

Clinton Public Schools

Master Contract

2019-2020

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I. General Contract Provisions

A. Association Business

ARTICLE I-A: Association Business

A. The thirty (30) minutes before classes begin and the thirty (30) minutes after classes end may be used for Association business to be scheduled with the principal so as not to interfere with scheduled duties or other meetings. The Association shall have access to employees during their duty free periods during the day. (90-91)

B. The Association shall be allowed use of teacher mailboxes, telephone and email access and teacher bulletin boards for the purposes of internal communications. (05-06)

C. Association leave shall be limited to six (6) days unrestricted. Requests for Association leave must be submitted 48 hours in advance to the principal. Additional leave may be granted upon mutual agreement in times of educational crisis. Such leave shall be requested by the Association President.

D. The Association shall reimburse the Board the actual cost of a substitute, when used, for each Association leave day used. (90-91)

B. Safe and Healthful Environment

Article I-B: Safe and Healthful Environment

The Board of Education will strive to provide a healthy and safe teaching environment in accordance with all applicable local, state, and federal codes. Teachers are required to report any unsafe and/or unhealthy conditions to the principal.

(Adopted 90-91)

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C. Printing and Distribution of the Contract

ARTICLE I-C: Printing and Distribution of the Contract.

A. The contract will be available via the website, clintonokschools.org

(Adopted 03-04)

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D. Definition of Days

ARTICLE I-E: Definition of Days

All days referred to in the Agreement are considered working days unless otherwise specified.

(Adopted 91-92)

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II. Conditions of Employment

A. Job Descriptions

ARTICLE II-A: Job Descriptions

A. A job description shall be given to each teacher in the Clinton School District.

B. All vacancy listings will have job descriptions attached.

(Adopted 90-91)

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B. Work Day

ARTICLE II-B: Work Day

A. The teacher work day shall be seven (7) hours excluding lunch periods. (90-91)

B. Meetings or conferences (i.e. Faculty meetings, Parent Conferences, I.E.P. meetings, Department meetings) may extend beyond the normal day. (90-91)

C. Teachers may be required to remain after the work day to attend activities related to the proper function of the school such as open house or sponsor related activities. (92-93)

D. In the event a teacher is needed as a bus driver on a regular route or as a substitute driver, the teacher involved will be paid as a regular driver or substitute driver and will not forfeit any of their teacher salary. Principals will make every effort to schedule teacher bus drivers with a last hour planning period. No academic teaching time will be missed on a regular basis to accommodate a bus route. (00-01)

C. Planning Periods

ARTICLE II-C: Planning Periods

A. All teachers in grade five through twelve (5-12) will be provided forty-five (45) consecutive minutes per day for daily planning. (90-91)

B. Teachers in grades Pre-Kindergarten through four (PK-4) will be provided thirty (30) consecutive minutes per day for daily planning. (00-01)

C. When a teacher is assigned by the Administration to substitute during his/her planning period, the teacher shall be paid \$15.00. (06-07)

D. Student Teacher Program

ARTICLE II-D: Student Teacher Program

A. The Board of Education will supply guidelines upon request concerning the assignment of student teachers.

(Adopted 90-91)

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E. Statutes, Rules, and Regulations

ARTICLE II-E: Statutes, Rules, and Regulations

The Board and the Association shall abide by all applicable state and federal statutes, rules, and regulations and Standards of Performance and Conduct for teachers. (92-93)

Any other standards of performance or conduct will be negotiated. (90-91)

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F. Work Year

ARTICLE II-F: Work Year

- A. The work year shall consist of not less than 180 days and not more than 185 days. The Bargaining Unit shall have input into the school calendar annually. (Adopted 90-91)
- B. During the five (5) days of state mandated teacher PD, teachers will be allocated 3.5 to 7 hours of time for classroom preparation. (Adopted 19-20)**

G. Activity Workers

ARTICLE II-G: Activity Workers

A. Extra duty assignments shall be performed on a volunteer basis. If there are no volunteers for extra duty assignments the principal shall assign duties on a rotating basis, beginning with those with the least seniority.

B. Payment for extra duty will follow the schedule bargained by the Clinton Education Association.

(reference form B)

(Adopted 90-91)

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H. Posting of Vacancies

ARTICLE II-H: Posting of Vacancies

A. During the school year, prompt notice of all vacant positions, including vacancies in promotional positions, shall be posted in a prominent place in each school building and via school email and will be updated until filled. (05-06)

B. During the summer, notice of each vacant position, including vacancies in promotional positions, shall be posted promptly on the bulletin board outside the Board of Education Office, in each building, on the District's web site and via school email. In addition, any teacher currently employed by the District who is interested in other positions may, prior to leaving school for the summer, submit in writing to the Superintendent his/her interest in specified types of positions. A summer address, stamped self-addressed envelope and telephone number shall be provided so the Superintendent or appropriate principal can contact the teacher concerning any vacancies for which the teacher has expressed interest. (05-06)

C. Any teacher in the district with the required certification may apply for a vacancy. (03-04)

I. Involuntary Transfers and Reassignments

ARTICLE II-I: Involuntary Transfers and Reassignments

A. If a teacher has been noted to have become ineffective in her/his current position, after counseling with this teacher and providing opportunity for the teacher to correct the problem, it shall be the right of the Board to involuntarily transfer the teacher.

B. If, due to overstaffing or changes in enrollment or class sizes, it becomes necessary to transfer teachers the following criteria shall be used:

1. If only one person is qualified to fill a vacancy, he/she shall be moved for one contract year, unless it is in the best interest of the district and educational programs that the teacher remain in the transferred position.

2. Volunteers to transfer shall be moved first.

3. If more than one career teacher is being considered for involuntary transfer, the following criteria will be followed:

- a. The position being eliminated
- b. Teacher certification
- c. Total years teaching experience in the district
- d. Teacher preference
- e. Teacher effectiveness

4. If there are no volunteers, a list of vacancies shall be presented to the teacher to be moved and said teacher shall have first choice of vacancies.

5. A teacher shall be placed only in an equivalent position which does not involve a reduction in rank or compensation.

C. Notice of involuntary transfer or reassignment shall be given to a teacher as soon as practicable.

D. A transfer or reassignment shall be made only after a meeting between the teacher involved and the principal(s) involved, at which time the teacher shall be notified of the reason. In the event the teacher objects to the transfer or reassignment, upon request, the Superintendent shall meet with him/her.

(Adopted 04-05)

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J. Evaluation of Teachers

Article II-J: Evaluation of Teachers

A. Notification within two (2) weeks after the beginning of each school term, the building principal or appropriate supervisor shall acquaint each professional staff member under his/her supervision with the evaluation procedures, standards, and instruments. The purpose of this orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed. (90-91)

B. The evaluation instrument will be based upon the state minimum standards and the minimum criteria for effective teachers. (03-04)

C. Observation and Purpose:

1. All observations of a teacher shall be conducted for the purpose of evaluation toward the improvement of professional performance. (90-91)

2. All observations of a teacher shall be conducted with the full knowledge of a teacher. Nothing herein shall prevent the inclusion in the formal evaluation any data obtained through the casual observation of professional performance.(90-91)

3. If an administrator observes conduct of performance by a teacher which, at the time of occurrence, does not warrant a formal Plan for Improvement, but requires notice, the following procedures shall be used:

a. The teacher shall be notified verbally by the administrator of the unacceptable conduct or performance, verbally given suggestions to remediate the problem and a target date for remediation. Depending on the severity of the situation, this process may be initiated at step "b".

b. If the conduct or performance is not remediated, or is of sufficient severity, the administrator shall meet with the teacher to give written notice to the teacher of the problem. A copy of the notice will be given to the teacher and a copy retained in the unofficial working file of the administrator.

4. All complaints against a teacher must be substantiated and documented through a complete and thorough investigation before a disciplinary action is taken.
5. If it appears that disciplinary action is in order, the teacher(s) in question will be notified.
6. Except in emergency situations, teachers shall not be reprimanded in the presence of others.
7. If documentation of a disciplinary conference is to be made, the teacher shall have the right to have a representative present during the conference.
8. The administrator shall have the right to have a witness present during such conferences. (07-08)

D. Required Observations:

1. All probationary teachers shall be formally evaluated at least two (2) times each school year, once by the end of the first semester and once by the end of the third nine weeks. (15-16)
2. The teacher may request a third observation promptly after the second observation. (15-16)
3. All career teachers shall be formally evaluated by the end of the third nine weeks. (15-16)
4. The initial observation each school year will be scheduled with the teacher at least twenty-four hours in advance. (90-91)
5. Evaluators must conduct the observation conference with the teacher within five (5) instructional days of any classroom observation and provide the teacher with a copy. (15-16)
6. Because there must be adequate time for a teacher to reflect upon the information shared in the observation conference and the next observation, there must be at least ten (10) instructional days between an observation and the last observation conference. (15-16)

E. Written Evaluation and Conference

- A. A copy of the formal written evaluation shall be given to the teacher at a conference held between the teacher and the evaluating principal.
- B. The teacher shall acknowledge receipt of the evaluation by placing his/her signature thereon. The

teacher's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content. (90-91)

C. Within two (2) weeks after the evaluation, the teacher may respond and said response shall be made part of the formal evaluation. (90-91)

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F. Remediation

A. The evaluating principal shall provide the teacher with definite, positive assistance to improve the quality of teaching and to eliminate deficiencies noted in the evaluation. Such assistance shall be provided in writing as a plan for improvement. It shall be the responsibility of the principal who issues a plan for improvement to reevaluate the teacher so cited within the timeline provided. (90-91)

B. The plan for improvement shall allow a reasonable time for improvement, which time shall not exceed two (2) months. If the teacher does not correct the cause for potential dismissal or non-reemployment, within a reasonable length of time, the principal shall make a recommendation to the Superintendent for the dismissal or non-reemployment of the teacher. (90-91)

G. Complaints

A. Any complaint made against a teacher by any parent, student, or other person which may be used in evaluating the teacher shall be promptly called to the attention of the teacher, in writing, and the teacher shall be afforded the opportunity to discuss the complaint with the complainant and the evaluating administrator. (90-91)

TLE Professional Development Language (Due to change in state law) (17-18)

1. The District shall provide for the development of a focused and individualized program of professional development for the teacher that is consistent with the qualitative component of the TLE. The policy of professional development shall:

A. establish an annual professional growth goal for the teacher that is developed by the teacher in

collaboration with the building administrator,

B. be tailored to address a specific area or criteria identified through the qualitative component of the TLE,

C. allow the teacher or administrator to actively engage with learning practices that are evidence-based, researched practices that are correlated with increased student achievement,

D. be supported by the resources that are easily available, supplied by the school district or the State Department of Education, and paid from district funds (for materials, off-site conferences, workshops, etc.), and

E. does not increase current requirements for professional development.(17-18)

2. Evaluations may be conducted only by the building principal or a designee of the principal who has been trained to use the TLE system.(17-18)

● See TLE Evaluation Forms Page VIII C

● See Personal Development Plan VIII D

K. Student Discipline

ARTICLE II-K: Student Discipline

A. Upon request, the Superintendent will meet with a committee of teachers for the purpose of discussing discipline codes. The Superintendent shall select the committee from a list provided by C.E.A. each April consisting of two nominees from each building. One nominee from each building shall be chosen to serve on the committee. If requested by C.E.A., a new committee shall be nominated and selected each year.

B. At the beginning of the school year, the Principal shall review the discipline policies of the building and the district with the teaching staff. (90-91)

L. Confidential Personnel File

ARTICLE II-L: Confidential Personnel File

A. The Board shall maintain a confidential personnel file for each teacher in the Board of Education Office. The confidential personnel file may contain the following: (a) teacher evaluations and responses, (b) letters of commendation, reprimand, and/or admonishment, and (c) official personnel action documents.

B. Materials related to discipline or reemployment of the teacher which are placed in the personnel file shall be immediately called to the teacher's attention in writing. The teacher shall have the right to make a written response to all materials placed in the confidential personnel file. The written response shall also be placed in the confidential personnel file.

C. Upon mutual agreement of the teacher and the Superintendent, any materials related to discipline or reemployment may be removed from the confidential personnel file.

D. The teacher shall have the right, during normal business hours, to review and/or reproduce the contents of his/her confidential personnel file. At the teacher's request, a representative of his/her own choosing may accompany the teacher to the review. A teacher may also designate in writing that a representative, of his/her own choosing may conduct this review in place of the teacher.

E. A log shall be maintained indicating the persons who have examined a teacher's personnel file and the date.

F. Evaluation documents and the responses thereto shall be available only to the evaluated teacher, the Board of Education, and the administrative staff making the evaluation. (06-07)

M. Private Access to Telephone

ARTICLE II-M: Private Access to Telephone

A. All teacher telephone conversations shall be considered private and shall not be monitored or recorded.

(15-16)

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N. Reduction in Force

ARTICLE II-N: Reduction in Force

A. When the Board of Education determines that a reduction in the teacher workforce is necessary, the student and program needs of the district will be the primary criteria in establishing priorities for those to be released. (90-91)

B. In implementing a reduction in force, the position or positions to be eliminated will be determined by the Board first and, thereafter, the following procedures will be used to determine the teacher or teachers to be reduced as a result thereof: (90-91)

1. The Board will attempt to reduce the staff first by normal attrition. (90-91)
2. The positions eliminated will be the determining factor, not the teachers occupying those positions.
(90-91)
3. A licensed teacher in an eliminated position will be released first. (90-91)
4. A probationary teacher in an eliminated position will be released second. (90-91)
5. A career teacher in an eliminated position will be released third. (02-03)
6. If there is more than one career teacher in the position being reduced, the following criteria, in order, shall be used to determine which of the career teachers will be retained: (02-03)
 - a. Certification: Standard, then Provisional, then Temporary upon date of implemented RIF.
 - b. Total consecutive years teaching experience in the district.
 - c. Total years teaching experience
 - d. Years of teaching experience in the discipline. (i.e. early childhood, elementary or subject area)
 - e. Academic degrees: Doctorate, then Masters, then Bachelors.
 - f. Recommendations from the principal and/or Superintendent.
7. If all teachers in a position being reduced are probationary, the criteria in 6a-f will be used. (90-91)
8. A career teacher in an eliminated position will be reassigned to a position held by a licensed or

probationary teacher if the career teacher is certified for the position at the time of reduction. (93-94)

C. Recall Procedures

1. Teachers who are released because of a reduction in force will have priority for one (1) year from the time of the reduction to fill subsequent vacancies in positions for which they are certified and qualified. Teachers will be offered reemployment in reverse order of release according to the provisions of this agreement. (90-91)

2. Released teachers will be placed on a recall list. Teachers on the recall list will be notified by certified mail of the position vacancies for which they have priority. A teacher shall remain on the recall list unless the teacher: (03-04)

a. does not accept a position within ten (10) days from the mailing of notice of vacancy as provided above; or (01-02)

b. waives recall in writing (01-02)

O. Payment for Professional Development/Lunch Duty

Article II-O: Payment for Professional Development/Lunch Duty

A. All certified staff shall receive a payment of at least \$600 to be paid prior to the Thanksgiving Break in November. In order to receive this payment, each teacher shall:

1. perform site assigned lunch duty which shall be divided fairly among the site staff
2. complete state required staff development training by the November date designated by the district payroll clerk. Required staff development training modules are determined per state required mandates. (18-19)

P. Right to Representation

ARTICLE II-P: RIGHT TO REPRESENTATION

A. Members of the bargaining unit shall have the right, if so desired, to be accompanied by a Clinton teacher at any disciplinary conference with administrators. If documentation of a disciplinary conference is to be made, the administrator shall:

1. give reasonable notice (1 working day), except in emergency situations, of said scheduled conference.
2. inform the member of the subject to be discussed. (07-08)

III. Leaves

A. Sick Leave

ARTICLE III-A: Sick Leave

- A. Each teacher may be absent from his/her duties due to personal accidental injury, illness, or pregnancy or accidental injury or illness in the immediate family without loss of salary. (90-91)
- B. Each teacher will be given eleven (11) days per year which shall vest at the beginning of the school year. (05-06)
- C. The immediate family shall be defined as follows: child, spouse, father, mother, grandparents, siblings, son-in-law, daughter-in-law, mother-in-law, father-in-law, and grandchild. (91-92)
- D. Sick leave accumulation will be limited to seventy-five (75) days. (05-06)
- E. After a teacher's sick leave accumulation is exhausted, he/she will continue to be paid regular salary for up to twenty (20) days, less amount established by the Board, for regular compensation of a substitute teacher for each day the teacher continues to be absent. (90-91)
- F. The Board of Education reserves the right to verify illness for just cause for any suspected abuse of sick leave. (90-91)
- G. The Board of Education shall maintain sick leave records that will allow the teacher to apply for credit for 120 days to Teacher Retirement. At the beginning of each school year, each teacher shall receive notification of available accumulated sick leave and sick leave accumulation for retirement credit. (91-92)
- H. Principals may give permission to teachers to leave the building for medical reasons at the end of the student day. With approval, teachers will not be assessed any sick leave deduction. (adopted 91-92; moved 92-93)
- I. The leave form must be completed within twenty-four hours after the employee returns to work. (adopted 90-91; moved 92-93)
- J. Two days of sick leave annually may be taken in hourly increments. All other sick leave must be taken in 1/2 day increments except as noted in Paragraph H. (00-01) Page-III-1

B. Bereavement Leave

ARTICLE III-B: Bereavement Leave

A. Each teacher shall have a total of five (5) days of Bereavement Leave annually without forfeiture of pay to be used for deaths in the immediate family. Immediate family is defined as a relative to the second degree either by affinity or consanguinity. Two of the five days may be used for a death outside the immediate family. (07-08)

B. No bereavement leave shall be granted for a death occurring outside the contract year. (92-93)

C. Bereavement leave is non-cumulative. Additional bereavement leave may be requested and will be considered by the administration on an individual basis. (90-91)

D. The leave form must be completed within twenty four hours after the employee returns to work. (adopted 90-91; moved 92-93)

E. Bereavement leave may be taken on an hour per hour basis. (adopted 90-91; moved 92-93)

F. When an employee has exhausted the two days of leave for non-family members he/she may request additional bereavement leave from any remaining bereavement days. Such request shall be submitted in writing to the building principal and shall be subject to approval by the building principal and superintendent. (07-08)

C. Professional Leave

ARTICLE III-C: Professional Leave

A. A request to use Professional Leave shall be made by the Teacher to the Building Principal at least five (5) working days prior to absence. Each request will be judged on its individual merits and will be subject to approval by the Administration. Approved Professional Leave shall be taken with no loss of pay.

B. Professional leave must be taken in no less than 1/2 day increments. (92-93)

D. Leaves of Absence

ARTICLE III-D: Leaves of Absence

A teacher may be granted a leave of absence of one (1) or two (2) semesters without pay under the following conditions:

A. Disability. A teacher may be granted a leave of absence for substantiated extended disability after all sick leave has been exhausted.

B. Educational Improvement. A teacher may be granted a leave of absence for educational improvement. The teacher must show proof of satisfactory completion of at least six (6) hours per semester from an accredited college or university.

C. Child Care. A teacher may be granted a leave of absence for the purpose of child care or child rearing.

D. Childbearing/Adoption. A teacher may be granted a leave of absence for the purpose of childbearing/adoption.

E. Good Cause. Other leaves of absence may be granted as justified by the teacher and approved by the Superintendent.

1. Leaves of absence shall be requested in writing at least thirty days prior to the beginning date of the leave excepting leaves for disability or childbearing/adoption. Members requesting a leave of absence shall submit a written request to the Superintendent. Such request shall designate the beginning date of the requested leave of absence.
2. Upon return to duty following a leave of absence, the teacher will be returned to the same assignment if available. If the position of the teacher is eliminated the teacher shall be returned to a substantially equivalent position.
3. Seniority shall not be broken nor shall it continue to accrue while a teacher is on an approved leave of absence. Leaves of absence shall not extend past June 30 of the school year in which the leave commences.
4. The teacher may maintain all professional memberships and insurance premiums while on a granted leave of absence. (Adopted 90-91)

E. Professional Staff Special Leaves and Absences

ARTICLE III-E: Professional Staff Special Leaves and Absences

1. The Board of Education recognizes that the personal welfare of its employees may require an occasional short-term absence from duty. (90-91)
2. In the overall interest of the school system and the general welfare of its employees, a special leave of absence may be granted to a teacher to participate on a trip that was granted or won by the employee or other person. (90-91)
3. A teacher shall give his or her principal thirty (30) days notice in advance of any impending trips. The number of teaching days is limited to five (5), non-cumulative, with full loss of pay, 1/185 of the year's salary for each day absent. Proper lesson plans must be provided. Such leave is subject to approval by the principal and superintendent. (90-91)

F. Jury Duty Leave

ARTICLE III-F: JURY DUTY LEAVE

It is the policy of the Board of Education that an employee of the district may be granted leave for jury service and that said employee shall receive his/her full current salary. The district will deduct any compensation received for serving as a juror from his/her salary during such service. (Adopted 90-91)

G. Military Leave

ARTICLE III-G: Military Leave

Teachers who are members of the Reserve Forces of the Army, the Navy, the Marine Corps, the Coast Guard, the Air Force, or any other component of the Armed Forces of the United States, including members of the Air or Army National Guard, shall, when ordered by the proper authority to active duty or service, be entitled to a leave of absence from such civil employment for the period of such active service without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave of absence. (Adopted 90-91)

H. Maternity Adoption Leave

ARTICLE III-H: Maternity/Adoption Leave

A. Clinton Public Schools will comply with the Family and Medical Leave Act of 1993 (attached). All or any part of accumulated sick leave, and, if necessary, substitute sick leave (20 days) as provided by Oklahoma State Law, may be used for leave provided by the Family and Medical Leave Act of 1993. The use of the aforementioned leave is strictly at the discretion of the employee. (00-01)

I. Personal Leave

ARTICLE III-I: Personal Leave

A. Each teacher shall have four days Personal Leave (unrestricted except for Sections F and G.) annually. (05-06)

B. The Board shall pay the cost of the substitute on the first two days of Personal Leave and the teacher shall pay the last two days. (Aug 2011)

C. Effective the 2017-2018 school year, any unused district-paid Personal Leave days shall be rolled over to the following school year. Unused district-paid Personal Leave rollover days may accumulate up to a total of four (4) district-paid Personal Leave days in addition to the four (4) days of Personal Leave received annually. (17-18)

D. Teacher paid personal days may not be rolled over. (17-18)

E. Personal Leave shall be granted contingent upon the request being presented to the building principal within a reasonable amount of time prior to the date requested for leave (preferable one week or as soon as possible).

Emergencies will be taken into consideration. (05-06)

F. Personal Leave will be divided into 7 units per day or 28 total units. (05-06)

G. Personal Leave may be taken anytime during the school year with the following exceptions:

1. During the first two weeks or the last two weeks of school.
2. The day immediately preceding or following a holiday or vacation.
3. Days when school remains in session despite adverse weather conditions.
4. Days designated as parent/teacher conference days or nights.

1. Principals may, at their discretion, waive the conditions in subsections one, two, three or four above. The number of teachers absent from the building, activities planned for the school day and frequency of such requests shall be taken into consideration when approving leave under subsections one, two, three or four. (05-06)

J. Audits of Leave and Corrections

ARTICLE III-J: Audits of Leave and Corrections

Teachers should be aware of their need for absences and must be cognizant of the type of leave requested. Any leave approved and found later to be in error by a district audit will be corrected and proper deductions made after teacher notification. (Adopted 92-93)

K. National Board Certification Leave

ARTICLE III-K: National Board Certification Leave

A. If a teacher has been accepted into the program for National Board Certification, he/she shall be allowed to use two staff development days for preparation.

B. A request must be submitted in writing to the building principal and subject to approval by the principal and superintendent. (Adopted 01-02)

L. Sick Leave Sharing

ARTICLE III-L: Sick Leave Sharing

A. A sick leave sharing plan allowing employees in the district to donate sick leave to an employee who is suffering from or who is suffering from or who has a relative or household member who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment shall be established according to the following policy.

B. "Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee.

C. "Household member" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of dormitory or commune.

D. "Severe" or "extraordinary" means serious, extreme or life threatening including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom. (15-16)

E. "District employee" means a teacher or any full time employee of this school district.(15-16)

F. The district employee (or her / his representative) shall apply in writing for use of the sick leave sharing plan. Such leave shall be subject to approval by the Board of Education during Executive Session. (18-19)

G. The Board of Education shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition. (15-16)

H. In order to request days from the sick leave sharing plan the employee must:

1. meet the guidelines set out in A.
2. have exhausted all of his/her sick leave

3. have exhausted the additional twenty days substitute sick leave available through Board request.

I. When such a request is approved by the Board of Education during Executive Session, the staff shall be notified by requester and allowed to donate sick leave days to the requesting employee. The donor may donate an unlimited amount of days. The donee may receive no more than 100 days per school year. (18-19)

J. If days donated are not used they will be returned to all donating employees proportionately. (i.e. all employees donate 2 days only one is needed from each so 1 is returned to each)

K. For purposes of this policy, donated sick leave must come from the days an employee is allowed to use per year.

L. When using donated sick leave, the receiving employee shall be paid the regular rate of pay normally paid to the receiving employee. Shared sick leave may only be used by the recipient for the purpose stated in his/her request and may not be used after notification of pending reduction in force or termination.

M. This policy serves in conjunction with Oklahoma Statutes Title 70 Section 143, Sick Leave Sharing Programs and is not intended to supercede said Oklahoma Statute in anyway. In areas of conflict the Oklahoma Statutes will take precedent. (Adopted 01-02)

IV. Compensation

A. Pay Schedule

ARTICLE IV-A: Pay Schedule

A. Teacher's annual salary will be divided and paid in twelve equal increments.

B. Teacher's first warrant will be delivered on the last weekday in August and the last weekday in every month following for a total of twelve months with the last warrant being delivered on the last weekday of July. Weekday shall be defined as the last day of the month excluding weekends and legal holidays.

C. On months when school is not in session, warrants will be available on the last workday (excluding legal holidays) of the month at the Board/Administration Office at 1720 Opal Avenue, until 12:00 P.M. If warrants are not picked up by the aforementioned time and date, they will be mailed to the address listed for the individual in the Board/Administration Office. (15-16)

D. During the month of December warrants will be issued on the last day school is in session when funds are available.

(00-01)

Page IV-1

B. Personal Use of Automobile

ARTICLE IV-B: Personal Use of Automobile

A. Teachers who are required to travel between school sites during the workday will be compensated at the rate of \$300.00 per year. Less than daily travel will be prorated accordingly. (00-01)

C. Retirement

ARTICLE IV-C: Teacher Retirement

The Board of Education may reduce the amount of each teacher's individual total required retirement payment from that teacher's salary and forward the payment to the Oklahoma Teacher Retirement System in the name of the teacher. (Adopted 90-91)

F. Health Insurance Benefit

ARTICLE IV-F: Health Insurance Flexible Benefit Plan/Fringe Benefit

A. Teachers choosing to participate in the Health Insurance Plan offered by the “(Employee Group Insurance Division (EGID))” will receive a “Flex Benefit” from the State of Oklahoma amounting to 100% of the premium amount for the HealthChoice (Hi) option plan for an individual offered by the EGID. (15-16)

B. Teachers choosing not to participate in the State Health Insurance Plan will receive a “Flex Benefit” from the State of Oklahoma in the amount of \$69.71 per month as additional taxable compensation. (04-05)

G. Salary Schedule CPS Pay Schedule (approved 2019-2020)

ARTICLE IV-G

CLINTON PUBLIC SCHOOLS				
2019-2020 SALARY SCHEDULE				
YRS	BACHELORS	MASTERS	DOCTORATE	ST TR CREDIT
0	38021	39411	40601	60.15
1	38455	39845	41235	103.41
2	38889	40279	41669	145.65
3	39324	40714	42104	188.96
4	39758	41148	42538	233.33
5	40230	41620	48700	278.76
6	40693	42083	43474	325.26
7	41157	42547	43937	372.82
8	41620	43010	44400	421.44
9	42083	43474	44864	471.12
10	43104	44988	47365	521.87
11	43597	45641	47858	573.67
12	44090	45974	48351	626.54
13	44582	46467	48844	680.48
14	45075	46959	49336	735.47
15	45587	47472	49850	791.53
16	46080	47965	50343	848.65
17	46573	48458	50836	906.83
18	47066	48951	51329	966.07
19	47559	49444	51822	1026.38
20	48072	49958	52337	1087.75
21	48565	50451	52830	1150.18
22	49059	50944	53323	1213.68
23	49552	51438	53648	1278.23
24	50045	51931	54310	1343.85
25	51469	53391	55812	1410.53
26+	52269	54191	56615	1410.53

H. Schedule of Payment for Extra Duty

ARTICLE IV-H: SCHEDULE OF PAYMENT FOR EXTRA DUTY

All Activities:

- Workers: \$15.00 per hour
- Crowd Supervision \$50.00 per event

(18-19)

Page IV-6

V. Grievance Procedure

A. Grievance Policy

ARTICLE V- A: Grievance Procedure

A. Purpose: The purpose of this procedure is to secure at the lowest possible level equitable solutions to a claim of alleged violation, misinterpretation, or misapplication by the School District of a negotiated item.

B. Definitions

1. A grievance is defined as an alleged violation, misinterpretation, or misapplication by the School District of a negotiated item.

2. The grievant is the teacher or teachers making the claim.

3. "Days" shall mean work days.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as the maximum number of days allowed and every effort will be made to expedite the process.

5. If in the judgement of the Association, a grievance affects a group or class of teachers or the Association, the grievance shall commence at Level Two.

C. Procedure

Steps shall be followed in sequence, subject to be discontinued by the grievant at any point in the procedure.

1. Informal Procedure

A. When a Teacher believes that there has been a violation as described above, the teacher may within five (5) days of the knowledge of the problem discuss the matter with the site principal.

B. Within five (5) days of the informal meeting, the principal shall give an oral answer to the grievant.

2. Formal Procedure

A. Level One

1. If the grievant is not satisfied with the disposition of the grievance at the informal level, he/she may file the grievance, within five (5) days of the informal response, in writing with the principal citing the problem and the specific remedy sought.

2. The principal shall schedule and hold a formal meeting with the grievant within five (5) days after the receipt of the written grievance and shall transmit a written decision to the grievant within five (5) days of the meeting.

B. Level Two

1. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance within five (5) days of the Level One response with the Superintendent.

2. The Superintendent or his designee shall schedule and hold a meeting with the grievant within five (5) days after the receipt of the appeal and shall transmit a written decision to the grievant within five (5) days of the meeting.

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C. Level Three

1. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance within five (5) days of the Level Two response for transmittal to the Board of Education.

2. The Board of Education will hear the grievance at its next regularly scheduled meeting or a special meeting which has been called for that purpose. The Board shall transmit its written decision to the grievant within five (5) days of the meeting. The decision of the Board shall be final.

D. General Provisions

1. No reprisals will be taken against any teacher because of his/her participation in the grievance process.

2. The grievant and the administrator may each be represented by a person of their own choosing at levels I-II-III.
3. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these proceedings.
4. Hearings held under this procedure shall be conducted at a time and place which will afford all entitled to be present and an opportunity to attend.
5. Necessary forms for the filing of a grievance shall be mutually agreed upon by the Association and the Board and be made part of this Agreement.
6. Copies of official grievances, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate file and will not be kept in the personnel files of any of the participants.
7. Failure in any step of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
8. Failure to communicate the decision at any step of this procedure within the specified time limits shall permit the grievant to proceed to the next step.
9. Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record for that grievance.
10. The Board and the Clinton Education Association agree to establish a committee for the purpose of recommending a complaint procedure to be included in Board Policy. The C.E.A. President and the Superintendent will jointly form this committee. (Adopted 90-91)

B. Grievance Form 1

ARTICLE V-B: GRIEVANCE FORM

LEVEL ONE

Directions: One copy to the appropriate administrator and one copy to the grievant at the time the grievance is filed.

Date:

Grievant:

Grievant Signature:

Appropriate Administrator:

Alleged Violation, Misinterpretation, or Misapplication of the Agreement (Article and Section):

Date of Violation:

Relief Sought:

Administrative Decision:

Administrator's Signature:

Date:

(Adopted 90-91)

Page V-3

C. Grievance Form 2

ARTICLE V- C: GRIEVANCE FORM 2

LEVEL TWO

Directions: One copy to the appropriate administrator and one copy to the grievant at the time the grievance is filed.

Date:

Grievant:

Grievant Signature:

Appropriate Administrator:

Alleged Violation, Misinterpretation, or Misapplication of the Agreement (Article and Section):

Date of Violation:

Relief Sought:

Administrative Decision:

Administrator's Signature:

Date:

(Adopted 90-91)

Page V-4

D. Grievance Form 3

ARTICLE V- D: GRIEVANCE FORM

LEVEL THREE

Directions: One copy to the appropriate administrator and one copy to the grievant at the time the grievance is filed.

Date:

Grievant:

Grievant Signature:

Appropriate Administrator:

Alleged Violation, Misinterpretation, or Misapplication of the Agreement (Article and Section):

Date of Violation:

Relief Sought:

Administrative Decision:

Administrator's Signature:

Date:

(Adopted 90-91)Page V-5

VI. Savings Clause

ARTICLE VI: SAVINGS CLAUSE

If any provision of this Negotiated Agreement shall be found contrary to law by either court or an Attorney General's opinion, it shall be severed from the Negotiated Agreement and all other provisions or application of the Negotiated Agreement shall continue in full force and effect. (92-93)

If the parties mutually deem it necessary, the parties shall meet, within twenty (20) days for the purpose of negotiating a legally permissible replacement of the severed part. (92-93)

Duration of Negotiated Agreement

"This Agreement represents the full and complete agreement between the Board and the Association for the 2019-2020 fiscal year and shall remain in effect until replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement."

President, Board of Education President,
(Adopted 2004-2005)

Clinton Education Association

Page VII-1

A. Employee Absence Form

VIII Forms
A. Employee Absence Form

CLINTON PUBLIC SCHOOLS EMPLOYEE ABSENCE REPORT

<p>PRESS HARD Employee _____ Site _____ Date(s) of Absence _____ Number of Days _____ and/or Hours _____</p> <p>REASON FOR ABSENCE: SICK LEAVE Employee _____ Family _____ *In the categories below, please attach a copy of your approved request and list a reason for leave. CERTIFIED PERSONNEL Special Sick Hourly _____ Professional _____ BEREAVEMENT Immed. Family _____ Other _____ PERSONAL LEAVE Personal Business _____ Other Negotiated Leave _____ Special Leave _____ VACATION _____ YR _____ Reason: _____</p>	<p>PRESS HARD Substitute _____ No. Days _____ Address _____ City/State/Zip _____ Phone Number _____</p> <p style="text-align: center;">Certified [] Long Term Certified [] Non-Certified [] Teachers Substituting During Planning Period []</p> <p>Sub. Signature _____ Received by payroll _____ Date _____</p>
---	---

Principal/Supervisor Approval _____
 If no substitute was used for a teacher, who covered those duties? _____
 DISTRIBUTION: White and Green - Adm. Office Yellow - Employee Pink - Principal Gold - Sub

SPC38453

B. Extra Duty Form

Extra duty Activity Schedule

(Check One)

_____ I would prefer not to work extra duty.

_____ I am willing to work extra duty activity events. The rate of compensation is agreed to as shown in the extra duty schedule.

_____ I would prefer to work as a (Indicate several choices)

_____ Worker (Football)

_____ Worker (Basketball)

_____ Worker (Wrestling)

_____ Timer (Football)

_____ Timer (Basketball)

_____ Timer (Wrestling)

_____ Scorer (Football)

_____ Scorer (Basketball)

_____ Scorer (Wrestling)

Date _____

Signed _____

I would be willing to work a maximum of _____ events.

After all forms are collected at orientation, the duties will be assigned on a basis as equitable as possible.
(90-91)

C. Evaluation Form - Teacher / Counselor / Librarian:

C. Evaluation Form - Teacher/Counselor/Librarian

OKTLE
Oklahoma Teacher & Leader Effectiveness

Teacher: _____ Assignment: _____
Date: _____ Time: _____

Domain/Dimension: Classroom Management / Preparation
1. Teacher plans for and executes a lesson relating to short-term and long-term objectives.
Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable
Comment: _____

Domain/Dimension: Classroom Management / Discipline
2. Teacher clearly defines and effectively manages behavior.
Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable
Comment: _____

Domain/Dimension: Classroom Management / Building-Wide Climate Responsibility
3. Teacher assures a contribution to building-wide positive climate responsibilities.
Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable
Comment: _____

Domain/Dimension: Classroom Management / Lesson Plans
4. Teacher develops daily lesson plans designed to achieve the identified objectives.
Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable
Comment: _____

Domain/Dimension: Classroom Management / Assessment Patterns
5. Teacher acknowledges student progress and uses assessment practices that are fair, based on identified criteria, and support effective instruction.
Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable
Comment: _____

Domain/Dimension: Classroom Management / Student Relations
6. Teacher optimizes the learning environment through respectful and appropriate interactions with students, conveying high expectations for students and an enthusiasm for the curriculum.
Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable
Comment: _____

Domain/Dimension: Instructional Effectiveness / Literacy
7. Teacher embeds the components of literacy into all instructional content
Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable
Comment: _____

Domain/Dimension: Instructional Effectiveness / Current State Standards

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

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Involves All Learners

9. Teacher uses active learning, questioning techniques and/or guided practices to involve all students.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Explains Content

10. Teacher teaches the objectives through a variety of methods.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Clear Instruction & Directions

11. Teacher provides clear instruction and direction.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Models

12. Teacher demonstrates / models the desired skill or process.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Monitors

13. Teacher checks to determine if students are progressing toward stated objectives.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Adjusts Based upon Monitoring

14. Teacher changes instruction based on the results of monitoring.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Establishes Closure

15. Teacher summarizes and fits into context what has been taught.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Student Achievement

16. Effective development and use of modified assessments and curriculum for special education students and other students experiencing

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable
Comment:

Domain/Dimension: Professional Growth & Continuous Improvement / Professional Growth & Continuous Improvement
17. Growing and Developing Professionally

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable
Comment:

Domain/Dimension: Interpersonal Skills / Interpersonal Skills
18. Communicating with School Staff

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable
Comment:

Domain/Dimension: Interpersonal Skills / Interpersonal Skills
19. Communicating with School Stakeholders

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable
Comment:

Domain/Dimension: Leadership / Leadership
20. Contributing to School and Professional Communities

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable
Comment:

Domain/Dimension: Leadership / Leadership
21. Adhering to Professional Ethics

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable
Comment:

Notes:

OKTLE

Oklahoma Teacher & Leader Effectiveness

Teacher: _____ Assignment: _____
Date: _____ Time: _____

Domain/Dimension: Library Management / Library Management

1. Managing Student Behavior

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Library Management / Library Management

2. Creating a Culture for Learning

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Library Management / Library Management

3. Managing Library Procedures

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Library Management / Library Management

4. Collaborating with Teachers

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Library Management / Library Management

5. Administrative Management & Records

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Library Management / Library Management

6. Developing Collection

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Library Management / Library Management

7. Administering Library Budget

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Library Management / Library Management

8. Supervising Personnel

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Instructional Effectiveness

9. Demonstrating Knowledge of Curriculum

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Instructional Effectiveness

10. Supporting Instructional Goals

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Instructional Effectiveness

11. Demonstrating Knowledge of Traditional / NonTraditional Literature & Reading Support

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Instructional Effectiveness

12. Communicating Effectively with Students

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Instructional Effectiveness

13. Using Quality Questioning Techniques with Students

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Instructional Effectiveness

14. Assessing Students

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Instructional Effectiveness / Instructional Effectiveness

15. Developing Lessons

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Professional Growth & Continuous Improvement / Professional Growth & Continuous Improvement

16. Reflecting on Professional Effectiveness

OKTLE

Oklahoma Teacher & Leader Effectiveness

Teacher: _____ Assignment: _____
Date: _____ Time: _____

Domain/Dimension: Counselor Center Management / Work Area Environment

1. The Counselor will optimize the physical learning environment to assure efficacy / student learning advantage in alignment with counseling management best practices.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Counselor Center Management / Management of the Counseling Program

2. The Counselor plans for delivery of the school's counseling plan relative to short term and long term objectives.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Counselor Center Management / Building Climate

3. The school counselor contributes to a positive school climate by taking a proactive role in creating a safe, orderly and positive school environment.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: School Counseling Effectiveness / Monitors Student Progress

4. School Counselor monitors student progress to maximize student achievement.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: School Counseling Effectiveness / Demonstrates Accountability

5. School Counselor demonstrates accountability.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: School Counseling Effectiveness / Consultation and Collaboration

6. The School Counselor creates a professional receiving / open climate so as to insure that Faculty and Staff actively solicit the counselor's special expertise in students' emotional, career and academic progress.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: School Counseling Effectiveness / Assists with Building-Wide Assessment

7. School Counselor participates in the schoolwide assessment program.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: School Counseling Effectiveness / Demonstrates Skills and Temperament to Handle Crisis Interventions with Students and Families

8. School Counselor exhibits the skills and temperament to manage students' crises.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: School Counseling Effectiveness / Exhibits Professional Behaviors and Efficiencies

9. Exhibits behaviors and efficiencies associated with professionalism.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Professional Growth & Continuous Improvement / Uses Professional Growth as an Improvement Strategy

10. Uses professional growth as a continuous improvement strategy.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Interpersonal Skills / Effective Interactions/Communications with Stakeholders

11. Effective interactions and communications with stakeholders.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Interpersonal Skills / Participates in Fair Share Duties

12. Counselor participates in Fair Share Duties and Responsibilities.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Leadership / Leadership Involvements

13. School Counselor leads and participates in schoolwide efforts to involve parents.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Domain/Dimension: Leadership / Advocates for Educational Equity

14. School Counselor advocates effectively for equity issues affecting the educational progress of students.

Ineffective Needs Improvement Effective Highly Effective Superior Not Observed Not Applicable

Comment:

Notes:

D. Personal Plan For Improvement

OKTLE

Oklahoma Teacher & Leader Effectiveness

Teacher: _____

Type: Stand Alone / Observation Related/ Evaluation Related

Introduction:

Areas of Deficiency:

- Cite/Summarize the situation and/or Observation/Evaluation details
- Be sure to reference appropriate indicators

Performance Level Desired – Provide a list of Expectations:

Provide an Action Plan:

- Using SMART format (Specific, Measurable, Attainable, Resources attached, Timeline included)
- Including Assistance to be Provided

Conclusion:

The evaluator and the educator will review this PDP on (date) _____ at (time) _____ at (location) _____

If additional reviews are necessary, insert the date(s), time(s) and location of those meeting

Important Notes for Evaluator

- Evaluators are responsible for writing the PDP. If appropriate, an evaluator may write the PDP in collaboration with the educator receiving the PDP.
- The evaluator may seek assistance from outside sources when necessary—human capital partners, curriculum and instruction staff, legal counsel, etc.
- A PDP should support and assist the educator so that he or she becomes an effective educator.
- A PDP is typically issued when failure to comply with the directive(s) in the PDP may affect the educator's continued employment with the District.
- It may be issued in conjunction with an observation, an evaluation or as a standalone document.

**CLINTON PUBLIC SCHOOLS
CERTIFIED TEACHER CONTRACT**

This is a contract of employment between Independent School District No. 99 of Custer County, Oklahoma, Clinton School District and the person whose name appears below as a certified teacher (Certified Teacher).

Term: District employs Certified Teacher in the fiscal year 2019-2020 and for the work term shown below.

Compensation and Benefits: Certified Teacher shall receive the compensation and benefits approved by the District's Board of Education ("Board") for the position held during Fiscal Year in which the term of this contract of employment occurs. The Superintendent shall provide Certified Teacher with written notice of the employee's compensation and benefits for Fiscal Year when approved by Board.

Until Board has approved compensation and benefits for Fiscal Year, Certified Teacher shall receive the compensation and benefits Certified Teacher received in the previous fiscal year for the position held. When approved by Board, the compensation and benefits for Fiscal Year shall apply retroactively for services previously performed in Fiscal Year, unless otherwise provided. If Certified Teacher has been reassigned to a different position for Fiscal Year or was not employed in the previous fiscal year, Certified Teacher shall receive the compensation and benefits paid for the position in the previous fiscal year until the Board approves compensation and benefits for Fiscal Year.

Duties, Qualifications and Responsibilities: Certified Teacher's duties, qualifications, and responsibilities shall include those required for Certified Teacher's assigned position by law, regulation, policy, and applicable job description. District shall have the power and authority to reassign Certified Teacher to other positions and/or change any specific duties and responsibilities assigned to Certified Teacher, provided that any such reassignment and/or change in duties shall be according to any applicable provision of law, regulation, or policy. Certified Teacher shall maintain certification in the required areas based on Certified Teacher's assignment for the applicable Fiscal Year.

Rights and Limitations: Certified Teacher shall be entitled to all rights and be subject to all limitations provided for the position by any applicable provision of law, regulation, policy, or negotiated agreement, and no greater rights are intended to be provided by this Contract unless expressly stated in this Contract.

Miscellaneous: The following terms apply to this contract:

Work Term: **185** days

Fiscal Year: **2019-2020**

Beginning Date of Assignment: **08-01-2019**

Base Annual Salary: \$ _____

Name of Certified Teacher: _____

Teacher Signature

Superintendent of Schools

Initial Assignment: **Certified Teacher**

Ending Date of Assignment: **06-30-2020**

Degree: _____

Date of Contract: _____

Date

Board President

Temporary Certified Employee Contract

TEMPORARY TEACHER CONTRACT

This is a contract of employment between Independent School District No. 29 of Custer County, Oklahoma ("District") and _____ ("Temporary Teacher").

Term and Binding Effect: District employs Temporary Teacher in the fiscal year ("Fiscal Year") and for the temporary assignment term shown below. This contract shall be binding upon Temporary Teacher after signing by Temporary Teacher until the first of the following dates: 1) The date upon which the District's Board of Education ("Board") votes not to approve this contract; 2) The date upon which Temporary Teacher has been legally discharged from the teaching position or released by the Board from the contract; 3) The date this contract expires. This contract will be binding upon District upon approval by the Board until the date upon which Temporary Teacher has been legally discharged or released by the Board from the contract or until the date this contract expires, whichever occurs first.

Compensation and Benefits: Temporary Teacher shall receive the compensation and benefits approved by the Board for the position held during Fiscal Year in which the term of this temporary contract of employment occurs. The Superintendent shall provide Temporary Teacher with written notice of the employee's compensation and benefits for Fiscal Year when approved by Board.

Until Board has approved compensation and benefits for Fiscal Year, Temporary Teacher shall receive the compensation and benefits Temporary Teacher received or would have received in the previous fiscal year for the position held. When approved by Board, the compensation and benefits for Fiscal Year shall apply retroactively for services previously performed in Fiscal Year, unless otherwise provided. If Temporary Teacher has been reassigned to a different position for Fiscal Year or was not employed in the previous fiscal year, Temporary Teacher shall receive the compensation and benefits paid for the position in the previous fiscal year until the Board approves compensation and benefits for Fiscal Year.

Duties, Qualifications and Responsibilities: Temporary Teacher's duties, qualifications, and responsibilities shall include those required for Temporary Teacher's assigned position by law, regulation, policy, and applicable job description. District shall have the power and authority to reassign Temporary Teacher to other positions and/or change any specific duties and responsibilities assigned to Temporary Teacher, provided that any such reassignment and/or change in duties shall be according to any applicable provision of law, regulation, or policy, and shall in no way effect the temporary nature of this contract.

Rights and Limitations: Temporary Teacher shall be entitled to all rights and be subject to all limitations provided for the position by any applicable provision of law, regulation, policy, or negotiated agreement, and no greater rights are intended to be provided by this Contract unless expressly stated in this Contract.

TEMPORARY TEACHER ACKNOWLEDGES THAT AT THE TIME HE/SHE WAS OFFERED TEMPORARY ASSIGNMENT WITH DISTRICT, HE/SHE RECEIVED FULL WRITTEN DISCLOSURE OF ALL TERMS AND CONDITIONS OF THIS TEMPORARY CONTRACT. IT IS EXPRESSLY UNDERSTOOD BY TEMPORARY TEACHER THAT THE TEACHER HAS ACCEPTED EMPLOYMENT ON A TEMPORARY

BASIS, ONLY. THIS POSITION HAS NO CONTINUING CONTRACT RIGHTS. TEMPORARY TEACHER FULLY UNDERSTANDS THAT THE EMPLOYMENT WILL AUTOMATICALLY TERMINATE ON THE "ENDING DATE OF ASSIGNMENT" INDICATED HEREUNDER. TEMPORARY TEACHER, BY SIGNING THIS CONTRACT, AGREES THAT TEMPORARY TEACHER IS NOT ENTITLED TO ANY CONTINUING CONTRACT PROVIDING EMPLOYMENT DURING FOLLOWING SCHOOL YEARS. SINCE TEMPORARY TEACHER IS EMPLOYED ON A TEMPORARY BASIS, TEMPORARY TEACHER WILL NOT RECEIVE ANY FURTHER NOTICE FROM DISTRICT REGARDING THE FACT THAT THIS CONTRACT WILL NOT CONTINUE INTO THE SUBSEQUENT SCHOOL YEAR. TEMPORARY TEACHER ACKNOWLEDGES AND AGREES THAT TEMPORARY TEACHER IS NOT ENTITLED TO THE RIGHTS AND PROCEDURES SET FORTH IN THE TEACHER DUE PROCESS ACT OF 1990, 70 O.S. § 6-101.20, ET SEQ., OR TO THE RIGHTS AND PROCEDURES SET FORTH IN DISTRICT POLICIES REGARDING NON-REEMPLOYMENT OR REDUCTION IN FORCE.

Miscellaneous: The following terms apply to this contract:

Fiscal Year: _____ Initial Assigned Position: _____

Beginning Date - Temporary Assignment: _____

Ending Date - Temporary Assignment: _____

Base Salary:

DISTRICT

TEMPORARY TEACHER

Board President

Signature

Attest

Date

Date

**CLINTON PUBLIC SCHOOLS
EXTRA-DUTY CONTRACT**

This is an Extra-Duty Contract between Independent School District No 99 of Custer County, Oklahoma, Clinton School District and the person whose name appears below ("Employee") for the Extra-Duty Assignment shown below ("Extra-Duty Assignment").

Term: District employs Employee in the fiscal year 2019-2020 shown below. This contract shall end either upon termination as set forth below, upon completion of the Extra-Duty Assignment, or upon the end of Fiscal Year, whichever first occurs.

Compensation and Benefits: Employee shall receive the Extra-Duty Compensation shown below for the performance of the Extra-Duty Assignment. Such compensation shall be in addition to Employee's regular salary, if any, and shall be subject to applicable withholding requirements. District shall not make any payments under this Extra-Duty Contract until such time as Employee begins to perform the duties and responsibilities of the Extra-Duty Assignment. Upon the agreement of District and Employee, payments may be made during the performance of the duties of the Extra-Duty Assignment through the District's regular payroll procedure or may be made in a lump sum upon the conclusion of the performance of the duties of the Extra-Duty Assignment as selected below. In the event this agreement is terminated for any reason prior to completion of the work required of the Extra-Duty Assignment, Employee shall only be paid the appropriate pro-rata rate for extra-duty work performed.

Duties, Qualifications and Responsibilities: Employee's duties, qualifications, and responsibilities shall include those required for the Extra-Duty Assignment by law, regulation, policy, and applicable job description. District may change or add any duties and responsibilities assigned to Employee that relate to the Extra-Duty Assignment.

Rights and Limitations: This Extra-Duty Contract shall not grant to the Employee any property interest in the Extra-Duty Assignment, is not subject to the continuing contract law of the State of Oklahoma and is completely separate and severable from any other contract between Employee and District. This Extra-Duty Contract is an at-will contract which may be terminated by either party at any time and with or without any cause. No greater rights are intended to be provided by this Extra-Duty Contract unless expressly stated in this Extra-Duty Contract. If this contract is terminated, the Superintendent shall provide Employee with written notice of termination. No such notice shall be given upon the ending of the Extra-Duty Contract on the date set forth below, and Employee shall have no right to renewal of the Extra-Duty Contract or assignment.

Miscellaneous: The following terms apply to this contract:

Fiscal Year: 2019-2020

Extra-Duty Assignment:

Extra-Duty Compensation:

Method of Compensation:

Beginning Date of Assignment:

Ending Date of Assignment:

Name of Employee:

Date: _____

Employee

Superintendent of Schools

Board President

CLINTON PUBLIC SCHOOLS
SUPPORT EMPLOYEE CONTRACT

This is a contract of employment between Independent School District No. 99 of Custer County, Oklahoma, Clinton School District and the person whose name appears below as a Support Employee (Employee).

Term: District employs Employee within the fiscal year 2019-2020 and for the work term stated below.

Compensation and Benefits: Employee shall receive the compensation and benefits approved by the District's Board of Education (Board), either pursuant to a hourly negotiated agreement or otherwise, for the position which is stated below (Position).

Until the Board has approved compensation and benefits for the Fiscal Year, Employee shall receive the compensation and benefits provided in the previous fiscal year for the Position. The hourly compensation and benefits for the Fiscal Year, when approved by the Board, shall apply retroactively for services previously performed in Fiscal Year, unless otherwise provided; provided that, if Employee did not work during the previous fiscal year, Employee shall receive notice, when initially employed, of Employee's hourly compensation and benefits for the Fiscal Year. Such compensation and benefits shall not be retroactively modified, unless otherwise approved by the Board.

The Personnel Department shall provide Employee with written notice of Employee's compensation and benefits for the Fiscal Year when approved by the Board. The distribution of a negotiated agreement shall be adequate notice of any applicable compensation and benefits contained therein.

Duties, Qualifications and Responsibilities: Employee's duties, qualifications and responsibilities shall include those required for the Position by law, regulation, policy, and applicable job description. The District shall have the power and authority to reassign Employee to other positions and/or change any specific duties and responsibilities assigned to Employee, provided that any such reassignment and/or change in duties shall be according to any applicable provision of law, regulation, policy, or negotiated agreement.

Rights and Limitations: Employee shall be entitled to all rights and be subject to all limitations provided for the position by any applicable provision of law, regulation, policy, or negotiated agreement, and no greater rights are intended to be provided by this contract unless expressly stated in this contract.

Miscellaneous: The following terms apply to this contract:

Work Term:

Hourly Rate:

Fiscal Year: 2019-2020

From: 8-1-2019 To: 6-30-2020

Position:

Date of Contract:

Name of Support Employee:

Employee Signature

Date

Superintendent of Schools

Board President

F. Procedural Agreement

I. PURPOSE

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

II. RECOGNITION

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

2.2 The Board hereby recognizes the Association as the exclusive representative for the bargaining unit consisting of all certificated and licensed employees, whether full-time or part-time, whether under contract or on approved leave, who do not hold supervisory authority with respect to other certificated and licensed employees of the Clinton Public Schools. The Board agrees not to recognize any other employee organization as the representative of the members of the bargaining unit for the duration of this Agreement. Further, no individual member of the bargaining unit shall negotiate with the Board except through their duly recognized bargaining representative in regular negotiation sessions.

2.3 Neither the Board nor the Association shall discriminate against any person regardless of membership or nonmembership in the Association or for participation or nonparticipation any phase of the bargaining process.

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 policy including but not limited to the functions and programs of the District, the determination 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 designate in writing, at the first negotiation session the names of not more than five (5) persons who shall serve as their respective representative for negotiations pursuant to the provisions of this Agreement. Each party shall also designate the person on its team who will serve as spokesperson, however, any team member may speak to any issue at the bargaining table with the permission of his / her spokesperson.

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 that year. If no such request is made during the time period above, negotiations will not take place for the ensuing year.

4.2.2 The first negotiation session shall occur on a mutually agreeable date not more than twenty (20) days from the

date of the written request to open negotiations.

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

4.3 Negotiation Sessions

4.3.1 Only members of the respective negotiation teams may be present during negotiation sessions, except that each party shall also be entitled to have a consultant present at the bargaining table. Other parties may be permitted to be present only by mutual agreement of the parties.

4.3.2 No official recordings or official transcripts shall be made without mutual agreement of the parties. The parties may individually take unofficial notes or make unofficial recordings for their own informational purposes.

4.3.3 Negotiations will only be conducted 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.

4.3.5 During negotiation sessions, each party is free to caucus at any time.

4.3.6 Upon written request of the Association, the Board shall provide all public information requested.

4.3.7 Other meeting ground rules, such as smoking and refreshments, shall be set by mutual agreement at the table.

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 to the membership of the Association for ratification and then to the Board for ratification. Once ratified by both parties, tentative agreements become final agreements.

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 impasse, or, by mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school.

5.2 Within two (2) days of such declaration, the parties shall request the services of the Federal Mediation and Conciliation Service.

5.3 If the mediation process has failed to bring about agreement on all items, 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, within fifteen (15) days, as follows: Each representative shall submit a list of five (5) names. If no name is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the other party's list. The parties will then continue alternately striking names off each other's list until only one (1) name remains. The remaining name shall be considered as the parties' selection

as the third member who will be the chairperson of the fact finding committee.

5.3.2 The committee shall meet with the Board's duly designated representatives and with the Association's 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 hearing, 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, either party may discontinue such effort.

VI. SAVINGS CLAUSE

6.1 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.

6.2 If the parties mutually deem it necessary, the parties shall meet, within twenty (20) days, for the purpose of negotiating a legally permissible replacement for the severed part.

VII. DURATION OF AGREEMENT

7.1 This Agreement shall continue in effect for successive fiscal year periods unless notice is given, in writing, between April 1 and April 30 of any year, by either party, that the party desires to modify or amend this Agreement. Once such notice is given, negotiations related to changes in this Agreement shall commence on a mutually agreeable date within thirty (30) days of such notice. (17-18)

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

G. Observation of Regulations

The Teacher, Administration, and Board of Education shall observe the regulations and policies of the District. Each school shall be provided a copy of the District's Policies and Oklahoma School Codes. Teachers shall be notified of any changes as they occur.

(93-94)

Paul Adams

Letitia N. Arney

Board of Education President

Clinton Ed. Assoc. President

(19-20)