

July 1, 2011

Rock Creek USD 323

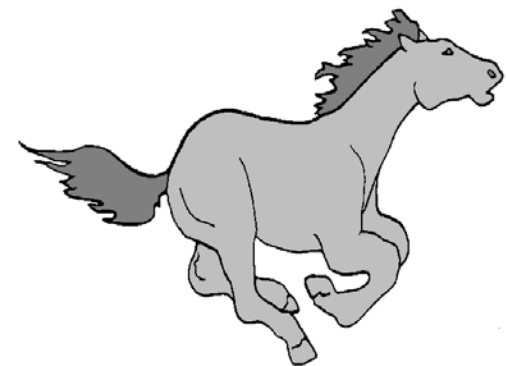
NEGOTIATED  
AGREEMENT

2011-2013

*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	13

Intentionally left blank.

## TEAM GOALS

The purpose of the team goal portion of the alternative compensation plan is to focus all educators on the overall educational goals of the district. USD 323, which includes all teachers of Kindergarten-12 grade, will be considered a single team. Fifty percent of the negotiated amount will be broken down into district wide NCLB test results and the meeting of AYP for each individual test. There are 22 tests administered district wide. (See attached breakdown of tests.)

Building	Grade Level	Tested Subject Area
Westmoreland	3, 4, 5, 6	Reading
Westmoreland	3, 4, 5, 6	Math
St. George	3, 4, 5, 6	Reading
St. George	3, 4, 5, 6	Math
Rock Creek Jr.Sr. High	7, 8, 10	Math
Rock Creek Jr.Sr. High	7, 8, 11	Reading

Teachers in the district responsible for direct instruction of the tested grade levels and subject matter will receive half of their raise based solely upon the achievement of AYP on these 22 assessments. This means that each Kansas Assessment Test administered throughout the district which reaches AYP is equal to 2.27% of the total negotiated raise. The district will retain the portion of the negotiated amount for any unearned Team Goals.

Teachers with indirect instruction on AYP scores will use the following guidelines to achieve their fifty percent of the negotiated money. These teachers will be eligible to receive the same remaining 50% as the teachers directly affecting AYP after implementing 5 lessons as outlined below, provided that all 22 assessments reach AYP. This provides a system for teachers who have indirect instructional contact with students affecting AYP to be held accountable for contribution to district wide math and reading goals.

A. These teachers would have to choose a math and/or reading goal that would support the teachers who are directly affecting AYP and could be implemented inside of their curriculum. Building administrators would oversee the selection of five skills or strategies to target data-driven, areas of concern in terms of meeting AYP. Information from the local math and reading teachers, using data from the Kansas Assessment Test indicating low performing areas, will drive the selection of skills or strategies.

B. This group of teachers would have to teach 5 strategies or skills. If the teacher doesn't know how to do the skill, the local math and/or reading teachers would help them learn so they could present it to their students.

C. One of the five lessons would have to be observed by the building principal and /or district superintendent. Documentation of the other 4 lessons would also have to be kept and turned in by May 31<sup>st</sup> to the building principal.

D. These teachers would then be eligible to receive the same remaining 50% as those teachers affected directly by AYP after implementing their 5 lessons.

Section 3. Emergency Leave	14
Section 4. Leave for Jury Duty	14
Section 5. Leave of Absence	14
Section 6. Unpaid Leave Deductions	15
Section 7. Funeral Leave	15

### ARTICLE VII. TUITION CREDITS

Section 1. Coursework Reimbursement	15
-------------------------------------	----

### ARTICLE VIII. GRIEVANCES

Section 1. Definition	15
Section 2. Filing	16
Section 3. Procedures	16

### ARTICLE IX. TEACHER EVALUATION RECORDS

Section 1. Examination of File	17
Section 2. Review Derogatory Materials	17
Section 3. Dismissals	17
Section 4. Supervision of Teachers/Teacher Evaluation Instrument	18
Section 5. Bonus Pay	18

### ARTICLE X. POSITION CHANGES

Section 1. Position Transfers	18
Section 2. Teachers Affected by Reduction in Staff	18
Section 3. Vacancy Notification	18

### ARTICLE XI. VACATIONS AND HOLIDAYS

18

### ARTICLE XII. REDUCTION IN TEACHING STAFF

Section 1. Declaration	19
Section 2. Notification to Teachers	19
Section 3. Considerations in Reduction Process	19
Section 4. Written Notice to Affected Teachers	19
Section 5. Benefits Upon Rehiring	19
Section 6. Inadequate Budget Funding	19

### ADDENDUM

22

## **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, 2011 through June 30, 2013. This agreement, together with all terms, conditions, and effects thereof, shall expire on June 30, 2013. 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**

The negotiated agreement will be available on the school district website. Teachers may print copies as needed.

#### **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.

### **ALTERNATIVE PAY PROCESS**

ARTICLE 2, SECTION 1: Additional Hours, Inservice Points Declaration: Teachers will be rewarded a dollar amount determined by the Compensation Schedule (see Article 2, Section 6) when an appropriate number of college hours and/or implemented inservice points are earned.

ARTICLE 2, SECTION 2: Does not apply to the alternative salary schedule.

ARTICLE 2, SECTION 6: The Compensation Schedule with Salary and Increments shall be kept as a tool to use in determining the starting salary of teachers new to the district. The BS + 10 Column of the schedule continues to be used as the basis for determining supplemental salaries. The base salary (experience step 00) is usually tied to the percentage of total monies negotiated unless otherwise determined within the negotiations process.

### **ALTERNATIVE COMPENSATION PLAN Rock Creek USD 323**

In an effort to focus educators on the new federal legislation "No Child Left Behind" and to commit all teachers to educating all children, the Rock Creek USD 323 Board of Education and the Rock Creek Educators Association agree to implement an alternative Compensation Plan through the 2012-2013 school year, the traditional salary schedule will not be utilized for compensation increases. Compensation increases will be determined by team goal incentives, individual goal incentives, and compensation for earning additional college hours. The traditional salary schedule will be used for initial placement and to figure supplemental salaries only.

The RCEA and USD 323 Board of Education will negotiate a total dollar amount for increased compensation. After social security, supplementals, and educational increments are subtracted from this total amount, the remaining dollars will be divided equally between team goals and individual goals. Compensation not earned (because goals were not achieved) will be redistributed to individual educators. This redistribution will be prorated based on the educator's achievement of their individual goals.

#### **The Representative Board**

The Representative Board shall consist of the following members: three Rock Creek Junior/Senior High School educators, two St. George Elementary educators, two Westmoreland Elementary educators, one principal, one superintendent, and one board of education member. The board members will be chosen annually by their peers; however, to provide continuity, a Representative Board member may serve more than one year. When the Representative Board convenes for the first time in the school year, a chairperson and secretary will be chosen from the ranks of the educators. Each Representative Board member shall have one equal vote. The chief duty of this board shall be to: a.) meet to voice recommendations from the teachers of the buildings from which they represent. b.) report recommended changes to the negotiations committee with regard to the Alternative Pay Plan c.) hear any grievances between a teacher and the supervisor as to whether the teacher did or did not achieve their individual goal.

# ADDENDUM ALTERNATIVE COMPENSATION PLAN

2011-2013

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 40 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.

Left blank intentionally.

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.

**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, 2013 salary schedule will be eliminated from the negotiated agreement. Compensation increases will be determined by a combination of team goal incentives and compensation for educational increments. Compensation increases will be based on each individual salary. The enclosed salary schedule will be used for initial placement, supplemental salaries, and horizontal movement. The alternative compensation plan is included as an addendum.

The Negotiated Agreement for the 2011-12 school year as presented is agreed upon and effective until June 30, 2012, 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

\_\_\_\_\_  
August 15, 2011  
Teachers' Acceptance Date

\_\_\_\_\_  
September 14, 2011  
Boards' Acceptance

U.S.D. 323 Teacher  
Teachers' Compensation Schedule  
2011 - 2013  
For Initial Placement of Teachers

EXP STEP	EDUCATIONAL COLUMN						
	1 BS	2 BS+10	3 BS+20	4 BS+30	5 MS	6 MS+15	7 MS+30
00	31452	32052	32652	33252	33852	34452	35052
01	31852	32452	33052	33652	34252	34852	35452
02	32252	32852	33452	34052	34652	35252	35852
03	32652	33252	33852	34452	35052	35652	36252
04	33052	33652	34252	34852	35452	36052	36652
05	33452	34052	34652	35252	35852	36452	37052
06	33852	34452	35052	35652	36252	36852	37452
07		34852	35452	36052	36652	37252	37852
08		35252	35852	36452	37052	37652	38252
09		35652	36252	36852	37452	38052	38652
10			36652	37252	37852	38452	39052
11			37052	37652	38252	38852	39452
12			37452	38052	38652	39252	39852
13				38452	39052	39652	40252
14				38852	39452	40052	40652
15				39252	39852	40452	41052
16				39652	40252	40852	41452
17					40652	41252	41852
18					41052	41652	42252
19					41452	42052	42652
20						42452	43052
21						42852	43452
22						43252	43852
23							44252
24							44652
25							45052

**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.

**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 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; and
4. Years of service.

**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."

**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

**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. At the same rate of pay teachers may serve as "administrator in charge," for activities, which will be assigned in the same manner as the other five required activity duties.

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-ration.

**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, Wrestling	4%
Baseball, Asst. HS	7%	Class Sponsor, 9th Grade	1%
Basketball, Hd HS Boys	12%	Class Sponsor, 10th Grade	1%
Basketball, Asst HS Boys	8%	Class Sponsor, 11th Grade	2%
Basketball, Hd JH Boys	8%	Class Sponsor, Senior	1.5%
Basketball, Asst. JH Boys	6%	Cross Country	7%
Basketball, Hd HS Girls	12%	Cross Country, Asst	4%
Basketball, Asst. HS Girls	8%	Debate	10%
Basketball, Hd JH Girls	8%	Debate, Asst.	6%
Basketball, Asst. JH Girls	6%	Exit Projects (4—2% each)	8%
BPA	8%	FCCLA, HS	6%
Cheerleader, HS	9%	FCCLA, JH	3%
Cheerleader, JH	5%	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%	Strength & Conditioning	8%
Music, Vocal 7-12	7%	Student Council, HS	2%
Music, Instrumental 5-12	9%	Student Council, JH	2%
Music, Vocal K-6	4%	Track, Head HS	10%
Music, Instrumental 5-6	2%	Track, Head JH	10%
Music, Asst Instr 7-12	2.86%	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%
Play, HS (per play)	6%	Wrestling, Head HS	12%
Play, JH (per play)	3%	Wrestling, Asst. HS	8%
Renaissance HS	6%	Wrestling, Head JH	8%
Renaissance JH	2%	Wrestling, Asst JH	6%
		Yearbook/Journalism	5%

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.

For any new or revised supplemental contracts, the superintendent and RCEA President will agree upon the salary percentage and the relevant coach or sponsor will keep a log of his or her supplemental hours during the first year of the new or revised supplemental duty. The salary percentage will then be subject to negotiation at the end of the year.

## **ARTICLE V. AMOUNT OF WORK**

### **Section I. Length of Contract**

The contracts for all returning teachers in 2011-13 shall include at least 189.5 duty days as scheduled 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 190.5 days. For 2013-14, teacher duty days will increase by one.

### **2011-2013 Negotiated Agreement**

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 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 conference. 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 filling 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.

**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 four additional planning days. When a K-12 teacher substitutes or covers another class during his/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.

**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 15 years of service to the District, retiring teachers will be compensated with \$20 for each accumulated and unused sick leave day, up to a total of 50 days (\$1,000.00 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 \$150 if, during the current contract year, only two days of sick leave were used, \$250 if only one day of sick leave was used and \$350 if no sick leave was used. Contribution of one (1) day to the Emergency Leave Pool will not count against their compensation for unused sick leave. This shall be paid on a separate check on or before June 30 of the current contract year.
- f. **Emergency Leave Pool Policy**  
Membership. Teachers desiring to be part of the emergency leave pool must send an email to the superintendent's secretary stating that desire by October 1<sup>st</sup>. Annual membership will be automatically renewed unless the school district is otherwise notified by that date. Membership in the emergency leave pool commits members to donating one sick day to the pool when needed. When a withdrawal from the sick leave pool is requested and granted, the number of days granted will be withdrawn from pool members by lottery. Members that are not chosen by the lottery will not have a sick day removed and members that have a sick day removed will not be included in subsequent lotteries until all other pool members have also had a sick day removed. Members will not have more than one day removed per year. Members must maintain at least one day of sick leave to donate to the pool. If a member has no remaining sick days and is randomly selected to donate a day then they will lose one day of pay.

- 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.

- 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 request to substitute 12 hours of sick leave for 8 hours of additional personal leave. These special requests are limited to 16 hours of personal leave per year and are subject to administration 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.

Emergency Leave Pool Committee. The Emergency Leave Pool Committee shall consist of the School Superintendent, Building Principal of the member requesting days, and the president of the Rock Creek Education Association, and one of its members. A majority vote will determine the outcome of a request to withdraw days from the leave pool. Should a committee member be requesting days from the pool, the Superintendent will appoint a temporary replacement to stand in.

Eligibility. The member requesting additional days must have used all of his/her personal and sick leave days.

Limitations. Child care, normal pregnancy (including cesarean), non-life threatening elective surgery, short term illness such as common cold, influenza, etc will not be considered for awarding of emergency leave pool days.

Requests. A written request for emergency leave days shall be forwarded to the Superintendent within ten (10) school days following the depletion of the member's leave accumulation. The Superintendent shall notify the Emergency Leave Pool Committee of the request and set a meeting for determination within ten (10) school days after the request has been received.

Determination. The Emergency Leave Pool Committee will determine the eligibility for use of the pool and the amount of leave to be granted. The Emergency Leave Pool Committee may require any documentation they deem necessary to substantiate the request to receive days from the pool. All decisions by the Emergency Leave Pool Committee are considered final. The following general criteria shall be considered by the Committee in administering the pool and determining the amount of leave; 1) Medical evidence of serious illness or related information; 2) Prior uses of sick leave. In the event that the emergency leave pool falls below 50 days, the committee will determine the process for replenishing the pool.

### 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 forty-eight (48) hours in advance;
- b. Personal leave shall be limited to no less than one hour increments for calculation purposes;