

2018-2019 NEGOTIATED AGREEMENT

between

THE MORRIS BOARD OF EDUCATION

and

THE MORRIS EDUCATION ASSOCIATION

Agreement between the Morris Board of Education and the
MORRIS EDUCATION ASSOCIATION

PREAMBLE

The agreement entered into this 13th day of August 2018, by the Board of Education for Independent School District I-003 City of Morris Oklahoma, hereinafter called the "Board" and the MORRIS EDUCATION ASSOCIATION, hereinafter called the "Association."

PROVISIONS

This agreement shall become part of the contract entered into between the Board and the individual members of the Association. If any provisions of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application between the Board of Education and the MORRIS EDUCATION ASSOCIATION shall remain valid and subsisting.

NEGOTIATION PROCEDURE

This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE I: NEGOTIATIONS PROCEDURAL AGREEMENT

PROCEDURAL AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NUMBER I-003

And

THE MORRIS EDUCATION ASSOCIATION

1. The Board hereby recognized the MORRIS EDUCATION ASSOCIATION as the exclusive negotiation representative for the bargaining unit consisting of all employees who are required by the position in which they are employed to be licensed or certified as teachers or entry year teachers, as defined in the Oklahoma School Code, and who do not hold supervisory authority with respect to other teachers of the Morris Public Schools.
2. The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment.

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

There shall be no negotiations on inherent managerial responsibilities including but not limited to the functions and programs of the District, the establishment of the District's budget, the organizational structure of the schools, and the selection of personnel.

3. The Board and the Association shall each exchange in writing at the first negotiation session, the names of not less than three (3) members who shall serve as their respective representatives for negotiations pursuant to the provisions of this Agreement. Each party shall also designate the person on its team who will serve as spokesperson. Neither party shall attempt to exert influence over the others party's selection of representatives.
4. Negotiations may be initiated by either group by the submission of a written request for a meeting along with a proposed agenda to the chairman of the other group no later than April 1st of each year. If no such request is presented by either group prior to the deadline, then the Master Contract from the previous year shall be in effect except for any changes mandated by law. The chairman originating the request shall arrange a suitable time and place for a meeting within the (10) days of the date of such request.
5. The above procedure does not preclude informal meetings that may be deemed necessary and that might be called by mutual agreement.
6. The parties agree to meet at reasonable times and places and to negotiate in good faith with the other in order to expedite the spirit and letter of this agreement and the Oklahoma statute on negotiations. All meetings will be closed meetings except by mutual agreement of both chairmen.
7. The Board shall provide the Association with such information as is necessary to be used in formulating and negotiating proposals on behalf of member certified personnel. Likewise, the Association will provide the Board with such information as is pertinent to the matter to be considered.
8. 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 impasses may be extended beyond the first day of school.

Time lines may be extended by mutual agreement of the parties.

Within two (2) days of such declaration, the parties may, by mutual agreement, request the services of the Federal Mediation and conciliation.

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

A fact-finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the Association, and one (1) member shall be selected by the Board, with five (5) days. The third member shall be selected by the first two (2) members as follows: The parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a list of potential fact finders from the State Superintendent. If no name on the list is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list. The parties will then continue alternately striking names from the list until only one name remains. The person whose name remains on the list will serve as the chairperson of the fact-finding committee.

The committee shall meet with the Board's and the Association's negotiation representatives for the purpose of fact finding.

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

The cost for the services of the fact finding committee, including per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the representative selected by the Board, the Association shall assume the expenses of the representative selected by the Association, and the expenses of the third member shall be shared equally by the Board and the Association.

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

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

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

If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found acceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements, as provided for by this section, either party may discontinue such effort.

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

9. When the two negotiating teams reach an agreement, that agreement shall be reduced to writing and signed by the chairman of each group. The Association committee shall then present the agreement to the Association members for ratification by secret ballot. The School board committee shall submit their agreement to the Board for ratification. Should either group fail to ratify the agreement, the two negotiating teams may resume further negotiations or either chairman may declare an impasse.
10. For all practical purposes the Association shall represent member classroom personnel in all matters herein specified. However, this agreement shall not be interpreted to preclude any individual from discussing any problems they might have with an appropriate administrator.
11. This Agreement shall continue in effect for successive fiscal year periods unless notice is give, in writing, between January 1 and January 31 of any year, by either party, that the party desires to modify, amend or terminate this Agreement. Once such notice is given, negotiations related to changes in this agreement shall commence on a mutually agreeable date within thirty (30) days of such notice.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in duplicate, each of which is an original, as of this 13th day of August 2018.

INDEPENDENT SCHOOL DISTRICT I-003
OF OKMULGEE COUNTY, OKLAHOMA

BY _____

MORRIS EDUCATION ASSOCIATION

BY _____

ARTICLE II: RIGHTS

Section 1: Board Rights

Both parties recognize that the Board has the responsibility and the authority to manage and direct all the operations of the school district to the full extent vested in it by the laws of the State of Oklahoma.

The Board and the Association shall abide by all applicable state and federal statutes, rules, and regulations. This agreement shall not abrogate the legal rights, obligations, and power to make policy.

Section 2: Association Rights

- A. In accordance with the School Laws of Oklahoma, Section 103, the board shall make payroll deductions for either of both professional organization dues and political contributions upon the request of any school employee and shall transmit deducted funds to the organization designated by the school district employee. Such deductions shall be on a ten-month basis unless otherwise designated by the employee organization.
- B. The association and its representatives shall have the right to use school buildings at all reasonable hours for meetings and must schedule all meetings through the superintendent's office.
- C. The association and its representatives shall have the right to use school facilities and equipment, including computers, typewriters, copying machines, other duplicating equipment at reasonable times, when such equipment is not otherwise in use. The association shall pay for the costs of all materials and supplies incidental to such use.
- D. The association shall have the use of the school mail facilities, including, but, not limited to payment of postage.
- E. The association shall be provided with one (1) bulletin board per building for the purpose of posting notices of activities and matters of association concern.
- F. The board shall provide the association, upon request, any compelled public information concerning the financial resources of the school district, including, but not limited to annual financial reports, register of certified personnel, tentative budgetary requirements and allocations.
- G. The president of the association shall receive a school board briefing packet before each school board meeting. The packet shall include only proposals to be voted upon; an agenda, and any pertinent data or proposals for discussions, personnel material and any other confidential material shall be excluded.

- H. The president of the association will work in a cooperative manner with his/her building administrator on a minimal amount of time needed to attend to Association business. This time must be utilized for the purpose stated above or this will be denied if for any reason it is abused.
- I. The association shall be on the agenda of any in-service programs conducted by the school.
- J. The association shall be provided with a copy of board policy in order to correlate negotiation procedures with the board policy.

Section 3: Teacher Rights

- A. Nothing contained herein shall be constructed to deny or to restrict any teacher such rights he/she has under the laws of Oklahoma and the United State or other applicable laws, decisions, and regulations.
- B. The teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher, except those prohibited by state of federal statutes, or lack thereof shall be grounds for any discipline or discrimination.
- C. The provisions of the contract shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- D. Teachers will not be required to perform any duty or act in the normal course of teaching activities which knowingly threatens anyone's physical safety or well-being.
- E. A teacher shall be entitled to have a representative present whenever attending a conference with the principal, superintendent, or Board of Education, during which the teacher is receiving a written reprimand or other formal disciplinary action. If, during a non-disciplinary conference, it is determined that a teacher is to receive disciplinary action, the teacher may ask that the conference be rescheduled in order for the teacher to secure a representative.
- F. The official personnel file of all certified personnel will be maintained on site.
- G. Records of admonishments, letters of caution, written reprimand and similar disciplinary action papers may be removed after a period of five years upon mutual agreement of the superintendent and the teacher.
- H. The district will provide all certified staff with a copy of the Negotiated Agreement after the agreement has been approved and signed.

ARTICLE III: PERSONNEL POLICIES

Section 1: Teacher Preparation

- A. Instructional and Professional Meetings: School personnel responsible for scheduling meetings shall clear the time, place, and date with the superintendent of schools. Insofar as possible, building meetings, departmental meetings, and general faculty meetings should be scheduled far enough in advance to give teachers adequate notice.

The Board shall provide seven (5) days for the purpose of attendance at professional meetings. The placement of those days on the school calendar shall be recommended to the board by the superintendent after receiving input from the association. The composition of activities for those days shall be recommended to the board by the staff development committee and the administration. There will be loss of pay for non-attendance when school is dismissed for a professional meeting

- B. Local Professional Development: A local professional development plan has been adopted by the Morris Board of Education and the MEA to govern the professional development needs of the faculty. A complete copy is available in each building principal's office.

Section 2: Leave of Absence

A teacher who has worked for the school system for three consecutive years may request a leave of absence for the ensuing year by notifying the Board of the request by March 1. In emergency situations a teacher may request after March 1. The board shall consider requests for the following reasons: (A) maternity, (B) person illness, (C) caring for a sick member of the immediate family, (D) military service, (including reserve duty training), and (E) further study. Requests for leave of absence for personal illness or caring for a sick member of the immediate family must be accompanied by a physician's statement.

Teachers returning from a leave of absence must notify the board of intent to return by March 1. Because the extenuating circumstances, a returning teacher may request additional time to decide by submitting such request to the board by March 1. Teachers are returned from leaves of absence in accordance within the Board of Education's regulations. Requests for a return from a leave of absence for personal illness must be accompanied by a physician's statement. Upon the expiration of a leave of absence, the teacher shall be returned as agreed by individual written agreement between the teacher and the Board of Education. Teachers returning from leaves of absence are to return without loss of tenure or seniority.

Upon expiration of leave of absence, the teacher will be returned to a position in his or her field of certification. All leaves of absence automatically expire on June 30 of each year provided an earlier date has not been approved by the board of election. The Board of Education may extend a leave if circumstances warrant such an extension.

The board shall provide temporary leave of absence with pay for the time necessary for appearance in legal proceedings affecting the superintendent, the school, the system, or other legal proceedings as required by law except those in which the employee is the defendant or plaintiff.

Section 3: Short Term Absences

- A. Personal Illness: At the beginning of each school year each teacher shall be credited with the (10) days of leave at full salary for personal accidental injury, illness or pregnancy, or accidental injury or illness in the immediate family. Immediate family shall include: spouse, child, parent, mother-in-law and father-in-law, grandparents, grandchildren, siblings, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. Unused sick leave shall be cumulative from year to year as long as the employee remains continuously in the system provided the maximum sick leave credit shall be reduced by one day for every day that the employee is absent for reasons covered by the sick leave policy. Maximum sick leave credit at all time shall not exceed 90 days.

Any stipend and / or incentive pay shall be disbursed in a check separate from the standard salary check.

For the 2018-2019 school year the district and the MEA Negotiation Committee shall review the revenue collections for the 2018-2019 school year before the 2019 May board meeting for consideration of all stipends / incentives payable in June 2019. The stipends / incentives should not be considered a continuing obligation of the district.

For the 2018-2019 school year, the attendance incentive shall be given based on the following table:

<u>DAYS PRESENT</u>	<u>INCENTIVE</u>
180	\$250.00
179	\$200.00
178	\$150.00
177	\$100.00
176	\$ 50.00

- B. Extended Sick Leave: If, after exhausting all sick leave, a teacher is absent from his or her duties due to extended illness, the teacher shall receive the full contract salary less the amount actually or normally paid a substitute for his or her position for an additional twenty (20) days.
- C. Emergency Leave: Up to four (4) days of non-cumulative emergency leave with pay may be granted for unforeseen and uncontrollable circumstances, which would reasonably keep an employee from performing his duties.
- D. Personal Business Leave: The board shall provide three (3) paid days of non-cumulative personal business leave for all teachers upon the request of the teacher. Such leave shall

be limited to personal business matters that cannot be conducted after school hours or on weekends. (This leave must be approved prior to use by building administrator).

Teachers will receive pay at a rate of \$50/day for unused personal business leave days.

E. Pay for Accumulative Sick Days:

Example:

$$(\text{ACCUMULATED SICK DAYS} \times \$10) + (\text{YEARS IN THE DISTRICT} \times \$20) = \text{BONUS}$$

Maximum Sick Days	Rate Per Day	Years Service in the District	Rate Per Year	Total Stipend
100	\$10	26	\$20	\$1520
100	\$10	25	\$20	\$1500
100	\$10	24	\$20	\$1480
100	\$10	23	\$20	\$1460
100	\$10	22	\$20	\$1440
100	\$10	21	\$20	\$1420
100	\$10	20	\$20	\$1400
100	\$10	19	\$20	\$1380
100	\$10	18	\$20	\$1360
100	\$10	17	\$20	\$1340
100	\$10	16	\$20	\$1320
100	\$10	15	\$20	\$1300
100	\$10	14	\$20	\$1280
100	\$10	13	\$20	\$1260
100	\$10	12	\$20	\$1240
100	\$10	11	\$20	\$1220
100	\$10	10	\$20	\$1200

F. For the 2018-2019 school year the district shall offer a Retirement Stipend in the amount of four thousand dollars (\$4,000.00) payable in June 2018. (See appendix E)

G. Bereavement Leave: Each teacher shall be provided up to six (6) days bereavement each year for the death of parents, grandparents, children, grandchildren, spouse, brothers, sisters, brothers-in-law, sisters-in-law, parents-in-law daughters-in-law, and sons-in-law; however, three (3) days of the six (6), days may be used to attend funeral (s) of persons not in the teacher’s immediate family.

1. These days are not chargeable to other leave and are not cumulative.

2. Except in cases of emergency, prior notice shall be given to the building principal.

H. Professional Duties: Absence without loss of pay to the teacher may be granted by the principal, upon the approval of the superintendent, for professional duties.

I. Civic and Community Activities: Leave without loss of pay to the teacher to participate in civic and community activities may be granted by the principal upon the approval of the superintendent when such leave has a direct relationship to the school and/or educational welfare (or is designed to contribute to better school-community relations).

Professional leave without loss of pay will be given a teacher to testify for a fellow teacher before a Hearing panel if such teacher is called as a witness.

J. Jury Duty and Court Appearances: Teachers shall be granted leave to serve on a jury or as a witness subpoenaed in a criminal, civil, or juvenile proceeding. A teacher serving as a juror or subpoenaed witness shall be paid full contract salary less any compensation received for such service, exclusive of parking or mileage reimbursement.

K. Absence Due to Injury: Teachers who suffer job-related injuries, other than those enumerated in Article III, Section 9, "Protection of Teachers," paragraph C, which qualify for temporary total disability benefits under the Oklahoma Workers Compensation Act may utilize accumulated sick leave or personal business leave on a prorated basis in increments necessary to make up the difference between the teacher's regular salary and Worker's Compensation benefits."

L. Military Leave: employees, who are members, either officers or enlisted, of the Reserve Corps of the Army, Navy, the Marine Corps, the Coast Guard, the women's Auxiliary Corps, or any other component of the Armed Forces of the United States, including members of the National Guard, shall, when ordered by the proper authority to Active duty of service, be entitled to leave of absence from the employment with the Morris Board of Education for such active service without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave of absence.

M. Miscellaneous Provisions:

1. For extreme circumstances teachers who have utilized all available leave days may apply to the superintendent to be absent from work by requesting such absence in advance and 1/175th of the teacher's pay shall be deducted from the teacher's salary for each such day taken.
2. In order that maximum benefits may be provided to all employees in time of valid need, it is imperative that proper controls be used to eliminate the misuse of the various types of leaves in this policy. An employee who abuses the leave policy is subject to disciplinary action.

3. Teachers shall be given a written accounting of accumulated sick leave days by September 16 of each school year.
4. Any employee may be required to submit appropriate evidence concerning the cause of absence in order to qualify for sick leave benefits. Appropriate evidence may include any of the following at the direction of the office of the superintendent:
 - A. A physician's statement endorsed by the employee.
 - B. The employee's statement endorsed by the principal or immediate supervisor.
 - C. Copies of claims submitted for insurance benefits.
 - D. Other information as may be indicated by the circumstances.
5. Appropriate evidence will be submitted as indicated below:
 - A. When requested by the principal or the office of the superintendent.
 - B. Sick leave claimed on days of unusual or inclement weather.
 - C. Sick leave claimed on days immediately preceding or immediately following holidays or non-work days other than weekends.
 - D. Sick leave claimed during the last four weeks of employment.

N. Sick Leave Sharing Program (State Law)

1. The board of education of each school district may establish a leave-sharing program for all district employees. The program shall permit district employees to donate sick leave to a fellow district employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.
2. As used in this section:
 - A. "Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee;

- B. “Household members” means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune;
 - C. “Severe” or “extraordinary” means serious, extreme or life-threatening including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery there from; and
 - D. “District employee” means a teacher or any full-time employee of the school district.
3. A district employee may be eligible to receive shared leave pursuant to the following conditions:
- A. The board of education determines that the employee meets the criteria described in this section; and
 - B. The employee has abided by district policies regarding the use of sick leave.
4. A district employee may donate annual leave to another district employee only pursuant to the following conditions:
- A. The receiving employee has exhausted, or will exhaust, only sick leave earned pursuant to Section 6-104 of this title due to pregnancy, miscarriage, childbirth and recovery there from, an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature, and involves the employee, a relative of the employee or household member.
 - B. The condition has caused, or is likely to cause the employee to go on leave without pay or to terminate employment;
 - C. The board of education of the district permits the leave to be shared with an eligible employee;
5. The amount of leave to be donated is within the limits set by the board of education of the district; and
- A. District employee may not donate excess sick leave that the donor would not be able to otherwise take.

- B. The board of education of each school district shall determine the amount of donated sick leave an employee may receive.
- C. The board of education shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- D. Donated sick leave is transferable between employees of different school districts in the state with the agreement of both boards of education of each school district.
- E. The receiving employee shall be paid the regular rate of pay of the employee. The sick leave received will be designated as shared sick leave and be maintained separately from all other sick leave balances.
- F. Any donated sick leave may only be used by the recipient for the purposes specified in this section.
- G. Only sick leave earned pursuant to Section 6-104 of this title available for use by the recipient must be used prior to using shared sick leave.
- H. Any shared sick leave not used by the recipient during each occurrence as determined by the board of education shall be returned to the donor. The shared sick leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to the annual leave balance of each donor.
- I. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for purposes of the leave-sharing program.
- J. In addition to the sick leave sharing program, provided for in this section, the board of education of each school district may establish a sick leave sharing bank for all district employees. A district employee may donate sick leave to a common fund which may be used by any district employee who is eligible to receive shared leave as set forth in subsection A of this section. The terms and conditions for donation and use of sick leave to a leave sharing bank shall be subject to the provisions of this section, unless negotiations entered into pursuant to Section 509.1 et seq. Of this title, between district employees and the school district establish

terms and conditions for a sick leave sharing bank in excess of those provided for in this section. (70-6-104.6)

Section 4: Teacher Employment Policy

- A. Assignment: The superintendent shall place any teacher where he or she is most qualified and will render the most valuable service as determined by the administration.
- B. Reassignment and Transfer: A teacher is free to ask for a change in assignment or transfer, and such request, accompanied by a statement of the assignment must be acceptable to the receiving principal. A transfer initiated by the administration will be made only after a meeting between affected teacher and the appropriate member of the superintendent's staff.
- C. When a reduction in the number of teachers in a building is necessary, qualified volunteers shall first be reassigned; the reassignment shall be made on the basis of school district needs. If the administration determines qualifications to be equal, then tenure within the district shall be the deciding factor in determining choice of assignment.
- D. Vacancies: The Board of Education and the Association recognize the value of professional growth and experience within the system. Therefore, when a vacancy in a professional area occurs, certified applicants within the system will be given primary consideration (teachers who desire a transfer or promotion for the ensuing school year are to file a request with the superintendent of schools prior to the final day of school or within 10 calendar days, following the posting of a vacancy notice; whichever occurs first).

Any vacancy in any position within the bargaining unit shall be publicized by a notice posted in every building for at least ten (10) calendar days, in advance of filling such vacancy. The posting requirement shall not apply in emergency situations or for vacancies caused by the filling of a prior vacancy. During the summer, vacancies shall be posted on the cafeteria door adjacent to the Board of Education room and a copy will be sent to the MEA President.

Within ten days following the initial posting of the vacancy, any teacher who desires to fill any such vacancy shall file his application with the superintendent in writing on an approved form, which shall be provided by the personnel department upon request.

Information regarding vacancies and impending vacancies shall be available upon request to teachers desiring reassignment, so that they may express their preference as to a new assignment.

- E. Substitute Teaching: The names of substitute teachers whose applications have been placed on the official list shall be made available to the teacher upon request. When it becomes apparent that a teacher is to be absent from his teaching responsibilities for an extended period of time due to illness, arrangements should be made immediately for a

qualified and properly certified substitute to assume the teachers responsibilities for the duration of the absence. A special contractual agreement between the substitute teacher and the Morris Board of Education should be drawn up by the superintendent's office stating the arrangements made. The salary of the substitute teacher working in such a situation and under such a special contract shall be regular substitute pay per day for the first thirty days taught under the contract and the daily salary of a beginning teacher for the remaining days taught under the special contract.

- F. Resignations: Any staff member intending to terminate his service for the ensuing year must notify the Board of Education in writing by registered or certified mail within 15 days after the first Monday in June or be subject to the continuing contract law of the State of Oklahoma. Resignations fifteen days after the first Monday in June must be presented to the superintendent with a copy to the principal. Such resignations may be accepted or rejected by the board according to the laws of the State of Oklahoma. If it becomes necessary for a teacher to assume another teachers teaching responsibilities, whether classes are combined or by assuming an additional class for an extended period of time, they will be compensated.

The School Board must notify a teacher prior to the first Monday in June if a recommendation has been made not to reemploy that teacher for the ensuing school year.

- G. Curriculum Planning: The Board and the association recognize the value of curriculum planning as a vital link in the teaching-learning process; therefore, any teacher in any given subject area or grade level who is so requested by the principal or any other administrative staff, shall contribute to the planning of the curriculum. No such contribution, however, shall require a violation of any other section of this document. The Board and the association also recognize that the teacher is most qualified to write the curriculum in a given subject area, and the teacher should be involved in its development in order to implement a successful curriculum program.

- H. Non-teaching Duties: The Board and the Association acknowledge that a teacher's primary responsibility is to provide learning experiences and that his energies should be channeled into this responsibility to the fullest extent. Therefore, they agree:
1. Teachers in middle school and high school shall have one period for planning and preparation. In those cases involving limited facilities and personnel, teachers who are assigned a class in lieu of a planning period will receive an adjustment in salary. This adjustment will be negotiated as part of the salary schedule for teachers.
 2. All full-time elementary teachers will be provided with no less than one 30-minute period per day for planning and preparation.
 3. Effort will be made to assure that a teacher's planning period is used for its intended purpose.

4. Effort will be made to relieve and/or make equitable extra assignments to be performed before or after school.
 5. Every effort will be made by administrators to assign aides and clerical help to relieve teachers of non-teaching duties such as:
 - A. Non-professional assignments, including but not limited to milk distribution, supervision of cafeteria, playground, sidewalks, and bus loading or unloading.
 - B. Collecting money from students.
 - C. Inventorying and storing books, delivering books to classrooms, duplicating instructional and other materials, keeping registers and cumulative record cards and other clerical and/or custodial functions.
- I. Evaluation Procedure: Probationary teachers shall be evaluated at least once prior to November 15 and at least once prior to February 10 each year. Career teachers shall be evaluated at least once each year. Attached forms shall be used in the evaluation procedure. (Appendix A)

The performance of all teachers shall be evaluated according to appropriate Oklahoma statutes. The evaluation shall take into consideration any circumstances that may adversely affect a teacher's performance. Student test results shall not be the sole criteria used to evaluate the teachers. At the beginning of the school year, teachers new to the district shall be advised of the evaluation procedure and forms to be utilized.

The board will strive to give all necessary support and assistance to teachers in maintaining an appropriate learning environment in the classroom.

- J. "During the 2017-2018 school year a committee of teachers and administrators shall be formed to examine the programs and procedures for Gifted and Talented students in the district and to make recommendations to the superintendent regarding possible improvements".
- K. Reduction in Staff: (Morris Board of Education Policy DOCA)

MORRIS SCHOOL DISTRICT
REDUCTION IN FORCE POLICY — CERTIFIED TEACHING PERSONNEL

I. General Matters

- A. Reasons for a Reduction in Force. A teacher may be dismissed or nonreemployed 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.

B. Definitions. For the purpose of this policy, the following terms have the stated meanings:

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.
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.
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.

C. 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.

D. Priority. In determining which teacher(s) will be dismissed or nonreemployed when one or more of a number of identical positions is eliminated, the following criteria, **in this order**, shall govern:

1. The School District will dismiss or nonreemploy the teacher(s) who has the lowest composite rating under the School District's Teacher and Leader Effectiveness Evaluation 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.

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.
 3. If the teachers are equal under the above criteria, then the School District will retain the teacher(s) who currently holds a contracted extra duty assignment, IF, after the reduction in force, that teacher will continue to be assigned such extra duty assignment.
 4. If no contracted extra duty assignment exists, the School District will retain the teacher who meets any federal requirements, such as "highly qualified" under No Child Left Behind, for the courses assigned to that teacher.
 5. If the teachers are equal under the above criteria, the School District will retain the teacher with the most advanced academic degree status.
 6. 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.
 7. If 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.
- E. Bumping. If a teacher's position is eliminated and the teacher scheduled to be dismissed or nonreemployed (after going through the criteria in section "D" above) has a composite TLE score of 3.00 or above, then in the administration's sole discretion, that teacher may be placed in another position for which the teacher is certified to teach, if the other position is currently held by a teacher who has a composite TLE score that is below 3.00. Under those circumstances, the teacher with the TLE composite below 3.00 will be dismissed or nonreemployed. If two (2) or more teachers in a specific position have the same composite scores, then the process of section (D) will be used to determine who is dismissed or nonreemployed.
- F. Adult Education Teachers. The dismissal and nonreemployment provisions of the Teacher Due Process Act of 1990 do not apply to adult education teachers. Accordingly, adult education teachers are not covered by the protections of this policy and, unless otherwise required by law, are subject to a reduction in force without notice and without compliance with this policy.

II. Procedures

- A. 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 (i) shall not be limited to considering only positions in the areas or programs designated by the board and (ii) shall consult with each principal or other administrator in whose school or unit a position elimination/termination is proposed and (iii) shall take into consideration the criteria set out herein.
- B. Action by 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.
- C. Notice and Hearing Procedures. Prior to taking any action to nonreemploy 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 nonreemployment of teachers for cause. Notice of a recommendation of nonreemployment shall be given to the teacher prior to the 1st Monday in June.
- D. Hearing. At the hearing, evidence may be presented by the administration and the teacher, as to (i) 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 (ii) 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.
- E. Effect of Board Decision. The decision of the board based on the evidence presented at the hearing shall be final and unappealable.

III. Reemployment or Other Employment After Reduction in Force

- A. 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 nonreemployment (or dismissal). For one school year after the effective date of nonreemployment (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 nonreemployed (or dismissed) due to a reduction in force without first offering such position to the nonreemployed (or dismissed) teacher. If more than one

nonreemployed (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 this policy shall give to any nonreemployed (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.

- B. Recall Procedures. The offer of reemployment shall be made personally or by 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.
- C. Status After Recall. A career teacher who has been nonreemployed (or dismissed) and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is nonreemployed (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.

IV. Interpretation and Application

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

Section 5: Retirement

Retirement for employees will be governed by state law.

Section 6: Student Teachers

- A. Only those teachers in the Morris Schools who desire to serve as supervision teacher in such a program will have student teachers assigned to them.
- B. Supervising teachers shall have priority in receiving tuition credits from institutions, which offer such credit. The administration of the school and the supervising teacher from the college will inform the teacher of this credit at the time the teacher accepts the student teacher. Unused credit by the supervising teacher shall be allocated to the teachers in the building of practice teachers upon recommendation of the building principal. If credit is still unused, the superintendent shall allocate remaining credit.

Section 7: Professional Rights and Responsibilities

As per the Oklahoma Teacher due Process Act of 1990. (Appendix B)

Section 8: Procedures for Handling Students

- A. Discipline: Board and administration will support a teacher who follows proper procedure in handling discipline.
- B. Suspension or Expulsion of Student's: When a student has been suspended or expelled from a teacher's class pursuant to board policy governing student discipline, the principal shall consult with the affected teacher prior to making a decision regarding the student's remittance into the classroom.

Section 9: Protection of Teachers

- A. Assistance in Assault Cases: All cases of assault suffered by a teacher in connection with his employment shall be reported in writing by the teacher to the principal, who shall then transmit the report to the superintendent. The superintendent shall acknowledge such reports to the principal and teacher. The teacher shall send a copy of the report to the president of the MEA.

In any case of assault upon a teacher or a complaint or suit by a third party as a result of action taken by the teacher while performing his duties, the Board shall render assistance to the teacher by working with law enforcement and judicial authorities.

- B. Legal Counsel: If criminal or civil proceedings are brought against a teacher which alleges that he has committed an assault in connection with his employment, such teacher may request the board to furnish legal counsel to defend him. The decision whether to furnish legal counsel to the employee shall be made entirely by the board.
- C. Absence Due to Injury: A teacher who is unable to continue his or her contract of employment as a result of injury sustained in the reasonable performance of his or her duties from:
 - 1). Assault by a pupil, relative of a pupil, or person of the pupil's household, or
 - 2). Injury sustained as a result of quelling or attempting to quell or stop a fight, disorder or any disturbance related to a school function or activity, shall receive his or her full contract salary for the remainder of that school year or period within that school year that the teacher is prevented from teaching as a result of the injuries sustained.

Section 10: Payroll Deduction

Teachers may have the following items payroll deducted:

- A. Tax-sheltered Annuities: The Board of Education shall deduct tax-sheltered annuities as provided by the state law and regulations.
- B. Teacher's Retirement, Federal and State taxes are to be deducted in compliance with state and federal law.
- C. Professional Association Dues.
- D. Political Contributions.
- E. Teacher's Credit Union of the teacher's choice.
- F. Retirement Payment, Tax Sheltered.
- G. Direct Deposit

Section 11: Professional Cooperation

The MORRIS EDUCATION ASSOCIATION will meet with the superintendent prior to December 15 for the purposes of making recommendations concerning the school calendar and payroll periods for the ensuing school year.

Section 12: Teaching Conditions

- A. The teacher's workday shall normally commence fifteen minutes before the board designated school start time, and ten minutes after the board designated school end time. Teachers may occasionally be required to stay beyond the normal workday for such occurrences as open house, teachers meetings, parent/teacher conferences, and problems due to inclement weather or emergency situations.
- B. All teachers will be provided with a twenty-five minute uninterrupted lunch period (except on days the teacher has duty).
- C. Telephone facilities shall be made available to teachers with privacy of conversation when desired.
- D. A conference room shall be made available for parent-teacher conferences.

- E. Substantial precautions shall be taken to see that the activities of the custodial and maintenance departments shall in no way interfere with the activities of the classroom.
- F. Prior to allowing a visitor into a classroom the principal shall consult with the affected teacher.
- G. A pupil will be removed from a classroom to a designated authority when, in the judgment of the teacher, the student is interfering with the teaching-learning experience. At the time of removal, the teacher may request that the pupil not be returned to that classroom until a conference is held between the teacher and the designated authority. After discussion with the teacher the principal shall determine whether the student shall be returned to the classroom.
- H. Building faculty and staff meetings should generally be utilized to inform employees on significant matters, which require considerable explanation or discussion. Great care should be taken to conserve time by avoiding discussion of matters relating to only a few faculty or staff members, especially with large and diverse faculty and staff. It is good practice to inform employees well in advance of general faculty or staff meetings so that plans can be made to accommodate them.
- I. Teachers will perform their share of extra duty at activities with compensation.

Section 13: Grievance Procedure

- A. Definitions:
 - 1. A “grievance” is a claim by a teacher or teachers that there has been a violation misinterpretation, or misapplication of the terms of this Negotiated Agreement or Board Policy.
 - 2. An “aggrieved person” is the individual or individuals making the claim.
 - 3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
 - 4. All time limits herein mentioned shall consist of working school days, except where otherwise indicated; weekend or vacation days are hereby excluded.
- B. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Grievance Procedures

Level I

- A. Teacher with a grievance will first discuss it with his/her principal within the (10) days of the alleged violation.

Level II

- A. Either party may exercise the option of being accompanied by a representative. Both shall be notified of such intent before the scheduled meeting.

Level III

- A. If the teacher is not satisfied with the disposition of his/her grievance in Level I or II, or if no decision has been rendered within five (5) days after presentation of the verbal grievance, he/she may file a written grievance with his/her principal. Copies of the grievances are to be sent by the aggrieved person to the president of the MEA and to the office of the superintendent.
- B. The principal shall arrange a meeting of the aggrieved person, an association representative, and himself/herself within five (5) days after receipt of the written grievance.
- C. The principal shall communicate this decision in writing within five (5) days after the meeting to the aggrieved person, the association representative, and the president of MEA and to the office of the superintendent.

Level IV

- A. Within five (5) days of receipt of the decision rendered by the principal and building representatives the decision may be further appealed to the superintendent.
- B. Appeals to the superintendent shall be heard by the superintendent within ten (10) days of his/her receipt of the

appeal. The superintendent shall give written notice of the time and place of any hearing within five days prior to the hearing.

- C. Within ten (10) days of hearing the appeal, the superintendent shall communicate to the grievant his/her written decision.

Level V

Within five days of the receipt of the superintendent's decision, the decision may be further appealed upon request to the Board of Education and shall be heard within ten (10) days of the receipt of the appeal. Written notice of the time and place of the hearing shall be given by the board five days prior to the hearing. The board shall render their decision in the matter within fifteen days of hearing the appeal or at the next regularly scheduled board meeting if one is scheduled within fifteen (15) days of the appeal.

1. Attached forms will be used in this procedure. (Appendix C)
2. Failure in any level of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decisions at that level.
3. Failure at any level of this procedure to respond to a grievance within the specified time limits shall the grievant to appeal to the next level.

The MEA reserves the right to grieve on the behalf of the two or more individuals if it is the exact same grievance. This grievance will begin at Level 3, unless it is a district wide grievance in which it shall begin at Level IV. Grievance of this type shall identify the building (s) involved; list the aggrieved teachers and the name of the chairperson of the grievance committee.

Section 14

All teachers shall be placed on the attached compensation schedule at the appropriate experience step. (Appendix D)

Any stipend and / or incentive pay shall be disbursed in a check separate from the standard salary check.

For the FY 2018-2019 school year the district and the MEA Negotiation Committee recommend to the board of education for consideration a \$350.00 stipend payable if funds available. (This one time stipend is in consideration for work performed before or after the regular contracted school day and beyond contracted obligation during the FY

2018-2019 school year. This stipend should not be considered a continuing obligation of the district.

For the 2018-2019 school year the district and the MEA Negotiation Committee shall review the revenue collections for the 2018-2019 school year before the 2019 May board meeting for consideration of all stipends / incentives payable in June 2019. This stipend / incentives should not be considered a continuing obligation of the district.

Certified personnel contracts will be made available for signatures seven (7) days before the September paycheck.

APPENDIX A

BOARD APPROVED EVALUATION

APPENDIX B

Teacher Due Process Act of 1990

1. "Criminal sexual activity" means the commission of an act as defined in Section 886 of Title 2 of the Oklahoma Statutes, which is the act of sodomy; and
2. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity. (70-6-101.15)

Section 123. Teacher Due Process Act of 1990.

Sections 75 through 85 of this act shall be known and may be cited as the "Teacher Due Process Act of 1990". (70-6-101.20)

Section 124. Standards of Conduct and Performance for Teachers.

- A. The State Board of Education shall promulgate standards of performance and conduct for teachers. A copy of such standards any amendments to such standards and any standards adopted by the board of education of the school district shall be provided by the board of education of each school district to each teacher on or before April 10 of each year.
- B. The State Board of Education shall include the statutory grounds for dismissal and non re-employment of career teachers within this standards document.
- C. Standards which, may be adopted by the board of education of a school district shall not conflict with state of federal law or standards promulgated by the State Board of Education.
- D. In determining whether or not the professional performance of a teacher is adequate, the standards adopted by the State Board of Education shall be considered. Consideration may be give to any written standards of performance, which have been adopted by any other education-oriented organization or agency. Professional performance or conduct of a teacher which is in compliance with standards adopted by the State Board of Education or the local board of education pursuant to Section 71 of this act shall not be considered in support of any dismissal or non re-employment action against the teacher. (70-6-101.21)

Section 125. Grounds for Dismissal or Non re-employment of Teachers.

- A. Subject to the provisions of the Teacher Due Process Act of 1990, a career teacher may be dismissed or not re-employed for:
 1. Willful neglect of duty;
 2. Repeated negligence in performance of duty;
 3. Mental or physical abuse to a child;
 4. In-competency;
 5. Instructional ineffectiveness;
 6. Unsatisfactory teaching performance; or
 7. Any reason involving moral turpitude.
- B. Subject to the provisions of the Teacher Due Process Act, a probationary teacher may be dismissed or not re-employed for cause.

- C. A teacher convicted of felony shall be dismissed or not re-employed unless a presidential or gubernatorial pardon has been issued.
- D. A teacher may be dismissed, refused employment or not re-employed after a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties, as used in this subsection.
 - 1. "Criminal sexual activity" means the commission of an act as defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
 - 2. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity. (70-6-101-.22)

Note: See Section 413-reduction of State Aid as cause for dismissal of teacher under continuing contract law.
See Section 180.14-failure to meet professional development requirements as cause for non-renewal.

<p>Repeat tardiness of teacher can amount to Willful Neglect of Duty. Winslet v. ISB No. 16.657 P.2d 1208 (Okla. App. 1982)</p> <p>Probationary teacher is entitled to be given reasons or findings upon which board of education decided not to re-employ her. Jackson v. ISD No. 16.648 P.2d (Okla. 1973)</p> <p>Letter stating tenured teacher's contract will not be renewed because of "teacher's system of grading" or "method of teacher" or "partiality to certain students" is not sufficient Lovelace v. Ingram, 518 P.2d 1102 (Okla. 1973)</p> <p>REDUCTION IN FORCE (RIF):</p> <p>If a teaching position, which is occupied by a career teacher, is eliminated pursuant to a reduction in force (RIF) and the career teacher is qualified for another teaching position, which is occupied by a non-tenured teacher, reasonable accommodations must be made to give priority for contract renewal to qualified career teachers over non-tenured teachers. Barton v. ISD No. I-99, 914 P.2d 1041 (Okla. 1996)</p> <p>The Teacher Due Process Act is not applicable to a reduction in force, and a school district need not comply with procedures of the Act when implementing a reduction in force. Patterson v. Board of Education of Francis Tuttle Vocational Technical School District No. 21, 894 P.2D 433 (Okla. App. 1994)</p> <p>School board has the implicit authority to non re-employ teachers when implementing a reduction in force (RIF) plan even though School Code does not specifically address a RIF. However, a RIF plan must conform to the demands of tenure law such that tenured faculty have a claim to preferential status over non-tenured faculty in implementation of a RIF plan. Babb v. ISD No. 1-5, 829 P.2d 973 (Okla. 1992)</p>	<p>"Teacher tenure law" provides that tenured teacher has priority for renewal over non-tenured teacher in cases of reduction of force implementation when both teachers are certified to teach the same subject. Babb v. ISB No. 1-5, 829 P.2d 973 (Okla. 1992)</p> <p>During a reduction in force implementation, when non-tenured teachers were allowed to change classifications in order to be considered for classroom assignment, but tenured teachers were not allowed to change classifications, statutory tenure regime was violated; in effect, tenure-like status were given to non-tenured faculty, Babb v. ISD No. 1-5, 829 P.2d 973 (Okla. 1992)</p> <p>Non-renewal of tenured teacher on district's reduction in force does not bring into play statutory appeals procedures. January 27, 1982 (AG Op. No 81-288)</p> <p>When because of a decrease in number of pupils a teaching position is changed from full time to part time, contract of tenured teacher can be reduced to one-half time and salary reduced accordingly. June 29, 1976 (AG Op No. 76-194)</p> <p>Board of Education can refuse to renew contract of teacher, whether probationary or tenured, when teaching position is to be eliminated. June 1, 1979 (AG Op. No. 79-151)</p> <p>Eliminated of teaching position is proper reason for non-renewal or tenured teacher's contract. June 29, 1976 (AG Op. No. 76-194)</p> <p>Board of Education can legally refuse to renew contract of tenured teacher because of loss of attendance, or lack of available funds caused by reduction in Federal Funds, or mandatory age policy. May 31, 1973.</p>
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Section 126. Teachers Exempted from Dismissal, Suspension and Non re-employment Provisions.

- A. The dismissal, suspension and non re-employment provisions of the Teacher Due Process Act of 1990 shall not apply to:

1. Substitute teachers;
2. Adult education teachers; and
3. Teachers who are employed on temporary contracts.

B. The dismissal and suspension provisions of the Teacher Due Process Act of 1990 shall apply to teachers who are employed in positions fully funded by federal or private categorical grants, except that such teachers shall be employed only for the duration of the grant. **(70-6-101.23)**

<p>Temporary contract is one, which is for a stated period of time as distinguished from continuing employment contracts. January 16, 1984 (AG Op. No. 83-253)</p> <p>Circumstances under which a temporary contract may be used is within discretion of board of education. January 16, 1984 (AG Op. No. 83-253)</p> <p>When tenured teacher is not re-employed due to loss of federal funding, school board is not required to employ teacher in a position, which subsequently becomes available. September 2, 1980 (AG Op. No. 80-197)</p>	<p>Statutory dismissal, suspension and non re-employment procedures do not apply to teachers or counselors in Skills Centers or Inmate Training Centers operated by State Department of Vocational and Technical Education. January 17, 1980 (AG Op. No. 79-351)</p>
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Section 127. Procedures for Administrator to Follow for Admonishment of Teacher.

- A. When an administrator who has the responsibility of evaluating a teacher identifies poor performance or conduct that the administrator believes may lead to a recommendation for the teacher's dismissal or non re-employment, the administrator shall:
1. Admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
 2. Establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the nature and gravity of the teacher's performance or conduct.
- B. If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator should make a recommendation to the superintendent of the school district for the dismissal or non re-employment of the teacher.
- C. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or non re-employment of a teacher within the district, the administrator who has responsibility for evaluation of the teacher shall be informed, and that administrator shall comply with the procedures set forth in this section. If the administrator fails or refuses to admonish the teacher within ten (10) days after being so informed by the board, superintendent, or other administrator, such board, superintendent or other administrator shall admonish the teacher pursuant to the provisions of this section.
- D. Repeated negligence in performance of duty, willful neglect of duty, in-competency, instructional ineffectiveness or unsatisfactory teaching performance, for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendations to dismiss or not re-employ a teacher unless and until the provisions of this section have been complied with. **(70-6-101.24)**

Statutory requirement that plan of improvement contain a specific time for improvement is a mere technical requirement and failure to comply will not invalidate action to dismiss, particularly where there is no prejudice to teacher. House v. BEEN I-29 of Muskogee County, 68 OBJ 1164 (4/5/97)

Section 128. Recommendation of Dismissal or Non-renewal.

Whenever a superintendent decides to recommend that a teacher employed within the school district be dismissed or not re-employed, the superintendent shall state the recommendation in writing, setting forth the basis for the recommendation, and shall submit such recommendation to the board of education.

If the teacher subject to such recommendation is a career teacher, the recommendation shall specify the statutory grounds for which the recommendation is based.

If the teacher subject to such recommendation is a probationary teacher, the recommendation shall specify the cause for which the recommendation is based. The superintendent shall also specify the underlying facts supporting the recommendation.

(70-6-101.25)

Section 129. Procedure for Dismissal or Non re-employment -Hearing and Appeal Rights.

- A. Whenever a board of education receives a superintendent's recommendation for the dismissal or non re-employment of a teacher, the board shall mail a copy of the recommendation to the teacher by certified mail, restricted delivery, return receipt requested or by substitute process as provided by law. By the same means, the board shall notify the teacher of such teacher's right to a hearing before the board and the date, time and place set by the board for the hearing, which shall be held within the school district not sooner than sixty (60) days after the teacher's receipt of notice. The notice shall specify the statutory grounds upon which the recommendation is based upon for a career teacher or shall specify the cause upon which the recommendation is based upon for a probationary teacher. Said notice shall also specify the underlying facts supporting the recommendation. At such hearing, the teacher shall be entitled to all rights guaranteed under such circumstances by the United States Constitution and the Constitution of Oklahoma.
- B. The hearing shall be conducted by the local board according to procedures established by the State Board of Education.
- C. Only after due consideration of the evidence and testimony presented at the hearing shall the local board decide whether to dismiss or non re-employ the teacher. The board's decision shall be voted in open meeting. The board shall also notify the teacher of its decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested or substitute process as provided by law. If the decision is to dismiss or non re-employ a career teacher, the board shall include notification of said teacher's right to petition for a trial de novo in the district court within ten (10) days of receipt of notice of said decision. The board's decision regarding a probationary teacher shall be final. At the hearing the burden of proof shall be upon the superintendent or designee and the standard of proof shall be by the preponderance of the evidence. The career teacher shall receive any compensation or benefits to which such teacher is otherwise entitled until such time as the teacher's case is adjudicated at a trial de novo if the career teacher petitions for the trial de novo. Such compensation and benefits shall not be provided during any further appeal process. The probationary teacher shall receive any compensation or benefits to which such teacher is otherwise entitled until such time as the board's decision becomes final.

Provided, however, if the hearing for a probationary teacher is for non re-employment of the probationary teacher, such compensation and benefits may be continued only until the end of such teacher's current contract. (70-6-101.26)

Probationary teacher is entitled to be	Notwithstanding statutory provisions that decision of a board of
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<p>given reasons or findings upon which board of education decided not to re-deploy her. Jackson v. ISD No. 16, 648 P.2d 26 (Okla. 1982)</p> <p>Tenured teacher reinstated of his coaching duties. Maupin v. ISD No. 26, 632 P.2d 396 (Okla. 1981)</p>	<p>education to dismiss a teacher for willful neglect of duty shall be final, teacher can still maintain court action for breach of contract on ground dismissal was arbitrary and founded on no evidence of such neglect. Scherich v. ISD No. 42, 591 P.2d 1270 (Okla. App. 1979)</p>
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Section 130. Teacher Appeal Process.

- A. A career teacher shall be entitled to a trial de novo in the district court of the county in which the school district is located. Within ten (10) days of receipt of the board's notification of said teacher's right to a trail de novo, the teacher shall file a petition for a trial de novo.

Upon filing the petition, the court clerk shall issue a summons and cause service by mail to be made to the clerk of the local board of education by certified mail, restricted delivery with return receipt requested or substitute process as provided by law.

- B. If, within the ten-day period, the career teacher fails to file a petition for a trial de novo concerning the teacher's dismissal or non re-employment, the teacher shall be deemed to have waived the right to a trail de novo and the initial determination of the board shall be final.
- C. The local school board shall serve its answer within twenty (20) days of the service of summons and petition upon it. The trial de novo shall be scheduled at the earliest possible date which will permit both parties adequate time to prepare for a just trial of the issues involved, provided however, said trial de novo shall be scheduled and held not less than ten (10) days and no later than thirty (30) days after the answer has been filed.
- D. Except as otherwise provided specifically in this section, the law generally applicable to civil suits filed in district court shall apply to the proceedings for trial de novo under this section. At the trial de novo the standard of proof shall be b the preponderance of the evidence and the burden of proof shall be on the district superintendent or designee, as representative of the local board of education, to establish de novo that the teacher's dismissal or non re-employment is warranted. The trial de novo shall proceed as a non-injury trial before the court. The court shall determine de novo all issues of fact and law necessary for full adjudication of the dispute at the trial. The court shall not, by applying principles of collateral stopped or res adjudicate or otherwise, give preclusive effect to findings of fact or determinations of the board with regard to the issues necessary to determine the adequacy of the dismissal or non re-employment of the teacher in the trial de novo. Within three (3) days following the conclusion of the trial de novo, the judge shall prepare written findings of fact and conclusions of law and shall enter judgment directing either of the following:
1. That the local board of education reinstate the career teacher with full employment status and benefits; or
 2. That the decision of the local board of education for the dismissal or non re-employment of the career teacher be sustained.

In addition, the court may enter an order awarding the prevailing party attorneys fees and costs.

- E. The time limits set forth in this section for the proceedings before the district court may be extended by mutual agreement of the parties with the approval of the district court.
- F. The decision of the district court shall be final and binding upon the teacher and board of education unless the teacher or the board of education appeals the decision of the district court in the manner provided by law for the appeal of the civil cases from the district court. (70-6-101.27)

Refusal to reinstate tenured teacher to coaching position when he was re-employed to after a due process hearing did not result in a failure to provided full employment status and benefits. Maupin v. ISD No 26, 632 P.2d 396 (Okla. 1981)	The right of tenured teacher is continuing employment, not the right to be employed in any particular position. Maupin v. ISD No. 26, 632 P.2d 396 (Okla. 1981)
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Section 131. Application Procedure.

The applicable procedure in the event of a recommendation by the superintendent for the dismissal or non re-employment of a teacher shall be that procedure provided by law on the date such dismissal or non re-employment is recommended to the local board of education (70-6-101.28)

Section 132. Suspension of Teacher.

Whenever the superintendent of a school district has reason to believe that cause exists for the dismissal of a teacher and is of the opinion that the immediate suspension of the teacher would be in the best interests of the children of the district, the superintendent or the local board of education upon receiving recommendation for suspension from the superintendent may suspend the teacher without notice or hearing. However, the suspension shall not deprive the teacher of any compensation or other benefits to which otherwise entitled. Such suspension shall extend to such time as the teacher's case is adjudicated at a trial de novo for a career teacher but such extension shall not include time for any further appeal process. Within ten (10) days' time after such suspension becomes effective, the local board of education shall initiate a hearing for dismissal pursuant to law.

However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the teacher's case is finally adjudicated at trial. Provided, however, such extension shall not include any appeal process. (70-6-101.29)

APPENDIX C

GRIEVANCE PROCEDURE FORMS

APPENDIX D
COMPENSATION SCHEDULE

MORRIS PUBLIC SCHOOLS
2018-19 Compensation Schedule
Bachelor's Degree

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
Years	Base	Dist. Paid	Dist. Paid	Dist. Paid	Total Dist	State	State	Total Emp.
Exper.	Salary	Amt. Abv	Sal. Prot	Life Ins.	Comp	Retire Cr.	Flex*	Comp
0	\$36,601.00	\$500.00	\$81.96	\$38.04	\$37,221.00	\$60.15	\$836.52	\$38,117.67
1	\$37,035.00	\$500.00	\$81.96	\$38.04	\$37,665.00	\$103.41	\$836.52	\$38,604.93
2	\$37,469.00	\$500.00	\$81.96	\$38.04	\$38,089.00	\$145.65	\$836.52	\$39,071.17
3	\$37,904.00	\$500.00	\$81.96	\$38.04	\$38,524.00	\$188.15	\$836.52	\$39,548.67
4	\$38,338.00	\$500.00	\$81.96	\$38.04	\$38,958.00	\$233.33	\$836.52	\$40,027.85
5	\$38,810.00	\$500.00	\$81.96	\$38.04	\$39,430.00	\$278.76	\$836.52	\$40,545.28
6	\$39,273.00	\$500.00	\$81.96	\$38.04	\$39,893.00	\$325.26	\$836.52	\$41,054.78
7	\$39,737.00	\$500.00	\$81.96	\$38.04	\$40,393.00	\$372.82	\$836.52	\$41,602.34
8	\$40,200.00	\$500.00	\$81.96	\$38.04	\$40,820.00	\$421.44	\$836.52	\$42,077.96
9	\$40,663.00	\$500.00	\$81.96	\$38.04	\$41,283.00	\$471.12	\$836.52	\$42,590.64
10	\$41,684.00	\$500.00	\$81.96	\$38.04	\$42,304.00	\$521.87	\$836.52	\$43,662.39
11	\$42,177.00	\$500.00	\$81.96	\$38.04	\$42,797.00	\$573.67	\$836.52	\$44,207.19
12	\$42,670.00	\$500.00	\$81.96	\$38.04	\$43,290.00	\$626.54	\$836.52	\$44,753.06
13	\$43,162.00	\$500.00	\$81.96	\$38.04	\$43,782.00	\$680.48	\$836.52	\$45,299.00
14	\$43,665.00	\$500.00	\$81.96	\$38.04	\$44,275.00	\$735.47	\$836.52	\$45,846.99
15	\$44,167.00	\$500.00	\$81.96	\$38.04	\$44,787.00	\$791.53	\$836.52	\$46,415.05
16	\$44,660.00	\$1,500.00	\$81.96	\$38.04	\$46,280.00	\$848.65	\$836.52	\$47,965.17
17	\$45,153.00	\$1,500.00	\$81.96	\$38.04	\$46,773.00	\$906.83	\$836.52	\$48,516.35
18	\$45,646.00	\$1,500.00	\$81.96	\$38.04	\$47,266.00	\$966.07	\$836.52	\$49,068.59
19	\$46,139.00	\$1,500.00	\$81.96	\$38.04	\$47,759.00	\$1,026.38	\$836.52	\$49,621.90
20	\$46,652.00	\$1,500.00	\$81.96	\$38.04	\$48,272.00	\$1,087.75	\$836.52	\$50,196.27
21	\$47,145.00	\$1,500.00	\$81.96	\$38.04	\$48,765.00	\$1,150.18	\$836.52	\$50,751.70
22	\$47,639.00	\$1,500.00	\$81.96	\$38.04	\$49,259.00	\$1,213.68	\$836.52	\$51,309.20
23	\$48,132.00	\$1,500.00	\$81.96	\$38.04	\$49,752.00	\$1,278.23	\$836.52	\$51,866.75
24	\$48,625.00	\$1,500.00	\$81.96	\$38.04	\$50,245.00	\$1,343.87	\$836.52	\$52,425.39
25	\$50,049.00	\$1,500.00	\$81.96	\$38.04	\$51,669.00	\$1,410.53	\$836.52	\$53,916.05
26	\$50,474.00	\$1,500.00	\$81.96	\$38.04	\$52,094.00	\$1,410.53	\$836.52	\$54,341.05
27	\$50,889.00	\$1,500.00	\$81.96	\$38.04	\$52,519.00	\$1,410.53	\$836.52	\$54,766.05
28	\$51,324.00	\$1,500.00	\$81.96	\$38.04	\$52,944.00	\$1,410.53	\$836.52	\$55,191.05
29	\$51,749.00	\$1,500.00	\$81.96	\$38.04	\$53,369.00	\$1,410.53	\$836.52	\$55,616.05
30	\$52,174.00	\$1,500.00	\$81.96	\$38.04	\$53,794.00	\$1,410.53	\$836.52	\$56,041.05

- (A) Step-Salary placement level (each teacher shall advance one step on the compensation schedule)
- (B) Base Salary
- (C) Additional Salary
- (D) District Paid Salary Protection (\$6.83 per month)
- (E) District Paid Life Insurance (\$3.17 per month)
- (F) Total District Compensation-Total Columns B through E
- (G) State Retirement Credit-Employees shall receive compensation equal to the retirement credit as set forth in 70 O.S. 17-108.2 based upon the number of years teaching experience and contingent on annual legislative renewal of funding
- (H) State Flex Benefit (\$69.71 per month) Each teacher as provided in law shall receive a State Flexible Benefit Allowance contingent on annual legislative renewal of funding
 - * State Paid Flex if on Insurance is 526.88 x 12=5,993.04
 - * State Paid Flex if not on Insurance is 69.71 x 12=836.52
- (I) Total Employee Compensation-Total Columns F through H

MORRIS PUBLIC SCHOOLS
2018-19 Compensation Schedule
Master's Degree

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
Years	Base	Dist. Paid	Dist. Paid	Dist. Paid	Total Dist	State	State	Total Emp.
Exper.	Salary	Amt. Abv	Sal. Prot	Life Ins.	Comp	Retire Cr.	Flex*	Comp
0	\$37,991.00	\$500.00	\$81.96	\$38.04	\$38,611.00	\$60.15	\$836.52	\$39,507.67
1	\$38,425.00	\$500.00	\$81.96	\$38.04	\$39,045.00	\$103.41	\$836.52	\$39,984.93
2	\$38,859.00	\$500.00	\$81.96	\$38.04	\$39,479.00	\$145.65	\$836.52	\$40,461.17
3	\$39,294.00	\$500.00	\$81.96	\$38.04	\$39,914.00	\$188.15	\$836.52	\$40,938.67
4	\$39,728.00	\$500.00	\$81.96	\$38.04	\$40,348.00	\$233.33	\$836.52	\$41,417.85
5	\$40,200.00	\$500.00	\$81.96	\$38.04	\$40,820.00	\$278.76	\$836.52	\$41,935.28
6	\$40,663.00	\$500.00	\$81.96	\$38.04	\$41,283.00	\$325.26	\$836.52	\$42,471.78
7	\$41,127.00	\$500.00	\$81.96	\$38.04	\$41,747.00	\$372.82	\$836.52	\$42,956.34
8	\$41,590.00	\$500.00	\$81.96	\$38.04	\$42,210.00	\$421.44	\$836.52	\$43,467.96
9	\$42,054.00	\$500.00	\$81.96	\$38.04	\$42,674.00	\$471.12	\$836.52	\$43,981.64
10	\$43,568.00	\$500.00	\$81.96	\$38.04	\$44,188.00	\$521.87	\$836.52	\$45,546.39
11	\$44,061.00	\$500.00	\$81.96	\$38.04	\$44,681.00	\$573.67	\$836.52	\$46,091.19
12	\$44,554.00	\$500.00	\$81.96	\$38.04	\$45,174.00	\$626.54	\$836.52	\$46,637.06
13	\$45,047.00	\$500.00	\$81.96	\$38.04	\$45,667.00	\$680.48	\$836.52	\$47,184.00
14	\$45,539.00	\$500.00	\$81.96	\$38.04	\$46,159.00	\$735.47	\$836.52	\$47,730.99
15	\$46,032.00	\$500.00	\$81.96	\$38.04	\$46,652.00	\$791.53	\$836.52	\$48,280.05
16	\$46,525.00	\$1,500.00	\$81.96	\$38.04	\$48,165.00	\$848.65	\$836.52	\$49,850.17
17	\$47,018.00	\$1,500.00	\$81.96	\$38.04	\$48,658.00	\$906.83	\$836.52	\$50,401.35
18	\$47,511.00	\$1,500.00	\$81.96	\$38.04	\$49,151.00	\$966.07	\$836.52	\$50,953.59
19	\$48,004.00	\$1,500.00	\$81.96	\$38.04	\$49,644.00	\$1,026.38	\$836.52	\$51,506.90
20	\$48,497.00	\$1,500.00	\$81.96	\$38.04	\$50,137.00	\$1,087.75	\$836.52	\$52,062.27
21	\$48,990.00	\$1,500.00	\$81.96	\$38.04	\$50,630.00	\$1,150.18	\$836.52	\$52,627.70
22	\$49,483.00	\$1,500.00	\$81.96	\$38.04	\$51,123.00	\$1,213.68	\$836.52	\$53,194.20
23	\$49,976.00	\$1,500.00	\$81.96	\$38.04	\$51,616.00	\$1,278.23	\$836.52	\$53,752.75
24	\$50,469.00	\$1,500.00	\$81.96	\$38.04	\$52,109.00	\$1,343.87	\$836.52	\$54,311.39
25	\$50,962.00	\$1,500.00	\$81.96	\$38.04	\$52,602.00	\$1,410.53	\$836.52	\$54,870.05
26	\$51,455.00	\$1,500.00	\$81.96	\$38.04	\$53,095.00	\$1,410.53	\$836.52	\$55,428.05
27	\$51,948.00	\$1,500.00	\$81.96	\$38.04	\$53,588.00	\$1,410.53	\$836.52	\$55,986.05
28	\$52,441.00	\$1,500.00	\$81.96	\$38.04	\$54,081.00	\$1,410.53	\$836.52	\$56,544.05
29	\$52,934.00	\$1,500.00	\$81.96	\$38.04	\$54,574.00	\$1,410.53	\$836.52	\$57,102.05
30	\$53,427.00	\$1,500.00	\$81.96	\$38.04	\$55,067.00	\$1,410.53	\$836.52	\$57,660.05

- (A) Step-Salary placement level (each teacher shall advance one step on the compensation schedule)
- (B) Base Salary
- (C) Additional Salary
- (D) District Paid Salary Protection (\$6.83 per month)
- (E) District Paid Life Insurance (\$3.17 per month)
- (F) Total District Compensation-Total Columns B through E
- (G) State Retirement Credit-Employees shall receive compensation equal to the retirement credit as set forth in 70 O.S. 17-108.2 based upon the number of years teaching experience and contingent on annual legislative renewal of funding
- (H) State Flex Benefit (\$69.71 per month) Each teacher as provided in law shall receive a State Flexible Benefit Allowance contingent on annual legislative renewal of funding
 - * State Paid Flex if on Insurance is 526.88 x 12=5,993.04
 - * State Paid Flex if not on Insurance is 69.71 x 12=836.52
- (I) Total Employee Compensation-Total Columns F through H

APPENDIX E

RETIREMENT INCENTIVE OPTION MORRIS PUBLIC SCHOOL RETIREMENT INCENTIVE OPTION (2018-2019 SCHOOL YEAR)

The Morris Board of Education is offering the following retirement incentive option for certified employees of the Morris Schools:

INCENTIVE –

\$4,000.00

QUALIFYING CONDITIONS –

- a. Must have been employed in the Morris Schools for ten (10) years.
- b. Must complete the terms of their current contract.
- c. Must be eligible for full retirement according to all guidelines as set forth by the Oklahoma Teachers Retirement System at the end of the current Morris certified teacher contract period.
- d. Must send a registered or certified letter of resignation to the Morris Board of Education, in care of the superintendent, within fifteen days after the first Monday in June of the current contract year.
- e. For FY19, all certified personnel who meet the above conditions qualify.
- f. For subsequent years, certified personnel must meet conditions a through d above, and have first become eligible for full retirement during the current fiscal year.

PAYMENT –

Payment of incentive shall be made with the June payroll or upon documentation of retirement by the OTRS, whichever is LATER.

OTHER –

- a. This incentive option requires ANNUAL BOARD OF EDUCATION APPROVAL in order to meet the standards of Oklahoma law and to allow the board to assess the availability of funds each fiscal year. Without such approval, this incentive option is null and void.
- b. No other benefits, conditions, or limitations are included as a part of this incentive option.
- c. All other previously negotiated agreements or retirement benefits, as allowed by law, remain in force and applicable.

Adopted Morris Board of Education _____
Date

Signed: _____
President BOE Date

Clerk BOE Date