

MEMORANDUM OF AGREEMENT

By and Between

THE CLEARWATER TEACHERS ASSOCIATION

and

**THE BOARD OF EDUCATION OF
CLEARWATER UNIFIED SCHOOL DISTRICT #264
CLEARWATER, KANSAS**

JULY 1, 2016 THROUGH JUNE 30, 2018

PREAMBLE

(Date last modified: 82-83)

THE REPRESENTATIVES OF THE CLEARWATER TEACHERS ASSOCIATION AND THE BOARD OF EDUCATION OF CLEARWATER UNIFIED SCHOOL DISTRICT #264, CLEARWATER, KANSAS, HAVE COMPLETED PROFESSIONAL NEGOTIATIONS IN ACCORDANCE WITH THE SPIRIT AND LETTER OF KANSAS LAWS COVERING PROFESSIONAL NEGOTIATIONS.

THE AGREEMENT THUS REACHED IS THEREFORE INCORPORATED INTO THIS AGREEMENT WHICH IS LEGALLY BINDING ON BOTH PARTIES AND FORMULATES A PORTION OF THE PROCEDURES AND REGULATIONS RELATIVE TO TEACHER EMPLOYMENT IN CLEARWATER U.S.D. #264.

THIS AGREEMENT COVERS ALL CERTIFIED EMPLOYEES EXCEPT ADMINISTRATORS AND SUBSTITUTE TEACHERS.

DEFINITIONS

(Date last modified: 08-09)

1. Board: shall mean the Board of Education of Clearwater U.S.D. #264.
2. District: shall mean Clearwater Unified School District #264.
3. Superintendent: shall mean the Superintendent of Clearwater U.S.D. #264.
4. Assistant Superintendent: shall mean the Assistant Superintendent of U.S.D. #264.
5. Contract: shall mean the individual contract between the Board and the individual teacher.
6. Teacher: shall mean any certified employee (except administrators) under contract to U.S.D. #264 to provide a professional service which requires a certificate issued by the Kansas State Department of Education.
7. Part-time Teacher: a teacher who is employed to teach less than the contracted calendar days or less than the regular school day.
8. Substitute Teacher: a person who is employed temporarily to teach for a teacher who is away from his or her regular teaching assignment.
9. Administrator: shall mean any person holding a position for which an administrator's certificate is required by the Kansas State Department of Education.

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ARTICLE I - TEACHERS CONTRACTS

SECTION A - LENGTH OF CONTRACT

(Date last modified: 07-08)

The length of contract shall be for the number of teaching days set by the Board in the official school calendar plus eleven (11) additional days. These eleven (11) additional days shall include at least one (1) teacher work day prior to the first day of school for students and at least one (1) teacher work day following the last day of school for students. The scheduled day at the beginning of second semester shall be (1/2) day as a work day and (1/2) day as in-service. Teachers placed on contract after the beginning of any school year shall have the beginning and ending dates specified on the contract and shall be responsible for all duty days for the district between and including the dates so specified in the individual's contract. Negotiations will be based on the Board approved calendar for the following year.

SECTION B - PROBATIONARY CONTRACTS

(Date last modified: 79-80)

Teachers who are issued probationary contracts will remain at their current step both vertically and horizontally on the salary schedule for the term of their period of probation. The probationary year will be considered as no gain in experience for future increments should the teacher remain in the system.

SECTION C - PART-TIME CONTRACTS

(Date last modified: 99-00)

Any contract between a teacher and the Board which is less than a full day or for less than contract days shall be considered a part-time contract. Teachers on part-time contracts shall receive compensation and paid leave in direct proportion as their contract relates to the full-time contract.

SECTION D - WORKING DAY

(Date last modified: 07-08)

For full-time teachers, the working day shall commence at 7:30 a.m. and end at 3:15 p.m. The instructional portion of the school day will not exceed 410 minutes. Due to bus schedule needs, some buildings may operate on a variation of this schedule.

Zero hour classes, 7:00 a.m. - 7:50 a.m., may be offered to students if a teacher certified to teach the class is agreeable to an extended contract. The extended contract would be agreed upon by both the building principal and the zero hour teacher in one of the following forms:

- 1) the teacher teaches a regular schedule plus the zero hour class at an additional rate of one-eighth of the teacher's contracted salary, or
- 2) the teacher teaches zero hour and is allowed to leave at 2:15 p.m.

On contract days for which no classes are scheduled, teachers shall be on the job for seven and one-half (7 1/2) hours, with the beginning and ending times to be set by the building principal subject to the approval of the superintendent.

Part-time teachers shall report for duty thirty (30) minutes prior to their first scheduled class and shall remain on duty until fifteen (15) minutes

following their last scheduled class. Specific beginning and ending times may be established by the building administration, not to exceed those hours as designated above, subject to the approval of the superintendent. On contract days for which no classes are scheduled, part-time teachers shall be on duty the number of hours normally worked with beginning and ending times set by the building principal, subject to approval of the superintendent.

In lieu of scheduling eleven (11) days, in addition to teaching days, the Board and/or administration may schedule nine (9) days with teachers being responsible for fifteen (15) additional hours which may be added to teaching or duty days scheduled. The maximum number of hours added to any day shall not exceed three (3). Adding more than one (1) hour to the work day may occur not more than two (2) times during the school term without appropriate compensatory time in exchange. Scheduling of the additional hours/days will not include assignments paid hourly as identified in Article V □ Section D □ Extra-Duty Assignments. Absenteeism from any contract time can result in a loss of leave or pay if leave is not available.

ARTICLE II - ABSENCE FROM DUTY-LEAVES

(Date last modified: 79-80)

Teachers may be absent from duty in accordance with provisions in this article without being held in violation of their contract with the Board.

SECTION A - EXTENDED LEAVE OF ABSENCE

(Date last modified: 97-98)

Teachers are entitled, subject to approval of the Board, to extended leaves for study, health, maternity, and adoption. The length of each extended leave shall be established by the Board after reviewing the request of the teacher. Extended leave shall not be considered termination of employment. The Board will comply with the Family and Medical Leave Act of 1993 (or as subsequently amended). A copy of the act is included in the district policy book.

Extended leaves shall be subject to the following provisions. The teacher shall: (1) receive no salary from U.S.D. #264 when he/she is on extended leave; (2) retain, during the extended leave, accumulated temporary leave days, but the teacher will not receive credit for any additional temporary leave days; (3) retain membership, if so desired, in the group insurance plan during extended leave for the period of time allowable by the insurance company. Arrangements for payment of dues must be made in advance with the superintendent or his/her designee; (4) be reassigned in a regular position which is at least comparable to the one which the teacher held when the extended leave commenced, exclusive of supplemental assignments. If the date of return from extended leave is other than the beginning of the school year, the effective date of return shall be subject to a vacancy for which the teacher is qualified. If the date of return from extended leave is the beginning of the school year, the assignment shall be assured, provided the teacher notifies the superintendent on or before April 10th of his or her intention to return. On or before March 10th, the superintendent shall make reasonable attempts to notify the teacher on leave of this provision; (5) prior to resuming duties on return from an extended leave for maternity or health, present to the superintendent a statement from a physician that the teacher is physically able to resume normal duties required of his or her assignment.

Application for extended leaves shall be subject to the following provisions: (1) Application for extended leaves to be effective at the beginning

of a school year shall be made on or before March 15th. (2) Application for extended leaves that are to be effective at a time other than at the beginning of a school year shall be made as soon as the teacher is aware that the leave is necessary. (3) All applications for extended leaves shall be made on the form provided by the district. (4) The application for extended leave shall be filed with the superintendent.

SECTION A2 - SABBATICAL LEAVE

(Date last modified: 95-96)

Sabbatical leave may be granted for one year, with Board approval, following application to the superintendent on or before March 1st of the year prior to the year being requested. The leave will be unpaid with the teacher making a commitment to return to work under contract to U.S.D. #264 for one (1) year at the completion of the leave. The amount allowed as a defined benefit for health insurance shall be reimbursed to the teacher following the completion of the one-year service after returning. The same provisions for re-employment with the district as for extended leave of absence will apply.

SECTION B - PAID LEAVE

(Date last modified: 07-08)

Full-time employees will receive twelve (12) days for each fiscal year. Unused leave will be accumulated to a maximum of 80 days. The paid leave may be used for sick leave, bereavement leave, or personal leave.

Sick leave is available for personal illness of the employee or the illness of the employee's spouse, parent, child, brother, sister, grandchild, grandparents or in-laws.

Paid leave authorized on the basis of a part-time contract shall be converted to full-time equivalency. The part-time contract shall be identified as a fraction of the full-time contract. That fraction shall then be multiplied times the current or accumulated paid leave, whichever is appropriate, to determine the full-time equivalency of the current and/or accumulated paid leave.

Paid leave of up to one-half (1/2) day shall be charged as one-half (1/2) day. Paid leave over one-half (1/2) day and up to a full day shall be charged as a full day.

Teachers will receive notification at each pay period as to the number of paid leave days for which they are eligible.

Teachers shall be paid for unused paid leave for each full day of paid leave which they have accumulated over eighty (80) days at the completion of their annual contract as follows: 7-12 years of service - 40% of the daily rate of the base salary schedule (Step 1 - BA) rounded to the nearest dollar; 13 - 18 years of service - 45% of the daily rate of the base salary; and 19+ years of service - 50% of the daily rate. One-half of this amount shall be paid for one-half day.

Teachers who are retiring from U.S.D. #264, and have completed fifteen (15) years of service in the district, shall be paid for all unused paid leave at the rate of \$25.00 per day for accumulated days through eighty (80) days. All days in excess of 80 days will be paid for at the regular rate for unused paid leave.

Bereavement leave will be deducted from available paid leave.

Personal leave is limited to six (6) days per fiscal year. Personal leave will be deducted from paid leave allowed.

The requirements for approval are as follows:

- 1) Requests for personal leave must be submitted to the building principal two (2) working days prior to the requested date of the leave for one (1) or two (2) consecutive days of personal leave to be approved. Personal days over two (2) consecutive days require five (5) days notice to be approved. When it is not possible to give the required five (5) days of notice due to an emergency situation which is out of the control of the teacher, the building principal may approve the personal leave based on the merits of the request.
- 2) Personal days cannot be used before or after a holiday break. Personal days may only be used on in-service days for circumstances beyond the employee's control and when approval is obtained from the superintendent prior to the in-service day missed. Personal days cannot be used consecutively for more than five (5) days.

SECTION C - JURY DUTY LEAVE

(Date last modified: 06-07)

School personnel summoned for jury duty should fulfill this responsibility, if possible, with no loss in pay while serving. Payment received for such service by the employee shall be deducted through the regular monthly payroll.

SECTION D - PROFESSIONAL MEETINGS

(Date last modified: 89-90)

The school district shall pay full expenses of all certified employees attending special meetings (conferences, workshops) which directly benefit the schools, providing prior permission is secured from the superintendent or his/her designee. The superintendent or his/her designee shall have the right to limit the number of meetings attended by a teacher and to establish a maximum amount for expenses. Mileage, when approved, will be paid at the rate set by Board policy.

Meetings which are directly related to teacher benefits or to teacher organizational business will not be interpreted as being school-related business. Teachers will be allowed a total of six (6) days for the attendance of such meetings with no more than two (2) teachers being absent from duty at the same time. The total of six (6) days shall be for the entire teaching staff and shall not be interpreted to mean for each teacher. The cost of the substitute shall be deducted from the teacher's salary when teachers are absent under this policy.

SECTION E - EMERGENCY LEAVE

(Date last modified: 99-00)

In the event of a personal illness or injury of a teacher or member of the immediate family, each teacher is allowed a total of twenty (20) days of leave per contract after the accumulated leave has been exhausted. Personal illness or injury is defined as extended hospitalization or extended treatment/recovery at home for sickness, injury, surgery, or when a doctor prohibits them from returning to work. A doctor's verification of illness will be required for this additional leave. Requests to use the emergency leave days must be in writing and must have the approval of the superintendent and the president of the Clearwater Teachers' Association or his/her designee.

ARTICLE III - SALARY SCHEDULE

SECTION A - DEFINITION AND SALARY SCHEDULE

(Date last modified: 16-17)

The salary schedule is the combination of scales showing years of experience and levels of preparation. The experience scale is the vertical listing of experience and steps, and the levels of pay under each preparation scale. The preparation scale is the horizontal scale listings which refer to degrees and hours earned.

Exp	Level Step	I	II	III	IV	V	VI	VII	VIII	IX
		BA	BA+10	BA+20	BA+30	BA+45	MA	MA+10	MA+20	MA+30
0	1	35,800	36,500	37,200	37,900	38,600	39,800	40,725	41,650	42,575
1	2	36,350	37,050	37,750	38,450	39,150	40,350	41,275	42,200	43,125
2	3	36,900	37,600	38,300	39,000	39,700	40,900	41,825	42,750	43,675
3	4	37,450	38,150	38,850	39,550	40,250	41,450	42,375	43,300	44,225
4	5	38,000	38,700	39,400	40,100	40,800	42,000	42,925	43,850	44,775
5	6	38,550	39,250	39,950	40,650	41,350	42,550	43,475	44,400	45,325
6	7	39,100	39,800	40,500	41,200	41,900	43,100	44,025	44,950	45,875
7	8	39,650	40,350	41,050	41,750	42,450	43,650	45,575	45,500	46,425
8	9	---	40,900	41,600	42,300	43,000	44,200	45,125	46,050	46,975
9	10	---	41,450	42,150	42,850	43,550	44,750	45,675	46,600	47,525
10	11	---	42,000	42,700	43,400	44,100	45,300	46,225	47,150	48,075
11	12	---	---	43,250	43,950	44,650	45,850	46,775	47,700	48,625
12	13	---	---	43,800	44,500	45,200	46,400	47,325	48,250	49,175
13	14	---	---	44,350	45,050	45,750	46,950	47,875	48,800	49,725
14	15	---	---	---	45,600	46,300	47,500	48,425	49,350	50,275
15	16	---	---	---	46,150	46,850	48,050	48,975	49,900	50,825
16	17	---	---	---	---	47,400	48,600	49,525	50,450	51,375
17	18	---	---	---	---	47,950	49,150	50,075	51,000	51,925
18	19	---	---	---	---	---	49,700	50,625	51,550	52,475
19	20	---	---	---	---	---	---	51,175	52,100	53,025
20	21	---	---	---	---	---	---	51,725	52,650	53,575
21	22	---	---	---	---	---	---	---	53,200	54,125
22	23	---	---	---	---	---	---	---	---	54,675
23	24	---	---	---	---	---	---	---	---	55,225
24	25	---	---	---	---	---	---	---	---	55,775
25	26	---	---	---	---	---	---	---	---	56,325
26	27	---	---	---	---	---	---	---	---	56,875
27	28	---	---	---	---	---	---	---	---	57,425
28	29	---	---	---	---	---	---	---	---	57,975
29	30	---	---	---	---	---	---	---	---	58,525
30	31	---	---	---	---	---	---	---	---	59,075
31	32	---	---	---	---	---	---	---	---	59,625
32	33	---	---	---	---	---	---	---	---	60,175
33	34	---	---	---	---	---	---	---	---	60,725
34	35	---	---	---	---	---	---	---	---	61,275
35	36	---	---	---	---	---	---	---	---	61,825
36	37	---	---	---	---	---	---	---	---	62,375
37	38	---	---	---	---	---	---	---	---	62,925
38	39	---	---	---	---	---	---	---	---	63,475
39	40	---	---	---	---	---	---	---	---	64,025

Unlimited steps

National Board Certified teachers will receive an additional \$1,000 added to their placement on the salary schedule.

Activity passes will be provided good for teachers and their immediate family, defined as their spouse and K-12 students.

SECTION B - OUTSIDE EXPERIENCE

(Date last modified: 97-98)

An experienced teacher coming into the Clearwater schools may be allowed one year of credit for each full year of full-time teaching experience. Only teaching experience from a school which is accredited by a state department of education will be counted for placement on the salary schedule. The superintendent shall have the authority to negotiate the amount of outside experience which shall be allowed in placing the teacher on the salary schedule, but the experience allowed shall never be more than the actual total experience.

SECTION C - MILITARY EXPERIENCE

(Date last modified: 82-83)

In addition to teaching experience, a maximum of two (2) years for military service may be allowed.

SECTION D - ADVANCEMENT OF THE SALARY SCHEDULE

(Date last modified: 92-93)

Once the salary step and schedule have been determined for a teacher's first contract with the district, that teacher may move only one step per year on the experience scale (vertically). Teachers who have been teaching less than full-time in the district shall be allowed to move on the salary schedule the same as full-time teachers. Part-time teachers moving to full-time jobs shall retain all experience and preparation steps earned in the district so long as their employment as teachers in the district remains continuous.

SECTION E - PREPARATION SCHEDULE

(Date last modified: 06-07)

In reaching the preparation schedule of BA+10, BA+20, BA+30, BA + 45, MA, MA+10, MA+20, or MA+30, hours to be credited must meet one of the following conditions: (1) They must be graduate hours completed after the date the degree indicated in the preparation schedule was conferred or, (2) They must be hours earned after the date the degree indicated in the preparation schedule was conferred that have been approved by the superintendent as relevant to the teacher's assignment and designed to increase the competency of the teacher in the educational program. (Prior approval is recommended.)

Teachers in an advanced degree program are allowed one (1) day of professional leave per semester to use at his/her discretion for his/her program for a maximum of three (3) years. The advanced degree program must be approved by the superintendent prior to taking the first day.

All college classes are to be a part of an education curriculum or in an approved area that will clearly benefit teaching in the classroom. Hours must be approved by the superintendent or his/her designee prior to being used for movement on the salary scale.

SECTION F - DATE FOR QUALIFYING

(Date last modified: 07-08)

Notification of the intention for horizontal movement on the salary schedule for the following contract year will be part of the check-out process with the building principal. This process will require a signature from the teacher and administrator. A copy of the check-out sheet will be sent to the district office for notification of movement. Hours of preparation or degrees must be validated by an official transcript filed with the superintendent/assistant superintendent prior to October 1st of any contract year in which the teacher expects to advance horizontally on the preparation schedule.

SECTION G - EMERGENCY

(Date last modified: 07-08)

Whenever the Board declares that an emergency has arisen due to a shortage of desirable qualified teachers in any field, a one-time stipend up to \$1,000 may be included with the teacher's first contract.

SECTION H - DISAGREEMENT IN CONTRACT & SALARY SCHEDULE

(Date last modified: 79-80)

If an amount or any reference to the salary schedule typed into a teacher's contract is in error in accordance with the salary schedule or any part of the schedule, then that amount shall be corrected on the contract to agree with the salary schedule, and the teacher shall be paid in accordance with the corrected amount.

SECTION I - DEFINED BENEFIT ALLOWANCE

(Date last modified: 14-15)

A defined benefit allowance not to exceed \$375 toward the cost of an employee only policy; \$465 toward the cost of an employee/spouse policy; \$495 toward the cost of an employee/child(ren) policy; and \$655 toward the cost of a family policy. The defined benefit will be paid monthly for each teacher on the district's health insurance plan.

A committee consisting of three teachers to be chosen annually by the CTA, a classified employee, and the district business manager, will investigate and recommend an insurance carrier to the Board for final approval. The carrier will be reviewed annually. The committee will be chaired by the business manager.

Where both spouses are eligible for the defined benefit allowance, the monthly allowance may be combined and credited toward a family policy.

Flu shots provided by the Sedgwick County Health Van and/or USD 264 school nurses will be paid by the district for each teacher.

ARTICLE III A - EXTRA CURRICULAR ASSIGNMENTS

SECTION A - EXTRA CURRICULAR ASSIGNMENTS PAY SCALE

(Date last modified: 16-17)

All percents are of the base of the teachers' salary schedule.	\$35,800.00	
High School Head Football	13.20%	\$4,726
High School Assistant Football (5X)	8.50%	\$3,043
High School Girls Head Volleyball	12.60%	\$4,511

High School Girls Assistant Volleyball (2X)	7.50%	\$2,685
High School Boys Head Basketball	13.20%	\$4,726
High School Girls Head Basketball	13.20%	\$4,726
High School Assistant Basketball (4X)	8.50%	\$3,043
High School Head Wrestling	13.20%	\$4,726
High School Assistant Wrestling (2X)	8.50%	\$3,043
Boys Head Track	11.50%	\$4,117
Girls Head Track	11.50%	\$4,117
High School Assistant Track (7X)	7.50%	\$2,685
High School Boys Head Baseball	11.50%	\$4,117
High School Boys Assistant Baseball (2X)	7.50%	\$2,685
High School Girls Head Softball	11.50%	\$4,117
High School Girls Assistant Softball (2X)	7.50%	\$2,685
HS/MS Cross Country	11.50%	\$4,117
HS/MS Assistant Cross Country	7.50%	\$2,685
High School Golf	9.00%	\$3,222
High School Assistant Golf	3.00%	\$1,074
High School Weight (Fall)	2.00%	\$716
High School Weight (Winter)	3.00%	\$1,074
High School Weight (Spring)	3.00%	\$1,074
HS/MS Weights (Summer) (2X)	4.30%	\$1,539
HS/MS Assistant Weights (Summer) (2X)	1.50%	\$537
High School Speech & Drama	8.00%	\$2,864
High School Assistant Speech & Drama (2X)	3.00%	\$1,074
High School Dramatics Director, per play	4.70%	\$1,683
High School Dramatics Ass't Director, per play	2.50%	\$895
HS Technical Dramatics Ass't Director, per play	\$11.00	per hour
High School Vocal Music Director	4.70%	\$1,683
High School Instrumental Music Director (Includes concert, marching, pep & stage bands)	13.20%	\$4,726
High School SADD	3.00%	\$1,074
High School Scholar's Bowl	6.00%	\$2,148
High School KAYS Sponsor (2X)	3.00%	\$1,074
C-Club Sponsor (2X)	3.00%	\$1,074
High School Cheerleader Sponsor (includes pep bus)	11.00%	\$3,938
High School Dance Team Sponsor	6.50%	\$2,327
Color Guard	1.50%	\$537
Drum Line	2.00%	\$716
Concession Stand	5.00%	\$1,790
High School Annual Sponsor	5.00%	\$1,790
National Honor Society Sponsor	3.00%	\$1,074
High School Student Council	4.00%	\$1,432
Music Teacher when assisting w/HS Musical (2X)	2.00%	\$716
High School Electrorally	2.00%	\$716
Senior Sponsor (30 hrs max)	\$11.00	per hour

Junior Sponsor (2X)	3.50%	\$1,253
Sophomore Sponsor	\$11.00	per hour
Freshman Sponsor	\$11.00	per hour
Building Assessment Coordinator (5X) (50 hrs max)	\$11.00	per hour
CTE Coordinator (2X)	2.50%	\$895
Middle School Head Football	7.50%	\$2,685
Middle School Assistant Football (3X)	5.30%	\$1,897
Middle School Girls Volleyball	7.50%	\$2,685
Middle School Girls Assistant Volleyball	5.30%	\$1,897
Middle School Boys Head Basketball	7.50%	\$2,685
Middle School Girls Head Basketball	7.50%	\$2,685
Middle School Assistant Basketball (6X)	5.30%	\$1,897
Middle School Co-Head Wrestling (2X)	4.40%	\$1,575
Middle School Scholar's Bowl	2.50%	\$895
Middle School KAYS	2.00%	\$716
Middle School Lip Sync	2.00%	\$716
Middle School Musical	3.00%	\$1,074
Middle School Annual Sponsor	\$11.00	per hour
Middle School Tribal Council	\$11.00	per hour
Middle School Cheerleader Sponsor	7.50%	\$2,685
Intermediate Center Battle of the Books	2.00%	\$716
Elementary/Intermediate Annual Sponsor	\$11.00	per hour

SECTION B - CONDITIONS OF EXTRA CURRICULAR ASSIGNMENT PAY

(Date last modified: 08-09)

If two or more athletic assignments are made to a teacher during the same season, pay for the primary or major assignment only shall be made unless practice times are completely separate. A teacher assigned to two assignments under this section where practice times coincide shall be paid \$25.00 per game or contest that is in excess of the normal game responsibilities under the primary assignment.

Any assignment may be voided by the Board with no liability for pay if the activity is canceled for lack of student participation.

Assignments shall be made annually by the building principal with approval of the Board. The number in parentheses following the Article III A Section A, is for budgeting and contract clarification purposes only. Additional assistant coaches may be added when the numbers warrant. Approval shall be obtained from the building principal and superintendent for such additions. Supplemental contracts will be issued at the same time as teaching contracts whenever possible. The Board reserves the right to change any supplemental contract assignment at any time or cancel any activity. Should any assignment be changed or activity canceled after starting in a given school year, pay for such activity shall be prorated as the duty actually performed compares to the normal full responsibility that would have been provided by the teacher.

The Board shall have the authority to add programs at any time during the year and to set the pay for extra duty assignment for the new program for the school year in which the new program is first operated.

If the administration can not find a qualified assistant coach, and that sport specifies it needs (X) number of assistants then the remaining salary would be divided equally amongst the current coaches. This addition would be

only for the current year in which a qualified assistant coach could not be found. This situation would need to be based on numbers and administrative recommendation.

ARTICLE IV - SALARY REDUCTION

(Date last modified: 89-90)

The school district shall provide a salary reduction plan in conformity with Section 125, Section 89, of the Internal Revenue code. Any employee may reduce his/her salary by an amount up to the statutory limit on non-taxable benefits as set forth in the program.

ARTICLE V - MISCELLANEOUS ITEMS

SECTION A - DEDUCTIONS FOR TEACHERS' ASSOCIATION

(Date last modified: 79-80)

Deductions for teachers' dues will be on a twelve (12) month basis or none at all. The method of authorizing deductions will be determined by the Board.

SECTION B - TEACHERS SUBSTITUTING FOR OTHER EMPLOYEES

(Date last modified: 15-16)

Pay for teachers using their planning time to substitute for absent employees shall be \$19.00 per hour and shall be paid monthly. Pay for elementary teachers using their planning time to supervise students for special programs shall be \$18.00 per hour and shall be paid monthly.

SECTION C - NOON HOUR RESPONSIBILITIES

(Date last modified: 90-91)

All teachers shall be guaranteed a comparable amount of duty-free lunch time.

SECTION D - EXTRA-DUTY ASSIGNMENTS

(Date last modified: 15-16)

The school district shall employ volunteer teachers or other qualified persons to do the necessary work at extra-curricular functions. The rate of pay shall be \$11.00 per hour for official timers, scorers, announcers, ticket takers, pass-gate supervisors and teachers representing U.S.D. #264 in a supervisory position. This rate of pay shall commence as soon as the employee begins the extra-duty assignment even if this assignment begins prior to 3:15 p.m. Pay for duty at athletic contests shall be included with the regular monthly payroll.

The rate of pay for summer-school teaching shall be paid at a rate of \$20.00 per hour. The rate of pay for IEP and Section 504 meetings, departmental meetings and curriculum-related work shall be paid at a rate of \$19.00 per hour. Saturday school and detention shall be paid at \$18.00 per hour.

SECTION E - SAVINGS CLAUSE

(Date last modified: 82-83)

Should any portion of this agreement be found to be contrary to law, that portion only shall become null and void, with all other conditions of the agreement remaining in effect.

SECTION F - NOTICE OF VACANCY

(Date last modified: 04-05)

A copy of any certified and/or coaching/extra-curricular position that becomes vacant will be posted and e-mailed by the building administrator in advance of sending it to any placement office or newspaper or other job posting service.

SECTION G - INSERVICE COMMITTEE:

(Date last modified: 06-07)

An inservice education committee will be established to develop needs and arrange for inservice training. The committee shall consist of eight **(8)** teachers; two **(2)** from elementary, two **(2)** from the intermediate center, two **(2)** from the middle school, and two **(2)** from the high school and may include the elementary, intermediate center, middle school, and high school principals, and the superintendent or representative.

SECTION H - TEACHER DISCIPLINE:

(Date last modified: 96-97)

Teachers shall be notified in accordance with Board policy on any written or recorded complaint entered into permanent file.

SECTION I - PLANNING PERIODS:

(Date last modified: 06-07)

Planning periods will be used in a manner which best benefits students and teachers in the performance of professional duties. Revised weekly or daily schedules, as a result of special situations, may cause adjustments in the planning schedule of teachers.

Each certified employee shall have a daily planning period, except when the building principal and employee mutually agree to modify it, as follows:

- 1) A planning period shall be a minimum of 45 minutes in length.
- 2) A planning period for grades EC - 5 shall be at the same time as music, physical education, library, other academic classes, or some combination of these averaging at least 45 minutes per day per week.
- 3) Teachers of elementary music, physical education, library, etc., shall have a planning period equivalent to item (2) above.
- 4) The Board shall pay a teacher who is teaching a scheduled class on his/her planning period one-eighth (1/8) of his/her salary for a year long class which meets for a one (1) block period of time, or one-sixteenth (1/16) for a semester class which meets for one (1) block period of time, or one thirty-second (1/32) for a class which meets for forty-five (45) minutes or one-half (1/2) of a block (90 minutes); and/or, for college classes taught during teacher planning time, the teacher will be paid the difference between the

amount paid by the college contracting the service of the teacher and the above pay schedule. No teacher will be obligated to teach a class during their planning period.

SECTION J - DATE LAST MODIFIED:

(Date last modified: 00-01)

The year shall be included next to each Section to indicate when the section was last modified or rewritten.

SECTION K - REDUCTION IN FORCE:

(Date last modified: 01-02)

In the event the Board determines the number of teaching positions must be reduced because of declining enrollment, financial reasons, or curriculum realignment, the following guidelines shall be observed:

- 1.) In determining the number of teaching positions to be reduced, the administrative staff will review the educational programs for the district in accordance with the educational goals established by the Board.
- 2.) The superintendent, subject to Board approval, shall determine the teaching positions from which the reduction shall be made. Any staff member whose position has been eliminated has the right to be reassigned to any position in the district for which he/she is certified. Reduction in force shall be conducted in the following order:
 - a.) Normal attrition such as resignations, retirements, or leaves of absence
 - b.) Non-tenured teachers
 - c.) Teachers on probation
 - d.) Teachers who have only provisional certification
 - e.) Teachers with the least years of service in the district
 - f.) Teachers with the fewest graduate credits
- 3.) Personnel subject to the reduction in force procedure shall be provided written notice no later than the date specified by state statute. 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.) Notice to the individual teacher of an opportunity to respond
 - d.) A copy of this article
- 4.) The teacher who is subject to the reduction in force procedure shall no longer be considered an employee of the district. The district will:
 - a.) If requested in writing, place the teacher first on the substitute teacher list
 - b.) Allow the teacher to retain membership in the district health insurance group for the period of time allowable by the insurance company. The teacher shall make arrangements for payment of premiums with the Central Office.

- 5.) Recall procedures are as follows:
- a.) It is the responsibility of the Central Office to maintain a list of all teachers subject to the reduction in force procedure. Each teacher's name shall remain on the list for two (2) years after September 1 of the date the teacher was subject to reduction in force.
 - b.) It is the responsibility of the teacher to keep the Central Office informed of his/her current address and changes in teaching qualifications.
 - c.) Any teacher on the list shall be notified by registered mail of all vacancies as they occur. Teachers will be recalled to available positions for which they are certified in reverse order of layoff.
 - d.) No new teachers will be hired while there are teachers on the recall list who are certified for that position.
 - e.) If a teacher on the list waives recall rights in writing, fails to accept recall to a position for which he/she is qualified, fails to respond within fifteen (15) days after receiving a registered letter of recall, or fails to report for duty in the accepted position, the name of such teacher shall be removed from the list and he/she shall have no further recall rights.
 - f.) Refusal of a mid-year recall offer by a teacher under contract with another district will not be counted as a rejection and the teacher's name shall remain on the recall list.
 - g.) Any teacher who is recalled shall regain all employment benefits to which he/she was entitled at the time of involuntary leave. If he/she has been employed as a teacher during the period between the time of the reduction in force and the recall, he/she shall be given full experience as if he/she had been continuously employed with the district. Recalled teachers shall retain tenure.

SECTION L - GRIEVANCE PROCEDURE:

(Date last modified: 03-04)

A grievance is a complaint by a certified employee or group of employees based on an alleged violation, misinterpretation, or misapplication by the school system of a law, a state regulation having the effect of law, a written contract, Board policy, administrative regulation or an allegation that an administrator acted in an arbitrary or capricious manner. The term "employee" may include a group of employees who are similarly affected by a grievance.

General Rules:

- A. It is the policy of the Board to assure every employee the opportunity to have the unobstructed use of this grievance procedure.
- B. The purpose of these proceedings is to secure, at the lowest possible level, just and fair settlements of grievances by certified employees.
- C. Since the resolving of grievances should be expedited as much as possible, the time limits at each level shall be regarded as

maximum number of days. Time limits, however, may be extended by mutual agreement when circumstances justify doing so.

- D. At any level of this procedure, either party may have another employee of the Board or an association representative accompany him/her and serve as representative.
- E. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the files of any of the participants.

Level One. In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the complaint on an informal basis with his/her building principal.

Level Two. If the aggrieved employee is not satisfied with the disposition of his/her complaint at level one, or if no decision has been rendered within five (5) working days of the initial discussion, he/she may file the grievance in writing simultaneously with the president of the association, and the principal within ten (10) working days of the level one conference. Within five (5) working days after receipt of the written grievance, the principal will meet with the aggrieved person and his/her representative. The principal must make his/her position on the grievance clear in writing within five (5) working days after the conference.

Level Three. If the aggrieved person is not satisfied with the disposition of his/her grievance at level two, or if no decision has been rendered within five (5) working days of the level two conference, he/she may advance his/her grievance to the superintendent. The written statement to the superintendent must include copies of the written statements involved in level two. Copies of the grievance filed with the superintendent will be sent simultaneously to the principal and the president of the association. Within ten (10) working days after receipt of the written grievance, the superintendent or his/her designee will meet with the aggrieved person and his/her representative. Both parties may request other involved staff members to be present. The superintendent must make a ruling in writing within five (5) days. A copy of the superintendent's ruling will be sent to the aggrieved person and his/her principal.

Level Four. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) working days of such meeting, the grievance may be advanced to the Board by filing a written copy thereof with the Clerk of the Board. This copy must be filed within ten (10) days of the level three conference. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever is later, shall hold a hearing on the grievance. All parties may be accompanied by representatives of their choice or legal counsel.

The decision of the Board shall be considered as final.

ARTICLE VI - SUPERVISION AND EVALUATION PROCEDURES

SECTION A - TEACHER OBSERVATIONS AND EVALUATIONS:

(Date last modified: 05-06)

- 1) Classroom observations may be conducted anytime during the school year.
- 2) Observations will be discussed with the teacher. The teacher should sign and will receive a copy of the observation notes.
- 3) Formal evaluations of teachers are conducted as needed in accordance with statute.
- 4) The formal evaluation(s) is written and discussed with the teacher. The evaluator is to inform the teacher of the section on the evaluation form where they may write their comments. The formal evaluation is signed by the administrator and the teacher or by a third party verifying the teacher received a copy of the evaluation. A copy of the evaluation is given to the teacher and a copy is filed in the personnel file.
- 5) Signing of observation notes or formal evaluations does not indicate agreement or disagreement with the contents.

SECTION B - DEFICIENCIES/ADDITIONAL OBSERVATIONS & EVALUATIONS

(Date last modified: 97-98)

- 1) If a deficiency(ies) is identified, as indicated by a rating of '3' on the evaluation form, the teacher is informed in writing that the deficiency(ies) must improve.
 - a) The teacher is informed in writing that further observations and another evaluation will take place within ninety (90) school days. The purpose of the additional evaluation is to monitor progress relating to the deficiency(ies) noted on the evaluation.
- 2) If all deficiencies have been corrected, this is noted by the evaluator, and the teacher is informed in writing that improvements have been made.
- 3) If the deficiency(ies) has not been corrected, the teacher is informed in writing that the areas noted must improve.
 - a) Following Board policy and/or the negotiated agreement, the administrator will begin the process of developing a teacher improvement plan. The teacher is informed in writing that within two (2) weeks a teacher improvement plan will be jointly written by the administrator and the teacher. Inadequate improvement may result in a recommendation that the teacher's contract not be renewed. The teacher may request representation at this conference but the inclusion of anyone other than the teacher and the building principal must have the approval of the principal and superintendent.
 - b) The evaluator makes sure that the teacher improvement plan is in writing, that the teacher receives a copy, that the teacher and evaluator sign it and that a copy is filed in the district personnel office. The improvement plan should:

- 1) indicate the goal or general intent of the plan
 - 2) indicate the specific behavior changes needed
 - 3) develop a specific and reasonable timetable for future classroom observations, evaluations, and improvements
- c) The improvement plan is initiated and monitored.

SECTION C - PRIOR TO NOTIFICATION DEADLINE

(Date last modified: 97-98)

- 1) The teacher is removed from deficiency status because all conditions of the teacher improvement plan were met; or
- 2) Deficiencies still exist and written notice is given to the teacher indicating that the deficiencies have not been corrected. The teacher is continued on deficiency status and a teacher improvement plan remains active.
- 3) A recommendation is made to the Board to continue the supervision/evaluation process, or to place the teacher on probationary status, or to non-renew the teacher's contract, or to terminate the teacher's contract.

ARTICLE VII - EARLY RETIREMENT

SECTION A - EARLY RETIREMENT

(Date last modified: 08-09)

The Board will support an early retirement incentive program in coordination with Social Security as follows:

The program is voluntary, with the Board making final determination of eligibility.

To be eligible for the voluntary early retirement incentive participants must have been employed by USD 264 for school terms prior to 2007-2008 and worked through May of the calendar year during which they reach their 60th birthday. In accordance with the district's intent that the early retirement incentive program is intended to bridge the gap between retirement and Social Security, participants will not be eligible after reaching their 65th birthday, or if they choose to draw social security before age 65. Should the participant choose to draw social security before age 65, the bridge will end at that time.

Participants must be currently employed by the district and have a minimum of (10) ten years continuous service with U.S.D. #264, and have an additional (5) five years of employment with USD #264 or another Kansas school district, or service with KPERs (such as designated city, county, or state employment).

Applicants for early retirement must file for benefits by March 10th of the school year immediately prior to the school year when they wish benefits to begin. Participants will also furnish such information as the district may reasonably require to ensure the arrangement operates as a Social Security supplement.

The amount paid to the participant shall be determined by subtracting the base of the salary schedule from the teacher's salary for the year in which application for early retirement is made. The difference in these two figures shall be multiplied by seventy-five (75%) percent to determine the amount that would be paid annually to the participant. The annual payment shall then be

divided by twelve (12) to determine the amount to be paid monthly until such time that the participant reaches 65 or is deceased. Monthly payments will be made on normal pay dates for teachers, and in no event will they exceed the amount to which a participant would be entitled on account of normal retirement under the Social Security Act.

Participants may retain membership in the district's group health insurance program providing such membership is approved by the insurance carrier.

SECTION B - REDUCED BENEFIT

(Date last modified: 07-08)

Participants who choose the reduced retirement benefit must meet the requirements in Section A as well as the following requirements.

- 1) Participants must have worked through May of the calendar year during which they qualify.
- 2) Participants must be currently employed by the district and have a minimum of (10) years continuous service with USD #264; have reached an age that fulfills the KPERS retirement options or age 55; and have an additional (5) five years of employment in USD #264 or another Kansas school district, or service with KPERS (such as designated city, county, or state employment).

The amount paid to the participant shall be determined by subtracting the base of the salary schedule from the teacher's salary for the year in which application for early retirement is made. The difference in these two figures shall be multiplied by fifty percent (50%). These figures will determine the amount that will be paid annually to the participant. The annual payment shall then be divided by twelve (12) to determine the amount to be paid monthly until such time that the participant reaches sixty-five (65) or is deceased. Monthly payments will be made on normal pay dates for teachers, and in no event will they exceed the amount to which a participant would be entitled on account of normal retirement under the Social Security Act.

ARTICLE VIII - LENGTH OF AGREEMENT

(Date last modified: 87-88)

This agreement shall be in full force beginning on July 1, 2016, and ending on June 30, 2018. Conditions set forth in the agreement may not be altered during the time covered and so stated in this article except by mutual consent of parties to the agreement.

ARTICLE IX - RATIFICATION OF THE AGREEMENT

(Date last modified: 79-80)

The Board of Education of Clearwater Unified School District #264 and the Clearwater Teachers' Association duly recognized representative organization of the teachers employed in the district, hereby agree to the conditions stated in this document and certify that the agreement has been duly ratified by the body we represent.

President,
Clearwater Teachers' Association
USD #264

President,
Board of Education
USD #264

Dated

Dated

Attested by:

Attested by:

Secretary, Clearwater Teachers'
Association

Clerk, Board of Education
U.S.D. #264

Dated

Dated