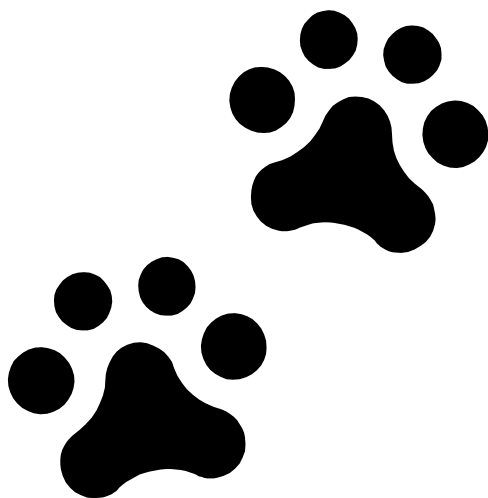


Blanchard Public Schools

2017-2018



Negotiated Contract and Procedural Agreement

Between

Blanchard Association of Classroom Teachers

and the

Blanchard Board of Education

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SCOPE OF CONTRACT

1.01 DEFINITIONS

Teacher - All certified personnel employed by Blanchard Public School District whose primary area of assignment is the instruction of students, excluding only administrative or supervisory personnel.

District -Blanchard Public School District, No. I-29 of McClain County, Oklahoma.

Board -Elected policy-making body governing the District.

Association President- Elected President of the Blanchard Association of Classroom teachers.

Immediate Supervisor- Principal or other administrator to whom teachers are directly responsible.

Certified Administrator- Principal or Assistant Principal(s) that is certified by the State Department of Education of the State of Oklahoma and holds a valid administrative certificate. This person has completed the evaluation certification training by the State Department of Education (the Tulsa Model and any required training by the State Department of Education).

School - Work location at which teachers perform their job function.

Agreement - This contract duly ratified and signed by the Board and the Association.

Association Representative- Any person designated in writing by the President or the Blanchard Association of Classroom Teachers.

Association - Blanchard Association of Classroom Teachers.

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

Probationary Teacher – Also referred to as “non-tenured” teacher. A duly certified teacher who has completed less than three (3) consecutive complete years of teaching service in the Blanchard Public School District under a written teaching contract, as provided by law.

Career Teacher - Also referred to as “post-probationary” teacher. A duly certified teacher who has completed (3) or more consecutive complete school years of teaching service in the Blanchard Public School district under a written teaching contract, as provided by law.

Superintendent - Chief Administrative officer of the District.

1.02 RECOGNITION

The Board recognizes the Association as the exclusive representative for negotiations on behalf of the professional educators of this District. The Association must have been designated as the sole bargaining representative by a majority of the professional educators of this District. Any person so

employed as a professional educator, who desires not to be represented by the Association, may so state in writing to the Board. It is the responsibility of the Board to assure that all professional educators have notice of this stipulation.

The Board hereby recognizes the Association as the exclusive bargaining agent 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 and who do not hold formal supervisory authority with respect to other employees of the district, hereafter referred to as “Teachers”. The Association will continue as bargaining agent until such time as a majority of the professional educators petition, as required by law, the Board requesting a change of representation.

DURATION

This Agreement is entered into between the Blanchard Board of Education, Independent School District I-29, McClain County, Blanchard, Oklahoma, hereinafter referred to as the “Board” and the Blanchard Association of Classroom teachers, hereinafter referred to as the “Association”, and shall become effective at the time of ratification by both parties, and shall remain in effect for a period of one (1) year beginning July 1, 2017 to June 30, 2018, or until it has been replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement.

PURPOSE

It is the purpose of this procedural agreement to establish policies to ensure a professional working relationship between the Board and the Association.

It is the intent of this agreement to promote maximum utilization of the experience and abilities of all parties concerned and to bind all parties concerned to agreements made in accordance with APPENDIX: 9.04 PROCEDURAL AGREEMENT.

AGREEMENT CLAUSE

This agreement is made and entered into this 20th day of August, 1991 by and between the Blanchard Association of Classroom teachers, hereinafter termed the “Association” and the Board of Education of Independent School District No. 20 of McClain County, Oklahoma, hereinafter termed the “Board”; and pursuant to Title 70 Oklahoma Statutes, Sections 509.1 – 509.10, the following items (articles, procedures, etc.) are hereby agreed upon by both parties.

GOOD FAITH CLAUSE

Each party herein shall negotiate in good faith and further assure that a free and open exchange of views based upon mutual understanding, concern, and cooperation occurs. (See 509.6)

1.03 SEVERABILITY

Should any part of this Agreement be declared invalid by a referendum of law, statute, or by a court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted part. The Board and the Association shall commence negotiations within thirty (30) days for the purpose of arriving at a legally permissible replacement for the deleted part. This shall include any changes to H.B. 1017 during the contract year.

II. EMPLOYMENT PROVISIONS

2.01 TEMPORARY 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-employment for a second school year will be rehired 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 April 25th of that school year.

2.02 NON-DISCRIMINATION STATEMENT

The Blanchard Public School District is an equal opportunity employer and will abide by applicable laws dealing with discrimination.

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 Blanchard 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 the Blanchard Public School district under a written teaching contract, as provided by law.

2.04 PROFESSIONAL EVALUATION

The primary purpose of the personnel evaluation shall be for the improvement of instruction. Effective with the 2012-13 fiscal year and continuing each year thereafter until further action of the board of education, the District's qualitative teacher evaluation system shall exclusively be the Tulsa Model TLE Observation and Evaluation System For teachers ("the Tulsa Model").

All evaluations shall be made in writing on the relevant Tulsa Model evaluation forms.

The process of evaluation shall include observations of the work of the teacher by the assigned evaluator.

A. Definitions:

1. Formal Evaluation - A process for improving the education of pupils through teacher professional growth and as criteria for teacher 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 teacher)
- 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. Teacher Evaluation Forms - The purpose of teacher evaluation forms as provided by the Oklahoma Teacher and Leader provides 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 teacher 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:

Only certified administrators who have completed the Evaluation certification training (the Tulsa Model and any required training by the State Department of Education) may conduct observations and evaluations. The building principal or the assistant principal(s) will have the sole responsibility for the evaluation.

Each teacher will be notified at the beginning of each school year which administrator(s) has/have been designated as his/her evaluator. The designated evaluator(s) will be listed in the building level handbook(s).

At the beginning of each school year, the administration shall acquaint teachers with the District's Tulsa Model evaluation program and make available to all teachers through hard or electronic copy the Tulsa Model Handbook and the teacher rubrics, including teacher subgroup rubrics as appropriate (counselor, nurse, speech pathologist, library/media specialist). Each building level handbook will include information about the district's Tulsa Model evaluation program.

Formal classroom observations for the purpose of evaluation shall be conducted openly with the full knowledge of the teacher. A hard copy of each electronically generated observation, formal written evaluation, follow-up report, and/or personal development plan shall be given to the teacher at a conference held between the teacher and the evaluating administrator. The administrator must sign the observation, evaluation, and any relevant personal development plan and follow-up report, at or

before the conference. The teacher shall acknowledge receipt of the observation, formal evaluation, follow-up report, and/or personal development plan at the conference by placing his/her signature thereon. Confidential information regarding observations, formal teacher evaluations, and personal development plans and follow-up reports shall not be sent through email unless specifically requested, in writing, by the teacher. Each formal evaluation, follow-up report, and/or personal development plan shall be electronically deposited in the teacher’s personnel file. Each teacher shall have the ability to print any evaluation, personal development plan and follow-up report if a hard copy is desired. Each fully signed observation form held by the administrator will remain the possession of the administrator unless they become the foundational base for subsequent employment action.

Any teacher assigned to more than one (1) school building shall be observed by an administrator in each of the assigned buildings.

No teacher shall evaluate, or participate in any way, in the evaluation process of another teacher.

Formal evaluation shall be made of probationary teachers 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 probationary teachers a minimum of once every school year prior to March 10. All career teachers will be formally evaluated at least once during each school year, by April 30. Career teachers who receive “superior” and “highly effective” ratings may be evaluated once every three years. In this case, the career teacher's overall ranking on the Tulsa Model qualitative rubric will be carried over and stand during the non-evaluation years. The following scale is in accordance with the Tulsa Model and shall be used for the rankings:

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

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

Step 2: Observations and Observation Conferences - All observations will be a minimum of thirty (30) consecutive minutes. If a teacher is assigned to more than one (1) academic area, his/her evaluation shall include at least one (1) observation in his/her primary work assignment and/or major field of certification.

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 teacher 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 teacher. The teacher also has the right to request a third observation and conference. The teacher and evaluating administrator shall review and sign a teacher observation form for each observation. A copy of each observation form must be given to the teacher and kept in the teacher's site personnel file.

Step 3: Evaluation and Evaluation Conference- The evaluating administrator shall complete the written evaluation and hold an evaluation conference with the teacher. The evaluation conference may be combined with the second (or third) observation conference. The teacher and evaluating administrator shall review and sign the teacher evaluation form. The signature of the teacher does not indicate agreement with the evaluation. A copy of the evaluation form must be given to the teacher, kept in the teacher's site personnel file, and sent to Administration Offices to be kept in the teacher's official personnel file. The teacher may, within ten (10) working days of the evaluation conference, respond to the evaluation in writing and said response will be attached to the formal evaluation. The response/rebuttal will be attached to the written evaluation. Any adverse evaluation of a teacher's performance placed in the teacher's site or official personnel file may be subject to the grievance procedure in accordance with Article 3.05: GRIEVANCE PROCEDURES, 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 teacher before issuing a detailed written plan of improvement. When the evaluation process of a teacher 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 the Contract.

Goal Setting Form - The Goal Setting Form is intended for collaborative use between administrator evaluating and teacher 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 teacher has no more than 2 ratings of "needs improvement,"
- the teacher has no ratings of "ineffective,"
- the evaluating administrator does not anticipate exiting the teacher.

The Goal Setting Form shall be developed collaboratively between the teacher 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 teacher 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 teacher and kept in the teacher's site personnel file.

Personal Development Plan - A Personal Development Plan may be issued to a teacher in response to areas rated below effective during an observation. A Personal Development Plan shall be issued to a teacher 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 teacher 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 teacher 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 teacher and kept in the teacher's site and official personnel file.

2.05 EMPLOYMENT RECOMMENDATION

Recommendations regarding employment shall be made yearly by the principal to the Superintendent. The evaluating administrator shall be given written notice for each teacher of the Bargaining Unit, and a copy shall be given to each Gaining Tenure/Career teacher prior to March 29th of each year and Temporary Contract teacher prior to April 25th. Teachers 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 teacher of the Bargaining Unit is performing unsatisfactorily in any area, the teacher 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 teacher to correct whatever appears to be the cause for potential dismissal or non-reemployment. A reasonable time for improvement, not exceeding two (2) months shall be given. When the plan of improvement has been completed, the teacher shall be notified in writing that the plan has expired or been extended. If the teacher does not correct the cause for potential dismissal or non-reemployment within a reasonable length of time, the principal may make a recommendation to the Superintendent of the school district

for the dismissal or non-reemployment of the teacher. Upon the recommendation of the principal, the teacher may be placed on conditional employment status.

2.07 SUSPENSION/ DISMISSAL

SUSPENSION

The Superintendent may suspend a teacher 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 teacher's dismissal or non-reemployment.

GROUND FOR DISMISSAL

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

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

DISMISSAL

Before a teacher may be dismissed or not reemployed, the Board shall send a copy of the Superintendent's recommendation to the teacher by certified mail, restricted delivery, return receipt requested, by personal delivery to the teacher with a signed acknowledgement of receipt, or by delivery by a process server. By the same manner, the Board shall notify the teacher of said teacher'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 teacher's receipt of notice. At said hearing, the teacher shall be entitled to all rights guaranteed under such circumstances by the U.S. Constitution and the Constitution of Oklahoma.

Notice to a Probationary Teacher 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 Teacher of its decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested, by personal delivery to the teacher with a signed acknowledgement of receipt, or by delivery by a process server. The Board's decision regarding a teacher shall be final.

Notice to a Career Teacher 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 Teacher of its decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested, by personal delivery to the teacher with a signed acknowledgement of receipt, or by delivery by a process server.

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

2.08 POSTING OF VACANT POSITIONS

teachers currently employed by the District may request a transfer to vacant positions or may apply for new positions. All vacancies in new and existing positions within the District shall be posted according to the following procedure (position shall mean either teaching and/or extra duty):

1. During the school year, notice of all vacancies, including vacancies in promotional positions, shall be posted immediately after the position becomes available in a prominent place in the teachers' lounge in each school building. All vacancies shall be posted for five (5) working days and dated appropriately. At the end of five working days, vacancies shall be made public on the school's website. (www.blanchard.k12.ok.us). A current employee interested in a position for which he/she is qualified will have an opportunity to discuss such interest with the appropriate administrator.
2. If the school year has ended, notice of all vacancies including vacancies in promotional positions shall be posted immediately after the position becomes available in a prominent place in the central administration office. In addition, any teacher currently employed by the District who is interested in other positions shall, prior to leaving school for the summer, submit in writing to the Superintendent his/her interest in specified types of positions. A summer address and telephone number shall be provided so the Superintendent or appropriate building principal can contact the teacher concerning any vacancies which may arise, and for which the teacher has expressed a written interest. The teacher has three (3) days after postmark date to respond.

2.09 TRANSFERS

VOLUNTARY TRANSFERS

Any teacher employed in the District who desires to transfer to another building or reassignment to a vacant position in a different subject area or grade level must complete the “Application for Transfer within the District” form and file with the Superintendent. Seniority will be considered, all other factors being equal.

If two (2) or more currently employed teachers have applied for the same vacant position, seniority will be considered, all other facts being equal.

Any teacher requesting transfer or reassignment must possess the necessary certification and experience in order to be considered for the vacant position.

INVOLUNTARY TRANSFERS

If it becomes necessary to fill a vacancy by an involuntary transfer or reassignment, a meeting will be held between the teacher involved and the Superintendent. At this time, written reasons for making the transfer will be presented to the teacher. If the teacher objects to the transfer, reasons for the objections will be written to the Superintendent. All responses shall be placed in the teacher’s personnel file.

2.10 SUPPLEMENTAL ASSIGNMENT

Definition:

Supplemental Assignment: Any professional assignment voluntarily accepted by a teacher of the Bargaining Unit in addition to that teacher’s primary teaching responsibility. (Refer to SUPPLEMENTAL COMPENSATION SCHEDULE attached hereto as APPENDIX 9.03.)

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

Once supplemental assignments have been accepted and the amount of supplemental compensation determined within 14 days thereof, the Board will provide a schedule of all positions and the amount of compensations awarded for the 2017-2018 school year.

In determining the amount of supplemental compensation to be awarded, the following factors shall be considered: (1) years of experience in the relevant supplemental assignment. (2) the teacher’s past record of success in the relevant area. (3) comparison to pay for similar positions in surrounding, comparable school districts. (4) other measurable factors supporting the proposed compensations.

If and when a teacher 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 teacher is relieved of his/her Supplemental Assignment, the teacher must be informed in writing of the reasons in a timely manner.

If a position becomes vacant the Supplemental Assignment Compensation may be revised by the Association.

EXTENSION OF SEASON:

Any extension of compensation shall not cause the teacher's total compensation to exceed the Supplemental Compensation Schedule. All post-season extension of season pay awards shall be presented to the Board for consideration and approval. In determining the appropriate amount of extension of season pay to be awarded, the Board shall consider (1) the additional work hours performed by the teacher and (2) the results (including but not limited to post-season results). Should the proposed extension of season pay causes a teacher's total supplemental compensation to exceed the amount set forth on the Supplemental Assignment Schedule. Such proposed compensation must be communicated in writing and approved by the Bargaining Unit on or before April 30th.

In the event that a teacher requests the Supplemental Assignment Compensation be adjusted it must be requested in writing to the negotiating team on or before April 30th.

2.11 REDUCTION IN PROFESSIONAL STAFF FORCE

If, in accordance with applicable law, the Board determines that professional staff must be reduced, the Board will reduce force according to the following policy:

1. Reduction in force policy and subsequent reduction in personnel will be a joint effort between the Board of Education and its representative, the Superintendent of Blanchard Public Schools, and the bargaining agent for the certified personnel at Blanchard Public Schools.
2. The positions eliminated will be the determining factor, not the teachers occupying those positions.
3. Probationary teachers will be terminated before a career teacher is terminated. A probationary teacher may be retained when a career teacher is terminated only if the career teacher is not qualified for certification to teach the position for which the probationary teacher is retained.
4. Career teachers holding eliminated positions will be placed in another position in which they are at the time of determination, qualified for certification, provided those areas are occupied by probationary teachers. If a career teacher is qualified for certification in a position held by a probationary teacher but does not have the necessary certificate, such career teacher must apply for the necessary certificate within fifteen (15) days after being informed and then the career teacher will be retained or the career teacher will be deemed to have refused the offer or continued employment with the Blanchard district and will be terminated. Such application

with the State Department of Education for certification is to be made through the superintendent of the local school district.

5. Determination of those who are to be released is to be made in the following order. If any step does not serve to correct the condition, the order will be continued until the condition is corrected; therefore, no teacher will be released unless such action serves to correct the condition initiating the reduction policy.
 - a. Voluntary retirements, resignations, and duration of need contracts.
 - b. Certification is a retained teaching position, which is open. A career teacher with standard certification for the retained position will be retained over a career teacher with provisional certification, and a teacher with provisional certification will be retained over a teacher with temporary certification.
 - c. Seniority in the amount of continuous full-time contracted certified employment in the district, beginning on the date the employee first reported to work (meaning, a teacher who taught in the district, resigned or was terminated, and then returned to the district, will count only the number of years of service since returning to the district.
 - d. If seniority is the same for the career teachers, the date on which the Board approved the teachers for employment will be the determining factor.
 - e. Teachers shall be selected for release based upon the following criteria in priority order:
 - (1) Ratings on the TLE must fall at the effective rating of 2.80 or above
 - (2) Years of teaching experience in the retained position in district I-29
 - (3) Academic degree status
 - (4) Years of teaching experience
 - (5) Written evaluation
 - (6) Recommendation of principal and superintendent
 - f. If all of the above criteria are equal, selection will be by lot in presence of the affected teachers.
6. If a teacher is terminated because of necessity for reduction in force, that teacher will be re-hired if:
 - a. In the opinion of the Board, adequate funds are available within a one (1) year period with the continuing benefits including but not limited to tenure, sick leave not taken out of the fund increments.
 - b. Staff with at least an Effective rating on the TLE - shall be recalled in reverse order of layoff.

Qualified teachers who were released will be notified of openings. In this case, the teacher will be contacted by certified mail and will have five (5) working days in which to respond.

7. If there is more than one probationary teacher in the position being reduced the criteria used for reduction will be upon the recommendation of the principal and Superintendent and the

approval of the Board of Education. The administration will make its recommendation based on the needs of the district.

8. Notwithstanding anything stated here to the contrary, the Blanchard Board of Education reserves the right to select and employ all administrators.

III. INDIVIDUAL RIGHTS

3.01 PERSONNEL FILE

The Board shall maintain one official personnel file on each teacher. Such file shall be housed at the Central Administrative Office. Unofficial working files may be maintained in the office of each principal.

The file may also contain other material dealing with the performance of professional services of each teacher. If the teacher is not given a copy of the material dealing with the performance of professional services at the time it is prepared, a copy of such material will be sent to the teacher at the time of its inclusion in the official file. All material placed in the teacher's official file shall be dated and signed by both parties and the teacher will have the opportunity to respond in writing to all material placed in his/her personnel file. This response must be made within ten (10) working days of the notice of the material placed in the file. Such response will be attached to the material to which it refers. When a teacher changes buildings within the district or leaves the district, information retained in the official files of the building shall be destroyed.

A teacher may, upon request to the Superintendent, review the contents of his/her official personnel file. The teacher may also have a witness of his/her own choosing present during the review of the official file. The teacher may make copies of the material contained in the file during normal working hours. Material may be removed from the teachers' personnel file in the presence of the Superintendent under either of the following circumstances: (1) upon teacher request, five (5) years from the date of the item's introduction, or (2) at any time given mutual consent of the teacher and Superintendent.

3.02 RIGHT TO REPRESENTATION

Teachers have the right to representation of his/her choosing at all conferences with administration. 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 teacher of the specific nature of the subject to be discussed.

C. Inform teacher of his/her right to representation.

D. If, during a conference between an administrator and a teacher, either the administrator or the teacher feels that it would be to his/her advantage to have a witness present, he/she may adjourn the conference and it shall be rescheduled.

3.03 STAFF RELATIONS

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

Teachers 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.

3.04 TEACHER RIGHTS

No teacher 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 teacher 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.

Teachers 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 Blanchard School District.

3.05 GRIEVANCE PROCEDURE

The Board and the Association agree that there should be a free and open exchange of ideas leading to amicable settlement of differences.

PURPOSE

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

1. Definitions

- A. A "grievant" shall mean a teacher, a group of teachers, or the Association representative filing a grievance. When a grievance is being filed by more than one (1) teacher, they may file one (1) form containing the signatures of each grievant. 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 is procedural in nature. In the event the grievant is the Association, the signature shall be that of the Association president.

- B. A “grievance” shall mean a claim that a dispute or disagreement of any kind has arisen of a negotiated item.
- C. A “party in interest” is anyone making a claim, participating in actions, or having actions taken against them.
- D. “Days” shall mean teacher employment days unless otherwise indicated. When school is not in session, “days” shall mean days when offices are open for business. If time limits are not met, the grievant may take his grievance to the next stage. If the grievant does not meet the time limits, the grievance is dropped.
- E. Time limits may be waived by mutual consent of both parties under extreme circumstances

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. The grievant may be represented at all stages of this procedure by an Association representative of his/her own choosing.
- D. This agreement does not limit the rights of an individual teacher to discuss a grievance with the proper administrators and have the problem solved without the intervention of the Association.
- E. The Board, the administration, and the Association will cooperate in any investigation of any grievance, and further will furnish such public information as is requested for the processing of any grievance.
- F. If the processing of any grievance requires a teacher or an Association representative to be released without loss of pay or benefits, payment of a substitute shall be paid by the Board or Association, determined by which party asks for release time.
- G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and cannot be used in consideration to non-renew or terminate and will be kept in a grievance file.
- H. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association to speed up the operation of the grievance procedure. Costs of preparing such forms shall be borne by the Board.

- I. All articles inclusive in this document will become the master contract for all certified personnel of the District. Any change in the policies which effect wages, hours, fringe benefits, and other terms and conditions of employment of certified personnel may become items of negotiation.
- J. 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 teacher Rights Representative in the grievant's building;
 - 2. Association teacher in the grievant's building;
 - 3. Association teacher Rights Team teacher;
 - 4. Legal representation of the grievant's choice or
 - 5. No representation.
- K. No reprisals will be taken against any teacher, board member or administrator because of participation in this grievance procedure.
- L. When a grievance is submitted at any stage on or after May1, time limits shall consist of all weekdays, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.
- M. For appeals at levels two (2) or three (3) of this procedure documentation to be considered from the previous step must be attached to the appeal. Additional evidence to be considered must also be attached.
- N. Steps shall be followed in sequence, subject to being discontinued by grievant at any point in this procedure.

Procedure

An Association representative may join in discussions to help solve the problem if desired on the part of the grievant. If this process does not satisfy the grievant, then the grievance shall proceed as follows:

Stage 1

- A. If the grievance is not resolved through discussion, then the grievance is submitted in writing to the principal.
- B. The principal arranges for a meeting to take place in five (5) days after receiving the grievance.
- C. Within five (5) days after this meeting, the principal must provide the grievant with a written decision on the grievance. The answer shall include the reasons upon which the decision was based.

Stage 2

- A. If the grievant is not satisfied with the decision, or if no decision is given within five (5) school days after presentation, the grievant submits the grievance in writing to the Superintendent.
- B. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days after the appeal is received. Witnesses and counselors may be present by mutual consent of both parties at the hearing if they have information concerning the grievance.
- C. The Superintendent will have five (5) days to give a written decision, together with the reasons for the decision, to the grievant.

Stage 3

- A. If the grievant is not satisfied with Stage 2, or no decision is given within five (5) days after presentation to the Superintendent, the grievance may be referred by the grievant to the Board of Education.
- B. The Board will hold a hearing with the grievant at the next regularly scheduled Board meeting or at a special Board meeting called for that purpose within thirty (30) days.
- C. In this stage, neither party shall be permitted to insert any evidence that was not submitted to the other party before completion of the Stage 2 meeting. Within five (5) days after the hearing, the Board shall give a written decision on the grievance to the grievant.

Note: A copy of each completed Grievance Report Form shall be received by the affected administrator, grievant, and BACT Executive Board. (Refer to the form attached hereto as APPENDIX 9.01)

3.06 PROTECTION OF TEACHERS

Any teacher 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 teacher 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 teacher'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 teacher.

3.07 TEACHER'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 70-5-101.20, Sec. 75-85; School Law (1994), Sec. 123_132]

When an issue regarding a teacher is being investigated, the teacher 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 teacher, the administrator will attempt to schedule a meeting with the teacher and the complainant. Anonymous complaints shall be disregarded. Disciplinary action shall not be taken on unsubstantiated anonymous complaints.

Complaints must be in writing and signed by the complainant before any action is taken. The complainant must follow the chain of command, beginning with the teacher, then the principal, the superintendent, and then the Board.

DISCIPLINE PROCEDURE (TEACHER)

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

- 1.) Verbal reminder-the administrator within the teacher's chain of command shall hold a conference with the teacher 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 teacher shall be placed only in the immediate administrator's working file at the site and a copy shall be given to the teacher.
- 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.

3.08 DRUG TESTING

No teacher 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

The Board shall grant four (4) days total leave to the Association to send a representative to local, state, or national conferences, meetings, or workshops, or to conduct other business pertinent to Association affairs. This leave applies to full or half/days and may be in any combination. Representatives of the

Association shall be excused from their normal duties without loss of pay. A written request for such leave shall be submitted to the Superintendent. The Association will be responsible for reimbursement for the substitute's salary.

4.02 USE OF SCHOOL BUILDINGS/MAIL

The Association shall have the right to use the school building 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 with the approval of the building administrator.

The Association shall have the right to place Association related notices, circulars, and other Association material on designated bulletin boards and in teacher's mailboxes and shall have the use of the inter-school mail service. Exclusive use of bulletin board space shall be provided in the teachers' lounge or work area of each school building or work site.

4.03 AVAILABILITY OF INFORMATION

Copies of the following items will be distributed electronically or placed in the Association's mail box in the Administration Building on the same day such copies are delivered to the Board:

1. Board Agenda
2. Copy of Minutes
3. Personnel List
4. Investment report
5. Purchases
6. Other public information item

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

The Association will prepare the final copy of the Master Contract for printing. Equipment and facilities for preparation will be made available by the Administration.

The Board and the Association agree to share the cost of printing the Master Contract on a 50/50 basis. Copies will be distributed to all certified personnel within thirty (30) days after it has been printed. Additional copies will be prepared and kept in the Superintendent's office and with the president of the Association. The Superintendent shall place a copy of the master contract in each school site library.

The Board shall be responsible for publishing the contract on the District internet site, within twenty (20) days following the ratification by the Association and the Board.

4.05 ASSOCIATION BUSINESS

The Association shall have the right to conduct Association business before or after school and/or during his/her duty-free lunch, unless given express permission by the building administrator. These activities will be conducted in a manner that doesn't interfere with classroom obligations.

4.06 ASSOCIATION AGREEMENT TERMS

This agreement shall be effective upon the signing by the President of the Association and the President of the Board. The agreement shall be renewed automatically without modification unless either party shall request amendment.

If either party desires to change any provision of this agreement, such party shall notify the other not less than fifteen (15) days nor more than thirty (30) days prior to November 1st of each year. The parties agree to enter into negotiations for modification. Negotiated modifications are final when ratified by the Association and the Board.

FINAL AGREEMENT

Agreements shall be effective upon the signing by the President of the Association by the President of the Board.

Approval by the Association is required before the package is presented to the Board. Approval by the Association will be defined as that point when the Association provides the Board with written notice that the agreement has been agreed to by a majority of the Association teachers.

Approval by the Board is defined as that Board action which by official vote approves the agreement by entering such approval into the official Board minutes.

V. LEAVE PROVISIONS

5.01 SICK LEAVE

Each teacher shall be granted ten (10) days of sick leave at the beginning of each school year without the cost of the substitute or salary deduction. Unused sick leave shall accumulate up to ninety (90) days. Sick leave may be used for personal accidental injury, illness, pregnancy, or accidental injury or illness of the teacher's immediate family.

When a teacher is absent from his/her duties after sick leave is exhausted due to personal accidental injury, illness or pregnancy, the teacher shall receive full contractual pay less the amount paid to a certified substitute for an additional twenty (20) days. If all available sick leave days have been exhausted, a teacher may apply to the Board of Education for a leave of absence for the remainder of the school year.

SURVIVORS BENEFIT

The designated survivor of a professional educator who dies while under contract with Blanchard Public Schools will receive the benefits of sick leave. The professional educator must provide the school with a certified statement of beneficiary.

BENEFIT REQUEST

The benefits of sick leave pay must be applied for on or before the Wednesday before the last board meeting in June. Persons resigning or retiring after this date forfeit claims to benefit pay.

SICK LEAVE SHARING PROGRAMS

The sick leave sharing program for Blanchard Public School Employees will become operational beginning in September 1, 2002.

- I. Sick Leave Sharing – This program shall permit district employees to donate sick leave to a fellow district employee who is pregnant or recovering from childbirth, or who is suffering from or has a relative or household teacher suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment. An employee shall receive the donated days before being docked the cost of a certified substitute for 20 days. The sick leave sharing guidelines are as follows:
 - A. The board of education of each school district may establish a leave sharing program for all certified employees. The program shall permit certified employees to donate sick leave to a fellow certified employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household teacher suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.
 - B. As used in this section:
 1. “Relative of the employee” means a spouse, child, stepchild, grandchild, grandparent, stepparent or parent of the employee;
 2. “Household teachers” means a person whom resides in the same home, who has reciprocal duties to provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune;

3. “Severe” or “extraordinary” means serious, extreme or life-threatening including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom; and
 4. “Certified employee” means a teacher or any full-time employee of the school district.
- C. A certified employee may be eligible to receive shared leave pursuant to the following conditions:
1. The Board of Education determines that the employee meets the criteria described in this section; and
 2. The employee has abided by District policies regarding the use of sick leave.
- D. A District employee may donate annual leave to another District employee only pursuant to the following conditions:
1. The receiving employee has exhausted, or will exhaust, only sick leave earned pursuant to ARTICLE 5:01 SICK LEAVE of this title due to pregnancy, miscarriage, childbirth and recovery therefrom, an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature, and involves the employee, a relative of the employee or household teacher;
 2. The condition has caused, or is likely to cause, the employee to go on leave without pay or to terminate employment;
 3. The Board of Education of the District permits the leave to be shared with an eligible employee;
 4. The amount of leave to be donated is within the limits set by the Board of Education of the District; and
 5. District employees may not donate excess sick leave that the donor would not be able to otherwise take.
- E. The Board of Education of each school district shall determine the amount of donated leave an employee may receive.
- F. The Board of Education may require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or healthcare practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- G. Donated sick leave is transferable between employees of different school districts in the state with the agreement of both boards of education of each school district.
- H. The receiving employee shall be paid the regular rate of pay of the employee. The sick leave received will be designated as shared sick leave and be maintained separately from all other sick leave balances.
- I. Upon retirement, a teacher with more than 75 but no more than 90 days sick leave shall have the opportunity to donate up to 15 days to an employee to the sick bank.
- J. Any donated sick leave may only be used by the recipient for the purposes specified in this section.
- K. Only sick leave earned pursuant to ARTICLE 5:01 SICK LEAVE of this title is available for use by the recipient and must be used prior to using shared sick leave.
- L. Any shared sick leave not used by the recipient during each occurrence as determined by the board of education shall be returned to the donor. The shared sick leave remaining will be

divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to the annual leave balance of each donor.

- M. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purpose of the leave-sharing program.

II. Sick Leave Bank – The following procedures will be in effect:

- A. All employees will be eligible to participate, including administrators and teachers.
- B. The bank will be “funded” through voluntary donations which will be accepted during the current school year.
- C. Employees will be allowed to donate up to 10% of their accumulated days (one (1) to six (6) whole days annually.) Upon retirement, a teacher with more than 75 but no more than 90 days sick leave shall have the opportunity to donate up to 15 days to the sick bank.
- D. An individual may receive days from the Sick Leave Bank only after their sick days have been depleted completely. An employee can receive the donated days before being docked the cost of a certified substitute for 20 days.
- E. Sick leave from the bank will be granted by a committee including one administrator and one certified employee from each school site. These teachers shall remain anonymous. Teachers on the committee will be asked to serve for a three-year term.
- F. Vacancies will be filled by a nominee from the Negotiation team.
- G. All correspondence for sick leave shall be directed to the current president of BACT.

5.02 PERSONAL BUSINESS LEAVE

The Blanchard School District shall provide for all teachers a minimum of three (3) days for personal business leave, upon the written request of the teacher. Such leave shall be limited to personal business matters that cannot be conducted after school hours or on the weekend. If a certified staff member has an unforeseen or inconvenient scheduling of an appointment requiring an absence of less than one hour and the class time is covered by helping hands or community member not employed by the District, that person will not be docked leave. The district will assume the cost of hiring a substitute for the teacher taking leave. These days are non-cumulative. Unused days will be added to the teacher’s sick leave at the end of the current year.

Request for personal business leave shall be made in writing and in advance when possible; if not possible, then the written request should be filed within one day after the teacher returns to work. All written request for personal business leave must be submitted to the appropriate building principal for approval. The notice shall include a signed statement that the day(s) was not used for personal entertainment, recreation, gainful employment, or to seek another position.

The types of situations that may qualify for personal business leave are varied and numerous. The following examples serve as guidelines:

- a. Family illness other than immediate family
- b. Emergency business transactions

1. Loan closings
 2. Other banking matters
 3. IRS reviews
 4. Etc.
- c. Legal Matters
1. Meetings with attorney for personal, spouse or children's business
 2. Court appearances
 3. Settling of estates
 4. Etc.
- d. Miscellaneous
1. Attend business convention with spouse
 2. Military obligations
 3. Attendance at a school activity if son or daughter is participating
 4. Etc.

5.03 LEAVES OF ABSENCE

A teacher may upon application and approval of the Board of Education thereof be granted a leave of absence without pay. All leaves of absence, but those excepted by law, shall be for one (1) semester or one (1) contractual year or for the remainder of the semester or contractual year if the semester or year has begun. If the leave of absence requested is for the first semester, a position will not be guaranteed or created for the second semester of the same school year. Reinstatement may be approved during that time period if the services of the teacher are needed.

A teacher who has been employed by the Blanchard Public Schools at least four (4) consecutive years as a full-time contracted employee may be granted a leave of absence without pay. Leave of absence will not be granted unless the Board can find a suitable replacement.

Leaves of absence shall be requested in writing at least thirty (30) days prior to the beginning date of the leave. All leave will be effective on the morning of the date requested for such leave to begin. It shall be the obligation of the teacher to notify the Superintendent confirming the intent to accept a teaching assignment by March 15. In the case of a leave of absence for the first semester only, this notification must be made by November 15. Teachers returning from a leave of absence shall be assigned to the school and/or department from which his/her leave of absence was granted if the appropriate vacancy exists.

While a teacher is on leave of absence without pay, sick leave allowances shall not accrue, accumulated sick leave shall not diminish, and salary increments of years of teaching experience will not increase except in those cases involving military leave and/or teaching assignments that qualify as teaching experience according to the regulations of the Oklahoma State Department of Education. Provisions will be made whereby the teacher on leave of absence can arrange payment for professional organization dues and insurance programs as long as there is not a conflict with the provisions of the insurance policy.

5.04 EMERGENCY LEAVE

Emergency shall be defined as any immediate and/or unanticipated event of a personal or daily nature, which will necessitate the absence of a teacher. Emergency leave shall not exceed three (3) days per year. These days shall not be chargeable to sick leave and are non-cumulative. All requests for Emergency Leave must be in writing and submitted to the Superintendent for approval. The cost for substitutes for teachers on emergency leave will be assumed by the District.

5.05 CANCELLATION OF LEAVE DUE TO EMERGENCY SCHOOL CLOSING

When, in the opinion of the Superintendent, it is advisable to close the Blanchard Schools due to bad weather or other lawful emergencies, no leave days previously arranged for that day by a teacher shall be deducted.

5.06 BEREAVEMENT LEAVE

Bereavement leave shall not exceed five (5) days in case of the death of a sister, brother, grandparent or corresponding in-laws. A maximum of ten (10) days, which may or may not be consecutive, shall be allowed in case of the death of a child, grandchild, husband, wife, mother, or father. Bereavement leave may be requested for friends and shall be charged to sick leave.

5.07 MILITARY LEAVE

Teachers who are either officers or enlisted teachers of the Reserve Corps of the Army, the Navy, the Marine Corps, the Coast Guard, or another component 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 FAMILY MEDICAL LEAVE PROVISIONS

The Blanchard Board of Education recognizes its responsibility to extend its qualifying employees protection under the Family and Medical Leave Act (“FMLA”) as defined by the United States Department of Labor, Wage, and Hour Division. You may review your rights under the FMLA at <https://www.dol.gov/whd/fmla/>.

5.09 JURY DUTY LEAVE AND COMPENSATION

If a teacher of the Bargaining Unit absent on jury duty needs a substitute, this substitute shall be paid by the District. The teacher shall incur no loss of salary and shall be entitled to keep all monies paid by the court for jury services. It is the teacher’s obligation to provide a copy of the summons received requiring

his/her appearance for jury duty as well as a copy of any check(s) received in order to allow the district to accurately account for the jury duty service.

A teacher 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 teacher is excused from jury duty for an entire day, he/she is expected to be at his/her assignment.

5.10 LEGAL PROCEEDINGS LEAVE

A teacher 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 teacher or any action resulting from a criminal charge filed against the teacher.

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

If a teacher is required to attend legal proceedings related to his/her role as a BPS 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 Superintendent. All documentation requested must be submitted along with the request including but not limited to a copy of the summons received requiring his/her court appearance as well as a copy of any check(s) received in order to allow the district to accurately account for the court service.

5.11 FRIENDLY-DOCK LEAVE

In the event that a teacher has exhausted personal business leave days, the Blanchard School District shall provide for all teachers a minimum of three (3) days for friendly-dock leave, at the actual cost to the District which will be assumed by the teacher. These days are non-cumulative. Such leave shall be limited to unanticipated events and spouse business events on which dates cannot be rescheduled.

Requests for friendly-dock leave shall be made in writing and in advance to the appropriate building principal for approval. The types of situations that may qualify for friendly-dock leave are varied and numerous; however, the appropriate principal will judge each situation on its own merit.

VI. WORKING CONDITIONS

6.01 WORK YEAR

The work year for all certified teachers shall be equivalent to one thousand eighty (1,080) hours of instruction to include:

- A. Two (2) parent-teacher conference days in a year. Parent-teacher conference days will be scheduled over two (2) days. A total of six (6) hours must be allotted for each conference session.

- B. The last two days of the school calendar shall be designated as “inclement weather” days. So long as all school sites have satisfied the state minimum required hours of instruction. School will not be in session on the designation inclement weather days. Administration will announce whether or not school will need to be conducted on the inclement weather days on or before May 1, 2018.
- C. In addition, teachers shall report for three (3) in-service days prior to the first day of instruction with additional service days to be scheduled in an amount sufficient to satisfy the state minimum requirement for professional development.

6.02 TEACHER DUTY DAY

Teacher duty day will be defined as thirty (30) minutes beyond the class day at the discretion of each site administrator. Teachers at each site must be notified in writing regarding the site expectations prior to the first day of each school year. If Administration desires to conduct a group meeting with the teachers, said meeting will not extend the teacher’s contracted duty time. Teachers unable to attend said meeting will not be disciplined by administration.

6.03 DUTY-FREE LUNCH

Each teacher shall be granted thirty (30) consecutive minutes each day for a duty-free lunch. A teacher may leave campus during his/her lunch period.

6.04 PREPARATION TIME

All teachers in grades pre-kindergarten (pre-K) through twelve (12) shall have a designated class period for preparation time each day. Preparation time shall not come before the beginning of school, after the school day, or during the designated lunch period.

6.05 DRESS CODE

Teachers of the Bargaining Unit will maintain professional dress, appropriate to their individual teaching activities and such dress shall not distract from or disrupt the instruction of students.

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

6.06 ABSENCE-SUBSTITUTE HIRED

Each day that is necessary for a teacher of the Bargaining Unit to be absent from assigned duties, the teacher must make every effort to notify the Office Personnel at his/her designated site. Teachers shall notify appropriate personnel of the absence as soon as the need for a substitute is known.

6.07 TEACHING FACILITIES

The Board will make reasonable efforts to maintain healthy and safe conditions at each school site in compliance with applicable statutes and/or regulations. Teachers shall not be required to work under unsafe or hazardous conditions as determined by the proper regulatory authority. Teachers shall report concerns of inadequacies to the building principal. In an effort to maintain healthy and safe working conditions, the Board and/or its designated representative, shall conduct periodic walk-throughs of each building site. Any concerns that have been brought before the principal shall be addressed during and/or before the walk-through. Walk-throughs should occur no less than two times per year. Should a teacher bring a concern to the principal that involves his/her health or the health of his/her students – the Board and/or its designated representative will complete a walk-through of said building within one week of notification. Should the concern warrant immediate attention, the Board will comply with all Health and Safety regulations to remediate the problem.

Teachers 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. Teacher concerns shall be reported in writing to his/her principal and the report shall be forwarded to the Superintendent.

The underground teaching facility (aka the Intermediate School) shall be used as a shelter by the City of Blanchard, when it deems necessary, for public safety. The underground teaching facility classrooms shall be locked at the end of each school day. Designated ‘safe zone’ areas for public use shall be deemed as: the hallways, bathrooms, and the teacher’s lounge. If the City has need of additional space for public safety, classrooms will be unlocked by the city fire chief and/or his designee; however, the room must have a city employee or school personnel present at all times in the room(s). The city employee and/or school personnel will assume responsibility for the integrity of the room. Rooms shall be unlocked according to the order provided to the city’s fire chief or the posting in the teacher’s lounge.

Residents may bring their pets for sheltering provided the animal is caged and remains so while in the building during the inclement weather. Owners must place their caged animals in the underground bathroom facilities at the end of the hallways. Owners may choose to stay with their caged animals in the bathroom(s). Only service animals will be permitted into the main ‘safe zone’ areas of the building.

6.08 CLASS SIZE

STATEMENT OF BELIEF ON CLASS SIZE

The Blanchard Association of Classroom Teachers in conjunction with the Administration and the Blanchard 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.

Special consideration will be given to Pre-K and Kindergarten to help maintain smaller class size.

6.09 CONFERENCES

Parental, placement, or other student related conferences may be arranged by the teacher of the Bargaining Unit or the Principal. Such conference shall, whenever possible, be scheduled during the teacher's workday. At the request of the teacher, 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.

6.10 LEAVING CAMPUS POLICY

All certified personnel should be at school during their designated working hours; however, individuals may leave the campus during the lunch period, providing they do not have a scheduled duty or assignment and they return prior to the time their duty or class resumes. Leaving campus at any other time of day should be for emergency reasons only and must be approved by the appropriate building principal.

6.11 STUDENT DISCIPLINE

Pursuant to Blanchard Board of Education Policy, Section FO; and Student Handbook Blanchard Public Schools, Authority of the School and Discipline:

Students are subject to the authority of the school and its officials. Teachers have the responsibility to insure a climate conducive to the safety and welfare of students and others in the school. They are further responsible for the learning and social development of students at school.

One of the most serious offenses students can commit is insubordination to a teacher, and any such behavior shall be dealt with most severely. Under no circumstances will disrespectful or threatening behaviors toward a teacher be tolerated.

Blanchard Public School teachers have a responsibility to the community as a whole to create an environment that is conducive to optimal learning in his/her classroom.

In accordance with the above outlined policy and in an effort to maintain the learning environment of all students, Blanchard Public Schools teachers shall have the support of its principals, superintendents, and School Board teachers to execute the discipline policy to its fullest extent.

Students whom: disobey school rules, show disrespect for any teacher or other school personnel, or who damage any school or teacher's personal property will be subject to disciplinary actions. Students who abuse a teacher (kick, hit, punch, head butt, bite, pinch, yell profanities, etc.) should be disciplined by the principal using the guidelines as outlined in the Student Handbook, and/or Board Policy to its fullest extent. Disciplinary methods may include but are not limited to the following methods:

1. Conducting a conference with student and/or the student's parents.
2. Assigning the student to an in-school alternative placement.
3. Detention.
4. Referral to a counselor, law enforcement official or state agency.
5. The formation of a behavior contract setting forth the requirements the student will need to comply with during a probationary period to avoid a current suspension out-of-school or other penalty.
6. Changing the student's assignments.
7. Requiring a student to make financial restitution for damaged property.
8. Requiring a student to clean or straighten items or facilities damaged by the student's behavior.
9. Removal or restrictions of privileges, such as recess, off-campus lunch, parking on District property, participation in or attendance at extracurricular activities, or off-campus school activities.
10. Suspension out-of-school.
11. Probation
12. Corporal Punishment
13. Other appropriate discipline action as deemed to be appropriate from the circumstances.

Students disciplined for a violent offense directed toward a classroom teacher shall not be allowed to return to the teacher's classroom without the teacher's prior approval per occurrence.

6.12 MEETINGS

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.

ADMINISTRATION MEETINGS

Meetings scheduled after the teacher workday defined are optional and teachers cannot be required to attend.

6.13 SCHOOL CALENDAR

Prior to January thirteenth (13th) of each school year, the Association may provide input to the Superintendent regarding the school calendar for the ensuing year. If such input is provided, the Superintendent shall consider the Association's input before making his/her recommendation to the Board, and shall also forward the Association's recommendation to the Board.

VII. FRINGE BENEFITS:

7.01 SICK LEAVE ACCUMULATION REIMBURSEMENT

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

At the end of each school year, each teacher will receive twenty (20) dollars for each day of the current year's unused sick leave that is in excess of ninety (90) days of accumulated leave, to be paid with the summer warrants.

Upon retirement, as per state retirement plan, each teacher shall be paid at the rate of twenty-five (25) dollars per day for all sick leave accumulated up to a maximum of seventy-five (75) days.

Teachers leaving the District may be paid for accumulated sick leave up to a maximum of seventy-five (75) days. Teachers must have consecutive years' experience in the District of at least four (4) years before becoming eligible to receive pay for accumulated sick leave. This policy will not apply to teachers who have less than four (4) consecutive years of teaching experience within the District or teachers who elect to have their accumulated sick leave transferred to another school district.

Teachers will be paid for accumulated sick leave as follows:

1. With 4 years, but less than 10 years, \$15 per day.
2. With 10 years, but less than 20 years, \$20 per day.
3. With 20 years or more, \$25 per day.

Accumulated sick leave, up to sixty (60) days, will be transferred when a teacher leaves employment within the District and secures employment in another school district in Oklahoma.

A teacher may elect to be compensated for accumulated sick leave as described above or may elect to transfer unused sick leave days but may not do both. This policy will not apply to teachers leaving the system who have been terminated or whose contracts have not been renewed because of not being rehired or dismissed. However, this will apply to teachers who are leaving because of reduction in force.

7.02 RETIREMENT CONTRIBUTION

When per pupil funding (as calculated based on total state aid received by the school district) meets or exceeds \$3,152.50 per pupil (2009 funding level), the District in addition to its required OTRS contribution, will pay a percentage of the teachers' OTRS contribution to OTRS on the teachers' behalf. The percentage will be determined at the discretion of the Board and will not exceed 100% of the teachers' OTRS contribution. In determining the percentage, the Board, among other things, will take into account the increased recurring revenue dedicated to operational costs.

7.03 SOCIAL SECURITY

The Board shall maintain social security coverage for each teacher of the Bargaining Unit.

7.04 WORK RELATED INJURY

The Board shall provide worker's compensation coverage for each teacher in Blanchard Public Schools.

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

- 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 teacher to the extent that the injured teacher shall receive full wages during the teacher's temporary absence.
- B. Shall draw, if eligible, Workers' Compensation until the teacher 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 teacher has exhausted Worker's Compensation benefits and is not certified to return to work.
- D. A teacher who is injured as a result of assault or battery while the teacher 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 teacher.

7.05 UNEMPLOYMENT COMPENSATION

The Board shall maintain unemployment compensation coverage for each teacher of the Bargaining Unit.

7.06 BENEFITS

HEALTH INSURANCE

Each teacher who participates in the district's health insurance plan shall receive the full cost of the HealthChoice High monthly premium regardless of which plan is chosen. If the chosen plan is higher than HealthChoice High. The teacher will pay the difference in premium. If it is less, the teacher will receive the difference in their regular check. Each teacher who does not participate in the district's health insurance plan shall receive the monthly sum of sixty-one dollars and seventy-one cents (\$69.71) in lieu of the monthly premium amounts, as per state law. (If state law changes the amount will change accordingly.)

FRINGE BENEFITS

- 1/3 of the employees' dental premium, if elected
- 1/3 of the employees' vision premium, if elected

The Board will continue to pay one-third (1/3) of the members' premium for dental and vision insurances.

- A \$10,000 life insurance policy

A \$10,000 life insurance policy is provided to all contracted employees, subject to benefit reduction at age 70 (65% paid) and again at age 75 (50% paid), as per the industry standard.

- Teacher's retirement on additional monies, i.e., Extra Duty, stipends, overtime, etc.

While Teacher's Retirement is considered by the state of Oklahoma to be part of the state minimum salary, it shall be separated and paid as a benefit to the contracted teacher, thereby allowing retirement to be paid on the retirement "benefit". As well, the school shall pay retirement on true fringe benefits and on any additional monies paid to our employees eligible for said benefit as per state of Oklahoma and TRS of OK regulations, which exclude bonuses, pay for sick leave, professional dues, etc.

CAFETERIA PLAN

Teachers may direct compensation via payroll deduction to programs available in the section 125 Cafeteria Plan. These options currently include:

- Group-term Life Insurance
- Whole Life Insurance

- Short Term Disability Insurance
- Cancer & Dread Disease Insurance
- Critical Illness Insurance
- Accident Insurance
- Unreimbursed Medical

ANNUITIES

Employees are eligible to participate in a 403(b) or 457(b) annuity plan if they so choose.

CONTINUATION OF BENEFITS DURING LEAVE OF ABSENCE

If the selected plan permits, the Board and the Association further agree that a teacher may continue his/her Cafeteria Plan and Annuity contributions during an approved leave of absence, provided the teacher makes full premium payments. Contact Human Resources for more information.

VIII. COMPENSATION

8.01 REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILE

Each teacher 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 Superintendent and administrator whose budget is affected. Claims should be compiled and submitted at the end of each academic quarter.

8.02 PAYROLL DEDUCTIONS

In addition to those deductions required by state and federal law, each teacher 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. OEA/NEA Fund contributions;

8.03 PAYROLL

Teachers shall be paid on the first (1st) and the fifteenth (15th) of each month. The first few pay dates of each year may vary in accordance with the requirements of State Law. If a regular pay date occurs on a

weekend or holiday, teachers shall be paid on the last workday prior to the weekend or holiday within which the pay date occurs.

The Board shall, upon authorization from the teacher, make arrangements for payroll deduction for United Teaching Profession Dues (including the dues for Blanchard Association of Classroom teachers), annuities, school approved health insurance, teachers' retirement, life insurance, and cancer insurance.

Teachers wishing to cancel any part of their payroll deduction options may do so by giving notice to the payroll clerk of the district at least two (2) weeks prior to the next payroll deadline date. Teachers may elect to participate in any Optional Fringe Benefit Program to be paid out of the teachers' contract salary.

The Board authorizes the Superintendent to pay the certified staff on a twelve-month pay schedule.

SUMMER WARRANTS

The June summer warrants will be issued at checkout time, and the July and August warrants will be issued by June 30th. If a teacher desires to have warrants mailed on a monthly basis during the summer he/she must furnish the office with a stamped, self-addressed envelope for each month.

8.04 COMPENSATION

The compensation of all persons covered by this contract is set forth in APPENDIX 9.02 which is attached hereto and made a part hereof.

- A. Each new teacher of the Bargaining Unit hired prior to contract ratification in a school year shall be placed on the compensation schedule commensurate with the returning teachers.
- B. Upon ratification, all teachers shall be moved to the placement for which they are qualified for the current contract year.
- C. Any encumbrances in addition to the compensation schedule shall be in accordance with this article or ARTICLE 8.06: SUPPLEMENTAL COMPENSATION SCHEDULE.
- D. The current State Minimum Teacher Salary Schedule shall be implemented. Additional salary columns (Bachelor + 10, Bachelor + 20, Masters + 10, Masters + 20, Masters + 30, Masters + 40) shall be retained at the same increments within the state schedule as in previous years.
- E. All employees without previous teaching experience shall be placed on step 0.
- F. All employees with teaching experience within the State of Oklahoma shall be given full credit for that experience, as verified by state records, and placed on the appropriate step.
- G. All employees with teaching experience outside the State of Oklahoma shall be credited with that experience and shall be placed on the appropriate step.
- H. To the extent approved by the Oklahoma State Board of Education, all employees shall receive credit for one year of teaching experience for the following: each year of active service in an armed force of the United States or alternate civilian service required by the Selective Service

System: each year in the Peace Corps, VISTA, or the National Teacher Corps, and for any type of service recognized by the Oklahoma State Board of Education for certification and salary increments.

- I. All employees shall be placed on the appropriate degree, classification, as verified by official records, such as a college transcript. Hours added to bachelors and masters need to be completed chronologically after the bachelors or masters are completed.
- J. A teacher who has earned an advanced degree (or additional credit hours) must present appropriate documentation (i.e. transcript, letter from the university official, etc.) by September fifteenth (15th) in order to qualify for movement on the salary schedule for the beginning of the current year. Documentation provided after September fifteenth (15th) will qualify the teacher for movement for the ensuing semester. A teacher must present appropriate documentation of advanced degree (or additional credit hours) by January fifteenth (15th) in order to qualify for movement on the salary schedule for the beginning of the second semester. Documentation provided after January fifteenth (15th) will qualify the teacher for movement for the ensuing year.
- K. All employees shall be placed at the appropriate step in accordance with these provisions at the beginning of the contract year.
- L. Employees on extended contracts shall receive their normal per diem rate (annual salary schedule rate divided by 175) for each day employed. Employees working in state or federally mandated programs shall receive additional compensation as stipulated by the governing agency.
- M. Teachers who volunteer to perform lunch duty during their regularly scheduled duty-free lunchtime shall be compensated at the current rate of \$15 per lunch period.
- N. National Board-Certified teachers who are teachers 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.

8.05 SUPPLEMENTAL ASSIGNMENT COMPENSATION

A teacher of the Bargaining Unit who accepts a supplemental assignment shall be compensated. Compensation for all supplemental assignments shall be based on APPENDIX 9.03: SUPPLEMENTAL COMPENSATION SCHEDULE attached hereto and made a part hereof. Teachers shall start to receive supplemental pay (extra duty pay) immediately after their official report date back to work.

8.06 One-Time Incentive Pay

The Board, in its discretion, may award one-time incentive pay to all teachers of the Bargaining Unit. In the event the Board awards one-time incentive pay, such pay shall not be considered compensation under Oklahoma Statute title 70 Section 18-114.9. Teachers of the Bargaining Unit will be notified by December 10th in the fall and May 15th in the spring if an one-time incentive pay is to be awarded.

Appendices

- 1. Grievance Form**
- 2. Compensation Schedule**
- 3. Supplemental Compensation Schedule**
- 4. Procedural Agreement**
- 5. TLE**
- 6. Goal Setting Form**

Blanchard Public Schools / Blanchard Association of Classroom teachers Grievance Form

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

Name of Grievant _____ Assignment _____

Site _____

Date of Occurrence giving rise to the Grievance _____

Contract article(s) allegedly violated _____

Statement of Grievance _____

Relief Sought _____

Signature of Grievant _____ Date _____

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

Signature and Title _____ Date _____

Grievant is satisfied with the disposition of grievance at this level Yes _____ No _____

Signature of Grievant _____ Date _____

IV. APPENDIX
9.02 SALARY SCHEDULE

BLANCHARD PUBLIC SCHOOLS
BLANCHARD ASSOCIATION OF CLASSROOM TEACHERS
PROCEDURAL AGREEMENT

I. PURPOSE

- 1.1 It is the purpose of this procedural agreement to establish policies to ensure a professional working relationship between the Board and the Association. It is the intent of this agreement to promote maximum utilization of the experience and abilities of all parties concerned and to bind all parties concerned to agreements made in accordance with Section VII of this procedural agreement.

II. AGREEMENT

- 2.1 This agreement is made and entered into this 20th day of August, 1991 by and between the Blanchard Association of Classroom teachers, hereinafter termed the “Association” and the Board of Education of Independent School District No. 20 of McClain County, Oklahoma, hereinafter termed the “Board”; and pursuant to Title 70 Oklahoma Statutes, Sections 509.1 – 509.10, the following items (articles, procedures, etc.) are hereby agreed upon by both parties.

III. RECOGNITION

- 3.1 The Board recognizes the Association as the exclusive representative for negotiations on behalf of the professional educators of this District. The Association must have been designated as the sole bargaining representative by a majority of the professional educators of this District. Any person so employed as a professional educator, who desires not to be represented by the Association, may so state in writing to the Board. It is the responsibility of the Board to assure that all professional educators have notice of this stipulation.
- 3.2 The Board hereby recognizes the Association shall continue as the exclusive bargaining agent 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 and who do not hold formal supervisory authority with respect to other employees of the district, hereafter referred to as “Teachers.” The Association will continue as bargaining agent until such time as a majority of the professional educators petition, as required by law, the Board requesting a change of representation.
- 3.3 In accordance with Oklahoma’s Professional Negotiations Act (70 O.S. Sections 509.1 – 509.10), no employee shall be discriminated against by the Board and/or its representatives, and/or by the Association and/or its representatives for exercise or non-exercise of rights; nor shall either party discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or Membership or non-Membership in any other organization; nor shall Membership in any organization be required as a condition of employment.

IV. GOOD FAITH CLAUSE

- 4.1 Each party herein shall negotiate in good faith and further assure that a free and open exchange of views based upon mutual understanding, concern, and cooperation occurs. (See 509.6)

V. NEGOTIATIONS PROCEDURES

5.1 Requests for Meetings

- A. Written request for negotiations between the Board and the Association may be submitted by either party. A written request will be made within ten days of the receipts of any such written request, provided that the first meeting shall be held within fifteen days after receipt of the request. The respective chief negotiators will establish a mutually acceptable time and place for the meeting.
- B. If either the Board or the Association has notified the other party of its intent to negotiate, the first bargaining meeting will be held by mutual agreement. Prior to the time set for the first bargaining meeting, the Board and the Association, through its President, shall designate in writing the names who shall serve on their respective negotiating teams. The Board's team will include at least one acting board members. The Association's team will include a negotiating member from each site and a negotiation spokesperson. Each party shall also designate the person on their team who will be the chairperson or chief negotiator.
- C. Once negotiations have begun, the time and place of the next session will be agreed upon by the chief negotiators prior to the adjournment of each session.
- D. If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties without loss of pay.

5.2 Attendance at Meetings

- A. A majority of both the Board representatives and the Association representatives must be present prior to calling a meeting to order.
- B. In such cases where either committee does not have a majority of its teachers present, the chief negotiators will reschedule the meeting to be held within five days.
- C. Each committee teacher shall be notified by his respective chief negotiator as to the time and place of the meeting.
- D. Negotiations shall be conducted in sessions that are closed to the general public. However, each party may be allowed alternate teachers and visitors upon mutual consent of both chief negotiators. In the event a caucus is called by either team a consultant may be called in.
- E. Prior to ratification all negotiated items will be considered confidential.

IV. APPENDIX

9.04 PROCEDURAL AGREEMENT

5.3 Tentative Agreement

- A. This agreement shall be effective upon the signing by the President of the Association and the President of the Board. The agreement shall be renewed automatically without modification unless either party shall request amendment.
- B. 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 spokesperson 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.
- C. If either party desires to change any provision of this agreement, such party shall notify the other not less than fifteen (15) days nor more than thirty (30) days prior to November 1st of each year. The parties agree to enter into negotiations for modification. Negotiated modifications are final when ratified by the Association and the Board.

5.4 Final Agreement

- A. Agreements shall be effective upon the signing by the President of the Association by the President of the Board.
- B. Approval by the Association is required before the package is presented to the Board. Approval by the Association will be defined as that point when the Association provides the Board with written notice that the agreement has been agreed to by a majority of the Association teachers.
- C. Approval by the Board is defined as that Board action which by official vote approves the agreement by entering such approval into the official Board minutes.

5.5 Press Releases and Monitoring Devices

During negotiations as described, releases to news media concerning negotiation sessions shall be made only with signed approval of both negotiators. Such releases will be composed and approved by the chief negotiators during the negotiations meeting. No monitoring or recording devices will be present while negotiating sessions are being conducted without mutual consent of the chief negotiators.

5.6 Exchange of Information

The Board agrees to provide the Association with data as to anticipated income and expenditures as soon as such data is available. Additionally, the Board will provide the Association with updated fiscal information and will provide access to any fiscal data needed by the Association for developing intelligent, feasible, and constructive proposals on behalf of Association teachers.

The Board shall also provide the Association with such information as is necessary to be used in formulating proposals on behalf of teacher teachers or with such information as is pertinent to the matter to be considered.

5.7 Agenda

Formal agenda items will be exchanged between the two chief negotiators at least five days prior to a scheduled meeting. The chief negotiator who requests the meeting will begin by presenting his agenda items. By mutual consent of the chief negotiators, non-agenda items may be introduced.

VI. IMPASSE

1. Mediation:

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

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

2. Fact Finding:

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

A fact-finding committee consisting of three teachers shall be formed. One teacher shall be selected by the Association and one teacher shall be selected by the Board within five (5) days. These two teachers will notify the State Superintendent of Public Instruction (or designee) that a fact-finder is needed. The State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact-finders to the parties. If the representative of the Board and the representative of the Association cannot agree upon a name, then there shall be a coin toss. The winner of the toss shall decide whether to strike a name first or to have the loser of the toss strike a name first from the list. The two representatives shall then continue alternately striking a name from the list until only one name remains. That person shall then be named to serve as chairperson of the fact-finding committee.

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

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

the representative selected by the Association, and the expenses of the third teacher shall be shared equally by the Board and the Association.

IV. APPENDIX

9.04 PROCEDURAL AGREEMENT

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

The chairperson shall convene the committee for fact-finding. The committee shall meet with representatives of both parties, and within twenty (20) days after the fact-finding hearing, shall present its written recommendations to the Board and the Association.

The report shall set forth findings of fact and recommendations on the issues submitted. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties shall meet seven (7) days of the request, unless both parties deem it unnecessary.

At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements as provided for by this action, either party may discontinue such effort.

The local board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the local Board of Education shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation. Three-teacher Committee

After composition, said committee shall conduct a fact-finding hearing and shall adopt and issue procedural rules to all parties as to the conduction of said hearings. Within ten days after said hearing, the committee shall issue its findings and recommendations to both parties; however, the committee's report shall be advisory only and shall not be binding on either party.

2. Costs and Expenses

All costs and expenses incurred by either party to this agreement shall be borne by that party and in the case of joint proceedings; each party shall equally share the costs and/or expense.

(For Informational Purposes Only)

FAMILY MEDICAL LEAVE ACT

The Blanchard Board of Education recognizes its responsibility to extend all its full-time employees the Family Medical Leave Act of 2009. This information can be found in the administration office.

(For Informational Purposes Only)

OKLAHOMA STATE DEPARTMENT OF EDUCATION

Standards of Performance and Conduct for teachers

The following standards of conduct for teachers are adopted pursuant to HB 1017, 70 O.S. Supp. 1990 6 – 101.21 and 6 – 101.22.

Teachers are charged with the education of the youth of this State. In order to perform effectively, teachers must demonstrate a belief in the worth and dignity of each human being, recognizing the supreme importance of the pursuit to truth, devotion to excellence, and the nurture of democratic principles.

In recognition of the magnitude of the responsibility inherent in the teaching process and by virtue of the desire of the respect and confidence of their colleagues, students, parents, and the community, teachers are to be guided in their conduct by their commitment to their students and their profession.

PRINCIPLE I

COMMITMENT TO THE STUDENTS

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

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

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

PRINCIPLE II

COMMITMENT TO THE PROFESSION

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

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

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

1. Shall not in application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications,
2. Shall not misrepresent his/her professional qualifications,
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute,
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position,
5. Shall not assist an unqualified person in the unauthorized practice of the profession,
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law,
7. Shall not knowingly make false or malicious statements about a colleague, and
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

PRINCIPLE III

- A. Subject to the provisions of the teacher Due Process Act of 1990, a career teacher may be dismissed or not re-employed for:
 - 1. Willful neglect of duty,
 - 2. Repeated negligence in performance of duty,
 - 3. Mental or physical abuse to a child,
 - 4. Incompetency,
 - 5. Instructional ineffectiveness,
 - 6. Unsatisfactory teaching performance, or
 - 7. Any reason involving moral turpitude.
- B. Subject to the provisions of the teacher Due Process Act, a probationary teacher may be dismissed or not re-employed for cause.
- C. A teacher convicted of a felony shall be dismissed or not re-employed unless a presidential or gubernatorial pardon has been issued.
- D. A teacher may be dismissed, refused employment or not re-employed after a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties. As used in this subsection:
 - 1. "Criminal sexual activity" means the commission of an act as defined in Section 885 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
 - 2. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity



TLE Observation and Evaluation Rubric Teachers

<i>Domain/Relative Weight</i>	<i>Dimension</i>	<i>Page</i>
Classroom Management 30%	1. Preparation	2
	2. Discipline	3
	3. Building-Wide Climate Responsibility	4
	4. Lesson Plans	5
	5. Assessment Practices	6
	6. Student Relations	7
Instructional Effectiveness 50%	7. Literacy	8
	8. Current State Standards	9
	9. Involves All Learners	10
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Indicator No.				
1	Domain: Classroom Management		Dimension: Preparation	
Teacher plans for and executes a lesson relating to short-term and long-term objectives.				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
Does not plan for or execute instructional strategies that encourage the development of performance skills relating to short and long-term objectives.	Occasionally plans for and executes instructional strategies that encourage the development of performance skills relating to short and long-term objectives.	Plans for and executes instructional strategies that encourage the development of performance skills relating to short and long-term objectives.	Plans for and executes instructional strategies that encourage the development of critical thinking, problem solving and performance skills relating to short and long-term objectives.	Plans for and executes instructional strategies that encourage the development of critical thinking, problem solving and performance skills relating to short and long-term objectives.
Only develops a brief outline of the daily schedule, which shows little or no alignment with most current state standards.	Develops instructional plans that are not consistently in alignment with most current state standards.	Develops instructional plans that are in alignment with most current state standards and, as available and appropriate, curriculum maps and pacing guides.	Develops instructional plans that are in alignment with state standards and, as available and appropriate, curriculum maps and pacing guides, and links to major topics within and across grade levels.	Has long and short-term instructional plans that are aligned with state standards and, as available and appropriate, curriculum maps and pacing guides, and links to major topics within and across grade levels.
Plans rarely address student diversity nor describe how instruction will be differentiated.	Plans inconsistently address student diversity and inconsistently describe how instruction will be differentiated.	Plans consistently address student diversity and describe how instruction will be differentiated.	Plans consistently and skillfully address student diversity and describe how instruction will be differentiated. Plans are designed to maximize learning time.	Plans consistently and expertly address student diversity and describe how instruction will be differentiated. Plans are designed to maximize learning time and foster self-directed learning.
Materials and equipment are not ready at the start of the lesson or instructional activity.	Materials and equipment are usually ready at the start of the lesson or instructional activity.	Ensures materials and equipment are ready at the start of the lesson or instructional activity (most of the time).	Materials and equipment are ready at the start of the lesson or instructional activity.	Materials and equipment are ready at the start of the lesson or instructional activity and enhance learning.

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

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

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

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

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

7		Domain: Instructional Effectiveness			Dimension: Literacy
Teacher embeds the components of literacy into all instructional content.					
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior	
<p>Literacy (the practice of reading, writing, developing vocabulary, spelling, or listening/ speaking) is not embedded / woven into instructional lessons as a vehicle for learning the content and for demonstrating understanding. Rather, literacy is presented as a single, stand-alone skill.</p> <p>Instruction is rarely provided through text.</p>	<p>Literacy (the practice of reading, writing, developing vocabulary, spelling, or listening/ speaking) is rarely embedded / woven into instructional lessons as a vehicle for learning the content and for demonstrating understanding. Rather, literacy is presented as a single, stand-alone skill.</p> <p>Instruction is occasionally provided through text.</p>	<p>Literacy (the practice of reading, writing, developing vocabulary, spelling, or listening/ speaking) is embedded in the lesson as a vehicle for learning the content and for demonstrating understanding.</p> <p>As appropriate for the content area, instruction is provided through text.</p>	<p>Literacy (the practice of reading, writing, developing vocabulary, spelling, or listening/ speaking) is embedded in the lesson as a vehicle for learning the content and for demonstrating understanding. Its definition is expanded to include visual representations, expressions of ideas, making decisions and solving problems.</p> <p>Instruction is routinely provided through text and teacher requires students to cite text to support answers.</p>	<p>Includes the narrative descriptions in performance category 4, plus the additional definitional components of literacy to include: innovative use of multimedia, computer, information analysis and technology.</p> <p>Instruction is routinely provided through text and teacher requires students to cite text to support analysis, inference, or arguments.</p>	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tulsa Model Goal Setting Form

Teacher: _____ Date: _____

Evaluator: _____ School: _____

Instructions: This form is to be completed **collaboratively** by the teacher and evaluator to address any Tulsa Model Indicators in need of development. In the evaluation context, an evaluator may use this form **in lieu of a PDP** when a teacher receives a 2-Needs Improvement on **no more than two** Indicators of an evaluation and no 1s-Ineffective.

The Goal Setting Form may also be used after an observation at the option of the Evaluator.

Indicator(s) Addressed <small>(No more than two per goal form—only one “active” goal form at one time.)</small>	
Reason for Goal Setting Form	
Goal Statements by Identified Indicators—the Intended Outcomes <small>(To be developed collaboratively by teacher and evaluator.)</small>	
Teacher Resources and Supports for Accomplishing Goals	Support from Evaluating Administrator (Please Specify the Nature of the Work)
Evidence that will Demonstrate Success in Reaching Goal	Follow-Up Observation by Evaluator
Expected Date to Review Evidence <small>(The review date must not be more than 20 instructional days from the start date of the goal form. Follow-Up Conference Must Occur within 5 days of the review date.)</small>	

Teacher Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Teacher Goal Post-Conference Documentation

(Must be completed within 5 days of Review Date)

Teacher: _____ Date: _____

Evaluator: _____ School: _____

Please Select One of the Following:

- Teacher has completed all goal related activities with evidence provided/obtained. Goal(s) have been successfully achieved.
- This is an observation based Goal Setting Form. teacher has completed all or some of the goal related activities with at least partial evidence provided/obtained. One or more of the established goals has not been entirely achieved. A new or continuing goal form will be established.
- Teacher has not completed goal related activities and/or evidence has not been provided/obtained. A new/continuing goal form (or PDP if appropriate) will be established.

Please provide any additional/relevant information pertaining to the completion or non-completion of goal(s) and related activities:

Teacher Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Teacher Resources and Supports for Accomplishing Goals

Support from Evaluating Administrator

The teacher and evaluator work together to determine a customized approach, based on the teacher's identified need. The collaboratively developed plan should be detailed on the Tulsa Model Goal Setting Form. All parties work together to monitor teacher growth and attainment of goals.

Other teacher and Evaluator Approved Opportunities

The teacher and evaluator work together to develop a plan for teacher growth. The collaboratively developed plan should be detailed on the Tulsa Model Goal Setting Form. Opportunities can include but are not limited to use of professional print resources (books, articles, etc.), professional development, and peer support/mentoring.
