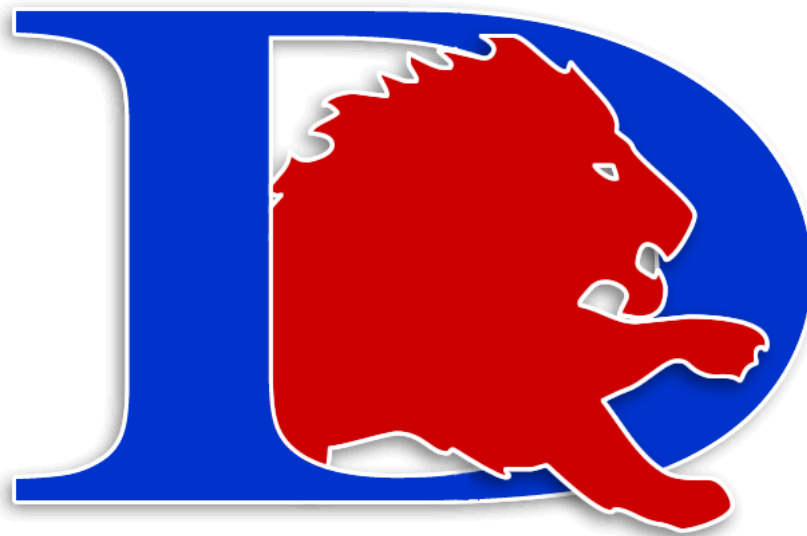


**Durant
Independent
School District**



**Negotiated Agreement
2017-2018**

2017-2018 NEGOTIATED AGREEMENT

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Article I--DURATION OF AGREEMENT

- 1.1 Upon ratification by the Board and by the Association, this agreement shall become effective. This Agreement shall be effective for a period of one (1) fiscal year and shall be renewed automatically, without modification, unless the parties agree upon an agreement.

Article II--PROCEDURAL AGREEMENT

- 2.1 All negotiations shall follow the process set forth in the Procedural Agreement.

Article III--DEFINITIONS

- 3.1 Association – The Durant Education Association
Board – The elected governing body of District I072.
Days – Teacher work days, or, during the summer, normal business days of the District.
District – The Durant Public Schools, District I072.
Transfer – Any filling of vacancies or new positions which include: change in class, grade level, subject matter, title, room and/or building assignment requested by certified personnel.
Reassignment – Any necessary filling of vacancies or new positions which include: change in class, grade level, subject matter, title, room and/or building assignment which are required by the District.
Vacancy – When a teacher resigns, retires, transfers, is reassigned, takes a leave of absence, or a new position is created, this constitutes a vacancy. A vacancy does not occur when a class section is closed as a result of a shift in the number of students and the teacher of the closed section is reassigned.
Career Teacher – A teacher who has completed three (3) or more consecutive complete school years in such capacity in one school district under a written teaching contract.
Probationary Teacher – A teacher who has completed fewer than three (3) consecutive complete school years in such capacity in one school district under a written teaching contract. (School Laws of Oklahoma 70-6-101.3)
Licensed/Resident Teacher – An entry-year (first-year) teacher who does not hold a standard certificate.
Building Leadership Team – A team of teachers, other school personnel, and possible school patrons, who will guide their respective attendance center in school improvement efforts. Beginning with the 1991-92 school term, all teacher vacancies on the Building Leadership Team (BLT) will be filled through an election by the respective faculty and conducted by the chairperson of that Building Leadership Team. Building Leadership Teams, at their option, may participate in the following activities relating to: student achievement, curriculum, school climate and environment (including duty rosters and teacher work day), special education, professional development, staffing, student management plans, budgeting, books and materials.

Article IV--NONDISCRIMINATION

- 4.1 The Board and the Association shall not discriminate against any person on the basis of membership or non-membership in the Association, or participation or nonparticipation in the activities of the Association.

Article V--SAVINGS CLAUSE

- 5.1 Should any part of the Agreement be declared invalid by statute or a court of competent jurisdiction, said part shall be deleted from the Agreement, and all other provisions shall remain in full force and effect.

Article VI--CONTRACT REFERENCE

- 6.1 This Agreement shall be incorporated by reference into each teacher's individual employment contract.

Section II:

***** WORKING CONDITIONS *****

Article I--QUALIFICATIONS AND ASSIGNMENTS

- 1.1 Certification – Teachers shall be assigned in areas for which they are certified and qualified as prescribed or authorized by the State Department of Education.
- 1.2 Notification of Assignment – Teachers shall each have a clearly defined assignment. Teachers shall be notified of their tentative teaching assignment for the ensuing year prior to the last day of school. In the event a change of the tentative assignment is made during the summer, the teacher shall be notified as soon as possible after the decision has been made. Such reassignment shall be made in accordance with Article VII, Transfer/Reassignment.
- 1.3 Teachers Holding Combination Positions as Athletic Director, Athletic Coaching, Band Director or Choir Director – Teacher employed in athletic director, athletic coaching, band director or choir director assignment are employed with the understanding that performance of such athletic director, athletic coaching, band director or choir director duties is a necessary and material condition to teacher's continued employment by the District in any capacity. Except as provided below, resignation by teacher of teaching, athletic director, athletic coaching, band director or choir director assignment or teacher's refusal to perform teacher's assigned teaching, athletic director, athletic coaching, band director or choir director duties shall completely terminate teacher's employment with the School District for all purposes. If teacher resigns from teacher's assignment as athletic director, athletic coaching, band director or choir director or teacher refuses to perform his/her athletic director, athletic coaching, band director or choir director duties, the teacher's contract and the teacher's and District's employment relationship shall terminate upon the Board of Education of the District approving a resolution accepting such resignation or acknowledging teacher's refusal to perform his/her athletic director, athletic coaching, band director or choir director assignment. Provided however, if a teacher is required to resign his/her athletic director, athletic coaching, band director or choir director assignment due to a medical disability which prevents the teacher, athletic director, athletic coach, band director, or choir director from performing all of the essential duties of an athletic director, athletic coach, band director, or choir director, as may be certified to by a physician mutually agreed to by the teacher and the District, then the teacher shall be retained in his/her teaching position.

If teacher's athletic director, athletic coaching, band director or choir director assignment is terminated by the District, then teacher retains his/her employment status with the District and teacher is subject to being placed in any assignment for which teacher is certified. Teacher's pay for an athletic director, athletic coaching, band director or choir director assignment shall cease immediately upon any termination of such assignment by the Board of Education of the District.

Article II--TEACHER WORKDAY

- 2.1 The teacher workday will begin fifteen (15) minutes before the first class period begins and will end twenty (20) minutes after the last class period ends. The teacher workday will consist of four hundred fifty (450) minutes including lunch periods. By mutual agreement of both parties, the teacher workday may be extended to not more than four hundred seventy five (475) minutes including lunch periods.

- 2.2 Meetings and/or conferences required by the Board and Administration may extend before or after the teacher workday. Except in emergency situations, such meetings shall run for no more than sixty (60) minutes in length, nor be held on Fridays, or the day preceding a holiday or other day upon which teacher attendance is not required at school. By mutual agreement of the District and the DEA, any district-level training session will not exceed ninety (90) minutes.
- 2.3 Preparation Time – All preparation time will not be scheduled before or after school, or during duty free lunchtime. All preparation time is to be utilized for grading papers, preparing for class, conferences, and other instructionally-related activities. The preparation period shall be utilized within the building of major assignment and for the purposes indicated within. Teachers shall leave the school premises only to carry out functions related to the above duties when they have notified the principal's office or his/her designee. Notification will include time out and in and destination. A certified employee may volunteer to substitute for a teacher in his/her building during assigned preparation time. The certified employee will be compensated at the rate of \$15.00 per class period. Counselors and Librarians may volunteer to substitute one class period per day.
 - 2.3.1 Classroom teachers in grades 4-12 shall be scheduled for preparation time of one class period each day.
 - 2.3.2 Classroom teachers in grades K-3 will have a minimum of 50 minutes consecutive preparation time per day.
 - 2.3.3 Teachers may be required to forego scheduled preparation time in cases of testing, unforeseen emergencies, in-school programs and parent conferences. Teachers may be required to forego scheduled preparation time for programs only once per month. Parent-teacher conferences may be scheduled during the preparation time by mutual agreement.
- 2.4 Each teacher of grades ECH through 6 shall be granted a minimum of 40 consecutive minutes each day for a duty free lunch. Each teacher of grades 7 through 12 shall be granted a minimum of thirty (30) consecutive minutes each day for a duty free lunch.
- 2.5 Teacher may leave the school grounds during lunch when not assigned to duty.
- 2.6 Teachers of grades 1, 2 and 3 will receive one day per year release time for reading assessments and documentation required by House Bill 2017 (Reading Sufficiency Act).

Article III—INSTRUCTIONAL AND DUTY SCHEDULES

- 3.1 At the end of each school year, each building principal and Building Leadership Team shall ask all teachers for input regarding the student handbook, instructional schedule, and duty schedule for the ensuing year. The principal, prior to finalizing the ensuing school year student handbook, instructional schedule, and duty schedules, shall meet with the Building Leadership Team to discuss any issues raised by the BLT as to the student handbook, instructional schedule, and duty schedules. The principal shall make a reasonable effort to meet with the BLT at a mutually convenient time. The principal, after conducting such meeting(s), shall establish the instructional schedule and the duty schedule, assigning duties to all faculty members on a rotating and equitable basis. The principal shall endeavor to keep duties to a minimum while providing for adequate supervision of all students. The principal shall complete and post the duty roster at least one week in advance of the date teachers report for duty for the school year.
- 3.2 Any duty before or after the school day will be compensated for, monetarily, or the teacher will be given compensatory time by mutual agreement of the principal and teacher. All teachers will have an opportunity to volunteer for duties that will receive pay or compensatory time.

Article IV--PERSONNEL FILES

- 4.1 There shall be one official file for each teacher, which shall be maintained in the office of the Superintendent. An unofficial file will be maintained in the office of each site principal, according to state law.
- 4.2 A teacher, or upon written authorization, the teacher's designee, may review the contents of the teacher's official file during normal business hours. The teacher is entitled to receive a copy of any documents contained therein.
- 4.3 Material that may adversely affect a teacher's employment status may not be placed in the teacher's official file until the teacher has had the opportunity to read the material and to sign and date the actual copy to be filed. The teacher shall receive a copy of said material, at no cost to the teacher, at the time of filing. The teacher shall have the right, within twenty (20) working days, to affix a written response to said material. Material not contained in a teacher's official file may not be used in a disciplinary action.
- 4.4 Access to a teacher's official file will be limited to: the teacher or the teacher's designee, District employees who have a need to review the file in order to complete a job responsibility, members of the Board of Education, otherwise as required by law.
- 4.5 When a file is reviewed, the name, date and reason for such review shall be recorded on a log contained within the file.
- 4.6 Any allegation or anonymous charge, which is unproven through a thorough documented investigation, shall not be placed or maintained in a teacher's official file.
- 4.7 When any material in the official file is at least three (3) years old, it may be removed upon mutual agreement of the teacher and the Superintendent.

Article V--SCHOOL CALENDAR

- 5.1 A broad-based committee composed of teachers, administrators, and parents will serve as the calendar committee. Seven (7) teachers - one of whom will be the Durant Education Association President and will represent his/her attendance center, the remaining six representing each of the other attendance centers - will be named to the committee by the Durant Education Association. The Superintendent of Schools will appoint three administrators to serve on the committee - a high school administrator, a middle school administrator, and an elementary school administrator. Each of the seven Building Leadership Teams will select a parent to be a part of the calendar committee. The committee will develop at least three (3) calendar options to be voted on by the faculty no later than January 15 of any school term. The option most acceptable to the faculty will be forwarded to the Board of Education for consideration.
- 5.2 Beginning with the 1994-1995 school term, the newly negotiated teacher salary scale will be indexed to a daily salary rate based on 182 days of service. The extension of the calendar beyond 182 days will require an increase in compensation according to the daily salary rate for the number of days.
- 5.3 Beginning with the 2017-2018 school year, the calendar committee shall develop three (3) calendar options of not less than 172 days, but not to exceed 182 days. These calendars shall consist of 2 days for parent-teacher conference days; 2 days will be in-service days; 2 days will be professional days; and 2 days will be workdays. (One workday will be scheduled immediately preceding the start of the school year.) The remaining days will be student instructional days.

Article VI--PAYROLL DEDUCTIONS

- 6.1 Teachers, upon written request, may utilize available payroll deduction slots. One slot shall be available for payment of Association dues. Qualifying changes shall be permitted during the school year. It is incumbent upon the District to explain to teachers the procedures for payroll changes.

Article VII--TRANSFER/REASSIGNMENT

- 7.0 The District recognizes that a system, which encourages creativity, change, and mobility within the organization, is a more productive system.
- 7.1 Teacher Transfers--When any vacancies or new positions occur in the school system, teachers within the system are entitled to apply for those positions through transfer request. Requests for such transfers shall be submitted in writing, on the EMPLOYEE REQUEST FOR CONSIDERATION OF TRANSFER (Appendix G), through the Clerk of the Board, to the Superintendent. Before vacancies, or new positions, are filled, teachers having requested transfer to the vacancy, or new position, shall be given first consideration for that position.
- 7.2 Transfer Procedures--The following procedures will be utilized when implementing teacher transfers:
- 7.2.1 Transfer request must be in writing, on form Appendix G, directed to the Superintendent.
- 7.2.2 A teacher requesting a transfer must be on a continuing contract and certified in the posted position.
- 7.2.3 The transfer request will be made on the District transfer request form (Appendix G) through the Clerk of the Board, to the Superintendent. The Building Leadership Team and site administrator(s) will collaboratively appoint a representative group to interview each DISD teacher who submits a request for transfer. DISD teachers will be interviewed and be approved or denied before opening positions/vacancies to applicants outside the district. If the teacher requesting a transfer is not recommended for the position, the teacher may make a written request to meet with the interview team to discuss and be given the reasons for the denial.
- 7.2.4 When two or more teachers apply for the same position, the following items shall be taken into consideration:
1. Degrees held;
 2. Certification;
 3. Teaching experience at the grade level and/or subject;
 4. With all above areas equal, years of service in the district shall be the final determining factor when filling requests for transfers, unless the needs of the students will be affected. The Principal and the Building Leadership Team (BLT) will cooperatively assess, in writing, the needs of the students.
- 7.3 Reassignment--Should it become necessary to fill a vacancy by an involuntary reassignment, a meeting will be held between the teacher involved, the principal and Superintendent as soon as possible. In the event the teacher involved should object to the reassignment, the teacher may present his/her written objection to the Superintendent for placement in the teacher's personnel file. The written objection would be for informational purposes and would not impact on, or delay the reassignment or require a response from the Superintendent. The following criteria must be used to determine the person reassigned.
1. Degrees held;
 2. Certification;
 3. Teaching experience at the grade level and/or subject area;

4. When a reassignment needs to occur, the district shall evaluate all persons with the above areas taken into consideration. When all of the above areas are equal, the person who has the least years of service in the district shall be the first person reassigned, unless the needs of the students will be affected. The principal and the Building Leadership Team (BLT) will cooperatively assess, in writing, the needs of the students.
- 7.4 Reassignment Procedure--The following will be utilized when implementing teacher reassignment.
 - 7.4.1 Teachers whose primary teaching assignments will be changed will be given written notification of the new assignment at the earliest possible date prior to the end of school.
 - 7.4.2 Teachers whose assignments change after the ending of school shall be notified by letter. Teachers receiving no notification will continue in their present assignment.
- 7.5 When a teacher is reassigned or granted a transfer, the District will move such necessary items as furniture, materials and books under the supervision of the teacher.

Article VIII--TEACHER EVALUATION

- 8.1 The primary purpose of personnel evaluation shall be for the improvement of instruction.
- 8.2 Effective with the 2012-2013 fiscal year and continuing 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 Systems for Teachers ("the Tulsa Model")
- 8.3 All career teachers will be formally evaluated at least once during each school year, by the end of the Spring Semester. All probationary teachers will be formally evaluated at least twice during each school year, once by the end of the Fall Semester and once by the end of the Spring Semester. All teachers will be formally evaluated in accordance with the Tulsa Model.
- 8.4 All teachers will be evaluated by administrative personnel authorized by state law and district policy to evaluate teachers who have been trained in how to evaluate under the Tulsa Model and have participated in any required training of the State Department of Education. 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).
- 8.5 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.
- 8.6 All evaluations shall be made in writing on the relevant Tulsa Model evaluations forms. The process of evaluation shall include observations of the work of the teacher by the evaluator. 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.
- 8.7 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 electronically 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 electronic signature thereon. Confidential information regarding observations, formal teacher evaluations, 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 in the possession of the administrator unless they become the foundational base for subsequent employment action.

- 8.8 No teacher shall evaluate, or participate in any way, in the evaluation process of another teacher.
- 8.9 Any teacher assigned to more than one (1) school building shall be observed by an administrator in each of the assigned buildings.
- 8.10 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.

Article IX--COMPLAINTS

- 9.1 In order to encourage the harmonious and expeditious resolution of a complaint against a teacher, the administrator will, if he/she deems it appropriate to the situation, advise the complainant to discuss the matter fully with the teacher.
- 9.2 All complaints against a teacher must be substantiated and documented through a complete and thorough investigation before disciplinary action is taken.
- 9.3 Teachers shall have the right to meet with a complainant before disciplinary action is taken.

Article X--TEACHER REFERENCE MATERIALS

- 10.1 An updated Board of Education Policy Manual may be found in the library of each school site.
- 10.2 Each teacher shall be provided the following documents, which may be in electronic form: student handbook, teacher handbook, professional development opportunities and requirements.

Article XI--KEYS

- 11.1 All teachers shall be supplied with keys to their assigned building, classroom, workrooms, and any other area to which they require access in order to fulfill their responsibilities. Teachers may retain their keys as long as they are employees of the District.

Article XII--TELEPHONES

- 12.1 Upon request, teachers shall be provided private access to a private line telephone.

Article XIII--ADULT EDUCATION, COMMUNITY EDUCATION, AND SUMMER EMPLOYMENT

- 13.1 Participation in the Adult or Community Education programs shall be voluntary. Applicants who are currently employed teachers in the District shall be considered for Adult Education or Community Education positions before outside applicants are considered. Notice of such vacancies shall be posted in accordance with Section II, Article XV, Section 15.1, Notice of Vacancies.
- 13.2 Participation in summer employment shall be voluntary. Teachers who wish to apply for summer employment shall be considered before outside applicants are considered.

Article XIV--RIGHT TO REPRESENTATION

- 14.1 Teachers shall have the right to have a witness present during any conference.
- 14.2 If a teacher feels that any conference is not being conducted in a professional manner, he/she may leave in order to bring a witness into the conference.
- 14.3 The District will give all necessary support, consideration and assistance to the teacher with respect to maintenance of an appropriate learning environment. Whenever a pupil requires the attention of school counselors, social workers and/or law enforcement personnel, the District will take steps to ensure that the student receives such attention. Evaluators will take into consideration students requiring the help of school counselors, social workers and/or law enforcement personnel during the evaluation process.

Article XV--NOTICE OF VACANCIES

- 15.1 A dated notice of vacancy for any professional position will be posted on the faculty bulletin board at each school campus and on the school district website immediately after the vacancy is declared. Any new positions, including supervisory positions, shall be posted in like manner. The vacancy notice shall include, if applicable: position title, building location, status (i.e. permanent, temporary, part-time), qualifications desired, and person to contact for further information. Teachers contemplating a request for a transfer shall notify the Superintendent in writing, through the Clerk of the Board, on Form Appendix G, within two (2) working days during the school year, three (3) working days during the summer, after the vacancy is posted. Summer months end ten (10) working days before teachers report. Before any vacancy is filled, qualified teachers expressing an interest in the position shall be interviewed.
- 15.2 All teachers interested in vacancies that may occur during the summer months shall leave a self-addressed, stamped envelope with the Superintendent of Schools, along with a letter expressing a desire to be considered for specific position(s) that might become available. These teachers will be notified by mail prior to the filling of the position. This does not preclude any teacher from applying for any vacancy. Announcements of summer school jobs available will be posted within one week of the vacancy.
- 15.3 When a vacancy occurs in the District:
 1. The principal will communicate such opening to the superintendent to determine if such vacancy needs to be filled. If the position is to be filled, the Superintendent will make this known to the principals, who will make this known to his/her faculty and post the vacancy announcement in each building.
 2. When a vacancy or new position is declared, a notice will be posted (district-wide) during the school year for two (2) days and during the summer months for three (3) days. Summer months end ten (10) working days before teachers report.

Article XVI--REDUCTION IN FORCE

- 16.0 When the Board determines the need to reduce the number of teaching personnel, the reduction will proceed as follows:
- 16.1 Teachers who resign or retire will not be replaced if qualified teachers currently employed can fill those responsibilities.

- 16.2 The Board will strive to formulate a plan to offer incentives for early retirement to those eligible and interested.
- 16.3 The Board will consider voluntary job sharing as a possibility for those teachers who are interested and willing.
- 16.4 Licensed/Resident teachers will be the first group to be reduced.
- 16.5 Probationary teachers will be the next to be reduced.
- 16.6 Career teachers will be the last group to be reduced.
- 16.7 A career teacher will be placed in another position for which he/she is qualified if such a position is held by a probationary teacher.
- 16.8 If a reduction becomes necessary for any teacher, notice will be given at the earliest possible date. In the event that it is necessary to reduce more than one position in an area, all of the following criteria will be considered to determine who will be retained:
 - 1. Seniority - The length of continuous certificated employment in the District.
 - 2. Academic degree status.
 - 3. Total years of experience in Oklahoma.
 - 3. Written evaluations of principal.
- 16.9 The Superintendent will notify the President of the Association any time that Reduction in Force is on the agenda of a Board meeting. The Superintendent will also notify the President of the Association of any teaching position/positions to be eliminated. Such notification will be in the form of a certified letter.

RECALL

- 16.10 Recall from reduction will be in reverse order of dismissal until the end of the student instructional year the following year. Recall will be based upon proper certification in the area of the position to be filled.
- 16.11 During the recall period, the Superintendent will give written notice of recall from reduction by sending a certified restricted delivery letter, return receipt requested, to the teacher at his/her last known address. It will be the responsibility of any reduced teacher to keep the Superintendent informed of any change of address or phone number.
 - 1. Any teacher so notified must respond within five (5) working days from receipt of such notice if he/she wishes to accept the offered position.
 - 2. If the teacher cannot be reached at the last known address after fifteen (15) working days from the date of notice, the next qualified person on the recall list will be notified.
 - 3. The Superintendent will also notify the President of the Association of positions available for reemployment.
- 16.12 Full-time teachers who have been reduced will have the option of accepting any available part-time positions for which they are qualified, without it jeopardizing their recall status for full-time employment.
- 16.13 During the recall period, all teachers who so request shall be placed on the substitute list. Teachers not recalled by the beginning of the school term will have first priority to substitute.

- 16.14 Upon recall, all benefits will be restored to reinstated teachers, including, but not limited to, seniority and proper placement on the salary schedule.

Article XVII--BENEFITS /PLANNING TIME FOR PART TIME CONTRACTED TEACHERS

- 17.1 The amount of any board paid benefits paid on behalf of teachers, shall be prorated in accordance with the amount of hours per day a part time contracted teacher is employed. Only those teachers who are contracted for a full day (not less than 450 minutes/day) will be paid for a planning period. Part time teachers will be expected to perform duty on a prorated basis, based on the amount of contracted time.

Article XVIII—BUILDING LEADERSHIP TEAM (BLT)

- 18.1 Each year following the election of BLT members, the newly formed BLT will elect a co-chair and a secretary. The building principal will serve as co-chair.
- 18.2 The co-chairs' responsibilities will be to develop agendas and conduct meetings.
- 18.3 The secretary's responsibilities will be to distribute agendas to faculty members and to record and distribute minutes.
- 18.4 Teachers at each site will be provided with a list of the current BLT membership and terms of office.
- 18.5 It is the belief of the Association and the District that shared decision-making made through consensus of the BLT strengthens the school environment. Therefore, when the BLT cannot reach a consensus, the principal of the site will make the decision.
- 18.6 Decisions made by the principal in lieu of consensus may be appealed to the Superintendent of Schools. A consensus of the BLT is required to appeal to the Superintendent.

Section III:

***** COMPENSATION *****

Article I--SALARY SCHEDULE DOCUMENTATION

- 1.0 All teachers shall be paid according to the salary schedule in appendix A. Teachers shall be placed on the schedule in accordance with the following provisions:
- 1.1 Teachers shall be placed at the appropriate step in accordance with these provisions at the beginning of the contract year.
- 1.2 Teachers with no previous teaching experience shall be placed on step zero (0).
- 1.3 All teachers 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.
- 1.4 All teachers with teaching experience outside the state of Oklahoma shall be credited with that experience up to ten (10) years, and shall be placed on the appropriate step.

- 1.5 Teachers shall receive credit for one (1) year of teaching experience for each year of completed service in any category designated by state law and the rules and regulations of the State Department of Education. In addition, a teacher shall receive credit for one (1) year of teaching experience if he/she has at least one hundred twenty (120) days of teaching experience with the District (including substituting) within one year.
- 1.6 All teachers shall be placed on the appropriate degree salary lane, as verified by official records, such as a college transcript.
- 1.7 The responsibility of keeping up-to-date, official transcripts on file in the Board of Education office and in the principal's office is the responsibility of the teacher. This article provides that an official transcript be filed in the office of the Clerk of the Board whenever hours are earned that change the contract salary due to an advancement on the salary schedule. The official transcript is to be filed no later than August 15 in order for the teacher to be moved to the appropriate place on the salary schedule for first semester of any school year; an official transcript is to be filed no later than January 15 of any school term in order for the teacher to advance on the salary schedule for the second semester. Teachers advancing on the salary schedule at midterm shall receive one-half of the amount of the advancement and shall be paid for that advancement in one lump sum payment.
- 1.8 The Durant ISD policy requires all teachers to be paid on a 12-month pay period. The District will make every effort to pay on or before the 9th day of each month.
- 1.9 Teachers working in State or Federal mandated programs shall receive additional compensation as stipulated by the governing agent.
- 1.10 Because horizontal movement on the salary schedule has a significant impact on budget considerations and directly involves the amount of money available for teacher salaries, teachers who plan to move horizontally on the salary schedule, must notify the Clerk of the Board on the prescribed form by April 15 of the preceding school year.

Article II--SCHOOL EVENT COMPENSATION

- 2.1 The Administration will make every effort to fill school event positions on a volunteer basis. If sufficient volunteers are not secured, then the positions shall be assigned on a rotation, equitable basis. Compensation for such positions shall be fifteen dollars (\$15) per event, and shall be paid monthly.

Article III--PAYROLL DEDUCTIONS

- 3.1 The Board shall, upon authorization from the teacher, make arrangements for payroll deductions for: Texoma Educator's Federal Credit Union, Association dues, annuities, school-approved health insurance, life insurance, cancer insurance, dental insurance, salary protection insurance, or other such programs as approved by the Board.

Article IV--COMPENSATION FOR UNUSED SICK LEAVE

- 4.1 The Board shall pay a teacher leaving the District for each day of unused sick leave accumulated in the District, up to the maximum accumulation level as allowed by state law. Payment shall be according to the scale below for any days not transferred to another district.

<u>Years in District</u>	<u>\$ per day</u>
up to 5	\$ 5.00
6 to 10	\$ 6.00
11 to 20	\$10.00
over 20	\$20.00

The Board shall pay a teacher retiring in the Teacher Retirement System \$30.00 per day for each day of unused sick leave accumulated in the District, up to the maximum accumulation level as allowed by state law.

Article V--PASSES FOR SCHOOL EVENTS

- 5.1 Passes shall be made available to all teachers for all local school events. The pass shall admit the teacher and his/her spouse or guest.

Article VI—MILEAGE/PER DIEM

- 6.1 Teachers who are required by the District to travel between school sites, as part of their assignment during the same school day, shall be reimbursed at the current IRS rate for such mileage. Upon presentation of proper documentation, the teacher shall be reimbursed at the end of each semester.
- 6.2 In-state per diem allowance will be \$35 (overnight stay required). Out-of-state per diem will be \$45 (overnight stay required).

Article VII--SALARY REDUCTION FOR BENEFITS

- 7.1 The Board shall offer to all teachers a tax benefit program in which the teacher may have his/her contract salary reduced in a cafeteria style benefit program, up to the maximum amount allowed by the IRS.

Article VIII--TEACHER CONSULTANT/MENTOR TEACHER COMPENSATION

- 8.1 Each teacher who serves as a Teacher Consultant/Mentor Teacher to a licensed/resident teacher shall be compensated at the rate of five hundred dollars (\$500) as provided by state law.

Article IX--RETIREMENT CONTRIBUTION

- 9.1 Beginning with the 2008-2009 school term, the Durant Public School District will pay one hundred percent (100%) of each teacher's contribution to the Oklahoma Teacher Retirement System on the total compensation of a certified employee's salary. This is based on the current contribution rate of 7%.

Section IV:

***** ASSOCIATION RIGHTS *****

Article I--AVAILABILITY OF INFORMATION

- 1.1 Upon request, the Board shall provide the Association any compiled information of public nature the Association deems necessary for the administration of this contract.

Article II--COMMUNICATION

- 2.1 The Association may have the right to post notices of activities and matters of Association concern on teacher bulletin boards. The Association may have the use of teacher mailboxes for communications to teachers. Association members may discuss matters of importance to the Association during regular school hours; however, no Association business will be transacted during the school day, which would interfere with classroom activities or the carrying out of any teaching responsibilities.

Article III--BOARD AGENDA/MINUTES

- 3.1 A copy of the agenda of each Board meeting shall be made available to the Association as well as a copy of each meeting's minutes.
- 3.2 The President of the Durant Education Association shall notify the Superintendent of Schools as soon as possible in advance of the distribution of the Board of Education meeting agenda that the Association would like to be included as an item on the agenda.

Article IV --BOARD PACKET

- 4.1 The Association President or designee shall be notified of all regular, special, and/or reconvened meetings of the Board as soon as they are scheduled, and shall receive all information in like form and substance as mailed and/or given to each Board member for each of its meetings, except that information deemed confidential under the Oklahoma Open Records Act.

Article V--REPRODUCTION OF AGREEMENT

- 5.1 Within thirty (30) days of the ratification of this Agreement, if possible, copies of this Agreement shall be produced by the Board. A copy shall be provided to each teacher currently or hereinafter employed by the District during the life of this Agreement.

Article VI--ASSOCIATION MEETINGS

- 6.1 The Board shall provide up to one-half day (3 hours) for the purpose of the Association meetings during in-service at the beginning of the school year. This time will be used for OEA workshops and/or business.

Article VII--ASSOCIATION LEAVE

- 7.1 At the beginning of each school year the Association shall be provided twenty (20) days of paid leave to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. Any other days allowed by the Superintendent will be paid by the Association at the rate of the current substitute rate. The President of the Association shall notify the Superintendent's office of such leave. Notification shall be made at least twenty-four (24) hours before such leave is desired.

Article VIII--ASSOCIATION PRESIDENT RELEASE TIME

- 8.1 The President of the Durant Education Association shall select the equivalent of one class period per week or one workday per month as release time to attend to Association-related business. The additional time for the Association President will not substitute for the teacher's planning/preparation as provided for in the master contract.

Article IX--FILES AND STORAGE OF MATERIALS

- 9.1 The Durant Board of Education will furnish an accessible area for files and storage of DEA materials and supplies.

Article I--PURPOSE

- 1.1 The purpose of this procedure is to secure at the lowest possible level equitable solutions to a claim of contract violation by the grievant.

Article II--DEFINITIONS

- 2.1 A "grievance" is a claim by a teacher or teachers that there has been a violation, misinterpretation, or misapplication of the terms of this negotiated agreement that has affected that teacher or teachers.
- 2.2 The "grievant" is the teacher or teachers making the claim.
- 2.3 The "party in interest" is the teacher or teachers making the claim, or any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
- 2.4 "Days" except when otherwise indicated shall mean working days.

Article III--PROCEDURE

- 3.1 Level I--A teacher with a grievance shall first discuss the grievance individually with the principal within ten (10) working days of knowledge of the alleged violation, citing the article and section alleged to have been violated with the objective of resolving the grievance informally. No written record will be made.
- 3.2 Level II
 - 3.2.1 If the grievant is not satisfied with the disposition of his/her grievance at level one, he/she may file the grievance, within five (5) working days of the level one response, with the principal, citing the article and section alleged to have been violated and the specific remedy sought.
 - 3.2.2 The principal shall schedule and hold a formal meeting with the grievant within five (5) working days after receipt of the written grievance and shall transmit a written decision to the grievant within five (5) working days of the meeting.
- 3.3 Level III
 - 3.3.1 If the grievant is not satisfied with the disposition of his/her grievance at level two, he/she may file the grievance within five (5) working days of the level two response with the Superintendent.
 - 3.3.2 The Superintendent shall schedule and hold a meeting with the grievant within five (5) working days after receipt of the appeal and shall transmit a written decision to the grievant within five (5) working days of the meeting.
- 3.4 Level IV
 - 3.4.1 If the grievant is not satisfied with the disposition of his/her grievance at level three, he/she may file the grievance within five (5) working days of the level three response for transmittal to the Board.

- 3.4.2 The Board will hear the grievance at its next regularly scheduled meeting or a special meeting which has been called for that purpose. The Board shall transmit its written decision to the grievant within five (5) working days of the meeting. The decision of the Board shall be the final step in the district's grievance procedure.

Article IV--RIGHT TO REPRESENTATION

- 4.1 The grievant may be represented by himself/herself at all levels of this grievance procedure. At levels II, III and IV of this procedure the grievant, at his/her option, may be represented by an Association representative selected by the Association, or by a person of his/her own choosing. At levels II, III and IV of this procedure the administrator may be represented by a person of his/her own choosing.

Article V--GENERAL PROVISION

- 5.1 The Association may file a grievance as the "grievant" on an alleged violation of the article pertaining to Association Rights.
- 5.2 Decisions rendered at levels two, three and four of the grievance procedure will be in writing, setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association.
- 5.3 The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.
- 5.4 Necessary forms, Appendix B, for the filing of grievances shall be mutually agreed upon by the Association and the Board and be made a part of this Agreement.
- 5.5 Copies of official grievances, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel files of any of the participants.
- 5.6 No reprisals shall be taken against the grievant, any witness, or other participant in the grievance procedures by reason of such participation.
- 5.7 Failure in any step of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
- 5.8 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to submit an appeal to the next level of this procedure.
- 5.9 Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record for that grievance.
- 5.10 No meetings or hearings under this procedure, with the exception of the level IV (Board level) hearing, shall be conducted in public. Meetings and hearings shall include only the parties in interest and their designated or selected representatives, as delineated in this Agreement.

Article I--SICK LEAVE

- 1.1 The Board shall provide each teacher on a ten (10) month contract ten (10) days of sick leave each year for use in case of personal accidental injury, illness, pregnancy, or personal injury, illness or death in the immediate family (spouse, child, parents, siblings, mother-in-law, father-in-law). Each teacher on an eleven (11) month contract shall be provided eleven (11) days. Each teacher on a twelve (12) month contract shall be provided twelve (12) days.
- 1.2 Unused sick leave days may accumulate to a maximum of one hundred eighty (180) days. A teacher new to the District may transfer sick leave days accumulated in another Oklahoma School district, up to a maximum of one hundred (100) days.
- 1.3 After all accumulated sick leave has been exhausted, the teacher may use up to twenty (20) additional days for personal accidental injury, illness or pregnancy, with the cost actually or normally paid to a certified substitute deducted from his/her salary.
- 1.4 The Superintendent may request a doctor's statement, or other appropriate evidence of illness, if he/she suspects leave policy abuse.
- 1.5 By September paycheck of each year, the district will advise each teacher, in writing, as to the number of sick leave days he/she has accumulated.

Article II-ADOPTION LEAVE

- 2.1 An employee may request and may be granted by the Board of Education permission to use accumulated sick leave not in excess of twenty working days to care for a newly adopted child. A request for adoption leave shall be considered by the Board of Education under the following conditions:
 1. The employee(s) submits a physician's statement verifying the need of the adopting parent(s) to be at home for a period of time with the newly adopted child;
 2. The employee(s) advises the Superintendent of Schools in writing that he/she and his/her spouse are beginning the adoption process;
 3. The employee(s) is adopting a pre-school age child;
 4. The employee nor his/her spouse is the natural, step or previously adoptive parent of the child;
 4. The newly adopted child has not actually resided with the employee(s) or his/her spouse more than sixty (60) days prior to the first day of the requested leave.

Article III--PERSONAL LEAVE / EMERGENCY LEAVE

- 3.1 A maximum of five (5) days per year may be used at the discretion of each teacher for conducting personal business, which cannot be reasonably conducted during hours when school is in session. Teachers shall properly file a written form of notification in advance of a temporary leave for personal business with the principal and the superintendent. In the event of an emergency, the teacher may file for personal leave after the event. The superintendent shall have the authority to approve the leave. Teachers shall neither take temporary leave for personal business on the days immediately before or after Board adopted non-working days nor during the first and last weeks of the school year except in cases of emergency when authorized by the superintendent. Personal leave shall not be granted to more than five (5) teachers in one day except in cases of emergency when authorized by the superintendent. Personal leave may be used in increments of no less than one-half (1/2) days. Beginning with the 2017-2018 school year, the District will buy back the unused portion of the first four (4) personal days from all certified employees, provided you have used no more than two paid personal days at the rate of \$55 per day. In order for certified

employees to receive payment for unused personal days of two or more days, the employee must email the superintendent or designee that they wish to be paid for those unused personal days. The employee must submit this email to the superintendent or designee no later than the first Monday in May, and no later than 11:59 p.m. on that day. Beginning with the fifth day of personal business leave, the cost of the substitute teacher will be deducted from the teacher's salary.

- 3.2 All unused personal days that were not paid as referenced in 3.1 will be converted to sick leave.

Article IV--PROFESSIONAL LEAVE

- 4.1 Teachers shall submit requests for professional leave through the building principal to the Superintendent of Schools who will have final approval. These requests must be submitted on the District LEAVE REQUEST FORM, Appendix H. Teachers who hold an office in a professionally-related organization may request permission to use professional leave which would require attendance at a meeting held outside of the school district and during the school day for the purposes of carrying out the duties of this office. The costs of the substitutes for approved professional leave shall not be deducted from the employee's compensation. Monies for professional leave shall be prorated per semester at sixty/forty (60/40) ratio.

Article V--BEREAVEMENT LEAVE

- 5.1 Each employee shall be provided with three (3) days of leave for bereavement due to the death of a member of the immediate family, (spouse, child, parents, siblings, mother-in-law, father-in-law).
- 5.2 Each certified employee will be provided with one day of bereavement leave upon the death of a grandparent.
- 5.3 Upon request to the superintendent of schools, extended bereavement leave may be granted in special circumstances. If additional bereavement leave is granted, such leave may be charged to sick leave or personal leave.

Article VI--LEAVE OF ABSENCE

- 6.1 Career teachers with at least three (3) years of service to the district may apply to the Board for an unpaid leave of absence of up to one (1) year for the purpose of extended illness, advanced study, or other reason approved by the Board.
- 6.2 Applications for unpaid leave of absence for the ensuing year should be filed prior to March 1, if possible. In the case of a request for extended illness, the application must be accompanied by a doctor's statement. In the case of a request for advanced study, the application must be accompanied by an outline of the course of study to be pursued.
- 6.3 Applications for reinstatement for the ensuing year following a leave of absence must be filed by March 1. In absence of a request for reinstatement by March 1, the teacher shall be deemed to have resigned his/her position.
- 6.4 Upon returning from an unpaid leave of absence, the teacher will be assigned to the same position he/she held prior to the leave if a vacancy exists, or to another position for which the teacher is qualified.
- 6.5 Upon returning from an unpaid leave of absence, the teacher will be placed on the appropriate salary step in accordance with the Negotiated Agreement. All accumulated leave benefits will be reinstated upon return from an unpaid leave of absence.

- 6.6 During a leave of absence the teacher shall have the opportunity to participate in all benefit programs provided for teachers of the district, provided that the teacher pays the cost of such programs, and such participation is not in conflict with the terms of the District's agreement with the program provider.

Article VII--EMERGENCY SCHOOL CLOSING

- 7.1 When conditions require the closing of the Durant Schools due to bad weather or other lawful emergencies, no leave days previously arranged for that day by a teacher shall be deducted.
- 7.2 If the closing of school results in the loss of a student class day or portion of a student class day, and that day is not made up, teachers shall not be required to make up or lose pay or leave as a result.

Article VIII--LEGAL PROCESS LEAVE

- 8.1 A teacher who is summoned to jury service in a criminal, civil or juvenile proceeding shall not suffer a loss of pay or accumulated leave as a result of such absence.
- 8.2 A teacher who is subpoenaed as a witness in a criminal, civil or juvenile proceeding shall not suffer loss of pay or accumulated leave as a result of such absence.
- 8.3 A teacher must report back to work as soon as he/she is released from jury service or serve as a witness.

Article IX--NOTIFICATION OF ABSENCE

- 9.1 The principal shall provide each teacher with a telephone number to be utilized by the teacher for notification of absence from work.

APPENDIX

A	B	C	D	E	F	G
Step	2018 SALARY	Dist.Pd TRS 100%	Total District Compensation	State Paid Insurance	State TRS Offset	Total Compensation
0	\$31,700	\$2,386.03	34,086.03	\$6,852.48	60.15	\$40,998.66
1	\$32,075	\$2,414.25	34,489.25	\$6,852.48	130.41	\$41,472.14
2	\$32,450	\$2,442.48	34,892.48	\$6,852.48	145.65	\$41,890.61
3	\$32,825	\$2,470.70	35,295.70	\$6,852.48	188.96	\$42,337.14
4	\$33,200	\$2,498.93	35,698.93	\$6,852.48	233.33	\$42,784.74
5	\$33,600	\$2,529.04	36,129.04	\$6,852.48	278.76	\$43,260.28
6	\$34,000	\$2,559.15	36,559.15	\$6,852.48	325.26	\$43,736.89
7	\$34,300	\$2,581.73	36,881.73	\$6,852.48	372.82	\$44,107.03
8	\$34,800	\$2,619.36	37,419.36	\$6,852.48	421.44	\$44,693.28
9	\$35,200	\$2,649.47	37,849.47	\$6,852.48	471.12	\$45,173.07
10	\$36,050	\$2,713.45	38,763.45	\$6,852.48	521.87	\$46,137.80
11	\$36,475	\$2,745.44	39,220.44	\$6,852.48	573.67	\$46,646.59
12	\$36,900	\$2,777.43	39,677.43	\$6,852.48	626.54	\$47,156.45
13	\$37,325	\$2,809.42	40,134.42	\$6,852.48	680.48	\$47,667.38
14	\$37,750	\$2,841.40	40,591.40	\$6,852.48	735.47	\$48,179.35
15	\$38,175	\$2,873.39	41,048.39	\$6,852.48	791.53	\$48,692.40
16	\$38,600	\$2,905.38	41,505.38	\$6,852.48	848.65	\$49,206.51
17	\$39,025	\$2,937.37	41,962.37	\$6,852.48	906.83	\$49,721.68
18	\$39,450	\$2,969.36	42,419.36	\$6,852.48	966.07	\$50,237.91
19	\$39,875	\$3,001.35	42,876.35	\$6,852.48	1026.38	\$50,755.21
20	\$40,300	\$3,033.34	43,333.34	\$6,852.48	1087.75	\$51,273.57
21	\$40,725	\$3,065.33	43,790.33	\$6,852.48	1150.18	\$51,792.99
22	\$41,150	\$3,097.32	44,247.32	\$6,852.48	1213.68	\$52,313.48
23	\$41,575	\$3,129.31	44,704.31	\$6,852.48	1278.23	\$52,835.02
24	\$42,000	\$3,161.30	45,161.30	\$6,852.48	1343.85	\$53,357.63
25	\$42,425	\$3,193.29	45,618.29	\$6,852.48	1410.53	\$53,881.30
26	\$42,425	\$3,193.29	45,618.29	\$6,852.48	1410.53	\$53,881.30
27	\$42,425	\$3,193.29	45,618.29	\$6,852.48	1410.53	\$53,881.30
28	\$42,425	\$3,193.29	45,618.29	\$6,852.48	1410.53	\$53,881.30
29	\$42,425	\$3,193.29	45,618.29	\$6,852.48	1410.53	\$53,881.30
30	\$42,425	\$3,193.29	45,618.29	\$6,852.48	1410.53	\$53,881.30
31	\$42,425	\$3,193.29	45,618.29	\$6,852.48	1410.53	\$53,881.30
32	\$42,425	\$3,193.29	45,618.29	\$6,852.48	1410.53	\$53,881.30
33	\$42,425	\$3,193.29	45,618.29	\$6,852.48	1410.53	\$53,881.30
34	\$42,425	\$3,193.29	45,618.29	\$6,852.48	1410.53	\$53,881.30
35	\$42,425	\$3,193.29	45,618.29	\$6,852.48	1410.53	\$53,881.30

- A** Step-Salary placement level Base
- B** Salary
- C** District Paid Retirement
- D** Total District Compensation
- E** State Paid Health Insurance (employees not enrolled in the Health Insurance will receive \$836.52 as a cash option flexible benefit in lieu of the \$6,852.48 premium)
- F** State Paid Retirement (100% of this amount is paid to the employee to offset District paid retirement)
- G** Total Employee Compensation-Combination of columns (D), (E), and (F)

A	B	C	D	E	F	G
Step	2018 SALARY	Dist. Pd TRS 100%	Total District Compensation	State Paid Insurance	State TRS Offset	Total Compensation
0	\$32,406	\$2,439.17	\$34,845.17	\$6,852.48	\$60.15	41,757.80
1	\$32,954	\$2,480.41	\$35,434.41	\$6,852.48	\$130.41	42,417.30
2	\$33,497	\$2,521.29	\$36,018.29	\$6,852.48	\$145.65	43,016.42
3	\$34,290	\$2,580.97	\$36,870.97	\$6,852.48	\$188.96	43,912.41
4	\$34,633	\$2,606.79	\$37,239.79	\$6,852.48	\$233.33	44,325.60
5	\$35,011	\$2,635.24	\$37,646.24	\$6,852.48	\$278.76	44,777.48
6	\$35,369	\$2,662.19	\$38,031.19	\$6,852.48	\$325.26	45,208.93
7	\$35,737	\$2,689.89	\$38,426.89	\$6,852.48	\$372.82	45,652.19
8	\$36,105	\$2,717.59	\$38,822.59	\$6,852.48	\$421.44	46,096.51
9	\$36,473	\$2,745.29	\$39,218.29	\$6,852.48	\$471.12	46,541.89
10	\$37,541	\$2,825.67	\$40,366.67	\$6,852.48	\$521.87	47,741.02
11	\$38,384	\$2,889.13	\$41,273.13	\$6,852.48	\$573.67	48,699.28
12	\$38,777	\$2,918.71	\$41,695.71	\$6,852.48	\$626.54	49,174.73
13	\$39,170	\$2,948.29	\$42,118.29	\$6,852.48	\$680.48	49,651.25
14	\$39,563	\$2,977.87	\$42,540.87	\$6,852.48	\$735.47	50,128.82
15	\$40,206	\$3,026.27	\$43,232.27	\$6,852.48	\$791.53	50,876.28
16	\$40,899	\$3,078.43	\$43,977.43	\$6,852.48	\$848.65	51,678.56
17	\$41,292	\$3,108.01	\$44,400.01	\$6,852.48	\$906.83	52,159.32
18	\$41,685	\$3,137.59	\$44,822.59	\$6,852.48	\$966.07	52,641.14
19	\$42,778	\$3,219.86	\$45,997.86	\$6,852.48	\$1,026.38	53,876.72
20	\$43,671	\$3,287.07	\$46,958.07	\$6,852.48	\$1,087.75	54,898.30
21	\$44,564	\$3,354.29	\$47,918.29	\$6,852.48	\$1,150.18	55,920.95
22	\$44,957	\$3,383.87	\$48,340.87	\$6,852.48	\$1,213.68	56,407.03
23	\$45,600	\$3,432.27	\$49,032.27	\$6,852.48	\$1,278.23	57,162.98
24	\$46,493	\$3,499.48	\$49,992.48	\$6,852.48	\$1,343.85	58,188.81
25	\$46,886	\$3,529.06	\$50,415.06	\$6,852.48	\$1,410.53	58,678.07
26	\$47,186	\$3,551.64	\$50,737.64	\$6,852.48	\$1,410.53	59,000.65
27	\$47,486	\$3,574.22	\$51,060.22	\$6,852.48	\$1,410.53	59,323.23
28	\$47,886	\$3,604.33	\$51,490.33	\$6,852.48	\$1,410.53	59,753.34
29	\$48,786	\$3,672.07	\$52,458.07	\$6,852.48	\$1,410.53	60,721.08
30	\$49,086	\$3,694.65	\$52,780.65	\$6,852.48	\$1,410.53	61,043.66
31	\$49,636	\$3,736.05	\$53,372.05	\$6,852.48	\$1,410.53	61,635.06
32	\$49,636	\$3,736.05	\$53,372.05	\$6,852.48	\$1,410.53	61,635.06
33	\$49,636	\$3,736.05	\$53,372.05	\$6,852.48	\$1,410.53	61,635.06
34	\$49,636	\$3,736.05	\$53,372.05	\$6,852.48	\$1,410.53	61,635.06
35	\$49,636	\$3,736.05	\$53,372.05	\$6,852.48	\$1,410.53	61,635.06

A Step-Salary placement level

B Base Salary

C District Paid Retirement

D Total District Compensation

E State Paid Health Insurance (employees not enrolled in the Health Insurance will receive \$836.52 as a cash option flexible benefit in lieu of the \$6,852.48 premium)

F State Paid Retirement (100% of this amount is paid to the employee to offset District paid retirement)

G Total Employee Compensation-Combination of columns (D), (E), and (F)

MASTERS

2017-2018

8/15/2017

B	C	D	E	F	G
2018 SALARY	Dist. Pd. TRS 100%	Total District Compensation	State Paid Insurance	State TRS Offset	Total Compensation
\$33,300	\$2,506.46	\$35,806.46	\$6,852.48	\$60.15	\$42,719.09
\$33,849	\$2,547.78	\$36,396.78	\$6,852.48	\$130.41	\$43,379.67
\$34,391	\$2,588.58	\$36,979.58	\$6,852.48	\$145.65	\$43,977.71
\$35,184	\$2,648.26	\$37,832.26	\$6,852.48	\$188.96	\$44,873.70
\$35,527	\$2,674.08	\$38,201.08	\$6,852.48	\$233.33	\$45,286.89
\$35,895	\$2,701.78	\$38,596.78	\$6,852.48	\$278.76	\$45,728.02
\$36,263	\$2,729.48	\$38,992.48	\$6,852.48	\$325.26	\$46,170.22
\$36,721	\$2,763.95	\$39,484.95	\$6,852.48	\$372.82	\$46,710.25
\$36,999	\$2,784.88	\$39,783.88	\$6,852.48	\$421.44	\$47,057.80
\$37,367	\$2,812.58	\$40,179.58	\$6,852.48	\$471.12	\$47,503.18
\$38,860	\$2,924.95	\$41,784.95	\$6,852.48	\$521.87	\$49,159.30
\$39,703	\$2,988.41	\$42,691.41	\$6,852.48	\$573.67	\$50,117.56
\$40,096	\$3,017.99	\$43,113.99	\$6,852.48	\$626.54	\$50,593.01
\$40,489	\$3,047.57	\$43,536.57	\$6,852.48	\$680.48	\$51,069.53
\$40,882	\$3,077.15	\$43,959.15	\$6,852.48	\$735.47	\$51,547.10
\$41,525	\$3,125.55	\$44,650.55	\$6,852.48	\$791.53	\$52,294.56
\$42,218	\$3,177.71	\$45,395.71	\$6,852.48	\$848.65	\$53,096.84
\$42,611	\$3,207.29	\$45,818.29	\$6,852.48	\$906.83	\$53,577.60
\$43,004	\$3,236.87	\$46,240.87	\$6,852.48	\$966.07	\$54,059.42
\$44,097	\$3,319.14	\$47,416.14	\$6,852.48	\$1,026.38	\$55,295.00
\$44,990	\$3,386.35	\$48,376.35	\$6,852.48	\$1,087.75	\$56,316.58
\$45,883	\$3,453.57	\$49,336.57	\$6,852.48	\$1,150.18	\$57,339.23
\$46,276	\$3,483.15	\$49,759.15	\$6,852.48	\$1,213.68	\$57,825.31
\$46,919	\$3,531.55	\$50,450.55	\$6,852.48	\$1,278.23	\$58,581.26
\$47,812	\$3,598.76	\$51,410.76	\$6,852.48	\$1,343.85	\$59,607.09
\$48,205	\$3,628.34	\$51,833.34	\$6,852.48	\$1,410.53	\$60,096.35
\$48,505	\$3,650.92	\$52,155.92	\$6,852.48	\$1,410.53	\$60,418.93
\$48,805	\$3,673.50	\$52,478.50	\$6,852.48	\$1,410.53	\$60,741.51
\$49,205	\$3,703.61	\$52,908.61	\$6,852.48	\$1,410.53	\$61,171.62
\$50,105	\$3,771.35	\$53,876.35	\$6,852.48	\$1,410.53	\$62,139.36
\$50,405	\$3,793.93	\$54,198.93	\$6,852.48	\$1,410.53	\$62,461.94
\$51,005	\$3,839.10	\$54,844.10	\$6,852.48	\$1,410.53	\$63,107.11
\$51,605	\$3,884.26	\$55,489.26	\$6,852.48	\$1,410.53	\$63,752.27
\$52,205	\$3,929.42	\$56,134.42	\$6,852.48	\$1,410.53	\$64,397.43
\$52,805	\$3,974.58	\$56,779.58	\$6,852.48	\$1,410.53	\$65,042.59
\$53,405	\$4,019.74	\$57,424.74	\$6,852.48	\$1,410.53	\$65,687.75
\$54,005	\$4,064.90	\$58,069.90	\$6,852.48	\$1,410.53	\$66,332.91
\$54,605	\$4,110.06	\$58,715.06	\$6,852.48	\$1,410.53	\$66,978.07
\$55,205	\$4,155.23	\$59,360.23	\$6,852.48	\$1,410.53	\$67,623.24
\$55,805	\$4,200.39	\$60,005.39	\$6,852.48	\$1,410.53	\$68,268.40
\$56,405	\$4,245.55	\$60,650.55	\$6,852.48	\$1,410.53	\$68,913.56

A Step-Salary placement level

B Base Salary

C District Paid Retirement

D Total District Compensation

E State Paid Health Insurance (employees not enrolled in the Health Insurance will receive \$836.52 as a cash option flexible benefit in lieu of the \$6,852.48 premium)

F State Paid Retirement (100% of this amount is paid to the employee to offset District paid retirement)

G Total Employee Compensation-Combination of columns (D), (E), and (F)

A	B	C	D	E	F	G
Step	2018 SALARY	Dist. Pd TRS 100%	Total District Compensation	State Paid Insurance	State TRS Offset	Total Compensation
0	\$33,600	\$2,529.04	36,129.04	\$6,852.48	\$60.15	43,041.67
1	\$34,448	\$2,592.87	37,040.87	\$6,852.48	\$130.41	44,023.76
2	\$34,991	\$2,633.74	37,624.74	\$6,852.48	\$145.65	44,622.87
3	\$35,784	\$2,693.43	38,477.43	\$6,852.48	\$188.96	45,518.87
4	\$36,127	\$2,719.24	38,846.24	\$6,852.48	\$233.33	45,932.05
5	\$36,495	\$2,746.94	39,241.94	\$6,852.48	\$278.76	46,373.18
6	\$36,863	\$2,774.64	39,637.64	\$6,852.48	\$325.26	46,815.38
7	\$37,231	\$2,802.34	40,033.34	\$6,852.48	\$372.82	47,258.64
8	\$37,599	\$2,830.04	40,429.04	\$6,852.48	\$421.44	47,702.96
9	\$37,967	\$2,857.74	40,824.74	\$6,852.48	\$471.12	48,148.34
10	\$39,460	\$2,970.11	42,430.11	\$6,852.48	\$521.87	49,804.46
11	\$40,303	\$3,033.57	43,336.57	\$6,852.48	\$573.67	50,762.72
12	\$40,696	\$3,063.15	43,759.15	\$6,852.48	\$626.54	51,238.17
13	\$41,089	\$3,092.73	44,181.73	\$6,852.48	\$680.48	51,714.69
14	\$41,482	\$3,122.31	44,604.31	\$6,852.48	\$735.47	52,192.26
15	\$42,125	\$3,170.71	45,295.71	\$6,852.48	\$791.53	52,939.72
16	\$42,818	\$3,222.87	46,040.87	\$6,852.48	\$848.65	53,742.00
17	\$43,211	\$3,252.45	46,463.45	\$6,852.48	\$906.83	54,222.76
18	\$43,604	\$3,282.03	46,886.03	\$6,852.48	\$966.07	54,704.58
19	\$44,697	\$3,364.30	48,061.30	\$6,852.48	\$1,026.38	55,940.16
20	\$45,590	\$3,431.51	49,021.51	\$6,852.48	\$1,087.75	56,961.74
21	\$46,483	\$3,498.73	49,981.73	\$6,852.48	\$1,150.18	57,984.39
22	\$46,876	\$3,528.31	50,404.31	\$6,852.48	\$1,213.68	58,470.47
23	\$47,519	\$3,576.71	51,095.71	\$6,852.48	\$1,278.23	59,226.42
24	\$48,412	\$3,643.92	52,055.92	\$6,852.48	\$1,343.85	60,252.25
25	\$48,805	\$3,673.50	52,478.50	\$6,852.48	\$1,410.53	60,741.51
26	\$49,105	\$3,696.08	52,801.08	\$6,852.48	\$1,410.53	61,064.09
27	\$49,405	\$3,718.66	53,123.66	\$6,852.48	\$1,410.53	61,386.67
28	\$49,805	\$3,748.77	53,553.77	\$6,852.48	\$1,410.53	61,816.78
29	\$50,705	\$3,816.51	54,521.51	\$6,852.48	\$1,410.53	62,784.52
30	\$51,005	\$3,839.10	54,844.10	\$6,852.48	\$1,410.53	63,107.11
31	\$51,605	\$3,884.26	55,489.26	\$6,852.48	\$1,410.53	63,752.27
32	\$52,205	\$3,929.42	56,134.42	\$6,852.48	\$1,410.53	64,397.43
33	\$52,805	\$3,974.58	56,779.58	\$6,852.48	\$1,410.53	65,042.59
34	\$53,405	\$4,019.74	57,424.74	\$6,852.48	\$1,410.53	65,687.75
35	\$54,005	\$4,064.90	58,069.90	\$6,852.48	\$1,410.53	66,332.91
36	\$54,605	\$4,110.06	58,715.06	\$6,852.48	\$1,410.53	66,978.07
37	\$55,205	\$4,155.23	59,360.23	\$6,852.48	\$1,410.53	67,623.24
38	\$55,805	\$4,200.39	60,005.39	\$6,852.48	\$1,410.53	68,268.40
39	\$56,405	\$4,245.55	60,650.55	\$6,852.48	\$1,410.53	68,913.56
40	\$57,005	\$4,290.71	61,295.71	\$6,852.48	\$1,410.53	69,558.72

A Step-Salary placement level

B Base Salary

C District Paid Retirement

D Total District Compensation

E State Paid Health Insurance (employees not enrolled in the Health Insurance will receive \$836.52 as a cash option flexible benefit in lieu of the \$6,852.48 premium)

F State Paid Retirement (100% of this amount is paid to the employee to offset District paid retirement)

G Total Employee Compensation-Combination of columns (D), (E), and (F)

DOCTORATE

2017-2018

8/15/2017

A	B	C	D	E	F	G
Step	2018 SALARY	Dist. Pd. TRS 100%	Total District Compensation	State Paid Insurance	State TRS Offset	Total Compensation
0	\$34,000	\$2,559.15	\$36,559.15	\$6,852.48	\$60.15	\$43,471.78
1	\$34,848	\$2,622.97	\$37,470.97	\$6,852.48	\$130.41	\$44,453.86
2	\$35,391	\$2,663.85	\$38,054.85	\$6,852.48	\$145.65	\$45,052.98
3	\$36,184	\$2,723.53	\$38,907.53	\$6,852.48	\$188.96	\$45,948.97
4	\$36,527	\$2,749.35	\$39,276.35	\$6,852.48	\$233.33	\$46,362.16
5	\$36,895	\$2,777.05	\$39,672.05	\$6,852.48	\$278.76	\$46,803.29
6	\$37,263	\$2,804.75	\$40,067.75	\$6,852.48	\$325.26	\$47,245.49
7	\$37,631	\$2,832.45	\$40,463.45	\$6,852.48	\$372.82	\$47,688.75
8	\$37,999	\$2,860.15	\$40,859.15	\$6,852.48	\$421.44	\$48,133.07
9	\$38,367	\$2,887.85	\$41,254.85	\$6,852.48	\$471.12	\$48,578.45
10	\$39,860	\$3,000.22	\$42,860.22	\$6,852.48	\$521.87	\$50,234.57
11	\$40,703	\$3,063.67	\$43,766.67	\$6,852.48	\$573.67	\$51,192.82
12	\$41,096	\$3,093.25	\$44,189.25	\$6,852.48	\$626.54	\$51,668.27
13	\$41,489	\$3,122.84	\$44,611.84	\$6,852.48	\$680.48	\$52,144.80
14	\$41,882	\$3,152.42	\$45,034.42	\$6,852.48	\$735.47	\$52,622.37
15	\$42,525	\$3,200.81	\$45,725.81	\$6,852.48	\$791.53	\$53,369.82
16	\$43,218	\$3,252.98	\$46,470.98	\$6,852.48	\$848.65	\$54,172.11
17	\$43,611	\$3,282.56	\$46,893.56	\$6,852.48	\$906.83	\$54,652.87
18	\$44,004	\$3,312.14	\$47,316.14	\$6,852.48	\$966.07	\$55,134.69
19	\$45,097	\$3,394.41	\$48,491.41	\$6,852.48	\$1,026.38	\$56,370.27
20	\$45,990	\$3,461.62	\$49,451.62	\$6,852.48	\$1,087.75	\$57,391.85
21	\$46,883	\$3,528.84	\$50,411.84	\$6,852.48	\$1,150.18	\$58,414.50
22	\$47,276	\$3,558.42	\$50,834.42	\$6,852.48	\$1,213.68	\$58,900.58
23	\$47,919	\$3,606.82	\$51,525.82	\$6,852.48	\$1,278.23	\$59,656.53
24	\$48,812	\$3,674.03	\$52,486.03	\$6,852.48	\$1,343.85	\$60,682.36
25	\$49,205	\$3,703.61	\$52,908.61	\$6,852.48	\$1,410.53	\$61,171.62
26	\$49,505	\$3,726.19	\$53,231.19	\$6,852.48	\$1,410.53	\$61,494.20
27	\$49,805	\$3,748.77	\$53,553.77	\$6,852.48	\$1,410.53	\$61,816.78
28	\$50,205	\$3,778.88	\$53,983.88	\$6,852.48	\$1,410.53	\$62,246.89
29	\$51,105	\$3,846.62	\$54,951.62	\$6,852.48	\$1,410.53	\$63,214.63
30	\$51,405	\$3,869.20	\$55,274.20	\$6,852.48	\$1,410.53	\$63,537.21
31	\$51,705	\$3,891.78	\$55,596.78	\$6,852.48	\$1,410.53	\$63,859.79
32	\$52,205	\$3,929.42	\$56,134.42	\$6,852.48	\$1,410.53	\$64,397.43
33	\$52,505	\$3,952.00	\$56,457.00	\$6,852.48	\$1,410.53	\$64,720.01
34	\$52,805	\$3,974.58	\$56,779.58	\$6,852.48	\$1,410.53	\$65,042.59
35	\$53,105	\$3,997.16	\$57,102.16	\$6,852.48	\$1,410.53	\$65,365.17
36	\$53,405	\$4,019.74	\$57,424.74	\$6,852.48	\$1,410.53	\$65,687.75
37	\$53,705	\$4,042.32	\$57,747.32	\$6,852.48	\$1,410.53	\$66,010.33
38	\$54,005	\$4,064.90	\$58,069.90	\$6,852.48	\$1,410.53	\$66,332.91
39	\$54,305	\$4,087.48	\$58,392.48	\$6,852.48	\$1,410.53	\$66,655.49
40	\$54,605	\$4,110.06	\$58,715.06	\$6,852.48	\$1,410.53	\$66,978.07

A Step-Salary placement level**B** Base Salary**C** District Paid Retirement**D** Total District Compensation**E** State Paid Health Insurance (employees not enrolled in the Health Insurance will receive \$836.52 as a cash option flexible benefit in lieu of the \$6,852.48 premium)**F** State Paid Retirement (100% of this amount is paid to the employee to offset District paid retirement)**G** Total Employee Compensation-Combination of columns (D),(E), and (F)

MID-TERM ADJUSTMENT: If the District receives a mid-term adjustment from the state, 25% of this money less the fixed costs related to FICA, TRS administrative fee and district-paid teacher retirement will be designated

APPENDIX A (continued)

**DURANT PUBLIC SCHOOL DISTRICT I072
2017-2018**

Compensation Schedule

Instructional Directors & Coordinators

High School Band Director.....	Not to Exceed \$14,000
Assistant High School Band Director.....	Not to Exceed 5,000
Middle School Band Director.....	Not to Exceed 5,000
Intermediate School Band Director.....	Not to Exceed 5,000
District Director of Vocal Music.....	6,000
Middle School Director of Vocal Music.....	3,000
Director of Alternative School.....	2,000
Head Nurse/Health Care Coordinator.....	3,000

Instructional Positions

Counselors	10% of Base
Lead Counselor.....	20% of Base
Vocational Teachers	per Career Tech Schedule
Alternative Education Teachers	5% of Base
Special Education Teachers	5% of Base
Speech Pathologist (CCC).....	(15 % of base+stipend not to exceed) 15,000
DHS Academic Coach (2 positions)	2,000/each
DHS Newspaper	1,000
DHS Student Council Advisor	3,000
DHS Assistant Student Council Advisor	1,500
DHS Media/beyond school day.....	1,000
DHS Senior Class Sponsors (3 positions)	300/each
DMS Student Council Advisor (2 positions).....	1,500/each
DHS Annual Sponsor	1,000
DMS Annual Sponsor.....	1,000
DIS Annual Sponsor.....	500
Zero/8th Hour Teachers.....	\$15/hour
Gifted Education Coordinators.....	5% of Base
Adult Education Teachers.....	(May vary according to grant) up to \$20/hour
Homebound Teachers	\$25/hour
After School Detention/Tutors.....	(May vary according to grant) \$10-15/hour
Saturday School Instructors	\$10-17/hour
Drama & Speech Instructor.....	4,000
Drama & Speech Instructor Asst	2,000
Key Club Sponsor	1,000
FTA Sponsor.....	1,000
Summer School Teachers	(May vary according to grant) \$10-17/hour
OPAT Teachers	(May vary according to grant) \$17.50/hour
Web Page Assistant (1 per site).....	300/each

Department Heads

DHS Foreign Language	300
DHS Language Arts Department	300
DHS Science Department (2 positions).....	300/each
DHS Social Studies Department.....	300
DHS Math Department.....	300
DHS Fine Arts	300
DMS Language Arts Department.....	300
DMS Science Department	300
DMS Social Studies Department	300
DMS Math Department	300
DMS Electives.....	300

APPENDIX A (continued)

	<u>RATE</u>
<u>Bus Duty</u>	
DIS Supervisor.....	\$ 1,100
DMS Supervisor.....	1,100
DMS Early Duty.....	(3 positions) 880
<u>Athletic Positions</u>	
<u>Durant High School</u>	
Football – Head.....	(Not to exceed) \$ 7,500
Football – Offensive Coordinator	3,500
Football – Defensive Coordinator	3,500
Football – Assistant.....	3,000
Football – Assistant.....	3,000
Football – Assistant.....	3,000
Football – Assistant.....	3,000
Football – Assistant.....	3,000
Football – Assistant.....	3,000
Freshman Football – Head	2,500
Freshman Football – Assistant	2,000
Basketball – Head Boys (Includes Off Season)	5,000
Basketball – Assistant Boys	3,000
Basketball – Summer League Boys*	1,000
Basketball – Assistant Summer League	500
Freshman Basketball – Boys	2,000
Basketball – Head Girls (Includes Off Season).....	5,000
Basketball – Assistant Girls	3,000
Basketball – Summer League Girls*	1,000
Basketball – Assistant Summer League	500
Freshman Basketball – Girls.....	2,000
Softball – Head (Includes Off Season).....	5,000
Softball – Assistant	2,000
Softball Assistant.....	2,000
Softball – Summer League*	1,000
Softball – Assistant Summer League.....	500
Softball – Field Maintenance (year round).....	1,000
Wrestling – Head (Includes Off Season).....	5,000
Wrestling – Assistant	2,000
Wrestling – Summer League*	1,000
Baseball – Head (Includes Off Season)	5,000
Baseball – Assistant.....	2,000
Baseball – Assistant.....	2,000
Baseball – Summer League*	1,000
Baseball – Assistant Summer League.....	500
Freshman Baseball	2,000
Baseball – Field Maintenance (year round)	1,000
Track – 7 th -12 th Coordinator (2 positions @ \$1000 each).....	2,000
Track – Head Boys & Girls (Includes Off Season).....	5,000
Track – Assistant	2,000
Track – Assistant	2,000
Track – Assistant	2,000
Soccer – Head Boys	4,000
Soccer – Assistant Boys	2,000
Soccer – Head Girls.....	4,000
Soccer – Assistant Girls.....	2,000

APPENDIX A (continued)

	<u>RATE</u>
Tennis – Head Boys & Girls	4,000
Tennis – Assistant.....	2,000
Tennis – Freshman	2,000
Golf – Head Boys & Girls	4,000
Golf – Assistant.....	2,000
Cross Country – Head Boys Gr. 7-12	5,000
Cross Country – Head Girls Gr. 7-12.....	5,000
DHS Field Maintenance (year round) (2 positions @ \$1,500 each)	3,000
DHS Summer Athletic Weights (3 positions @ \$1,000 each).....	3,000
Varsity Cheerleader Coach	5,000
Varsity Cheerleader Coach Summer Duties	1,000
9 th Grade Cheerleading Sponsor	2,500

* = **Summer Contract**

Durant Middle School

Coordinator	3,000
Football – Head 8 th Gr.....	2,500
Football – Assistant 8 th Gr.....	1,800
Football – Assistant 8 th Gr.....	1,800
Football – Head 7 th Gr.....	2,500
Football – Assistant 7 th Gr.....	1,800
Football – Assistant 7 th Gr.....	1,800
DMS Field Maintenance (year round) (2 positions @\$1,000 each).....	2,000
Basketball – A team 8 th Gr. Boys	2,000
Basketball – B team 8 th Gr. Boys	1,500
Basketball – A team 8 th Gr. Girls.....	2,000
Basketball – B team 8 th Gr. Girls.....	1,500
Basketball – A team 7 th Gr. Boys	2,000
Basketball – B team 7 th Gr. Boys	1,500
Basketball – A team 7 th Gr. Girls.....	2,000
Basketball – B team 7 th Gr. Girls.....	1,500
Baseball – Head 8 th Gr.....	2,000
Baseball – Head 7 th Gr.....	2,000
Wrestling – Head	2,000
Wrestling – Assistant	1,500
Softball – Head.....	2,000
Softball – Assistant.	1,500

Track-Head.....	2,000
Track Assistant	1,500
Track Assistant	1,500
Track Assistant	1,500
Track Assistant	1,500
Tennis – Head Boys & Girls (\$1500 each)	3,000
Golf – Head Boys & Girls	3,000
Cheerleader Coach.....	2,000
Summer Athletics Weights (3 to 6 positions).....	1,500

APPENDIX B

DURANT PUBLIC SCHOOLS
#1072
GRIEVANCE REPORT FORM

Level: 2 3 4
(Circle one to indicate level of grievance)

Date filed: _____

Site: _____

Assignment: _____

A. Date cause of grievance occurred: _____

B. Article and/or section alleged to have been violated: _____

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

D. Relief desired: _____

Signature

Date

Date Received by Administration _____

E. Disposition by the appropriate Administrator (attach additional pages if necessary):

Signature

APPENDIX C

TLE Observation Form Teachers 2017-2018

<i>Domain</i>	<i>Dimension</i>	<i>Page</i>
Classroom Management	1. Preparation	31
	2. Discipline	32
	3. Building-Wide Climate Responsibility	32
	4. Lesson Plans	33
	5. Assessment Practices	33
	6. Student Relations	34
Instructional Effectiveness	7. Literacy	34
	8. Current State Standards	35
	9. Involves All Learners	35
	10. Explains Content	36
	11. Clear Instructions and Directions	36
	12. Models	37
	13. Monitors	37
	14. Adjusts Based upon Monitoring	38
	15. Establishes Closure	38
	16. Student Achievement	39
Professional Growth & Continuous Improvement	17. Professional Learning	39
	18. Professional Accountability	40
Interpersonal Skills	19. Effective Interactions/ Collaboration with Stakeholders	40
Leadership	20. Leadership Involvements	41

Educator Name: _____	School Name _____		
Evaluator Name: _____			
	Obs. 1	Obs. 2	Obs. 3
Date			
Obs. Conf. Date			
Educator's Initials			
Observer's Initials			

APPENDIX C (CONTINUED)

#	Domain Indicator	Observer's Coding: 3, +, -, N/A, or N/O.	Dimension
	<p align="center">3 — Effective</p> <p><i>Rubric's description of professional proficiency at a 3-Effective level.</i></p> <p>Note: The observation rating should reflect the evaluator's intentional study and analysis of the teacher's classroom performance and other factors that quantify the impact of the educator—up to, and including, the date of the classroom observation.</p>	<p align="center">Obs. 1 Obs. 2 Obs. 3</p>	
<p>Comments:</p> <p><i>Insert comments, dates, observation notes, evidence collected to date, etc.</i></p>			

1	Domain: Classroom Management	Dimension: Preparation		
<p align="center">Teacher plans for and executes a lesson relating to short-term and long-term objectives.</p>				
	<p align="center">3 — Effective</p> <p>Plans for and executes instructional strategies that encourage the development of performance skills relating to short and long term objectives.</p> <p>Develops instructional plans that are in alignment with most current state standards and, as available and appropriate, curriculum maps and pacing guides.</p> <p>Plans consistently address student diversity and describe how instruction will be differentiated.</p> <p>Ensures materials and equipment are ready at the start of the lesson or instructional activity (most of the time).</p>	Obs. 1	Obs. 2	Obs. 3
<p>Comments:</p>				

2	Domain: Classroom Management	Dimension: Discipline		
Teacher clearly defines and effectively manages expected behavior.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
Establishes, communicates, and consistently implements appropriate standards of conduct.				
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.				
Monitors the behavior of students during whole-class, small group and seat work activities and during transitions between instructional activities.				
As necessary and appropriate, stops misbehavior promptly and consistently, with a voice level / word choice suitable to the situation.				
Comments:				

APPENDIX C (CONTINUED)

3	Domain: Classroom Management	Dimension: Building-Wide Climate Responsibilities		
Teacher assures a contribution to building-wide positive climate responsibilities.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
Regularly and routinely participates in school projects and initiatives that contribute to promoting orderly behavior throughout the school.				
Follows the procedures, practices and guidelines outlined by the school, district, state and federal laws intended to keep students healthy and safe.				
Comments:				

APPENDIX C (CONTINUED)

4	Domain: Classroom Management Teacher develops daily lesson plans designed to achieve the identified objectives.	Dimension: Lesson Plans		
3 — Effective		Obs. 1	Obs. 2	Obs. 3
Plans are developed consistently and on time based upon an analysis of data. Plans with other members of the grade-level / school planning teams (when it is an expectation of the campus). Provides substitute plans, classroom rosters, seating charts, behavior plans, emergency plans and identification of diverse learning groups.				
Comments:				

5	Domain: Classroom Management Teacher acknowledges student progress and uses assessment practices that are fair, based on identified criteria, and support effective instruction.	Dimension: Assessment Practices		
3 — Effective		Obs. 1	Obs. 2	Obs. 3
Consistently uses assessments to evaluate student learning and guide instruction. Grading is fair and in accordance with district’s grading policies. Provides adequate and timely feedback from assessment results for students to reflect and set goals. Recognizes student progress and achievement at significant intervals and encourages learning behaviors that would result in student success.				
Comments:				

APPENDIX C (CONTINUED)

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.				
3 — Effective	Obs. 1	Obs. 2	Obs. 3	
Oral, written and nonverbal communications with students are considerate and respectful.				
Consistently conveys a generally positive view of learning and of the curriculum, demonstrating high academic expectations for most students.				
Comments:				

7	Domain: Instructional Effectiveness	Dimension: Literacy		
Teacher embeds the components of literacy into all instructional content.				
3 — Effective	Obs. 1	Obs. 2	Obs. 3	
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.				
As appropriate for the content area, instruction is provided through text.				
Comments:				

APPENDIX C (CONTINUED)

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.		
3 — Effective	Obs. 1	Obs. 2
Obs. 3		
Understands the current state standards as evidenced by use of alternate instructional strategies and modified content focus aligned with current state standards.		
Comments:		

9	Domain: Instructional Effectiveness	Dimension: Involves All Learners
Teacher uses active learning, questioning techniques and/or guided practices to involve all students.		
3 — Effective	Obs. 1	Obs. 2
Obs. 3		
Routinely uses strategies to ensure engagement of all students.		
Engages most students in active learning experiences 80 percent of the class time.		
Uses questioning techniques throughout the lesson, scaffolding to at least the mid-level of Bloom's taxonomy.		
Provides adequate wait time for student response and engagement.		
Engages students by incorporating their general skills and interests into the lesson.		
Comments:		

APPENDIX C (CONTINUED)

10	Domain: Instructional Effectiveness	Dimension: Explains Content		
Teacher teaches the objectives through a variety of methods.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
<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>				
Comments:				

11	Domain: Instructional Effectiveness	Dimension: Clear Instruction & Directions		
Teacher provides clear instruction and direction.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
<p>Provides instruction, directions and procedures in a variety of delivery modes, e.g., verbal, modeling, visual, demonstration, etc., that are accurate, clearly stated / presented and relate to the learning objectives.</p> <p>Gives students directions for transitions and includes transitioning in the planning process to optimize academic learning time.</p> <p>Uses spoken and written language that is clear and correct, conforms to standard English, vocabulary, and is appropriate to students' ages and interests.</p>				
Comments:				

APPENDIX C (CONTINUED)

12	Domain: Instructional Effectiveness	Dimension: Models		
Teacher demonstrates / models the desired skill or process.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
Provides demonstrations and modeling of the desired skill or process that are clear and precise to students.				
Comments:				

13	Domain: Instructional Effectiveness	Dimension: Monitors		
Teacher checks to determine if students are progressing toward stated objectives.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
<p>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.</p> <p>Uses different types of student response techniques, both individual / group.</p> <p>Uses student response techniques to check for understanding.</p> <p>Uses feedback from students regarding their understanding.</p> <p>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.</p>				
Comments:				

APPENDIX C (CONTINUED)

14	Domain: Instructional Effectiveness	Dimension: Adjusts Based Upon Monitoring		
Teacher changes instruction based on the results of monitoring.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
Consistently monitors student involvement and makes efforts to adjust instructional plans to engage more students.				
Assesses mastery of the new learning to determine if independent practice or re-teaching is appropriate and makes adjustments to lessons.				
Reviews data from assessments to modify instruction and guide intervention strategies.				
Comments:				

15	Domain: Instructional Effectiveness	Dimension: Establishes Closure		
Teacher summarizes and fits into context what has been taught.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
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.				
Connects what is learned to prior learning.				
Comments:				

APPENDIX C (CONTINUED)

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.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
<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>				
Comments:				

17	Domain: Professional Growth and Continuous Improvement	Dimension: Professional Learning		
Uses Professional Growth as a Continuous Improvement Strategy				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
<p>Participates in the required minimum hours of professional development updating their content knowledge and current professional practices.</p>				
Comments:				

APPENDIX C (CONTINUED)

18	Domain: Professional Growth and Continuous Improvement Dimension: Professional Accountability			
Exhibits behaviors and efficiencies associated with professionalism.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
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.				
Comment:				

19	Domain: Interpersonal Skills		Dimensions: Effective Interpersonal Skills	
Effective Interactions and Collaboration with Stakeholders.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
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.				
Comments:				

APPENDIX C (CONTINUED)

20	Domain: Leadership	Dimension: Professional Involvement & Leadership		
Exhibits Positive Leadership through Varied Involvements.				
3 – Effective		Obs. 1	Obs. 2	Obs. 3
Agrees to participate in school or district events when asked.				
Finds ways to contribute to the profession and follows through.				
Assumes a proactive role in addressing student needs.				
Comments:				

APPENDIX D
TLE Observation Form
Counselors
2017-2018

<i>Domain</i>	<i>Dimension</i>	<i>Page</i>
Organization and Management	1. Work Area Environment	44
	2. Management of the Counseling Program	45
	3. Building Climate	45
Instructional Support	4. Monitors Student Progress	46
	5. Demonstrates Accountability	46
	6. Consultation and Collaboration	47
	7. Assists with Building-Wide Assessment	47
	8. Demonstrates Skills and Temperament to Handle Crisis Interventions with Students and Families	48
	9. Exhibits Professional Behaviors and Efficiencies	48
Professional Growth & Continuous Improvement	10. Uses Professional Growth as an Improvement Strategy	48
Interpersonal Skills	11. Effective Interactions/ Communications with Stakeholders	49
	12. Participates in Fair Share Duties	49
Leadership	13. Leadership Involvements	50
	14. Advocates for Educational Equity	50

Educator Name: _____		School Name _____	
Evaluator Name: _____			
	Obs. 1	Obs. 2	Obs. 3
Date			
Obs. Conf. Date			
Educator's Initials			
Observer's Initials			

APPENDIX D (CONTINUED)

#	Domain Indicator	Indicator	Observer's Coding: 3, +, -, N/A, or N/O.	Dimension
		3 — Effective	<div style="display: flex; justify-content: space-around;"> Obs. 1 Obs. 2 Obs. 3 </div>	
<p><i>Rubric's description of professional proficiency at a 3-Effective level.</i></p> <p>Note: <i>The observation rating should reflect the evaluator's intentional study and analysis of the teacher's classroom performance and other factors that quantify the impact of the educator—up to, and including, the date of the classroom observation.</i></p>				
<p>Comments:</p> <p><i>Insert comments, dates, observation notes, evidence collected to date, etc.</i></p>				

1	Domain: Counselor Center Management	Dimension: Work Area Environment
<p>The Counselor will optimize the physical learning environment to assure efficacy / student learning advantage in alignment with counseling management best practices.</p>		
	3 — Effective	<div style="display: flex; justify-content: space-around;"> Obs. 1 Obs. 2 Obs. 3 </div>
<p>The counseling center is organized for providing learning / counseling opportunities, order, cleanliness, safety and ease of traffic flow.</p> <p>Physical resources are well placed in locations that enhance their functions and do not interfere with other functions.</p>		
<p>Comments:</p> <p><i>Insert comments, dates, observation notes, evidence collected to date, etc.</i></p>		

APPENDIX D (CONTINUED)

2	Domain: Counselor Center Management Dimension: Comprehensive Counseling Plan
The Counselor plans for delivery of the school’s counseling plan relative to short term and long term objectives.	
3 — Effective	Obs. 1 Obs. 2 Obs. 3
<p>Delivers district-provided curriculum (e.g., 2nd step, bully proofing) to all students.</p> <p>Coordinates ongoing systemic activities to help students on an individual and small group basis.</p>	
<p>Comments:</p> <p>Insert comments, dates, observation notes, evidence collected to date, etc.</p>	

3	Domain: Counselor Center Management Dimension: Building Climate
The school counselor contributes to a positive school climate by taking a proactive role in creating a safe, orderly and positive school environment.	
3 — Effective	Obs. 1 Obs. 2 Obs. 3
<p>School counselor assesses school’s strengths and deficiencies regarding students’ suspensions, discipline referrals, etc. and designs interventions to address these.</p> <p>School counselor communicates strengths and deficiencies of school climate issues to stakeholders (e.g. faculty/staff, parents, and community partners.)</p> <p>School counselor contributes to a healthy school climate by implementing, and assessing evidence-based practices to address school’s areas of concerns.</p>	
<p>Comments:</p> <p>Insert comments, dates, observation notes, evidence collected to date, etc.</p>	

APPENDIX D (CONTINUED)

4	Domain: School Counseling Effectiveness Dimension: Monitors Student Progress School Counselor monitors student progress to maximize student achievement.
3 — Effective	Obs. 1 Obs. 2 Obs. 3
Has a consistent system for ensuring that students meet district promotional criteria. Informs parents / guardians that a student needs intervention(s) to meet with school success. Communicates progress to parents/guardians in a consistent and reliable manner. Provide students referrals to summer school programs, tutoring, mentoring, etc. Informs parents of possible retention.	
Comments: Insert comments, dates, observation notes, evidence collected to date, etc.	

5	Domain: School Counseling Effectiveness Dimension: Accountability Reports School Counselor demonstrates accountability.
3 — Effective	Obs. 1 Obs. 2 Obs. 3
School counselor accesses baseline data to show areas of school need in regard to attendance, discipline and achievement. School counselor demonstrates accountability for time spent working with students.	
Comments: Insert comments, dates, observation notes, evidence collected to date, etc.	

APPENDIX D (CONTINUED)

6	Domain: School Counseling Effectiveness Dimension: Consults and Collaborates The School Counselor creates a professional receiving / open climate so as to insure that Faculty and Staff actively solicit the counselor’s special expertise in students’ emotional, career and academic progress.
3 — Effective	Obs. 1 Obs. 2 Obs. 3
The school counselor volunteers to participate in school committees, e.g. school improvement teams, school safety teams, professional development teams, to collaborate and consult on progress in student personal/social, career – college readiness, and academic growth. The school counselor contributes to the achievement of students through consultation as requested with faculty and parents on student personal/social, career – college readiness, and academic growth. School counselor establishes contact with outside agencies and school community partners to respond to student crisis.	
Comments: Insert comments, dates, observation notes, evidence collected to date, etc.	

7	Domain: School Counseling Effectiveness Dimension: Student Assessment (testing, surveys) School Counselor participates in the school-wide assessment program.
3 — Effective	Obs. 1 Obs. 2 Obs. 3
School counselor attends all mandatory meetings required at the building level related to student assessment. School counselor attends district mandatory meetings required for building level assessments. School counselor, in collaboration with other assigned personnel, plans and executes an effective building assessment program.	
Comments: Insert comments, dates, observation notes, evidence collected to date, etc.	

APPENDIX D (CONTINUED)

8	Domain: School Counseling Effectiveness	Dimension: Skills and Temperament		
School Counselor exhibits the skills and temperament to manage students' crises.				
3 – Effective		Obs. 1	Obs. 2	Obs. 3
<p>Demonstrates calm and confidence when confronted with student crises (child abuse, student suicide ideation, student trauma, etc.)</p> <p>School counselor shows understanding, confidentiality and compliance of school board policy when dealing with student crisis.</p>				
<p>Comments:</p> <p>Insert comments, dates, observation notes, evidence collected to date, etc.</p>				

9	Domain: School Counseling Effectiveness	Dimension: Behaviors and Efficiencies		
Exhibits behaviors and efficiencies associated with professionalism.				
3 – Effective		Obs. 1	Obs. 2	Obs. 3
<p>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 information / compliance requests.</p>				
<p>Comments:</p> <p>Insert comments, dates, observation notes, evidence collected to date, etc.</p>				

10	Domain: Professional Growth and Continuous Improvement	Dimension: Strategy		
Uses professional growth as a continuous improvement strategy.				
3 – Effective		Obs. 1	Obs. 2	Obs. 3
<p>Participates in the required minimum hours of professional development updating their content knowledge and current professional practice</p>				
<p>Comments:</p> <p>Insert comments, dates, observation notes, evidence collected to date, etc.</p>				

APPENDIX D (CONTINUED)

11	Domain: Interpersonal Skills	Dimension: Interactions and Communications		
Effective interactions and communications with stakeholders.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
<p>Interacts with families in a timely, consistent, positive and professional manner.</p> <p>Complies with school procedures for communicating with families and makes an effort to engage families in the educational program.</p> <p>Uses effective communication skills with students. Demonstrates communication skills (oral, written and nonverbal) that are clear, considerate, positive, and rarely requires further explanations.</p> <p>Collaborates appropriately and makes decisions that reflect genuine professional consideration.</p> <p>Providing parental educational opportunities via multiple venues including, but not limited to newsletters, parent workshops</p>				
<p>Comments:</p> <p>Insert comments, dates, observation notes, evidence collected to date, etc.</p>				

12	Domain: Interpersonal Skills	Dimension: Fair Share Duties		
Counselor participates in Fair Share Duties and Responsibilities.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
<p>School counselor understands the counseling role and accepts a portion of fair share duties and responsibilities to ensure the smooth functioning of the building.</p>				
<p>Comments:</p> <p>Insert comments, dates, observation notes, evidence collected to date, etc.</p>				

APPENDIX D (CONTINUED)

13	Leadership	Dimension: Involvements		
School Counselor leads and participates in school-wide efforts to involve parents.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
Participates in school events when asked. Participates in school and district projects when asked. Finds ways to contribute to the profession and follows through.				
Comments: Insert comments, dates, observation notes, evidence collected to date, etc.				

14	Leadership	Dimension: Advocating Equity		
School Counselor advocates effectively for equity issues affecting the educational progress of students.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
Finds ways to contribute to the profession and follows through. Assumes a proactive role in addressing student needs by making consistent attempts at removing any and all barriers confronting the life of a child.				
Comments: Insert comments, dates, observation notes, evidence collected to date, etc.				

APPENDIX D (CONTINUED)

DISD Counselor's Confidential Evaluation

Counselor _____ Date(s) of observations _____								
School _____ Assignment _____ Employee Number _____		INSERT A WHOLE NUMBER, NOT AN "X" OR "?!"						
See RUBRIC for detailed definitions. Insert ONE of the following: 1 = Ineffective; 2 = Needs Improvement;		DO NOT INSERT MORE THAN ONE NUMBER IN A ROW						
3 = Effective; 4 = Highly Effective; 5 = Superior; N/A = Not Applicable; N/O = Not Observed		1	2	3	4	5	Average	
COUNSELOR CENTER MANAGEMENT								#DIV/0!
1	The Counselor will optimize the physical learning environment to assure efficacy / student learning advantage in alignment with counseling management best practices.							
2	The Counselor plans for delivery of the school's counseling plan relative to short term and long term objectives.							
3	The school counselor contributes to a positive school climate by taking a proactive role in creating a safe, orderly and positive school environment.							
SCHOOL COUNSELING EFFECTIVENESS								#DIV/0!
4	School Counselor monitors student progress to maximize student achievement.							
5	School Counselor demonstrates accountability.							
6	The School Counselor creates a professional receiving / open climate so as to insure that Faculty and Staff actively solicit the counselor's special expertise in student's emotional, career and academic progress.							
7	School Counselor participates in the school-wide assessment program.							
8	School Counselor exhibits the skills and temperament to manage student's crises.							
9	Exhibits behaviors and efficiencies associated with professionalism.							
NOTE: N/A or N/O cannot be used for Domains with a single Indicator; use 1, 2, 3, 4, or 5 ONLY.								
PROFESSIONAL GROWTH AND CONTINUOUS IMPROVEMENT								0.0
10	Uses professional growth as a continuous improvement strategy.							
INTERPERSONAL SKILLS								#DIV/0!
11	Effective interactions and collaboration with stakeholders.							
12	Counselor participates in Fair Share Duties and Responsibilities.							
LEADERSHIP								#DIV/0!
13	School Counselor leads and participates in school-wide efforts to involve parents.							
14	School Counselor advocates effectively for equity issues affecting the educational progress of students.							
Summary of Effectiveness by DOMAIN:		<u>Average</u>		<u>Weight of Domain by Percentage</u>				
COUNSELOR CENTER MANAGEMENT		#DIV/0!		20%				
SCHOOL COUNSELING EFFECTIVENESS		#DIV/0!		30%				
PROFESSIONAL GROWTH AND CONTINUOUS IMPROVEMENT		0.0		10%				
INTERPERSONAL SKILLS		#DIV/0!		20%				
LEADERSHIP		#DIV/0!		20%				
COMPOSITE, WEIGHTED AVERAGE for EVALUATION		#DIV/0!						
NOTE:								
From:		To:		Ranking				
Less than 1.8		Less than 2.8		Ineffective				
Equal to or greater than 1.8		Less than 3.8		Needs Improvement				
Equal to or greater than 2.8		Less than 4.8		Effective				
Equal to or greater than 3.8		Less than 4.8		Highly Effective				
Equal to or greater than 4.8		Less than 4.8		Superior				
Any ranking of 1.0 or 2.0 on any component of this Evaluation requires a Personal Development Plan to be attached to this document.								
Any ranking of 4.0 or 5.0 on any component on this Evaluation requires narrative comments within the Evaluator Comments below.								

Counselor's Signature* _____ Date _____

Evaluator's Signature _____ Date _____

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

APPENDIX E

TLE Observation Form --- Librarians 2017-2018

<i>Domain</i>	<i>Indicator</i>	<i>Page</i>
Classroom Management 35%	1. Managing Student Behavior	53
	2. Creating a Culture for Learning	53
	3. Managing Library Procedures	53
	4. Collaborating with Teachers	54
	5. Administrative Management & Records	54
	6. Developing Collection	54
	7. Administering Library Budget	54
	8. Supervising Personnel	55
Instructional Effectiveness 40%	9. Demonstrating Knowledge of Curriculum	55
	10. Supporting Instructional Goals	55
	11. Demonstrating Knowledge of Traditional / Non- Traditional Literature & Reading Support	56
	12. Communicating Effectively with Students	56
	13. Using Quality Questioning Techniques with Students	56
	14. Assessing Students	57
	15. Developing Lessons	57
Professional Growth & Continuous Improvement 10%	16. Reflecting on Professional Effectiveness	57
	17. Growing and Developing Professionally	58
Interpersonal Skills 10%	18. Communicating with School Staff	58
	19. Communicating with School Stakeholders	58
Leadership 10%	20. Contributing to School and Professional Communities	59
	21. Adhering to Professional Ethics	59

APPENDIX E (CONTINUED)

#	Domain Indicator	Indicator	Observer's Coding: 3, +, -, N/A, or N/O.	Dimension
		3 — Effective	Obs. 1 Obs. 2 Obs. 3	
		<p><i>Rubric's description of professional proficiency at a 3-Effective level.</i></p> <p>Note: <i>The observation rating should reflect the evaluator's intentional study and analysis of the teacher's classroom performance and other factors that quantify the impact of the educator—up to, and including, the date of the classroom observation.</i></p>		
		<p>Comments: Insert comments, dates, observation notes, evidence collected to date, etc.</p>		

1	Domain: Library Management			
	Indicator: Managing Student Behavior			
		3 — Effective	Obs. 1 Obs. 2 Obs. 3	
	<p>Clear procedures have been established for student behavior.</p> <p>Monitors student behavior as problems arise.</p> <p>Consistently demonstrates respect for students in handling any behavior issues.</p>			
	<p>Comments:</p>			

2	Domain: Library Management			
	Indicator: Creating a Culture for Learning			
		3 — Effective	Obs. 1 Obs. 2 Obs. 3	
	<p>The school library environment is inviting and conducive to student learning.</p> <p>Physical resources and space within the librarian's control are organized for various functions considering accessibility and safety.</p>			
	<p>Comments:</p>			

3	Domain: Library Management			
	Indicator: Managing Library Procedures			
		3 — Effective	Obs. 1 Obs. 2 Obs. 3	
	<p>Procedures for circulation and scheduling have been established providing for adequate access to the library facilities and resources.</p>			
	<p>Comments:</p>			

APPENDIX E (CONTINUED)

4	Domain: Library Management			
	Indicator: Collaborating with Teachers			
	3 — Effective	Obs. 1	Obs. 2	Obs. 3
<p>Collaboration occurs with some teachers to coordinate the use of the library and its resources and provide learning experiences that support instructional units.</p> <p>Promotes project-based learning and transition to CCSS.</p>				
Comments:				

5	Domain: Library Management			
	Indicator: Administrative Management and Records			
	3 — Effective	Obs. 1	Obs. 2	Obs. 3
<p>Keeps accurate and up-to-date records including catalog holdings, circulation statistics, library equipment inventory, and library usage statistics.</p> <p>Required and requested reports are submitted in full and on time.</p>				
Comments:				

6	Domain: Library Management			
	Indicator: Developing Collection			
	3 — Effective	Obs. 1	Obs. 2	Obs. 3
<p>Regularly assesses, acquires resources, and weeds collection to update holdings and ensure curriculum and student / staff needs are met.</p> <p>Seeks input from both students and staff.</p>				
Comments:				

7	Domain: Library Management			
	Indicator: Administering Library Budget			
	3 — Effective	Obs. 1	Obs. 2	Obs. 3
<p>Develops expenditure plan that adequately maintains the library program and supports the mission of the school.</p> <p>Follows department and/or district guidelines for budget management and record maintenance that meets spending deadlines.</p>				
Comments:				

APPENDIX E (CONTINUED)

8	Domain: Library Management			
	Indicator: Supervising Personnel			
	3 — Effective	Obs. 1	Obs. 2	Obs. 3
Training, supervision, and evaluation of library support staff are thoughtful and consistent.				
Comments:				

Evaluator note regarding Indicators #9 through 15.

Please consider that the Librarian does not always have full control of lessons and assessments when co-planning and co-teaching with peers. Typically, librarians are operating in a give-and-take, cooperative mode. Exemplary Librarians gently guide teaching partners toward highly effective and superior lesson development, delivery and assessment.

9	Domain: Instructional Effectiveness			
	Indicator: Demonstrating Knowledge of Curriculum			
	3 — Effective	Obs. 1	Obs. 2	Obs. 3
Is knowledgeable of the curriculum and its correlation to the forms of literacy, resources, and a research process.				
Makes curriculum and learning connections for students.				
Comments:				

10	Domain: Instructional Effectiveness			
	Indicator: Supporting Instructional Goals			
	3 — Effective	Obs. 1	Obs. 2	Obs. 3
Demonstrates basic comprehension of the educational disciplines and diverse school population.				
Provides adequate resources, technology and services to support instructional goals.				
Collaborates with teachers to integrate literacy and reading strategies.				
High expectations for students are present and consistent.				

APPENDIX E (CONTINUED)

11	Domain: Instructional Effectiveness Indicator: Demonstrating Knowledge of Traditional and Non-Traditional Literature & Reading Support		
3 — Effective	Obs. 1	Obs. 2	Obs. 3
Has a sufficient working knowledge of literature and resource materials to help students and staff select the “right” book or other material to match their needs and interests. Encourages reading for pleasure and lifelong learning using both traditional and emerging technological strategies and tools.			
Comments:			

12	Domain: Instructional Effectiveness Indicator: Communicates Effectively with Students		
3 — Effective	Obs. 1	Obs. 2	Obs. 3
Clearly communicates directions and procedures with students. Technology is used when appropriate.			
Comments:			

13	Domain: Instructional Effectiveness Indicator: Using Quality Questioning Techniques with Students		
3 — Effective	Obs. 1	Obs. 2	Obs. 3
Understands and supports core curriculum instruction and assists in the transition to CCSS. Uses inquiry-based strategies to elicit higher level thinking.			
Comments:			

APPENDIX E (CONTINUED)

14	Domain: Instructional Effectiveness Indicator: Assessing Students		
3 — Effective	Obs. 1	Obs. 2	Obs. 3
<p>Student learning is monitored, using primarily formative assessment tools as appropriate, Ex: teacher or librarian-created rubrics; exit cards to check understanding; observation during student learning activities.</p> <p>Students are aware of the evaluation process and are involved in some self-assessments.</p> <p>Provides timely feedback to students.</p> <p>Assessment data is reviewed to improve teaching.</p>			
Comments:			

15	Domain: Instructional Effectiveness Indicator: Developing Lessons		
3 — Effective	Obs. 1	Obs. 2	Obs. 3
<p>Lesson plans are aligned to national and state teaching standards.</p> <p>Instructional plans are developed to meet the individual learning styles and capacities of a diverse student population.</p>			
Comments:			

16	Domain: Professional Growth & Continuous Improvement Indicator: Reflecting on Professional Effectiveness		
3 — Effective	Obs. 1	Obs. 2	Obs. 3
<p>Often reflects on the effectiveness of teaching practices and library services offered.</p> <p>Reflection results in changes in practices and services.</p>			
Comments:			

APPENDIX E

(CONTINUED)

17	Domain: Professional Growth & Continuous Improvement Indicator: Growing and Developing Professionally		
3 — Effective	Obs. 1	Obs. 2	Obs. 3
Participates regularly in required site and professional development activities. Shares learning with others. Accepts performance feedback from both supervisors and fellow librarians. Makes changes as needed.			
Comments:			

18	Domain: Interpersonal Skills Indicator: Communicating with School Staff		
3 — Effective	Obs. 1	Obs. 2	Obs. 3
Communication about the school library is positive, ongoing, and consistent.			
Comments:			

19	Domain: Interpersonal Skills Indicator: Communicating with School Stakeholders		
3 — Effective	Obs. 1	Obs. 2	Obs. 3
Positive and professional communications with families are routine and woven into the culture of all encounters. School procedures for communicating with families are in commonplace evidence. Uses effective communication skills with students (verbal, written, and nonverbal) that are clear, solicitous, helpful, and rarely requiring further explanations. Collaboration and consultation for decision making reflect genuine professional consideration.			
Comments:			

APPENDIX E (CONTINUED)

20	Domain: Leadership		
	Indicator: Contributing to School and Professional Communities		
3 — Effective	Obs. 1	Obs. 2	Obs. 3
Partakes in school events when asked.			
Joins in school and district projects when asked.			
Employs appropriate involvement tactics to contribute to the profession.			
Assumes a preemptive role in addressing student prerequisites.			
Comments:			

21	Domain: Leadership		
	Indicator: Adhering to Professional Ethics		
3 — Effective	Obs. 1	Obs. 2	Obs. 3
Is knowledgeable of the ethics of librarianship.			
Follows copyright law, and adheres to the principles of the Library Bill of Rights and the American Library Association’s Code of Ethics.			
Promotes access to everyone within the school community.			
Comments:			

TLE Observation and Evaluation Rubric Librarian 2017-2018

<i>Domain/Relative Weight</i>	<i>Indicator</i>	<i>Page</i>
Library Management 35%	1. Managing Student Behavior	61
	2. Creating a Culture for Learning	61
	3. Managing Library Procedures	62
	4. Collaborating with Teachers	62
	5. Administrative Management & Records	63
	6. Developing Collection	63
	7. Administering Library Budget	64
	8. Supervising Personnel	64
Instructional Effectiveness 40%	9. Demonstrating Knowledge of Curriculum	65
	10. Supporting Instructional Goals	65
	11. Demonstrating Knowledge of Traditional / Non-Traditional Literature & Reading Support	66
	12. Communicating Effectively with Students	66
	13. Using Quality Questioning Techniques with Students	67
	14. Assessing Students	67
	15. Developing Lessons	68
Professional Growth & Continuous Improvement 10%	16. Reflecting on Professional Effectiveness	68
	17. Growing and Developing Professionally	69
Interpersonal Skills 10%	18. Communicating with School Staff	69
	19. Communicating with School Stakeholders	70
Leadership 5%	20. Contributing to School and Professional Communities	71
	21. Adhering to Professional Ethics	71

APPENDIX E (CONTINUED)

Indicator

1	Domain: Library Management Indicator: Managing Student Behavior			
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Clear procedures have not been established for student behavior.</p> <p>Does not monitor student behavior.</p> <p>Has a primarily punitive approach to managing student behavior.</p>	<p>Some procedures and standards have been established for student behavior.</p> <p>Is inconsistent in monitoring student behavior.</p>	<p>Clear procedures have been established for student behavior.</p> <p>Monitors student behavior as problems arise.</p> <p>Consistently demonstrates respect for students in handling any behavior issues.</p>	<p>Clear procedures have been established for student behavior.</p> <p>Monitors student behavior proactively before problems arise.</p> <p>Consistently demonstrates respect for students in handling any behavior issues.</p>	<p>Clear procedures have been established for student behavior.</p> <p>Monitors student behavior proactively before problems arise.</p> <p>Consistently demonstrates respect for students in handling any behavior issues.</p> <p>Works with teachers to create consistent, positive procedures.</p>

2	Domain: Library Management Indicator: Creating a Culture for Learning			
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>The school library environment is uninviting.</p> <p>Physical resources and space within the librarian's control are poorly organized for various functions.</p>	<p>The school library environment is somewhat organized.</p> <p>Physical resources and space within the librarian's control are arranged more for the convenience of library staff than for students.</p>	<p>The school library environment is inviting and conducive to student learning.</p> <p>Physical resources and space within the librarian's control are organized for various functions considering accessibility and safety.</p>	<p>The school library environment is inviting and conducive to student learning.</p> <p>Physical resources are organized for individual, collaborative and group work.</p> <p>Students are encouraged to engage in learning activities beyond assigned class time.</p>	<p>The school library is a true learning commons where the whole school community feels comfortable to gather, explore and share learning ideas.</p> <p>Physical resources are organized and flexible enough to respond to the needs of the school, groups, and individual students.</p>

APPENDIX E (CONTINUED)

3 Domain: Library Management Indicator: Managing Library Procedures				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>No procedures for circulation and scheduling library facilities and resources have been established resulting in limited access.</p>	<p>Some procedures for circulation and scheduling of library facilities and resources have been established.</p>	<p>Procedures for circulation and scheduling have been established providing for adequate access to the library facilities and resources.</p>	<p>Positive procedures for circulation and scheduling have been established and widely accepted by the school community.</p> <p>Procedures promote access to the library facilities and resources.</p>	<p>Positive procedures are in place for all routine services resulting in optimal access to the library facilities and resources.</p> <p>Flexibility in procedures and scheduling maximizes the availability of the school librarian's expertise and library resources.</p>

4 Domain: Library Management Indicator: Collaborating with Teachers				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Collaboration does not occur with teachers.</p> <p>Is not knowledgeable about CCSS.</p>	<p>Limited collaboration exists with teachers.</p> <p>Has limited knowledge about CCSS.</p>	<p>Collaboration occurs with some teachers to coordinate the use of the library and its resources and provide learning experiences that support instructional units.</p> <p>Promotes project-based learning and transition to CCSS.</p>	<p>Collaboration occurs with most teachers to coordinate the use of the library and its resources and provide learning experiences that support instructional units.</p> <p>Promotes project-based learning and transition to CCSS.</p> <p>Lessons promote research skills and critical thinking.</p>	<p>Initiates collaboration and seeks out teachers for co-planning and co-teaching.</p> <p>Leads in promoting project-based learning and transition to CCSS.</p> <p>Lessons promote research skills and critical thinking.</p>

APPENDIX E (CONTINUED)

<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 10px;">5</div> <div> <p>Domain: Library Management</p> <p>Indicator: Administrative Management and Records</p> </div> </div>				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Records are not maintained systematically or available in a timely fashion.</p>	<p>Keeps some records accurate and up-to-date including catalog holdings, circulation statistics, library equipment inventory, and library usage statistics.</p>	<p>Keeps accurate and up-to-date records including catalog holdings, circulation statistics, library equipment inventory, and library usage statistics.</p> <p>Required and requested reports are submitted in full and on time.</p>	<p>Keeps accurate and up-to-date records including catalog holdings, circulation statistics, library equipment inventory, and library usage statistics.</p> <p>Required and requested reports are submitted in full and on time.</p> <p>Data and librarian expertise is sometimes used in decision-making and are always willingly available.</p>	<p>Keeps accurate and up-to-date records including catalog holdings, circulation statistics, library equipment inventory, and library usage statistics.</p> <p>Data beyond what is required is gathered, interpreted and communicated to administrators and or stakeholders for planning and improving the library program.</p>

<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 10px;">6</div> <div> <p>Domain: Library Management</p> <p>Indicator: Developing Collection</p> </div> </div>				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Acquires resources without careful assessment of current collection.</p> <p>Does not “weed” collection to remove outdated and unattractive materials.</p> <p>Does not seek input from staff and/or students.</p>	<p>Acquires resources with little assessment of current collection.</p> <p>Occasionally weeds to ensure holdings meet curriculum needs.</p> <p>Rarely seeks input from students or staff.</p>	<p>Regularly assesses, acquires resources, and weeds collection to update holdings and ensure curriculum and student / staff needs are met.</p> <p>Seeks input from both students and staff.</p>	<p>Acquires resources based on assessment data and input from stakeholders including staff and students.</p> <p>Continuously weeds the collection to update holdings and meet curriculum needs.</p> <p>Monitors trends to develop a progressive collection.</p>	<p>Advocates for funding needs when necessary (grants, school and community foundations) to maintain a collection of resources and equipment that is responsive to changing instructional needs and student interests.</p> <p>Monitors trends to develop a progressive collection.</p>

APPENDIX E (CONTINUED)

7 Domain: Library Management				
Indicator: Administering Library Budget				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
Does not develop an expenditure plan or maintain spending records. Ignores spending deadlines which results in the forfeiture of funds.	Develops an expenditure plan that does not reflect the needs of the library program. Unfamiliar with established policies for managing the budget and has overlooked some spending deadlines.	Develops expenditure plan that adequately maintains the library program and supports the mission of the school. Follows department and/or district guidelines for budget management and record maintenance that meets spending deadlines.	Develops expenditure plan that extends beyond the current year in order to establish a comprehensive library program that supports the mission of the school. Follows department and/or district guidelines for budget management and record maintenance that meets spending deadlines.	Using data effectively, develops a comprehensive expenditure plan that allows for a progressive library program that supports the mission of the school. Follows department and/or district guidelines for budget management and record maintenance that meets spending deadlines.

8 Domain: Library Management				
Indicator: Supervising Personnel				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
No training, supervision, or evaluation of library support staff.	Minimal training, supervision, or evaluation of library support staff utilizing district and/or state mandated processes.	Training, supervision, and evaluation of library support staff are thoughtful and consistent.	Delegates tasks and provides adequate training, consistent supervision, and thoughtful evaluation of library support staff.	Expectations are clearly defined promoting an effective library program that includes delegation, training, supervision, and evaluation of library support staff following district and/or state mandated processes. Encourages library support staff to work independently and creatively perform library tasks.

Evaluator note regarding Indicators #9 through 15.

Please consider that the Librarian does not always have full control of lessons and assessments when co-planning and co-teaching with peers. Typically, librarians are operating in a give-and-take, cooperative mode. Exemplary Librarians gently guide teaching partners toward highly effective and superior lesson development, delivery and assessment.

APPENDIX E (CONTINUED)

<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 5px;">9</div> <div> <p>Domain: Instructional Effectiveness</p> <p>Indicator: Demonstrating Knowledge of Curriculum</p> </div> </div>				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Does not exhibit awareness of the curriculum and its correlation to the forms of literacy, resources, and a research process.</p>	<p>Is somewhat aware of the curriculum and its correlation to the forms of literacy, resources, and a research process.</p>	<p>Is knowledgeable of the curriculum and its correlation to the forms of literacy, resources, and a research process.</p> <p>Makes curriculum and learning connections for students.</p>	<p>Has a broad knowledge of the curriculum and correlates it to the forms of literacy, resources, and a research process.</p> <p>The connections are effectively articulated and modeled.</p>	<p>Has commendable knowledge of the curriculum and its application to the library program.</p> <p>Actively seeks other resources from agencies, organizations and institutions within the community and beyond for curriculum support.</p>

<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 5px;">10</div> <div> <p>Domain: Instructional Effectiveness</p> <p>Indicator: Supporting Instructional Goals</p> </div> </div>				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Does not demonstrate comprehension of the educational disciplines, diverse school population, necessary resources, and services to support instructional goals.</p> <p>Has low expectations for students.</p>	<p>Demonstrates limited comprehension of the educational disciplines and diverse school population.</p> <p>Provides some services to support instructional goals.</p> <p>Has limited expectations for students.</p>	<p>Demonstrates basic comprehension of the educational disciplines and diverse school population.</p> <p>Provides adequate resources, technology and services to support instructional goals.</p> <p>Collaborates with teachers to integrate literacy and reading strategies.</p> <p>High expectations for students are present and consistent.</p>	<p>Demonstrates full comprehension of the educational disciplines and diverse school population.</p> <p>Provides the resources, technology and services to support instructional goals.</p> <p>Collaborates with teachers to integrate literacy and reading strategies into core content units of instruction.</p> <p>High expectations for students are present and consistent and nurtured.</p>	<p>Demonstrates exemplary comprehension of the educational disciplines and diverse school population.</p> <p>Expertly provides resources, technology and services to support instructional goals.</p> <p>Consistently collaborates with teachers to create and integrate instruction.</p> <p>High expectations for students are always present as evidenced by highly engaged and productive learners.</p>

APPENDIX E (CONTINUED)

11				
Domain: Instructional Effectiveness				
Indicator: Demonstrating Knowledge of Traditional and Non-Traditional Literature & Reading Support				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Has minimal knowledge of fiction and nonfiction literature, and does not actively encourage reading for pleasure or lifelong learning.</p>	<p>Has limited knowledge of fiction and nonfiction literature, and inconsistently encourages reading for pleasure and lifelong learning.</p>	<p>Has a sufficient working knowledge of literature and resource materials to help students and staff select the “right” book or other material to match their needs and interests.</p> <p>Encourages reading for pleasure and lifelong learning using both traditional and emerging technological strategies and tools.</p>	<p>Has an exceptional knowledge of literature and resource materials.</p> <p>Consistently uses both print and non-print strategies and tools to encourage reading for pleasure and lifelong learning.</p> <p>Creates extra reading activities and opportunities that engage students beyond typical classroom assignments and or traditional book talks and displays.</p>	<p>Has a superior knowledge of literature and resource materials.</p> <p>Consistently uses both print and non-print strategies and tools to encourage reading for pleasure and lifelong learning with students, faculty, and parents.</p> <p>Partners with teachers, school staff and the community to promote reading programs and initiatives.</p>

12				
Domain: Instructional Effectiveness				
Indicator: Communicates Effectively with Students				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Does not communicate with students.</p> <p>Procedures are not taught and instructional directions are not clear.</p> <p>Technology is not used.</p>	<p>Makes a limited attempt to communicate with students.</p> <p>Directions and procedures are often confusing and inconsistent.</p> <p>Technology is rarely used and/or limited in type and scope.</p>	<p>Clearly communicates directions and procedures with students.</p> <p>Technology is used when appropriate.</p>	<p>Effectively communicates directions and teaches procedures to students.</p> <p>Reinforcement and clarification are provided on an ongoing basis.</p> <p>Various technologies and methods are utilized to demonstrate and model the correct usage of library resources and their use is encouraged.</p>	<p>Effectively communicates directions and procedures in verbal and written format to students.</p> <p>Misunderstandings are anticipated and dealt with in a timely manner.</p> <p>Innovative technologies are used effectively to demonstrate how to use the library in real and virtual environments.</p> <p>Students are active participants in teaching, modeling, and sharing.</p>

13

APPENDIX E (CONTINUED)Domain: **Instructional Effectiveness**Indicator: **Using Quality Questioning Techniques with Students**

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
Does not attempt to question or use an inquiry-based approach to learning with students.	Includes some lower level questions in lessons, yet fails in eliciting higher level thinking from students.	Understands and supports core curriculum instruction and assists in the transition to CCSS. Uses inquiry-based strategies to elicit higher level thinking.	Designs and supports CCSS by often using open-ended and probing inquiry-based questions that guide and help students independently formulate their own questions about their research topics.	Takes leadership role in the design and implementation of the CCSS. Consistently uses open-ended and probing questions that guide students in the formulation of relevant questions about their research topics. Encourages students to use various processes to refine their research techniques and extend their own learning and thinking.

14

Domain: **Instructional Effectiveness**Indicator: **Assessing Students**

1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
Student learning is not monitored.	Student learning is sometimes monitored. Occasionally uses teacher or librarian- created assessment tools. Does not share rubrics or communicate expectations with students.	Student learning is monitored, using primarily formative assessment tools as appropriate, Ex: teacher or librarian-created rubrics; exit cards to check understanding; observation during student learning activities. Students are aware of the evaluation process and are involved in some self-assessments. Provides timely feedback to students. Assessment data is reviewed to improve teaching.	Student learning is monitored, using primarily formative assessment tools as appropriate. Ex: teacher and librarian- created rubrics; exit cards to check understanding; observation during student learning activities. Students often participate in the evaluation process, peer reviews and self- evaluation. Assessment data is reviewed to improve teaching.	Student learning is consistently monitored, using primarily formative assessment tools as appropriate. Ex: teacher and librarian- created rubrics; exit cards to check understanding; observation during student learning activities. Students participate in the development of evaluation tools. Evaluation is authentic, involving students in "real world" applications. Students routinely evaluate themselves and peers. Students reflect on their learning process as well as their work. Assessment data is reviewed to improve teaching.

APPENDIX E (CONTINUED)

15 Domain: Instructional Effectiveness Indicator: Developing Lessons				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>National and state teaching standards are not consulted.</p> <p>Instructional plans are inadequately developed or nonexistent.</p>	<p>National and state teaching standards are sometimes consulted.</p> <p>Instructional plans are inadequately developed and fail to differentiate to address individual student needs.</p>	<p>Lesson plans are aligned to national and state teaching standards.</p> <p>Instructional plans are developed to meet the individual learning styles and capacities of a diverse student population.</p>	<p>Lesson plans are aligned to national and state teaching standards.</p> <p>Instructional plans are fully developed to meet the learning styles and capacities of a diverse student population.</p> <p>Lessons are altered based upon student responses and behaviors.</p>	<p>National and state teaching standards are addressed when developing lesson plans.</p> <p>Instructional plans are created to meet the learning styles and capacities of a diverse student population.</p> <p>Lessons are continually altered based on student responses and behaviors.</p> <p>Modifications and adjustments occur seamlessly throughout the lesson resulting in student engagement and success.</p>

16 Domain: Professional Growth & Continuous Improvement Indicator: Reflecting on Professional Effectiveness				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Does not reflect on the effectiveness of teaching practices or library services offered.</p> <p>Resists change, and does not meet the needs of the school community.</p>	<p>Occasionally reflects on the effectiveness of teaching practices and library services offered.</p> <p>Minimal change and growth are evident.</p>	<p>Often reflects on the effectiveness of teaching practices and library services offered.</p> <p>Reflection results in changes in practices and services.</p>	<p>Consistently reflects on the effectiveness of teaching practices and library services offered to bring about alignment with school's instructional goals.</p> <p>Reflection results in changes in practices and services with resulting growth in evidence.</p>	<p>Consistently reflects on the effectiveness of teaching practices and library services offered to bring about alignment with school's instructional goals.</p> <p>Proactive in making the necessary changes and adjustments to routine instructional practices.</p> <p>Initiates and implements library learning opportunities for the staff.</p>

APPENDIX E (CONTINUED)

<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 10px;">17</div> <div> <p>Domain: Professional Growth & Continuous Improvement</p> <p>Indicator: Growing and Developing Professionally</p> </div> </div>				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Rarely participates in site and departmental professional development opportunities.</p> <p>Resists performance feedback from both supervisors and fellow librarians.</p>	<p>Minimal participation in site and departmental professional development opportunities.</p> <p>Occasionally accepts performance feedback from supervisors or fellow librarians.</p>	<p>Participates regularly in required site and professional development activities.</p> <p>Shares learning with others.</p> <p>Accepts performance feedback from both supervisors and fellow librarians.</p> <p>Makes changes as needed.</p>	<p>Participates regularly in professional development activities beyond minimum requirements and consistently shares learning with others.</p> <p>Welcomes performance feedback from supervisors, fellow librarians, and learning communities.</p>	<p>Consistently searches for professional development opportunities in order to grow professionally and to share learning received with others.</p> <p>Seeks feedback from supervisors, fellow librarians, and learning communities. Makes changes as needed.</p> <p>Leads training workshops for teachers, administrators, or fellow librarians both inside and outside local learning community.</p>

<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 10px;">18</div> <div> <p>Domain: Interpersonal Skills</p> <p>Indicator: Communicating with School Staff</p> </div> </div>				
1 Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Does not communicate information about the school library services, resources, and programs.</p>	<p>Rarely communicate information about the school library services, resources and programs.</p> <p>Communication is minimal and intermittent.</p>	<p>Communication about the school library is positive, ongoing, and consistent.</p>	<p>Communication about the school library is positive, ongoing, and consistent.</p> <p>Effectively promotes library resources and services, using multiple formats and communication channels.</p> <p>Communication is often targeted to meet the needs of specific school departments and teams.</p> <p>The librarian actively listens and responds positively to feedback from stakeholders.</p>	<p>Consistently publicizes library programs and services using multiple formats.</p> <p>Communication includes not only school library services, but information about the public library and other entities that support the learning community.</p> <p>Feedback from the stakeholders is solicited and utilized to strengthen the library program.</p>

APPENDIX E (CONTINUED)

19	Domain: Interpersonal Skills			
Indicator: Communicating with School Stakeholders				
Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>No engagement for family involvement in the education program is existent. In fact, the absence of information preempts and discourages involvement.</p> <p>Communications, may the delivery be written, non-verbal or verbal, is vague. Communication is branded by tactlessness, degrading language, and patronizing posturing.</p> <p>Self-promoted, self-serving interests control the process for decision making. Consultation and collaboration with other staff members is non-existent.</p>	<p>Engagement for family involvement in the education program is inconsistent in offering and application.</p> <p>Regardless of the communication approach, the delivery is being interpreted as inconsiderate. Additional explanations are required to avoid confusion.</p> <p>Decision-making follows the pattern “fire, then take aim.” If the target is hit it is simply a matter of chance and luck.</p>	<p>Positive and professional communications with families are routine and woven into the culture of all encounters.</p> <p>School procedures for communicating with families are in commonplace evidence.</p> <p>Uses effective communication skills with students (verbal, written, and nonverbal) that are clear, solicitous, helpful, and rarely requiring further explanations.</p> <p>Collaboration and consultation for decision making reflect genuine professional consideration.</p>	<p>Interacts and communicates with families in a positive, sensitive, professional manner.</p> <p>Complies with school processes and procedures for interconnecting with families.</p> <p>Oral, written, and nonverbal communication is rich, caring, perceptive and positive.</p> <p>Further explanations to avoid confusion are not needed.</p> <p>Open-mindedness, collaboration and partnership are the keystones of decision-making.</p> <p>Respects and considers the thoughts and ideas of others.</p>	<p>Communicates consistently and sensitively with families, and uses various methods to engage them and invite their support and participation.</p> <p>Verbal, written and nonverbal communication is clear, considerate, sensitive and positive.</p> <p>Communication is comprehended and appreciated by diverse stakeholders.</p> <p>Takes a leadership role in sponsoring that all collaborative decisions are based on the highest professional standards of teamwork.</p> <p>Seeks out the expertise and opinion of other professionals before making decisions that may impact others.</p>

APPENDIX E (CONTINUED)

20 Domain: Leadership Indicator: Contributing to School and Professional Communities				
Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Provides no evidence of leadership.</p> <p>Declines becoming involved in school and or district events and projects.</p>	<p>Rarely becomes involved in school events or district projects.</p> <p>Prevents or blocks collegial team growth by refusing to share knowledge with others.</p> <p>Rarely contributes to the modification of school practices that would result in students being better served by the school.</p>	<p>Partakes in school events when asked.</p> <p>Joins in school and district projects when asked.</p> <p>Employs appropriate involvement tactics to contribute to the profession.</p> <p>Assumes a preemptive role in addressing student prerequisites.</p>	<p>Without prompting, volunteers to participate in school activities making a extensive contribution.</p> <p>Participates actively in supporting other educators and staff members of the building.</p> <p>Has internalized the concept and work ethics of TEAM, both at the departmental and building levels, to safeguard that all students receive a just and equal opportunity to do well.</p>	<p>Not only volunteers but leads school events or district projects and initiatives making a substantial impact.</p> <p>Initiates vital activities to contribute to the profession, such as mentoring new staff members, writing articles or curriculum units for use, publication or posting, or creating and sharing presentations.</p> <p>Makes a specific effort to challenge damaging attitudes and perceptions, and assists by ensuring that all students; principally, the underserved, are represented with needs addressed.</p>

21 Domain: Leadership Indicator: Adhering to Professional Ethics				
Ineffective	2 Needs Improvement	3 Effective	4 Highly Effective	5 Superior
<p>Does not adhere to the professional ethics of librarianship.</p> <p>Have no established policies or exhibits behaviors that are unnecessarily restrictive in providing access to resources and services to all or part of the members of the school community.</p>	<p>Is inconsistent in demonstrating library ethics and principals including copyright adherence, and full and equal access to resources and services.</p>	<p>Is knowledgeable of the ethics of librarianship.</p> <p>Follows copyright law, and adheres to the principles of the Library Bill of Rights and the American Library Association’s Code of Ethics.</p> <p>Promotes access to everyone within the school community.</p>	<p>Is knowledgeable of the ethics of librarianship.</p> <p>Informs others of copyright law, and adheres to the principles of the Library Bill of Rights and the American Library Association’s Code of Ethics.</p> <p>Promotes access to everyone within the school and the school community.</p>	<p>Through teaching and practice, demonstrates a proficient commitment to the professional ethics of librarianship.</p> <p>Assumes a leadership role relative to training in and adherence to the American Library Association’s Code of Ethics.</p> <p>Models ethical sharing of resources within the school and the school community.</p>

APPENDIX F

TLE Observation Form Speech-Lang. Path./School Psychologists 2017-2018

<i>Domain</i>	<i>Dimension</i>	<i>Page</i>
Organization and Management	1. Work Area	74
	2. Preparation and Delivery	74
	3. Compliance	75
	4. Discipline	75
Instructional Support	5. Skill Knowledge	75
	6. Evaluation and Assessment/Test Administration	76
	7. Evaluation and Assessment/Test Interpretation	76
	8. Delivery of Services/Design and Implement IEPs	76
	9. Delivery of Services/Consultation	76
Professional Growth & Continuous Improvement	10. Uses Professional Growth as an Improvement Strategy	77
	11. Exhibits Professional Behaviors and Efficiencies	77
Interpersonal Skills	12. Effective Interactions / Communications with Stakeholders	77
Leadership	13. Leadership Involvements	78

Educator Name: _____		School Name _____	
Evaluator Name: _____			
	Obs. 1	Obs. 2	Obs. 3
Date			
Obs. Conf. Date			
Educator's Initials			
Observer's Initials			

APPENDIX F (CONTINUED)

#	Domain Indicator	<i>Indicator</i>	<i>Observer's Coding: 3, +, -, N/A, or N/O.</i>	Dimension
		3 — Effective	<div style="display: flex; justify-content: space-around;"> Obs. 1 Obs. 2 Obs. 3 </div>	
<p><i>Rubric's description of professional proficiency at a 3-Effective level.</i></p> <p>Note: <i>The observation rating should reflect the evaluator's intentional study and analysis of the teacher's classroom performance and other factors that quantify the impact of the educator—up to, and including, the date of the classroom observation.</i></p>				
<p>Comments:</p> <p><i>Insert comments, dates, observation notes, evidence collected to date, etc.</i></p>				

1	Domain: Organization and Management	Dimension: Work Area Environment		
<p>The Professional optimizes the physical working environment to assure efficacy/ student learning advantage.</p>				
	3 — Effective	Obs. 1	Obs. 2	Obs. 3
<p>The work environment is organized for providing learning opportunities, order, cleanliness, safety and ease of traffic flow.</p> <p>Physical resources are well placed in locations</p>				
<p>Comments:</p> <p><i>Insert comments, dates, observation notes, evidence collected to date, etc.</i></p>				

2	Domain: Organization and Management	Dimension: Preparation and Delivery of Services		
<p>The Professional plans and prepares for delivery of services.</p>				
	3 — Effective	Obs. 1	Obs. 2	Obs. 3
<p>Ensures materials and equipment are ready at the start of each session.</p> <p>Effectively schedules and prioritizes delivery of services.</p>				
<p>Comments:</p> <p><i>Insert comments, dates, observation notes, evidence collected to date, etc.</i></p>				

APPENDIX F (CONTINUED)

3	Domain: Organization and Management	Dimension: Compliance		
The professional will maintain accurate student records.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
<p>Maintains records that are clear, organized, and reflect delivery of service.</p> <p>Completion of IDEA documents as outlined by district, state, and federal guidelines.</p> <p>Meets timelines for IDEA documents as outlined by district, state, and federal guidelines</p> <p>Routinely participates in CST process.</p>				
Comments:				
<i>Insert comments, dates, observation notes, evidence collected to date, etc.</i>				

4	Domain: Organization and Management	Dimension: Discipline		
The Professional clearly defines expected student behavior.				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
<p>Establishes standards of conduct, implements with consistency, and ensures that students are aware of behavioral expectations.</p> <p>Monitors the behavior of students in the work environment.</p> <p>Stops inappropriate behavior promptly and consistently with an appropriate voice level / word choice.</p>				
Comments:				
<i>Insert comments, dates, observation notes, evidence collected to date, etc.</i>				

5	Domain: Instructional Support	Dimension: Skill Knowledge		
Adherence to Professional Responsibilities and Standards				
3 — Effective		Obs. 1	Obs. 2	Obs. 3
<p>Demonstrates knowledge of current district and IDEA policies and procedures.</p> <p>Demonstrates knowledge of child and adolescent development in choice of materials and assessments.</p>				
Comments:				
<i>Insert comments, dates, observation notes, evidence collected to date, etc.</i>				

APPENDIX F (CONTINUED)

6	Domain: Instructional Support	Dimension: Evaluation and Assessment	
The professional is able to select and administer individualized assessments			
3 — Effective	Obs. 1	Obs. 2	Obs. 3
Selects and administers appropriate tests as determined by professional standards.			
Comments:			
<i>Insert comments, dates, observation notes, evidence collected to date, etc.</i>			

7	Domain: Instructional Support	Dimension: Evaluation and Assessment	
The professional interprets test data and assessment.			
3 — Effective	Obs. 1	Obs. 2	Obs. 3
Accurately interprets test data and provides written documentation to determine IDEA eligibility.			
Comments:			
<i>Insert comments, dates, observation notes, evidence collected to date, etc.</i>			

8	Domain: Instructional Support	Dimension: Delivery of Services	
Designs and implements appropriate student plans.			
3 — Effective	Obs. 1	Obs. 2	Obs. 3
Design and implement appropriate IEP student goals. Provide services as stated on the IEP.			
Comments:			
<i>Insert comments, dates, observation notes, evidence collected to date, etc.</i>			

9	Domain: Instructional Support	Dimension: Delivery of Services	
Provides consultation for improvement of student performance.			
3 — Effective	Obs. 1	Obs. 2	Obs. 3
Provides consultation for improved student performance to school staff, prior to student eligibility for IDEA and students receiving IDEA services.			
Comments:			
<i>Insert comments, dates, observation notes, evidence collected to date, etc.</i>			

APPENDIX F (CONTINUED)

10	Domain: Professional Growth and Continuous Improvement			
	Uses professional growth as a continuous improvement strategy.			
	3 — Effective	Obs. 1	Obs. 2	Obs. 3
Participates in the required minimum hours of professional development updating their content knowledge and current professional practices.				
Comments:				
<i>Insert comments, dates, observation notes, evidence collected to date, etc.</i>				

11	Domain: Professional Growth and Continuous Improvement			
	Exhibits Behaviors and Efficiencies Associated with Professionalism.			
	3 — Effective	Obs. 1	Obs. 2	Obs. 3
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 information / compliance requests.				
Comments:				
<i>Insert comments, dates, observation notes, evidence collected to date, etc.</i>				

12	Domain: Interpersonal Skills			
	Effective Interactions and Communications with Stakeholders.			
	3 — Effective	Obs. 1	Obs. 2	Obs. 3
Interacts with families in a timely, consistent, positive and professional manner.				
Complies with school procedures for communicating with families and makes an effort to engage families in the educational program.				
Uses effective communication skills with students and staff..				
Demonstrates communication skills (oral, written and nonverbal) that are clear, considerate, positive and rarely requires further explanations.				
Collaborates appropriately and makes decisions that reflect genuine professional consideration.				
Comments:				
<i>Insert comments, dates, observation notes, evidence collected to date, etc.</i>				

APPENDIX F (CONTINUED)

13	Leadership			
<p style="text-align: center;">3 — Effective</p> <p>Participates in school events when asked.</p> <p>Participates in school and district projects when asked.</p> <p>Finds ways to contribute to the profession and follows through.</p> <p>Assumes a proactive role in addressing student needs.</p>	Obs. 1	Obs. 2	Obs. 3	
	<p>Comments:</p>			
	<p><i>Insert comments, dates, observation notes, evidence collected to date, etc.</i></p>			

APPENDIX F (CONTINUED)

Speech- Language Path/ School Psychologist's Confidential Evaluation

Speech-Lang. Path / School Psychologist's _____		Date(s) of observations _____								
School _____		Assignment _____		Employee Number _____		INSERT A WHOLE NUMBER, NOT AN "X" OR "?"!				
See RUBRIC for detailed definitions. Insert ONE of the following: 1 = Ineffective; 2 = Needs Improvement; DO NOT INSERT MORE THAN ONE NUMBER IN A ROW.										
3 = Effective; 4 = Highly Effective; 5 = Superior; N/A = Not Applicable; N/O = Not Observed										
		1	2	3	4	5	Average			
ORGANIZATION and MANAGEMENT										#DIV/0!
1	The Professional optimizes the physical working environment to assure efficacy/ student learning advantage.									
2	The Professional plans and prepares for delivery of services.									
3	The professional will maintain accurate student records.									
4	The Professional clearly defines expected student behavior.									
INSTRUCTIONAL SUPPORT										#DIV/0!
5	Adherence to Professional Responsibilities and Standards.									
6	The professional is able to select and administer individualized assessments.									
7	The professional interprets test data and assessment.									
8	Designs and implements appropriate student plans.									
9	Provides consultation for improvement of student performance.									
PROFESSIONAL GROWTH AND CONTINUOUS IMPROVEMENT										#DIV/0!
10	Uses professional growth as a continuous improvement strategy.									
11	Exhibits Behaviors and Efficiencies Associated with Professionalism.									
NOTE: N/A or N/O cannot be used for Domains with a single Indicator; use 1, 2, 3, 4, or 5 ONLY.										
INTERPERSONAL SKILLS										0.0
12	Effective Interactions and Communications with Stakeholders.									
LEADERSHIP										0.0
13	Leadership									
Summary of Effectiveness by DOMAIN:										
		<u>Average</u>		<u>Weight of Domain by Percentage</u>						
	ORGANIZATION and MANAGEMENT	#DIV/0!		30%						
	INSTRUCTIONAL SUPPORT	#DIV/0!		45%						
	PROFESSIONAL GROWTH AND CONTINUOUS IMPROVEMENT	#DIV/0!		10%						
	INTERPERSONAL SKILLS	0.0		10%						
	LEADERSHIP	0.0		5%						
COMPOSITE, WEIGHTED AVERAGE for EVALUATION		#DIV/0!								
NOTE:										
	<u>From:</u>	<u>To:</u>	<u>Ranking</u>							
	Less than 1.8	Less than 2.8	Ineffective							
	Equal to or greater than 1.8	Less than 3.8	Needs Improvement							
	Equal to or greater than 2.8	Less than 4.8	Effective							
	Equal to or greater than 3.8	Less than 4.8	Highly Effective							
	Equal to or greater than 4.8		Superior							
Any ranking of 1.0 or 2.0 on any component of this Evaluation requires a Personal Development Plan to be attached to this document.										
Any ranking of 4.0 or 5.0 on any component on this Evaluation requires narrative comments within the Evaluator Comments below.										

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

Evaluator's Signature _____ Date _____

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

APPENDIX G

**DURANT INDEPENDENT SCHOOL DISTRICT I072
EMPLOYEE REQUEST FOR
CONSIDERATION OF TRANSFER**

(please circle one)

CERTIFIED

SUPPORT

Name of Employee: _____

Present Assignment and Site: _____

Requested Assignment and Site: _____

Reason(s) for Transfer Request: _____

Qualifications for the position being sought: _____

Signature of Employee

Date

PLEASE GIVE A COPY OF THIS FORM TO YOUR SITE PRINCIPAL. IT IS THE RESPONSIBILITY OF THE DISTRICT EMPLOYEE TO DELIVER THE ORIGINAL TRANSFER REQUEST TO THE CLERK OF THE BOARD AT THE CENTRAL ADMINISTRATION BUILDING.

____ Approved ____ Denied

Signature of Superintendent

Date

APPENDIX H

DURANT INDEPENDENT SCHOOL DISTRICT I072

LEAVE REQUEST FORM

TO BE COMPLETED FOR ALL NON-ILLNESS RELATED ABSENCES

(please circle one)

CERTIFIED EMPLOYEE

SUPPORT EMPLOYEE
(Applies to contracted support employees only)

Name _____

Site _____

Date(s) of requested leave: _____

Type of leave requested: (please circle one)

Association (OEA/DEA)

Bereavement

Personal

Professional

PROFESSIONAL LEAVE (reason): _____

BEREAVEMENT LEAVE (relationship of deceased): _____

Budget account this expenditure is to be charged to: (please circle one)

School/Site

District

Other

Will a substitute be necessary? _____

If so, substitute will be paid by: (please circle one)

Employee

School/Site

District

Professional Development

To claim reimbursement for travel expenses you must complete a Claim for Reimbursement form after completion of your trip with all receipts for expenses attached. Mileage will be paid at the State mileage reimbursement rate.

Signature of Employee

Date

Signature of Principal/Supervisor

Date

_____ Approved

_____ Denied

Signature of Superintendent

Date

APPENDIX I

**NOTICE OF INTENT
TO QUALIFY FOR SALARY SCHEDULE ADVANCEMENT***

It is my intent to qualify for horizontal advancement on the salary schedule for the _____ school term. The required college work will be completed and a transcript filed with the Clerk of the Board:

_____ by August 15

_____ by January 15**

This advancement will be based on:

_____ college hours

_____ advanced degree

Current placement on the salary schedule
(currently being paid, i.e. - BS; BS+15; MS; MS+15)

Intended new placement on the salary schedule (BS+15, MS,
etc.)

Date

Signature of Faculty Member

This form must be returned to the Clerk of the Board no later than April 15 of any school term.

**Teachers will qualify for advancement on the salary schedule at mid-term.

APPENDIX J

CERTIFIED EMPLOYEE CONTRACT
INDEPENDENT SCHOOL DISTRICT NO. I-072
DURANT, OKLAHOMA

This contract, made and entered into this _____ day of _____, 20____, by and between INDEPENDENT SCHOOL DISTRICT NUMBER I-072, BRYAN COUNTY, DURANT, OKLAHOMA, party of the first part (hereafter referred to as the Board) and «**EMPLOYEE**» , party of the second part (hereafter referred to as the Teacher), as authorized and required by Title 70, Oklahoma Statutes, Section 6-101.

Witnesseth: That said Board does hereby employ «**EMPLOYEE**» in the Durant Public School District in the capacity of TEACHER for the 20____-20____ school year. The term of this contract shall be for a period of 12 months beginning 7-1-20____and ending 6-30-20____.

The Board agrees to pay the Teacher a salary of \$ «**SALARY**» ; payable in twelve calendar months. Certified employee shall have 100% of TRS contribution paid by the District on total compensation. Payment being made one check per month following the beginning date of the contract period as specified above with the provision that the last installment of said salary shall not be payable until Teacher shall perform all duties of the assigned position for the full school term.

THE TEACHER AGREES TO CARRY OUT THE FOLLOWING OBLIGATIONS:

1. To accept the work and perform the duties assigned by the Superintendent and the Principal, realizing that assignments will be made in an effort to provide the best possible educational program for the youth of this community in accordance with the Negotiated Agreement.
2. To observe all rules, regulations and policies of the Board of Education.
3. To make all reports that are called for by the Superintendent. The building principal, the Board of Education and the State Department of Education.
4. To be in the building where teacher is to work during the hours designated by the Board unless previously excused by the Administration.
5. To attend all teacher meetings called by the Superintendent and Principal in accordance with the Negotiated Agreement.
6. The Teacher agrees to keep fully qualified throughout the term of this contract.
7. The Teacher shall observe and comply with the provisions of the Oklahoma School Code, all of which are hereby made part of this contract.
8. Conditions of Employment: «**CONDITIONSDAYS**»

This total salary amount shown in paragraph three has been determined by placement on the salary schedule in accordance with «**YEARS_EXP**» years of documented teaching experience and «**DEGREE**» degree held by the teacher whose name appears on this contract.

In witness whereof, we have subscribed our name on the _____ day of _____ 20____, for Independent School District Number I-072 of BRYAN County, DURANT, Oklahoma.

Employee

Superintendent

President

Clerk of the Board

Vice President

APPENDIX J

(continued)

CERTIFIED EMPLOYEE CONTRACT
SPECIAL EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. I-072
DURANT, OKLAHOMA

This contract, made and entered into on this _____ day of _____, 20_____, by and between INDEPENDENT SCHOOL DISTRICT NUMBER I-072, BRYAN COUNTY, DURANT, OKLAHOMA, party of the first part (hereafter referred to as the Board) and «TEACHER» party of the second part (hereafter referred to as the Teacher), as authorized and required by Title 70, Oklahoma Statutes, Section 6-101.

Witnesseth: That said Board does hereby employ «TEACHER» in the Durant Public School District in the capacity of **Special Education Teacher** for the 20____-20____ school year. The term of this contract shall be for a period of 12 months beginning 7-1 20____ and ending 6-30-20_____.

The Board agrees to pay the Teacher \$ «SALARY» a salary plus 5% for all teaching services performed under this contract according to the Negotiated 20____-20____ salary schedule; payable in twelve (12) calendar months. Employee shall have 100% of TRS contribution paid by the District on total compensation. Payment being made one check per month following the beginning date of the contract period as specified above with the provision that the last installment of said salary shall not be payable until teacher shall perform all duties of the assigned position for the full school term.

THE TEACHER AGREES TO CARRY OUT THE FOLLOWING OBLIGATIONS:

1. To accept the work and perform the duties assigned by the Superintendent and Principal. Realizing that assignment will be made in an effort to provide the best possible education program for the youth of this community and in accordance with the Negotiated Agreement.
2. To observe all rules, regulations and policies of the Board of Education.
3. To make all reports that are called for by the Superintendent, the building principal, the Board of Education and the State Department of Education.
4. To be in the building where the teacher is to work during the hours designated by the Board unless previously excused by the Administration.
5. To attend all teacher meetings called by the Superintendent and the Principal in accordance with the Negotiated Agreement.
6. The Teacher agrees to keep fully qualified throughout the term of this contract.
7. The Teacher shall observe and comply with the provisions of the Oklahoma School Code, all of which are hereby made part of this contract.
8. Conditions of employment: **«CONDITIONS»**

This total salary amount shown in paragraph three has been determined by placement on the salary schedule in accordance with «**EXPERIENCE**» years of documented teaching experience and «**DEGREE**» degree held by the teacher whose name appears on this contract.

The salary shown in the third paragraph above reflects the salary schedule amount plus the 5% allowed for a qualified and properly certified special education teacher. (70-13-110)

In witness whereof, we have subscribed our name the _____ day of _____, 20_____, for the Independent School District Number I-072 of BRYAN County, DURANT, Oklahoma

Employee

Superintendent

President

Clerk of the Board

Vice President

APPENDIX J

(continued)

DURANT SCHOOL DISTRICT TEMPORARY TEACHER CONTRACT

This Temporary Teacher Contract is made by and between Durant School District ("School District"), and «EMPLOYEE» the individual whose name is signed below ("Temporary Teacher").

RECITALS:

- A. School District desires to employ Temporary Teacher to provide temporary teaching services in School District's schools beginning on the _____ day of _____, 20____, and ending on _____ day of _____, 20____, or the last duty day for Temporary Teacher, whichever occurs later.
- B. Temporary Teacher desires to accept employment by School District as a temporary teacher under the terms of this contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the School District and Temporary Teacher agree as follows:

1. **Employment of Temporary Teacher.** School District employs Temporary Teacher to perform teaching services in School District's schools under the terms of this contract. Temporary Teacher accepts employment with School District in that capacity.
2. **Accept the work and perform the duties** assigned by Superintendent and the Principal, realizing that assignments will be made in an effort to provide the best possible educational program for the youth of this community in accordance with the Negotiated Agreement.
3. **Compensation.** For all teaching services performed under this contract, School District agrees to pay Temporary Teacher at regular payroll periods, according to the Negotiated 20____-20____ school year schedule.
4. **Fringe Benefits.** During the term of this contract, School District agrees that Temporary Teacher is entitled to participate in any "fringe benefit" programs offered to other teachers by School District for this fiscal year only.
5. **TERMINATION OF CONTRACT. THE TERM OF THIS CONTRACT WILL AUTOMATICALLY EXPIRE AT THE END OF THE PERIOD OF TIME FOR WHICH THIS CONTRACT IS MADE. THE PARTIES SPECIFICALLY AGREE THAT THIS CONTRACT IS NOT SUBJECT TO THE OKLAHOMA CONTINUING CONTRACT LAW AND THAT NO ACTION NEED BE TAKEN BY THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT TO NONRENEW TEMPORARY TEACHER OR TERMINATE THIS CONTRACT. TEMPORARY TEACHER ACKNOWLEDGES AND UNDERSTANDS THAT HE/SHE WOULD NOT HAVE BEEN HIRED BY THE SCHOOL DISTRICT WITHOUT TEMPORARY TEACHER'S AGREEMENT AS TO AUTOMATIC EXPIRATION OF THIS CONTRACT. TEMPORARY TEACHER FURTHER ACKNOWLEDGES THAT THE LIMITATION ON THE TERM OF THIS CONTRACT WAS A MATERIAL INDUCEMENT TO THE SCHOOL DISTRICT'S ENTERING IN TO THIS AGREEMENT.**
6. **Dismissal.** If Temporary Teacher is employed on this temporary teacher contract to perform services for the School District for a complete school year and if the School District seeks to dismiss Temporary Teacher from employment with the School District and thereby terminate this contract prior to its expiration, then Temporary Teacher is entitled to receive all substantive and procedural rights set forth in the provisions of the Oklahoma Teacher Due Process Act of 1990 that are applicable to the suspensions and dismissal of probationary teachers.
7. **Rules and Regulations.** All rules and regulations of School District pertaining to its teachers are incorporated herein by reference, except that if the provisions of this contract are contrary to any of the rules and regulations, the provisions of this contract shall control and be prevailing.
8. **Miscellaneous.** This contract represents the entire understanding between the parties concerning the subject matter hereof and may be modified only by the mutual written agreement of the parties. This being a contract for personal services, Temporary Teacher may not assign this contract or the compensation to be received by Temporary Teacher under this contract. School District has not made any promises or representations to Temporary Teacher beyond the items specifically stated in this contract. Without limiting the foregoing, School District has not made any promise or commitment to Temporary Teacher for a permanent teacher's position or any preferred status for permanent teacher's position.
9. **BY SIGNING THIS TEMPORARY TEACHER CONTRACT THE TEMPORARY TEACHER WARRANTS THAT THE TEACHER HAS READ THIS CONTRACT AND UNDERSTANDS ITS TERMS AND CONDITIONS. TEACHER FURTHER ACKNOWLEDGES THAT BE SIGNING THIS CONTRACT TEACHER HAS ACCEPTED THE DISTRICTS OFFER OF EMPLOYMENT AND THAT THIS CONTRACT SATISFIES THE STATUTORY REQUIREMENT FOR FULL WRITTEN DISCLOSURE THAT THIS IS A TEMPORARY CONTRACT WHICH AUTOMATICALLY EXPIRES AT THE CONCLUSION OF THE SCHOOL YEAR FOR WHICH IS WAS MADE.**

EXECUTED this _____ day of _____, 20____

Independent School District No. 72 of Bryan County, Oklahoma ("School District")

ATTEST:

Clerk, Board of Education

President, Board of Education

Temporary Teacher Signature

Address: _____

Phone: _____

S.S.# _____

APPENDIX J

(continued)

DURANT SCHOOL DISTRICT FEDERAL/PRIVATE CATEGORICAL GRANT TEACHER CONTRACT

This Federal/Private Categorical Grant Teacher Contract is made by and between Durant School District, and, «GRANT_TEACHER» the individual whose name is signed below.

RECITALS:

- A. School District desires to employ Grant Teacher to provide teaching services in the Durant Public Schools for the 20____-20____ school term.
- B. Grant Teacher desires to accept employment by School District as a teacher under the terms of this contract.
- C. Grant Teacher is employed in a position fully funded by federal or private categorical grant funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the School District and Grant Teacher agree as follows:

- 1. **Employment of Grant Teacher.** School District employs Grant Teacher to perform teaching services in Durant School District's school under the terms of this contract. Grant Teacher accepts employment with Durant School District in that capacity.
- 2. **Duties.** Grant Teacher agrees that Grant Teacher is familiar with the duties he/she is to assume as a teacher in School Districts school system and agrees to perform those duties as assigned from time to time to Grant Teacher.
- 3. **Compensation.** For all teaching services performed under this contract, School District agrees to pay Grant Teacher **«SALARY» PER DAY**, at regular payroll periods, according to the salary schedule adopted by School District's Board of Education for the fiscal year of School District in which Grant Teacher renders services.
- 4. **Fringe Benefits.** During the term of this contract, School District agrees that Grant Teacher is entitled to participate in any fringe benefit programs offered to other teachers by School District for this fiscal year only.
- 5. **TERMINATION OF CONTRACT.** IF THE FEDERAL/PRIVATE CATEGORICAL GRANT WHICH FUNDS GRANT TEACHER'S POSITION ENDS OR IS REDUCED FOR ANY REASON THEN THE TERM OF THIS CONTRACT WILL AUTOMATICALLY EXPIRE AT THE END OF THE PERIOD OF THIME FOR WHICH THIS CONTRACT IS MADE. IT IS THE SPECIFIC INTENT OF THIS CONTRACT THAT GRANT TEACHER SHALL BE EMPLOYED ONLY FOR THE DURATION OF THE GRANT IN AN AMOUNT AT LEAST EQUAL TO THE FUNDING NECESSARY TO FULLY FUND GRANT TEACHER'S POSITION. THE PARTIES SPECIFICALLY AGREE THAT IF GRANT TEACHER'S GRANT ENDS OR IS REDUCED FOR ANY REASON THAT THIS CONTRACT IS **NOT** SUBJECT TO THE OKLAHOMA CONTINUING CONTRACT LAW AND THAT NO ACTION NEED BE TAKEN BY THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT TO NONRENEW GRANT TEACHER OR TERMINATE THIS CONTRACT. GRANT TEACHER ACKNOWLEDGES AND UNDERSTANDS THAT HE/SHE WOULD NOT HAVE BEEN HIRED BY THE SCHOOL DISTRICT WITHOUT GRANT TEACHER'S AGREEMENT AS TO AUTOMATIC EXPIRATION OF THIS CONTRACT UPON THE TERMINATION OR REDUCTION OF GRANT TEACHER'S GRANT. GRANT TEACHER FURTHER ACKNOWLEDGES THAT THE LIMITATION OF THE TERM OF THIS CONTRACT WAS A MATERIAL INDUCEMENT TO THE SCHOOL DISTRICT'S ENTERING INTO THIS AGREEMENT.
- 6. **Dismissal and Nonrenewal.** If Grant Teacher's contract is non-renewed for any reason other than the expiration or reduction of the grant funding or Grant Teacher's contract or if the School District seeks to dismiss Grant Teacher from employment with the School District and thereby terminate this contract prior to its expiration, then Grant Teacher is entitled to receive all substantive and procedural rights set forth in the provisions of the Oklahoma Teacher Due Process Act of 1990, as amended, and that are applicable to the Grant Teacher.
- 7. **Rules and Regulations.** All rules and regulations of School District pertaining to its teachers are incorporated herein by reference, except that if the provisions of this contract are contrary to any of the rules and regulations, provisions of this contract shall control and be prevailing.
- 8. **Miscellaneous.** This contract represents the entire understanding between the parties concerning the subject matter hereof and may be modified only by the mutual written agreement of the parties. This being a contract for personal services, Grant Teacher may not assign this contract or the compensation to be received by Grant Teacher under this contract. School District has not made any promises or representations to Grant Teacher beyond the items specifically stated in this contract. Without limiting the foregoing, School District has not made any promise or commitment to Grant Teacher for a permanent teacher's position or any preferred status for permanent teacher's position.
- 9. **BY SIGNING THIS GRANT TEACHER CONTRACT THE GRANT TEACHER WARRANTS THAT THE TEACHER HAS READ THIS CONTRACT AND UNDERSTANDS ITS TERMS AND CONDITIONS. TEACHER FURTHER ACKNOWLEDGES THAT BY SIGNING THIS CONTRACT TEACHER HAS ACCEPTED THE DISTRICT'S OFFER OF EMPLOYMENT AND THAT THIS CONTRACT SATISFIES THE STATUTORY REQUIREMENT FOR FULL WRITTEN DISCLOSURE THAT THIS IS A TEMPORARY CONTRACT OF LIMITED DURATION.**

EXECUTED this ____ day of _____, 20____. Independent School District No. 72 of Bryan County, Oklahoma ("School District")

ATTEST:

Clerk, Board of Education

President, Board of Education

(Grant Teacher Signature)

Address: _____

Phone: _____

S.S.# _____

APPENDIX J

(continued)

**CERTIFIED EMPLOYEE
EXTRA DUTY ASSIGNMENT CONTRACT**

This Extra Duty Assignment Contract is made between «**EMPLOYEE**» (Employee), and employee of Independent School District I-072 of BRYAN COUNTY, Oklahoma (“District”) and the District for the 20____-20____ school year.

Employee and District agree:

1. District assigns to Employee, in addition to Employee’s regular duties, the following extra duty assignment(s) at the rate of pay listed:

SPECIAL ASSIGNMENT

COMPENSATION

2. For the performance of said extra duty, District agrees to pay Employee the total annual sum of \$«SALARY», said amount to be prorated over the life of the Employee’s regular contract and to be paid with Employee’s regular salary.
3. **By Signing This Extra Duty Assignment Contract, The Parties Acknowledge And Agree To the Following: A) This Extra Duty Assignment Contract Does Not Create Any Property Interest Of Any Kind Or At Any Time; B) This Extra Duty Assignment Contract Does Not Create Any Right To A Due Process Hearing Of Any Kind Or At Any Time; C) This Extra Duty Assignment Contract And The Corresponding Compensation Under This Extra Duty Assignment Contract My Be Terminated By The District At Any Time With Or Without Cause, It Being Specifically Agreed And Understood That This Extra Duty Assignment Contract Is A Contract At Will; And D) In The Event This Extra Duty Assignment Is Terminated, Employee’s Compensation For The Extra Duty Assignment Shall Also Immediately Terminate.**
4. With the written permission of the District, Employee shall have the right to terminate this contract at any time by 30 calendar days’ written notice to the District. In such event, Employee’s compensation for the extra duty assignment shall immediately terminate.
5. If not terminated earlier, this extra duty assignment shall terminate at the end of the school year for which the agreement is made. Renewal of Employee’s regular contract shall not automatically renew this extra duty assignment contract. This extra duty assignment contract shall be renewed for the next school year only if Employee and District enter into a new written extra duty assignment contract for the next school year.
6. This Extra Duty Assignment Contract represents the entire understanding between the District and the Employee concerning the subject matter hereof and may be modified only by the mutual written agreement signed by both parties. District has not made any promises or representations to Employee beyond the items specifically stated in the Extra Duty Assignment Contract.
7. **By Signing This Extra Duty Assignment Contract, The Employee Warrants That The Employee Has Read This Extra Duty Assignment Contract And Understands Its Terms And Conditions.**

EXECUTED this ____ day of _____, 20____.

Independent School District No. 72
Bryan County, Oklahoma

Employee

Superintendent

President

Clerk of the Board

Vice President

PROCEDURAL AGREEMENT

ARTICLE I -- PURPOSE

1.1 The Board of Education of the Durant Public Schools and the Durant Education Association recognizes the need for an orderly process of communication for administering employer/employee relations, which conform with Oklahoma Statutes 05-70-509.1 through 05-70-509.10.

1.2 The process described in this agreement is dependent on mutual understanding and cooperation. It therefore requires a free and open exchange of views with all parties participating in deliberations leading to decisions.

ARTICLE II -- RECOGNITION

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

2.2 The Board hereby recognizes the Association as the exclusive representative for the bargaining unit consisting of all certified and licensed employees, excluding administrators, of the Durant Public Schools. The Board agrees not to recognize any other employee organization as the representative of the members of the bargaining unit nor to negotiate with any individual member of the bargaining unit for the duration of this Agreement. Further, no individual member of the bargaining unit shall negotiate with the Board except through their duly recognized bargaining representative. The Board and Association agree not to discriminate against any employee because of his/her affiliation or non-affiliation with the Association.

ARTICLE III -- SCOPE OF BARGAINING

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

3.2 The Board retains and reserves unto itself, without limitations, all powers, rights and authority conferred upon and vested in it by State and Federal law, including the right to make policy, rules and regulations, which are not inconsistent with any law or the Negotiated Agreement.

3.3 There shall be no negotiations on managerial policy including the functions and programs of the Board, the determination of the Board's budget, the organizational structure and staffing of the schools, and the selection of personnel.

ARTICLE IV -- NEGOTIATIONS PROCEDURES

4.1 NEGOTIATION TEAMS

4.1.1 Members of the Board or their designated representatives and representatives named by the Association shall meet for the purpose of negotiating and seeking agreement. Neither party will attempt to exert any control over the other's selection of its representatives. Consultants may be called upon by either party and utilized in the negotiation of any matter being considered by the negotiation teams.

4.1.2 The Board and the Association shall each designate in writing at the first negotiation session the names of not more than seven (7) persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this Agreement. Each party shall also designate the person(s) on its team who will serve as spokesperson.

4.1.3 In addition, each party may designate a list of not more than five (5) persons who may serve as substitute representatives and will submit such list at the same time the team lists are exchanged.

4.2 OPENING NEGOTIATIONS

4.2.1 Between March 1 and March 31 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, if it desires there to be negotiations for that year. If no such request is made during the time period above, negotiations will not take place for the ensuing year.

4.2.2 The first negotiations session shall occur on a mutually agreeable date not more than thirty (30) days from the date of the written request to open negotiations, unless a later date is mutually agreed upon by the parties.

4.2.3 The requesting party shall submit all of its negotiation proposals at the first session. The other party shall submit all of its negotiation proposals at the second session. Subsequent proposals may only be submitted upon mutual agreement of the parties.

4.3 NEGOTIATION SESSIONS

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

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

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

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

4.4 EXCHANGE OF INFORMATION

4.4.1 The Board agrees to furnish the Association, within a reasonable time after receiving a written request, any compiled public information.

4.4.2 The negotiation teams may appoint joint ad hoc committees for research, study and development of reports. Such committees shall report their findings only to the negotiation teams during regular negotiation sessions.

4.5 AGREEMENT

4.5.1 Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposal and counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.

4.5.2 When a tentative agreement is reached on any article or item, it shall be reduced to writing, initiated by the spokesperson of each team and marked tentative agreement (TA).

4.5.3 When a tentative agreement is reached on all items, it shall first be submitted to the membership of the Association for ratification and then to the Board for ratification. When approved by both parties, it shall be signed by their respective presidents and shall be implemented.

4.5.4 Upon mutual agreement of the parties, the effective date of any change to an existing Negotiated Agreement may be set prior to the completion of negotiations for the ensuing year.

4.5.5 Provisions of the ratified Negotiated Agreement shall be reflected in the individual contract or statement of condition of service as submitted to members of the bargaining unit. Provisions of the Negotiated Agreement may be altered, added to, deleted from, or modified only through the negotiations process.

ARTICLE V -- IMPASSE

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

5.2 Within two (2) days of such declaration, either party may request the services of the Federal Mediation and Conciliation Service. If a mediator is unable to serve within twenty (20) working days of the receipt of the request, the services of a mediator will be used only by mutual agreement.

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

5.3.1 A fact -finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the Association, and one (1) member shall be selected by the Board, within five (5) days. The third member shall be selected by the first two (2) members as follows: Each representative shall submit a list of five (5) names. If no name is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the other party's list. The parties will then continue alternately striking names off each other's lists until only one (1) name remains. The remaining name shall be considered as the parties' selection as the third member who will be the chairperson of the fact-finding.

5.3.2 The committee shall meet with the representatives of the Board and the Association for the purpose of fact-finding.

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

5.3.4 The cost for the services of the fact-finding committee, including 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 expenses of the third member shall be shared equally by the Board and the Association.

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

5.3.6 All hearings by the fact-finding committee shall be conducted in closed session.

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

5.3.8 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 within 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 differences; provided after fourteen (14) days after the exchange of written statements, as provided for by this section, either party may discontinue such effort.

5.3.9 All articles mutually agreed upon through the negotiations process, mediation, and/or fact-finding shall become part of the Negotiated Agreement submitted to both parties for ratification.

ARTICLE VI -- SAVINGS CLAUSE

6.1 Should any part of this agreement be declared illegal by statute or a court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent it violated the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted part. If negotiations of the Negotiated Agreement are being conducted when any part of this Agreement is declared illegal, then negotiating a legally permissible replacement shall become an additional negotiable item. If negotiations of the Negotiated Agreement are not in progress, then a replacement shall be negotiated in accordance with Article VII--Duration of Agreement.

ARTICLE VII -- DURATION OF AGREEMENT

7.1 This Agreement shall become effective upon ratification by the Association and the Board. The Agreement shall be effective for the period of one fiscal year and shall be renewed automatically without modification unless the parties complete negotiations on any amendment(s) in accordance with the procedure below.

7.2 Notice shall be given, in writing, between January 1 and January 31 of any year, by either party, if the party desires to modify or amend this Agreement. Once such notice is given, negotiations related to changes in this Agreement shall commence on a mutually agreeable date within thirty (30) days of such notice.

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

In witness whereof, the duly designated representatives of the Board and the Association have set their signatures on the 1st day of August, 1988.

Original Procedural Agreement document signed by:

For Board:

Lynn Ketchum

For Association:

Curtis Kitchens