

July 1, 2005

Rock Creek USD 323

NEGOTIATED AGREEMENT

2005-2006

Between:

Rock Creek Educators' Association

and

Unified School District No. 323

Board of Education



Table of Contents

| | |
|------------------------------------------------------------------------------|----|
| U.S.D. 323 NEGOTIATED AGREEMENT PREAMBLE | 4 |
| <u>ARTICLE I. ASSOCIATION RIGHTS</u> | |
| Section 1. Reproduction of Agreement | 4 |
| Section 2. Dues Deductions | 4 |
| Section 3. Association Leave | 5 |
| <u>ARTICLE II. REGULATIONS RELATING TO WAGES</u> | |
| Section 1. Additional Hours, Inservice Points Declaration | 5 |
| Section 2. Denial of Compensation Increase | 5 |
| Section 3. Payment Procedure | 6 |
| Section 4. Mileage Allowance | 6 |
| Section 5. Teacher Conduct | 6 |
| Section 6. Compensation Schedule with Education and Experience Increments | 6 |
| <u>ARTICLE III. FRINGE BENEFITS</u> | |
| Section 1. Tax-Sheltered Annuities | 8 |
| Section 2. Health Insurance | 8 |
| Section 3. Compensation Reduction Plan | 8 |
| <u>ARTICLE IV. SUPPLEMENTAL SALARIES</u> | |
| Section 1. Duty-Free Lunch | 8 |
| Section 2. Driving to Activities | 8 |
| Section 3. Mileage Reimbursement | 8 |
| Section 4. Termination of Supplemental Assignments | 9 |
| Section 5. Activities Beyond the Duty Day | 9 |
| Section 6. Supplemental Assignment Salary Schedule | 9 |
| <u>ARTICLE V. AMOUNT OF WORK</u> | |
| Section 1. Length of Contract | 10 |
| Section 2. Contracts | 11 |
| Section 3. Duty Day | 11 |
| Section 4. Planning Time | 11 |
| Section 5. Group Sponsors | 11 |
| Section 6. Teacher Cooperation | 11 |
| <u>ARTICLE VI. LEAVE POLICIES</u> | |
| Section 1. Sick Leave | 11 |
| Section 2. Personal Leave | 12 |

| | |
|------------------------------------|----|
| Section 3. Emergency Leave | 13 |
| Section 4. Leave for Jury Duty | 13 |
| Section 5. Leave of Absence | 13 |
| Section 6. Unpaid Leave Deductions | 14 |
| Section 7. Funeral Leave | 14 |

ARTICLE VII. TUITION CREDITS

| | |
|-------------------------------------|----|
| Section 1. Coursework Reimbursement | 14 |
|-------------------------------------|----|

ARTICLE VIII. GRIEVANCES

| | |
|-----------------------|----|
| Section 1. Definition | 14 |
| Section 2. Filing | 14 |
| Section 3. Procedures | 14 |

ARTICLE IX. TEACHER EVALUATION RECORDS

| | |
|---------------------------------------------------------------------|----|
| Section 1. Examination of File | 15 |
| Section 2. Review Derogatory Materials | 15 |
| Section 3. Dismissals | 16 |
| Section 4. Supervision of Teachers/Teacher Evaluation Instrument | 16 |
| Section 5. Bonus Pay | 16 |

ARTICLE X. POSITION CHANGES

| | |
|----------------------------------------------------|----|
| Section 1. Position Transfers | 16 |
| Section 2. Teachers Affected by Reduction in Staff | 17 |
| Section 3. Vacancy Notification | 17 |

ARTICLE XI. VACATIONS AND HOLIDAYS

ARTICLE XII. REDUCTION IN TEACHING STAFF

| | |
|------------------------------------------------|----|
| Section 1. Declaration | 17 |
| Section 2. Notification to Teachers | 17 |
| Section 3. Considerations in Reduction Process | 17 |
| Section 4. Written Notice to Affected Teachers | 18 |
| Section 5. Benefits Upon Rehiring | 18 |
| Section 6. Inadequate Budget Funding | 18 |

U. S. D. 323 NEGOTIATED AGREEMENT PREAMBLE

The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Kansas and of the United States.

The exercise of the powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the agreement, and then only by the specific and express terms of the agreement, and then only to the extent such specific and express terms thereof are in compliance with the Constitution and Laws of the State of Kansas and the Constitution of the United States.

This agreement shall govern the rights, as provided in this agreement, of **the Board of Education and Rock Creek Educators' Association during the effective period from July 1, 2005 through June 30, 2006.** This agreement, together with all terms, conditions, and effects thereof, shall expire on June 30, 2006. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

All negotiated items shall continue in force for one year and then **automatically expire unless renegotiated and approved by the Board and teachers'** negotiating unit.

ARTICLE I. ASSOCIATION RIGHTS

Section 1. Reproduction of Agreement

Copies of the Negotiated shall be reproduced in booklet form by the Board and the expense thereof shall be shared between the Board and **Rock Creek Educators' Association. R.C.E.A. will pay for half the number of copies** equal to the number of teachers eligible for membership in their organization, plus two.

Distribution of the negotiated agreement shall be made to each teacher on or before the first full inservice day for all teachers, provided the final **agreement has been approved by the Educators' Association and the Board of Education.**

The fee for Educators' Association use of District machines or equipment shall be at the rate of \$.10 per page.

Section 2. Dues Deductions

Teachers' professional dues will be handled as a payroll deduction in equal installments from October through May payroll checks issued during the contract year. Sign-up for their Board service shall be permitted up to October 10th of each school year for new and returning teachers. New teachers, hired after the October 10th deadline of any contract year, may arrange for dues deduction, by written notification to the U.S.D. 323 Clerk ten (10) days prior to the first paycheck.

The Association may update the membership roster at the first inservice day prior to the beginning of the inservice meeting.

It shall be the responsibility of the R.C.E.A. to provide to the U.S.D. 323 Clerk a complete list annually of members and the amount to be deducted from **each member's total compensation. The President of R.C.E.A. will furnish to the Superintendent a list of officers ten (10) days following their election.**

Section 3. Association Leave

Each school year the Rock Creek Educators' Association shall be authorized 32 hours of paid leave to be used by members of the Association selected by the Association. The Association agrees to notify the building principal, in writing, no less than five (5) days in advance of taking such leave. Building principals shall retain the right to deny the request. Unused leave shall not be accumulative. Substitute teachers shall be paid by the District.

ARTICLE II. REGULATIONS RELATING TO WAGES

Section 1. Additional Hours, Inservice Points Declaration

Teachers who plan to obtain additional college credit which could change their classification on the compensation schedule shall provide the District Office, by May 1 each year, with the title of the course(s) and the number of college hours and/or inservice points to be taken. Graduate hours shall be required to advance on the educational columns of the compensation schedule. However, the Superintendent may approve undergraduate credits (related directly to the teaching assignment) prior to taking the coursework. This would then be counted for advancement on the educational columns. Undergraduate credits shall not be retroactive, and a maximum of three (3) undergraduate hours may be allowed during any one (1) year period.

Implementation inservice points, up to 25 per year, will count for compensation advancement. Twenty application and/or impact points are equivalent to one college hour for movement on the compensation schedule. Movement to **Column 5 (M.S.) requires a Master's Degree.**

Out of contract inservice points earned prior to July 1, 1999 will be counted for salary schedule advancement if the points were earned in compliance with the professional development plan that was in effect when the points were earned.

Section 2. Denial of Compensation Increase

The Board retains the right to deny an increase in total compensation to any teacher who, in the judgment of the Board, has not performed his/her professional responsibilities satisfactorily. Compensation is defined as base salary, educational increments and experience increments. However, in no case will the total compensation on a continuing contract be less than the amount received in the previous year for the same services. Denial of an increase shall be determined by the recommendation of the building principal and based on written evaluations.

However, in no case will the denial of an increase in total compensation occur to a teacher who has not been given a probationary contract. Any loss in **total compensation may be restored by the Board provided the teacher's inadequacies have been resolved.**

During the 4 years of the pilot alternative pay plan the board will not **unilaterally freeze a teacher's salary.**

Section 3. Payment Procedure

a. Teachers shall receive their annual compensation in 12 equal payments beginning in September of each year, or before the 25th day of each month, with such deductions as are required by law, or as provided by the Negotiated Agreement.

b. A lump-sum payment will be made for the pay periods of June, July and August provided the teacher notified the Superintendent in writing on or before April 1. Once a request is properly submitted to the Superintendent, the notice will remain in effect until rescinded in writing by the teacher. Lump-sum payment will be made on or before June 25 of each year, provided all contract obligations have been fulfilled and approved by the building principal or Superintendent and monies have been received from the state. All deductions required by law or provided by the Negotiated Agreement shall be deducted from the lump-sum payment.

Section 4. Mileage Allowance

Teachers with teaching responsibilities in two or more attendance centers in the District shall be allowed reimbursement at the rate set by the State of Kansas when using a personal vehicle for trips from the assigned home school to the other attendance center(s). Payment will be based on actual mileage turned in by the teacher.

Section 5. Teacher Conduct

Teachers will not promote, encourage, support or engage in strikes or work slowdowns. Teachers will not initiate sanctions or other similar activities against the District. Teachers will not discuss negotiations or make references about negotiations to students.

Section 6. Compensation Schedule with Education and Experience Increments

Through June 30, 2009 salary schedule will be eliminated from the negotiated agreement. Compensation increases will be determined by a combination of team goal incentives, individual goals and compensation for educational increments. Compensation increases will be based on each individual salary. Enclosed salary schedule will be used for initial placement only. The alternative compensation plan is included as an addendum.

If a potential KPERs retiree will notify the district office by March 15 of the current year they will be paid the team goal compensation for the following year.

U.S.D. 323 Teacher
Teachers' Compensation Schedule
2005 - 2006
For Initial Placement of Teachers

ARTICLE III. FRINGE BENEFITS

Section 1. Tax-Sheltered Annuities

Provisions for tax-sheltered annuities will be made available to teachers.

Section 2. Health Insurance

Fringe benefits for all teachers contracted 20 hours or more per week, shall be a paid full single health insurance benefit. The health insurance program will be selected by the Board of Education with teacher input.

Section 3. Compensation Reduction Plan

The Board will establish a compensation reduction plan qualified under Section 125 of the Internal Revenue Code. Benefits and carriers will be established by the Board.

ARTICLE IV. SUPPLEMENTAL SALARIED

Section 1. Duty-Free Lunch

Supervision of students is the responsibility of all the teaching staff of U.S.D. 323. Scheduling to rotate supervisor responsibilities among the staff may be utilized to free teachers from daily responsibilities. The building principal shall develop a schedule to provide teachers with a minimum of 25 minutes per day of duty-free lunch.

Section 2. Driving to Activities

coaches and group sponsors covered under this contract shall receive pay for driving activity trips in vehicles that require the driver to have a **Commercial Driver's License as scheduled:**

| | | |
|-------------|---------------|---------|
| 0-25 | miles one way | \$8.50 |
| 26-40 | miles one way | \$11.00 |
| 41-60 | miles one way | \$13.50 |
| 61-80 | miles one way | \$16.00 |
| 80 and over | one way | \$18.50 |

Expenses for obtaining a (CDL) driver's license and \$30.00 toward the required physical examination will be reimbursed by the District; defensive driving and first aid training will be paid by U..S.D. 323.

Section 3. Mileage Reimbursement

Teachers shall use school-owned vehicles when transporting students and/or for all school related trips. When no school vehicles are available the building principal may authorize use of personal vehicles to be reimbursed at the rate set by the State of Kansas.

Section 4. Termination of Supplemental Assignments

The termination of supplemental assignments shall be discretionary with the Board. Notice shall be by June 15. Should circumstances cause the cancellation or curtailment of the supplemental assignment for which the teacher was contracted, the teacher shall be notified within one week after the season was to begin. In the case of cancellation, the teacher shall be relieved of all or a portion of his/her responsibilities in connection with said supplemental assignment and supplemental pay shall be eliminated. In the case of curtailment, supplemental pay shall be reduced by an amount commensurate with the duties performed.

Section 5. Activities Beyond the Duty Day

Teachers at the Jr. Sr. High level will be required to self-select up to five (5) activities to work and shall be compensated at the rate of \$9.00 per hour, with a two hour minimum. The teacher is responsible for providing a replacement when unable to fulfill the obligation.

Assignments for less than full time teachers shall be pro-rated using **the teacher's contract time relative to full time teachers as the basis for pro-rata**.

Section 6. Supplemental Assignment Salary Schedule

All supplemental assignment salaries stated as a percentage shall be calculated as a percentage of the supplemental salary schedule.

The amount shall be determined by multiplying the appropriate percentage by the appropriate experience step on the supplemental salary schedule for the purpose of computing supplemental salaries, the column will continue indefinitely.

The following percentages shall apply:

| | | | |
|----------------------------|-----|---------------------------|------|
| Baseball, Hd HS | 10% | Cheerleader, JH | 5% |
| Baseball, Asst. HS | 7% | Cheerleader, Wrestling | 4% |
| Basketball, Hd HS Boys | 12% | Class Sponsor, 9th Grade | 1% |
| Basketball, Asst HS Boys | 8% | Class Sponsor, 10th Grade | 1% |
| Basketball, Hd JH Boys | 8% | Class Sponsor, 11th Grade | 2% |
| Basketball, Asst. JH Boys | 6% | Class Sponsor, Senior | 1.5% |
| Basketball, Hd HS Girls | 12% | Cross Country | 7% |
| Basketball, Asst. HS Girls | 8% | Debate | 10% |
| Basketball, Hd JH Girls | 8% | Debate, Asst. | 6% |
| Basketball, Asst. JH Girls | 6% | Exit Projects Chair | 8% |
| BPA | 8% | FCCLA, HS | 6% |
| Cheerleader, HS | 9% | FCCLA, JH | 3% |
| | | FFA | 8% |

| | | | |
|------------------------------|-----|---------------------|-----|
| Football, Head HS | 12% | Rock Creek Club | 1% |
| Football, Asst. HS | 8% | SADD | 1% |
| Football, Head JH | 8% | Science Club | 3% |
| Football, Asst. JH | 6% | Softball, Head HS | 10% |
| Forensics | 10% | Softball, Asst. HS | 7% |
| Forensics, Asst | 6% | SIT, K-6 Co-Chair | 2% |
| HiQ/Scholars Bowl | 6% | SIT, 7-12 Co-Chair | 4% |
| IntramuralsK-6(per activity) | 2% | Student Council, HS | 2% |
| Music, Vocal 7-12 | 7% | Student Council, JH | 2% |
| Music, Instrumental 5-12 | 9% | Track, Head HS | 10% |
| Music, Vocal K-6 | 4% | Track, Head JH | 10% |
| Music, Instr. & Vocal K-6 | 4% | Track, Asst. HS/JH | 7% |
| National Honor Society | 1% | Volleyball, Head HS | 12% |
| PDC, RC | 1% | Volleyball, Asst HS | 8% |
| PDC, SG | 1% | Volleyball, Head JH | 8% |
| PDC, WE | 1% | Volleyball, Asst JH | 6% |
| Pep Club | 4% | Wrestling, Head HS | 12% |
| Photography | 2% | Wrestling, Asst. HS | 8% |
| Play, HS (per play) | 6% | Wrestling, Asst HS | 8% |
| Play, JH (per play) | 3% | Wrestling, Asst JH | 6% |
| Portfolio Chair | 6% | Yearbook/Journalism | 5% |
| Renaissance | 6% | | |

Teachers of U.S.D. 323 will be given consideration in the filling of all supplemental vacancies. However, the Board of Education reserves the right to hire individuals who do not hold a teaching contract in U.S.D. 323 to fill vacancies in supplemental assignments. These individuals will not become a part of the bargaining unit and may or may not be compensated for their supplemental duties in accordance with the supplemental schedule as listed herein.

The Board reserves the right to select those supplemental duties required annually for percentage compensation and fixed compensation. The Board further reserves the right to assign personnel to determine the number of staff assigned to each duty and to establish the compensation for the first year of the assignment, delete or add activities and supplemental duties to those listed.

ARTICLE V. AMOUNT OF WORK

Section 1. Length of Contract

The contracts for all returning teachers in 2005-06 shall include at least 192.5 duty days as schedules by the Board. Classroom teaching days shall not exceed 183 days. The first-year contract for all teachers beginning employment in U.S.D. 323 shall not exceed 193.5 days.

Section 2. Contracts

All teachers' contracts shall be an agreement to teach in U.S. D. 323, and the Superintendent shall have the right to make all teaching assignments and/or appointments and the right to change the assignment as determined by the Superintendent.

Section 3. Duty Day

All teachers shall be on duty an amount of time before and after the announced school day. The specific times will be determined by the building principal at each attendance center and will not exceed 60 minutes outside the announced school day.

Section 4. Planning Time

All elementary and secondary classroom teachers shall be provided planning periods averaging 50 minutes per day. Multi-age teams of elementary teachers, upon request, will be provided an additional one-half day of planning per month. When a 7-12 teacher substitutes or covers a another class during hi/her planning period, he/she will be compensated at pro-rated substitute salary or he/she will be allowed full-time reimbursement of that time which could be used for late arrival or early departure from school. This team release could not be used if a substitute is needed and must have prior approval from building principal.

Section 5. Group Sponsors

Teachers shall attend all school functions involving groups which they sponsor, or the teacher shall make arrangements for a substitute. Any substitute must be approved in advance by the building principal or Superintendent. During the 4 year pilot alternative compensation plan the Board will not give unilateral bonuses.

Section 6. Teacher cooperation

Each teacher is expected to work cooperatively with other staff members. Teachers shall assist other teachers by taking part of their responsibilities when determined necessary by the building principal.

ARTICLE VI. LEAVE POLICIES

Section 1. Sick Leave

Full time teachers shall be granted eight (8) days of sick leave on the first day of each contract year, except, teachers new to the District shall be granted sick leave allowances for the equivalent of two contract years, sixteen (16) days on the first contract day after employment with no additional allowance to be granted for their second contract year. Allowance per day shall be eight (8) hours.

Leave allowances will be pro-rated for teachers contracted less than **full time, using the teacher's contract relative to full time teachers as the basis** for pro-ration.

- a. Sick leave shall be allowed for use in personal illness, **maternity leave, adoption of children, doctor's appointments,** or in the case of illness or death of an immediate family member. Immediate family members shall include the spouse, child, parent, sibling, grandparent, grandchild, step children, or foster children of the teacher or spouse.
- b. If school is cancelled during a prearranged leave and a substitute is not paid for that leave, the leave time of the teacher shall not be deducted.
- c. Unused sick leave shall be carried forward to the next contract year. Teachers will be allowed to accumulate a maximum **of 100 days of sick leave. The next year's** allowance will be added to that 100 days.
- d. Upon retirement, as defined by KPERS, from the District with at least 20 years of service to the District, retiring teachers will be compensated with \$10 for each accumulated and unused sick leave day, up to a total of 50 days (\$500.00 maximum), to be paid on a separate check on or before June 30 of the retiring year.
- e. At the end of each contract year, teachers who carried forward the maximum accumulation of 100 days of sick leave from the previous year shall be compensated \$75 if, during the current contract year, only two days of sick leave were used, \$125 if only one day of sick leave was used and \$175 if no sick leave was used. This shall be paid on a separate check on or before June 30 of the current contract year.

Section 2. Personal Leave

Each full time teacher shall be granted twenty-four (24) hours of personal leave on the first day of each contract year.

Leave allowances will be pro-rated for teachers contracted less **than full time, using the teacher's contract relative to full time teachers as the** basis for pro-ration.

- a. Personal leave shall require written approval by the building principal fort-eight (48) hours in advance;
- b. Personal leave shall be limited to no less than one hour increments for calculation purposes;
- c. Unless the teacher submits written notice to the District Office, not later than May 1, requesting that personal leave remaining at the end of the contract year be carried forward as sick leave, one half of the personal leave granted to the teacher and not used that contract year shall be carried forward as personal leave to the next contract year, subject to a 32 hour maximum. The balance of the unused personal leave shall be accumulated as sick leave and carried forward to the next contract year, subject to the 100 day sick leave maximum.

- d. If school is cancelled during a prearranged leave and a substitute is not paid for that leave, the leave time of the teacher shall not be deducted.
- e. A teacher may substitute 12 hours of sick leave for an additional block of 8 hours of personal leave. If more personal leave time is needed, a teacher may substitute 16 hours of sick leave for another block of 8 hours of personal leave. These personal leave special requests shall be limited to 16 hours per year and are subject to administrative approval.

Section 3. Emergency Leave

Emergency leave is contingent upon being granted by the building principal or his/her designee. If emergency leave is granted, it will be charged against personal leave hours.

Section 4. Leave for Jury Duty

Teachers shall notify their building principal upon receiving a summons for jury duty. As long as the teacher remains on jury duty at the discretion of the court, he/she shall continue to receive regular compensation for a period of time not to exceed ten (10) contract days.

Any compensation for such services, excluding mileage and expense reimbursements, shall be remunerated to the District or a deduction in **personal leave and/or compensation shall be made to the teacher's leave/** compensation, based on duty hours not worked.

Section 5. Leave of Absence

Long-term leave shall be 50 or more school days; short-term leave, fewer than 50 days.

- a. Teachers who have been employed in U.S.D. 323 for four (4) consecutive years or more may apply for either a long-term or short-term leave of absence.
- b. Written application with a general description outlining the need for the leave request will be submitted through administrative channels to the Board of Education.
- c. After consideration and assurances that a replacement is available, the Board of Education will notify the teacher in writing as to their decision.
- d. A teacher on short-term leave will be reinstated at a compensation amount consistent with the current compensation schedule at the time of return.
- e. A teacher on long-term leave shall be reinstated on the current compensation schedule but shall remain on the same step as recorded prior to their leave for compensation determination.
- f. Sick leave accumulated prior to the approved leave shall be retained.

- g. While the teacher is on leave, a temporary replacement will be sought to fill the position.
- h. A teacher returning from a leave of absence will be assigned to the original position, or to a substantially equivalent position.

Section 6. Unpaid Leave Deductions

Each day of absence not allowed as paid leave shall be a compensation deduction at the rate of $1/n$ multiplied by the contract amount, with n equal to the number of contract days.

Section 7. Funeral Leave

Full time teachers shall be granted two (2) days of funeral leave per contract year. In addition, any unused sick leave may be used for administering the usual amenities following the death of immediate family members (defined in Section 1. a.).

Leave allowances will be pro-rated for teachers contracted less than **full time, using the teacher's contract relative to full time teachers as the basis** for pro-ration.

ARTICLE VII. TUITION CREDITS

Section 1. Coursework Reimbursement

Building principals may recommend to the Superintendent that teachers take additional coursework to enhance the school program. Only the Superintendent can make such a request of teachers. All requests will be in writing. In these instances the District will reimburse to the teacher the full cost of tuition and books. At least a C must be earned in the course. Receipts must be present to verify enrollment and book purchases.

ARTICLE VIII. GRIEVANCES

Section 1. Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the Negotiated Agreement.

Section 2. Filing

The grievance must be filled, in writing to the building principal, within fifteen (15) calendar days of the time the teacher is or should be aware of the grievance.

Section 3. Procedures

Teachers are permitted to meet with the Board of Education to discuss grievances which may arise. Before asking for an audience with the Board of Education, however, the teacher shall observe the following procedures:

- a. The teacher shall meet with the building principal in order that the grievance may be resolved at the lowest possible level. Fifteen (15) calendar days shall be allowed to resolve the grievance. The building principal shall prepare a memorandum record concerning the confer-

enrence. The memorandum shall then be signed by the building principal and teacher and passed on to the Superintendent. Such memorandum shall contain the nature of the grievance, high points of discussion, the suggested solution and/or reasons why a solution could not be reached.

b. If the grievance cannot be resolved by the teacher and building principal, the teacher shall file the grievance with the superintendent within **fifteen (15) calendar days of the building principal's notification**. The grievance meeting between the teacher and the Superintendent shall be held within fifteen (15) calendar days of filing the grievance with the Superintendent. The Superintendent shall prepare a memorandum record concerning the conference. This memorandum shall be signed by the Superintendent and teacher and passed on the Board of Education. Such memorandum shall contain the nature of the problem, high points of discussion, the suggested solution and/or reasons why a solution could not be reached.

c. If the grievance cannot be resolved by the teacher and the Superintendent, the teacher shall, within fifteen (15) calendar days of the grievance meeting, request through the Superintendent, a meeting with the Board of Education. This meeting must be scheduled within seven (7) calendar days of the request to the Superintendent and the teacher shall be notified in writing. The meeting shall be held no later than the next regular meeting of the Board. The U.S.D. 323 Clerk shall prepare a memorandum record concerning the meeting. Such memorandum shall contain the nature of the grievance, high points of discussion, the suggested solution and/or reasons why a solution could not be reached. The memorandum shall be given to the teacher within seven(7) calendar days of the meeting.

d. If at any point the outlined procedure is not followed, the grievant will prepare a memorandum record that indicates an attempt to follow the steps outlined above and present such memorandum to the next higher level within the time frame specified for each step.

ARTICLE IX. TEACHER EVALUATION RECORDS

Section 1. Examination of File

A teacher shall have the right to examine the contents of his/her personnel file by giving notice to the U.S.D. 323 Clerk twenty-four (24) hours in advance.

A representative of the Association, at the teacher's request, may accompany the teacher for examination. Examination of the records must be done in the presence of the U.S.D. 323 Clerk or his/her designee.

Section 2. Review Derogatory Material

No material derogatory to the teacher's conduct, service, character or **personality shall be placed in the teacher's file unless the teacher has had an opportunity to review the material.** The teacher shall have the right to answer any

materials filed, and his/her answer shall be affixed to the material and placed **with it in the teacher's file; provided that said answer is dated within 30 days** after the filing of the material considered derogatory.

Section 3. Dismissals

- a. Evidence in a hearing on teacher termination or contract non-renewal shall not be limited to teacher evaluation reports.
- b. In the event that it is determined through the evaluation procedure **that a teacher's professional performance is less than satisfactory**, that teacher shall be so informed. Should the specified deficiencies be so serious as to have a possible effect on the teacher's continued employment, the teacher shall be so informed and may be given a probationary period to effect remedial action.
- c. The building principal and/or Superintendent shall work with the teacher during the probationary period, through periodic visits and conferences to assist the teacher with remedial activities. Appropriate remedial activities may include, but shall not be limited to, professional improvement days to observe another teacher, and observation and assistance of the teacher in his/her classroom.
- d. **Should the teacher's final evaluation of the deficient areas reveal** that sufficient improvement has been made, the teacher shall be removed from probation.
- e. Should the evaluation reveal that insufficient progress has been made on the part of the probationary teacher, the Board may **terminate the teacher's contract pursuant to K.S.A. 72-5411**.

Section 4. Supervision of Teachers/Teacher Evaluation Instrument

The criteria and procedure to be used for evaluating teachers is contained in the Supervision of Teachers document and the Teacher Evaluation Instrument. Both are included in the U.S.D. 323 Employee Handbook of Policies and Procedures.

Section 5. Bonus Pay

The U.S.D. 323 Board of Education may compensate teachers for outstanding service to the District with monetary bonuses at the end of each school year, as outlined in the bonus pay criteria located in the Employee Handbook of Policies and Procedures. Through June 2006 the Board will not give unilateral bonuses.

ARTICLE X. POSITION CHANGES

Section 1. Position Transfers

The Board will give consideration to fill any vacancy of a teaching position to a returning teacher that expresses an interest in that position.

The Board is not obligated in any way if said teacher is found to be better suited to his/her present position. This will include changes within the same attendance center and/or changes between attendance centers within the District.

Section 2. Teachers Affected by Reduction in Staff

In the event that a position is reduced or eliminated due to enrollment decline, lack of funds, curriculum changes, or any other reason, teachers so affected shall be permitted to apply for other vacancies for which they are certified.

Notice of all certified openings shall be posted within ten (10) calendar days following acceptance of resignation. The vacancy notice shall be posted at each attendance center in U.S.D. 323 on a bulletin board designated by the building principal.

Section 3. Vacancy Notifications

During the months of June, July and August, teaching vacancies will be posted at the District Office and will be sent to any teacher who so requests and gives to the Superintendent a stamped self-addressed envelope to be so notified.

ARTICLE XI. VACATIONS AND HOLIDAYS

The Board shall schedule at least the minimum days listed for the following holidays and vacations as it develops the school calendar:

| | |
|----------------------|-----------------|
| Labor Day | 1 school day |
| Thanksgiving Holiday | 2 school days |
| Winter Break | 8 calendar days |
| Spring Break | 3 school days |
| Memorial Day | 1 school day |

ARTICLE XII. REDUCTION IN TEACHING STAFF

Section 1. Declaration

In the event of a decline in enrollment, reorganization, or budget reduction in U.S.D. 323 during any school year, the Board, on or before May 1, may declare that the staff reductions will be made effective at the start of the fall semester of the next succeeding academic year.

Section 2. Notification to Teachers

The Superintendent or designee shall notify the teachers of the District, on or before May 1, that staff reductions may be necessary. The Superintendent shall make available all pertinent information supporting the anticipated need to reduce staff.

Section 3. Considerations in Reduction Process

Normal attrition shall be considered prior to any staff reduction. When the Board deems it necessary to reduce the teaching staff, the following

Rock Creek USD 323

Items will be considered in the reduction process in the order listed:

1. Certification status; and
2. **Assignment of the certificated teacher, the teacher's educational preparation, and training;** and
3. Performance as reflected by the administrative evaluations of the teacher.

Section 4. Written Notice to Affected Teachers

The Board shall give written notice to any teachers affected by the required staff reduction on or before May 1 of that academic year. The reasons for the reduction of teaching staff shall be stated in the notice. The notice shall also inform the teacher of his/her right to appeal the decision of the Board through the due process procedure for contract termination, pursuant to K.S.A. 1975 Supp. 72-5436 et. Seq.

Section 5. Benefits Upon Rehiring

Separation from employment will not affect any accumulated benefits if the teacher is rehired within 18 months of the date of termination.

Section 6. Inadequate Budget Funding

K.S.A. 72-5412 states **"Notwithstanding the foregoing provisions of this section, any contract of employment made (by the Board of Education of U.S.D. 323) prior to the public hearing on the budget of this school district shall be voidable in case adequate funds are not available in such budget for the compensation provided for in such contracts."**

The Negotiated Agreement for the 2005-06 school year as presented is agreed upon and effective until June 30, 2006, unless amended by mutual agreement of both parties.

Rock Creek Educators'
Negotiating Team, U.S.D. 323

Board of Education Negotiation
Team, U.S.D. 323

Chief Negotiator

Chief Negotiator

President, Educators' Assn.

President, Board of Education

June 28, 2005

June 27, 2005

Teachers' Acceptance Date

Boards' Acceptance