

**WETUMKA ASSOCIATION OF
CLASSROOM TEACHERS**

and

WETUMKA BOARD OF EDUCATION

2018-2019

NEGOTIATED CONTRACT

President of Board_____

President of WACT_____

I. GENERAL PROVISIONS

1.20 DURATION OF AGREEMENT

The terms and conditions of this agreement shall bind the Association and the Board during the 2016-2017 school year and shall remain in full force and effect until the expiration date of June 30, 2017, or until replaced by a subsequent agreement negotiated in accordance with the Procedural Agreement.

1.30 SAVINGS CLAUSE

Should any part of this Agreement be declared invalid by statute or a court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted part.

1.40 PROCEDURAL AGREEMENT

The agreement made between the Wetumka Association of Classroom Teachers and the Wetumka Board of Education and governing procedures for negotiations may be found in Appendix A.

II. ASSOCIATION PROVISIONS

2.10 USE OF SCHOOL FACILITIES

A. The Association may use school facilities for meetings of its general membership, executive committee, and/or other working groups, designated by the Association president before or after the teachers' work day.

B. Any use of the school facilities shall not suggest, urge, or propose any action by a teacher to violate, ignore, or resist any terms of this Agreement, board regulation or policy.

2.20 USE OF SCHOOL EQUIPMENT

A. The Association may use school equipment on the school premises. The Association shall furnish its own paper for use in district copiers.

B. The Association's use of school equipment shall not infringe on the regular education process of the district.

2.21 BULLETIN BOARDS

A. The Association may utilize space on a designated bulletin board in each teacher workroom/lounge. The Association shall be responsible for Association information on these bulletin boards.

2.30 MAIL

The Association shall be permitted to distribute information related to the official business of the Association by placing such material in the individual school mail boxes of the teachers.

2.40 PRINTING AND DISTRIBUTION OF AGREEMENT

Within thirty (30) days following completion of this agreement in accordance with the Procedural Agreement, the Board shall prepare and distribute an electronic copy of this agreement to each teacher and a hard copy will be provided upon request.

2.50 ACCESS TO INFORMATION

A. A copy of each school board meeting agenda shall be made available to the Association.

B. A copy of the "Board packet" as provided to the School Board for each meeting shall be made available to the Association at the same time it is provided to the Board. This shall only include items permitted by law.

2.60 ASSOCIATION LEAVE

The Board shall provide the Association with four (4) days per year for leave to conduct official Association business. Association will reimburse the district for the current certified or non certified substitute's pay.

2.70 BOARD MEETING AGENDA

The Association shall have a place on the agenda of all regularly scheduled board meetings.

2.80 POLICY BOOK

Each teacher shall have access to the current district policy book at each site. Additionally, one copy will be loaned to the Association president.

III. EMPLOYMENT PROVISIONS

3.10 TEACHER CONTRACTS

Salary computation sheets will be provided for all teachers prior to the end of the first pay period. If necessary, updated salary computation sheets shall be provided within thirty (30) days of contract ratification.

3.11 NOTIFICATION OF RE-EMPLOYMENT

If prior to the first Monday in June, the Board has not entered into written contract with a regularly employed teacher or notified him/her in writing by registered or certified mail that he/she will not be employed for the ensuing fiscal year. A teacher must submit a letter of resignation to the local board of education to "fifteen (15) days after the first Monday in June," in order to avoid a binding contract between the affected teacher and the Wetumka school district for the ensuing school year. such teacher does not notify the Board in writing by registered or certified mail that he/she does not desire to be re-employed, such teacher shall be considered as employed on a continuing contract basis for the ensuing year. Teachers requesting release after fifteen days after the first Monday in June may be released provided a suitable replacement is found.

3.20 ASSIGNMENT

Teachers shall be placed in positions for which they are qualified as prescribed or authorized by law and/or the State Department of Education of Oklahoma.

Assignment of personnel within the building shall be the responsibility of the building principal. Teachers who desire an assignment change in the same building for the following school year may file a written statement with the building principal.

Teachers may make application for posted positions at any time in accordance with the provisions of the posting.

3.21 ADDITIONAL TEACHING ASSIGNMENT

If a teacher agrees to accept regular, permanent teaching responsibilities during the teacher's planning period, the teacher will be compensated an additional one-seventh (1/7) of the teacher's contract salary for the duration of the responsibilities.

3.22 TRAVELING TEACHER

Teachers required to travel between school sites in accordance with daily teaching assignments will have a designated home site school. The following guidelines will apply to these teachers:

1. Principals shall coordinate at each site the duties of teachers to insure that individual teachers are not normally assigned duties in excess of the duties they would be assigned at the home site. Consideration shall be given to the travel of the teachers.
2. The evaluating administrator for traveling teachers shall be that of the home site school. Evaluation shall encompass the performance of all assigned duties at all locations by such teachers.
3. Traveling teachers shall be required to attend all home site principal meetings and all other events that all faculty members at a site are required to attend whether at the home site or other sites.

3.30 POSTING OF VACANCIES

Notice of all vacancies, including vacancies in promotional positions, and new jobs created within the system, with or without pay, shall be posted in a prominent place in teachers' workroom/lounge.

All applicants within the system shall be notified within ten (10) working days after the position is filled.

3.40 VOLUNTARY TRANSFERS

Any teacher employed in the district may request transfer to a vacant position in another school building or reassignment to a vacant position in a different subject area or grade level. Such requests by teachers currently employed in the district shall be reviewed prior to the application of teachers not currently employed in the district.

3.41 INVOLUNTARY TRANSFER OF REASSIGNMENT

A. If it becomes necessary to involuntarily transfer or reassign a teacher, the teacher shall be consulted prior to the final decision and be notified as soon as possible after the decision is made.

B. Teachers shall be notified of their tentative teaching assignment for the ensuing year prior to the last day of school.

3.50 EVALUATION

A. Evaluations of teachers shall be based upon the OKTLE Observation and Evaluation System and the Standards of Performance and Conduct attached to this agreement. Evaluation is an on-going process encompassing the entire educational experience and is not based solely upon formal classroom observations.

B. At the beginning of each year, the administration shall acquaint (orient) teachers with the evaluation criteria and procedures.

C. All career teachers will be formally evaluated at least once during each school year. All probationary teachers will be formally evaluated at least twice during each school year.

D. All teachers will be evaluated by administrative personnel who have participated in the required training of the State Department of Education. Each teacher will be notified at the beginning of each school year which administrator(s) has been designated as the teacher's evaluator.

E. Formal classroom observations for the teacher shall be reviewed by the staff member and the evaluator. Either or both may attach written and signed comments to the evaluation instrument within two weeks of the evaluation provided that no additional comments be attached without the teacher's knowledge.

F. The evaluations shall be conducted with the use of OKTLE evaluation system or the hard copy of the OKTLE evaluation forms shall be those produced with the software of this system.

G. The teacher shall acknowledge the receipt of the evaluation by placing the teacher's signature thereon. A copy shall also be placed in the teacher's official files.

H.. Information utilized in developing a teacher's evaluation shall be discussed with the teacher during the evaluation conference.

I. Informal classroom observations will occur periodically throughout the year.

3.60 FAIR DISMISSAL PROCEDURE

State law shall apply (See Appendix F).

3.80 REDUCTION IN FORCE

It is the policy of the Wetumka Board of Education that, in the even it becomes necessary to reduce the professional staff of this school district, reduction-in-force at any level be based upon any of the following conditions:

Decrease in Revenue

Decrease in student enrollment

Changes in educational programs of curriculum

Cancellation of programs, or

Any other circumstance determined by the board.

Definitions:

Career teacher means a teacher who:

a. for teachers employed by a school district prior to full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in section 6-101.10 of this title, has completed three(3) or more consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, or

b. for teachers employed for the first time by a school district under a written continuing or temporary teaching contract after full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in O.S.7-101.10:

(1) has completed three (3) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract and has achieved qualitative and quantitative ratings of "superior" as measured pursuant to the TLE as set forth in 70 O.S. 6-101.16 of this act for at least two (2) of the (3) school years, with no rating below "effective",

(2) has completed four (4) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, has averaged qualitative and quantitative ratings of at least "effective" as measured pursuant to the TLE for the four-year period, and has received a rating of at least "effective" for the last two (2) years of the four-year period, or

(3) has completed four (4) or more consecutive complete school years in one district under a written continuing or temporary teaching contract and has not met the requirements of subparagraph a or b of this paragraph, only if the principal of this school at which the teacher is employed submits a petition to the superintendent of the school district requesting that the teacher be granted career status, the superintendent agrees with the petition, and the school district board of education approves the petition. The principal shall specify in the petition the underlying facts supporting the granting of career status to the teacher;

Probationary teacher means a teacher who:

a. for teachers employed by a school district prior to full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in 70 O.S.6-101.10, has completed fewer than three (3) consecutive complete school years as a teacher in one school district under a written teaching contract, or

b. for teachers employed for the first time by a school district under a written teaching contract after full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in 70 O.S. and has not met the requirements for career teacher as provided in paragraph 4 of this section:

In the event of any of the above conditions occur, every effort will be made to accomplish the necessary reduction by attrition, voluntary resignation, or voluntary retirement. Reduction-in-force will be made according to the following procedures:

1. The position will be the determining factor in a reduction, not the teacher occupying the position.
2. The order of termination will be as follows:
 - A. A probationary teacher in an eliminated position will be terminated first.
 - B. A career teacher in an eliminated position will be placed in a retained position in which the teacher is, at the time of the presentation of the recommendation to reduce force, certified by standard certification, provided the position is occupied by a probationary teacher.
 - C. If a career teacher is qualified for standard certification in a position held by a probationary or licensed teacher but does not have a certificate, then such career teacher must have evidence of eligibility for such certification on file in a personnel file in the office of the superintendent at the time of the presentation of the recommendation to reduce force.

- D. If there is more than one career teacher assigned to the position that is subject to being eliminated, the following criteria, in this order, will be used to determine which of the career teachers will be retained.
1. Certification in a retained teaching position that is open. A career teacher with standard certification for the retained position will be retained over a probationary teacher.
 2. Seniority in continuous, full-time, contracted, certified employment in the district. (Approved medical leave shall not result in a break in service.)
 3. If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:
 - a. Years of teaching experience in the retained position in the local school district.
 - b. Academic degree status
- E. If there is more than one probationary teacher in the position being reduced, the criteria listed in E, 1 through 3, will be used in determining which probationary teacher or licensed teacher will be retained.

Any person terminated under the provisions of this policy who wishes to be considered for future vacancies must make formal application for a teaching position and must notify the superintendent by certified mail, restricted delivery, within ten (10) days following final board action on the termination, of the teacher's desire to remain an active applicant for a teaching position.

IV. INDIVIDUAL PROVISIONS

4.10 PERSONNEL FILE

A. An official file shall be maintained in the office of the Superintendent. Working files may be maintained in the office of each principal.

B. 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.

4.20 EMPLOYEE RIGHTS

Neither the Board nor the Association shall discriminate against any teacher on the basis of the teacher's exercise or non-exercise of rights under this Agreement or participation or non-participation in the bargaining process.

4.30 GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to a claim of contract violation by the grievance.

B. 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 that has affected that teacher or teachers.
2. The "grievant" is the teacher or teachers making the claim.
3. The "party in interest" is the teacher or teachers making the claim, or any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
4. "Days", except when otherwise indicated, shall mean working days.

C. Procedure

1. Level I

A teacher with a grievance shall first discuss the grievance individually with the principal within twenty (20) days of the alleged violation, citing the article and section alleged to have been violated with the objective of resolving the grievance informally. No written record will be made.

Class grievances involving more than one administrator and grievances involving the administrator above the building level may be filed by the grievant at the appropriate level. (See Appendix C)

2. Level II

a. If the grievant is not satisfied with the disposition of the grievance at level one, the grievant may file the grievance within five (5) days of the level one response with the principal, citing the article and section alleged to have been violated and the specific remedy sought.

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

3. Level III

a. If the grievant is not satisfied with the disposition of the grievance at level two, the grievant may appeal the grievance within five (5) days of the level two response to the Superintendent.

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

4. Level IV

a. If the grievant is not satisfied with the disposition of the grievance at level three, the grievant may appeal the grievance within five (5) days of level three response for transmittal to the Board.

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

D. Right to Representation

The grievant and the administration may each be represented by a person of their own choosing at levels two, three, and four of this procedure. Should the grievance procedure require that a teacher or an Association be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

E. General Provisions

1. If not chosen as the grievant's representative, the Association may be present to observe at levels two, three and four of this procedure.

2. The Association may file a grievance as the "grievant" on alleged violations of the article to Association activities.

3. Decisions rendered at levels two, three, and four of the grievance procedure will be in writing, setting forth the decisions and the reasons, therefore, and will be transmitted promptly to all parties in interest.

4. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.

5. Necessary forms for filing the grievances shall be mutually agreed upon by the Association and the Board and shall be made a part of this Agreement.

6. Copies of official grievances, all documents, communications, and records dealing with processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel files of any of the participants.

7. No reprisal shall be taken against the grievant, any witnesses, or other participant in the grievance procedures by reason of such participation.
8. Failure in any level of this procedure to appeal to the next level within specified time limit shall be deemed to be acceptance of the decision at that level.
9. Failure at any level of this procedure to respond to a grievance within the specified time limit shall permit the grievant to appeal to the next level.
10. Evidence and testimony presented at any level of this procedure shall be limited to that which was presented at previous levels.
11. Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record for that grievance.
12. In the event that a grievance is initiated so close to the end of the school year that it would preclude the use of time lines specified in this agreement for holding a meeting or hearing, effort will be made to resolve the grievance prior to the beginning of the employee's following work year.
13. All meeting and hearings, with the exception of those at level four, under this procedure shall not be conducted in public and shall include only parties in interest and their selected representatives.

V. LEAVE PROVISIONS

5.10 LEAVE RECORD

The Administration shall provide each teacher with a record of leave days used, and those accumulated each school year. This record shall be included with the September paycheck.

5.12 LEAVE SHARING PROGRAM

The Board of Education has established a sick leave sharing program for the donation of sick leave days to and from employees of the district. The program will permit employees to donate sick leave to another district employee who is suffering from or who has a relative or household member who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.

LEAVE SHARING PROGRAM (REGULATION)

This regulation implements and supports the Leave Sharing Program Policy established by the Board of Education. For the purposes of this regulation, the following definitions shall apply:

“Relative of the employee” shall mean a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee.

“Household members” mean persons who reside in the same home and who have duties to provide financial support to one another. The term includes foster children and legal wards even if they do not live in the household.

“Severe” or “Extraordinary” means serious, extreme, or life-threatening.

“District employee” means teacher or any full-time employee of this school district.

In order for employees to participate in the shared leave program the employee must:

1. Meet the criteria described in this regulation; and
2. Have abided by district policies regarding the use of earned sick leave.

An employee may donate earned sick leave to another employee only pursuant to the following conditions:

1. The receiving employee must have exhausted, or will exhaust, all earned sick leave due to an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature, and which involves the employee, a relative of the employee or a household member.
2. The condition must have caused, or be likely to cause, the employee to take leave without pay or to terminate employment.
3. The donating employee may donate any amount of earned sick leave provided the donation does not cause the donor's earned sick leave balance to fall below eighty (80) hours.

Employees may not donate excess earned sick leave that the donor would not be able to otherwise take. Therefore, an employee's balance, after donation, must be between ten (10) days and the maximum amount allowable under school district agreements minus the number of days donated.

Donated earned sick leave days are cumulative and no employee may receive donated earned sick leave in excess of one-hundred (100) days during the employee's employment.

Prior to using donated earned sick leave, an employee requesting donated earned sick leave pursuant to this policy must provide a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Shared or donated earned sick leave may be used only by the recipient for the purposes specified in this policy.

Donated earned sick leave will not be available until all earned sick leave available to the requesting employee is exhausted. Available earned sick leave which must be exhausted include the extended twenty (20) days during which the employee is charged a substitute's salary (if applicable).

Any shared earned sick leave not used by the recipient during each occurrence of shared earned sick leave use shall be returned to the donating employee. If more than one employee donated earned sick leave to the recipient and all donated earned sick leave was not used, the remainder will be prorated to the credit of the donating employees and its original value (based on donor's pay rate) shall be restored.

Participation in this policy is strictly voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating earned sick leave for the purpose of this policy. (See appendix D).

5.20 SICK LEAVE

A. The Board shall provide each teacher ten (10) days of sick leave each year for use in case of personal accidental injury, illness, or pregnancy; or accidental injury or illness in the immediate family. Teachers on eleven (11) month contracts will receive eleven (11) days each year, and those on twelve (12) month contracts will receive twelve (12) days each year. Immediate family shall be defined as: spouse, child, parents, siblings, mother-in-law, father-in-law, nieces, nephews, sister-in-law, brother-in-law, grandparent, grandchild.

B. After exhausting all sick leave, a teacher may be absent due to personal accidental injury, illness, or pregnancy up to an additional twenty (20) days. During such period, the teacher shall receive full contract salary less the amount actually paid a certified substitute teacher or normally paid for a certified substitute teacher.

C. After three (3) consecutive days or other situations when abuse of sick leave is suspected (such as a pattern of usage on Monday or Friday), the teacher may be required to provide certification of illness.

D. Each school year, any certified teacher having accumulated more sick leave than is considered one year retirement credit (currently 120 days) by the last official contract day of the year, shall be paid \$20 for each day above that 120 day limit, up to a maximum of 10 days. Once a day has been paid for, it is no longer available for sick leave purposes, but it will still belong to that teacher for retirement purposes. Said payment shall be made with the July payroll as a separate check. Teachers who have accumulated days above the 120 limit prior to 2004-2005, if they are not used for sick leave, will be paid for those previously accumulated days upon retirement at a rate of

\$20 per day.

5.30 BEREAVEMENT LEAVE

A. Teachers may utilize up to three (3) days each year for bereavement leave in the case of death of a parent, spouse, child, sibling, mother-in-law, father-in-law, grandparent, or grandchild.

5.40 PERSONAL BUSINESS LEAVE

A. Each teacher shall be granted personal business days to conduct business that must be conducted at times that school is in session. The number of days granted will be based on in-district experience with 0-9 years receiving three (3) days and 10 or more years receiving four (4) days of personal business leave.

B. Except in emergency situations, a teacher who will be absent for reasons of personal business shall provide the administration with at least twenty-four (24) hours notice. If twenty-four (24) hours notice is not possible, the teacher may apply to the Superintendent to utilize personal business leave.

C. Except in emergency situations, personal business leave may not be used during the following times: first or last week of school; the day(s) immediately preceding or following a holiday or vacation period; and days when school remains in session despite adverse weather conditions.

D. Unused personal business leave days shall accumulate as sick leave, for a total of 10 sick days per year.

5.50 LEAVE OF ABSENCE

A. A teacher may apply to the Board for a one (1) year unpaid leave of absence for the purpose of further educational development of the teacher, extended personal illness or injury, adoption, child rearing, maternity, or caring for a member of the immediate family who is severely ill or injured.

B. Applications for unpaid leave of absence for the ensuing year must be filed prior to February 1 of the current year.

C. Applications for reinstatement for the ensuing year following a leave of absence must be filed by February 1. If no such request is filed by that date, the teacher will be deemed to have resigned effective at the end of the current contract year.

D. During a leave of absence a teacher may maintain, at the teacher's expense, coverage under any district-sponsored insurance program in which the teacher was enrolled prior to taking the leave, as permitted by the insurance carrier.

E. Upon returning from an unpaid leave of absence, the teacher will be assigned to the same position held prior to the leave if a vacancy exists, or to another position for which the teacher is certified and qualified.

F. Upon returning from an unpaid leave of absence, the teacher will be placed on the same salary step the teacher was on prior to the leave. No steps may be earned during the leave of absence and no compensation will be paid to the teacher during the leave. All accumulated leave benefits will be reinstated upon return from an unpaid leave of absence.

5.60 PROFESSIONAL LEAVE

Upon application to and approval of the Superintendent, or his designee, teachers may be granted leave at no loss in pay to attend professional meetings, workshops, or conferences related to their teaching assignments.

5.70 JURY DUTY AND COMPENSATION

A. 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 reimbursed expenses.

B. If a teacher is excused from jury duty for an entire day, the teacher must be at his/her work assignment.

VI. WORKING CONDITIONS

6.00 WETUMKA EXCELLENCE ADVISORY COMMITTEE

1. If deemed necessary by the WACT, a committee, henceforth entitled the Wetumka Excellence Advisory Committee, and hereinafter called the committee in this document, shall be formed if deemed necessary for the following purposes:

- a. To discuss and make recommendations for improvement in any nonnegotiable areas, such as curriculum, assessment, student issues, etc.
- b. To discuss and make recommendations to the Board for the yearly calendar, including but not limited to placement of parent/teacher conference day(s), traditional vacation days, and teacher in-service and professional days. Also to make recommendations to the Board regarding any changes in the approved calendar because of unforeseen circumstances.

2. The committee will be organized as follows:

- a. The association will nominate two (2) teachers from each site, one of which shall be a career teacher.
- b. No more than one of the nominated committee members shall be a member of the negotiations team.
- c. For the first year only, one of the teachers will serve a one-year term, and the other a two-year term. After the first year, all teachers will serve two-year terms on the committee. This ensures continuity because one committee member from each building will have the experience on the committee at all times.
- d. In addition to the two nominated teachers from each site, each year the association president shall serve on the committee.
- e. The superintendent and one principal will serve on the committee, with the principals rotating each year.
- f. A chairperson, if the committee members feel one is necessary, will be chosen by the committee members at the first yearly meeting.

3. The committee will meet monthly at a time and place to be determined by the committee during the initial meeting. The initial meeting in will be held immediately following the close of the school day in the library.

6.10 WORK YEAR

The 2018-2019 work year for teachers shall be at least one thousand eighty (1080) hours consisting of days taught, and five (5) professional days.

6.11 CALENDAR

The Association will be allowed a voice regarding the annual school calendar at least seven (7) days prior to its presentation to the Board for approval.

6.20 WORK DAY

The length of the work day shall be 7.5 hours and the building principal shall determine the arrival and departure time for teachers and teaching assistants.

6.21 PLANNING PERIOD

A. Teachers shall be scheduled for a total of at least forty-five (45) minutes of planning time each work day. Upon approval of the appropriate office, for special circumstances, teachers may leave during their planning time.

B. Infrequently, teachers may be required to forego scheduled planning time to accept responsibilities related to the proper functioning of the school.

C. When a teacher is required by the administration to cover a class during the teacher's planning period, the teacher shall be compensated eight dollars (\$8.00) per class period, or the teacher may choose to use the time as comp time per the following:

1. The choice of pay or comp time will be the choice of the teacher, and will be indicated as such on the substitute teacher's work record form.
2. The substitute teacher's work record form shall be signed at the time of the assignment.
3. Said comp time is cumulative to no more than two hours and must be used within 30 days or the comp time option will be lost and the teacher will receive the \$8.00 per period.

6.22 LUNCH PERIOD

A. At the beginning of each school year, the principal, after receiving input from teachers, shall establish a lunch duty schedule. The schedule shall assign duties to teachers on a rotating and equitable basis. Teachers shall be provided with as much duty free lunch time as is possible each day.

B. Teachers may be required to forego scheduled duty free lunch time to accept responsibilities related to the proper functioning of the school.

6.23 TELEPHONE

A telephone shall be available in each teacher workroom/lounge. Teachers will be allowed to make long distance personal calls during non-duty time by using credit cards or calling collect. All telephones will be equipped to allow for privacy for personal calls. Cell phone use shall be limited to workroom/lounge area or when students are not present.

6.24 BUS DUTY

At the beginning of each school year, the principal, after receiving input from teachers, may establish a bus duty schedule. The schedule shall assign duties to teachers on a rotating and equitable basis.

6.25 ATTENDANCE AT SCHOOL FUNCTIONS

Teachers are strongly encouraged to attend all school functions appropriate to their working site buildings.

6.41 HEALTH AND SAFETY CONDITIONS

A. The district shall strive to maintain health and safety conditions at each school in compliance with applicable statutes and/or regulations.

B. Teachers shall report to their principals, in writing, any existing hazardous conditions. All hazardous conditions shall be corrected as soon as possible.

6.42 ACCESS TO BUILDINGS

Upon request, each teacher will be provided a building key.

6.43 TEACHING SUPPLIES

Teachers may make requests for supplies and equipment to the Principal. The items, if approved, shall be made available to teachers as soon as practical.

6.50 PROFESSIONAL ATTIRE

A. Teachers shall wear professional attire to work. A Professional Standards Committee comprised of all principals, two (2) elementary teachers, and two (2) secondary teachers shall meet in order to make recommendations to the Superintendent regarding Professional Standard Code Policy which shall include professional attire guidelines. The Superintendent shall inform the entire faculty of professional attire guidelines at the beginning of the year.

B. Professional Standard Code Policy shall become part of this contract upon approval by the Board and the Association (Appendix G).

C. Failure to adhere to this policy code will result in a written plan of improvement.

VII. COMPENSATION

7.10 PAY PERIODS

A. The board shall issue warrants on the last teacher's working day of each month.

B. Teachers shall receive remaining summer warrants on the first working day after the June Foundation and Salary Incentive Aid (State Aid) payment (approximately June 20th).

7.20 COMPENSATION SCHEDULE

- A. The composition schedule shall be attached in appendix H. The Total District Compensation shall include salary and district paid teacher retirement.
- B. Flexible Benefit Allowance (whether taken as taxable cash or insurance benefit) and Teacher Retirement Credit offered by the State of Oklahoma will be paid by the State in addition to the Total District Compensation
- C. Add step 29 to Appendix H.

7.30 EXTRA DUTY COMPENSATION

- A. Concession workers will arrive thirty (30) minutes prior to the first game scheduled. Gate workers will arrive forty-five (45) minutes prior to the first game scheduled. All workers close their duties at the beginning of the 4th quarter of the last game.
- B. The extra duty compensation shall be set by the School Board or its designee.
 - 1. Extra Duty Compensation will be distributed as follows for non-athletic extra duty pay:
Positions with extra duty of more than \$1200.00 will not be eligible for lump sum payments, and shall have extra duty pay divided by 12 and payments will be included in regular monthly payroll checks.
 - 2. Positions with extra duty of \$1200.00 or less will receive the extra duty pay in two equal payments, one in December and one in May. Said payments will be in a separate check, not part of the regular monthly payroll check.
 - 3. Should a teacher have more than one of these eligible extra duties, the total of the eligible extra duties will be divided into two equal payments.
- C. When assigning teachers to concession and gate duty, duties will be assigned on the basis of seniority. If seniority is the same, sign-up will be based on highest degree.
- D. Elementary teachers shall not be required to supervise students participating in basketball after school hours. This shall include riding the bus with students and supervising students during the games.

7.40 DIRECT DEPOSIT

Teachers shall have their warrants deposited directly into the financial institution of their choice during the school year as per H.B. 2731, Direct Deposit Act.

VIII. FRINGE BENEFITS

8.10 RETIREMENT CONTRIBUTION

For the 2016-2017 school year, the Board shall pay each teacher's full retirement contribution as a part of total compensation.

8.20 REDUCED SALARY CAFETERIA PLAN

A portion of the contracted salary shall be available to each teacher for a tax-sheltered "cafeteria plan". These benefits shall include any of the following cafeteria-style fringe benefits the teacher authorizes:

- a. Medical and health care plans
- b. Salary protection
- c. Cancer policy
- d. Term life insurance
- e. Non-reimbursed medical expenses
- f. Dependent care

Upon signing the salary reduction cafeteria plan agreement for tax sheltering benefits, agreement is made not to change or withdraw from the program for the current school year. This does not preclude changes allowed by law. Any increase in premiums will be payroll deducted until the following school year.

- Teachers may elect to have insurance, dues, etc. payroll deducted rather than selecting the tax shelter benefits under

the cafeteria plan.

Provisions in this article are subject to approval by the plan administrator and the requirements of State and Federal law.

8.30 PAYROLL DEDUCTIONS

Each teacher has the option to request the following payroll deductions:

- A. Annuities, as allowed by law
- B. POE dues
- C. Oklahoma College Savings Plan

A teacher may continue his/her optional payroll benefits during an approved leave of absence, provided the employee makes full premium payments. Such payments will be paid to the Board of Education, who in turn, will make payments to the carrier.

8.40 HEALTH INSURANCE

The Wetumka School District shall participate in a group health/dental insurance program mutually agreed to by the Association and the Board.

8.41 HEALTH INSURANCE BENEFIT

Flexible Benefit Allowance:

Shall be limited to state mandated amounts, language to include H.B. 2662 and S.B. 1106 requirements.

- “School district employee” means classified or other personnel as defined by the act.
- “Classified personnel” means a teacher, principal, supervisor, administrator, counselor, librarian, or certified or registered nurse.
- “Regular Annual Compensation” means salary plus teacher retirement, excluding the FBA.
- The FBA may be used for Health Choice (HI) option plan as offered by OSEEGIB. If the FBA is used as insurance, it is not taxable.
- If an employee does not elect to have insurance, the employee shall receive “**salary compensation**” at the same dollar amount as set by the state. Said salary is taxable.

IX. APPENDIXES

9.10 APPENDIX A: PROCEDURAL AGREEMENT

9.20 APPENDIX B: EVALUATION FORMS

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9.10 APPENDIX A - PROCEDURAL AGREEMENT

I. PURPOSE

1.1 The Board of Education of Wetumka Public Schools and the Wetumka Association of Classroom Teachers recognize the need for an orderly process of communication for administering employer/employee relations which conform with Oklahoma Statutes 70 O.S. 509.1 through 509.10.

II. RECOGNITION

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

2.2 The Board hereby recognize the Association as the exclusive negotiation representative for the bargaining unit consisting of all employees who are required by the position in which they are employed to be licensed or certified as teachers or entry year teachers, and who do not hold supervisory authority with respect to other teachers of Wetumka Public Schools. Any person who desires not to be represented by the Association may so state in writing to the Board.

2.3 The Board and/or Association shall not discriminate against any person regardless of membership or non-membership in the Association or for participation or nonparticipation in any phase of the bargaining process.

III. SCOPE OF BARGAINING

3.1 The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits, and other terms and conditions of employment. 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 other's contract proposals, the objecting party must support its objections with rationale.

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

3.3 There shall be no negotiations on inherent managerial responsibilities 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.

IV. NEGOTIATIONS PROCEDURES

4.1 Negotiation Teams

4.1.1 The Board and the Association shall each exchange in writing, at the first negotiation session, the names of not more than five (5) persons 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. Up to three (3) alternates may be designated by each team, however, alternates will attend the meetings only when serving in the place of a regular team member. Neither party shall attempt to exert influence over the other party's selection of representatives.

4.2 Opening Negotiations

4.2.1 Between March 1 and May 1 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, if it desires there to be negotiations for that year. If no such request is made during the time period above, negotiations will not take place for the ensuing year.

4.2.2 The first negotiations session shall occur on a mutually agreeable date not more than thirty (30) days from the date of the written request to open negotiations.

4.2.3 The Association and the Board shall submit all of their negotiations proposals at the first session. Subsequent proposals may only be submitted upon mutual agreement of the parties.

4.3 Negotiations Sessions

4.3.1 Only members of the respective negotiation teams may be present during negotiation sessions. Other parties may be permitted to be present only by mutual agreement of the parties.

4.3.2 No recording or official transcripts shall be made without mutual agreement of the parties.

4.3.3 All negotiations will be conducted in closed sessions.

4.3.4 During meetings each party is free to caucus at any time.

4.3.6 At the discretion of the team's spokesperson, any team member may speak to any issue on the table.

4.3.7 Negotiations will only be conducted between the representatives of the parties and only in regular negotiation sessions at the times, dates, and places mutually agreed upon by the parties. The time, date, place, and agenda of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiation session.

4.3.8 Negotiation sessions shall be scheduled at times which will not interfere with the teacher work day and the educational programs of the district.

4.3.9 Other meeting ground rules shall be set by mutual agreement at the table.

4.4 Tentative Agreement

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

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

V. IMPASSE

5.1 If negotiations are not successfully concluded by the first day of school an impasse shall exist. At any earlier time following the initial negotiation session, either party may declare an impasse, or, by mutual agreement of the parties, the date for declaring may be extended beyond the first day of school.

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

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

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

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

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

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

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

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

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

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

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

VI. NO STRIKE CLAUSE

6.1 The procedure provided for herein for resolving impasse shall be the exclusive recourse of the Association. It shall be illegal and a violation of this Agreement for the Association or the members of the bargaining unit to strike or threaten to strike as a means of resolving differences with the Board.

VIII. SAVINGS CLAUSE

7.1 If any provision of this Agreement shall be found contrary to law, it shall be severed from the Agreement, and all other provisions or application of the Agreement shall continue in full force and effect. When either party becomes aware that a provision has been found contrary to law it shall notify the other.

VIII. DURATION OF AGREEMENT

8.1 This Agreement shall continue in effect for successive fiscal year periods unless notice is given, in writing, between January 15 and February 15 of any year, by either party, that the party desires to modify, amend, or terminate this Agreement. Once such notice is given, negotiations related to changes in this Agreement shall commence on a mutually agreeable date within thirty (30) days of such notice.

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

Adopted _____

President of the Board

President of the Association

APPENDIX C - GRIEVANCE FORM

**WETUMKA PUBLIC SCHOOLS
GRIEVANCE FORM**

Level (check one): ☐ **Two** ☐ **Three** ☐ **Four**

Name of Grievant: _____ **Assignment:** _____

Date of occurrence giving rise to grievance: _____

Citation of Negotiated Agreement Article(s) and/or Section(s) alleged to have been violated:

Statement of Grievance: _____

Relief Sought: _____

Signature of Grievant

Date

Decision: _____

Signature and Title

Date

(If additional space is needed to complete any portion(s) of this form, attach and properly identify additional pages.)

9.40 APPENDIX D - LEAVE SHARING AGREEMENT

**WETUMKA PUBLIC SCHOOLS
LEAVE SHARING AGREEMENT**

I, _____ agree to donate _____
days of sick leave to _____. I understand
that this is strictly voluntary.

Signature

Date

Notary My commission expires: _____

I, _____, have exhausted all
earned sick leave due to illness and hereby accept _____ sick days from

_____.

Signature

Date

Notary My commission expires: _____

9.50 APPENDIX F - OKLAHOMA STATUTES: FAIR DISMISSAL PROCEDURE

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-reemployment 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 or 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 given 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-reemployment action against the teacher. (70-6-101.21)

Section 125. Grounds for Dismissal or Nonreemployment of Teachers.

A. Subject to the provisions of the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:

1. Willful neglect of duty;
2. Repeated negligence in performance of duty;
3. Mental or physical abuse to a child;
4. Incompetency;
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 reemployed for cause.

C. A teacher shall be dismissed or not reemployed, unless a presidential or gubernatorial pardon has been issued, if during the term of employment such teacher is convicted in this state, the United States or another state of:

1. Any sex offense subject to the Sex Offenders Registration Act in this state or subject to another state's or the federal sex offender registration provisions; or
2. Any felony offense.

D. A teacher may be dismissed, refused employment or not reemployed 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 nonrenewal.

District failed to establish teacher was guilty of moral turpitude as to making of false statements. *Hawzipta v. Independent School Dist. No. 4*, 13 P.3d 98, 2000 OK CIV APP 113.

Repeated tardiness of teacher can amount to Willful Neglect of Duty. *Winslett v. ISD No. 16*, 657 P.2d 1208 (Okla. App. 1982)

Probationary teacher is entitled to be given reasons or findings upon which board of education decided not to reemploy her. *Jackson v. ISD No. 16*, 648 P.2d 26 (Okla. 1982)

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)

REDUCTION IN FORCE (RIF):

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 nontenured teacher, reasonable accommodations must be made to give priority for contract renewal to qualified career teachers over nontenured teachers. *Barton v. ISD No. 1-99*, 914 P.2d 1041 (Okla. 1996)

The Teacher Due Process Act is not applicable to a reduction in force, and a school district need not comply with the 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)

School board has the implicit authority to nonreemploy 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 nontenured faculty in implementation of a RIF plan. *Babb v. ISD No. 1-5*, 829 P.2d 973 (Okla. 1992)

"Teacher tenure law" provides that tenured teacher has priority for renewal over nontenured teacher in cases of reduction of force implementation when both teachers are certified to teach the same subject. *Babb v. ISD No. 1-5*, 829 P.2d 973 (Okla. 1992)

During a reduction in force implementation, when nontenured 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 was given to nontenured faculty. *Babb v. ISD No. 1-5*, 829 P.2d 973 (Okla. 1992)

Nonrenewal 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)*

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)*

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)*

Elimination of teaching position is proper reason for nonrenewal of tenured teacher's contract. *June 29, 1976 (AG Op. No. 76-194)*

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. *AG Op. May 31, 1973*

Section 126. Teachers Exempted from Dismissal, Suspension and Nonreemployment Provisions.

A. The dismissal, suspension and non-reemployment 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 on temporary contracts for a complete school year and 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 temporary contract or the grant.

C. The evaluation provisions in Sections 6-101.10 and 6-101.11 of this title and in the Teacher Due Process Act of 1990 shall apply to teachers who are employed on temporary contracts for a complete school year and 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 temporary contract or the grant.

D. Teachers other than those specifically excepted in subsection A of this section who are employed on contracts shall be afforded all substantive and procedural rights set forth in the Teacher Due Process Act of 1990 including the dismissal, suspension, and non-reemployment provisions applicable to probationary or career teachers as defined in Section 6-101.3 of this title.

E. On and after the effective date of this act any teacher who has worked a complete school year under a temporary contract in a school district shall be granted a year of service credit toward career status in that district.

F. No teacher shall be hired on a temporary contract by a school district for more than three semesters, except for a:

1. Teacher hired to replace a teacher who is on an approved leave of absence and who is expected to return to employment with the school district; or

2. Teacher who is a retired member of the Teachers' Retirement System of Oklahoma.

G. No teacher shall be offered a temporary contract with a school district without a full written disclosure at the time a position is offered by the administration of the school district which sets forth the terms and conditions of the temporary contract. In the event the school district fails to provide such written disclosure, the teacher shall be considered as employed on a continuing contract basis.

H. On and after the effective date of this act no teacher who is employed on a continuing contract basis by a school district shall be reemployed on a temporary contract in that school district. **(70-6-101.23)**

A teacher who signs a temporary teacher contract prior to the end of her third consecutive year of teaching is not a "career teacher" at the time of the signing and has no rights to tenure at that time. The teacher does not gain tenure by working a fourth year under a temporary contract. *Scheer v. ISD No. 1-26, Afton Public Schools*, 1997 OK 115, 948 P.2d 275.

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)*

Statutory dismissal, suspension and nonreemployment 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)*

Circumstances under which a temporary contract may be used is within discretion of boards of education. *January 16, 1984 (AG Op. No. 83-253)*

When tenured teacher is not reemployed 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)*

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-reemployment, 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 shall make a recommendation to the superintendent of the school district for the dismissal or non-reemployment 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 nonreemployment 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) day 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, incompetency, 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 recommendation to dismiss or not reemploy a teacher unless and until the provisions of this section have been complied with. **(70-6-101.24)**

Admonishment and plan of improvement is not required prior to termination of probationary teacher for misconduct unrelated to teaching performance. *Harjo v. Board of Education of ISD No. 7*, 1999 OK CIV APP 35, 976 P.2d 1096.

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. ISD I-29 of Muskogee County*, 939 P. 2d 1127 (Okla. 1997).

Section 128. Recommendation of Dismissal or Nonrenewal.

Whenever a superintendent decides to recommend that a teacher employed within the school district be dismissed or not reemployed, 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 Nonreemployment - Hearing and Appeal Rights.

A. Whenever a board of education receives a superintendent's recommendation for the dismissal or nonreemployment 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 twenty (20) days or later 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 nonreemploy 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 nonreemploy 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 nonreemployment 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)

When teacher failed to obtain necessary certification for continuing in position, contract of employment was extinguished by operation of law, and school district did not have to comply with notice and hearing requirements of Teacher Due Process Act. *Guthrie v. ISD No. 30 of Adair County, Cave Springs Public Schools*, 1998 OK CIV APP 47, 958 P.2d 802.

Probationary teacher is entitled to be given reasons or findings upon which board of education decided not to reemploy her. *Jackson v. ISD No. 16*, 648 P.2d 26 (Okla. 1982)

Tenured teacher reinstated by hearing panel to teaching position not entitled to reinstatement of his coaching duties. *Maupin v. ISD No. 26*, 632 P.2d 396 (Okla. 1981)

Notwithstanding statutory provisions that decision of a board of education to dismiss a teacher for wilful 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)

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 trial 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 nonreemployment, the teacher shall be deemed to have waived the right to a trial 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 by 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 nonreemployment is warranted. The trial de novo shall proceed as a nonjury 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 estoppel or res adjudicata 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 nonreemployment 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 nonreemployment 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 the 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 civil cases from the district court. (70-6-101.27)

Refusal to reinstate tenured teacher to coaching position when he was reemployed after a due process hearing did not result in a failure to provide 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)

Section 131. Applicable Procedure.

The applicable procedure in the event of a recommendation by the superintendent for the dismissal or nonreemployment of a teacher shall be that procedure provided by law on the date such dismissal or nonreemployment 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 in 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)

9.60 APPENDIX G: PROFESSIONAL ATTIRE

PROFESSIONAL STANDARD CODE POLICY

1. Leggings and jeggings (non-denim) must be worn with a top that rests mid-thigh all the way around.
2. Dresses and skirts must touch the top of the knee all the way around.
3. Jeans (with no holes) and pants made of BLUE DENIM may be worn on Fridays with a school spirit shirt.
4. Scrubs are allowed for 1:1 aides, Pre-K and Kindergarten teachers and Pre-K and Kindergarten aides.
5. Dress/walking/bermuda shorts are allowed for both men and women. They must hit at the top of the knee and be worn with a classy blouse or collared shirt. No denim, gym or sweatpant shorts.
6. Sleeveless shirts must have a shoulder piece 3 inches in width. No racer-backs allowed.
7. Undergarments must never be showing.
8. Cleavage must never be showing.
9. T-shirts-
 - 9a. solid color shirts can be worn throughout the week as part of an outfit (ex. Under a cardigan or button up shirt). [No breast pockets.]
 - 9b. Teacher/holiday/theme shirts can be worn when the administration has permitted jeans except on Fridays.
10. Coaches and P.E. teachers must be in professional dress unless at the field or at the gym.
11. No rubber flip-flops.
12. Support staff/part-time staff must follow the dress code listed above.

Professional Attire will be worn at all Parent-Teacher Conferences and end of the year awards assemblies.

Professional appearance should be maintained at all times. This includes neatness, cleanliness, and clothing that is not wrinkled or provocative in nature.

The administration has the right to allow exceptions to this dress code to occur depending upon subject matter, field trips and/or situations.

If you break dress code and have to leave to change clothes then your personal time will be docked.

9.70 APPENDIX H: DISTRICT COMPENSATION SCHEDULE

2018/2019

Bachelors

Year	Salary	Ret	Comp
0	34038.93	2562.07	36601.00
1	34442.55	2592.45	37035.00
2	34846.17	2622.83	37469.00
3	35250.72	2653.28	37904.00
4	35654.34	2683.66	38338.00
5	36093.30	2716.70	38810.00
6	36523.89	2749.11	39273.00
7	36955.41	2781.59	39737.00
8	37386.00	2814.00	40200.00
9	37816.59	2846.41	40663.00
10	38766.12	2917.88	41684.00
11	39224.61	2952.39	42177.00
12	39683.10	2986.90	42670.00
13	40140.66	3021.34	43162.00
14	41574.66	3129.27	44703.93
15	42080.57	3167.35	45247.92
16	42568.81	3204.10	45772.91
17	43057.05	3240.85	46297.90
18	43545.29	3277.60	46822.89
19	44033.53	3314.35	47347.88
20	44540.37	3352.50	47892.87
21	45028.61	3389.25	48417.86
22	45517.78	3426.07	48943.85
23	46006.02	3462.82	49468.84
24	46494.25	3499.57	49993.82
25	47848.32	3601.49	51449.81
26	48273.32	3633.48	51906.80
27	48416.02	3644.22	52060.24
28	48746.40	3669.08	52415.48
29	49076.77	3693.95	52770.72

Masters

Year	Salary	Ret	Comp
0	35331.63	2659.37	37991.00
1	35735.25	2689.75	38425.00
2	36138.89	2720.13	38859.00
3	36543.42	2750.58	39294.00
4	36947.04	2780.96	39728.00
5	37386.00	2814.00	40200.00
6	37816.59	2846.41	40663.00
7	38248.11	2878.89	41127.00
8	38678.70	2911.30	41590.00
9	39110.22	2943.78	42054.00
10	40518.24	3049.76	43568.00
11	40976.73	3084.27	44061.00
12	41435.22	3118.78	44554.00
13	41893.71	3153.29	45047.00
14	43015.53	3237.72	46253.25
15	43522.37	3275.87	46798.24
16	44010.61	3312.62	47323.23
17	44498.85	3349.37	47848.22
18	44987.09	3386.12	48373.21
19	45475.33	3422.87	48898.20
20	45983.10	3461.09	49444.19
21	46471.34	3497.84	49969.18
22	46959.58	3534.59	50494.17
23	47448.75	3571.41	51020.16
24	47936.99	3608.16	51545.15
25	49324.54	3712.60	53037.14
26	49749.55	3744.58	53494.13
27	49886.36	3754.88	53641.24
28	50216.73	3779.75	53996.48
29	50547.10	3804.62	54351.72

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2018/2019

Bachelors + Nat'l Board Certification

Year	Salary	Ret	Comp
0	35115.87	2643.13	37759.00
1	35519.49	2673.51	38193.00
2	35924.04	2703.96	38628.00
3	36327.66	2734.34	39062.00
4	36731.28	2764.72	39496.00
5	37170.24	2797.76	39968.00
6	37601.76	2830.24	40432.00
7	38032.35	2862.65	40895.00
8	38462.94	2895.06	41358.00
9	38894.46	2927.54	41822.00
10	39844.92	2999.08	42844.00
11	40302.48	3033.52	43336.00
12	40760.97	3068.03	43829.00
13	41219.46	3102.54	44322.00
14	42653.46	3210.47	45863.93
15	43159.37	3248.55	46407.92
16	43647.61	3285.30	46932.91
17	44135.85	3322.05	47457.90
18	44624.09	3358.80	47982.89
19	45112.33	3395.55	48507.88
20	45620.10	3433.77	49053.87
21	46108.34	3470.52	49578.86
22	46596.58	3507.27	50103.85
23	47084.82	3544.02	50628.84
24	47573.06	3580.76	51153.82
25	48948.52	3684.29	52632.81
26	49373.52	3716.28	53089.80
27	49516.22	3727.02	53243.24
28	49846.59	3751.89	53598.48
29	50176.96	3776.76	53953.72

Masters + Nat'l Board Certification

Year	Salary	Ret	Comp
0	36408.57	2740.43	39149.00
1	36812.19	2770.81	39583.00
2	37216.74	2801.26	40018.00
3	37620.36	2831.64	40452.00
4	38023.98	2862.02	40886.00
5	38462.94	2895.06	41358.00
6	38894.46	2927.54	41822.00
7	39325.05	2959.95	42285.00
8	39756.57	2992.43	42749.00
9	40187.16	3024.84	43212.00
10	41597.04	3130.96	44728.00
11	42055.53	3165.47	45221.00
12	42513.09	3199.91	45713.00
13	42971.58	3234.42	46206.00
14	44094.33	3318.92	47413.25
15	44601.17	3357.07	47958.24
16	45089.41	3393.82	48483.23
17	45577.65	3430.57	49008.22
18	46065.89	3467.32	49533.21
19	46554.13	3504.07	50058.20
20	47061.90	3542.29	50604.19
21	47551.07	3579.11	51130.18
22	48039.31	3615.86	51655.17
23	48527.55	3652.61	52180.16
24	49015.79	3689.36	52705.15
25	50423.80	3795.34	54219.14
26	50848.81	3827.32	54676.13
27	50985.62	3837.62	54823.24
28	51315.99	3862.49	55178.48
29	51646.36	3887.36	55533.72

***National Board Certification columns are for teachers who applied for and/or received National Board Certification after June 30, 2013

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