



**STILLWATER  
PUBLIC SCHOOLS**

**CERTIFIED EMPLOYEE  
NEGOTIATED AGREEMENT**

**2023-2024**

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# **SECTION 1 - DURATION AND SAVINGS CLAUSE**

## **Article (A) - Duration**

1. This agreement represents the full and complete agreement between the Stillwater Board of Education hereinafter termed the Board and the Stillwater Education Association hereinafter termed the Association and shall remain in place for the current contract year extending from July 1, 2023, through June 30, 2024, or until replaced by a subsequent agreement negotiated in accordance with the provisions of the procedural agreement.

## **Article (B) - Savings Clause**

1. If any provision(s) of this agreement is found to be in conflict with state or federal law, now or hereafter enacted, such provision(s) will be held inoperative and void. All other provisions in this agreement will remain in effect. The party (the Board or the Association negotiating team) discovering the inoperative provision(s) will inform the other party within five (5) days of the discovery. Upon request of either party, the two parties will then meet within thirty (30) days solely for the purpose of negotiating only the affected provision(s).

# **SECTION 2 – TERMS OF EMPLOYMENT**

## **Article (A) – Staff Relations**

1. The Board expects that the worth, dignity and rights of the individual shall be paramount in all administrator/teacher relationships.

## **Article (B) – Working Conditions**

1. The Board will follow the state law and the interpretation of the State Department of Education regarding classroom student load. Teachers who feel the need for extra assistance should communicate that need to the principal either verbally or in writing.
2. Teacher arrival time to departure time shall consist of seven (7) hours and forty-five (45) minutes, with teacher arrival time being thirty (30) minutes before classes are scheduled to begin.
3. Stillwater Public Schools will provide all teachers with a minimum of forty (40) minutes duty-free lunch each day, except on inclement weather days when students are unable to go outside.
4. In the event that inclement weather persists more than two consecutive days, commencing on the third consecutive inclement weather day and all consecutive inclement weather days thereafter, teachers will be compensated twenty-five dollars (\$25) for each day duty-free lunch is lost. Compensation will only be paid if the proper compensation form is submitted by the teacher with five (5) working days of the inclement weather event.
5. Certified Plan Time
  - 5.1. Elementary principals will provide an opportunity for certified employees to assist in developing a teacher work schedule that maximizes the amount of and length of

planning time. Final decisions on planning time schedules will be made by the building principal.

- 5.2. Planning time for certified Pre-K through 5<sup>th</sup> grade general classroom elementary employees will be a protected block of no less than forty (40) uninterrupted minutes each day without physical or educational responsibility for students, totaling no less than two hundred (200) minutes each week. This planning time will occur within the 8:00-2:50 student day unless other arrangements are requested in writing by the certified elementary employee to the building administrator.
- 5.3. Planning time for specialized certified elementary employees, including, but not limited to, music teachers, media specialists, art teachers, physical education teachers, guidance counselors, foreign language teachers and/or teachers providing special services to children will be a protected block of no less than forty (40) uninterrupted minutes during the contracted 7:30-3:15 teacher workday, totaling no less than two hundred (200) minutes each week. All plan time for specialized teachers is to be scheduled around regularly-scheduled faculty meetings and/or other activities.
- 5.4. Planning time for certified secondary employees will be a protected block of time no less than the length of one (1) scheduled instructional period during each student day, totaling no less than two hundred (200) minutes each week.
- 5.5. Early release time is not included as part of the 200 minutes of plan time.
6. Teachers shall dress professionally and appropriately for their subject area and grade level.
7. Teachers are expected to be punctual and to attend all faculty meetings, except in the event of extenuating circumstances. Meetings shall be held for a maximum of one hundred twenty (120) minutes per calendar month. Additionally, teachers shall be expected to attend two (2) open house events or other similarly-designated functions during the school year.
8. All faculty meetings shall be scheduled by the building administrator before the first day of school. The administrator must send the faculty schedule to all faculty by the first day of school. If a meeting needs to be rescheduled, the faculty will be notified of the rescheduled date and time.
9. Conferences: Elementary certified classroom teachers will work towards completing 100% of conferences within the scheduled week of Parent/Teacher conferences.
  - 9.1. Parent Teacher Conferences will be two (2) times a year (once in the fall and once in the spring) scheduled on the school calendar.
  - 9.2. Two (2) teacher work days will be included in the calendar to offset the Parent Teacher Conference scheduled times.
  - 9.3. IEP meetings held within a week before or after the conference time will count as a Parent Teacher conference.
  - 9.4. Teachers who need to have alternate conference schedules due to extenuating circumstances, must have their schedule approved by their administrator at least two (2) weeks before conferences.

- 9.5. The teacher will not be required to provide additional off contract hours to complete conferences or make home visits.
10. Teachers required to attend workshops, seminars or planning meetings that are held beyond the hours of the contract shall be compensated at the rate of no less than \$25.00 per hour for time involving attendance at the functions. In instances where the workshops, seminars or planning meetings are underwritten by federal or state programs or grants which contain stipulations regarding the amount to be paid to the teacher, the teacher shall receive the compensation provided for in the grant.
11. Members of the Association shall have the right, if so desired, to be accompanied by a representative of the Association at any disciplinary conference with administrators and/or supervisors. If documentation of a disciplinary conference is to be made, the administrator and/or supervisor shall:
- 11.1. Give reasonable notice, except in emergency situations, of said scheduled conference.
- 11.2. Inform the member of the Association of the subject to be discussed.
12. A disciplinary conference is defined as any meeting with an administrator, supervisor and/or any person higher in the chain of command where the result of the communications engaged in at the disciplinary conference may result in admonishment, reprimand, and/or another assigned disciplinary action.
13. A disciplinary conference does not include a meeting or conference between the member of the bargaining unit and the administrator and/or supervisor that is intended to solely improve the performance of said member of the bargaining unit or to discuss evaluation.
14. Any Certified Employee who has been arrested or criminally charged with a felony must immediately notify the employee's immediate supervisor and the superintendent in writing and provide a copy of the criminal indictment, information, complaint, or any other criminal charge. In addition, the disposition of such charges must be reported with seven (7) days of the sentencing, adjudication or final disposition.

#### **Article (C) - Procedure for Handling Personnel Files**

1. Official files shall be maintained in the office of the superintendent. Working files may be maintained in the office of each principal.
2. Material that adversely affects the teacher's employment status may not be placed in the teacher's official files until the teacher has had the opportunity to read the material and to sign and date the actual copy to be filed. The teacher shall receive a copy of said material, at no cost to the teacher, at the time of filing. The teacher shall have the right, within ten (10) days, to affix a written response to said material.
3. A teacher may review the contents of the teacher's official file during normal business hours, but not during the duty time of the teacher. The teacher is entitled to receive a copy of any documents contained therein, with the teacher paying the cost of reproduction.
4. Access to a teacher's official file will be limited to: the teacher, district employees who have a need to

review the file in order to complete a job responsibility, members of the Board of Education, public agencies upon official request, and as otherwise required by law.

5. Any allegation or anonymous charge which is unproven through a thorough, documented investigation shall not be placed in a teacher's official files.

#### **Article (D) – Posting of Vacancies**

1. All existing vacancies and newly created positions in Stillwater Public Schools will be posted by the principals in an easily accessible location within individual buildings during the school term. These vacancies will also be posted on the Stillwater Public Schools website. All certified vacancies will be advertised for five (5) working days prior to the beginning of the selection process.
2. Vacancies created by the conclusion of a Temporary Teacher Contract do not require posting if the supervising Principal intends to recommend the same Temporary Teacher to fill the same position for the ensuing school year.
3. For the period beginning July 15<sup>th</sup> through the start of school, the requirement for posting positions will be advertised seventy-two (72) hours. This exception to the five (5) working days is to expedite the selection and hiring process to fill late vacancies.

#### **Article (E) - Transfers**

1. At times, the need for teacher transfers exists for purposes of filling vacancies, affecting improvement in the curriculum and instructional needs, and/or meeting desires of employees for opportunity of service elsewhere in the school system.
2. Provision of this policy provides that teachers and/or the administration may request transfers. The following may be considered in arriving at a decision on any such request: (a) instructional and curriculum needs; (b) teacher qualification; and (c) pupil-teacher ratios.
3. Grade Level Transfers
  - 3.1. Teacher initiated
    - 3.1.1. Any teacher wishing to transfer within a building will make a written, dated request to that building principal.
    - 3.1.2. The principal shall provide the teacher a written acknowledgment of any such request.
    - 3.1.3. If the transfer is denied, the principal shall state the reasons for denial in writing.
  - 3.2. Administrator initiated
    - 3.2.1. A building principal may transfer a teacher to an alternate assignment within the building after first notifying said teacher in writing of the reasons for the building transfer at the earliest possible time.
4. Building Transfers

4.1. Teacher initiated

- 4.1.1. Any teacher currently teaching in Stillwater Public Schools and wishing to transfer to a different building will submit and complete an online application in the applicant tracking system in order to be eligible for transfer. This will allow each principal to electronically review the teacher's application in order to consider them for the position.
- 4.1.2. If the transfer request is approved for the next level of consideration, the teacher will be guaranteed an interview with the selection committee at the school where the vacancy occurs as part of the normal site selection process. The teacher will be notified of the placement decision once it is made.
- 4.1.3. If the teacher is not selected to fill the vacancy, the request for transfer will remain active until the first day of the coming school year, unless the teacher notifies the Director of Human Resources and the two (2) building principals involved that the transfer request should be removed.

4.2. Administrator initiated

- 4.2.1. A teacher may be transferred to an alternate building by administrative action for such reasons as decline in student enrollment, personnel staffing vacancies, and curricular and instructional needs. Said teacher will be notified in writing at the earliest possible time.
- 4.2.2. New teachers shall not be assigned to a position until all transfer requests related to that position have been reviewed.

**Article (F) – Temporary Contract Teachers**

- 1. Teachers employed on temporary contracts shall be notified of the opportunity to interview for rehire at the end of the school year.
- 2. Teachers employed on temporary contracts may be rehired for the ensuing school year without participating in the interview process.

**Article (G) – Reduction in Force**

1. General Matters

- 1.1. Reasons for a Reduction in Force. A teacher may be dismissed or non-reemployed when the board decides that due to (i) a financial exigency or (ii) a program change for institutional reasons or (iii) a decline in enrollment or (iv) other business necessity as determined by the board, a reduction in teaching staff for the following fiscal year is necessary.
- 1.2. Definitions. For the purpose of this policy, the following terms have the stated meanings:
  - 1.2.1. “Financial exigency” means a reduction in the School District’s financial resources resulting from declining enrollment or any other action or event that in the sole judgment of the board of education will result in a reduction in the School District’s



current or future operating budget.

- 1.2.2. "Program change" means any elimination, curtailment or reorganization of a curriculum offering, program or school operation or a reorganization or closing of a school or consolidation of two or more individual schools or school districts that is unrelated to financial exigency.
- 1.2.3. "Declining enrollment" means a decrease in the School District's total enrollment or enrollment in a particular program or curriculum offering which in the sole judgment of the board of education may adversely affect the School District's current or future allocation of funds and/or the necessity of maintaining certain current or future class sections or curriculum offerings.
- 1.3. Criteria for Eliminating Positions. The primary criterion in effectuating any reduction in force shall be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the School District. In evaluating its program, the superintendent and the board will consider the elimination of teaching positions, not the teachers occupying those positions. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, the needs of students and those extra duty assignments that require special skill or expertise.
- 1.4. Priority. In determining which teacher(s) will be dismissed or non-reemployed when one or more of a number of identical positions is eliminated, the following criteria, in this order, shall govern:
  - 1.4.1. The School District will dismiss or non-reemploy the teacher(s) who has the lowest composite rating under the School District's Teacher and Leader Effectiveness System (TLE) in the position being eliminated. Ratings will be calculated by averaging the past three (3) years' ratings (or fewer if 3 years are not available) and will be measured to the nearest hundredth of a decimal point.
  - 1.4.2. If the teachers are equal under the above criteria, then the teacher(s) who has the most seniority in the School District will be retained.
  - 1.4.3. If the teachers are equal under the above criteria, the School District will retain the teacher with the most advanced academic degree status.
  - 1.4.4. If degree status is equal, the School District will retain the teacher having the most versatile certificate in order to enable the School District to have flexibility in planning future curriculum.
  - 1.4.5. If the versatility of certificates is equal, the School District will retain the teacher chosen by lot through a process determined by the Superintendent or the Superintendent's designee.

## 2. Procedures

- 2.1. Action by Superintendent. The superintendent, upon receipt of the Board's preliminary determination of the necessity for a reduction in force, or upon the superintendent's own volition, shall submit to the board the superintendent's written recommendations for terminating particular teaching positions. In making recommendations, the superintendent:

- 2.1.1. Shall not be limited to considering only positions in the areas or programs designated by the board
- 2.1.2. Shall consult with each principal or other administrator in whose school or unit a position elimination/termination is proposed
- 2.1.3. Shall take into consideration the criteria set out herein
- 2.2. Action by the Board. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation, the Board may initiate action without such recommendation provided that it adheres to the other provisions of this policy.
- 2.3. Notice and Hearing Procedures. Prior to taking any action to non-reemploy or dismiss a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own volition, the Board shall provide notice and an opportunity for hearing to the affected teacher; provided, however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures shall be the same as those provided by Oklahoma law and board policy regarding dismissal and non-reemployment of teachers for cause. Notice of a recommendation of non-reemployment shall be given to the teacher prior to the 1<sup>st</sup> Monday in June.
- 2.4. Hearing. At the hearing, evidence may be presented by the administration and the teacher, as to
  - 2.4.1. whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the School District, and
  - 2.4.2. whether the recommendation to not renew (or dismiss) the specific teacher is being made in good faith and pursuant to the process set out herein.
- 2.5. Effect of the Board Decision. The decision of the Board based on the evidence presented at the hearing shall be final and unappealable.

### 3. Reemployment or Other Employment After Reduction in Force

- 3.1. Recall. The recall provisions in this process will only apply and be available to a teacher who had a composite TLE score of at least 3.00 at the time of his/her non-reemployment (or dismissal). For two school years after the effective date of non-reemployment (or dismissal) due to a reduction in force, the board of education shall not fill the specific position previously held by a teacher who was non-reemployed (or dismissed) due to a reduction in force without first offering such position to the non-reemployed (or dismissed) teacher. If more than one non-reemployed (or dismissed) teacher is both certified and qualified for a position which the teachers previously held with the School District and which becomes available, the Board, after receiving the superintendent's advice, shall select the teacher it believes will best fill the position.

Nothing in the policy shall give to any non-reemployed (or dismissed) teacher priority rights to fill a vacancy which becomes available and for which they are certified and qualified unless such position is identical to the position which they previously held with the School District.

- 3.2. Recall Procedures. The offer of reemployment shall be made personally or be certified mail, return receipt requested, and the teacher shall be notified that if he/she wishes to accept, he/she must do so in writing within five (5) calendar days of receipt of notice or within ten (10) calendar days of the postmark on the envelope in which the offer is mailed, whichever is shorter. Failure to receive timely acceptance of the offer of reemployment eliminates all reemployment rights of the teacher.
- 3.3. Status After Recall. A career teacher who has been non-reemployed (or dismissed) and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed (or dismissed) but is then reemployed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

#### 4. Interpretation and Application

- 4.1. The interpretation and application of any provision of this policy shall be the exclusive province of the Board.

### **Article (H) – Employee Drug Testing Policy**

1. Certified employees of Stillwater Public Schools will adhere to the policies outlined in policy DCC-R.

### **Article (I) – Employee Grievance Procedure**

1. Purpose
  - 1.1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to issues that may arise with respect to an employee's terms and conditions of employment. It is agreed that those proceedings should be kept as confidential as may be appropriate at any level of the procedure.
2. General Information
  - 2.1. Time Limits. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the grievance process. Time limits specified, however, may be extended by mutual agreement or by mitigating circumstances, the nature of which shall be set forth in writing by the parties affected by the same circumstances.

If a grievant does not appeal a decision within the specified time limits, the grievance, shall be deemed settled at the highest level to which it was appropriately appealed. Failure of the immediate supervisor and/or superintendent to respond to a grievance within the specified time limits shall permit the grievant to proceed to the next level in the grievance process.

In the event a grievance is filed at a time that it cannot be processed through all procedural steps by the end of the school year, the time limits set forth herein shall be reduced by mutual agreement made in writing by both parties, and the grievance shall be resolved as

soon thereafter as possible.

- 2.2. Group Grievances. No provision for group grievance is provided in this grievance procedural policy. The Board of Education and bargaining committee may consider adding such provision when experience indicates it is appropriate.
- 2.3. Right of Employee to Representation. During Levels I and II of the grievance procedure, the grievant and administrator may only be represented by a District employee or a representative of a professional organization of his/her choosing or may represent him/herself at these levels of the grievance process.
- 2.4. Reprisals. No reprisals of any kind shall be taken by any party against any other party in the grievance procedure by reason of such participation.
- 2.5. Grievance File. All documents, communications and records dealing with the grievance process shall be maintained in a file separate from the employee's personnel file.
- 2.6. Resolutions. Resolution of all grievances will be consistent with the negotiated agreement, Board policies, state statutes and administrative rules and regulations with respect to the grievant.
- 2.7. Process Observer. The lead negotiator for the Association, or a designee from the Association assigned by the lead negotiator, may represent the negotiating body at any and/or all levels of the grievance process. The role of process observer is to ensure proper representation and application of the grievance procedures outlined in the negotiated contract. The Grievance/Statement of Concern form(s) and documentation of resolution(s) shall be forwarded by Stillwater Public Schools to the lead negotiator.

### 3. Definitions

- 3.1. Grievance. The grievant is the employee filing a grievance.
- 3.2. Days. The term "days" used within this grievance procedure shall, except where otherwise provided, indicate contract working days of the grievant.
- 3.3. Grievance/Statement of Concern Form. The Grievance/Statement of Concern Form is the official form that must be submitted by grievant at the Level I, II and III grievance. Said form has been developed by and can only be modified through negotiated agreement and will be available to the grievant in the main office of each school site.

### 4. Grievance Procedure

- 4.1. Informal Resolution – Immediate Supervisor. Any certified employee who feels he/she has a legitimate grievance shall first request an Informal Resolution Meeting to discuss the concern(s) with the grievant's immediate supervisor within twenty (20) days of becoming aware of the most recent allege violation. The grievant will cite specific contractual clauses, state statutes, or policies alleged to have been violated. The Informal Resolution Meeting must be held within five (5) days of grievant's initial request for said meeting, unless both parties have agreed to extend this time. A memo will be generated by the supervisor at this Informal Resolution meeting, stating briefly the topic, time, date and location of the meeting and signed by both employees, solely for the purpose of creating a record of said meeting.

The grievant will receive a copy of the signed memo prior to the conclusion of the meeting. The objective of said meeting shall be to resolve the matter informally.

- 4.2. Level I Formal Resolution – Immediate Supervisor. If the grievant is not satisfied with the discussion and/or the resolution of the grievance issue(s) at the Informal Resolution Meeting or if the immediate supervisor fails to schedule the Informal Resolution Meeting with five (5) days, the grievant or representative(s) of the grievant may file a Level I Grievance with the immediate supervisor in writing, using the Stillwater Public Schools Grievance/Statement of Concern Form.

The immediate supervisor will, in five (5) days from receipt of the Level I Grievance, respond in writing to the grievant, stating a decision regarding the grievant's concerns and including reason(s) for said decision(s).

- 4.3. Level II Formal Resolution – Superintendent of Schools. If the grievant is not satisfied with the grievance disposition at Level I or if no decision is rendered within the five (5) days set out in the Level I procedure, the grievant or representative (s) of the grievant may file a Level II Grievance in writing, using the Stillwater Public Schools Grievance/Statement of Concern Form. The Level II Grievance must be filed with the Superintendent of Schools within five (5) days of receipt of the Level I Grievance decision from the immediate supervisor or ten (10) days from initial filing of the Level I grievance if a decision was not rendered by the immediate supervisor within the time allowed.

The Superintendent of Schools, within fifteen (15) days of receipt of the Level II Grievance, shall hold a meeting with the grievant and/or representative(s) of the grievant, for the purpose of hearing the grievance/concerns of the grievant.

Written notice of the time, date and location of the meeting shall be provided to the grievant and representative(s) of the employee at least five (5) days prior to the date of the meeting. Within ten (10) days after the Level II Grievance meeting, the Superintendent shall provide the grievant a written decision that will include supporting reason(s) for said decision.

- 4.4. Level III Formal Resolution – Board of Education. Within five (5) days of the receipt of the decision of the Superintendent, said decision may be appealed by the grievant and/or representative(s) of the grievant, to the Board of Education using the Stillwater Public Schools Grievance/Statement of Concern Form. The Level III Grievance must be received by the President of the Board of Education no less than ten (10) days prior to the next regularly scheduled monthly meeting.

Within forty-five (45) days of the filing of the Level III Grievance, the Board of Education will hear the appeal of the grievant, either at a regularly scheduled monthly Board meeting or at a special meeting, scheduled specifically for that purpose. The grievant and representative(s) of the grievant shall be informed of the hearing date no less than ten (10) days prior to the hearing.

All proceedings before the Board of Education under the Level III Grievance procedure shall be open to the public, except then it is mutually agreed by the grievant and the Board of Education that the nature of the grievance and its disposition should not be subject to public information. The Oklahoma Open Meeting Act will govern all meetings.

The Board may consider, during the Level III Grievance, additional matters related to the

application of the grievance policy to the specific grievance that is before the Board.

Within ten (10) days after the appeal hearing by the Board of Education, the Board shall provide the grievant and representative(s) of the grievant its written decision, which shall include supporting reasons therefore.

During Level I, II, and III of the grievance procedure, the grievant and the administrator may be represented by a designee of his/her choosing or may represent him/herself at this level of the grievance procedure. If the grievant chooses to be represented by legal counsel, the administrator reserves the right to be represented by legal counsel.

#### **Article (J) – Teacher Negotiation Organization Grievance Policy**

1. The Board recognizes the right of the Association, as established by state statute, to file grievances on those items that deal solely with the statutory rights and activities of the Association to conduct professional negotiations. All Association grievances will be filed through the negotiation team. No grievance will be filed without a prior meeting between the negotiation team and the Superintendent of Schools.

Organization grievances shall be filed at Level II of the Employee Grievance Procedure. Individual employee grievances cannot be filed under this policy. They must be filed in accordance with the provisions of the Employee Grievance Procedure.

## **SECTION 3 - COMPENSATION**

#### **Article (A) – Salary Schedule**

1. The Association and the Board agree for the 2023-2024 school year, each certified employee who is granted a year of experience with OSDE will receive a step increase.
2. It is the intent of this contract that all full-time certified staff, contracted for the current school year, shall be compensated according to degree and experience as indicated by the attached schedule, except as follows:
  - 2.1. Effective January 1, 1990, only graduate level credit earned following the date of the initial teaching degree that is approved for certification in the field of education may be applied to Levels II, IV, and V of the Stillwater Public Schools Teacher Salary Schedule. Graduate hours earned before initial certification is achieved will be approved for the salary schedule if a conversion endorsement certificate or initial teaching certificate is granted. The Superintendent of Schools may grant exceptions to this policy prior to enrollment.
  - 2.2. Effective July 1, 2017, all teachers will be placed on the Teacher Salary Schedule commensurate with all verified years of teaching experience whether earned in Oklahoma or another state. This salary placement will not include a retroactive payment.
  - 2.3. No returning certified employee will qualify for an increment on the attached compensation scale who has not met the local staff development requirements for

the previous year.

3. Teachers who begin their employment prior to providing a valid teaching certificate required of their position shall be compensated at Step 0 / Bachelor's Degree of the 2023-2024 State Minimum Teacher Salary Schedule, until valid certification is provided.
4. A valid teaching certificate establishing retroactive qualification for the position shall result in a salary adjustment retroactive to the valid date of the teaching certificate.
5. Less than full-time certified teaching staff shall be compensated for a portion of a planning period in an amount equal to the ratio of their teaching assignment to full-time equivalency if the position to which they are assigned has a set, regularly scheduled planning period. If two (2) or more teachers split or job-share a full-time assignment, the sum of their fractional parts cannot exceed a 1.0 full-time equivalency (1.0 FTE).
6. Certified Elementary or Secondary employees who lose planning time due to:
  - 6.1. The lack of available substitute,
  - 6.2. Being directed by the building administrator to use his/her planning time to supervise instructional classes; and/or,
  - 6.3. Failure to receive planning time through no fault of the certified employee, with the exception of special programs or assemblies, shall be compensated \$25.00 per planning period lost at the elementary, middle school or junior high school levels, or \$30.00 per eighty-five (85) minute high school block. This compensation shall be made on a semester basis, provided the employee has submitted to the building administrator, within five (5) teacher contract days, the proper compensation form available in each site's main office and attached at the end of this contract.
7. On those occasions in Elementary schools when all three of the following conditions are met:
  - 7.1. A substitute teacher is requested through Frontline (substitute tracking system) due to a Grade Level teacher absence; and
  - 7.2. The requested substitute teacher position is not filled; and
  - 7.3. Another Grade Level teacher is required by the building administrator to teach some or all of the students from the absent teacher's class in addition to his/her own regularly scheduled students;
8. It is agreed that the teacher required by the building administrator to teach some or all of the students from the absent teacher's class shall be paid \$5.00 per student added to the class per day.
9. On those occasions in Secondary schools when all three of the following conditions are met:
  - 9.1. A substitute teacher is requested through Frontline (substitute tracking system) due to a Grade Level teacher absence; and

- 9.2. The requested substitute teacher position is not filled; and
- 9.3. Another teacher is required by the building administrator to teach some or all of the students from the absent teacher's class in addition to his/her own regularly scheduled students;
- 10. It is agreed that the teacher required by the building administrator to teach some or all of the students from the absent teacher's class shall be paid \$15.00 per class period for Middle School and Junior High and \$20 per class period for High School.
- 11. This compensation shall be made on a semester basis, provided the employee has submitted to the building administrator, within five (5) teacher contract days, the proper compensation form available in each site's main office.
- 12. Effective with the 1997-1998 school year, new hires in the areas of counseling, reading or gifted and talented will no longer receive five percent (5%) extra salary for their positions. Teachers in those positions prior to 1997-1998 will continue to receive the five percent (5%) extra salary as long as they remain in the same positions.
- 13. Any teacher who receives a master degree, Ed.D, or Ph.D. from an accredited American university after July 1, 2012 shall be paid a one-time stipend of \$3,000 payable upon a signed contract for the following year. Any teacher hired after July 1, 2012 will receive the stipend only if the degree is awarded after hire date and contingent upon continued employment with SPS for at least one year.
- 14. A teacher who receives college hours that would allow them to move to the next level on the certified pay scale will be approved for salary level increase as soon as their official transcript shows completion of courses and is submitted to Human Resources.

The effective date of the pay increase will be:

- 14.1. for hours added to transcript: the first day of the month following HR's receipt of the official transcript;
- 14.2. for an advanced degree: the day after the conferred date according to the official transcript.
- 14.3. Submit the official transcript to Human Resources within 6 weeks of the completion of courses.
- 15. Upon completion of CALT certification, teachers will receive a one time stipend for 5 years following the chart below starting with the 2023-2024 school year. Teachers hired into the district with CALT certification will begin receiving the stipend based on the scale below at the conclusion of year one.

Year 1 - \$500 (paid upon completion)  
 Year 2 - \$750  
 Year 3 - \$1000  
 Year 4 - \$1250  
 Year 5 - \$1500



### **Article (B) – Payment Schedule**

1. Teachers will be paid on a twelve (12) month basis. Entry-level teachers have the option of receiving a partial check on the last working day of August.

### **Article (C) – Accumulated Attendance Incentive (Retirement)**

1. Certified employees who retire during the current school year shall receive Twenty-Five Dollars (\$25.00) for each unused sick day accumulated during their employment in Stillwater. To obtain this benefit, an employee must be eligible for full retirement benefits as defined by the Oklahoma Teachers' Retirement System.

### **Article (D) - Inductee Year Mentors**

1. Stillwater Public Schools will provide funding for mentor teachers to support the Teacher Induction Program. Mentors will be funded according to established District guidelines. A stipend of Five Hundred Dollars (\$500.00) will be paid to mentors upon completion of the residency induction year requirements.

### **Article (E) – Early Release Fridays – Child Care Provision**

1. The district will establish designated Early Release Fridays (ERF) for students to allow teachers opportunities for collaboration and professional development. Teachers affected by ERF may benefit from the availability of affordable, convenient child care. In an effort to reduce child care concerns of teachers, the district will provide and reimburse up to one hour of child care for one or more of teachers' children for care attributable to ERF. Whether to use care available through Pioneer After-School Learning Services (PALS) is completely within the teacher's discretion. Only PALS-provided child care is eligible for district reimbursement.
2. Teachers who choose to use PALS for their children's child care of ERF will pay the customary rate for child care in accordance with PALS' published rates.
3. At the end of each semester the PALS Director will submit to payroll a ledger of attendance and payments made by eligible teachers for each child receiving care pursuant to ERF. Payroll will process a reimbursement to each teacher according to child care services provided to the teacher's child or children, attributable to ERF, for the preceding semester with payment to be made the next available pay cycle and included in the teacher's district paycheck.
4. The reimbursement is treated as compensation subject to the normal governmental withholding amounts (e.g., IRS, OTRS, and Social Security). Teachers choosing to use this care option are individually responsible for ensuring the accuracy of records related to child care and appropriate reimbursement.
5. Any dispute regarding hours of care received or the amount of reimbursement must be brought to the district's attention within 30 days of the end of the semester for which reimbursement is claimed; otherwise, reimbursement will be forfeited.

# **SECTION 4 - EMPLOYEE LEAVE**

## **Article (A) – Personal Business Leave**

1. Certified personnel, as full-time employees, are granted a minimum of five (5) days of personal business leave each school year. They are defined and distributed as follows:

SPS Year of Experience	Personal Leave	Personal Leave with Deduct	Emergency Leave
10 or more years	4	0	2
4-9 years	3	0	2
0-3 years	2	1	2

- 1.1. Personal Business Days – For personal use, which does not require a reason for approval. Employees with four (4) or more years of experience with Stillwater Public Schools receive all three (3) personal days with no salary deduction. Employees zero (0) through three (3) years of experience with Stillwater Public Schools receive the first two (2) days of personal business leave with no salary deduction and the third personal business day with a salary deduction equal to the rate paid to a non-certified substitute.
- 1.2. Emergency Leave Days – Absence due to circumstances over which the employee has no control and no option except to be absent, granted with a salary deduction at the rate paid to a non-certified substitute teacher. Two emergency leave days are granted each year.
2. Personal business leave days cannot be used the first two (2) days of school, the last two (2) days of school, on those days identified in the calendar as Teacher Professional Days, or preceding or following a scheduled holiday except in the event of extraordinary circumstances, as determined by the principal.
3. Personal business leave days should, whenever possible, be applied for at least three (3) days prior to the requested leave.
4. Under special circumstances, preceding or following a scheduled holiday, personal business leave can be applied for and approved, if all the following criteria are met:
  - 4.1. Application must be received and approved by the building principal at least two (2) weeks prior to the requested leave. To be approved, the building principal must agree that classroom instruction at the building level will not be affected adversely due to this leave request.
  - 4.2. The principal must obtain a qualified substitute to cover the absence.
  - 4.3. No more than five percent (5%) of teachers in a school will be approved by the principal for leave adjacent to a holiday at any one time. Buildings with less than thirty (30) teachers may have two (2) leaves for the same holiday if the five percent (5%) District rule has not been altered. The principal must verify the application of the rule prior to approval of a request.
  - 4.4. Leave must not be taken until written approval is received from the Principal.
  - 4.5. Leave taken without prior approval will result in a full day's salary deduction.

- Unused non-deducted personal business leave days shall be rolled over into sick leave at the conclusion of the school year. Emergency days are not included.

**Article (B) – Sick Leave**

- Certified personnel employed as full-time on a nine (9) or ten (10) month basis are granted ten (10) days sick leave during the school year without loss of salary; full-time certified personnel employed on an eleven (11) month basis shall receive eleven (11) days sick leave; and said personnel employed on a twelve (12) month basis shall receive twelve (12) days sick leave during each school year without loss of salary. Part-time employees are eligible for sick leave at a prorated amount. A doctor’s certificate verifying illness and/or medical release may be required of any employee after five (5) consecutive days of absence or if abuse of leave is suspected.

Contract	Sick Leave Days
9	10 days
10	10 days
11	11 days
12	12 days

- Sick leave is defined as an employee’s absence from assigned duty due to personal illness, accidental injury, pregnancy, or accident injury or illness in the immediate family. Immediate family shall be defined as: (a) spouse, (b) child, (c) parent, (d) brother, (e) sister, (f) grandparent, and (g) grandchild. If the employee is serving as the primary caregiver to a person not listed as said immediate family, consideration of absence will be given.
- Unused sick leave shall be cumulative to a total of seventy-five (75) days for each employee.
- Employees who have transferred leave into the District will have those days applied to any used leave prior to the use of days accumulated with the District
- Should said sick leave provisions as defined above become exhausted, the full-time employee shall continue to receive full salary, less the amount paid to a non-certified substitute for said employee’s position, for a period of an additional twenty (20) days.
- Upon approval of an employee’s worker compensation claim, Stillwater Public Schools will reimburse the employee based on Workers’ Compensation rate.

**Article (C) - Sick Leave Bank**

- Stillwater Public Schools shall maintain a sick leave bank for the benefit of all employees as outlined in Stillwater Public Schools Board Policy DEFA.
- The Association shall have a representative on the governing committee of the sick leave bank.

**Article (D) – Sick Leave Sharing**

- If an employee has exhausted or will exhaust all leave otherwise provided and is absent due to an extraordinary or severe injury, illness, impairment or physical or mental condition of the employee, pregnant or recovering from childbirth, or a relative, documented by a physician, and the condition has caused or is likely to cause the employee to take leave without pay or to terminate employment,

the employee may request the use of leave days to be donated by another employee.

2. Relative means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent.
  - 2.1. An employee requesting donated days must first provide the Human Resources Department with a Request for Donated Leave Form, statement of need indicating why donated leave is needed, a HIPAA (Health Insurance Portability and Accountability Act) release of information form and a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.

In the event that all available leave, including sick, sick bank, personal, vacation, compensation time, excessive/extended leave and donated leave, have been exhausted, the employee will be placed on an automatic sick leave of absence without pay for the remainder of the school year. At that time, he/she will no longer be eligible for leave sharing.

An employee may obtain up to sixty (60) days of shared leave per school year. The Superintendent or their designee may grant an extension beyond the sixty (60) day limit in extenuating circumstances.

Employees desiring to donate days shall complete a written authorization transferring days to the employee.

Employees may donate any amount of leave which does not cause the donating employee's accumulated leave balance to fall below the yearly amount afforded to them per the negotiated agreement or support handbook.

Shared leave may be used only by the recipient for the purposes specified in this policy and may not be used if the employee has been notified of a pending reduction in force or employment termination affecting the employee.

- 2.2. The employee receiving donated days is to receive his or her normal rate of pay.
- 2.3. Shared leave usage records shall be maintained separately from regular or sick bank leave records.
- 2.4. Any donated leave which is not used shall be returned to the donating employee(s) on a prorated basis.
- 2.5. Sick Bank days may not be donated.
- 2.6. All donations are anonymous; the recipient cannot be told who gives them sick days.
- 2.7. Participation in this policy is strictly voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purpose of this policy.
- 2.8. The board of Education delegates initial decision-making authority pursuant to 70 Okla. State Section 6-104 (C) (1) to the Superintendent or their designee as the determining body as to whether the employee meets the criteria above and has previously abided by District leave policy. The Superintendent, acting as Board designee, will make the decision which may be appealed to the Board.

### **Article (E) – Family Medical Leave Act**

1. Stillwater Public Schools will comply with the terms and conditions of the Federal Family and Medical Leave Act. Military caregiver leave shall be provided as required by law. (See policy DECA)

### **Article (F) - Maternity/Adoption Absence**

1. The employee will notify the Human Resources Department and supervisor/principal, via email, of the approximate arrival date of the child.
2. The notice should include a statement as to the approximate date the employee expects to initiate the maternity/adoption absence and the approximate date it will end.
3. All accrued sick leave days will be applied to the maternity/adoption absence. Maternity/adoption absences can only be applied to contractual days as outlined in the Family Medical Leave Act (Policy DECA).

### **Article (G) – Jury Witness Leave**

1. Certified Personnel shall be granted leave for jury service or when subpoenaed as a witness in a criminal, civil or juvenile proceeding. The employee must notify the Human Resources Department via email and site supervisor of summons or subpoena. Employees shall receive full pay, during the time said employee is serving as a juror or witness, as related to the course of employment with Stillwater Public Schools. ***Any payment for jury duty service shall be submitted to the Finance Department.***

### **Article (H) – Leaves of Absence**

1. Short-Term Leave of Absence – Certified staff may apply to the principal or supervisor for short-term leave of absence, without pay, not exceeding five (5) working days per year. Short-term leave must be requested prior to absence through the building principal or supervisor. Requests for absence during times which place undue burden on others or which work against the purposes and objectives of the school will be denied.
2. Nothing stated in the above shall prevent the Board from authorizing or extending a leave of absence for a purpose not expressly identified above.
3. Long-Term Leave of Absence – Certified full-time staff may apply for long-term leave of absence, without pay, not exceeding one (1) year for the following reasons:
  - 3.1. Graduate study\*
  - 3.2. Work experience required for certification\*
  - 3.3. To hold elected office in state or national professional education organizations
  - 3.4. Maternity or adoption
  - 3.5. Illness
  - 3.6. Military\*\*

- 3.7. Convalescence of employees or members of the immediate family (a physician's statement may be required concerning the convalescence)
4. Full-time certified employees' requests for long-term leave without pay must be made in writing directly to the Superintendent and sent by certified mail postmarked on or before April 25<sup>th</sup>. The Superintendent may recommend approval of the leave to the Board at the next regular board meeting following receipt of the request when it is deemed in the best interest of the District to do so. A letter stating the decision of the Board and condition of the leave will be given to the employee.
  5. If a long term leave of absence is granted in one (1) school year, the employee will not be eligible for another long term leave of absence for at least two (2) complete school years after returning to work at the end of the previous long term leave of absence. Exceptions may exist, such as service in the state/national teacher association(s), election to public office, or illness of the employee or a family member of the employee as defined in Section I, Article (B) of this contract. These exceptions will be considered by the Superintendent and the Board for long term leave in consecutive years. This in no way diminishes the employee's right under the Family and Medical Leave Act of 1993.
  6. On granting long-term leave, the Board will, during the period from the date of application (no later than April 25<sup>th</sup>) through June 1<sup>st</sup>, attempt to identify an acceptable replacement employee who will accept a temporary, one-year only contract. If an acceptable replacement is secured who is willing to accept a temporary, one-year only contract, the leave employee will be allowed to return to the same position after completing the leave of absence. If an acceptable replacement employee who is willing to accept a temporary, one-year only contract is not identified by June 1<sup>st</sup>, the leave employee will not be guaranteed the opportunity to return to the same position after completing the leave of absence.
  7. If a long-term leave of absence is granted, without a guarantee to return to the same position, the Board signifies its intent to reemploy said leave employee in another classroom teaching position for which the teacher holds a standard certificate, provided there is a vacant classroom teaching position for which the leave employee holds a standard certificate. If the vacant position is other than the original position and the replacement teacher holds a standard certificate for that position, the returning leave teacher may choose either position. If no position is open for which the leave teacher is qualified, the leave of absence will be extended.
  8. If, following the leave of absence period, the leave teacher rejects an offer of employment for which he/she is certified, the District shall have fulfilled its obligation to the leave employee.
  9. All certified employees granted a leave of absence for any of the above purposes shall retain all accumulated benefits following completion of the leave. No certified employee may accrue additional benefits while on any leave of absence.
  10. To be eligible for reemployment following the period of leave, the employee shall notify the District by certified mail postmarked on or before April 25<sup>th</sup> of the school year in which the leave was granted.
  11. Employees granted leaves of absence for graduate study [twelve (12) hours per semester at an accredited school]; work experience required for certification; work experience required for certification; and professional education organization officership shall, upon request, furnish

satisfactory evidence of completion of the program or term of office for which leave was requested. Failure to do so shall result in termination of the employee except under extraordinary circumstances as determined by the Superintendent.

12. Any employee on a leave of absence is entitled to continued participation in the available health insurance program, provided payment of premiums is made in advance and the employee makes prior arrangements with the Human Resources department.
13. Employees returning from a long-term leave of absence are not exempt from involuntary reduction-in-force policy or internal employee transfer policy.
14. Nothing stated above shall prevent the Board from authorizing or extending a leave of absence for any other purpose not expressly identified above.
15. With the exception of work experience required for certification, acceptance of other employment during the time the employee is on a leave of absence from Stillwater Public Schools nullifies the conditions of leave and the employee shall be deemed to have resigned as the leave commencement date.

***\*This is only available to career teachers.***

***\*\*The board shall provide leave to qualified employees who are members of any component of the Armed Forces of the United States (Army, Navy, Marine Corps, Air Force, Coast Guard), including members of the Army and Air National Guard and the Reserve Forces and the commissioned cops of the Public Health Service, when Employment and Reemployment Rights Act of 1994 (USERRA). A leave of absence for the period of active service shall be without loss of status or efficiency rating and without loss of pay during the first 30 days of such leave. Leave will be granted in accordance with federal law.***

#### **Article (I) – Bereavement Leave**

1. Certified personnel, as full-time employees, are granted yearly five (5) days, at no deduction in salary, for each occurrence of death of members of the immediate family. These days do not need to be taken consecutively. Immediate family shall be defined as: (a) spouse, (b) child, (c) parent, (d) brother, (e) sister, (f) grandparent, (g) grandchild, (h) spouse's parent and grandparent, (i) brother-in-law and sister-in-law, (j) niece and nephew, (k) aunt and uncle, (l) cousin, and (m) spouse of member of said immediate family. In addition to the above, full-time teachers may also be permitted to take one (1) day of death leave for each occurrence of death of a member of the "extended family". All death leave benefits shall be non-cumulative.

#### **Article (J) – Administrative Assignments**

1. Administrative assignments may be granted to teachers without loss of salary. They may include such professional activities as the following: (a) professional and curriculum committee meetings or workshops, (b) workshop presentations, (c) school visitations, (d) legislative sessions concerning education, and (e) other school-related activities assigned by the principal. These requests may be initiated either by the teacher or by the principal.
2. Any teacher seeking National Board Certification will be entitled to two (2) administrative leave days for national board portfolio development or related professional development. A substitute shall be provided by the School District at no cost to the teacher.

### **Article (K) – Association Leave**

1. The President of the Association shall be granted five (5) days per year release time for Association business. The Association will pay the cost of the substitute teacher.
2. In the event that the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, these representatives will be excused without loss of salary, provided the Association reimburses the District for the cost of the substitutes. The limitation of Association leave shall be twelve (12) days per year. Excluding the Oklahoma Education Association Delegate Assembly, only one (1) person per building per day may take Association leave, with the exception of the President and/or at-large representative. The number of Association leave days shall be increased from seventeen (17) days to twenty-two (22) days during a year when an Association member is serving on the Oklahoma Education Association Board of Directors.

## **SECTION 5 - COMMUNICATIONS**

### **Article (A) – Internal Communications Committee**

1. An Internal Communications Committee, composed of one (1) teacher from each building and two (2) SESPA representatives, will be formed yearly. This committee, chaired by the SEA Correspondence Secretary/Editor, will meet quarterly with the Superintendent who may also invite representatives of the administration.
2. If an employee has an issue that affects the general population, he/she first attempts to resolve it with the site administrator. If an employee has a district-level issue, he/she first attempts to resolve it with the site administrator and appropriate district administrator. An employee has the option to be represented by their internal communications committee member. If the issue is not solved at the site level, the employee must put the issue in writing and furnish the chair with a copy prior to his/her meeting with the Superintendent. The Internal communications Committee will meet each quarter on a date and time mutually agreed upon by the chair of the committee and the Superintendent. On the Friday prior to the quarterly meeting, the Superintendent and the chair of the committee will meet. It is during this Friday meeting that the chair presents agenda items to the Superintendent and, in turn, the Superintendent adds items of his/her own. The final agenda, created jointly, is used with the committee.
3. If necessary, the Internal Communications Committee can call additional meetings.

### **Article (B) – School Calendar**

1. The school calendar will be the result of positive and effective input by both teachers and the administration. A Calendar Committee will work with the administration of the school calendar. Final decisions will be made by the administration.



## **SECTION 6 - ATTACHMENTS**

1. Procedural Agreement
2. Certified Salary Schedule for 2023-2024.

### **THE FOLLOWING ARE FOR INFORMATIONAL PURPOSES ONLY**

3. Stillwater Public Schools Teacher Evaluation Handbook (TLE Toolkit)
4. Planning Period Form
5. Elementary Combined Class Form
6. Secondary Combined Class Form

# **PROCEDURAL AGREEMENT FOR NEGOTIATIONS**

## **Article (A) – RECOGNITION**

1. The Board hereby recognizes the Association as the exclusive bargaining representative for employees who are required by the position in which they are employed to be certified as teachers and who do not hold supervisory authority with respect to other teachers in the district.
2. All certified and/or licensed teachers under contract with Stillwater Public School District, except administrative personnel, shall have the right to join, participate in, and assist the Association or have the right to refrain from such activities. The Board and/or the Association shall not discriminate against any person, regardless of membership or non-membership in the Association or for participation or non-participation in any phase of the bargaining process.

## **Article (B) – SCOPE OF BARGAINING**

1. The Board and the representatives of the Association must negotiate in good faith on wages, hours, fringe benefits, and other terms and conditions of employment. To negotiate in good faith shall mean both parties must be willing to consider proposals in an effort to find a mutually satisfactory basis for agreement and must be willing to discuss their respective contract proposals. If either party objects to the others' agreement proposals, the objecting party must support its objections with rationale. Neither the Board nor the Association will purposefully use the above statements of "Scope of Bargaining" to expand on or circumvent negotiations on mandatory bargaining issues.
2. There shall be no negotiations on inherent managerial policy. 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 that are not inconsistent with any law or negotiated agreement.

## **Article (C) – STATUTES AND POLICIES**

1. 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 power of the Board, including its power to make policy.

## **Article (D) – NEGOTIATING TEAMS**

1. No more than six (6) designated representatives of the Board will meet with no more than six (6) designated representatives of the Association for the purposes of negotiations. All negotiations shall take place exclusively between the designated representatives of the parties. Only those members who comprise the negotiation teams will be present in the room during negotiations except for the OEA advocate and clerical assistance. Each party will designate a lead negotiator at the outset of the negotiation meetings. The individual designated as the lead negotiator of each party shall have the authority to make proposals and counter proposals, to compromise and to make agreements subject to ratification by the parties. However, when the lead negotiator of either team elects to release information, he/she may do so, provided he/she gives to the lead negotiator of the other team a written/digital copy of the information to be released.

## **Article (E) – NEGOTIATIONS PROCEDURES**

1. Initiating Negotiations

1.1. Upon written request for a negotiation's session by either party, an initial meeting date and place acceptable to both parties will be selected. A negotiation session is defined as that time from presentation of proposals through ratification of a negotiation's agreement. The request for a negotiation session must be made on or before June 1 of each year a negotiation session is to be held

2. Negotiations Meetings

2.1. All Board proposals and all Association proposals will be presented at the first negotiations meeting. Negotiation meetings will be held at times and places mutually acceptable to both parties. During meetings, each party is free to caucus at any time. The lead negotiator for each team will be the chief spokesperson for each meeting. Other meetings ground rules shall be set by agreement of the team members.

3. Exchange of information

3.1. Upon reasonable request, the parties shall provide each other with available information regarding negotiations.

4. Information Releases

4.1. During negotiations, releases to news media shall be by mutual agreement only.

5. The Agreement

5.1. All proposals and counter proposals will be presented in writing. Tentative agreements reached between representatives of the parties shall be reduced to writing and signed and dated by the lead negotiators. Such tentative agreements shall then be set aside pending final approval or ratification as a package first by the Association and subsequently by the Board. Items that have received tentative agreement cannot be reconsidered, unless mutually agreed upon by both teams or unless the Board and the Association fail to ratify the agreement. Tentative agreements become final agreements and thus a part of the contract upon ratification by the Board and the Association. Upon approval and after necessary action by the Board, terms of the agreement shall be implemented. No further negotiations will take place without mutual agreement until a formal request is made in accordance with the guidelines for initiating negotiations (Article E, Subsection I).

**Article (F) - IMPASSE PROCEDURE**

1. If negotiations representatives of the Board and the Association are unable to reach agreement on any or all negotiations items, the procedure for resolving an impasse as developed by the Board and representatives of the Association shall be in effect. If negotiations are not successfully concluded by the first day of school an impasse shall exist. At any earlier time following the initial negotiation session, either party may declare an impasse, or, by mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school. Within two (2) days of such declaration, the parties shall jointly request the services of the Federal Mediation and Conciliation Service (FMCS), unless the parties mutually agree to forego the mediation process.

2. If the mediation process has been utilized and fails to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items shall be submitted to a fact finding committee as follows:

- 2.1.1. One member selected by the representatives of the Association within five (5) days after the reaching of impasse;
- 2.1.2. One member who shall be selected by the Board within five (5) days after the reaching of impasse; and
- 2.1.3. One member who shall serve as chairperson of the committee and shall be selected as follows:
  - 2.1.3.1. The State Board of Education shall appoint not less than twenty or more than thirty persons to be placed on the State Superintendent's list of fact finders. The appointees must reside in Oklahoma, must be neutral and unbiased and must be knowledgeable in the fields of school operations, school finance, personnel management, dispute resolution, and hearing procedures. The appointees shall not currently be elected public officers or employees of a board of education or officers or employees of an organization of education employees. No person who is related within the second degree by consanguinity or affinity to an elected public officer, to an employee of the local board of education that is involved in the impasse, or to an employee of an organization of education employees shall be eligible to serve as a fact finder.
  - 2.1.3.2. An appointee shall serve until such appointee resigns or is removed by the State Board of Education from the State Superintendent's list of fact finders. An appointee must be removed immediately if he or she becomes an elected public officer or employee of a board of education or an officer or employee of an organization of education employees.
  - 2.1.3.3. Within ten (10) days of being notified that a fact finder is needed, the State Superintendent of Public Instruction or designee shall provide the names of five potential fact finders selected at random from the list of appointees who are available to serve as a member and the chairperson of the committee. The parties shall select the fact finder from the five names within fifteen (15) days after receiving the list of fact finders.
  - 2.1.3.4. It shall be the responsibility of the State Board of Education to establish rules, regulations, training, hearing procedures, and payment schedules to implement the provisions of this paragraph.
- 2.1.4. Within five (5) days after the selection of the chairman, the representatives who have been negotiating for the Board and for the Association shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished by each party to the chairman and other members of the committee.
- 2.1.5. The chairman shall convene the committee for fact finding. This committee shall meet with the representatives of both parties. Within twenty (20) days after the chairman is selected, the committee shall present written recommendations to the local Board and to the Association.
- 2.1.6. 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 for the organization. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such a meeting, the

representatives 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 good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.

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

2.1.8. The Association and the Board will each be responsible for the fees and costs of its member on the fact-finding committee and shall share equally in the fees and costs of the third member.

2.2. The procedure provided for herein for resolving impasses shall be the exclusive recourse of the Association. It shall be illegal for the Association to strike or threaten to strike as a means of resolving differences with the Board. Any member of the Association engaging in a strike shall be denied the full amount of his wages during the period of such violation. If the Association or its members engage in a strike, then the Association shall cease to be recognized as representative of the unit and the school district shall be relieved of the duty to negotiate with such Association or its representatives.

#### **Article G - DURATION**

1. After ratification by the Board and by the Association, this agreement shall become effective upon the signing by the Board President, the Association President, and the Association Chief Negotiator. This agreement shall be effective for the successive fiscal year periods unless a successor agreement is mutually agreed upon by representatives of the Association and the Board and shall be renewed automatically without modification, unless either party shall request an amendment.
2. This Agreement remains in effect during the time the Association continues as the exclusive negotiation representative and shall continue in effect for successive fiscal year periods. If either party desires to amend the Agreement, written notice shall be given prior to June 1st. 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. When completed, the revised Procedural Agreement will become effective.

#### **Article H - SAVINGS CLAUSE**

1. If any provision(s) of this agreement is found to be in conflict with state or federal law, now or hereafter enacted, such provision(s) will be held inoperative and void. All other provisions in this agreement will remain in effect. The party (the Board or SEA negotiating team) discovering the inoperative provision(s) will inform the other party within five (5) days of the discovery. Upon request of either party, the two parties will then meet within fourteen (14) days solely for the purpose of negotiating only the affected provision(s).

#### **Article I - NON-DISCRIMINATION**

There shall be no discrimination against any employee covered by this contract in a manner which would violate any applicable laws on the basis of race, color, creed, national origin, age, sex, or marital status in the evaluation, employment, transfer, or promotion of personnel.





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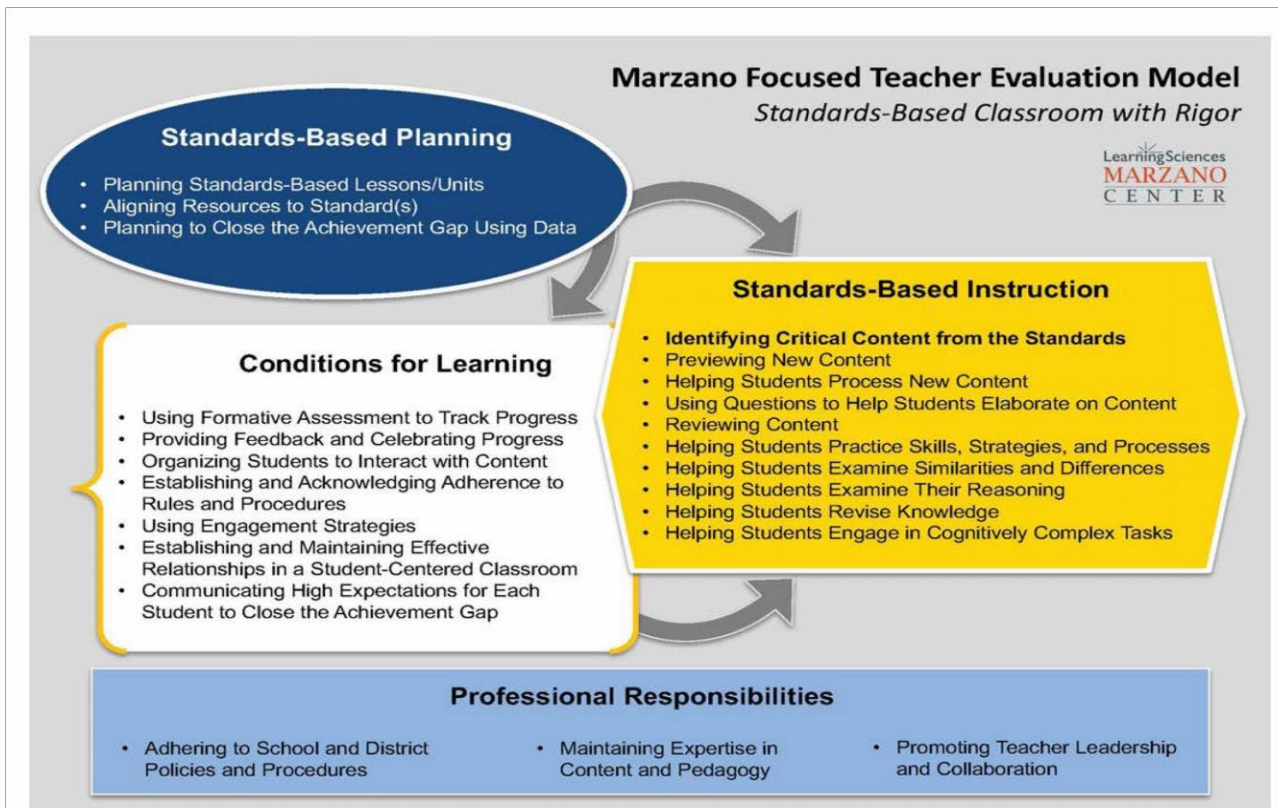
August 2023

# Marzano Focused Teacher Evaluation Model

We are using the Marzano Focused Teacher Evaluation Model as our evaluation tool for 2023-2024.

## The Focused Model

- integrates the prior 60 behaviors into 23 scoreable elements for standards-based classrooms
- concentrates measurable teacher actions and capabilities into 23 essential behaviors
- measures teacher effectiveness within four areas of expertise
  - 1. Standards-Based Planning
  - 2. Standards-Based Instruction
  - 3. Conditions for Learning
  - 4. Professional Responsibilities





Sample of real-time data displayed in iObservation. The figure is not comprehensive for all four domains.

Standards-Based Planning	Evaluative Observations	Evaluation Score
Planning Standards-Based Lessons/Units	Dv Ap In	4 Innovating
Aligning Resources to Standard(s)	NU Dv Ap	3 Applying
Planning to Close the Achievement Gap Using Data	Bg Dv Ap	3 Applying
<b>Standards-Based Planning Score: 3.33</b>		
Standards-Based Instruction	Evaluative Observations	Evaluation Score
Identifying Critical Content from the Standard	Dv Ap Ap Ap In	4 Innovating
Previewing New Content	Ap In	4 Innovating
Helping Students Process Content	NU Bg Dv	2 Developing
Using Questions to Help Students Elaborate on Content	Dv Dv Ap	3 Applying
Reviewing Content	Bg Dv Ap	3 Applying
Helping Students Practice Skills, Strategies, and Processes	Dv Ap	3 Applying
Helping Students Examine Similarities and Differences	NU Bg Dv	2 Developing
Helping Students Examine Their Reasoning	Bg Dv Ap	3 Applying
Helping Students Revise Knowledge	Bg Dv	2 Developing
Helping Students Engage In Cognitively Complex Tasks	Ap	3 Applying
<b>Standards-Based Instruction Score: 2.90</b>		
Conditions for Learning	Evaluative Observations	Evaluation Score
Using Formative Assessment to Track Progress	NU Bg Dv Ap	3 Applying
Providing Feedback and Celebrating Progress	Ap In	4 Innovating
Organizing Students to Interact with Content	Ap	3 Applying

Each element receives a score

Element score history is shown

Each score links to the observation for details

## Who Will Be Evaluated?

All **classroom teachers** will be evaluated using the Marzano Focused Teacher Evaluation Model.

All **certified non-classroom teachers** such as, nurses, counselors, librarians, speech pathologists, school psychologists and academic coaches, will be evaluated using the Marzano Focused Instructional Support Personnel Evaluation Model.

# How Will Teachers Be Evaluated?

## Probationary and Career Teachers

State statute requires teachers to be categorized as either “Probationary” or “Career” teachers.

In order for an educator to attain career status, regulations set in HB2957 (2016) must be met. In accordance with HB2957 (2016), a career teacher who was employed for the first time in one school district under a written continuing or temporary teaching contract beginning in 2017-2018 or thereafter:

- a.) has completed three consecutive complete school years in one district and has achieved a district evaluation score of *superior* for two of the three school years,
- b.) has completed four consecutive complete school years in one district and achieved at least an *effective* district evaluation score on the TLE for the last two years of the four year period, or
- c.) has completed four or more consecutive complete school years in one district and has not met the requirements above, **only** if the principal of the school of which the teacher is employed submits a petition to the district superintendent requesting that the teacher be granted career status, the superintendent agrees with the petition and the local board of education approves the petition. The petition shall specify the facts supporting the granting of career status to the educator. These documents should be retained as part of the educator's personnel file.

We will consider two (2) teacher categories when calculating evaluation scores in iObservation;

- o all **probationary** teachers will be **Category 1 (C1)** teachers, and
- o all **career** teachers will be **Category 2 (C2)** teachers.

### ***DISTRICT STANDARDS FOR TEACHER EVALUATION***

1. EVERY DOMAIN IS OBSERVED (not every element)
  - A. PROFESSIONAL RESPONSIBILITIES DOMAIN will be observed and scored for each teacher
  - B. STANDARDS-BASED PLANNING is observed and scored for each teacher
2. GROWTH PLANS are required and are included in conference dialogue
3. STUDENT ACHIEVEMENT DATA is included when considering an evaluation score (when available)
4. NO FEWER THAN 60 DOCUMENTED MINUTES/semester for Probationary Teachers and 30 minutes/semester for Career Teachers
5. INFORMAL OBSERVATIONS

\*Informal - unannounced, pre- & post-conference as needed

## Observation/Evaluation Table

	<b>Probationary Teacher</b>	<b>Career Teacher</b>
	Requirements have changed and can be found in the <a href="#">Teacher and Leadership Effectiveness document</a> .	Requirements have changed and can be found in the <a href="#">Teacher and Leadership Effectiveness document</a> .
First Semester Prior to Dec 31, 2023	30 Minutes Minimum 2 Observations Minimum  ----- Mid Term Summative Evaluation	30 Minutes Minimum 1 Observation Minimum
Second Semester Prior to April 1, 2024	30 Minutes Minimum 2 Observations Minimum  ----- Final Evaluation on or before April 1, 2024	30 Minutes Minimum 1 Observation Minimum  ----- Final Evaluation on or before April 1, 2024

## 0 – 4 Rating Scale (Inherent component in iObservation)

### LEVELS OF PERFORMANCE

Innovating (Level 4)	Applying (Level 3)	Developing (Level 2)	Beginning (Level 1)	Not Using (Level 0)
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### Proficiency Scale for all teachers, Probationary [Category I (CI)] and Career, [Category II (CII)]

All Teachers	Superior (5)	Highly Effective (4)	Effective (3)	Needs Improvement (2)	Ineffective (1)
Calculation Formula	At least 70% at Level 4 and 0% in Level 0-1	At least 70% at Level 3 or higher and 0% in Level 0-1	At least 40% at Level 2 or higher	60% or more at Level 1 or lower and more than 0% at Level 3 or higher	60% or more at Level 1 or lower and 0% at Level 3 or higher

The Evaluation Score will then be converted to a Final Score that will reflect the 5-Tier Rating System as required by legislation.

### Overall Status and Final Score in Oklahoma’s 5-Tier Rating system.

Superior	Highly Effective	Effective	Needs Improvement	Ineffective
4.8-5.0	3.8 – 4.79	2.8– 3.79	1.8 – 2.79	Less Than or Equal to 1.79

Note:

1. Observations and Evaluations are required to be acknowledged electronically in iObservation.
2. All calculations will be computed via iObservation. Administrators do not calculate ratings.

## TLE Scoring Explanation

The Marzano Focused Teacher Evaluation Model contains 23 scorable elements divided among four domains: Standards-Based Planning, Standards-Based Instruction, Conditions for Learning, and Professional Responsibilities. The four domains are weighted as follows:

<b>DOMAIN 1</b> Standards- Based Planning 13%	<b>DOMAIN 2</b> Standards- Based Instruction 44%	<b>DOMAIN 3</b> Conditions for Learning 30%	<b>DOMAIN 4</b> Professional Responsibilities 13%
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In each element, the highest score marked is the score used in the calculation. In Example 1 below, a teacher was marked in the first domain - Standards-Based Planning. The highest mark is the mark that is used in the calculation of each element in that domain.

### Example 1

**Standards-Based Planning**

Score: 3.0 - Effective Weight: 14.94% (adj. from 13.0%)

Look-for ▼	Last Observations	Evaluation Score ▼
Planning Standards-Based Lessons/Units ▼	- - Ap Ap	Applying <b>3</b>
Aligning Resources to Standard(s) ▼	Ap - Ap In	Innovating <b>4</b>
Planning to Close the Achievement Gap Using Data ▼	- - - Dv	Developing <b>2</b>

**Standards-Based Planning Score: 3.0**

In each domain, the score is calculated as a simple average of all the highest marks in that domain. In the above example this calculation is  $(3 + 4 + 2) / 3 = 3.0$

A teacher's score is calculated by converting each domain score to match the 5-point scale used in Oklahoma, and then using the weights for each domain to calculate the weighted average that appears within the iObservation system. The following example illustrates what is automatically calculated by iObservation.

Example 2: Suppose a teacher earned the following scores in each domain

<b>DOMAIN 1</b> Standards- Based Planning 13% <b>3.0</b>	<b>DOMAIN 2</b> Standards- Based Instruction 44% <b>3.0</b>	<b>DOMAIN 3</b> Conditions for Learning 30% <b>3.5</b>	<b>DOMAIN 4</b> Professional Responsibilities 13% <b>3.33</b>
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Since Oklahoma is on a 1-5 scale, we have to convert the Marzano 0-4 scale to the Oklahoma 1-5 scale. The next table shows the scale conversion that is used to accomplish this.

Scale:					
Label	Superior	Highly Effective	Effective	Needs Improvement	Ineffective
Details	3.6 - 4.0	3.3 - 3.59	2.3 - 3.29	1.3 - 2.29	0.0 - 1.29
Value	5.0	4.0	3.0	2.0	1.0

After conversion to the Oklahoma 5-point scale, this teacher's scores are as follows:

DOMAIN 1	DOMAIN 2	DOMAIN 3	DOMAIN 4
Standards- Based Planning	Standards- Based Instruction	Conditions for Learning	Professional Responsibilities
13%	44%	30%	13%
<b>3.0</b>	<b>3.0</b>	<b>4</b>	<b>4</b>

How to calculate the weighted average:  $3.0 (.13) + 3.0 (.44) + 4 (.30) + 4 (.13) = 3.43$

iObservation will round to the nearest tenth and report a final score of **3.4 Effective** on the 5-point Oklahoma scale.

All certified staff will complete a Growth Plan in the iObservation tool. This plan must include a minimum of two goals to meet the Professional Learning Focus expectation.

# Professional Learning Focus

(PL Focus)



Name \_\_\_\_\_

Date \_\_\_\_\_

Track your learning. **Identify 2 focus areas for growth**, and document the PD that you have participated in to assist in these areas. Other PD can be identified on this worksheet as well. Submit this along with your PD Log to your principal.

		<b>Standards-Based Planning</b>	Fall '21	PD	Spring '22	PD
*		Planning Standards-Based Lessons/Units				
*		Aligning Resources to Standard(s)				
*		Planning to Close the Achievement Gap Using Data				
		<b>Standards-Based Instruction</b>				
*		Identifying Critical Content from the Standards				
*		Previewing New Content				
*		Helping Students Process New Content				
*		Using Questions to Help Students Elaborate on Content				
*		Reviewing Content				
*		Helping Students Practice Skills, Strategies, and Processes				
*		Helping Students Examine Similarities and Differences				
*		Helping Students Examine Their Reasoning				
*		Helping Students Revise Knowledge				
*		Helping Students Engage in Cognitively Complex Tasks				
		<b>Conditions for Learning</b>				
*		Using Formative Assessment to Track Progress				
*		Providing Feedback and Celebrating Progress				
*		Organizing Students to Interact with Content				
*		Establishing and Acknowledging Adherence to Rules and Procedures				
*		Using Engagement Strategies				
*		Establishing and Maintaining Effective Relationships in a Student-Centered Classroom				
*		Communicating High Expectations for Each Student to Close the Achievement Gap				
		<b>Professional Responsibilities</b>				
*		Adhering to School and District Policies and Procedures				
*		Maintaining Expertise in Content and Pedagogy				
*		Promoting Teacher Leadership and Collaboration				



Term	Description
<b>Applying</b> (generic)	Strategy is used and monitored to see if it has the desired effect with the majority of students.
<b>Beginning</b> (generic)	Strategy is used but pieces or components are missing.
<b>Category I Teacher</b>	Probationary Teachers
<b>Category II Teacher</b>	Career Teachers
<b>Focused Teacher Evaluation Model</b>	<p>The Focused Teacher Evaluation Model is not a new model; instead, it is a revised version of the research-validated Marzano Teacher Evaluation Model. The Focused Model directly supports standards-based instruction and simplifies the evaluation process for teachers and school leaders. The research-based practices and effective strategies, and the common language embedded in earlier versions of the model are still embedded in the Focused Model.</p>
<b>Common Language</b>	<p>A transparent way to talk about instruction that is shared by everyone. It is a well-articulated knowledge base that describes the complexity of teaching and describes key strategies revealed by the research to have a high probability of impacting student learning. It should also describe the instructional context for appropriate use of instructional strategies to have the highest probability for raising student learning. The common language represents what a school or district defines as effective instruction. A common language enables teachers to engage in decision making, professional conversations and deliberate practice aimed at improving student achievement.</p> <p>For administrators, a common language provides the means to offer focused formative and summative feedback. It supports administrators in making decisions regarding hiring and selection of teachers, the induction of new teachers, professional development, coaching and support for struggling teachers as well as opportunities to develop career ladders for teachers. A common language is a key improvement strategy that provides the context for aligning all instructional programs.</p>

<b>Consecutive Complete School Years</b>	A teacher fulfills the requirement of a complete school year if they begin employment with the district by the 1 <sup>st</sup> day of instruction. The school year becomes consecutive when there is an uninterrupted succession of subsequent years.
<b>Contemporary Research</b>	Recent research conducted within the last five to seven years.
<b>Deliberate Practice</b>	A mindset that requires teachers to precisely attend to what they are doing in the classroom on a daily basis to identify what is working and what isn't and to determine why students are learning or not. In deliberate practice teachers identify up to three thin slices of teaching to focus their efforts to improve. Deliberate practice requires establishing a baseline for performance in a focus area (thin slice) and engaging in focused practice, feedback and monitoring of progress within a time-bound goal for improvement.
<b>Design Questions</b>	10 questions that teachers ask themselves when planning a lesson or unit of instruction.
<b>Developing (generic)</b>	Strategy is used correctly but the majority of students are not monitored for the desired effect of the strategy.
<b>Domain</b>	A body of knowledge defined by research representing a particular aspect of teaching.
<b>Focused Feedback</b>	Feedback that is focused on specific classroom strategies and behaviors during a set time interval. The feedback is informative, constructive, objective and actionable. Feedback is generally provided by administrators, coaches, and peers.
<b>Focused Practice</b>	Practice that is focused on a limited number of strategies where corrections, modifications, and adaptations are made to improve student learning at an appropriate level of difficulty so that the teacher can experience success.

<p><b>High Probability Strategies</b></p>	<p>Research can never identify the instructional strategies that work with every student in every class. The best research can tell us is which strategies have a good chance of working well. Teacher must determine which strategies to use with the right students at the right time. Research-based strategies have a higher probability of raising student learning when they are used at the appropriate level of implementation and within the appropriate instructional context.</p>
<p><b>Innovating (generic)</b></p>	<p>New strategies are created to meet needs of specific students or class as a whole in order for the desired effect to be evident in all students.</p>
<p><b>Lesson Segment</b></p>	<p>Parts of a lesson that have unique goals and purposes for teachers and for students. Teachers engage in intentional and specific actions during these times. The Marzano Evaluation Framework consists of three major lesson segments: Lesson Segment Addressing Routine Events, Lesson Segment Addressing Content, and Lesson Segment Enacted on the Spot.</p>
<p><b>Not Using (generic)</b></p>	<p>Strategy is called for, but not used. A teacher may be unaware of the strategy or is aware of the strategy but has not tried it in their classroom.</p>
<p><b>Observation</b></p>	<p>Observation is one method for collecting evidence that will be used as a source of data for the summative evaluation and provides a rich source of feedback to teachers regarding their instructional practice and professional growth. While planning and reflection conferences are not required, observers should provide timely and actionable feedback to teachers regarding these observations.</p>

<p><b>Performance Scales</b></p>	<p>Scales describe novice to expert performance (level of skills) for each of the 60 strategies included in the four domains of the Marzano Evaluation Framework. The scales provide a means for teachers to gauge their use of particular instructional strategies and for administrators to provide feedback to teachers regarding their use of specific classroom strategies. These are embedded within the observation protocol using the labels: Not Using, Beginning, Developing, Applying, and Innovating.</p>
<p><b>Plan for Improvement</b></p>	<p>A collaborative action plan created by the evaluator with assistance from the teacher rated as ineffective.</p>
<p><b>Reflection (Post)Conference</b></p>	<p>The reflection or post-conference provides an opportunity for the teacher and the administrator to reflect about the lesson, clarify expectations and plan forward using the reflection (post)conference form as a guide for reflection and feedback.</p>
<p><b>Student Evidence</b></p>	<p>Specific observable behaviors that students engage in response to the teacher's use of particular instructional strategies.</p>
<p><b>Targeted Element</b></p>	<p>An element that was consistently rated low in the teacher's observations and significantly contributed to the Ineffective rating for a particular Domain.</p>
<p><b>Teacher Evidence</b></p>	<p>Specific observable behaviors that teachers engage in when using a particular instructional strategy.</p>







**APPROVED**

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Jennifer Bobo, President & Chief Negotiator  
Stillwater Education Association

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Tim Riley, President  
Stillwater Public Schools Board of Education

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Date

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Date

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Dr. Janet Vinson, Chief Negotiator  
Stillwater Public Schools Board of Education

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Date