# MASTER CONTRACT BETWEEN THE CHICKASHA UNITED TEACHING ASSOCIATION AND THE CHICKASHA BOARD OF EDUCATION

SCHOOL YEAR 2018-2019

## TABLE OF CONTENTS

Athletic Department Evaluation Form	27
Certified Employee Reduction in Force Policy	14
Certified Staff Engaged in Non-Certified Duty	25
Class Size	7
Co/Extra-Curricular Bus Driving	16
Committee Representation	7
Compensation for Covering Classes	7
Compensation Schedule, 2018-2019	18
Complaints Against Teachers	12
Complying with State and Federal Regulations	17
Conferences	8
Direct Deposit	6
C.U.T.A. Dues	8
C.U.T.A. Grievance Form	25
Definitions	5
Dignity	8
Disability, Work Related	4
District Experience Factor (Coaches)	25
Duty Free Lunch	7
Evaluations:	
Coaching Evaluations	14
Evaluation Policy Statement	13
Evaluation Procedure	14
Evaluation Forms	27
TLE- Observation and Evaluation Rubric	31
Exclusive Rights	4
Extra-Duty Pay	22
Foreword	4
Grievance Procedure	12
Hospitalization Insurance	16
Incentive Program for Advanced Placement Teams	25
Involuntary Transfer	6
Lay Coach Supervisor Position	25
Leave Benefits:	
Association Leave	10
Bereavement Leave	10
Emergency Leave	10
Leave of Absence	11
Legal Leave	11

Military Leave	12
Parental Leave	11
Personal Business Leave	11
Personal Business Leave Request Form	24
Professional Leave	9
Replacement Days	10
Sick Leave	9
Staff with Extended Day	10
Non-Discrimination Statement	4
Notification of Assignment	6
Notification of Leave Accumulation	12
Notice of Vacancies/Voluntary Transfer	6
OEA Day Replacement	17
Pay Day	8
Payroll Deductions	8
Payroll Deduction Request Form	24
Personal Business Leave Request Form	24
Personnel Dress Code	17
Placement Information/Wish List Form	30
Preparation Time	7
Printing of the Master Contract	5
Procedural Agreement	5
Procedural Agreement of Negotiations (Appendix)	26
Professional Development & Calendar Committee	17
Professional Development Days	16
Protection of Teachers	5
Reduction in Force Policy, Certified Employees	11
Reimbursement for Use of Personal Automobile	9
Retirement Contribution	8
Right to Representation	6
Right to Representation at Board Meetings	15
Salary Schedule (Compensation)	18
Salary Schedule Addendum	16
School Events Passes	9
Site-Based Decision Making	4
Staff with Extended Day	10
Teacher and Leader Effectiveness Training	17
Teacher Personnel File	6
Teacher Work Day	7
Teaching Facilities	5
TLE Rubric	31
Use of Facilities and Equipment	4
Work Related Disability	4

#### FOREWORD Bolded all headings and numbers- "catches the eye/attention

This negotiated agreement is the master contract of all items currently agreed upon by the Chickasha United Teaching Association, the exclusive bargaining representative for the certified teachers of Chickasha Public Schools and the Board of Education of Chickasha Public Schools. Should a grievance be filed alleging misapplication of this contract, parties involved in settling the grievances will use the applicable language of this master contract.

#### **1. EXCLUSIVE RIGHTS**

**1.1.** The rights granted herein to the Association that are not contrary to the statutory rights of any pupil, patron or certified employee shall not be granted to any competing association.

#### 2. USE OF FACILITIES AND EQUIPMENT

**2.1.** The Association may use school facilities for meetings of the general membership and/or Association committees as designated by the Association President. The Association is permitted to use duplicating machines, copy machines, and audiovisual equipment without charge as long as this use does not interfere with the educational process for students. The Association is permitted to distribute ballots and meeting date notices/announcements through the school mail system and/or e-mail system. All other use of the school mail system or e-mail system must be reviewed prior to distribution by the Superintendent or his/her designee. The Association is permitted to use bulletin board space located in each teacher workroom/lounge for the posting of materials whose content has been reviewed prior to posting by the Principal or his/her designee.

**2.2.** The Association will be permitted to have a link on the District's official website. Materials to be posted to the link must be coordinated between the Association's President or his/her designee and the District's website coordinator. The link will be considered public domain and accessible by the general public.

#### 3. NON-DISCRIMINATION STATEMENT

**3.1.** The Chickasha Public School District is an equal opportunity employer, and will abide by applicable laws dealing with discrimination.

#### 4. SAVINGS CLAUSE

**4.1.** Should any part of this agreement be declared invalid by statute or a court of final jurisdiction, said part shall be automatically deleted from the agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the agreement if not affected by the deleted parts. Upon receipt of notification of the final court action, the Board and the Association shall commence negotiations within thirty (30) calendar days for the purpose of arriving at a legally permissible replacement for the deleted part.

**4.2.** If a change in statute of court of last resort results in increased or improved benefit(s) to the certified employees, the change will be incorporated.

#### 5. SITE-BASED DECISION-MAKING

**5.1.** The Board and the Association agree to continue in their efforts to develop and implement a site-based decision-making procedure within the parameters established within the OEA/NEA Learning Laboratory Initiative document signed by the president of the Association and the superintendent, and

the Chickasha Public Schools/NEA Learning Laboratory Initiative Site-Based Improvement document as adopted by the Board.

**5.2.** The Board and the Association further agree that neither the Board nor the Association will lose any rights, privileges, duties or responsibilities currently provided to them by law, the negotiated contract, Board Policy, or State Department Regulations.

#### 6. WORK RELATED DISABILITY

**6.1.** The Board will provide Workers' Compensation coverage to Certified Teachers employed by Chickasha Public Schools who are injured while performing assigned duties. Said coverage will be based upon the **District's Workers'** Compensation Plan.

#### 6.2. PROTECTION OF TEACHERS

- a. Teachers shall not be required to work under unsafe or hazardous conditions as determined by proper regulatory authorities. Teachers' concerns shall be reported to a building administrator who shall then take appropriate action.
- b. The procedure for handling complaints by a teacher regarding threats of harm by a student, parent or guardian, or other forms of harassment by a parent or guardian shall be developed by the District and included in the Administrative handbook at each site.
- c. Any teacher who is threatened with harm by a student, parent or guardian, or otherwise harassed by a parent or guardian while performing his/her duties shall immediately notify the principal verbally and in writing. The principal shall assist the teacher in notifying the proper authorities, if necessary, and provide whatever assistance is necessary. The teacher and administrator shall collaborate with updates to the status of the course of the investigation.
- d. Any student who threatens harm or assaults a teacher, and is removed from class, shall not be readmitted to the teacher's class or extracurricular activity without communication between the teacher and the immediate supervisor or appropriate administrator.
- e. Any student who has been suspended for a violent offense which is directed towards a classroom teacher shall not be allowed to return to that teacher's classroom without approval of the teacher.
- f. Any teacher who is unable to continue his/her contract of employment as a result of injury sustained in the reasonable performance of his/her duties from: assault by a pupil, relative of a pupil or person of the pupil's household, or injury sustained as a result of the quelling or attempting to quell or stop a fight, disorder and/or disturbance related to school function or activity, shall be paid his/her full contract salary for the period of time as he/she is prevented from working as a result of injuries sustained during the performance of his/her duties up to the remainder of the contract year in which he/she was injured. No more than 3 sick leave days shall be charged against the teacher. The implementation of this paragraph is subject to State Workers Compensation rules and regulations.
- g. The purpose of this section (*Protection of Teachers*) is to inform employees of the law and is not intended to provide greater or lesser benefits than included in Okla. Stat. tit. 70 35F.

#### 7. PROCEDURAL AGREEMENT

**7.1.** The procedural Agreement for Negotiations shall be attached to this contract for informational purposes only. (See Appendix)

## 8. DEFINITIONS

**8.1.** *SUBSTITUTE TEACHER* — Person (certified or non-certified) without regular classroom assignments who is employed to cover classroom duties of certified personnel.

**8.2.** SUBSTITUTE TEACHER'S PAY — The average between the certified, degreed, and non-certified substitute teacher rates.

8.3. HOUR — Fifty-five (55) minute class period.

8.4. 1/2 HOUR — Twenty-five (25) minutes.

**8.5.** *SENIORITY* — Continuous, contracted employment counted from the first day the employee performed contracted <u>duty</u> for compensation in the district.

**8.6.** *NORMAL ATTRITION* — The reduction of certified personnel in the system due to voluntary resignation and retirement.

## 9. TEACHING FACILITIES

**9.1.** The Board agrees to maintain health and safety conditions at each school site in compliance with applicable statutes and/or regulations. Teachers shall not be required to work under unsafe or hazardous conditions as determined by proper regulatory authority

**9.2.** The Board shall continue in their efforts to provide adequate teaching facilities, clean and sanitary restrooms, running water in each building and teachers' lounge at each school site. Teachers shall report concerns of inadequacies to their building principal.

## **10.** PRINTING OF THE MASTER CONTRACT

**10.1.** The Board and the Association agree to have the master contract available **electronically** to all staff members **with enhanced access to the agreement in a more accessible manner**. The Association will be responsible to type the contract and provide the Board a copy (**To be presented to the Superintendent of Chickasha Schools**) for review before the final master contract is posted on the District Website.

## **11. NOTIFICATION OF ASSIGNMENT**

**11.1.** The Board of Education agrees to notify certified employees of their tentative assignment for the following school year. Such notification shall be made prior to the end of the current school year. Except in an emergency, a teacher will be given reasonable advance notice of a transfer of room and/or building and at least 24 hours' notice of moving date of classroom materials.

## 12. NOTICE OF VACANCIES/VOLUNTARY TRANSFER

**12.1.** The Superintendent shall cause notice of vacancies for any professional teaching position or extra duty position officially vacated by board action, except the position of Superintendent of Schools, to be emailed to the <u>C.U.T.A.</u> President and on the District's <u>website</u> as it is changed. Any new positions, including supervisory positions, shall be posted in like manner. Members of the faculty contemplating a request for a transfer shall notify the Superintendent, in writing, within five (5) working days after the vacancy is posted. This notification shall include the applicant's academic qualifications for the position

and the reason for the request. Before any vacancies are filled, the teachers expressing an interest in the position shall be interviewed by the Superintendent or designee after it has been determined that the person is fully qualified (Standard certification or verification from a certification official stating the date by which the applicant is expected to meet qualifications for standard certification.) If the transfer is denied, the Superintendent or designee shall notify in writing the denial of transfer. When extra duty vacancies, including coaching positions, which necessitate the vacancies, be filled by certified staff or an administrator from within the Chickasha Public School District, preference will be given to qualified certified teaching staff as determined by the **Superintendent or designee**. When an extra duty vacancy exists for an assistant coach, the Head Coach of the program shall be consulted prior to the position being filled. The Board of Education agrees to notify certified employees of their tentative assignment for the following school year by the last teacher work day of the year.

#### **13. INVOLUNTARY TRANSFER**

**13.1.** If it becomes necessary to fill a vacancy by an involuntary transfer or reassignment every effort will be made to fill the vacancy with a Highly Qualified teacher, according to state standards. A meeting will be held between the teacher involved and the Superintendent or designee. At this time written reasons for making the transfer will be presented to the teacher. If the teacher objects to the transfer, reasons for the objection will be written to the Superintendent. According to state standards, also with consideration to certification, seniority within this school district and the overall good of the district shall be the major consideration in filling of positions.

#### 14. TEACHER PERSONNEL FILE

**14.1.** The District shall maintain one (1) personnel file for each teacher. This file shall be kept in the Central Administration Office. The personnel file may contain the following: (a) the current and previous two teacher evaluations and responses, (b) annual teaching contracts, (c) teaching certificates, (d) letters of commendations, (e) letters of criticism, (f) official personnel action documents, including letter(s) of reprimand and/or admonishment, and (g) official transcripts and resumes, and other **personnel related items.** If the teacher is not given a copy of the material dealing with performance of professional services at the time it is prepared, a copy of such material will be sent to the teacher at the time of its inclusion in the personnel file, not to exceed ten (10) working days. Upon receipt of said material the teacher will have ten (10) working days to respond in writing to the material to which it refers. Said certified employees shall have the right to review the contents of his/her personnel file by appointment, when the Central Administration Office is open to conduct business. (Appointment will be within three regular business days by agreement. The Superintendent will designate two employees with access to certified employees personnel files.)

**14.2.** Any material over one (1) year old may be removed from the teacher's file by mutual agreement between the teacher and the Superintendent.

#### **15. TEACHER WORK DAY**

**15.1.** The teacher work day will be for 7 hours and 10 minutes in length including duty free lunch and preparation time. However, meetings and/or conferences required by the administration may extend beyond the teacher work day. Teachers will not be assigned non-classroom duties outside their work day, during their duty free lunch period or during their preparation time with the exception of each teacher being required to work the following duty rotations: a before school, lunch or after school duty that will not exceed 40 minutes during the teacher work week. Before and after school duty will be

considered as time outside the teacher work-day (7 hrs. 10 mins.). A teacher may volunteer to work a lunch duty that is within their teacher work-day, and is part of their duty-free lunch period. Duty rotations will be fair and equitable at each site. Seniority in the district will be used to resolve scheduling conflicts when necessary. There is no carry forward of duty time from one week to the next, and duty missed will be expected to be made up.

15.1a. Traveling teachers will be assigned a home site by Administration. During professional development days, conferences, meetings, and for the purpose of evaluations - traveling teachers will have a home site that they report to instead of having to report to ALL sites that they serve.

**15.2.** Site meetings will be confined to specific times, no more than three and one-half hours per month, excluding professional days.

**15.3.** In the event of inclement weather or other conditions that require school to be closed, contract days will be reduced to ensure a minimum of 1080 hours of classroom instruction.

#### **16. PREPARATION TIME**

**16.1.** All teachers in grades six (6) through twelve (12) will have a scheduled preparation time of at least the length of one class period each day. All teachers in Pre-Kindergarten through grade five (5) will have a scheduled preparation time of at least 225 minutes each five day school week. Preparation time shall not be scheduled before or after school or during the teacher's duty free lunch time. Traveling teachers may have their preparation time in only one location if they so desire. Any teacher who is requested by administration, and mutually agrees to give up his/her preparation time/period, shall be compensated according to the Accreditation Standards as set by the Oklahoma State Department of Education.

**16.2.** All teachers will be provided access to a networked computer as well as a consistent work area that will include an individual desk and an individual file cabinet/storage area to keep their school material/records.

#### **17. DUTY FREE LUNCH**

**17.1.** Certified staff shall have a lunch period of at least thirty (30) minutes in length. This lunch period shall be duty free.

#### 18. CLASS SIZE

**18.1.** The Board agrees to abide by current State Laws dealing with class size.

#### **19. COMPENSATION FOR COVERING CLASSE**

**19.1.** Any teacher who is assigned to cover a class which requires him/her to forfeit his/her preparation period shall be compensated at the rate of fifteen (\$15.00) dollars per hour or seven dollars and fifty cents (\$7.50) per 1/2 hour. In no case shall a teacher be compensated for supervision of his/her own class in the event of a schedule change or absence of a supplement teacher when a substitute is not hired. The payment for covering classes will be made monthly.

**19.2.** Any elementary teacher whose class size exceeds 24 students as the result of being assigned to absorb five (5) or more students will be compensated \$15.00 per day.

**19.3.** Each Principal will develop a rotation plan by class period for substituting. Certified personnel will be notified of the need for a substitute by school email or by personal contact to those without computer access. In the event that no certified personnel volunteers to fill the position, certified personnel will be

assigned to substitute on a rotating basis with all certified personnel to be included within the rotation.

#### 20. COMMITTEE REPRESENTATION

**20.1.** The Association will be permitted to have one member, representing the Association, on each committee requiring or utilizing teacher participation. This member will be chosen by C.U.T.A. through its president or his/her designee.

#### 21. RIGHT TO REPRESENTATION

**21.1.** Certified staff members are entitled to a representative of their choice present during a scheduled conference with an administrator. If during a conference between a teacher and an administrator, either the administrator or the teacher feels that it would be in his/her best interest to have another person present, he/she may adjourn the conference and it shall be rescheduled when a representative may be present. The nature of the meeting shall be disclosed in writing 24 hours in advance of the meeting.

#### 22. RIGHT TO REPRESENTATION AT BOARD MEETINGS

**22.1.** The Association has the right to representation at Board meetings either informally, by asking to address the Board in the time provided for visitors on the printed agenda; or formally, by requesting to have a particular item placed on the agenda, following the process specified in Board Policy.

**22.2.** C.U.T.A. President will be emailed the complete board packet when board members receive their board packets.

#### 23. CONFERENCES

**23.1.** Conferences deemed necessary shall be arranged by the principal or designee after consultation with the teacher involved. Such conferences will be held during the teacher's work day whenever possible, but may be scheduled at the end of the work day if mutually agreed upon by all parties involved.

#### 24. DIGNITY

**24.1.** While individual behavior cannot be negotiated or set into policy, it is nevertheless the desire of both the administration and the teachers of the Chickasha School District to state herein that they intend to treat each other with civility, dignity, and respect. Administrators and teachers agree to make every effort to insure that this message is conveyed not only to each other, but to the students and parents within the district, so that civility, dignity, and respect will be reciprocated as it is given. This includes, but is not limited to social media, verbal communication, written communication, text messages and email correspondence. By so doing, the district is working toward its goals of strengthening community relations and improving the quality of education in Chickasha.

#### 25. PAY DAY

**25.1** For the current school year teachers shall be paid on the 15th of each month beginning in September and continuing monthly on the 15th of each month for the remainder of the contract period.

#### 26. DIRECT DEPOSIT

**26.1.** Teachers will be required to participate in direct deposit this contract year.

**26.2**. Employees will only have access to payroll receipts through the employee web portal.

#### **27. PAYROLL DEDUCTIONS**

27.1. Educators Credit Union/Focus Credit Union.

27.2. United Teaching Profession dues.

27.3. Chickasha United Teachers Association dues.

27.4. Political Action Committee contribution.

27.5. Annuities.

**27.6.** School approved insurance programs.

**27.7.** Other tax sheltered programs may be added based on approval of the Board and the availability of computer slots. Payroll deductions are subject to the following procedures and limitations:

27.8. All deductions, additions/changes shall be in writing or sent by e-mail.

#### 28. C.U.T.A. DUES

**28.1.** C.U.T.A. dues of the authorized amount will be payroll deducted on the next appropriate pay date after authorization for this deduction has been received from the affected employee.

#### 29. REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILE

**29.1.** The Board shall reimburse teachers for the voluntary use of their personal automobile on school related business and/or activities if prior approval for such automobile use has been secured from the Superintendent or his/her designee. Teachers will be reimbursed at the IRS allowable rate that is in effect at the time the request for reimbursements is acted on by the Board of Education.

**29.2.** Those teachers assigned to two or more buildings as a part of their teaching contract and who use their own personal automobiles to travel between buildings will be reimbursed \$150 per year to be paid at the end of the school year. This reimbursement will be in lieu of the IRS allowable rate.

**29.3.** No teacher will be required to use his/her personal automobile to transport students or perform non-contractual school business.

#### **30. SCHOOL EVENTS PASSES**

**30.1.** The employee, employee's spouse and his/her family members (children 18 years of age and under) will be granted free passes to all activities not sponsored by the Oklahoma Secondary Schools Activity Association.

#### **31. SICK LEAVE**

**31.1.** Each certified teacher will be granted ten (10) days of sick leave each year. The ten (10) days will be granted at the beginning of each school year. Unused sick leave will accumulate to a total of one hundred twenty (120) days.

**31.2.** Sick leave may be used for personal accidental injury, illness or pregnancy or accidental injury or illness of the teacher's immediate family. "Immediate family" shall include spouse, mother, father, children, brother, sister, mother- in-law, father-in-law, daughter-in-law, son-in-law, aunts, uncles, grandparents and grandchildren of employee or employee's spouse. Immediate family shall also include a person living in the teacher's home who is part of the family.

**31.3.** In case of extended illness or disability, after all accumulated sick leave has been exhausted, a teacher absent from his or her duties due to personal injury, illness or pregnancy, shall receive for a

period not to exceed twenty (20) days his or her full contract salary less the amount actually paid a certified substitute teacher for his or her position if a certified substitute teacher is hired: or normally paid a certified substitute teacher for his or her position if a certified substitute teacher is not hired.

**31.4.** After this time, a teacher will be placed on leave without pay until the end of the contract period, or until the teacher recovers sufficiently to perform regular duties and returns to work.

**31.5.** When a teacher is placed on an unpaid leave of absence due to illness, provisions shall be made whereby the teacher can arrange payment for professional organization dues and insurance programs if there is no conflict with the provisions of the insurance policies.

**31.5.1.** Upon retirement or leaving the school district, certified teachers will be paid \$20.00 per day for unused sick leave accumulated while employed at Chickasha Public Schools, if the teacher notifies the district by May 25 of his/her plan to leave the district. If notification is received after May 25, \$10.00 per day for unused sick leave accumulated while employed at Chickasha Public Schools will be paid to that teacher.

**31.5.2.** Example: Teacher brings in 35 days of sick leave from another school district. If that teacher notifies the district after May 25 and upon leaving our district, teacher has 100 days of sick leave accumulated. Teacher will be paid for 65 days at \$10.00 per day or \$650.00. Had that teacher notified the district prior to May 25, upon leaving the teacher would be paid for 65 days at \$20.00 per day or \$1,300.00.

**31.5.3.** A teacher who has exhausted all his/her sick leave (not including the twenty days at sub pay) may apply for the leave sharing program. The teacher will need to follow board policy DEFA-R1 in regards to the leave sharing program. If donated sick days are received prior to any sick leave docks then the twenty days at substitute pay will not be imposed.

#### 32. PROFESSIONAL LEAVE

**32.1.** One day of professional leave shall be granted to each teacher per year, cumulative to three (3), to be used for the purpose of visiting another school or attending a workshop that the **S**uperintendent or his/her designee has determined would benefit the teacher's instructional program. The District would pay the substitute teacher for this day; however, all other expenses would be the responsibility of the certified teacher. Such leave must be requested at least three (3) school days in advance and be approved by the **S**uperintendent or his/her designee. Unless previously excused by the administration, certified teachers granted professional leave must provide to the administration, within three (3) days of returning to school, verification of attendance at the approved out of school visit or workshop. Failure to provide such verification within three (3) days of return to school could result in forfeiture of all accumulated professional leave.

#### **33. REPLACEMENT DAYS**

**33.1.** A certified staff member required in writing by an administrator to work one or more days (a minimum) block of 5.5 consecutive hours per day) beyond Contract requirements or who gains written administrative approval/support to work one or more days (a minimum Block of 5.5 consecutive hours per day) in order to meet the requirements of his/her professional assignment, will be permitted to 'replace' each of those days, within thirty (30) work days of the same contract year, with a commensurate number of days off during the same contract year, pending an agreement with his/her immediate supervisor. A certified staff member required by an administrator to work one or more days (a minimum block of 5.5 consecutive hours per day) beyond Contract requirements at the end of a

contract year will be compensated at the rate of one full day's pay based on his/her contracted salary for each of those days. A staff member required to serve one or more additional days because of not fulfilling obligations for which adequate time was provided is not included in this item. Replacement days cannot be used on days that students are in regular school session.

#### 34. STAFF WITH EXTENDED DAY

**34.1.** Non-administrative staff with extended day contracts (i.e. Guidance Counselors, etc.) will work with their immediate supervisors to determine when their contracts are to be served as long as such staff members are scheduled to be present on days that students are in regular school session.

#### **35. EMERGENCY LEAVE**

**35.1.** Each certified employee will be granted three (3) days paid emergency leave each school year. Emergency leave may be taken upon the approval of the superintendent or his/her designee for emergency situations such as, but not limited to:

**35.2.** Incidents or circumstances which result in significant damage by unexpected acts or forces.

**35.3.** Illness or injury presenting a substantial likelihood of loss of life, limb, or significant bodily harm to members of the certified employee's immediate family.

**35.4.** If a request for emergency leave is denied the teacher may ask for the decision to be reviewed by the Superintendent.

#### **36. BEREAVEMENT LEAVE**

**36.1.** Each certified teacher will be granted bereavement leave in each instance of the death of a member of the teacher's immediate family as follows:

36.1.1. Within the State.....4 school days

36.1.2. Outside the State......6 school days

**36.2.** One of these days granted must be the day the burial service is held. These days will be in addition to days allowed in the Sick Leave Policy. Teachers may use one day of bereavement leave each year to attend funeral services of a person who is not a family member but attendance is justified by the teacher. In the case of a loss of a child, if all sick leave has been exhausted, the parent will be allowed ten (10) bereavement days for that death.

## **37. ASSOCIATION LEAVE**

**37.1.** The Board shall provide the Association with twelve (12) days paid leave for the purpose of conducting Association business. The Board also agrees **two** (2) additional days will be made available which may be used by the Association president for conducting Association business. These days will be paid by the Association at the salary level defined below.

**37.2.** The Association president will advise the Superintendent of intention to use an Association leave day(s) at least one (1) day prior to the day the leave is to be taken. The employee taking such leave shall suffer no loss in salary, benefits or other contractual or statutory advantages to which he/she is entitled.

**37.3.** Any other days granted by the Administration will be paid by the Association at the salary level defined as the average between the certified, degreed and non-certified substitute teacher rates.

**37.3.1.** Any part of a half-day will be counted as a half-day and any part of a day over a half-day will be

counted as a full day.

#### 38. LEAVE OF ABSENCE

**38.1.** Any teacher who has earned **career** may make application for one year's sabbatical leave under the following conditions:

**38.2.** Notice must be given to the Superintendent by registered mail prior to March 1.

**38.3.** A suitable replacement must be available during the teacher's absence.

**38.4.** The leave would be granted without pay; however, previously accumulated sick leave and career would remain valid.

**39.5.** Prior to March 1 of the year of the sabbatical leave, the teacher would notify the <mark>S</mark>uperintendent by certified mail that it is that teacher's desire to return to the former teaching position. Failure to notify would relieve the school district of any responsibility for future employment.

**39.6.** Provisions may be made whereby the teacher on sabbatical leave may arrange payment of professional organization dues and insurance program premiums as long as there is no conflict in the provisions of the insurance policy.

#### **39. PERSONAL BUSINESS LEAVE**

**39.1.** The Board shall provide three (3) paid days of personal business leave to each certified employee each year.

**39.2.** Personal business leave may be used for personal business matters, such as: personal legal, household and/or business that must be conducted during normal school hours. Except in cases of emergency, personal business leave shall not be the first or last week of school, immediately preceding or following a holiday period, or during nine weeks or semester exams.

**39.3.** The certified employee requesting personal business leave shall sign a statement verifying that the leave is to be taken for reasons allowed in the article. The teacher must request personal business leave 48 hours in advance after determining the need to make such a request. Extenuating circumstances will be considered in the event of less than 48 hours' notice.

**39.4.** Unused board-paid personal business leave will be transferred to sick leave at the end of each school year.

#### 40. LEGAL LEAVE

**40.1.** Certified teachers employed by Chickasha Public Schools shall be granted leave for jury duty or for service as a witness subpoenaed in a criminal, civil or juvenile proceeding and shall pay the teacher during such service the full contract salary.

**40.2.** Any money paid to the certified teacher for jury duty, excluding mileage may be required to be paid to the District by the teacher. However, this payment to the District will not be required to be paid to the District if upon completion of his/her legal responsibilities for the day, the teacher contacts his/her principal and is advised that his/her services are not needed for the remainder of the day.

#### 41. PARENTAL LEAVE

**41.1.** Upon approval by the Board of Education, certified teachers shall be granted an unpaid leave of absence of one year or the remainder of the school year if the request is made after the school year has begun, for the purpose of child care or child rearing. While on parental leave, other leave

allowances will not accrue or diminish. Provisions may be made whereby the teacher on parental leave may arrange payments of professional organization dues and insurance program premiums as long as there is no conflict in the provisions of the insurance policy.

**41.2.** Notification of return from parental leave shall be filed with the Superintendent on or before April 1. Any certified employee who fails to file a notification of return terminates his/her affiliation with the Board of Education at the expiration of his/her leave of absence. Teachers returning from parental leave shall be assigned to the school and/or department from which his/her leave of absence was granted, if an appropriate vacancy exists.

**41.3.** Teachers returning from parental leave will be reinstated at the appropriate position on the salary schedule and at the same status of career that he/she qualified for at the time the leave began. This leave will run concurrent with the Family Medical Leave Act if it is Family Medical Leave Applicable.

#### 42. MILITARY LEAVE

**42.1.** The Board agrees to abide by current State and Federal laws dealing with leave for military personnel.

#### 43. COMPLAINTS AGAINST TEACHERS

**43.1.** To receive formal, written attention, complaints made against any teacher must be in written form, signed by all involved parties, and the teacher provided a copy.

#### 44. NOTIFICATION OF LEAVE ACCUMULATION

**44.1.** The Board agrees to inform the teacher of the number of accumulated leave days as of July 1.

#### 45. GRIEVANCE PROCEDURE

#### 45.1. Definitions

**45.1.1.** A "grievance" is a complaint by a teacher that there has been as to him/her a violation, misinterpretation or misapplication of the provisions of this agreement.

45.1.2. The term "grievant" shall mean the person or persons making the complaint.

**45.1.3.** The term "days" shall mean the working days of the supervisor involved at the level that the grievance is processed.

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

#### 45.2. Procedure for filing a Grievance:

#### 45.2.1. Informal Resolution

**45.2.1.1.** A teacher with a grievance may first discuss it individually with the immediate supervisor within fifteen (15) days of the alleged violation, indicating the article and section alleged to be violated, with the objective of resolving the matter informally. No written record will be made. The teacher and/or the immediate supervisor may have a representative present at this meeting, if they so desire.

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

discussion of the alleged violation.

**45.3.** *Formal Resolution*: A copy of all grievances will be sent to the Superintendent and C.U.T.A. President. The Grievance Review Committee will give a written proposed solution to each grievance brought before the committee.

**45.3.1.** *Grievance Review Committee*. A grievance review committee consisting of two (2) C.U.T.A. members appointed by the C.U.T.A. president and one administrator, who cannot be the administrator involved in the grievance.

#### 45.3.2. Level I

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

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

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

## 45.3.3. Level II

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

**45.3.3.2.** The Superintendent, or his/her designee, who shall act as a hearing officer, shall schedule a hearing within five (5) days after the receipt of the appeal. Persons present at this hearing shall be the grievant, a representative of his/her choosing and witnesses.

**45.3.3.3.** The Superintendent or his/her designee shall be free to admit any testimony, evidence, or exhibits deemed necessary before rendering a decision.

**45.3.3.4.** The Superintendent or his/her designee shall limit his/her decision to the facts as presented by the parties in interest and the impact on, or conflict with this agreement.

**45.3.3.5.** Within five (5) days after the hearing, the Superintendent or his/her designee shall transmit his/her decision in writing with written reasons therefore to the grievant and the grievants' immediate supervisor.

## 45.3.4. Level III

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

**45.3.4.1.1.** Within five (5) days after submitting the written appeal, the grievant and the hearing officer of the Level II appeal shall each submit to the Board a narrative together with copies of any exhibits or documents introduced at the Level II hearing. Each party shall furnish the other party copies of all

materials furnished to the Board as soon as they are available.

**45.3.4.2.** The Board of Education shall set a Level III hearing on the agenda of a regularly scheduled Board Meeting or may schedule a special meeting for the purpose of hearing the appeal if a regular meeting is not scheduled to be held within a reasonable time after the receipt of the appeal and supporting materials. Persons present at the hearing will be the grievant and if the grievant so desires, a representative of his/her own choosing and witnesses for the grievant, the grievants' immediate supervisor, and a representative of his/her own choosing.

**45.3.4.2.1**. If the Association is not the representative of the grievant, the Association representative shall have the right to be present at the hearing and shall be permitted to present the Association's views with respect to the grievance prior to the conclusion of the hearing.

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

#### 45.4. General Provisions

**45.4.1.** If the meetings and hearings involving the grievance procedure are held during the teacher's regular hours of assignment, all persons who are eligible to participate in the meeting or hearing will be released from his/her duties for that time and will not suffer loss of time or pay.

**45.4.2.** The Association may file and/or process grievances only on those items that deal directly with the Association as an organization and not on those items that deal with the individual teacher. Grievances, if properly filed by the Association, will be filed at Level I. The Association reserves the right to file a grievance as an Association regarding a violation of the Contract.

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

**45.4.4.** If the time limits are not met, the grievant shall have the right to appeal the complaint to the next level.

#### **46. EVALUATION POLICY STATEMENT**

**46.1.** The true purpose of evaluation is the improvement of instruction. The evaluation procedure is to determine areas of strengths and weaknesses and for employment decisions. Evaluations instruments are approved for librarians, counselors, nurses, psychometrist, psychologists, and coaches. Chickasha Schools will utilize the Tulsa Evaluation Model for teacher evaluations beginning in the 2013-2014 school term.

**46.2.** Video images shall not be used to conduct any evaluations of teacher performance required by law or the collective bargaining agreement, or as evidence to support the discipline of a teacher.

#### 47. EVALUATION PROCEDURE

**47.1.** All criteria associated with the Tulsa Evaluation System will be implemented as the evaluation procedure of Chickasha Public School Teachers beginning with the 2013-2014 school term.

**47.2.** 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.

47.3. Within the first two (2) weeks of school, the designated administrator will hold a meeting to

acquaint all teachers with the evaluation policies of Chickasha Public Schools.

**47.4.** Every probationary status teacher will be evaluated at least two (2) times per school year, once during the fall semester and once during the spring semester.

**47.5.** Career teachers will be evaluated once each year prior to March 15. Career teachers may request an additional evaluation.

**47.6.** Every career status teacher will be evaluated once every year, except for career teachers receiving a "superior" or "highly effective" average rating under TLE, who may be evaluated once every two (2) years.

**47.7.** Before completing the evaluation of a teacher, the evaluator will conduct at least two scheduled observation of not less than thirty (30) minutes.

**47.8.** The evaluator will provide feedback to the teacher within five (5) working days after each scheduled observation. There must be at least ten (10) instructional days between an observation and the last observation conference.

**47.9.** A copy of each electronically generated observation, formal written evaluation, personal development plan and follow-up report 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, personal development plan and follow-up reports specifically requested, in writing, by the teacher. Each formal evaluation, personal development plan and follow-up report shall be electronically deposited in the teacher's personnel file. Each teacher shall have the ability to print any evaluation, personal development plan and follow-up report if a hard copy is desired. Each fully signed observation form held by the administrator will remain the possession of the administrator unless they become the foundational base for subsequent employment action.

**47.10.** Within twenty (20) working days of the evaluation conference, the teacher may make a written response to the evaluation and said response shall be attached to the evaluation report.

**47.11.** If the teacher feels that there has been as to him/her a violation, misinterpretation or misapplication of the provisions of this article he/she may file a grievance at Level I.

**47.12.** Each "Ineffective" and/or "Needs Improvements" ratings requires that the evaluator complete a Personal Development Plan, specifying what the teacher should do to overcome that particular inadequacy.

**47.13.** All career teacher contracts that will be renewed for the following school year will be addressed at the regular May Board meeting.

#### **48 COACHING EVALUATIONS**

**48.1.** In addition to the classroom teachers' evaluation, coaches shall be evaluated by their immediate supervisor in their specific sport following the same procedural steps outlined in the Athletic Policy and Procedure Manual. All coaches shall receive a copy of the Athletic Policy and Procedures manual at the beginning of the school year. As updates and/or revisions are made to the manual those new and/or revised policies will be provided to each coach.

#### 49. CERTIFIED EMPLOYEE REDUCTION IN FORCE POLICY

**49.1.** In the event of a need to reduce the number of certified employees because of any or all of the following:

**49.1.1.** Existing or projected decreases in school revenue.

49.1.2. Existing or projected decreases in student enrollment.

**49.1.3.** Existing or projected decreases in educational programs or curriculum.

**49.1.4.** Such reduction will be made by the Board in accordance with the guidelines listed below:

**49.1.5.** Normal attrition throughout the District. 50.1.6. If normal attrition does not sufficiently reduce the number of certified employees, the positions, not the personnel, will be the determining factor in further reductions.

**49.1.6.** Teachers holding eliminated positions will be placed in retained positions for which they are fully qualified (standard certification and meets State Board of Education requirements for teaching in that position) provided the retained positions are held by teachers who rank lower according to the RIF criteria.

**49.1.7.** The ensuing criteria will be used in the following order to determine which certified employees are to be released.

49.1.8. Seniority, as defined: the least senior released first. If seniority is equal, use criteria "B".

**49.1.9.** Certified areas: fewest areas released first. If certified areas are equal, use criteria "C". Documents verifying proof of certified areas must be in the employees personnel file on or before March 15 if they are to be used to determine employee release through RIF.

**49.1.10.** Degrees held: the lowest degree held released first. If degrees held are equal, use criteria "D". Documents verifying proof of degrees held must be in the employees personnel file on or before March 15 if they are to be used in determining employee release through RIF. Current enrollment should be considered if it is critical for dismissal or retention.

**49.1.11.** Total teaching experience: Total teaching experience as accepted by the Oklahoma Teacher Retirement System. If total teaching experience is equal, use criteria "E".

**49.1.12.** Where the above criteria are equal, the determination shall be resolved by lot.

**49.2.** A rank order list of experience and a certification list of all certified employees will be provided to the Association by February 1st.

**49.2.1.** In the event that vacancies for certified positions occur within a period of twenty-four (24) months from the date of release, employees released as a result of RIF, who are fully qualified to hold that position will be rehired in reverse order of release. Failure to accept a certified position offered relieves the Board of any further rehire obligation to the released employee. However, certified employees released as a result of RIF may accept or reject the position of certified permanent substitute without forfeiting their rehire rights to certified positions that may become available.

**49.2.2.** Teachers released due to RIF who wish to be rehired will fill out a "Request for Rehire Information Form". Said form will be kept on file in the Central Administration Office for the duration of the released teacher's rehire period. The Board will use this information in compiling a rehire list for the teaching position to which the released teacher desires to be rehired. The rehired list will give the order of rehire for all released teachers desiring to be rehired to that particular teaching position. The "Rehire Information Form" will be attached to this article. 50.2.3. No outside personnel may be hired for certified

positions until all employees released as a result of RIF, who are fully qualified to hold the position, have had the opportunity to accept the vacant position.

**49.2.4.** All benefits to which teachers were entitled at the time of release, due to RIF, including seniority, career, retirement, accumulated sick leave, and professional leave will be restored to the teacher upon return to active employment and such teacher will be placed on the proper step on the salary schedule in accordance with the teacher's education and experience.

**49.2.5.** If there is no conflict with the provisions of the insurance policies, all teachers released as a result of RIF will have the option to continue their insurance program through the school throughout their rehire period. Said teachers will be responsible for the payment of the premiums.

#### 50. SALARY CREDIT FOR DEGREES/CREDITS EARNED

**50.1.** Salary credit for degrees and/or academic credits earned will be adjusted on a per semester basis following completion of documentation.

**50.2.** This documentation may include grade report forms, transcripts or other official materials from accredited colleges and universities.

#### 51. SALARY SCHEDULE ADDENDUM

**51.1.** Teachers who are in their entry-year shall be paid at the Bachelor degree level with 0 years of experience on the negotiated salary schedule unless they have earned an advanced degree prior to entering the education profession.

**51.2.** Beginning with the 2018 school year, hours used to qualify for the B+24 must meet the following criteria:

**51.2.1.** The hours must have been earned after the date the bachelor's degree was awarded.

**51.2.2.** The hours must be a part of a master's degree program at a regionally accredited college or university and hours toward completion of the master's degree or:

**51.2.3.** The hours must have been graduate college hours that directly relate to the teacher's current teaching assignment (approval of the building principal and superintendent required), or:

**51.2.4.** The hours must have been college hours taken to qualify for certification in another teaching field required by the school district or:

**51.3.** The hours must have been college hours taken to remain qualified for the teacher's present position for which he/she currently holds standard certification. The responsibility for certifying that the teacher is eligible for the horizontal step rests with the teacher. This certification involves an official transcript showing the hours and an official letter of acceptance as a degree student for those teachers involved in a master's degree program. All others must show proof of qualification by presenting an official transcript and written approval by the building principal to the Superintendent for his/her approval.

#### **52. RETIREMENT CONTRIBUTION**

**52.1.** The District agrees to pay seven (7) percent of the teacher's contract salary as the teacher's contribution to the Teacher Retirement System.

#### 53. HOSPITALIZATION INSURANCE

**53.1.** The District will follow guidelines set by state statute for the flexible benefit allowance in regards

to hospitalization insurance.

#### 54. CO/EXTRACURRICULAR BUS DRIVING

**54.1.** The District will pay a \$20 stipend to a certified staff member for each time that staff member drives a bus to take students to co-curricular events that is part of that staff member's assignment. The number of trips will be maintained and will be paid to the respective staff member annually on the occasion of the May 15 warrant or mutually agreeable pay period.

**54.2.** If a staff member drives a co-curricular or extracurricular bus for a group of students not in an area of his/her responsibilities, he/she will be compensated \$20 per hour for driving time and \$10 per hour for wait time. No overnight time. Example: The Girls' Basketball Coach drives the soccer team to a game.

#### 55. PROFESSIONAL DEVELOPMENT DAYS

**55.1.** The teachers' annual calendar prior to the first day of classes will ensure either two partial days (three hour periods) or one full day to work in their classrooms/departments. The Superintendent and C.U.T.A. President will coordinate this mutual effort each year.

**55.2.** If the district training does not specifically address non-core subjects, then every effort will be made to provide the non-core teachers with a different training or let them meet for curriculum alignment.

**55.3.** The district will recognize the Fall OEA Day as a day of Fall Break, which will allow teachers to attend OEA Professional Development if they choose.

**55.4.** The District will maintain an access portal located on a secure site on the district's website (*password protected*) available to teachers to check their individual staff development point status.

#### 56. PROFESSIONAL DEVELOPMENT AND CALENDAR COMMITTEE

**56.1.** A majority of the members of the professional and calendar development committee shall be composed of classroom teachers. The teacher members shall be selected by a designated administrator of the school district from a list of names submitted by the teachers in the school district. The members selected shall be subjected to the approval of the majority vote of the teachers in the district with representation from each building and one C.U.T.A. representative. At a minimum, once every four (4) years the committee shall include at least one school counselor in its membership. The local professional development committee shall be headed by a chairperson to be elected by the full committee. Chickasha professional development committee members shall serve a three (3) year consecutive term.

56.2. Use our own faculty to provide in-service training whenever possible.

**56.3.** The Board will have a vote of the teachers before they adopt a school calendar for the next school year. A copy of the calendar will be included in the contract and any variations shall be handled in a similar manner.

#### 57. TEACHER & LEADER EFFECTIVENESS (TLE) TRAINING

**57.1.** Chickasha Public Schools will provide Teacher & Leader Effectiveness (TLE) training at each building.

#### 58. OEA DAY REPLACEMENT

**58.1.** The District will coordinate Fall Break to coincide with the State OEA Fall Conference.

#### 59. COMPLYING WITH STATE AND FEDERAL REGULATIONS

**59.1.** Notwithstanding any provision in this Contract to the contrary, the District shall not be prevented from taking any actions required by state law or otherwise imposed upon the District by a state or federal agency.

#### 60. PERSONNEL DRESS CODE (Certified Teachers)

**60.1.** Clothing is expected to not distract from the educational process. Certified staff **is** expected to follow professional business casual dress standards and expectations. The exception to the rule would be for "special event days."

61. COMPENSATION SCHEDULE 2018-2019- \*Salary based on 1080 hours of which a maximum of 30 hours will be professional development.

Step	BASE SALARY		TEACHER RETIREMENT	 DTAL DISTRICT	Dai	ly Rate of Pay
0	\$	34,679.23	\$ 2,610.27	\$ 37,289.50	\$	192.66
1	\$	35,082.85	\$ 2,640.65	\$ 37,723.50	\$	194.90
2	\$	35,486.47	\$ 2,671.03	\$ 38,157.50	\$	197.15
З	\$	35,891.02	\$ 2,701.48	\$ 38,592.50	\$	199.39
4	\$	36,294.64	\$ 2,731.86	\$ 39,026.50	\$	201.64
5	\$	36,733.60	\$ 2,764.90	\$ 39,498.50	\$	204.08
6	\$	37,164.19	\$ 2,797.31	\$ 39,961.50	\$	206.47
7	\$	37,595.71	\$ 2,829.79	\$ 40,425.50	\$	208.87
8	\$	38,026.30	\$ 2,862.20	\$ 40,888.50	\$	211.20
9	\$	38,456.89	\$ 2,894.61	\$ 41,351.50	\$	213.6
10	\$	39,406.42	\$ 2,966.08	\$ 42,372.50	\$	218.92
11	\$	39,864.91	\$ 3,000.59	\$ 42,865.50	\$	221.4
12	\$	40,323.40	\$ 3,035.10	\$ 43,358.50	\$	224.0
13	\$	40,780.96	\$ 3,069.54	\$ 43,850.50	\$	226.5
14	\$	41,239.45	\$ 3,104.05	\$ 44,343.50	\$	229.1
15	\$	41,715.61	\$ 3,139.89	\$ 44,855.50	\$	231.7
16	\$	42,174.10	\$ 3,174.40	\$ 45,348.50	\$	234.3
17	\$	42,632.59	\$ 3,208.91	\$ 45,841.50	\$	236.8
18	\$	43,091.08	\$ 3,243.42	\$ 46,334.50	\$	239.3
19	\$	43,549.57	\$ 3,277.93	\$ 46,827.50	\$	241.9
20	\$	44,026.66	\$ 3,313.84	\$ 47,340.50	\$	244.5
21	\$	44,485.15	\$ 3,348.35	\$ 47,833.50	\$	247.1
22	\$	44,944.57	\$ 3,382.93	\$ 48,327.50	\$	249.6
23	\$	45,403.06	\$ 3,417.44	\$ 48,820.50	\$	252.24
24	\$	45,861.55	\$ 3,451.95	\$ 49,313.50	\$	254.7
25	\$	47,185.87	\$ 3,551.63	\$ 50,737.50	\$	262.14
26	\$	47,650.87	\$ 3,586.63	\$ 51,237.50	\$	264.7
27	\$	48,115.87	\$ 3,621.63	\$ 51,737.50	\$	267.3
28	\$	48,580.87	\$ 3,656.63	\$ 52,237.50	\$	269.8
29	\$	49,045.87	\$ 3,691.63	\$ 52,737.50	\$	272.4
30	\$	49,510.87	\$ 3,726.63	\$ 53,237.50	\$	275.0
31	\$	49,975.87	\$ 3,761.63	\$ 53,737.50	\$	277.64
32	\$	50,440.87	\$ 3,796.63	\$ 54,237.50	\$	280.23
33	\$	50,905.87	\$ 3,831.63	\$ 54,737.50	\$	282.8
34	\$	51,370.87	\$ 3,866.63	\$ 55,237.50	\$	285.3

#### Bachelor's Degree

#### Notes:

An additional \$1,000.00 will be added to the salary schedules for teachers obtaining National Board Certification after June 30, 2016.

Step	т		TEACHER RETIREMENT	 TAL DISTRICT MPENSATION	Daily Rate of Pay	
0		N/A		N/A	N/A	N/A
1	\$	35,387.89	\$	2,663.61	\$ 38,051.50	\$ 196.60
2	\$	35,791.51	\$	2,693.99	\$ 38,485.50	\$ 198.84
3	\$	36,196.06	\$	2,724.44	\$ 38,920.50	\$ 201.09
4	\$	36,599.68	\$	2,754.82	\$ 39,354.50	\$ 203.33
5	\$	37,038.64	\$	2,787.86	\$ 39,826.50	\$ 205.77
6	\$	37,469.23	\$	2,820.27	\$ 40,289.50	\$ 208.16
7	\$	37,900.75	\$	2,852.75	\$ 40,753.50	\$ 210.56
8	\$	38,331.34	\$	2,885.16	\$ 41,216.50	\$ 212.95
9	\$	38,761.93	\$	2,917.57	\$ 41,679.50	\$ 215.34
10	\$	39,711.46	\$	2,989.04	\$ 42,700.50	\$ 220.62
11	\$	40,169.95	\$	3,023.55	\$ 43,193.50	\$ 223.17
12	\$	40,628.44	\$	3,058.06	\$ 43,686.50	\$ 225.71
13	\$	41,086.00	\$	3,092.50	\$ 44,178.50	\$ 228.26
14	\$	41,544.49	\$	3,127.01	\$ 44,671.50	\$ 230.80
15	\$	42,020.65	\$	3,162.85	\$ 45,183.50	\$ 233.45
16	\$	42,479.14	\$	3,197.36	\$ 45,676.50	\$ 236.00
17	\$	42,937.63	\$	3,231.87	\$ 46,169.50	\$ 238.54
18	\$	43,396.12	\$	3,266.38	\$ 46,662.50	\$ 241.09
19	\$	43,854.61	\$	3,300.89	\$ 47,155.50	\$ 243.64
20	\$	44,331.70	\$	3,336.80	\$ 47,668.50	\$ 246.29
21	\$	44,790.19	\$	3,371.31	\$ 48,161.50	\$ 248.83
22	\$	45,249.61	\$	3,405.89	\$ 48,655.50	\$ 251.39
23	\$	45,708.10	\$	3,440.40	\$ 49,148.50	\$ 253.93
24	\$	46,166.59	\$	3,474.91	\$ 49,641.50	\$ 256.48
25	\$	47,490.91	\$	3,574.59	\$ 51,065.50	\$ 263.84
26	\$	47,955.91	\$	3,609.59	\$ 51,565.50	\$ 266.42
27	\$	48,420.91	\$	3,644.59	\$ 52,065.50	\$ 269.01
28	\$	48,885.91	\$	3,679.59	\$ 52,565.50	\$ 271.59
29	\$	49,350.91	\$	3,714.59	\$ 53,065.50	\$ 274.17
30	\$	49,815.91	\$	3,749.59	\$ 53,565.50	\$ 276.76
31	\$	50,280.91	\$	3,784.59	\$ 54,065.50	\$ 279.34
32	\$	50,745.91	\$	3,819.59	\$ 54,565.50	\$ 281.92
33	\$	51,210.91	\$	3,854.59	\$ 55,065.50	\$ 284.51
34	\$	51,675.91	\$	3,889.59	\$ 55,565.50	\$ 287.09

Bachelor's + 24 Degree

#### Notes:

An additional \$1,000.00 will be added to the salary schedules for teachers obtaining National Board Certification after June 30, 2016.

	Masters Degree Daily						
Step	BA	ASE SALARY		TEACHER RETIREMENT		TAL DISTRICT MPENSATION	Rate of Pay
0	\$	35,666.89	\$	2,684.61	\$	38,351.50	\$ 198.15
1	\$	36,070.51	\$	2,714.99	\$	38,785.50	\$ 200.39
2	\$	36,474.13	\$	2,745.37	\$	39,219.50	\$ 202.63
3	\$	36,878.68	\$	2,775.82	\$	39,654.50	\$ 204.88
4	\$	37,282.30	\$	2,806.20	\$	40,088.50	\$ 207.12
5	\$	37,721.26	\$	2,839.24	\$	40,560.50	\$ 209.56
6	\$	38,151.85	\$	2,871.65	\$	41,023.50	\$ 211.95
7	\$	38,583.37	\$	2,904.13	\$	41,487.50	\$ 214.35
8	\$	39,013.96	\$	2,936.54	\$	41,950.50	\$ 216.74
9	\$	39,445.48	\$	2,969.02	\$	42,414.50	\$ 219.14
10	\$	40,853.50	\$	3,075.00	\$	43,928.50	\$ 226.96
11	\$	41,311.99	\$	3,109.51	\$	44,421.50	\$ 229.51
12	\$	41,770.48	\$	3,144.02	\$	44,914.50	\$ 232.06
13	\$	42,228.97	\$	3,178.53	\$	45,407.50	\$ 234.61
14	\$	42,686.53	\$	3,212.97	\$	45,899.50	\$ 237.15
15	\$	43,163.62	\$	3,248.88	\$	46,412.50	\$ 239.80
16	\$	43,622.11	\$	3,283.39	\$	46,905.50	\$ 242.35
17	\$	44,080.60	\$	3,317.90	\$	47,398.50	\$ 244.89
18	\$	44,539.09	\$	3,352.41	\$	47,891.50	\$ 247.44
19	\$	44,997.58	\$	3,386.92	\$	48,384.50	\$ 249.99
20	\$	45,475.60	\$	3,422.90	\$	48,898.50	\$ 252.64
21	\$	45,934.09	\$	3,457.41	\$	49,391.50	\$ 255.19
22	\$	46,392.58	\$	3,491.92	\$	49,884.50	\$ 257.74
23	\$	46,852.00	\$	3,526.50	\$	50,378.50	\$ 260.29
24	\$	47,310.49	\$	3,561.01	\$	50,871.50	\$ 262.84
25	\$	48,837.55	\$	3,675.95	\$	52,513.50	\$ 271.32
26	\$	49,302.55	\$	3,710.95	\$	53,013.50	\$ 273.90
27	\$	49,767.55	\$	3,745.95	\$	53,513.50	\$ 276.49
28	\$	50,232.55	\$	3,780.95	\$	54,013.50	\$ 279.07
29	\$	50,697.55	\$	3,815.95	\$	54,513.50	\$ 281.65
30	\$	51,162.55	\$	3,850.95	\$	55,013.50	\$ 284.24
31	\$	51,627.55	\$	3,885.95	\$	55,513.50	\$ 286.82
32	\$	52,092.55	\$	3,920.95	\$	56,013.50	\$ 289.40
33	\$	52,557.55	\$	3,955.95	\$	56,513.50	\$ 291.99
34	\$	53,022.55	\$	3,990.95	\$	57,013.50	\$ 294.57

#### Notes:

An additional \$1,000.00 will be added to the salary schedules for teachers obtaining National Board Certification after June 30, 2016.

	Doctorate						
Step	BASE SALARY			TEACHER RETIREMENT		TOTAL DISTRICT	Daily Rate of Pay
0	\$	36,959.59	\$	2,781.91	\$	39,741.50	\$ 205.33
1	\$	37,363.21	\$	2,812.29	\$	40,175.50	\$ 207.57
2	\$	37,766.83	\$	2,842.67	\$	40,609.50	\$ 209.82
3	\$	38,171.38	\$	2,873.12	\$	41,044.50	\$ 212.06
4	\$	38,575.00	\$	2,903.50	\$	41,478.50	\$ 214.31
5	\$	39,013.96	\$	2,936.54	\$	41,950.50	\$ 216.74
6	\$	39,445.48	\$	2,969.02	\$	42,414.50	\$ 219.14
7	\$	39,876.07	\$	3,001.43	\$	42,877.50	\$ 221.53
8	\$	40,306.60	\$	3,033.84	\$	43,340.44	\$ 223.93
9	\$	40,738.18	\$	3,066.32	\$	43,804.50	\$ 226.32
10	\$	43,064.11	\$	3,241.39	\$	46,305.50	\$ 239.25
11	\$	43,522.60	\$	3,275.90	\$	46,798.50	\$ 241.79
12	\$	43,981.09	\$	3,310.41	\$	47,291.50	\$ 244.34
13	\$	44,439.58	\$	3,344.92	\$	47,784.50	\$ 246.89
14	\$	44,897.14	\$	3,379.36	\$	48,276.50	\$ 249.43
15	\$	45,375.16	\$	3,415.34	\$	48,790.50	\$ 252.08
16	\$	45,833.65	\$	3,449.85	\$	49,283.50	\$ 254.63
17	\$	46,292.14	\$	3,484.36	\$	49,776.50	\$ 257.18
18	\$	46,750.63	\$	3,518.87	\$	50,269.50	\$ 259.73
19	\$	47,209.12	\$	3,553.38	\$	50,762.50	\$ 262.27
20	\$	47,688.07	\$	3,589.43	\$	51,277.50	\$ 264.93
21	\$	48,146.56	\$	3,623.94	\$	51,770.50	\$ 267.48
22	\$	48,605.05	\$	3,658.45	\$	52,263.50	\$ 270.03
23	\$	49,064.47	\$	3,693.03	\$	52,757.50	\$ 272.58
24	\$	49,522.96	\$	3,727.54	\$	53,250.50	\$ 275.13
25	\$	50,922.61	\$	3,832.89	\$	54,755.50	\$ 282.90
26	\$	51,387.61	\$	3,867.89	\$	55,255.50	\$ 285.49
27	\$	51,852.61	\$	3,902.89	\$	55,755.50	\$ 288.07
28	\$	52,317.61	\$	3,937.89	\$	56,255.50	\$ 290.65
29	\$	52,782.61	\$	3,972.89	\$	56,755.50	\$ 293.24
30	\$	53,247.61	\$	4,007.89	\$	57,255.50	\$ 295.82
31	\$	53,712.61	\$	4,042.89	\$	57,755.50	\$ 298.40
32	\$	54,177.61	\$	4,077.89	\$	58,255.50	\$ 300.99
33	\$	54,642.61	\$	4,112.89	\$	58,755.50	\$ 303.57
34	\$	55,107.61	\$	4,147.89	\$	59,255.50	\$ 306.15

#### Notes:

An additional \$1,000.00 will be added to the salary schedules for teachers obtaining National Board Certification after June 30, 2016.

\*Special Education 5%, Alternative School 5%, Title I 5%, GT 5% - Full-time

\*\*Chickasha teachers who attain National Board certification after June 30, 2013, and are ineligible for the annual bonus of \$5,000 for a ten year period, shall receive additional salary increments as set forth in the Oklahoma minimum salary schedule for National Board Certification. Said increments shall be paid as a lump-sum annual \$1,000.00 payment upon completion of each year of employment; however, the total salary paid to National Board Certified teachers including the annual bonus shall not be less than the total amount as stated in the Oklahoma Minimum Salary Schedule.

#### 62. EXTRA DUTY PAY

**62.1.** The Board agrees to pay the amount for extra duty as negotiated for the **2018-2019** school year as follows:

	DUTY/SCHOOL/LEVEL	AMOUNT
Academ		
62.2.	Head Coach	\$2,400.00
62.3.	Assistant Coach	\$1,000.00
Academ	nic, Middle School	
62.4.	Head Coach	\$1,000.00
AG		
62.5.	Sponsor	\$2,000.00
Band, H	ligh School	
62.6.	Director	\$3,800.00
62.7.	Pep & Musical	\$2,400.00
62.8.	Assistant	\$1,500.00
Band, N	liddle School	
62.9.	Director	\$1,700.00
62.10.	Assistant	\$800.00
62.11.	Pep & Musical	\$500.00
62.12.	Auxiliary/Rifles	\$200.00
Band, D	istrict Wide, All Levels	
62.13.	Solo/Ensemble	\$450.00
62.14.	Assistant Auxiliary/Rifles	\$450.00
62.15.	Summer	\$2,400.00
62.16.	Stage Band	\$1,500.00
62.17.	Stage Band	\$400.00
	ponsor, High School	
62.18.	Seniors	\$250.00
62.19.	Juniors	\$500.00
62.20.	Sophomore	\$250.00
62.21.	Freshman	\$250.00
	nent Head	
62.22.	High School	\$500.00
62.23.	Middle School	\$500.00
62.24.	Elementary School	\$500.00

	District Faculty Liaison- C.U.T.A. President (Liaison) to	
62.25.	provide consultation and representation for the District. He/she	
02.20.	will report monthly to the Superintendent for services to the	¢750.00
	District. District Teacher of the Year after:	\$750.00
	1. Completion of the State application in its entirety	
62.26.	2. Expectation of remaining a classroom teacher in the following	
	school year.	\$1,500.00
62.27.	Drama, High School	\$1,500.00
	Talented, Middle School	\$1,500.00
62.28.	Coordinator- Grades 6th-8th	
	Honor Society, High School	
62.29.	Sponsor	\$300.00
National	Honor Society, Middle School	
62.30.	Sponsor	\$250.00
Media, H	ligh School	
62.31.	Director	\$750.00
Newspa	per, High School	
62.32.	Director	\$600.00
Odyssey	/ of the Mind, District Wide	
62.33.	Coach	\$250.00
	Psychological Services, District Wide	· · · · · · · · · · · · · · · · · · ·
62.34.	*Individual serving as both Psychometrist/Psychologist	\$8,000.00
62.35.	Psychologist	\$5,000.00
62.36.	Psychometrist	\$4,000.00
Robotics	s, High School	
62.37.	Coach	\$2,200.00
Robotics	s, Elementary Coach	
62.38.	Coach	\$1,000.00
Science	Fair, District Wide	
62.39.	Coordinator	\$250.00
62.40.	Speech Pathologist	\$8,000.00
62.41.	Speech Therapist Assistant	\$2,500.00
Student	Government, High School	
62.42.	Sponsor	\$1,500.00
Student	Government, Middle School	
62.43.	Sponsor	\$300.00
Vocal M	usic, High School	
62.44.	Director	\$2,400.00
Vocal M	usic, Middle School	
62.45.	Director	\$1,000.00
	usic, Elementary	, ,
62.46.	Director- Select Choir	\$500.00
-	usic- District Wide, All Levels	4000.00
62.47.	Coordinator	\$500.00
	k, High School	φ000.00
62.48.	Sponsor	\$1,500.00
		ψ1,000.00
	k, Middle School	φ1,300.00

62.49.	Sponsor	\$750.00
Yearboo	k, Lincoln Elementary	
62.50.	Sponsor	\$500.00
ATHLET	ICS	
62.51.	Assistant Student Activities Director	\$6,500.00
Basebal	I, High School	
62.52.	Head Coach- Varsity	\$4,800.00
62.53.	Assistant- Varsity	\$1,750.00
Basebal	I, Middle School	
62.54.	Head Coach	\$1,750.00
62.55.	Assistant	\$1,000.00
Basketb	all, High School	
Currentl	y: Basketball, Boys or Girls Head Coach	
62.56.	Head Coach- Varsity Boys	\$6,350.00
62.57.	Head Coach- Varsity Girls	\$6,350.00
62.58.	Assistant- Varsity Boys	\$2,400.00
62.59.	Assistant- Varsity Girls	\$2,400.00
62.60.	Head Coach- 9th Grade Boys	\$2,400.00
62.60.	Head Coach- 9th Grade Girls	\$2,400.00
62.61.	Video	\$600.00
Basketb	all, Middle School	
62.62.	Head Coach- 7th Grade Boys	\$1,500.00
62.63.	Head Coach- 7th Grade Girls	\$1,500.00
62.64.	Head Coach- 8th Grade Boys	\$1,500.00
62.65.	Head Coach- 8th Grade Girls	\$1,500.00
62.66.	Intramural	\$600.00
Basketb	all, Elementary	
62.67.	Head Coach	\$500.00
	ading, High School	
	y: Cheerleading & Pom	
	Head Coach	\$3,500.00
62.69.	Assistant Coach	\$1,300.00
	ading, Middle School	
62.70.	Head Coach	\$2,000.00
62.71.	Assistant Coach	\$750.00
	ountry, High School	
62.72.	Head Coach	\$2,200.00
62.73.	Assistant	\$1,000.00
	ountry, Middle School	
62.74.	r: Cross Country Boys & Girls Head Coach	\$2,000.00
	Head Coach- Boys & Girls	φ2,000.00
62.75.	, High School Head Coach- Varsity	\$2 500 00
62.75.	Defensive Coordinator	\$8,500.00
62.76.	Offensive Coordinator	\$3,800.00
62.77.	Assistant	\$3,800.00
62.78.	Head Coach- 9th Grade	\$3,000.00
02.19.	I IEau Ouduit- atti Gidue	φ2,400.00

62.80.	Spring Director	\$800.00
62.81.	Video	\$800.00
Football	, Middle School	
Currentl	y: Football Head Coach 7th & 8th	
62.82.	Head Coach- 7th Grade	\$2,400.00
62.83.	Head Coach- 8th Grade	\$2,400.00
62.84.	Assistant Coach	\$1,500.00
Golf- Hig	jh School	
62.85.	Head Coach- Varsity Boys	\$2,200.00
62.86.	Head Coach- Varsity Girls	\$2,200.00
Golf- Mie	ddle School	
62.87.	Head Coach	\$750.00
Pom, Hig	gh School	
62.88.	Head Coach	\$3,500.00
62.89.	Assistant	\$1,300.00
Pom, Mi	ddle School	
62.90.	Head Coach	\$2,000.00
62.91.	Assistant	\$750.00
Powerlif	ting, High School	
62.92.	Head Coach	\$2,200.00
Soccer,	High School	
62.93.	Head Coach- Varsity Boys	\$4,800.00
62.94.	Head Coach- Varsity Girls	\$4,800.00
62.95.	Assistant- Varsity Boys	\$1,750.00
62.96.	Assistant- Varsity Girls	\$1,750.00
Soccer,	Middle School	
62.97.	Head Coach- Boys	\$1,750.00
62.98.	Head Coach- Girls	\$1,750.00
62.99.	Assistant- Boys	\$1,000.00
62.100.	Assistant- Girls	\$1,000.00
Softball,	High School	
62.101.	Head Coach- Varsity	\$4,800.00
62.102.	Assistant- Varsity	\$1,750.00
Softball,	Middle School	
62.103.	Head Coach	\$1,750.00
62.104.	Assistant	\$1,000.00
Special (	Olympics	
62.105.	Head Coach	\$1,000.00
62.106.	Assistant Coach *if more than 5 students	\$500.00
Spirit So	uad, Grand/District Wide	
62.107.	Head Coach	\$20.00 per hour
62.108.	Assistant	\$20.00 per hour
62.109.	Assistant	\$20.00 per hour
	ng- High School	
62.110.	Head Coach-Varsity Boys	\$2,200.00
62.111.	Head Coach- Varsity Girls	\$2,200.00
62.112.	Assistant- Varsity Boys	\$750.00

62.113.	Assistant- Varsity Girls	\$750.00
Swimmi	ing- Middle School	
62.114.	Head Coach- Boys & Girls	\$1,000.00
Tennis-	High School	
62.115.	Head Coach- Varsity Boys	\$2,200.00
62.116.	Head Coach- Varsity Girls	\$2,200.00
62.117.		\$750.00
	Middle School	
	ly: Tennis- Boys or Girls Head Coach	
62.118.	, , , , , , , , , , , , , , , , , , ,	\$1,500.00
62.119.		\$1,500.00
	Track- High School	
62.120.		\$2,200.00
62.121.	Head Coach- Varsity Girls	\$2,200.00
62.122.	Assistant	\$1,000.00
Track- M	/liddle School	
62.123.	Head Coach- Boys	\$1,000.00
62.124.	Head Coach- Girls	\$1,000.00
62.125.	Assistant	750.00
Volleyba	all- High School	
62.126.	Head Coach- Varsity	\$2,900.00
62.127.	Assistant	\$750.00
Volleyba	all- Middle School	
62.128.	Head Coach	\$2,900.00
62.129.	Assistant	\$750.00
Weight	Room, High School/District Wide	
62.130.	Program Supervision	\$10.00 per hour
Wrestlin	ng, High School	
62.131.	Head Coach- Varsity	\$4,800.00
62.132.	Assistant	\$1,750.00
Wrestlin	ng, Middle School	
62.133.	Head Coach	\$1,750.00
62.134.	Assistant	\$1,000.00

**63**. The Superintendent will provide the C.U.T.A. President with a list of after-school extra duty teaching positions with the extra-duty salary/pay by September 30 of each year.

## 3. LAY COACH SUPERVISOR POSITION

**a.** Such a Supervisor will be assigned only in sports where it is not possible to assign certified staff to a coaching position and a lay coach is present. Such Supervisor must meet certification requirements for school athletics, supervision and sports safety. This position will receive 3/4 the head coach pay, if it is for one sport. This position will receive one and one-half the head coach pay if supervising both girls and boys program in the same sport. Lay coaches shall not be paid more than their certified counterpart's extra-duty contract.

## 4. DISTRICT EXPERIENCE FACTOR (COACHES)

**a.** In order to maintain highly qualified coaches and to recognize the effort that they dedicate to their program, it is understood that the development of any program takes a considerable amount of time. Therefore, it is our intent to reward these individuals with a longevity bonus as follows:

b. Number of Years in Program	Amount
5-10 years	\$500.00
10-15 years	\$1,000.00
15-20 years	\$1,500.00
20-25 years	\$2,000.00

**c.** If, in any given year, one of these duties cannot be performed by one person, and the Superintendent, the current C.U.T.A. President and all the employees involved, agree, in writing, that the above negotiated compensation can be proportionally divided, and then the compensation may be divided according to that agreement.

#### 5. CERTIFIED STAFF ENGAGED IN NON-CERTIFIED DUTY

**a.** Certified staff that engages in non-certified duty such as working ball games, etc. shall be paid <u>\$10.00 an hour</u> for specific such assignments and as authorized by the <mark>S</mark>uperintendent and/or his/her designee(s).

b. Certified staff who accepts an extra-duty assignment of driving a bus route/shuttle outside of certified contracted day will be paid a stipend. The Superintendent's designee for transportation monitors' and determines whether the route is a short or a long route.

Bus route/Shuttle	Amount
Short route- 1.5 hours or less per route	<mark>\$21.00</mark>
Long Route- More than 1.5 hours or less than 3.0 hours per route	<mark>\$28.00</mark>

#### 6. INCENTIVE PROGRAM FOR ADVANCED PLACEMENT TEAMS

a.	For each 3 scored	\$75.00
b.	For each <b>4</b> scored	\$100.00
C.	For each <b>5</b> scored	\$125.00

#### **Appendix Procedural Agreement and Forms**

#### PROCEDURAL AGREEMENT FOR NEGOTIATIONS BETWEEN THE BOARD OF EDUCATION OF CHICKASHA INDEPENDENT SCHOOL DISTRICT AND THE CHICKASHA UNITED TEACHING ASSOCIATION

#### I. PURPOSE

**1.1** The Board of Education of the Chickasha Public Schools and the Chickasha United Teaching Association recognize the current requirement for an orderly process of communication for administering employer/employee relations which conform with Oklahoma Statutes 70 O.S. § 509.1 through 509.10.

#### **II. RECOGNITION**

**2.1** This Agreement is made and entered into by and between the Chickasha United Teaching Association, hereinafter termed the "Association" and the Board of Education of Oklahoma Independent School District I-001, Chickasha Public Schools of Grady County, Oklahoma, hereinafter termed the "Board".

**2.2** The Board hereby recognizes the Association as the exclusive negotiation representative for the bargaining unit consisting of all employees who are required by the position in which they are employed to be licensed or certified as teachers, and who are not required by the position for which they are employed to be a principal, superintendent or other certified or non-certified administrator of the district with respect to other teachers of the Chickasha Public Schools. Any person who desires not to be represented by the Association may so state in writing to the Board.

#### **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 the Negotiated Agreement.

**3.3** There shall be no negotiations on inherent managerial responsibilities. Managerial rights are defined, but not limited to, those powers and duties granted to the Board by the School Laws of Oklahoma; inherent managerial responsibilities include but are not limited to the functions and programs of the District, the establishment of the District's budget, the organizational structure of the schools, and the selection of personnel.

#### **IV. NEGOTIATIONS PROCEDURES**

#### 4.1 Negotiation Teams

**4.1.1** The Board and the Association shall each exchange in writing, at the first negotiation session, the names of not more than five (5) regular team members and two (2) alternates who shall serve as their respective representatives for negotiations pursuant to the provisions of this Agreement. Each party shall also designate the person on its team who will serve as spokesperson. Each party shall have the right to the services of consultants; however said consultants may not attend negotiations meetings unless he/she is a member of the negotiation team he/she is serving. Neither party shall attempt to exert influence over the other party's selection of representatives.

#### 4.2 Opening Negotiations

**4.2.1** Between April 1 and April 30 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 the ensuing 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 chairpersons of the teams shall set a time, date, and place for the initial negotiations meeting. The initial negotiations meeting shall occur prior to June 30th.

**4.2.3** The Association and the Board shall submit all of their negotiation proposals at the first session, except for salary and fringe benefits proposals which may be submitted following initial allocations notice to the district by the state department of education. Subsequent proposals may only be submitted upon mutual agreement of the parties. All items shall be disposed of by the first day of school in one of the following manners: (1) by tentative agreement, (2) by agreement to drop the item, or (3) by referring the item(s) to impasse. Time limits set forth herein may be extended by mutual agreement of the parties.

#### 4.3 Negotiations 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 transcripts shall be made without mutual agreement of the parties. .

**4.3.3** Negotiations will only be conducted between the representatives of the parties and only in regular negotiation sessions at the times, dates, and places mutually agreed upon by the parties. 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** Negotiation sessions shall be scheduled at times which will not interfere with the teacher work day and the educational programs of the district.

#### 4.4 Tentative Agreement

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

**4.4.2** When tentative agreement is reached on any item, it shall be reduced to writing, and signed and dated by the spokesperson of each team. When tentative agreement is reached on all items, they shall be submitted first by the Association to the teachers for ratification and then by the Superintendent to the Board for ratification.

#### 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) working days of such declaration, the parties shall, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.

**5.3** If the mediation process has been utilized and has failed to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items 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: The parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a list of potential fact finders from the State Superintendent. If no name on the list 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 list. The parties will then continue alternately striking names

from the list until only one name remains. The person whose name remains on the list will serve as the chairperson of the fact finding committee.

**5.3.2** The committee shall meet with the Board's and the Association's negotiation representatives 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 the 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 representatives of both parties and, within twenty (20) days after the fact finding meeting shall present its written recommendation to the Board and the Association. The report shall set forth findings of fact 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 the remaining 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** The Board shall file a copy of the fact finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and upon ratification such agreement shall also be forwarded to the State Superintendent. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

#### VI. NO STRIKE CLAUSE

**6.1** The procedure provided for herein for resolving impasse shall be the exclusive recourse of the Association. It shall be illegal and a violation of this Agreement for the Association or the members of the bargaining unit to strike or threaten to strike as a means of resolving differences with the Board. It shall also be a violation of this Agreement for the Association or the members of the bargaining unit to strike for any reason during the term of a contract negotiated in accordance with the provisions of this Agreement.

#### VII. SAVINGS CLAUSE

7.1 If any provision of this Agreement shall be found contrary to law, it shall be severed from the Agreement, and

all other provisions or application of the Agreement shall continue in full force and effect.

#### VIII. DURATION OF THE PROCEDURAL AGREEMENT

**8.1** This Procedural Agreement shall continue in effect for successive fiscal year periods unless notice is given, in writing, between January 1 and January 31 of any year, by either party that the party desires to modify, amend or terminate 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.

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

Adopted (Date) 9/2018

### C.U.T.A. GRIEVANCE FORM

Building Assignment Name of Grievant Date Filed

#### LEVEL I

• (Within 15 days from the time you became aware of condition for co	omplaint)
o Date cause of grievance occurred:	
Statement of grievance:	
• Relief Sought:	
• Signature	Date
(Building Principal will arrange a meeting within 5 days and pr Principal:	
• Signature	_ Date
• If additional space is needed in reporting Section B of Step I, attach	an additional sheet.
LEVEL II	
• (If not satisfied with disposition of Step I or no decision has been rep	ndered within 9 days of presentation of grievance.)

28

## PLACEMENT INFORMATION / WISH LIST

For the 2019-2020 School Year

NAME	
Teacher (please print) Current Build	ing and Assignment
Years in present position	Years in School System
Do you wish to teach in the Chickas	ha Public Schools next year?
If so, please list in order of preference	ce the three different assignments you prefer:
1	If you wish to stay at your current
2	assignment, put that as first choice.
3	
If so, please list in order of preference	ce the two different buildings you prefer?
1	If you wish to stay at your current
2	building, put that as first choice.
Remarks:	
What "extra duty" stipend position(s	s) do you prefer?

(Signature)

NOTE: "A Board of Education shall have authority to enter into written contracts with teachers for the ensuing fiscal year prior to the beginning of such year. If, prior to the first Monday in June, a Board of Education has not entered into a written contract with a regularly employed teacher or notified him/her in writing by registered or certified mail that he/she will not be employed for the ensuing fiscal year, and if, by fifteen (15) days after the first Monday in June, such a teacher has not notified the Board of Education in writing by registered or certified mail that he/she does not desire to be reemployed in such school district for the ensuing year, such teacher shall be considered as employed on a continuing contract basis and on the same salary schedule used for other teachers in the school district for the ensuing fiscal year, and such employment and continuing contract shall be binding on the teacher and on the school district."

(O.S.A. 70-6-101)

Form c

Certified

Please return to the Superintendent of Schools by \_\_\_\_\_.

Thank you!

# 

### TULSA PUBLIC SCHOOLS TLE Observation and Evaluation Rubric Teachers

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

(c) 2015, Tulsa Public Schools

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

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

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

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

Domain: Classroom Management

Dimension: Assessment Practices

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

Teacher acknowledges student progress and uses assessment practices that are fair, based

(c) 2015, Tulsa Public Schools

Domain: Classroom Management

Dimension: Student Relations

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

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

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

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

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

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

8

### Domain: Instructional Effectiveness

### Dimension: Current State Standards

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

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

Domain: Instructional Effectiveness

Dimension: Involves All Learners

	<b>Feacher uses active learning, questioning techniques and/or guided practices to involve all</b>
stude	is.

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

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

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

11	Domain:	Instructional	Effectiveness
----	---------	---------------	---------------

Dimension: Clea	<ul> <li>Instruction &amp; Directions</li> </ul>
-----------------	--

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

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

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

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

15 Domain: Instructional Effectiveness		Dimension: Establishes Closure		
Teacher summarizes and fits into context what has b		been taught.		
1	2	3	4	5
Ineffective	Needs Improvement	Effective	Highly Effective	Superior
The teacher rarely summarizes the main points of the instruction into the lesson. Students disengage at the end of the class with no teacher direction.	The teacher does not consistently summarize the main points of the instruction into the lesson.	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.	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.	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.
Does not connect what is learned to prior learning and does not relate how the learning will be needed in the future.	Does not connect what is learned to prior learning and does not relate how the learning will be needed in the future.	Connects what is learned to prior learning.	Students summarize in a variety of ways and reflect on their own learning. Relates instruction to prior and future learning.	Students connect the lesson to prior learning and articulate how learned skills can be used in the future. Linkages with real world situations are woven into the lessons.

Domain: Instructional Effectiveness

Dimension: Student Achievement

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

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

17

Domain: Professional Growth and Continuous Improvement

**Dimension: Professional Learning** 

Uses Professional Growth as a Continuous Improvement Strategy

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

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

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

(c) 2015, Tulsa Public Schools

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