711           31         54,884         1,410.53         2,721         59,016         31         55,472         1,410.53         2,765           32         55,605         1,410.53         2,775         59,790         32         56,193         1,410.53         2,819           33         56,325         1,410.53         2,829         60,565         33         56,913         1,410.53         2,873           34         57,045         1,410.53         2,883         61,339         34         57,633         1,410.53         2,927										57,32
31       54,884       1,410.53       2,721       59,016       31       55,472       1,410.53       2,765         32       55,605       1,410.53       2,775       59,790       32       56,193       1,410.53       2,819         33       56,325       1,410.53       2,829       60,565       33       56,913       1,410.53       2,873         34       57,045       1,410.53       2,883       61,339       34       57,633       1,410.53       2,927										58,09
32         55,605         1,410.53         2,775         59,790         32         56,193         1,410.53         2,819           33         56,325         1,410.53         2,829         60,565         33         56,913         1,410.53         2,873           34         57,045         1,410.53         2,883         61,339         34         57,633         1,410.53         2,927		1000 Part 1000 P								58,8
33         56,325         1,410.53         2,829         60,565         33         56,913         1,410.53         2,873           34         57,045         1,410.53         2,883         61,339         34         57,633         1,410.53         2,927										59,64
34         57,045         1,410.53         2,883         61,339         34         57,633         1,410.53         2,927										60,42
2,2,2,1						1000				61,19
2.982										61,91
										62,74
37, 50,000 30,000 30,000 30,000 30,000									3,036 3,090	63,52 64,29

**Moore Public Schools** 

(A) Step - Salary placement level

(B) 2016-2017 Negotiated Base Salary

(C) Additional Salary (TRS Credit) - Statutory required payment to certified staff as additional salary. The State pays an equal amount to the Oklahoma Teachers' Retirement System on behalf of the employee.

(D) District Paid Retirement - District paid teachers' retirement at 7% of District Paid Compensation (col E). Total retirement amount remitted to TRS by the district is reduced by the TRS Credit (col C).

(E) District Paid Compensation - Total of columns B through D

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premium, credited to their 125 Plan.

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#### IX. Appendix

9.04 Supplemental Compensation Schedule - Athletics

Page 1 of 3 \$18,725 Base Index

Index percentage based on \$18,725	Juni	or High	9th	Grade	High	School
	Index	Pay	Index		Index	Pay
Head Football	0.174		0.20		0.554	\$10,374
Football Assistants	0.12	\$2,247	0.15	and the second se	0.30	\$5,618
Head Boys' Basketball	0.134	the second se	0.15		0.40	\$7,490
Assistant Boys' Basketball	0.107	\$2,004	1 0.15	φ2,007	0.20	\$3,745
Head Girls' Basketball	0.134		0.15	\$2,809	0.40	\$7,490
Assistant Girls' Basketball	0.107	\$2,004		42,009	0.20	\$3,745
Head Wrestling	0.134				0.40	\$7,490
Assistant Wrestling	0.107	\$2,004	1		0.20	\$3,745
Head Swimming (Boys or Girls)			1		0.20	\$3,745
Head Swimming (Combined Boys & Girls)	1				0.40	\$7,490
Assistant Swimming (Boys or Girls)					0.10	\$1,873
Assistant Swimming (Combined Boys & Girls)			0.10	\$1,873	0.20	\$3,745
Head Boys' Track	0.12	\$2,247	0.134		0.267	\$5,000
Assistant Boys' Track			1		0.15	\$2,809
Head Girls' Track	0.12	\$2,247	0.134	\$2,509	0.267	\$5,000
Assistant Girls' Track			1		0.15	\$2,809
Head Cross Country (Boys or Girls)	1				0.16	\$2,996
Head Cross Country (Combined Boys & Girls)					0.32	\$5,992
Assistant Cross Country (Boys or Girls)					0.10	\$1,873
Assistant Cross Country (Combined Boys & Girls)					0.20	\$3,745
Head Baseball			0.15	\$2,809	0.40	\$7,490
Assistant Baseball			0.12	\$2,247	0.20	\$3,745
Head Volleyball	0.10	\$1,873			0.179	\$3,352
Assistant Volleyball	0.08	\$1,498			0.12	\$2,247
Head Boys' Golf	0.10	\$1,873	0.11	\$2,060	0.15	\$2,809
Head Girls' Golf	0.10	\$1,873	0.11	\$2,060	0.15	\$2,809
Head Gymnastics				+2,000	0.179	\$3,352
Head Tennis (Boys or Girls)	0.10	\$1,873	0.10	\$1,873	0.15	\$2,809
Head Tennis (Combined Boys & Girls)	0.12	\$2,247	0.12	\$2,247	0.30	\$5,618
Assistant Tennis (Boys or Girls)		42,217	0.12		0.10	\$1,873
Assistant Tennis (Combined Boys & Girls)			++		0.20	\$3,745
Head Softball Fast Pitch	0.12	\$2,247	++		0.40	\$7,490
Head Softball Slow Pitch	0.12	\$2,247			0.40	\$7,490
Assistant Softball Fast Pitch	0.09	\$1,685	++		0.20	\$3,745
Assistant Softball Slow Pitch	0.09	\$1,685	++		0.20	\$3,745
Head Boys' Soccer	0.05	\$1,005	0.10	\$1,873	0.20	\$4,681
Assistant Boys' Soccer	+		0.10	\$1,075	0.125	\$2,341
Head Girls' Soccer	++		0.10	\$1,873	0.125	\$4,681
Assistant Girls' Soccer	++		0.10	\$1,075	0.125	\$2,341
Special Olympics Facilitator	0.05	\$936				and the second se
Athletic Trainer (for all schools)	0.03	φ930			0.05	\$936
Athletic Facilitator	0.18	\$3,371	0.16	\$2,996	0.40	\$8,988
Cheerleaders	0.18	\$2,809	0.10	\$3,183	0.20	\$2 745
Assistant Cheerleaders	0.13	\$2,009	0.17	φ3,103	the second se	\$3,745
Pom Pon	+		0.17	\$2 102	0.15	\$2,809
Assistant Pom Pon	++		0.17	\$3,183	0.20	\$3,745
Assistant Pom Pon			1		0.15	\$2,809 \$3,745

Spirit Coordinator

\*One position for the district, not per HS

#### IX. Appendix

9.04 Supplemental Compensation Schedule - Professional

Page 2 of 3 \$18,725 Base Index

Index percentage based on \$18,725	Elem	Elementary		·High	High School	
	Index	Pay	Index	Pay	Index	Pay
Site Technolgists	0.15	\$2,809	0.22	\$4,120	0.22	\$4,120
Site Webmaster	0.035	\$655	0.035	\$655	0.035	\$655
Departmental Chairs with 4-7 teachers in						
the dept.	0.065	\$1,217	0.08	\$1,498	0.15	\$2,809
Departmental Chairs with 8 or more						
teachers in the dept.	0.075	\$1,404	0.1	\$1,873	0.2	\$3,745
AP Coordinator					0.08	\$1,498
Media Specialist Coordinator	0.08	\$1,498*			0.08	\$1,498*
Teaching an additional class period	0.37383	\$7,000	0.37383	\$7,000	0.37383	\$7,000
Professional Development Chair *See						
Section 8.04 M.6. for Compensation	0	\$0	0	\$0	0	\$0
Etc. Related (Must be Board approved	1					
positions)	0.03	\$562	0.03	\$562	0.03	\$562

\*One position for all Elementary and

one position for all Secondary.

IX. APPENDIX 9.07 DISTRICT REQUEST (This form may be obtained from the site principal's/supervisor's office)

blic S LEARNING FOR LIFE ADMINISTRATIVE SERVICE CENTER 1500 S.E. 4th Street . Moore, OK 73160-8232

405.735.4249 • Fax 405.735.4392

TO: ALL PERSONNEL

FROM: ASSISTANT SUPERINTENDENT (PERSONNEL)

DATE:

RE:

This program allows employees to SHARE their sick leave with a fellow employee who has exhausted all of his/her sick leave during a qualifying severe illness.

has made a request for use of sick leave through this program. The superintendent and/or his or her designee has determined that the need is valid and that this employee has met the criteria established through this program.

Please refer to the TEAM' negotiated contract (Article 5.01) for the guidelines and provisions of this program. If you qualify and would like to donate 1 or more days of your sick leave to this individual and/or have any questions concerning the guidelines, please contact the Personnel Leave Clerk in the Administrative Service Center (735-4200) by \_\_\_\_\_\_.

(Deadline Date)

There is a NEED – I hope you will respond. Thank you in advance for your help in this matter.

> \*\*PLEASE POST\*\* FOR ALL PERSONNEL TO SEE

IX. APPENDIX 9.08 DONATION FORM (See Article 5.01)

A

12

(This form may be obtained from the site principal's/supervi	sor's o	ffice)	
MOORE Public Schools Administrative service center 1500 S. E. 4th Street · Moore, OK 73160-8232 405,735.4249 · Fax 405,735.4392		a	<b>6.2</b>
SICK LEAVE DONATION FORM		ĸ	
TODAY'S DATE	_ ·	•.	•
DEADLINE FOR DONATIONS	-		
NAMES.S. # (PLEASE PRINT)	•		
SCHOOLSITE #			
POSITION			
NUMBER OF HOURS/DAYS TO BE DONATED			
NAME OF DISTRICT EMPLOYEE TO RECEIVE DONATED DAYS			
	-		
EMPLOYEE SIGNATURE			

54

1/\*

#### X. SPECIAL SERVICES SPECIALISTS

This article is designed for certified employees whose roles are different than that of a classroom teacher. Special Services Specialists include Speech Language Pathologists (SLP), Occupational and Physical Therapists (OT/PT), Psychometrists and Psychologists, and Nurses.

10.1 Each Special Service Specialist will receive one (1) district paid, no substitute required, professional development day requested through the Director of Special Services. These days will not count against site professional development allotment since no substitute will be paid.

#### MOORE PUBLIC SCHOOLS

#### THE EDUCATION ASSOCIATION OF MOORE

#### PROCEDURAL AGREEMENT

#### I. PURPOSE

1.1 The Board of Education of the Moore Public Schools and the The Education Association of Moore recognize the need for an orderly process of communication for administering employer/employee relations that conform to Oklahoma Statutes 05-70-509.1 through 05-70-509.10.

#### II. RECOGNITION

- 2.1 This agreement is made and entered into by and between The Education Association of Moore, hereinafter termed the "Association," and the Board of Education of the Moore 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 employees who are required by the position in which they are employed to be licensed or certified as teachers or resident teachers and who do not hold supervisory authority with respect to other teachers. Those excluded from the bargaining unit include administrators, directors, coordinators, and supervisors. The Board agrees not to negotiate with any individual member of the bargaining unit for the duration of this agreement. Further, no individual member of the bargaining unit shall negotiate with the Board except through his/her duly recognized bargaining representative.

#### 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 limitations, 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 that are not inconsistent with any law or the negotiated agreement.

#### IV. NEGOTIATIONS PROCEDURES

#### 4.1 Negotiation Teams

The Board and the Association shall each designate in writing the names of not more than six persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this agreement. Each party shall also designate the person on their teams who will serve as spokesperson.

#### 4.2 Opening Negotiations

Between April 1 and April 30<sup>th</sup> of each school year, if either the Association or the Board desires there to be negotiations for the ensuing year, that party shall submit a written request to the other party for negotiations to commence. If no such request is made during the above time period, negotiations will not take place for the ensuing school year.

The first negotiations session to exchange contract proposals shall occur on a mutually agreeable date not more than thirty (30) days from the date of the written request to open negotiations.

The Association and the Board shall submit all of their negotiations proposals at the first session. Subsequent proposals may only be submitted upon mutual agreement of the parties. Any non-monetary articles that are not opened for negotiations shall remain unchanged for the ensuing school year.

For the 2000-2001 school year negotiations, the parties may address only issues contained in Article VII Fringe Benefits, Article VIII Compensation, and corresponding compensation schedules contained in the Appendix. Sections of the contract requiring editorial changes (e.g., date changes and innovative programs) may also be opened.

A mutually acceptable meeting date to begin bargaining shall be set no more than thirty (30) calendar days from the date of proposal change.

4.3 Negotiations Sessions

Only members of the respective negotiation teams may be present during negotiations sessions. Other parties may be permitted to be present only by mutual agreement of the parties.

No recordings or official transcripts shall be made without mutual agreement of the parties.

Negotiations will be conducted at the times, dates, and places mutually agreed to by the parties. The time, date and places of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiation session.

Negotiations meetings shall be scheduled at times which will not interfere with the teacher workday and the educational programs of the district.

#### 4.4 Tentative Agreement

Both parties agree it is their mutual responsibility to empower their respective representatives 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 Members of the Bargaining Unit.

When tentative agreement is reached on any item, it shall be reduced to writing and signed and dated by the spokespersons of each team. When tentative agreement is reached on all items, they shall be submitted first to the Members of the Bargaining Unit for ratification and then to the Board for ratification.

4.5 Access to Information

The Board shall provide the Association with up-to-date school district financial information. The district shall also provide certified personnel salary placement data to the Association.

#### V. IMPASSE

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

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

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 shall be submitted to fact finding as provided by state law.

#### VI. SEVERABILITY

6.1 If any provision of this agreement or application of the agreement to any employee covered hereby shall be found contrary to law then all other provisions or applications of the agreement shall continue in full force and effect.

#### VII. DURATION OF PROCEDURAL AGREEMENT

7.1 This agreement shall continue in effect for successive fiscal year periods unless a successor agreement is mutually agreed upon by representatives of the Association and the Board. If either party desires to modify, amend, or change this agreement said party shall give notice in writing by February 15 of any

calendar year. Modifying amendments or changes to this agreement can be made only as mutually agreed upon by representatives of the Association and the Board. Any modification agreed upon shall take precedence over any language in the 1998/1999 negotiated contract concerning opening negotiations. In the event that the Association disbands or otherwise ceases to be the recognized bargaining agent, this agreement shall be null and void on that date of such disbanding or cessation of representation.

Reference: Negotiated Agreement

#### ARTICLE DURATION

Contract shall become effective at 12:01 a.m., July 1, 2016, and will continue in full force and effect until a successor Agreement is ratified.

#### CERTIFICATION OF TENTATIVE AGREEMENT

Tentative agreement to the foregoing Contract between the parties is attested to by the representatives whose signatures appear below.

## × THE EDUCATION ASSOCIATION OF MOORE

By BARGAINING TEAM SPOKESPERSON

10-3-16

9-12-16

#### **CERTIFICATION OF RATIFICATION**

MOORE BOARD OF EDUCATION

By

Ratification of the foregoing Contract between the parties is attested to by the representatives whose signatures appear below.

G TEAM SPOKESPERSON

THE EDUCATION ASSOCIATION OF MOORE

By PRESIDENT By BARGAINING TEAM CHAIRPERSON By BA By BARGAINING TEAM MEMBER By ARGAINING TEAM MEMBER By BARGAINING TEAM MEMBER By ( BARGAINING TEAM MEMBER

10-3-16 DATE

<u>10-03-16</u>

10-03-16 DATE

<u>10-03-16</u> DATE

<u>10-03-16</u> DATE

<u>10-3-16</u> DATE

<u>10-03-16</u> DATE

#### MOORE BOARD OF EDUCATION

Robust Roman SUPERINTENDENT <u>4-12-16</u> DATE <u>9-12-16</u> DATE By D Ву ATTEST: Dichi 9-12-16 DATE PADRA OARD STATE OF OKLAHOMA, COUNTY OF CLEVELAND NE MAR

Sworn and subscribed to before me this 12 day of sptember, 2016.	# 15001126 (0) EXP. 02/05/19
My commission expires $2-5-19$	PH OBLIC HO
NOTARY PUBLIC C. M. Mo	

## **BOARD OF EDUCATION**

Mr. Mike Wright	President
Mrs. Karen Shuey	Vice-President
Mrs. Staci Pruett	Member
Mrs. Amy Reeves	Member
Mrs. Allison Richey	Member

# THE EDUCATION ASSOCIATION OF MOORE

Elise Robillard President

# **BARGAINING TEAM**

Judy Schwarz	Spokesperson
Jen Greenwell	Member
Krista Harrison	Member
Beth Kalbfleisch	Member
Ray Robinson	Member
Tristica Stanley	Member