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ARTICLE I: Definitions

A. The School District or School System: Arkansas City Unified School District #470, Cowley County, 4 Kansas.

B. The Board: The Arkansas City Unified School District #470 Board of Education.

C. The Superintendent: The Arkansas City Unified School District #470 Superintendent of Schools.

D. Administrative Employees: Any certified employee who is employed by the Board in an administrative capacity.

E. Immediate Supervisor: The immediate supervisor of a teacher is the building principal, or a person designated by the Superintendent.

F. Teacher: All certified personnel employed by the board on the teachers' salary schedule. This definition includes classroom teachers, counselors, librarians, music teachers as well as other teachers of special subjects, and nurses. Special considerations may apply for Pre-Kindergarten and other grant program teachers.

G. The Association: The Arkansas City Teachers' Association

H. Contract Year: The fiscal year during which a given number of contract days are normally worked, usually falling between July 1 and June 30.

I. Contract Day: Any day on which a teacher is required to be on duty as per the number of contract days and for which a teacher is paid for services rendered.

J. School Year: That period of time when school is in session as set forth in the school calendar as developed and approved by the Board subject to change due to weather or emergency conditions.

K. Teachers Individual Contract: The contract form signed by the Board and teacher which incorporates the terms of assigned services and a designated number of contract days.

L. Supplemental Salary: Compensation for extended time or extra duty beyond the base salary.

M. Daily Rate: Annual salary divided by the number of contracted days.

N. In-service Days: Those contract days for assigned services during which school is not in session.

O. Non-working days: Those days, interspersed during the contract year, on which the teacher is not required to be on duty.

P. Grievance: A complaint by a teacher, group of teachers, or the Association based upon an alleged violation, misinterpretation, or misapplication of the negotiated agreement.

Q. Master Agreement: An instrument which lists all the items that have been negotiated between the Board and the Arkansas City Teachers' Association committees upon which agreement has been reached. All such items have been ratified by the Arkansas City USD #470 Board of Education and the Arkansas City Teacher's Association effective for the time stipulated. The USD #470 Board of Education and the Arkansas City Teacher's Association recognize students as the primary purpose for the working relationship between them, and possess a shared interest in improving student achievement, graduating all students, and successfully preparing every student for life-long learning and successful employment.

R. Collaboration time is defined as that time set aside for use by all licensed personnel (including instructional teams, cohorts, administration, etc.) in the planning and implementation of the district education program and related tasks.

ARTICLE II: Duration Clause

This contract is effective for the 2024-2025 school year, beginning July 1, 2024 and expiring June 30, 2025 with the exception of Article VI.

ARTICLE III: Savings Clause

Any paragraph of this agreement or any action pursuant thereof which is contrary to law shall be null and void, but the remainder of the agreement or contract shall remain in full force and effect. Any previously adopted policies, practices, procedures, customs, rules, regulations or writings of the Board which are in conflict with this agreement shall be superseded by the terms set forth herein.

ARTICLE IV: Copies of Master Agreement

The Board agrees to post a copy of all negotiated terms and conditions of employment, annually, on the district's web site. All teachers new to the district will receive a printed notification detailing where to access the master agreement on the District website.

ARTICLE V: Intra-District Communications

The purpose of intra-district communications is to provide open communications in areas of concern among the Board of Education, district-wide administration, building administration, and teachers in the spirit of improvement of the school climate.

Section A: Board/Teacher Panel

1. The Board of Education of USD #470 and the Arkansas City Teachers Association will each select four individuals to serve on the panel.
2. This panel will meet six times per school year. Meetings will be scheduled in the months of September, October, November, February, March, and April on the third Wednesday of the month, unless in conflict with a district meeting or activity. Meetings will be held outside of the normal student school day.
3. The goal of the panel is the discussion and possible resolution of concerns/problems (real or perceived) that have been addressed but not resolved at the building level, as well as improving communication between the Board and Teachers. Complaints by a teacher, group of teachers or the Association based upon a non-contractual practice in which one or more teachers believe they have allegedly been treated unfairly will be heard by the Board/Teacher Panel by an anonymous written statement. In the event the non-contractual complaint is not satisfactorily resolved at the Board/Teacher Panel, the complaint may be referred by the complainant and the Board/Teacher Panel to the Board of Education.
4. Any member of the panel may submit items for the monthly agenda.
5. Deliberations and recommendations of the panel shall not abridge the rights of an individual teacher. The obligation of the panel is to work with all parties to resolve problems and/or differences.

Section B: Teacher Advisory Committees

Building administrators will establish Teacher Advisory Committees in each building to facilitate communications between teachers and administrators. The building administrator of each school and the Arkansas City Teacher Association building representative(s) of that school will each select up to three or four individuals (in addition to themselves) to serve on the committee. This committee will meet once a month; meetings will be held outside of the normal student school day either before or after school. These meetings should occur prior to the

Board-Teacher Panel meetings so that if any concerns must be forwarded to that level, there is time to do so.

The goal of the committee is the discussion and possible resolution of concerns/problems (real or perceived) at the building level and to improve communication between faculty and administration. Additionally, faculty and administration will plan and consider building professional development needs based on solicited feedback from staff.

In the event that concerns/problems cannot be resolved at the building level, the ACTA building representative will forward these to the Board-Teacher Panel for consideration.

Any member of the committee may submit items for the monthly agenda. Deliberations and recommendations of the committee shall not abridge the rights of an individual. The obligation of the committee is to work to the mutual benefit of all parties.

Section C: Accreditation Committees

Licensed personnel subject to the Master Agreement are encouraged to request consideration for service on committees and teams as specified and/or directed by the state and the approved accreditation model. In order to comply with all categorical specifications related to accreditation, the board will make final selections for all committees.

ARTICLE VI: Salary and Fringe Benefits

Section A: Total Compensation

Total compensation shown is the indexed salary combined with any non-indexed salary. Total salary is the sum of these two amounts.

Section B: Salary Schedule

Years of Exp	STEP	B	B+15	B+35	M	M+15	M+30	ADV
0	1	\$50,220	\$51,261	\$52,300	\$54,240	\$55,563	\$57,354	\$59,339
1	2	\$50,940	\$51,996	\$53,053	\$55,012	\$56,353	\$58,167	\$60,166
2	3	\$51,656	\$52,731	\$53,806	\$55,788	\$57,166	\$58,976	\$60,997
3	4	\$52,373	\$53,466	\$54,564	\$56,560	\$57,938	\$59,789	\$61,829
4	5	\$53,090	\$54,261	\$55,377	\$57,409	\$58,806	\$60,676	\$62,734
5	6	\$53,806	\$55,056	\$56,186	\$58,259	\$59,679	\$61,567	\$63,643
6	7	\$54,206	\$55,846	\$56,999	\$59,109	\$60,547	\$62,489	\$64,548
7	8	\$54,206	\$56,508	\$57,812	\$59,959	\$61,415	\$63,340	\$65,453
8	9	\$54,206	\$57,435	\$58,621	\$60,809	\$62,284	\$64,227	\$66,363
9	10	\$54,206	\$58,226	\$59,434	\$61,659	\$63,152	\$65,113	\$67,268
10	11	\$54,206	\$59,020	\$60,247	\$62,509	\$64,020	\$66,000	\$68,173
11	12	\$54,206	\$59,810	\$61,060	\$63,358	\$64,888	\$66,891	\$69,078
12	13	\$54,206	\$60,605	\$61,868	\$64,208	\$65,756	\$67,778	\$69,987
13-14	14	\$54,206	\$61,005	\$62,682	\$65,058	\$66,625	\$68,664	\$70,897
15-16	15	\$54,206	\$61,005	\$63,495	\$65,908	\$67,493	\$69,551	\$71,806
17+	16	\$54,762	\$61,561	\$65,264	\$67,714	\$69,317	\$71,394	\$73,672

Step 13 includes teachers with 12 and 13 years of experience. Step 14 includes teachers with 14 and 15 years of experience. Step 15 includes teachers with 16 years of experience. Step 16 includes teachers 17+ years of experience.

Section C: Extended Teaching Contract Salary

An extended teaching contract salary shall be figured at eleven percent (11%) of the sum of a teacher's 4 salary schedule amount and unscheduled salary for each additional twenty (20) contract days. Additional 5 days numbering less than 20 will be prorated accordingly.

Section D: Overload Teaching Salary

An overload teaching salary shall be paid to a teacher who does not normally receive the required amount of planning time as outlined in Article VII, Section E, due to additional teaching or supervisory assignments. An overload teaching salary shall be completed using the following formula:

$$\text{Salary for Overload} = \frac{M}{C} \times B$$

Where: M is the number of overload minutes spent over the course of a year.

C is the number of student contact minutes in a year. For the purpose of computation the number of minutes per year is the time for the majority of students in USD 470. The number of student contact days is defined by the calendar. Contact minutes are calculated the same as the state regulation for counting minutes for school being in session on attendance days.

Example: In 2013-2014 the student contact days were 164 and the daily student contact minutes were 405.

$$C = 164 \times 405 = 66420 \text{ minutes}$$

See Appendix: Overload Examples

Section E: Longevity Pay

Any teacher who is currently on the BS+35 column or above and is credited with a total of 15 or more years of teaching experience on or before August 1 of the current contract year, who has spent the last five years in USD 470, and who is employed by the Board on November 1, shall be paid a longevity amount equal to the percent specified below of the teacher's base contract salary for the current year. Any teacher whose employment terminates prior to December 1 of the current contract year shall receive no part of any such payment. All longevity payments shall be made with the November paycheck in accordance with payroll procedures and shall be subject to all applicable deductions. Employee may adjust withholdings under the IRS provisions for longevity pay.

Years Experience	Percent
15-19	2.8%
20-24	3.8%
25	4.8%

Section F: Non-Indexed Salary

Included in the salary received on the salary schedule the board shall give each full-time teacher, and a prorated amount for each part-time teacher, non-indexed salary in the amount of \$1,900 to the amount received from the Salary Index and shall be indicated on the teacher's basic contract.

Section G: Advancement on Salary Schedule

1. Advancement by a teacher on any salary schedule adopted by the Board shall be automatic for teachers not on a plan of assistance. For those on such a plan, the Board may withhold step advancement pending satisfactory completion of a Plan of Assistance.
2. Those teachers who are presently on the Masters column by being granted the privilege of a B+45 as an equivalent of a Masters Degree and those teachers who shall be granted such privilege by 9-1-83, shall be grandfathered on that column for the duration of their employment in the district.
3. To qualify for horizontal movement, the hours taken by the teacher can be undergraduate or graduate 6 hours. All hours must be within an approved program which leads to a new or current endorsement approved by the Kansas State Department of Education, or strengthens the teacher's competence in subjects he/she instructs, and is approved by district administration. Credit hours used must have been obtained within the six years prior to requesting movement. Movement to the Masters column will be 10 contingent upon completing a Masters. Movement to the Advanced Degree column will be contingent upon completion of a Specialist (Ed.S.) or Doctorate Degree.

Credit for Inservice Points may be substituted for hours required for Horizontal Movement in accordance with the following guidelines:

- a. Inservice points to be awarded based upon the district wide inservice plan as approved by KSBE. One semester hour of college or university credit is equal to 20 inservice points. Up to 120 points may be counted each year for advancement on the salary schedule.
- b. To qualify for inservice education points, a teacher must have an approved Individual Development Plan (IDP) on file. All inservice points to

be used for horizontal movement must be completed within the scope of an individual plan and must be obtained within the last six years.

c. Points cannot be used for movement to the Masters and advanced degree columns.

d. Each individual must have experiences (any combination of points and college or university credits) worth the total number of semester hours required for movement to the next column on the salary schedule. For an individual whose highest degree is a Baccalaureate degree, at least half of these credit hours shall be college or university credit.

4. To qualify for horizontal movement, the teacher, using designated forms, must notify the Personnel Office of their intent to move horizontally. Deadline for notification is March 1 of the school year immediately preceding the year in which the teacher plans to qualify. Applications for horizontal movement received after the March 1 deadline, may be approved by the Superintendent when the teacher can show just cause for the delay in notification.

5. To qualify for horizontal movement, the teacher must submit an official college transcript of all approved hours towards horizontal movement to the Personnel Office by September 1 of the school year in which they intend to achieve horizontal movement before the horizontal movement will be granted.

6. Teachers shall be given credit on the salary schedule for all years of prior teaching experience K through 12 outside of the district in a school accredited by a State Department of Education as well as all years of teaching experience within the district in which a vertical step was granted. The matching of credited years of experience with step on the salary schedule shall be in accordance with Article VI, Section B.

The Board may, in an emergency, place a new teacher on the salary schedule at a placement not in accordance with teaching experience and degree status. The emergency placement status will not extend beyond the remainder of the contract year. Emergencies may include, but are not limited to, unexpected vacancies due to death, spouse relocation or mid-year resignation or termination.

For the 2006-2007 school year, three steps were removed from the salary schedule. All teachers who would have been on steps 1-3 were placed on step 3 (which was renumbered as step 1). As a result, teachers assigned to this group, along with those entering the district since and having years of experience corresponding to the teachers in this group, will advance through the salary steps together.

This 3-year grouping will continue to move one step on the salary schedule for each year until it reaches the final step on the salary schedule.

Unless the business office is notified of a discrepancy in placement by September 15 of a given school year, the placement identified in the teacher's contract shall be considered correct.

Section H: Supplemental Contract Salaries

1. Supplemental Salary Schedule

Group a: \$7,644

- Band (HS)
- Basketball Coach (HS) Head
- Football Coach (HS) Head
- Track Coordinator (HS)
- Wrestling Coach (HS) Head
- FFA (HS) Head
- FFA (HS) Asst.
- Wellness Coordinator

Group b: \$6,007

- Baseball Coach (HS) Head
- Cheerleaders/Pep Club (HS) Head
- Cross-Country Coach (HS) Head
- Debate (HS)
- Forensics (HS)
- Golf Coach (HS) Head
- Soccer Coach (HS) Head
- Softball Coach (HS) Head
- Tennis Coach (HS) Head
- Volleyball Coach (HS) Head

Group c: \$5,408

- Basketball (HS) Asst.
- Cheerleaders/Pep Club (HS) Asst. (2)
- Drama/AC Players (HS)
- Football (HS) Asst.
- MS Band (includes Asst. HS Marching Band)
- Vocal (HS)
- Wrestling (HS) Asst.
- Danceline (HS)

Group d: \$4,637

Cheerleader Sponsor (MS)
Track Coach (MS)
Head Gate Person (2)
Concessions (HS)
ESL Coordinator

Group e: \$4,074

Baseball (HS) Asst.
Basketball Coach (MS)
Cross-Country (HS) Asst.
Golf (HS) Asst.
Scholars/College Bowl (HS) Co-Heads
Soccer (HS-Boys) Asst.
Soccer (HS-Girls) Asst.
Softball (HS) Asst.
Tennis (HS) Asst.
Track (HS) Asst.
Volleyball (HS) Asst.
Cross Country Coach (MS)
Football Coach (MS)
Golf Coach (MS)
Tennis Coach (MS)
Volleyball Coach (MS) Head
Wrestling Coach (MS)

Group f: \$3,786

Basketball Coach (MS) Asst.
Football Coach (MS) Asst.
Golf Coach (MS) Asst.
KAYS (MS) Head
Tennis Coach (MS) Asst.
Track Coach (MS) Asst.
Volleyball Coach (MS) Asst.
Wrestling Coach (MS) Asst.
Junior Class Sponsor/Prom Coordinator – HS

Group g: \$3,357

Group h: \$2,928

6th Gr. Coordinator (includes 3 additional contract days)
District Orchestra
Head Teacher - Elementary
Stuco Sponsor - HS.
KAYS (MS) Asst.

Skills USA – Vica Club (2)
Newspaper – HS
Yearbook – HS
FCCLA Sponsor - HS (2)
FBLA Sponsor – HS (2)
Junior Class Sponsor/Prom Coordinator (HS) Asst.

Group i: \$2,286

Bulldog Productions Choreographer (HS)
Danceline (HS) Asst.
High School Play Asst.
KAYS
Operetta Director (HS) Asst.
Flag Corps

Group j: \$1,889

Bullpup Live (MS)
Debate Asst.
Off-season Program (HS)
Stuco (MS)
Vocal Music -2 Festivals/League Contests (MS)
Forensics Coach (HS) Asst.

Group k: \$1,291

National Honor Society (HS)
Scholars Bowl MS
Spelling Bee Coordinator
Graphics Design
Marching Band Assistant

Group l: \$1,139

AFS
Building Department Chairs

Group m: \$995

Math Relays Sponsor
Senior Class (HS)
Usherette (HS)
Usherette (MS)

Group n: \$704

Six (6) or more Saturday Competitions/Events as approved by the
Activities Director

Group o: \$597

Grade Level Coordinators (Early Childhood-ES, K-5)
PDC Committee

Group p: \$503

Four to five (4-5) Saturday Competitions/Events as approved by
the Activities Director
Blood Drive Coordinator

Group q: \$282

August Football Coaches Clinic
Spring Coaches in the following sports:
Baseball
Golf
Softball
Tennis
Track

Note: Changes in hourly salaries become effective
on July 1 each year.

Payment of Group o shall be made only if KSHSAA
rules lengthening the seasons by one 36 week or
more continue in effect.

August Band Camp

Group r: \$20.46/hour

Gatekeepers

Group s: \$33.54/hour

Driver Ed. Instructors
Gen. Fund Summer School Teachers

Group t: \$26.50/hour

Any curriculum or school improvement related assignment such
as curriculum revision, textbook selection, special committees (i.e.
NCA, QPA, School Site, etc.) which necessitates working beyond
4:00 PM on school days, Saturdays, or non-contract days will be
compensated at the above rate.

Teachers selected to supervise lunch duty will be compensated at
the above rate. In addition, teachers can be compensated up to
three times per semester for required attendance and/or
supervision of students by an administrator beyond the normal
contract day. Assignments eligible for compensation under this

Group shall be designated by the Superintendent or his designee prior to performance of the assignment.

District Department Heads will be used on an ad hoc basis with prior administrative definition of work and payment will be made monthly following regular "time-card" procedures completed by the District Department Head.

2. Supplemental Salary Index

The amount of compensation for each group shall be determined by multiplying the following index for each group times the amount of compensation indicated on the base salary schedule, Bachelors column, step 1 and the unscheduled salary amount indicated in Article VI, Section F.

a	0.14722222	\$7,644
b	0.11569444	\$6,007
c	0.10416667	\$5,408
d	0.08930556	\$4,637
e	0.07847222	\$4,074
f	0.07291667	\$3,786
g	0.06466667	\$3,357
h	0.05638887	\$2,928
i	0.04402778	\$2,286
j	0.03638889	\$1,889
k	0.02486111	\$1,291
l	0.02194444	\$1,139
m	0.01916667	\$995
n	0.01356589	\$704
o	0.01149871	\$597
p	0.00968992	\$503
q	0.00542635	\$282
r	0.00039405	\$20.46

s	0.00064599	\$33.54
t	0.00051033	\$26.50

Section I: Additional Compensation

1. English as a Second Language Compensation

All certified teachers holding a valid Kansas teaching license with English as a Second Language or English Speakers of Other Languages will be paid \$200.00 on or before October 1 of each school year. The teacher's license must have the appropriate content (ESOL) and grade level endorsement for the teaching assignment and does not apply to certified staff with regular or ESL endorsement on an emergency, temporary or provisional basis. If an individual teacher receives ESOL endorsement after October 1, the teacher will be paid at the time the endorsement is verified by the Kansas State Department of Education.

2. National Board Certification Compensation

All certified teachers holding a valid Kansas teaching license and having obtained National Board Certification will be paid \$500.00 on or before October 1 of each school year. The teacher must provide verification that National Board Certification has been achieved and a certificate granted. If an individual teacher receives the certification after October 1, the teacher will be paid at the time the certification is received.

Section J: Payment for Planning Period Substitute

Any teacher volunteering or assigned to substitute for another teacher during the volunteering or assigned teacher's preparation period or when a teacher volunteers or is assigned to combine another teacher's class with the volunteering or assigned teacher's class shall be paid at the rate of \$34.50/hour for each period of substitution. In cases of emergency, the building principal retains the right to assign on a temporary basis not to exceed one extra assignment per week unless there is no other reasonable solution.

Section K: Standing Committee on Supplemental Contracts

A committee, to be appointed jointly by the Board and the ACTA on an annual basis, shall be established to study and make recommendations concerning the supplemental salary schedule. The committee shall consist of five members: two each appointed by the ACTA and the Board and the fifth to be chosen by the aforementioned four. This fifth member, appointed by the four, must represent non-athletic interests.

The committee shall review all proposals for changes in the indices and job placements on the supplemental salary schedule and make recommendations to both negotiating teams. Any proposal made to this committee, regardless of origin, must be submitted to the committee by March 1 of each calendar year. The committee shall make recommendations to both negotiating teams no later than April 1 of each calendar year.

As positions on the Supplemental Salary Schedule come open, the committee will meet to review each position's placement and determine if any adjustment is needed.

Section L: Pay Date

Each teacher shall be paid in twelve (12) installments on or before the twenty-third (23rd) of each month. Normally payment shall be by direct deposit into a bank account of the teacher's choice or a teacher may choose to have payment deposited into a debit card account. Each teacher shall complete a "Mode of Payment Selection Form" and submit it to the business office prior to September 1. This choice shall remain in force until a new selection form is submitted by the teacher. Changes must be submitted ten days prior to pay day in order to take effect for that payday.

Exceptions:

1. When a pay date falls on a day when banks are closed, teachers shall be paid on the last previous banking day.
2. Any teacher, upon submitting a written request on or before April 1st on the form furnished by the Board, or who has submitted such request form in previous years, shall receive their pay for June, July, and August at the completion of all their contractual obligations to the district. Such request shall remain in effect until written notice of cancellation is given to the board by the teacher. This "lump sum" will be made as above only if funds are available but no later than June 30.
3. First year teachers employed by the district shall have the option of receiving their September pay in two installments. The first installment shall be paid at the conclusion of the tenth (10th) contract day and shall be a cash advance equal to 35% of 1/12 of their contract. The second installment shall be paid on the regularly scheduled September pay date and shall consist of 1/12 of their contract less the cash advance. Taxes and deductions will be applied to each payment as required by IRS regulations.

Section M: Expenses for School to School Travel

Any teacher who has a regular responsibility in their base contract in more than one building and who is thus required to use their own automobile in connection with the assignment shall be compensated on a semester basis at the rate per mile established by the Board of Education.

Section N: Payroll Deduction

The Board of Education agrees that whenever duly authorized by any certified employee on a form or forms appropriate for such or required by law, the Business Office shall make the necessary deductions for the following:

1. USD 470 Group Health Insurance
2. Teacher Retirement
3. Withholding Tax - Federal
4. Withholding Tax - State
5. Social Security
6. Medicare
7. United Teaching Profession Dues (ACTA, K-NEA, NEA)

After receipt of written authorization from teacher, the Board shall deduct from the salary of the employee and make appropriate remittance for Association dues (ACTA, K-NEA, NEA). Such authorization shall continue in effect for the entire school year. Authorization will automatically continue from year to year unless the district receives written notice from the teacher prior to October 1 that such deduction is to be terminated. A copy of the written notice will be sent to the ACTA President. Pursuant to such authorization, the Board shall deduct one-eleventh (1/11th) or appropriate amount of such dues from the regular monthly salary of the employee beginning with the October check. Amount to be deducted shall be supplied the Board through a schedule established by the Association.

The Board shall transmit to the Association the total monthly deduction for professional dues following each salary period. The Association shall hold the Board harmless from any action taken by the Board in withholding dues and paying the funds to the Association.

8. ACT Credit Union

9. Voluntary TSA, 403 (b) Annuities and 403 (b 7) Custodial Account Mutual Funds

Payroll deductions for Voluntary TSA's or other 403(b) and 403(b7) Custodial Accounts shall be limited to only those vendors approved by the Board of Education and that have an Investment Provider Agreement included in the district's 403(b) Plan Document. Request for changes can be made anytime, and will become effective on the first payroll cycle fourteen (14) days after notification.

10. Salary Protection Supplemental(s)

11. Other payroll deductions as approved mutually by the Board and the ACTA.

Section O: Section 125 Salary Reduction Plan

1. The Board shall establish a fringe benefit program which complies with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each employee to execute a salary reduction agreement, once annually, when additional benefits are selected. Once the annual allocation is made for each selected benefit, the only change which will be allowed is for a fluctuation in health care premium or marital and/or family status changes. Each teacher executing a salary reduction agreement for benefits shall allocate an annual sum to be used for the purchase of:

a. Any benefit which meets the requirements of a Salary Reduction Plan of Section 125 of the Internal Revenue Code and which has been approved for inclusion in this section by the Insurance Committee as established in paragraph 3 below.

b. A current listing of approved benefits will be given to each teacher at the beginning of the school year.

2. The deadline for completing the salary reduction agreement will be August 31 of each year. The Board shall provide each employee a description of the benefit coverage provided within ten (10) days of the beginning of the school year, or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. When requested by the employee, the Board shall provide application forms and, when necessary, information about the program.

3. A committee for the selection of insurance companies and policies will be composed of six (6) teachers appointed by ACTA, three (3) administrators, one (1) Board of Education member, two (2) classified employees selected by the

classified employees and a retired teacher who is enrolled in the district's insurance group to be selected by the committee as a non-voting member.

Section P: Fringe Benefits

1. Salary Protection: The Board agrees to pay for a single premium for each certified teacher on the base plan of income protection as recommended by the insurance committee and approved by the Board and the Association.
2. Health Insurance: The Board will pay \$5,280 per year (\$440/month) toward health insurance for any teacher who is a member of the district health insurance group as selected by the insurance committee. This is a "use it or lose it" benefit.
3. If a High Deductible Health Plan (HDHP) accompanied by a Health Savings Account (HAS) is recommended by the insurance committee and elected by the employee, all fiduciary responsibilities of the HAS account remain with the employee. Should the premium of this plan be less than the amount/month paid by the Board, the remaining amount is to be placed into the HAS established by the employee according to all legal guidelines. This is a "use it or lose it" benefit.

Section Q: Pre-funded Retirement Plan

Employer and Employee Paid Contributions

1. A Retirement Plan will be established for each teacher employed in USD #470. This plan will contain up to two (2) accounts. An Employer Paid Account will be initiated for each teacher. An Employee Paid Account will be initiated for each teacher at his or her request.
2. Beginning in the 2019-2020 contract year, USD #470 will contribute \$600 per contract year into each full time teacher's Employer Paid Account. This amount will increase by \$100 per year through the 2023-2024 contract year, at which time it will remain at \$1,000 per year from that point forward. Contributions will be prorated for teachers who work less than full time in a certified position and/or are employed for less than a full contract year.

In those years when the district is legislatively required to reduce budget, the subsequent year's annual contribution shall be reduced to \$250.
3. Upon beginning their sixth contiguous year as a teacher employed by USD #470, each teacher will become vested in 10% of the amount contained within their Employer Paid Account. Their vested portion will continue to increase by an additional 10% per year until the teacher is 100% vested upon beginning their fifteenth contiguous year with USD #470.

Vesting Schedule

Year(s)	Amount Vested
1-5	0%
6	10%
7	20%
8	30%
9	40%
10	50%
11	60%
12	70%
13	80%
14	90%
15	100%

Teachers who terminate employment with USD #470 after the beginning of their sixth year may leave the vested amount in their Employer Paid Account, thereby retaining their contiguous vesting status upon returning to a teaching position with USD #470 at a future date.

4. Teachers may voluntarily contribute from their salary, an amount of their choosing into their Employee Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. A teacher who chooses to make contributions into their Employee Paid Account will be fully vested in this account immediately.

5. The USD #470 Retirement Plan Oversight Committee, made up of representatives from the BOE (1), administration (3) and ACTA (6) will select and maintain a group of investment options for the employer paid portion of the retirement plan, including Conservative, Moderate and Aggressive investment tracks. Teachers must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be made for a teacher's Employer Paid Account and their Employee Paid Account. Employer paid contributions for teachers who do not make investment elections will be placed in the default investment track.

NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by Federal and State laws and regulations.

6. Teachers may access the vested portion of their Employer Paid Account upon termination of their employment contract with USD #470. Teachers eligible under the phase-out plan should refer to Phase-Out Option section, paragraph 4.

7. Employer and Employee Paid Contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by Federal and State laws and regulations. Qualified Rollover options may allow a terminated teacher to defer taxation until a later date.

8. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re adopted by the Board of Education of USD #470.

Section R: Early Retirement/Phase-Out Option

1. Employees of the school district who may find it necessary or desirable to retire from employment with the district prior to normal retirement age, may elect to take early retirement under the terms and conditions set forth in this section. Early retirement is entirely voluntary and at the discretion of an eligible employee.

2. Eligibility

A teacher may choose the phase-out option if they were employed as a full time teacher in a certified position by USD #470 during the 2007-08 contract year.

A certified employee is eligible for early retirement if such employee is not more than the age to receive full social security benefits the year that early retirement benefits would begin, will simultaneously be drawing retirement benefits from KPERS, and meets one of the two sets of requirements listed below:

a. Has twenty (20) or more years of service with the District and has accumulated eighty-five (85) service points as defined by the Kansas Public Employees' Retirement System. The benefits will not exceed six (6) payments.

b. is 55 years of age inclusive on July 1 of the year that early retirement benefits would begin, has at least ten (10) years of experience with the district, and has accumulated eighty-five (85) service points as defined by the Kansas Public Employees' Retirement System. The benefits will not exceed six (6) payments.

c. is 60 years of age inclusive on July 1 of the year that early retirement benefits would begin, has ten (10) or more years of service with the District and was on contract prior to the 2008-09 school year. (See P. 2).

3. Benefits

An eligible employee with twenty (20) or more years of service to the district will receive an annual stipend of five thousand dollars (\$5,000) through the school year in which he/she reaches the age 65. Stipend will be deposited in a district provided 403(b) tax-sheltered account. This benefit shall not exceed six (6) payments.

An eligible employee aged 55 inclusive with at least fifteen (15) years of service to the district will receive an annual stipend of four thousand dollars (\$4,000) through the school year in which he/she reaches the age 65. Stipend will be deposited in a district provided 403(b) tax-sheltered account. This benefit shall not exceed six (6) payments.

An eligible employee aged 55 inclusive with at least ten (10) years of service to the district will receive an annual stipend of three thousand dollars (\$3,000) through the school year in which he/she reaches the age 65. Stipend will be deposited in a district provided 403(b) tax-sheltered account. This benefit shall not exceed six (6) payments.

4. Application

An employee may apply for early retirement by giving written notice to the Superintendent or his designee. Such written notice shall be submitted on or before April 10, preceding the anticipated retirement date. Any request for early retirement submitted after the April 10 deadline will be considered by the Board of Education if reasons for the delayed request are attached to the application. A \$1,200 stipend will be paid to applicants who file by January 1. The application shall include the following information:

- a. a statement of the applicant's desire to take early retirement,
- b. the anticipated date of retirement,
- c. the applicant's birth date and age on the date of retirement,
- d. the current mailing address and telephone number of the applicant,
- e. the number of years applicant has been employed by the school district,
- f. the total number of years of service credit recognized by KPERS,
- g. applicant's current annual salary, and
- h. whether the applicant desires health insurance coverage through the school district's health insurance program.

The Superintendent or his designee shall provide the applicant with written notification of any action taken on his/her application.

5. Terms and Conditions

The following terms and conditions shall apply to the school district's early retirement plan:

- a. Any eligible application for early retirement shall be granted by the Board of Education.
- b. The annual early retirement benefit shall be payable by the school district into a 403(b) tax sheltered account in October of the year of retirement.
- c. An employee taking early retirement shall have the option to maintain health insurance coverage until the time they qualify for Medicare coverage through the school district's health insurance program. The employee then agrees to make payment of the premiums to the payroll clerk by the monthly payroll date. Payments may be made by personal check and delivered to the district office or set up through the employee's district-funded retirement account by contacting the district's retirement account provider.
- d. An employee who takes early retirement shall have the responsibility to keep the school district informed of his or her current mailing address and telephone number.
- e. An employee who takes early retirement shall not thereafter be eligible for employment by the school district except as a substitute teacher unless the early retirement plan is canceled or terminated for any reason. Should the plan be canceled or terminated, the employee shall then have the option of returning to employment in the district at a position and salary held at the time of retirement.
- f. If any provision of this early retirement plan is determined to be in violation of federal or state laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless readopted by the Board of Education.

ARTICLE VII: Hours and Amounts of Work

When used in this article, the word "temporary" shall mean not longer than three school days. The word "emergency" shall mean a situation unforeseen prior to the previous six hours or for which no other reasonable remedy is available.

Section A: Outside Employment

Teaching is a full time position and employment at jobs other than teaching during the school year is to be discouraged if the outside job affects the teaching efficiency of the teacher, as determined by the administration.

Section B: Student Behavior and Control

Teachers shall be responsible for proper student behavior within the classroom and shall supervise corridors and playgrounds when directed to do so by the building principal or other administrator. Teachers shall be responsible for the supervision of school property and for the supervision of school children under school related circumstances.

Section C: Bus Driving

When the school buses are used for school activities, the coaches or sponsors will not drive them except in emergencies or by their own option. A coach or sponsor who drives any school bus shall be properly qualified.

Section D: Teachers Duty Free Lunch

1. U.S.D. 470 shall provide each teacher with 30 consecutive, uninterrupted minutes of duty free lunch time daily. The principal at each elementary school shall employ a classified employee (or a teacher that wishes to apply) for lunchroom and playground supervision. A teacher so employed shall be paid an amount equal to amount as indicated in Group T on the Supplemental Salary Schedule.

2. In the event the above classified employee(s) acceptable to the principal cannot be secured, or if terminated for any reason during the school year and not replaced by another classified employee(s), then the principal of each elementary school shall select, from the teachers of his building applying for the position, one or more teachers for supervision of the playground during the lunch period. In the event no teacher from his building applies for such position, then the building principal shall assign one or more of the teachers for such duties. Such assignment shall be temporary while the principal continues efforts to employ a classified employee. The temporary assignment shall be terminated as soon as a classified employee is hired.

3. Each teacher (other than the daily appointed teacher; see paragraph 5) so selected or assigned for lunchroom supervision or playground supervision due to the lack of applicants receive an amount equal to amount as indicated in Group T on the Supplemental Salary Schedule.

4. It must be understood that, no matter which of the preceding procedures is used, if a classified employee or teacher telephones to report being ill at too late a time to secure a substitute, the principal may assign a teacher to replace the absent classified employee or teacher on the lunchroom or playground period. Each teacher so assigned would receive compensation as described above in paragraph 3.

5. To insure that a professional certified employee is available to assist the classified employee if needed in an emergency, the principal of each elementary school shall designate one professional employee each day during each lunch period for this assignment. The professional employee shall remain in a designated portion of the building so that they can be readily located in an emergency. During inclement weather, supervision of students will remain

the responsibility of the classified employee, when facilities and scheduling allow. If further supervision is deemed necessary by the building principal, the teacher on emergency duty may be assigned to assist the classified employee and would be compensated as described above in paragraph 3.

6. Nothing in this section shall prevent the principal from assigning any teacher to temporary, emergency supervision duties to insure that these supervisory responsibilities are met.

Section E: Planning Period

1. Each elementary teacher (grades K-5) shall have 60 consecutive minutes daily and shall average at least 80 minutes/day per semester for planning/preparation. Teachers for Blended Pre-K classes teaching a 4-day week will have one day per week designated as planning and preparation time with total minutes of plan time equivalent to or greater than the annual total for grades K-5. Elementary planning time will be generated using counselor presentations, library, art, music, physical education and additional personnel or program time to be determined by the building principals as needed to average 80 (60 for Blended Pre-K classes) minutes per day per semester. If any elementary teacher's schedule does not provide this minimum amount of time then that teacher shall be paid in accordance with the overload teaching salary (see Article VI, Section D). Planning/preparation time is that time during the students' school day when the teacher is not scheduled to supervise students. Elementary teacher means classroom teacher, traveling teacher, librarian, counselor or any other elementary position.

2. At grade levels 6-12 when the instructional portion of each day is divided into class periods, one of these class periods shall be designated as the teachers planning/preparation period.

3. It is recognized that planning/preparation time shall be used for activities relating to student achievement and the school program. Teachers shall not be assigned duties on a regular basis to be performed during their planning/preparation time. The use of the planning/preparation period shall be subject to the general supervision of the administrator and may include one designated weekly 40 minute period of time for collaboration and team planning as determined by the building principal. Teachers leaving during a planning period must sign out through the building office.

Section F: Grading and Preparation Time

A full dedicated workday will be provided each school year and an additional one-half workday will be provided to all teachers beginning in 2007-2008. At the end of quarters one and three, grade reports as required by the building administration shall be due on the third school day following the end of the grading period. At the end of each semester, grades will be due prior to teacher check-out. Teachers will be required to inform the administration of student failures regarding activities eligibility by the end of the first semester. Extensions may be granted as needed by building principals. The end of the first semester shall be one full work day for teachers as determined by the Board and administration. This time shall be teacher work time to grade finals, complete end of semester grades and reports, or to prepare for the upcoming semester.

Section G: Teachers' Workday

1. Beginning in 2018-2019, the number of contract days will be 182. All teachers shall be on duty seven hours and 10 minutes (7.16 hours) each contract day. The number of contract days will be negotiated annually. Teachers shall work in accordance with established building time schedules to include a 15-minute interval between the end of the regular school day and the start time for the after school program. Such schedules shall include the beginning and ending times of the normal contract day (contract days free from inter-school meetings), the beginning and ending times of the pupils' school day, duty free lunch time(s), the times before and after the pupils' school day, and, in some buildings, the number of and times for teaching periods. A building's normal time schedule referred to in this section shall mean the established time schedule for a building at the time of ratification of this agreement or any building schedule established thereafter by the implementation of this agreement.

2. The Board of Education or its agents may not make any permanent schedule changes at any building or at any level (elementary, secondary) unless the teachers affected have had an opportunity to examine a detailed proposed change and to vote to approve or disapprove the proposed change by secret ballot. This ballot shall be prepared jointly by ACTA and a board designee. The results of such balloting shall be counted by a team made up of an equal number of ACTA and Board designees and shall be presented to the Board at a regular Board of Education meeting. Results of the teachers' balloting is only advisory to the Board.

3. On Fridays or on days preceding holidays for vacations, the teachers' duty day shall end 10 minutes after the close of the pupils' school day. This does not include such days when students are dismissed early so that teachers may attend district sponsored inservice activities. On these days, the teachers' duty day shall end 10 minutes after the close of the pupils' normal school day.

The following days shall be considered as holidays and shall not be contract days for teachers:

- a. Labor Day
- b. Thanksgiving Day and the day after
- c. Winter Break: School will be dismissed no later than December 22 and last through January 2nd.
- d. Good Friday
- e. Spring Break: Consisting of at least 5 consecutive days of the week Monday through Friday. The Board shall determine the dates for Spring Break.
- f. Memorial Day
- g. Fourth of July
- h. The Friday preceding Arkalalah shall be no more than a half contract day with teachers being dismissed for the holiday at or before 11:30 A.M.

4. Intraschool Meetings

All building level faculty meetings including all or part of a building's faculty, called by the principal or his designee (asst. principal, dept. head, etc.) shall follow these guidelines:

a. Before School Meetings--Meetings held before the start of school shall begin no earlier than 45 minutes prior to the beginning of the pupils' school day.

b. After School Meetings--After school meetings shall begin as soon as possible after the student dismissal time and shall not last over one hour. Meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school except in an emergency.

c. The notice of a meeting, including an agenda, shall be given to the teachers involved at least 48 hours in advance except in an emergency. Teachers shall have the opportunity to suggest items for future agendas.

d. These time limits should be the goal but may be exceeded when conceiving, developing and drafting in connection with all Special Education staffing meetings.

e. In bona fide emergencies the time lines set forth in the guidelines (Paragraph 4, a, b, & c) may need to be exceeded.

f. All teachers will meet not less than one half day per quarter for collaboration coordinated by the Assistant Superintendent of Curriculum and Instruction, with input from building administrators, grade level coordinators and the Teacher Advisory Committee.

g. High school and middle school teachers will meet on the Thursdays of Parent-Teacher Conference weeks following Quarter 1 and Quarter 3 for the purpose of academic planning/collaboration coordinated by building administrators in cooperation with the building Teacher Advisory Committee.

5. Interschool Meetings

Each teacher shall be held responsible for attendance at all professional meetings called by the Superintendent or his designee. These meetings will follow the guidelines below when possible:

a. Interschool meetings taking place outside of the usual school day, shall start no later than 3:45 PM or earlier than 7:15 AM. These meetings shall not last over one hour.

b. Notice of interschool meetings, including an agenda shall be given to the teachers involved at least 5 working days in advance except in case of emergency. Teachers shall have the opportunity to suggest items for future agendas.

c. The Associate Superintendent of Curriculum and Instruction working with Grade Level Coordinators, Department Heads and the Curriculum Council shall make every effort possible to limit the number and length of inter-school meetings. The Board and ACTA recognize that Shared Decision Making requires extra time and effort from those involved. However, they also recognize that only organized, productive meetings can accomplish the results both the Board and the professional staff desire.

6. Calendar Committee

A committee, to be appointed jointly by the Board and the ACTA on an annual basis, shall be established to study and make recommendations concerning the district calendar. The

Calendar Committee will consist of nine (9) members including two (2) administrators; one (1) classified staff member; and six (6) teachers [two (2) high school; two (2) middle school; one (1) Grades Pre-K-2; one (1) Grades 3-5].

ARTICLE VIII: Notification For District Personnel Openings

The Board recognizes the need for all certified personnel to be informed of job openings for teachers within the district. The following provisions will be in effect to insure that this is met.

A. The personnel office will electronically post all teaching vacancies on the district's web site and notify staff via electronic mail.

B. The personnel office will electronically post on the district web site a listing of vacancies and newly created positions for the following school year.

C. Each position will have an electronic posting date. The date will be the official date that the position is first posted.

D. The Board will maintain a list of teachers who wish to be notified of specific job openings and attempt to contact them in a timely manner regarding such openings, should they occur during the school year. In order for a request to be considered for an opening in the district, such requests must be received in the personnel office no later than three (3) school days after the official electronic posting date.

E. Any position openings that occur after the last contract day that classroom teachers are required to be in their buildings and until the first contract day of the new school year will be filled as soon as possible. An attempt will be made to contact any teacher who has submitted a request for a transfer form to the personnel office by the last contract day classroom teachers are required to be in their building will be notified about the opening. Notification will also be sent to the president of the teachers' association and electronically posted on the district web site.

F. The vacancy list shall include:

1. Position title
2. Building location
3. Status, i.e., permanent, temporary, part-time, or itinerant
4. Qualifications desired
5. Person to contact for further information

G. Present staff shall be allowed to apply for vacant positions. The Board has the right to offer the position to present staff or employ personnel new to the district in order to best match an individual to the position.

ARTICLE IX: Leaves

Section A: Paid Leave

The Board agrees to grant each full time teacher twelve (12) paid leave days per year accumulative to ninety (90) days. Half-time teachers will be granted the same number of one-half days of paid leave as full time teachers are granted full days of paid leave. Teachers working other than full time or half-time shall be granted a prorated number of paid leave days. If a teacher is on extended contract they will be granted one (1) additional day of sick leave for each month beyond the regular nine (9) months contract. All leave days per contract year may be used for either personal or paid leave (sick, emergency, bereavement, maternity/paternity) and will still be designated as personal or paid leave on the leave form. Paid leave does not include Legal Leave, Extended Leave, and Professional Growth Leave. Each teacher's leave account shall be credited with their annual paid leave allocation when they report for their first day of service. For a teacher in their first year of employment in the district, these days shall not be used until after completion of five (5) days of service in the district. An exception may be made if the teacher is unable to report at the beginning of the contract period, for reasons considered by the administration to be justifiable, and states that they will be able to return to work within twenty (20) school days and requests that their paid leave account be credited. The reporting requirement does not apply to accumulated days.

Section B: Personal Leave

Each certified employee may use a maximum of five (5) consecutive days of paid personal leave at any one time. Notice for personal leave will be submitted to the building principal at least forty-eight (48) hours in advance.

1. Personal leave is to be used for personal reasons. Any variation in Personal Leave eligibility or use must have written approval from the Superintendent or his/her designee.
2. Personal leave shall not be granted:
 - on the day immediately before or the day immediately after any vacation or non-attendance day, to 34 including but not limited to Labor Day, Arkalalah, Thanksgiving, Winter Break, Spring Break and Memorial Day, break or other leave or non-duty time, or
 - during the first ten (10) and last five (5) contract days unless used for parental participation in their children's school-related activities, or
 - parent-teacher conference days, or
 - in-service days, training, professional development, teacher workdays or school improvement days unless approved in writing by the building principal and the Superintendent.
3. The number of personal leave requests approved on any one day shall not exceed five (5) percent of the certified staff in the total district, nor more than two

(2) teachers per elementary building or three (3) teachers per Middle or High School building without approval of the Superintendent.

Section C: Sick Leave

1. This leave shall cover absences for the teacher's own illness or illness in the immediate family. Immediate family shall include spouse, children, mother, father, sister, brother, grandchildren, grandparents and in-laws. It shall also include anyone living in the residence of said teacher.

2. The Board may require that teachers submit a medical affidavit (doctor's statement) verifying any sick leave absence for which they have reasonable cause to believe the absence was not due to illness. If the board so requires, the board shall pay any additional expenses incurred by the teacher for securing such an affidavit if the medical affidavit confirms the absence due to illness.

3. A Sick Leave Assistance Pool shall be established which contains those unused days contributed to the Pool by participating teachers. Any participating teacher shall be eligible to request additional sick leave from the Pool. Additional contributions may be made through May 1st of that school year unless it occurs during the teacher's final year of employment. Application forms may be requested from the District Personnel Office and will be sent electronically to the requesting member. The completed application can be returned electronically, or by inter-school mail marked "Attention SLAP" to the The Associations Liaison. On the form, the contributor is to sign his/her name, indicate the number of days contributed and return to the Central Office. Copies shall be furnished to the contributing teacher and the Sick Leave Assistance Pool Committee (SLAPCO).

In the event of illness which exhausts an eligible teacher's sick leave, he/she may request additional sick leave days from the Pool. Days granted, but unused, shall be returned to the Pool. The balance of SLAP days in the pool at the end of the contract year will be carried over for use the following year. Guidelines and procedures for administering the Pool and terms and conditions of individual grants shall be established by SLAPCO.

Application for additional sick leave shall be reviewed by the SLAPCO composed of five (5) members appointed by the Association. The decision of the committee shall be final. Four (4) copies of the application shall be prepared. The applicant shall retain one, and the other three (3) copies shall go to the Central Office, the ACTA President and SLAPCO. Once the decision on the application has been made, the committee will provide written notification to the teacher, the Superintendent, and the ACTA President. Application for sick leave pool days must be completed and submitted for review no later than 5 business days after the last contract day. The Associations Liaison will keep records of the number of days in the pool, applications received, and days granted. New or non-

participating teachers may participate in the Pool by contributing one (1) day on or before September 20. Donations shall be restricted to one (1) day only, unless the number of days remaining in the Pool falls below four hundred (400). In that event, a call for additional days will be issued by SLAPCO.

Section D: Emergency Leave

The emergency must contain two (2) elements: first, it must be unforeseen; second, it must require immediate action. An event which is planned ahead or does not require immediate action is not an emergency.

Section E: Personal and Emergency Leave Appeal Procedure

In the event that personal or emergency leave is denied, the following appeal procedure will be offered the teacher affected:

1. Within five (5) working days after the request has been denied, the professional employee shall submit to the building principal a written statement listing the reasons why the request should be approved.
2. The building principal shall forward his/her recommendations to the Superintendent within two (2) working days from the receipt of the appeal.
3. Upon receipt of the appeal from the principal, the Superintendent shall have ten (10) working days to submit a written statement of the disposition of the appeal to the professional employee.

Section F: Bereavement Leave

Use of paid leave for funerals shall be permitted.

Section G: Parental Leave

Sick leave may be used by either or both spouses for the actual period of disability of the mother.

Section H: Legal Leave

1. The Board will grant each teacher the time necessary for appearance in any legal proceeding connected with their employment or any legal proceeding for which the teacher is subpoenaed as a witness. No leave will be provided if the teacher is the plaintiff in a legal proceeding against the district or the teacher is to be reimbursed for his or her appearance as a witness. No deduction from salary shall be made provided the absence does not exceed two (2) days in the school year. Any exception to the two day limitation must be made in writing to, and have the written approval of, the Superintendent of Schools.

2. Any teacher required to appear for jury duty during such time as the teacher would be regularly assigned for instructional duty with the district, will receive regular pay less any amount paid the teacher for jury service.

Section I: Extended Leave

The Superintendent is empowered by the Board to grant a leave of absence to attend school, or to teach or travel abroad. However, such a grant would have to be made under the following provisions:

1. Leave would be taken without pay. However, during the extended leave, the employee would be allowed to continue as a member of the district's group health insurance plan - the School District will continue to make its' contribution to the cost of the premium and the employee will pay the balance of the premium to the district payroll clerk no later than the twenty-third (23rd) of each month. If the employee does not return to the school district following extended leave, all Board contributions during leave shall be reimbursed to the school district.
2. Employment will be guaranteed for the future, though not necessarily in the same position.
3. When re-employed, there will be no loss of privileges or benefits accrued during the teacher's past tenure. Any other type of extended leave will be considered under the provisions listed above.

Section J: Professional Growth Leave

The Board agrees to grant professional growth days as approved by the Superintendent. Such leave must be approved in advance for workshops, seminars, clinics or other purposes as deemed appropriate by the Superintendent.

Section K: Compensation For Unused Paid Leave

1. Yearly Accumulated Paid Leave

If eligible, licensed personnel may request compensation at the rate of \$100/day for up to three days of unused paid leave per year. Employees must request compensation for leave no later than January 1 of the school year in which compensation is requested and employee will be compensated no later than June 30. To be eligible, licensed personnel must meet the following criteria:

Employee has been employed by the district for a minimum of five years
Employee has accumulated 50 or more days of available paid leave

At the end of each contracted school year, each full-time licensed personnel who has an accumulated paid leave in excess of seventy-eight (78) days shall receive \$100 per day for each unused day of paid leave accumulated in the year in excess of the seventy-eight (78) day accumulation, unless the teacher has specifically requested in advance to have some or all of these days credited to the sick leave assistance pool. Paid leave for which payment is received shall not be counted toward the ninety (90) day accumulation. Teachers wanting to donate one or more of these accumulated days to the sick leave assistance pool instead of receiving compensation for those days must notify the payroll department of U.S.D. 470 by May 1 of the current year.

2. Unused Paid Leave at Retirement

At the time of retirement, a teacher shall be compensated for all days of unused accumulated paid leave at the rate of \$100 per day.

Section L: Deductions For Partial Day Absences and Unpaid Leave

1. Partial Day Absences

Paid leave granted for partial day absences shall be deducted as follows:

Absence of 1 clock hour or less (no more than four per year) = no paid leave deduction
Absence of 1.01-1.75 clock hours = 1/4 day paid leave deduction

Absence of 1.76-3.5 clock hours = 1/2 day paid leave deduction

Absence of 3.51-5.25 clock hours = 3/4 day paid leave deduction

Absence of more than 5.25 clock hours = 1 day paid leave deduction

2. Unpaid Leave

When an absence occurs for which unpaid leave has been granted, each day of absence will be divided by the length of total teacher contract days. Deductions in salary for partial days' absences will be prorated using the guidelines listed above in Section L, paragraph 1.

ARTICLE X: Grievance Procedures

Section A: Definitions

1. Grievance: A complaint by a teacher, group of teachers, or the Association based upon an alleged violation, misinterpretation or misapplication of the negotiated agreement.
2. The term "teacher" may include a group of teachers who are similarly affected by a grievance.
3. An "aggrieved person" shall mean the person(s) making the complaint.
4. A "party in interest" shall mean the person(s) 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.
5. The term "days", unless otherwise indicated, shall mean days the Central Office is open for normal business.
6. The "Association" shall mean the Arkansas City Teachers' Association.
7. The "Board" shall mean the Board of Education of Unified School District 470.
8. The "ACTA Grievance Committee" shall consist of five (5) teachers:
 - a) two (2) teachers appointed by the aggrieved person,
 - b) three (3) teachers appointed by the Association President.

Section B: General Principles

1. The primary purpose of this procedure is to secure, at the lowest possible level, an equitable solution to a grievance. Except as may be necessary to implement the procedure, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his principal.
3. Except as otherwise provided in Level One of this procedure, any aggrieved person may be represented at all meetings and hearings at all levels of the grievance procedure by the Association Representative assigned to his building, or by another Association member of his own choosing.
4. The failure of the aggrieved person to proceed to the next level within the time limits set forth shall be deemed to be in acceptance of the decision previously returned and shall constitute a waiver of any future appeal concerning that particular grievance.

5. The failure of an administrator at any level of the procedure to communicate his decision to the aggrieved person within the specified time limits shall permit the aggrieved person and/or the Grievance Committee with the teacher's written authorization to proceed to the next level.

6. It shall be the practice of all parties in interest to process grievance procedures during such time as not to interfere with the execution of regular teaching assignments. If time is set during school time, there shall be no loss of pay to the teacher.

7. It shall be the policy of the Board to assure to every teacher an opportunity to have the unobstructed use of the grievance procedure without fear of reprisal or prejudice in any manner to his professional status.

8. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. Time limits, however, may be extended when mutually agreed upon in writing.

9. In the event a grievance is filed on or after May 1, the time limits set forth herein may be reduced by mutual agreement, so that the grievance procedure may be exhausted prior to the close of the school year, or as soon thereafter as practicable for all parties concerned.

10. All documents, communications and records dealing with the processing of grievances shall be filed by the school system separately from the personnel files of the parties in interest.

11. Both parties shall furnish each other, upon reasonable request, available information pertinent to the issue(s) under consideration.

12. The deadlines stated in this article will be delayed if they fall during summer vacation and work an unreasonable hardship on either the teacher or the Board.

Section C: Procedure

1. Level One. Within twenty (20) days after an alleged grievance arises, the teacher may present orally the alleged grievance to his/her principal during non-teaching hours. Within three (3) days after presentation of the alleged grievance, the principal shall give his answer orally to the teacher. Each party is permitted to have one additional person present. In the event the alleged grievance is not satisfactorily resolved orally and the aggrieved person wishes to appeal the decision, he shall deliver the grievance in writing to the principal within five (5) days following receipt of the oral answer. Within five (5) days after receiving the

written statement of grievance, the principal shall communicate his answer in writing to the grievant, a copy of which shall be delivered to the Superintendent of Schools by the principal.

2. Level Two. If the grievance is not resolved at Level One, the grievant may, within five (5) days of receipt of the principal's written answer, submit to the Grievance Committee a written "statement of grievance" signed by the grievant. A copy shall be given to the principal involved at the same time as well as a copy given to the Superintendent of Schools. The ACTA Grievance Committee shall within seven (7) days of the grievance make a judgment on the merits of the grievance. If the ACTA Grievance Committee decides the grievance lacks merit, said committee shall render its decision in writing to the aggrieved person, the Association Representative, and the aggrieved person's principal, and the matter, insofar as the Association is concerned, is terminated and may only be continued beyond this level on the aggrieved person's own initiative and without the Association's support. If the ACTA Grievance Committee decides the grievance has merit, said Committee shall within five (5) days of the decision thereof, forward such grievance in writing to the Superintendent. At that point the grievance may, at the teacher's request be submitted to the FMCA Service. This is for mediation only, with the purpose being resolution of the grievance. Involved parties shall include the mediator, one person representing the teacher (named by ACTA) and one person representing the 12 school district (named by the Superintendent), the grievant, and the person against whom the grievance was lodged. The teacher may elect to proceed directly to Level Three and bypass mediation.

3. Level Three. Upon completion of the mediation process wherein no resolution is reached, and/or upon receipt of the grievance, the Superintendent may designate a panel from administrative school personnel, not to exceed three persons, to represent him in a meeting with three members of the ACTA Grievance Committee and the grievant to attempt to arrive at a settlement of the grievance. Such panel representing the Superintendent may include the Superintendent but shall not include any person who previously has been a party in interest to the particular grievance. Within seven (7) days after receipt of the written grievance, the Superintendent or his designated panel shall meet with the ACTA Grievance Committee to consider the grievance. At such a meeting, the attendance of witnesses having knowledge of the matter may be required. Within three (3) days after said meeting, the Superintendent or his designated panel shall prepare a written report including any agreement reached, or if the matter is not resolved, an answer to the grievance, together with supporting reasons, copies of which shall be given to the aggrieved person, the ACTA Grievance Committee, and the aggrieved person's immediate superior.

4. Level Four. In the event the grievance is not satisfactorily resolved at Level Three by the Superintendent or his designated panel and the ACTA Grievance Committee within three (3) days after the written report has been delivered, the grievance may be referred by the grievant and the Grievance Committee to the Board of Education. Within ten (10) days of receipt thereof by the Clerk of the Board, the Board or a committee of its members, in executive session, shall meet with not more than three (3) members of the ACTA Grievance Committee and the grievant to attempt to resolve the grievance. At such a meeting, the attendance of witnesses having knowledge of the matter may be called by either party. Any final or binding decision made by the Board regarding the grievance shall be made in open session. The Board committee at this level shall not include any person who has previously been a party in interest to the particular grievance. Within five (5) days after such a meeting, the Board or its committee, shall prepare a written report, including any agreement reached, or if the matter is not resolved, an answer to the grievance, together with supporting reasons, copies of which shall be given to the aggrieved person, the ACTA Grievance committee, and the aggrieved person's immediate superior.

ARTICLE XI: Evaluation Procedure for Certified Personnel

All forms associated with evaluation of certified personnel will be included in the appendix of this document.

New teachers will receive evaluation procedures orientation within thirty (30) days after the first contract day provided by a district administrator and ACTA designee. All teachers being evaluated for the current school year will be notified and have access to self-assessment and evaluation forms within the first 30 contract days. Teachers in their first and second years of employment in U.S.D. 470 will be evaluated twice each year, once each semester; the first evaluation to be completed by the 60th school day of the first semester and the second to be completed by the 60th school day of the second semester. Teachers in their third and fourth years of employment shall be evaluated at least once each year by February 15. Teachers in subsequent years of employment with U.S.D. 470 (fifth year or more) will be evaluated at least once every three years. The evaluation shall be completed before February 15th of the year the evaluation is done. More frequent evaluations may be done, if deemed necessary, at the request of the teacher or the evaluator.

Developing and Implementing a Professional Development Growth Plan

The evaluate will select a total of three (3) goals from any combination of the four Domains of the evaluation rubric. The evaluate will show evidence of progress toward each selected goal during the evaluation pre/post conference.

Value Added Student Growth Measurement

Kansas school districts have to use student growth data to inform personnel decisions by the 2016-17 school year. Evaluatees will meet with the building administrator to set student growth goals aligned with their content areas. Teachers in their first year will have student growth measures (as available) utilized for the fall evaluation. Teachers in the second semester of their first year and beyond will have full student growth data utilized for both fall and spring evaluations. Student growth data will be used as a factor to determine the summative evaluation rating in 2014-2015.

An evaluation using the Teaching Assessment Rubric (Form A) shall be based upon at least one formal visitation of the teacher's classroom of no less than 30 minutes, but not to exceed one class period or block per visitation, by his or her building principal or designated evaluator. A formal visitation will be with prior notice. The specific day of the formal visitation will be designated and a pre-conference shall be held between the evaluator and evaluatee to allow for the discussion of Instructional Domains 1 and 4 and Professional Evidence guidelines (Form D); up to thirty (30) artifacts may be submitted as evidence, at the discretion of the evaluatee. The evaluator and evaluatee shall also discuss the methods used by the evaluatee to measure student progress throughout the school year and examine all pertinent data that has been collected. In addition to the pre-conference, the building administrator will meet with each first year teacher once each quarter to discuss guided conversation questions (Form E) as indicated in the appendix. Guided conversations can be initiated by the building principal and/or teacher in subsequent years as needed.

The teacher will be given at least two (2) working days notice of the date and time of the pre-conference. If the evaluator is unable to keep the appointment, the conference will be rescheduled at the first opportunity, with no minimum advance notification time required. At the pre-conference, a Pre Observation Form (Form B) shall be completed. Subsequent formal or informal visitations may be at the discretion of the evaluator on an announced or unannounced basis. A pre-conference is not required after the first formal visitation.

Prior to the completion of Form C, a post-observation must be held between the evaluator and evaluatee within two (2) working days after the observation. During the post-observation conference, the evaluator and evaluatee will discuss the data collected during the observation and the evaluatee's optional self assessment based on Form A rubrics. For any component deemed "not observed", additional evidence may be submitted within an additional two (2) working days. A summative evaluation conference between the evaluator and the evaluatee will take place within five (5) working days after the post-observation conference in which the evaluatee will be presented with a copy of the formal "Evaluation for Improvement of Instruction" instrument (Form C) from the evaluator. Any evaluation area in which the performance of the evaluatee was considered by the evaluator to be unsatisfactory will be noted and the evaluatee will be placed on a Plan of Assistance (Form 3). Any information gathered during informal

visitations that has a bearing on an unsatisfactory judgment must be documented and presented to the evaluatee at the next observation conference or sooner. The formal evaluation instrument will be completed by the evaluator in time to comply with the deadlines designated in paragraph one. Prior to a conference being held to discuss the results of the formal evaluation, the evaluatee will be given the opportunity for self-evaluation, by judging their own performance using the formal evaluation instrument. The evaluatee has the right to make written response to any comments made by the evaluator during the conference. Any response must be turned in to the evaluator within two (2) weeks after the conference so that it can be attached to the evaluation. All evaluations will be retained in the Personnel Office for at least three years.

Evaluation (formal or informal) shall be confidential. The use of audio and/or audio-visual devices in the classroom shall be prohibited except with the expressed consent of the teacher involved. The purpose for the use of audio and/or audio-visual devices shall be to help the teacher to observe his/her performance in the classroom in order to facilitate his/her self-improvement. Any tape whether audio or audio-visual shall remain in the custody of the evaluatee until such time as it is erased. The use of audio and/or audio-visual devices in the classroom for other purposes shall be submitted to the Teacher-Board Panel for discussion and possible development of proposals. If any such proposals are developed they shall be negotiated in the next round of bargaining. A different form for certain certified personnel such as counselors, librarians, etc. may be used instead of the form for classroom teachers. If such a form is used, it will have been jointly designed by the administrator and certified personnel class and approved by the Superintendent.

ARTICLE XII: Reduction in Staff

In the event the Board determines the size of the professional staff be reduced, the following guidelines shall be observed in reducing the number of teaching positions.

The reduction may be applied to all certified personnel or to only some group thereof. The reduction shall be applied to the largest group of teachers which may be reasonably considered. The administration, subject to Board approval, shall determine the group of teachers from which the reduction shall be made. Within the specified group, staff members shall be selected for non-renewal in the following order:

Section A: Selection

1. The greatest possible reduction in teaching staff shall be accomplished through attrition.
2. Staff members who are in their first two (2) years of employment with U.S.D. 470.

3. Certified teacher(s) with a State of Kansas conditional/initial, alternative, or restricted license shall be non-renewed before staff members holding a professional license (5 year) license.

4. For the remaining staff members within the specified group, selection will be based on:

- a. Administrative evaluation;
- b. Certification needs of the district.

Section B: Notice

1. The administration shall provide to any teacher who is to be recommended for non-renewal a notification, in writing, no later than the state-mandated date (May 1), preceding each year. Such notice shall include:

- a. The basis for the initial decision for teaching staff reduction.
- b. The reason(s) for the selection of the individual teacher.
- c. A copy of this article.
- d. Notice to the individual teacher of an opportunity to respond.

Section C: Rights

1. After implementing such a reduction procedure, the list of names of non-renewed teachers shall be maintained.

2. Any teacher who has been so non-renewed shall no longer be considered an employee of the district and shall have no employee rights or benefits other than those covered in this article.

Section D: Recall

1. For one year after the effective date of a non-renewal, pursuant to provisions of this article, the school board shall not replace the teacher whose employment has been non-renewed without first offering the position to the non-renewed teacher. If several former teachers are certified for an open position, the Board, after receiving the advice of the Superintendent, shall select the one it thinks will best fill the position. The offer shall be made by registered mail, return receipt requested, and the teacher shall be notified that he/she must submit written acceptance within fifteen calendar days. Acceptance shall be in writing. Failure to accept within fifteen (15) calendar days or rejection of the position eliminates all re10 employment rights of the teacher.

2. It is the responsibility of the listed non-renewed teachers to keep the Central Office informed of their current address and any changes in teaching qualifications.

3. A teacher who is recalled within one year shall be placed on the Salary Schedule on the same column and step that the teacher would have been placed if no reduction in force had occurred. The teacher shall be credited with all paid leave that the teacher had accrued at the time of the reduction in force.

4. Any teacher who has been so non-renewed may apply for employment as a substitute teacher in U.S.D. 20 470.

ARTICLE XIII: Association Rights and Responsibilities

Section A: Joint Board/Association Projects

1. The Board recognizes that the association president is often called upon to sponsor joint Board/Teacher projects which are of benefit to the Board, teacher and community. These have included such projects in the past as welcoming new teachers, planning for the Friends of Education Dinner, creating a float for Arkalalah parade and organizing a reception for a master teacher.

2. The Board shall grant released time with full pay for the association president to work on joint Board/Association projects mutually agreed upon by the Board and the president. The Superintendent shall notify the building principal at least 5 working days in advance before the association president is granted release time.

3. Any project mutually agreed upon and for which released time is granted shall be for the benefit of the district as a whole and no association business, meeting or advertising shall be a part of such projects.

Section B: Association Projects

1. The Board will grant the association president a maximum of three (3) days leave per year to perform duties required by the association.

2. A payroll deduction equal to payment of one (1) substitute day shall be made for each day of leave taken.

3. President's leave for association projects shall not be taken on days immediately before or after any vacation, during the first and last weeks of the school year or during in-service days at the beginning of the school year.

Section C: Association Leave

At the beginning of each school year, the Association will be granted five (5) days paid leave to be used for organization purposes such as engaging in professional negotiations, participating in instructional programs relating to the representation of the Association, or attending KNEA or NEA sponsored events where Association representation is deemed beneficial. Notice shall be given to the Superintendent at least hours in advance when such leave is to be taken.

Section D: Extended Leave

The association president may apply for extended leave under ARTICLE IX, Section I, during the year the 4 individual serves as president.

Section E: Association Use of USD Facilities, Equipment, And Supplies

1. ACTA shall be allowed the use of district facilities without charge for small groups and committee meetings. ACTA shall notify the appropriate administrator of the use of such facilities to make certain 10 such meetings do not conflict with other scheduled events.
2. If such meetings require other than normal heating or cooling schedules, arrangements will be made with the Superintendent or his designee.
3. ACTA shall restrict the use of district equipment and supplies to reasonable amounts necessary to maintain communication with the teachers of USD #470.
4. ACTA shall inform the building principal of use of supplies so that the principal may request reimbursement from district funds if so desired.
5. Maintenance will carefully move the ACTA file cabinet to the current ACTA President's room or 19 office on or about July 1 every year. (Alternate site to be agreed upon by ACTA and Administration)

Section F: Posting of Deadlines

The dates of all deadlines as indicated in the Master Agreement shall be posted at the beginning of each school year on the district's web site (www.arkcity.com) and twice per year in the staff newsletter.

The posting shall list by month all deadlines indicated in the Master Agreement and may include any other deadlines indicated in Board Policies or Central Office procedures.

ARTICLE XIV: Teacher Protection

Section A: Personnel File

1. An official personnel file on each employee shall be maintained at the district personnel office. Such file may be digital and/or paper and may include transcripts, credentials, evaluations, health records, employment data, letters of commendation and/or reprimand, payroll records, special reports on specific incidents, and any other documents which are deemed to be necessary for legitimate administrative purposes. All materials placed in the employee's file and originating within the school district shall be available to the employee at his/her request for inspection in the presence of the person(s) responsible for keeping the files. Furthermore, with the written authorization of the employee, an Association representative or other person may inspect the file.
2. The employee will be provided a copy of any derogatory material which is based on his/her conduct, service, character or personality, when such material is to be added to his/her file. The copy of the material shall be marked "INCLUDED IN OFFICIAL PERSONNEL FILE ON _____(Date)." The date shall be filled in only after the employee has affixed his/her signature on the actual copy to be filed, acknowledging that he/she has read the material. Said signature does not necessarily indicate agreement with the content of such material.
3. Only those documents included in the official personnel file may be used in any action against an employee.
4.
 - a. Upon the first occurrence of failure to meet a contractual obligation or questionable conduct, a documented verbal warning will be given to the employee within five (5) days of the administrator becoming aware of the infraction. The principal and the employee may, if deemed desirable, develop an action plan to correct the issue and record this plan in the employees working file.
 - b. Upon the second occurrence of a similar nature, an official reprimand will be recorded in the employee's personnel file in the District Office and the employee will be placed on a plan of assistance.
5. The employee shall have the right to respond, in writing, to all materials contained in said file. Such response shall become part of the file. The teacher and/or his/her representative, with written authorization from the teacher, shall have the right to receive copies of any of the contents of his/her file.

6. Material originating outside the district before employment by USD 470 shall be stored in the official personnel file, with restricted access and shall not be used against the employee.
7. The employee retains the right to have documents saved in his/her official personnel file which pertain to his/her competence and/or performance.
8. Any information deleted from the employee's official personnel file must be surrendered to him/her at the time of deletion.
9. An employee may petition the superintendent to remove any derogatory information from his/her official personnel file after five (5) years from the date of inclusion.
10. An official record shall be maintained to keep a record of any person(s), except authorized USD 470 23 Central Office administrators or clerical employees, viewing any of the contents of an employee's official personnel file and the date of viewing. This information will become a part of the file.
11. In addition to the official personnel file, each immediate supervisor may maintain a working file on each employee under his/her supervision. The working file shall be confidential with access only to the immediate supervisor and the employee involved. Other access shall be permissible only with the specific authorization of the employee. Working files shall be used to store those documents which the immediate supervisor is using in working with an employee to improve his/her performance. With the exception of action plans, documents in the working file shall not be carried over to a succeeding year unless previously transmitted to the official personnel file.

NOTE: None of this excludes the possible involvement of law enforcement if local, state or federal laws are broken. Nothing in this article shall prevent the Superintendent from acting with authority to immediately suspend an employee until the suspension is resolved by board action at the regular or special meeting of the board.

Section B: Selection Procedure for Additional Responsibility

1. The Board of Education (Assistant Superintendent of Curriculum and Instruction), during March of every year, shall actively solicit for the following year, written applications for the positions of Building Department Chair, Grade Level Coordinator, Head Teacher, and any other positions which may in the future be determined to be of a similar nature.
2. Eligibility - For an applicant to be considered he/she shall be:

a. a teacher in U.S.D. 470, except for the Special Education Department Head.

- i. First priority given to tenured teachers.
- ii. Second priority given to full-time teachers.

b. assigned to teach on-site for the entire instructional day, if a head teacher.

3. Application - Application shall be made on a form provided by the district administration. Said form shall allow enough flexibility to enable the applicant to fully state his/her qualifications and/or goals relative to the position sought. Candidates may also be nominated by their building administrators.

4. Selection of Head Teacher - Selection shall be made by the Superintendent's Cabinet on or before May 15. Successful applicants shall be notified, in writing, in a timely manner.

5. Building Department Chair and Grade Level Coordinator may be appointed.

6. District Department Head(s) may be appointed.

Section C: Notification of Teacher Assignment

1. All teachers, newly hired and returning, shall be provided with written descriptions of their tentative teaching and building assignments by June 15 of each calendar year.

2. Late Change - Any change of teaching or building assignment after June 15, shall be immediately accompanied by written notification to any and all affected teachers.

ARTICLE XV: Teachers' Basic Contract

The teachers' basic contract language has been duly negotiated by the parties and this Master Agreement is incorporated into the teachers' basic contract.

NOTE: Teachers' basic contract, contract addendum to teachers' basic contract, and supplemental contract are included with this agreement.

ARTICLE XVI: Liquidated Damages on Contract Termination

Purpose: The Board of Education and the teachers agree that when a teacher resigns or otherwise fails to honor his/her contract after execution of the contract or after the applicable date under the Kansas Continuing Contract Law, the damages to the school

district are not easily ascertainable. The elements of damages may include, but not be limited to, the loss of recruiting time to find the best possible replacement, adjustments and changes in class scheduling, reassignments of teaching duties and class loads, reassignments of extra curricular duties, interview teams must be scheduled during vacation times, a large number of the possible replacements may already be under contract with other school districts, the board will incur increased advertising costs to contact possible teachers not under contract, and if class assignments and coaching assignments are changed, it may not allow sufficient time for teachers and coaches to prepare for the next year's teaching loads. The monetary value of the above damages is difficult, if not impossible, to determine.

1. It is therefore agreed that a teacher currently under contract shall be declared under contract for the next teaching year unless a resignation is submitted on or before the last day as allowed by current statute according to the Continuing Contract Law of the State of Kansas. New teachers coming into the district shall be declared under contract when their contract has been approved by the Board of Education.

2. In the event any teacher resigns or fails to honor the terms of his/her contract after the effective date set out above, the Board and teachers agree that the teacher shall pay to the board liquidated damages as follows:

2.1 If the teacher resigns after the final date as specified by Continuing Contract Law, the parties agree that liquidated damages shall be in the amount of \$5,000.

3. It is agreed that the amount of agreed liquidated damages shall be paid by the teacher to the Board of Education prior to the board accepting the resignation of the teacher and releasing the teacher from his/her contract.

4. It is further agreed that in the event the board owes the teacher additional salary amounts after the teacher resigns or fails to honor his/her contract, the board may deduct the amount of agreed liquidated damages from the amount owed to the teacher, and the teacher consents and agrees to the deduction of the amount of the liquidated damages from the amount to the teacher by the board.

5. It is further agreed that the Superintendent of Schools shall notify, in writing, any teacher who has resigned a valid contract, after May 15, of the agreed obligation to pay appropriate liquidated damages. The Superintendent of Schools shall provide the President of ACTA a copy of the notification within fifteen (15) days of notice that a teacher has resigned and that specified liquidated damages are due to the district.

6. In the event liquidated damages are not paid by the teacher as required by the master agreement, the Superintendent of Schools may seek immediate suspension of the employee's Kansas teaching license through the Kansas State Department of Education. The teacher may petition the Kansas State Department of Education on their

own behalf since the State Board of Education makes final determination of the suspension of teacher licensing.

7. The liquidated damage provision can be waived at the discretion of the board.

ARTICLE XVII: Fair Dismissal Definitions and Procedures

Section A: Probationary and Non-Probationary Teachers

Probationary teachers are defined as licensed teachers in their first three years of teaching in the school district who have not previously achieved non-probationary status in a Kansas school district. Non probationary status is defined as having completed three (3) years of teaching in a school district and being offered a contract for a fourth (4th) year.

Section B: Non-renewal, Termination, and Fair Dismissal for Teachers

The Board of Education shall have the right to terminate or non-renew any non-probationary teacher for cause.

a. When a non-probationary teacher is terminated or non-renewed from his/her teaching contract, the Board, or its designee, shall notify the teacher in writing of its actions and (1) shall list the reason(s) for the non-renewal and (2) include a statement that the teacher may have the matter heard by a hearing officer upon written request filed with the clerk of the Board of Education within 15 calendar days from the date of such notice of nonrenewal or termination.

b. Within fifteen (15) calendar days of the receipt of the written notice of non-renewal, the teacher may submit a written request to the president of the Arkansas City Teachers' Association and the clerk of the Board of Education for a fair dismissal hearing. This notice shall include the name and address of the teacher's representative.

c. Within ten (10) calendar days of the receipt of the request for a hearing, a representative of the Board and the representative of the teacher shall present the names of three qualified individuals (residents of Kansas who are attorneys at law) for consideration to serve as hearing officer. Within twenty (20) calendar days after the receipt of the slate of hearing officers, the representatives shall select a hearing officer using an alternative striking procedure with joint agreement required on final selection. The Board's representative shall make the first strike. The parties shall then send a letter notifying the selected hearing officer, the Board and/or other selected representative of the teacher of their selection.

d. In lieu of the striking method for selection of a hearing officer, and if the parties agree, either party may make a request to the American Arbitration Association for selection of a hearing officer. The requesting party is responsible for all associated hearing officer costs.

e. The hearing shall be held within thirty (30) calendar days of the selection of a hearing officer or at a mutually acceptable date. The teacher's representative shall provide the names and addresses of the witnesses to be called in the teacher's defense not less than five (5) calendar days prior to the hearing.

f. The hearing officer shall preside over the hearing using the dismissal arbitration rules of the American Arbitration Association in effect on the date of the non-renewal or termination. The Board shall have the burden of proof and shall present its case first. The teacher's representative shall have the right to cross-examine each witness called by the Board. After the Board has presented its case, the teacher's representative shall present the teacher's case. The Board's representative shall have the right to cross examine each witness called by the teacher.

g. The hearing officer shall close the hearing when each party has presented its case and rebuttal testimony if any is deemed necessary. At the option of the hearing officer, each representative may present briefs. The hearing officer shall render a binding decision in writing within twenty (20) calendar days after the close of the hearing or receipt of briefs. The hearing officer's decision will be final and binding on both parties.

NOTE: None of this excludes the possible involvement of law enforcement if local, state, or federal laws are broken. Nothing in this article shall prevent the Superintendent from acting with authority to immediately suspend an employee until the suspension is resolved by Board action at the next regular or special meeting of the Board.