

**Weatherford Public Schools  
Weatherford, Oklahoma**

**NEGOTIATED AGREEMENT**

SCHOOL YEAR 2021-2022

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**DATE RATIFIED:**

WEATHERFORD SCHOOL BOARD: \_\_\_\_\_

WEATHERFORD ASSOCIATION OF CLASSROOM TEACHERS: \_\_\_\_\_

**Weatherford Public Schools  
Weatherford, Oklahoma  
Article I**

**PROCEDURAL AGREEMENT**

Whereas the Board of Education of Weatherford Public Schools, Independent School District 26 of Custer County, Oklahoma, hereinafter referred to as the "Board", said Board being the legal representative of the electors of Independent School District Number 26 of Custer County, the Weatherford Association of Classroom Teachers, hereinafter referred to as the "Association", said association being the certified representative of the professional educators of the district as prescribed by 70-509 of Oklahoma Statutes hereby enter into the following agreements regarding negotiations:

**1.1 DEFINITIONS**

- A. Professional Educators being defined as a certified or licensed public school teacher.
- B. Administrators being defined as a duly certified person who devotes a majority of time to service as a superintendent, principal, supervisor, assistant principal or in any other administrative or supervisory capacity in the school district.
- C. Day being defined as a non-holiday weekday.

**1.2 RECOGNITION**

The Board recognizes the Association as the exclusive bargaining agent of all Professional Educators.

**1.3 PURPOSE AND PARTICIPATION**

The general purpose of this procedural agreement is to establish rules and guidelines to ensure an orderly process by which the Board and Association may negotiate concerning items affecting the performance of professional services.

**1.4 SCOPE OF BARGAINING**

The Board of Education and the representatives of the organization must negotiate in good faith on items affecting the performance of professional services.

**1.5 STATUTES AND POLICIES**

The Board and the Association shall abide by all applicable state and federal statutes, rules and regulations. No agreement shall abrogate the legal rights, obligations, and powers of the Board.

**1.6 NEGOTIATING TEAM**

No more than five (5) designated representatives of the Board will meet with not more than five (5) representatives of the Association for the purpose of

negotiations. Lists of negotiators will be exchanged at the first negotiations meeting. The negotiations will represent each team for one year unless otherwise appointed by the Board or elected by the Association. All negotiations shall take place exclusively between the designated representatives of the parties. Only those members who comprise the negotiating teams will be present in the room during negotiations with the exception of guests agreed upon by both teams.

## 1.7 PROCEDURES

- A. Meetings – A mutually acceptable meeting date and place shall be set not more than fifteen (15) days following a request to meet. All Association proposals for negotiations shall be presented in writing at the first meeting. All Board proposals for negotiations shall be presented in writing at the second meeting. All meetings shall be held at times and places mutually agreed upon, provided, however, that no more than 15 days shall elapse between each meeting when requested and each meeting shall not exceed three hours unless extended by mutual agreement.
- B. Exchange of Information – Upon reasonable request, the teams shall provide each other with available information regarding negotiations.
- C. The Agreement – When agreement is reached between the negotiating teams on any proposal, the proposal shall be reduced to writing, distributed to both teams, and marked “tentative agreement.” When final total agreement is reached, it shall be submitted and recommended first to the association for ratification. After ratification by the Association, the agreement shall be recommended to the Board. Upon approval, and after necessary action by the Board, the terms of the agreement shall be implemented. No further negotiations will take place until a formal request is made.
- D. Impasse Procedure – An effort shall be made by both sides to avoid impasse. Should an impasse arise, within ten (10) days of the declaration of the same, a three-member committee shall be selected. This committee shall meet with the Board or its representatives and the duly designated representatives of the Association for the purpose of fact finding within ten (10) days. The purpose of this committee shall be to make recommendations to the Board and the Association within thirty (30) days after their appointment.
- E. Amendments – Changes, modifications, or amendments to the agreement can be made only as mutually agreed upon by the Association and the Board.
- F. Expression of Agreement – If the Association continues as the exclusive negotiating representative of the Professional Educators for additional time, this agreement will automatically be extended for such additional periods of time; otherwise, it will expire as of the date that the Associations’ representation of Professional Educators shall terminate as provided by Oklahoma School Law.

## 1.8 BARGAINING UNIT DEFINED

The bargaining unit includes all professional educators who do not hold supervisory authority with respect to other Professional Educators.

## **ARTICLE II**

### **EMPLOYEE AND ASSOCIATION RIGHTS**

#### **2.1 EXTENT OF AGREEMENT**

This agreement shall constitute the full and complete commitments between both parties. It may be modified only through subsequent negotiations conducted in accordance with the provisions of the Procedural Agreement. Any individual Professional Educator's contract shall be expressly made subject to and consistent with the terms and conditions of this agreement. This agreement shall take precedence over any rules or practices of the Board or its agents, which shall be contrary to or inconsistent with its terms and conditions.

#### **2.2 DURATION OF AGREEMENT**

This agreement shall remain in effect until replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement, provided that the monetary sections of this Agreement shall not continue to be in effect beyond the current fiscal year.

#### **2.3 SAVINGS CLAUSE**

If any article or part of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the agreement shall not be affected thereby.

## **ARTICLE III**

### **TEACHER EVALUATION**

The rating scale for each teacher shall be a 5 point scale, where 5- 4.8 is Superior, 3.8 to under 4.8 is Highly Effective, 2.8 to under 3.8 is Effective, 1.8 to under 2.8 is Needs Improvement, and under 1.8 is Ineffective.

The evaluation process shall be as follows:

The Weatherford Board of Education believes that personnel evaluation is a mutual endeavor among all staff members and the board to improve the quality of the educational program. The improvement of the district's educational efforts must be a joint responsibility of the school district and the individual educator.

All certified staff members shall be evaluated using Tulsa's TLE Observation and Evaluation System. The completed evaluation shall be retained in the personnel file of the person being evaluated. The evaluation instrument is a confidential document and shall be protected accordingly. Probationary teachers shall receive

formative feedback from the evaluation process at least twice each year. One evaluation shall occur during the fall semester, and another during the spring semester. Every teacher will be evaluated once every year, except for career teachers receiving a “superior” or “highly effective” who may be evaluated once every three years. Evaluations of teachers shall be made by the appropriate certified principal, or other designated certified administrative person. See attached document for details: [Tulsa Model Definitions.pdf](#)

The teacher's signature on the evaluation instrument shall serve only to reflect the teacher's acknowledgment that an evaluation was conducted. A copy of the completed evaluation instrument will be provided to the teacher.

The completed evaluation shall be retained in the personnel file of the person being evaluated. The evaluation instrument is a confidential document and shall be protected accordingly. Except by order of a court of competent jurisdiction, evaluation documents and the responses thereto shall be made available only to the evaluated person, the board of education, the administrative staff making the evaluation, the board and administrative staff of any school to which the evaluated person applies for employment, and such other persons as specified by the teacher in writing and shall be subject to disclosure at a hearing or trial de novo.

If the evaluation discloses any areas in which improvement can be reasonably expected and desired, the principal shall discuss those areas with the teacher and offer suggestions and recommendations as to how the improvement may be achieved. Such recommendations shall be recorded on the evaluation instrument.

When the evaluating administrator identifies poor performance or conduct that the administrator believes may lead to a recommendation for the teacher's dismissal or non reemployment, the administrator will admonish the teacher in writing and make reasonable effort to assist the teacher in correcting the poor performance or conduct; and establish a reasonable time for improvement, not to exceed two months.

If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation to the superintendent for the dismissal or non reemployment of the teacher.

***The board shall review this evaluation policy on an annual basis following consultation or involvement by representatives selected by the teachers in this district.***



## ARTICLE IV

### EMPLOYEE COMPENSATION AND FRINGE BENEFITS

All compensation and fringe benefits are provided only for the 2021-2022 fiscal year.

#### 4.1 FULL EXPERIENCE CREDIT

The Professional Educator shall be awarded full credit as provided by the law for teaching experience out of the district.

#### 4.2 CAREER SALARY SCHEDULE

The salary schedule is set forth in Appendix A which is attached hereto and incorporated herein as a part of this agreement. The schedule is based on a 182-day school calendar. **Speech Pathologists will be exempt from the career salary schedule and will be at the discretion of the board.**

#### 4.3 EXTRA DUTY

Extra duty jobs are defined as those assignments made by contractual agreement with Professional Educators that exceed the normal workday and are designated by contractual agreement as extra duty assignments. **If the Board of Education adds an extra duty position then the Board will set the initial salary range. Thereafter that salary range will be negotiated.** Extra duty schedule set forth in **Appendix B.**

#### 4.4 RETIREMENT OF PROFESSIONAL EDUCATORS

All Professional Educators are required to accept coverage by the Oklahoma Teachers Retirement System and by Social Security. Professional Educator's contribution is by payroll deduction. Professional Educators leaving Oklahoma prior to retirement may request contribution for the school year.

#### 4.6 FRINGE BENEFITS

The Weatherford Board of Education will provide the following fringe benefit package for the Professional Educators:

- a. Workers' Compensation
- b. Unemployment Insurance
- c. Professional Liability Insurance
- d. \$20,000 Term Life Insurance (beginning January 1, 2008)

#### 4.9 ISSUANCE OF PAYCHECKS

Professional Educators will receive one paycheck, payable on the 20<sup>th</sup> of the month or the last workday of the week prior to the 20<sup>th</sup> of each month. Extra duty pay will be included in this check.

## ARTICLE V

### LEAVES

GENERAL STATEMENT: Professional Educators are to notify their respective principal when absent of the type of leave to be charged. Leaves are charged in multiples of 1/2 day and full day increments.

#### 5.1 SICK LEAVE

- A. Full time Professional Educators are eligible for ten (10) days per year, at no cost to the Professional Educator, for the purpose of dealing with personal accidental injury, illness, pregnancy, or accidental injury, illness or death in the immediate family.

Family members include: spouse, mother, father, brother, sister, children, grandparents, grandchildren, spouse's parents, nieces and nephews. Sick leave for pregnancy will be determined by the Professional Educator's physician. A statement by the physician may be required. Included in said leave, in addition to recovering from illness in the home, are the following: office visits to physicians, dentists/orthodontists, pharmacy, and travel to and from essential health professionals. Travel out of Weatherford, in conjunction with appropriate sick leave activities, broadens the range of acceptable activities that may occur in conjunction with the exercise of sick leave. Use of sick leave for the assistance of family members assumes that the Professional Educator's physical presence is required primarily for the care of the family member, and no other activities, unless expressly described in policy. Sick leave accumulates annually as per existing policy.

- B. Sick leave accumulates at the rate of ten (10) days at the beginning of each school year to a maximum of seventy (70) days for a Professional Educator with zero to ten years experience, eighty (80) days for a Professional Educator with eleven to fifteen years experience and ninety (90) days for Professional Educators with sixteen or more years experience. Professional Educators transferring from other Oklahoma Public School districts without a break in service may transfer up to sixty (60) sick leave days.
- C. If, after exhausting all sick leave, a Professional Educator is absent from his/her duties due to personal accidental injury, illness or pregnancy, the Professional Educator shall receive the full salary less the cost of a substitute for his/her position for an additional twenty (20) days. After all provisions for pay in the sick leave policy are exhausted, 1/183<sup>rd</sup> of the salary will be deducted for each day absent. A Professional Educator may, upon application to and approval from the Board of Education, be granted a leave of absence without pay for any sickness named under sick leave.



5.2 BEREAVEMENT LEAVE

- A. Five (5) days for any funeral. Additional days for immediate family (as previously defined) are allowable and are charged against sick leave. Substitute payment will be by the Board of Education. Does not accumulate annually.
- B. (Professional) Staff members who are attending the funeral of a co-worker, a student, or a family member, and are representing the school, will attend under professional leave status rather than bereavement leave.

5.3 UNUSED SICK LEAVE

A Professional Educator retiring from the Weatherford Public School District may, by making application to the district, be paid for each unused sick leave in excess of one hundred twenty (120) days used for retirement according to the following schedule:

| Years of Service in the District | Amount per day |
|----------------------------------|----------------|
| 5                                | \$25           |
| 6                                | \$30           |
| 7                                | \$35           |
| 8                                | \$40           |
| 9                                | \$45           |
| 10                               | \$50           |

Professional Educators employed for more than ten (10) years by the district shall be paid \$50 for all unused sick leave days above one hundred twenty (120) days.

5.5 MILITARY LEAVE

Professional Educators who are members of the Reserve Corps, the Army, Navy, Marine Corps, Coast Guard, Women’s Auxiliary Corps, or any other component of the Armed Forces of the United States, including the National Guard, shall, when ordered by the proper authority to active duty or service, be entitled to leave of absence for the period of such active service without loss of status and without loss of pay during the first thirty (30) days of such leave of absence. Does not accumulate annually.

5.6 JURY DUTY LEAVE

Professional Educator shall be granted leave to serve on a jury or as a witness subpoenaed in a criminal, civil, or juvenile proceeding. A Professional Educator serving as a juror or subpoenaed witness shall be paid his/her full contract salary less any compensation received for such service, exclusive of parking or mileage reimbursement. Does not accumulate annually.

## 5.7 PROFESSIONAL LEAVE

Professional Educators may, upon application to and approval from the Board of Education, be granted a professional leave (study and/or work through an institution of higher learning) for a period of one (1) year without pay. Requests for reinstatement following approval of reinstatement shall be made by March 1<sup>st</sup> to the Superintendent. Failure of a Professional Educator to request reinstatement shall be deemed to be a resignation of employment by the Professional Educator.

## 5.8 OTHER ABSENCES

All absences from employment herein not provided for shall be at full loss of pay, 1/182 of the contract salary per day absent.

## 5.10 PERSONAL LEAVE

- A. If a substitute teacher is not available, personal leave may be denied by the building principal except in the case of an emergency. An emergency is either 1) an unforeseen event or occurrence which may result in financial loss or 2) serious matters of a family nature. A total of five personal leave days may be taken each year. Three (3) days per year at no cost to the Professional Educator and two (2) days at the cost of a certified substitute including fixed costs. Purpose of said leave is solely at the discretion of the Professional Educator. The two (2) days at the cost of a certified substitute must be paid at the administration building before leave is taken except in the case of an emergency; then it must be paid as soon as the Professional Educator returns. Other than personal leave for an emergency, Professional Educators may not take personal leave during state mandated testing. Three (3) days advance notice is required except in the event of an emergency. Personal leave may be granted in half day or whole day increments. Professional Educator requesting personal leave, in the event of an emergency, will provide a rationale for the emergency status. Personal leave does not accumulate from year to year as personal leave. The (3) days per year at no cost to the Professional Educator of unused personal leave will accumulate to accrued sick leave. The two (2) days at the cost of a certified substitute will not accumulate.
- B. (EXCESS) Leave in excess of five (5) days may be granted at a cost of the Professional Educator's daily rate of pay; requires Superintendent approval. In the event said approval is not granted, the Professional Educator may petition the Board for such leave at the next regular meeting.

## 5.11 ASSOCIATION LEAVE

Upon application to and approval of the Superintendent of schools, the president of the Association may be granted leave for use by the president and/or his/her designee(s), to conduct the business of the Association. Such leave shall be limited to no more than five (5) days per year and shall be

non-accumulative. Five (5) days will not be taken by a single individual. The Association shall pay the cost of a substitute teacher for each day granted.

#### 5.12 SICK LEAVE SHARING PROGRAM

- A. Professional Educators may donate sick leave to another Professional Educator who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the Professional Educator to take leave without pay or to terminate employment.
- B. The Professional Educator may donate fifteen (15) days per year provided the Professional Educator's sick leave balance does not fall below twenty (20) days.
- C. A Professional Educator may receive up to twenty (20) donated days. If that leave is exhausted, the Professional Educator may apply for an additional twenty (20) days. No Professional Educator may receive more than one hundred (100) donated days during the course of the Professional Educator's employment.
- D. A Professional Educator requesting donated days must first provide the Board with a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.
- E. An Professional Educator receiving donated days will be compensated his or her normal rate of pay for days on which donated leave is used. All sick leave available for use by the recipient must be used prior to the use of shared leave.
- F. Any shared leave not used by the recipient shall be returned to the donors on a prorated basis based on the original donations.
- G. For the purpose of this program, "relative of the Professional Educator" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the Professional Educator, and "household member" means one who resides in the same home as the Professional Educator and who shares a duty to provide financial support with the Professional Educator.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### 6.1 DEFINITIONS

- A. A “grievance” is defined as an alleged violation of the interpretation, meaning, or application of any of the provisions of the negotiated agreement.
- B. A “grievant” is the person or persons of the Association making the claim.

#### 6.2 PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances as defined in this agreement.

#### 6.3 INITIATION AND PROCESSING OF A GRIEVANCE

##### Level One

- A. The grievance shall be stated in writing, signed by the grievant and lodged with the principal on the form provided in Appendix “E”, attached hereto made a part hereof.
- B. The “Statement of Grievance” shall be filed within twenty (20) days of the action giving rise to the grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of the agreement alleged to be violated, shall state the contention of the employee and of the Association in respect to these provisions and shall indicate the specific relief requested.
- C. Within ten (10) days after receiving the grievance, the principal or his representative shall send his answer on the original form to the grievant and a copy to the Association Building Representative.

##### Level Two

- A. If the grievance is not resolved at Level One, the grievance may, within ten (10) days of receipt of the principal’s answer, submit to the Superintendent and/or his representative, a written “Statement of Grievance” signed by the grievant.
- B. Appeals to the Superintendent and/or his representative shall be heard by the Superintendent and/or his representative within ten (10) days of his receipt of the appeal. Written notice of the time and place of the hearing shall be given to the grievant at least three (3) days prior to the hearing.
- C. The Superintendent and/or his representative shall give the grievant an answer in writing no later than ten (10) days after hearing of the grievance. If further

investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and/or his representative and the grievant and/or his representative.

### Level Three

- A. Within ten (10) days after receiving the decision of the Superintendent and/or his representative, an appeal from the decision may be made to the Board of Education. It shall be in writing and accompanied by a copy of the decisions at all previous levels.
- B. Appeals to the Board and/or their representative shall be heard within fifteen (15) days of the receipt of the appeal. Written notice of the time and place of the hearing shall be given by the Board of Education and/or their representative five (5) days prior thereto to the Superintendent and the grievant and/or his representative.
- C. Within fifteen (15) days of hearing the appeal, the Board of Education and/or their representative shall communicate to the grievant and all other parties officially involved with the grievance its written decision, which shall include the supporting reasons therefore. If further investigation is needed, additional time may be allowed by mutual agreement of the Board of Education and/or their representative and the grievant and/or his representative.

#### 6.4 GENERAL PROCEDURES

- A. In the event a grievance is filed at such time that it cannot be processed through all the steps in the Grievance Procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to the party of interest, the time limits set forth, herein, will be reduced by mutual agreement of the Board and the grievant so that the procedure may be exhausted prior to the end of the school year.
- B. Any member of the Association who is directly involved in a grievance shall not serve on any Association committee charged with processing the grievance. In such cases, the Association shall have the right to substitute a different representative for the one originally designated as its representative for a particular school, provided such substitution is made in writing to all parties in interest.
- C. Nothing herein contained will be construed as limiting the right of any Professional Educator having a grievance to discuss the matter informally and confidentially with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the negotiated agreement.
- D. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including

witnesses, entitled to be present to attend. Such hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.

- E. No Professional Educator shall be discriminated against by the Board of Education, Superintendent, or any other administrative officer of the district or by the professional organization because of his/her exercise or non-exercise of rights under this grievance procedure.
- F. If a Professional Educator elects to pursue any legal or statutory remedy for any grievance, such pursuit is allowed only after all appeals within the grievance procedure are exhausted.
- G. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next level of this procedure.
- H. Any grievance not advanced from one level to the next within the time limits of that level, shall be deemed resolved.
- I. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the permanent central office files of the participants.
- J. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
- K. If the grievance arises from an action of authority higher than the principal of a school, the Professional Educator may present such grievance at Level Two of this procedure.

## **ARTICLE VII**

### **TRANSFER**

#### **7.1 REQUEST FOR TRANSFER**

Professional Educators shall make a request for transfer from his/her current position to another position within this district by filing a completed simplified "Request for Transfer" form (see Appendix D) with the Board of Education at the Administration Building on or before March 15. That applicant, along with all other applicants for that position, will be considered. The Board of Education will respond to the request on or before August 1.

In-house applications for transfer may or may not be considered for openings occurring after August 1 or after the Board has responded to the request for transfer at the discretion of the Board.

## ARTICLE VIII

### REDUCTION IN FORCE

- 8.1 The Weatherford Public Schools recognizes that under the statutes of the State of Oklahoma (70-5-117), the Board of Education has the duty and the power to “maintain and operate a complete public school system of such character as the Board of Education shall deem best suited to the needs of the school district.” In order to accomplish this statutory mandate in situations where there is a decreasing student enrollment, elimination of programs, loss or decrease of funds from a district-funding source, a reduction in force policy is hereby adopted to provide a fair and orderly method of reduction. The Weatherford Board of Education will strive to maintain an optimum level of efficiency within the professional staff of the school district. The position will be the determining factor for elimination and not the Professional Educator who holds that position. Position elimination will be executed without discrimination regarding race, sex, handicap, color, religion, age, or national origin.

Should the Board determine that there is a need for staff reduction, the following will serve as a sequence for this reduction: first, normal attrition, second, voluntary resignation, third, one-year voluntary leave of absence, and fourth, reduction in force.

#### 8.2 DEFINITIONS

- A. Career Teacher: a teacher who has completed three (3) or more consecutive, complete school years in such capacity in Weatherford Public Schools under a written contract.
- B. Probationary Teacher: a teacher who has completed fewer than three (3) consecutive, complete school years in such capacity in Weatherford Public Schools under a written contract.

#### 8.3 One-Year Voluntary Leave of Absence

- A. Professional Educator accepts this one-year voluntary leave with knowledge that if a vacancy, for which he/she is certified and will accept, does not occur within the recall period the leave will change to a resignation or retirement.
- B. The request to participate in the “voluntary leave” must be received in the Superintendent’s Office not later than April 1 of the year R.I.F. is declared necessary. Applications submitted after April 1 will be considered on an individual basis.

#### 8.4 REDUCTION IN FORCE PROCEDURES

- A. A probationary teacher in an eliminated position will be terminated second.

- B. A career teacher in an eliminated position will be placed in a retained position in which the teacher is, at time of presentation of the recommendation to reduce force, certified by standard certification, provided the position is occupied by a probationary teacher.
- C. If a career teacher is qualified for a standard certification in a position held by a probationary teacher but does not have such a certificate, then such career teacher must have evidence of eligibility for such certification on file in a personnel file in the office of the superintendent at the time of the presentation of the recommendation to reduce force.
- D. Selection for probationary teachers for release will be based on the following sequence of criteria:
  - 1. Years of service to the district.
  - 2. Certification and specialization where required within the area of assigned duties.
  - 3. Professional performance-evaluations currently on file.
  - 4. Academic and professional preparation beyond minimum certification requirements.
- E. If there is more than one career teacher assigned to a like position that is subject to being eliminated, the following criteria, in this order, will be used to determine which of the career teachers will be retained:
  - 1. Certification in a retained teaching position that is open. A career teacher with standard certification for the retained position will be retained over a probationary teacher.
  - 2. Seniority in continuous, full-time, contracted employment in the district.
  - 3. If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:
    - a. Certification and specialization
    - b. Teaching experience inside and outside the district.
    - c. Professional performance-evaluations currently on file.
    - d. Academic and professional preparation.

#### 8.5 ADMINISTRATORS

The Board reserves the right to select and employ all Administrators regardless of factors listed above in determining which employees are to be reduced.

#### 8.6 RECALL

In the event it becomes necessary to employ additional teachers within a two-year period after reductions in force are made, recall will be in reverse order of reduction.



1. When vacancies for certified positions occur, teachers who were released by the reduction in force will be notified by certified mail and will be offered the position for which they are certified and meet the needs of the district. Outside applicants will not be formally interviewed for a position until all personnel subject to recall have had an opportunity to accept the position.
2. Failure to respond to the notice within ten (10) days of its receipt by certified mail shall constitute rejection of the opportunity to return to the employment of the Weatherford School District. The ten (10) day period shall begin on the date the receipt of notice is signed by the teacher; or receipt of undeliverable notice is received from the post office. Rejection of the opportunity to return to the Weatherford School District shall terminate recall privilege unless a teacher is bound to another school district by contract for the period the job opportunity is offered. It shall be the responsibility of a teacher to inform the office of the superintendent of changes of address or other necessary information.
3. In the event a teacher is recalled, he/she will receive credit for all previously accumulated benefits and teaching experience as provided by law, but will receive no credit for the period of time he/she was separated from the district.
4. During the period of eligibility for notifications, teachers will be placed on the substitute list of the school system, provided he/she so requests in writing to the Office of the Superintendent of the district.

## **ARTICLE IX**

### **WORK DAY**

The superintendent shall assign and make known, through administrative channels, the duties and hours of the different classes of employees.

The school day for teachers will be determined by each site according to their start time and end after the buses have departed in the afternoon, unless special meetings are called or unless school is dismissed early. Teachers shall normally spend the time prior to the opening of the daily schedule in their classrooms or making preparations for the day's classes. The principal is charged with the responsibility of ensuring time schedules are met.

## **ARTICLE X**

### **DUTY FREE LUNCHES**

**Elementary Administration will work with their faculty in a good faith effort to provide a minimum of 25 minutes of duty free lunch or duty free recess each day.**