

**NEGOTIATED AGREEMENT
BETWEEN THE
CLIFTON-CLYDE TEACHERS ASSOCIATION
AND THE
BOARD OF EDUCATION USD #224
2023-2024**

RATIFICATION:

CLIFTON-CLYDE TEACHERS ASSOC.

BOARD OF EDUCATION, USD #224

PRESIDENT

PRESIDENT

DATE _____

DATE _____

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Article I. Reference Clause

This agreement shall remain in full force and effect from July 1, 2023 through June 30, 2024.

Articles of this agreement not placed on the table by the date required by Kansas Statutes remain in effect for the following fiscal year. This agreement may be altered, changed, added to, deleted from or modified during the period of this agreement as provided by Kansas Statutes.

Article II. Savings Clause

If any provision of this agreement or any application of this agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article III. Maintenance of Standards

Prior to the official adoption of any policy relating to terms and/or conditions of employment of the teaching staff, the Board shall meet with a committee of five (5) teachers appointed by the association. There shall be at least one (1) representative from each attendance center in the district on the teacher committee. The purpose of the meeting shall be to allow teacher input into any policy relating to terms and conditions prior to action being taken by the Board.

Article IV. Reproduction of Agreement

Once signed, certified staff will receive an electronic copy of the negotiated agreement. The agreement will also be placed on the USD 224 website.

Article V. Grievance Procedure

A. Definitions:

1. Grievance: A complaint by a teacher or group of teachers based on an alleged violation of the terms and conditions of an employee's contract or this agreement.
2. Grievant: The person, or persons, making the complaint.

3. Party in Interest: The person, or persons, making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. Words denoting gender shall include both masculine and feminine and words denoting number shall include both singular and plural.

B. Purpose

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

C. Procedure

1. Level One
The aggrieved person shall first discuss the problem with his principal. During this discussion the aggrieved person shall seek to resolve the matter informally.
2. Level Two
 - (a) If the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within five (5) school days after discussion of the grievance he may file the grievance in writing with the principal. Such a filing shall occur within ten (10) school days after discussion of the grievance with the principal.
 - b) Within five (5) school days after receipt of the written grievance by the principal, the principal will meet with the aggrieved person in an effort to resolve it. The principal shall submit his decision in writing to the aggrieved person within (5) school days after the meeting.
3. Level Three
 - (a) If the aggrieved person is not satisfied with the disposition of his grievance at level two, or if no decision has been rendered within five (5) school days after presentation of the grievance, he shall have ten (10) additional school days within which he may file a written appeal with the superintendent.

b) Within five (5) school days after receipt of the written appeal the superintendent will meet the aggrieved person in an effort to resolve the grievance. The superintendent shall submit his decision in writing to the aggrieved person within five (5) school days of the meeting.

4. Level Four

(a) If the aggrieved person is not satisfied with the disposition of his grievance at level three, or if no decision has been rendered within five (5) school days after he first meets with the superintendent, he shall have ten (10) additional school days within which he may file a written appeal with the Board.

(b) Within twenty-five (25) school days after receipt of the written appeal by the Board, the Board will meet with the aggrieved person in an effort to resolve the grievance. The Board shall submit its decision in writing to the aggrieved person within (5) school days of the meeting.

D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the Teacher's Association, the Board or by any member or representative of the administration against any aggrieved person or any other participant in the grievance procedure by reason of such participation.
2. At each step of the procedure for adjusting grievances, the grievant shall be entitled to call witnesses who might contribute to the mutually acceptable adjustment of the grievance and/or to be represented by legal counsel.

E. Miscellaneous

1. Time Limits
A grievance shall be filed within thirty (30) calendar days of the time the grievance is known to the teacher. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-end Grievance
In the event a grievance is filed at such time that it cannot be processed through all the steps in this agreement by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.
3. Decisions rendered at Level Two, Three and Four of the Grievance Procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest.
4. All discussions and hearings beyond Level I shall be conducted at times other than when school is in session.
5. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

Article VI. Teacher's Compensation

A. Salary Schedule 2023-2024

Years	BS	BS + 10	BS + 20	BS + 30	BS + 40	MS	MS + 15	MS + 30	MS + 40
0	42305	43132	43897	44574	45212	46488	47253	48081	48973
1	42795	43624	44387	45065	45702	46978	47744	48571	49464
2	43287	44114	44878	45555	46192	47469	48234	49062	49954
3	43777	44604	45368	46045	46683	47960	48725	49551	50445
4	44267	45094	45859	46535	47173	48450	49214	50043	50936
5	44758	45585	46350	47027	47664	48940	49706	50534	51426
6	45248	46076	46840	47517	48155	49432	50197	51023	51916
7	45739	46566	47331	48007	48645	49921	50686	51514	52407
8	46229	47057	47821	48498	49136	50412	51178	52005	52898
9		47548	48311	48989	49626	50903	51667	52495	53388
10		48038	48802	49479	50117	51393	52158	52986	53878
11		48528	49293	49969	50607	51884	52649	53476	54369
12		49019	49783	50460	51097	52374	53139	53967	54860
13		49509	50273	50951	51589	52865	53630	54458	55350
14			50765	51441	52079	53355	54121	54947	55840
15			51255	51932	52569	53845	54611	55439	56332
16			51745	52422	53059	54337	55102	55929	56822
17			52235	52913	53551	54827	55591	56419	57312
18				53403	54041	55317	56082	56911	57803
19				53894	54531	55808	56574	57400	58293
20				54384	55022	56299	57063	57891	58784
21				54874	55513	56789	57554	58381	59274
22				55366	56003	57279	58046	58872	59765
23					56493	57770	58535	59363	60256
24					56984	58261	59026	59853	60745
25					57475	58751	59515	60344	61237
26					57965			60835	61727
27					58441			61324	62217
28					58917				62693
29					59393				63169
30					59869				63645
31					60345				64121
32									64597

B. Salary Schedule Column Placement

Each teacher shall be placed on the salary schedule column to which he is entitled according to the highest degree earned, additional approved college credit hours earned subsequent to the highest attained degree, and salary advancement credit points earned through an approved Kansas State In-service Plan IDP. Newly employed teachers shall have salary advancement credit points applied according to the guidelines stated in Article 6, Section D when determining column placement for the first year of employment.

The following hours are approved for column placement:

1. Any graduate hours from an accredited institution of higher learning.
2. Any college credit hours accepted by the parent institution or KSDE for the purpose of certification renewal without the approval of the superintendent.
3. Any college credit hours earned as the result of participation in an in-service program that is sponsored and/or endorsed by the district's Professional Development Council.
4. Any credit hours (graduate or undergraduate) taken by an employee at the request of the Board which meet any of the requirements previously listed.

C. Placement on Step

At the time of employment, each teacher shall be placed on the highest step for which he qualifies. The teacher shall qualify for one step for each year of teaching experience. The teacher shall move to the next highest step for each subsequent year of teaching experience. A part-time, full year contract salary shall be prorated by the FTE. A contract for less than a full year shall result in a one-half step advance. New teachers to the district will have the option of choosing to have their first year's contract paid over 13 equal installments beginning with the first August of the contract.

D. Movement to New Column

1. Teachers who advance from one column to another shall move to the highest step for which they are eligible on the next column. College credit hours other than those noted in Sec. B of this article must be approved in advance by the superintendent if they are to count toward column movement.

2. Bachelor Degree teachers with Kansas State In-service Plan approved IDP's may earn a maximum of one-half of the credit hours needed to move from one column to another by receiving credit for earned salary advancement points (limited to 80 pts per year). Teachers with Master's Degrees may earn all (100%) of the needed credit hours for movement from one column to another by receiving credit for earned salary advancement points (limited to 160 pts. per year).

Twenty (20) IDP's equal one (1) credit.

For a teacher to advance from one column to another, he shall file suitable evidence of additional approved earned college credits and/or earned salary advancement points with the superintendent no later than September 1 of each school year. Salary advancement points are awarded for time spent on in-services and for implementation documented on a district approved Results Based Staff Development form.

E. Deviation from the Salary Schedule

The board retains the right to contract with a teacher at an amount which exceeds the normal education and experience placement as shown on the salary schedule. Deviations from the salary schedule may occur when in the Board's judgment a shortage of suitable, certified teachers exists which inhibits the Board from offering a course or courses or filling teaching vacancies.

F. Extended Contract Rate

The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this agreement. Any teacher whose assignment exceeds the regular teacher work year will be additionally compensated as follows:

$$\begin{array}{rcl} \text{Teacher salary} & & \text{Number of} \\ \text{from placement} & \text{--- } 183 \times & \text{extended} \\ \text{on schedule} & & \text{contract days} \end{array} = \text{Extended Pay}$$

G. Supplemental Contracts

Supplemental contracts are issued to teachers who voluntarily accept the responsibilities listed in Section H which are not part

of the primary teaching contract and for which compensation shall be in accordance with the negotiated Supplemental Pay Schedule.

H. Supplemental Pay Schedule

The percentages listed below are percentages based on the teacher's position on the negotiated salary schedule. In the event, that there is more than one teacher assigned to Pep Club sponsorship or Jr. Class sponsor, the percentage shall be applied to the highest paid teacher's salary and the resultant dollar amount shall be divided equally among the teachers who volunteered to perform the pep club sponsorship or Jr. Class sponsor. Beginning with the 2018-19 school year, the supplemental pay longevity table will be implemented and the longevity must be within the same sport, activity, or supplemental position.

SUPPLEMENTAL CONTRACT	SECONDARY	MIDDLE SCH	GRADE SCH
Activities Director	7.00	4.00	
Head Football	9.50	6.50	
Assistant Football	6.50	4.50	
Head Basketball	9.50	6.50	
Assistant Basketball	6.50	4.50	
Head Boys & Girls Track	9.50		
Head Track		6.50	
Assistant Track	6.00	4.00	
Volleyball	9.50	6.50	
Assistant Volleyball	6.50	4.50	
Cross Country	6.00	4.00	
Pep Club/Cheerleading	6.00	4.00	
Instrumental Music	6.00		
Head Teacher	5.50	4.00	4.00
Summer Conditioning Program	5.50		
Scholars Bowl	4.75		
Forensics	4.75		
Curriculum Director	12.00		
FBLA	6.50		
FFA	6.50		
Student Council	3.50	2.00	
FCCLA	6.50		
PDC Chair	4.00		
NHS	3.00		
Jr. Class Sponsor	6.00		
Yearbook	2.00		

Supplemental Pay Longevity	
1-4 years	Current %
5-9 years	% plus \$300
10-14 years	% plus \$600
15+ years	% plus \$1000

I.Extra

Duty Responsibilities

1. Extra duty responsibilities are defined as not being part of the primary contract as specified by statute or case law and which are not covered by supplemental or extended contracts. To receive extra duty pay, a pre approval form must be submitted in advance of the duty and signed by administration.
There are four categories of extra duties: Student Sponsorship Responsibilities, Student Activity Responsibilities, Professional Responsibilities, and In-service Education.

2. Student Sponsorship Responsibilities include but are not limited to such duty as participation or assistance in: School dances and other social events, participation or assistance in acting as an official at athletic contests or academic contests, assistance at music programs, assistance on activity buses and field trips.

Compensation for Student Sponsorship Responsibilities shall be as follows:

- a. The hourly wage shall be \$15.00 per hour calculated to the nearest quarter hour.
This hourly wage will be adjusted so that it does not fall below federal minimum wage.
- b. The compensation per day shall not exceed \$110.00.

3. Student Activity Responsibilities include but are not limited to such duty as supervision/sponsorship of class and club activities , directing dramatic productions, junior high/grade school music concerts and jazz band,(if a jazz band is not on same program with the high school band); and parent teachers conferences (for which no comp. time is provided).

Compensation for Student Activity Responsibilities shall be as follows:

- a. The minimum payment shall be \$30.00 per event

(if required by the administration.)

- b. The hourly wage shall be \$15.00 per hour calculated to the nearest quarter hour.
- c. The compensation per day shall not exceed \$110.00.

- 4. Professional Responsibilities include and are limited to Subject Area Curriculum Development; preapproved and scheduled time providing corrective instruction to at-risk students; substituting for another teacher during planning time.

Compensation for Professional Responsibilities shall be as follows:

- a. The hourly wages shall be \$20.00 per hour calculated to the nearest quarter hour.
- b. The compensation per day shall not exceed \$110.00
- c. DLT and PDC members will receive in June a \$300 stipend each year beginning with the 2019-2020 agreement.
- d. Teacher Mentors participating in the USD #224 Mentor Program will receive in June a \$1,000 stipend for the first year and \$669 for the second year of mentoring beginning with the 2019-2020 agreement.

- 5. In-service Education: is defined as professional development for certified employees. All approved (by building and district administrators) professional development conferences will be reimbursed the following way:

- a. Paid registration
- b. Meal expenses paid and lodging when appropriate
- c. Travel provided by school vehicle when available. (If personal transportation is necessary due to unavailable school transportation, personnel will be reimbursed at the current district approved rate per mile round trip, via the shortest route.
(In-service does not qualify for extra duty reimbursement.)
- d. In district mileage for traveling teachers (when a school vehicle is not supplied), will be paid at current district approved rate. Traveling teacher shall be defined as: one who during the school day must travel from their

home building to another location in the district for teaching duties.

- e. Should any questions arise regarding compensation that cannot be resolved by discussion at the administrative level, the Board of Education shall make the final determination through the teacher's right of appeal according to Article V, Section C, Level Four this agreement.
- f. Performance of extra duties shall be documented by properly completed time sheets, reviewed and approved by the appropriate principal, and submitted to the district office by the 12th of each month.

J. Fringe Benefit

- 1. The Board shall provide a fringe benefit of \$8,480.04 (\$706.67 per month) per full time teacher which shall be used to apply toward the purchase of a single membership in the district's group health insurance program.

Teachers currently receiving the \$2,850 and who are on their spouse's group insurance plan shall be grandfathered in at that rate.

- 2. If a single membership in the district's health insurance plan costs less than \$8,480.04, the teacher shall allocate the remaining balance of the fringe benefit to one or more of the following:
 - a. group term life and accidental death and dismemberment insurance, (2) salary protection insurance, (3) cancer insurance, (4) cash.
- 3. If the cost of a single membership exceeds the fringe benefit payment, or if the teacher desires to purchase a family membership, the teacher shall provide the district with authorization that the additional premium costs shall be paid through salary reduction.
- 4. Group Health Insurance Committee - A committee comprised of four teachers selected by the Clifton Clyde Teachers Association, two non-certified staff selected by the Board, two Board members and the superintendent shall be established to annually

review and make the selection of the district's group health insurance carrier, benefits to be provided, and levels of deductibility and coinsurance. The Board reserves the right to make the final determination in the selection of the carrier, benefits, deductibility and coinsurance if the committee's decisions would require additional expenditures from district funds beyond the \$8,480.04 fringe benefit payment.

K. Flexible Fringe Benefit Plan Salary Reductions (IRS Code, Section 125)

1. A Flexible Fringe Benefit Salary Reduction Program shall be established to comply with Section 125 of the Internal Revenue Code. A teacher may choose a Sec. 125 Salary Reduction to purchase tax free benefits. The amount by which a teacher's monthly salary may be reduced to purchase eligible tax free benefits may not exceed the cost of the benefits purchased or the teacher's monthly salary, whichever is less.
2. Salary reductions may be used to purchase the following benefits selected by each teacher.
 - a. Group term life and accidental death and dismemberment insurance.
 - b. District group health insurance
 - c. Salary protection insurance.
 - d. Cancer insurance.
 - e. Medical Reimbursement
 - f. Dependent Child Care
3. Teachers shall notify the district office on a form provided by the district office prior to September 1 of each school year of their salary reduction selections.

L. Payroll Deduction for Professional Dues

1. Teachers may voluntarily choose to have dues to CCTA, KNEA, and NEA withheld from their paychecks over a 12 month period. If a teacher desires to make payments for these dues other than by 12 equal payroll deductions, such payments shall be made directly by the teacher to the appropriate organizations. Teachers shall have until September 1 of each school year to notify the district office of their choice.

M. Direct Deposit

1. Paychecks shall be direct deposited in a bank of the

teacher's choice or, the teacher may choose to continue receiving their check personally.

2. Once a check disposition option has been selected, a change of option may be made by notifying the Board Clerk in writing by the 20th of the month preceding the month the change is to become effective.

Article VII. Workday

- A. The teacher's workday shall be 7:45 a.m. to 3:45 p.m.
- B. Preparation Time. Teachers shall have daily preparation time during which they shall not be assigned to any other duties as follows:
 1. Elementary School - 40 minutes per day or 200 minutes per week with no single period of less than 20 minutes
 2. Middle School - same as elementary
 3. Senior High School - 40 minutes per day or 200 minutes per week
With the permission of the building principal, a teacher may leave the building during their preparation time.
- C. All teachers will have a scheduled lunch period during regular cafeteria hours.
- D. Class Size. In the event that class size exceeds manageable numbers, additional adult assistance may be provided. If at any time a teacher perceives assistance may be needed, they should submit a written letter to their building principal. Within ten days of instructional time, a meeting will occur between the building principal and the requesting teacher. At that time, if a workable solution is not found, a meeting will be called of a committee, including but not limited to administration, current classroom teacher, previous year classroom teacher, Special Education teacher, Board of Education representative, and Counselor, to determine if additional assistance will be provided pending Board approval. If it is determined that additional adult assistance is needed to assist with the class size, and the district is not successful in hiring the additional adult, then the teacher shall receive a one-time payment of \$400 at the conclusion of the year for the additional workload due to the class size.

Article VIII. Leaves

A. Sick Leave

1. The number of Sick Leave days available to the employee will be determined by the employee's longevity in the district. The number of sick leave days will be determined as follows:

1 – 5 years teaching in the district --- **10 sick leave days and 3 discretionary days**

6 – 10 years teaching in the district --- **8 sick leave days and 5 discretionary days**

11 – 15 years teaching in the district --- **6 sick leave days and 7 discretionary days**

16 + years teaching in the district --- **4 sick leave days and 9 discretionary days**

The teacher may use all or any portion of his sick leave for personal illness or disability or for illness, appointment (including wellness), injury or death within his or her immediate family. Immediate family shall mean husband, wife, mother, father, brother, sister, son, daughter, grandparent, grandchild, father/mother in law, brother/sister in law and other dependent persons.

The teacher may extend sick leave to be used as funeral leave in the case of a close personal or family friend.

A teacher absent five or more consecutive days under sick leave may be required to submit a doctor's statement verifying illness or disability. If a question arises over the length of time a teacher is absent from normal teaching duties, an opinion can be sought from a second physician. If a second opinion is requested by the Board, the cost, including travel, shall be borne by the Board.

A certified employee who has no accumulated sick leave may use 10 days of sick leave with a deduction equal to the amount paid for the substitute teacher only after using sick leave bank if applicable.

2. **Maternity**
Disabilities caused or contributed to by pregnancy shall be covered by sick leave.

3. **Notification of Accumulation**
Each teacher shall be given a written accounting of his accumulated leave days in September of each school year.

4. Teachers may be compensated for unused sick leave after five (5) years in the district and after accumulating 65 days. At the end of each school year, teachers shall be compensated for unused leave in excess of 65 days at the rate of \$50.00 per day.
Teachers retiring from the district after 20 or more years of experience (10 of which are in the district) shall be compensated for their accumulated sick leave (maximum of 80 days) at the rate of \$50.00 per day.

5. At the beginning of each school year, teachers may voluntarily contribute one (1) sick leave day to the Association sick leave bank. The sick leave bank is to be administered by the Association pursuant to guidelines it will establish. Such guidelines shall be made available to the Board.

In the event a teacher has exhausted his sick leave, including accumulated; he may request that sick leave be granted from the Association sick leave bank. Upon approval by the Association, the Board shall credit such teacher with leave from the bank. Days remaining in the bank at the end of each school year shall accumulate from year to year up to a maximum of 80 days. For the 2019-2020 school year only, the maximum days in the bank will be 80 plus the number of new certified staff.

B. Professional Improvement

1. Teachers may request professional leave by submitting requests in writing to their principal stating reasons for the request. Reasons shall include brief statements on the benefits to be derived from such leave. The principal and superintendent shall review and either approve or reject the request.
2. If approved requests for professional leave exceed the number of available substitutes, leaves shall be granted in the order in which the approved applications are received by the principal.

C. Jury Duty

When a teacher is called for jury duty, the district shall pay that teacher regular pay and the district shall pay the substitute.

D. Discretionary Leave

The number of discretionary leave days available to the employee will be determined by the employee's longevity in the district. Unused discretionary leave days remaining at the end of each school year shall be transferred to sick leave as part of the maximum allowable accumulation of 65 days. The number of discretionary leave days will be determined as follows:

- 1 – 5 years teaching in the district --- **10 sick leave days and 3 discretionary days**
- 6 – 10 years teaching in the district --- **8 sick leave days and 5 discretionary days**
- 11 – 15 years teaching in the district --- **6 sick leave days and 7 discretionary days**
- 16 + years teaching in the district --- **4 sick leave days and 9 discretionary days**

Discretionary leave must be approved by the principal 48 hours in advance unless the discretionary leave is needed for sickness. Discretionary leave shall be allowed adjacent to a vacation, whether the day is for student contact or in-service, or curriculum planning day. Discretionary leave may be used adjacent to a scheduled vacation when the following stipulations are met:

1. Each teacher is allowed to take a discretionary day adjacent to only one vacation per school year.
2. Usage is limited to 3 teachers on any given day.
3. Use of discretionary leave adjacent to vacations shall be on a first come first serve basis.

E. Association Leave

At the beginning of each school year, the Association shall be provided with three (3) days of paid leave to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Superintendent no less than 48 hours in advance of taking such leave.

F. Emergency Leave

Extension of or other leaves of absence may be granted by the Superintendent subject to Board approval.

- G. The current year sick leave and all but 2 discretionary days must be used before using the accumulated leave. Unused leave of any kind will be transferred to the accumulated leave.

Article IX. Duty Days

The number of duty days shall be 183.

All teachers will receive a copy of a rough draft of the proposed calendar for the next school year with the purpose of making suggestions and comments to the administration. This will be done at least 1 month before the board of education final approval.

Article X. Evaluation of Teaching Staff

Each teacher in the first two consecutive years of his employment shall be evaluated at least two times per year and the evaluations shall be completed no later than the 60th school day of each semester. During the third and fourth years of employment, each teacher shall be evaluated at least one time each year by February 15. After the fourth year of employment, each teacher shall be evaluated at least

once every three years, with the evaluation completed by February 15 of the school year in which the teacher is evaluated. (Additional evaluations may be requested by the teacher or may be scheduled as needed in order to provide intensive and maximum assistance in the improvement of teaching performance.)

Article XI. Reduction in Force (R.I.F.)

In the event the board decides that the size of the teaching staff must be reduced, guidelines established will be followed. If possible, reduction will be accomplished by attrition through resignations and retirements.

The following criteria will be utilized by the district's administrative staff to reduce the teaching staff:

To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the district to meet the educational goals as determined by the board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals. The educational goals and needs of the district, individual certifications, qualifications, training, skills, interests, and evaluations shall be considered. (All teachers will be evaluated in relation to educational goals of the district. Individual qualifications and specific skill areas or disciplines shall be ascertained and applied to the teacher needs of the district. Evaluation forms will be used to measure each staff member's teaching ability.) Any certified employee who has not been re-employed as a result of reduction of the teaching staff may be considered for re-employment if a vacancy exists for which the teacher would qualify. The board shall be required to consider reinstatement of any teacher for up to a period of one year from the date of non-renewal. The board shall return that teacher to the step and level at the time of reduction. Certified employees who may be eligible for reemployment are required to notify the district of their current address. The superintendent will recommend to the board reinstatement of any teacher deemed the most qualified and able to serve the best interests of the district.

Article XII. In-service Education

- A. There will be minimum of two (2) days in-service training each school year. One (1) day of in-service training will be one (1) of the work days prior to the beginning of school. A second (2nd) day of in-service training will be held during the school year. These dates will be recommended by

the District Leadership Team; final approval will rest with the Board.

- B. Recognizing the importance of an in-service education program which meets the needs of the teachers, the District Leadership Team shall ascertain the in-service needs of teachers and also the kinds and costs of in-service programs which may be used to meet those needs. The DLT shall then make recommendations to the Board via the administration regarding the planning and implementing of in-service education for teachers.

Article XIII. Required Physicals

The cost of all health examinations required by the Board shall be borne by the Board.

Article XIV. Release from Contract-Liquidated Damages

- A. There will be no liquidated damages imposed on teachers submitting a resignation because of illness of the teacher or teacher’s spouse, maternity or family emergencies.
- B. Teachers Requesting Release from Contract Teachers may be released from contract (on request by the teacher) if the Board determines a suitable replacement can be secured. The Board reserves the right to require a teacher being granted a release to pay the following amounts as liquidated damages to the district:

After the 14th day following the 3rd Friday of May

July 1	-	June 30 4% of the current teaching salary
August 1	-	July 31 5% of the current teaching salary
		to end of contract year 6% of the current teaching salary

Article XV. Severance Pay

- A. After a minimum of 20 years of employment in USD 224, and in recognition of service to the district, a severance payment shall be paid to the teacher upon retirement for each year of service to the district up to a maximum of 40 years. There are two options that follow the following schedules:

As of June 30 in the year the final contract expires:

Age 61 or before	.55%	of final base salary (excluding
Age 62	.45%	supplementary and extended
Age 63	.35%	contracts) per year of service

Age 64 .25% to the district up to a maximum of 40 years.

In order to qualify for severance pay at the rate above, teachers shall submit a letter of resignation by the regularly scheduled January board meeting of the year in which they intend to retire.

As of June 30 in the year the final contract expires:

Age 61 or before	.45%	of final base salary (excluding
Age 62	.35%	supplementary and extended
Age 63	.25%	contracts) per year of service
Age 64	.15%	to the district up to a maximum of 40 years.

In order to qualify for severance pay at the rate above, teachers shall submit a letter of resignation between the regularly scheduled January board meeting and May 1 of the year in which they intend to retire.

The teacher shall have the right to unilaterally declare their intention to retire null and void at any time prior to their submission and the Board's approval of a letter of resignation.

Article XVI. Graduate Hour Reimbursement

The district shall reimburse up to one hundred dollars (\$200) per hour of the tuition for up to nine (9) semester hours per school year for each teacher to attend a college of his/her choice, provided that the total annual combined reimbursement for all teachers does not exceed three thousand dollars (\$5,000) and the regulations below are followed.

- A. All hours taken must relate to the original certification, masters, specialist or doctorate degree in education.
- B. All hours taken must be approved in advance by the superintendent or a program approved by the superintendent.
- C. All hours taken must receive a final grade of "A" or "B", unless a "pass/fail" option is approved in advance by the superintendent.
- D. In the event the total combined reimbursement for all teachers exceeds \$5,000, the actual reimbursement will be pro-rated on a per-hour basis so that the total does not exceed \$5,000.

Article XVII. Reopen Negotiations

The Board and the Association agree to reopen negotiations and permit amendments to Article VI Teacher's Compensation in order to allow or further increases in teachers' compensation and/or fringe benefits if and when there is an increase in state funding of Base State Aid Per Pupil above those currently anticipated for the 2004-2005 budget year. The Board shall inform the Association within five (5) days of its notification of the amounts to be received in such subsequent state appropriations. The Board and the Association shall meet within ten days of notification of the Association in order to begin negotiations under the terms of this reopening agreement.

Article XVIII. License Renewal Reimbursement

The Board will reimburse the expenses related to the license renewal fees that are paid to the Kansas State Department of Education (or Licensing Organization). After the license has been renewed, a copy of the license and a requisition (through AptaFund) for the amount being requested to be reimbursed must be turned into the district office.