

2008-2009

AGREEMENT BETWEEN

NORTHEAST EDUCATIONAL ORGANIZATION
ARMA, KANSAS

AND

BOARD OF EDUCATION
NORTHEAST UNIFIED SCHOOL DISTRICT NO. 246
ARMA, KANSAS

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ARTICLE 1

DEFINITIONS

- 1.1 The term “Teacher” as used in this Agreement shall refer to all certificated Teachers, Librarians, and Counselors who are under contract with and employed by the Board of Education of Northeast Unified School District No. 246, and are represented in the negotiating unit, as defined by K.S.A. # 72-5415, exclusively by the Association.
- 1.2 The term “Board” or “Board of Education” as used in this Agreement shall mean the Board of Education of Northeast Unified School District No. 246.
- 1.3 The term “Association” as used in this Agreement shall mean the Northeast Educational Organization.
- 1.4 The term “School District” as used in this Agreement shall mean Northeast Unified School District No. 246.
- 1.5 The term “Administrator” as used in this Agreement shall mean Superintendent, or chief school administrator or building Principal.
- 1.6 The term “School Year” as used in this Agreement shall mean the official school calendar as adopted by the Board of Education.

ARTICLE 2

RECOGNITION

- 2.1 The Board of Education recognizes teaching as a profession and the Northeast Educational Organization as the organization which represents all professional staff personnel of the School District.

ARTICLE 3

PROFESSIONAL DAY & YEAR

- 3.1 Elements of the professional day for Teachers shall consist of:
 - a. The presence of the Teachers during those hours when school is in session.
 - b. If a Teacher needs to be absent from the school grounds at any time that school is in session, the Teacher must have permission from the building Principal, or if that administrator is absent, from another administrator.

- c. The school day is defined as that period of time from 7:45 a.m. to 3:45 p.m.
- 3.2 The basic teacher's primary contract is for one hundred eighty-six (186) days.

ARTICLE 4

LEAVE POLICY

4.1 Sick Leave

- a. Teachers shall be entitled to eleven (11) days absence each school year without loss of pay when such absences are caused by or contributed by personal illness of the employee or spouse, a hospital-confined illness or death of a near relative, quarantine of the employee, or illness of a child of the employee. The use of sick leave shall also be allowed to take a near relative to or from the doctor's office or hospital.
- b. Once earned, sick leave above one hundred (100) days will not be dropped until the end of the school year so that absences at the end of the school year will not decrease accumulated sick leave. Any unused sick leave may be accumulated to a maximum of one hundred (100) days, all or any part of which may be used in any given year for absences covered by this agreement. The employee will receive the amount equal to a substitute's daily rate of pay for any unused sick days, or a portion thereof that exceeds 100 days. This amount will be paid to each employee with the July paycheck.
- c. Upon retirement, a Teacher who has reached the minimum age of 53, who has taught in Northeast Unified School District No. 246 for at least ten (10) years, and who is leaving the teaching profession, shall be reimbursed \$30.00 per day for one-half (1/2) of that employee's accumulated sick leave days. Days contributed to the sick leave bank pursuant to Article 17 below shall not be considered in the calculation of any sick leave or other benefits payable upon retirement.
- d. For the purposes of this Article, a near relative is defined to mean the spouse, brother, sister, son, daughter, grandparents, grandchildren, parents of the employee, and parents of the employee's spouse.

4.2 Personal Leave

- a. Teachers covered by this Agreement shall be granted three (3) days personal leave each school year. Personal leave shall be defined as any leave taken by the Teacher to perform any personal business of said Teacher. Said Teacher shall be the sole judge as to whether such leave is for personal purposes.
- b. Personal leave may be used the day before or the day after a scheduled school vacation, holiday, or the last week of school, provided a substitute can be obtained.
- c. At the end of each school year, each Teacher who did not use his or her personal day(s) shall be reimbursed at the rate of substitute pay for that year per unused

personal day, or add his or her personal day(s) to his or her sick leave. The reimbursement to each Teacher for unused personal days shall not exceed three (3) days of substitute pay per school year, or exceed the total number of sick days allowed per teacher.

4.3 Leave of Absence

After ten (10) years of service with the district, teachers shall be allowed to take one (1) unpaid leave of absence with the guarantee of resumption of a teaching position upon the completion of the leave of absence. The leave shall consist of one school term, generally one complete school year. Reasons for said leave of absence shall be for educational purposes or reasons subject to the approval of the Board of Education. Tenure, accumulated sick leave, and placement on the salary schedule shall be continued at the same level during the period of such leave. The Teacher shall be allowed to remain a participant in the School District's group health insurance plan so long as the Teacher pays the premiums.

4.4 Jury Duty

Teachers shall be allowed temporary leave when summoned to Court for jury duty during such time as the Teacher would regularly be assigned for instructional duties, with no reduction in pay. The Teacher shall advise the Administrator of being summoned for jury duty as soon as is reasonably practicable, so that alternate arrangements such as a substitute Teacher can be made for the Teacher's classes. The Teacher shall report for work on any school day or part of a day that he or she is excused from jury duty.

ARTICLE 5

PLANNING TIME

- 5.1 Teachers shall have daily preparation time during which they shall not be assigned to any other duties.

Preparation time shall be as follows:

- a. Elementary School - average of forty-five (45) minutes per day.
- b. Junior High School - forty-five (45) minutes or one class period per day.
- c. High School - the equivalent of one (1) class period per day.

ARTICLE 6

ASSIGNED DUTIES

- 6.1 All Teachers at the Elementary School shall be assigned alternating recess, before school supervision, and bus supervision.
- 6.2 All Teachers at the Junior High School shall be assigned alternating before school supervision and bus supervision.
- 6.3 All Teachers at the High School shall be assigned bus supervision before and after school on a rotating basis.
- 6.4 All Teachers at the Elementary School, the Junior High School and the High School shall have a duty free lunch without lunchroom supervision responsibilities each day of the school year.
- 6.5 Teacher vacancies, including all supplemental positions, in the District will be posted on the District Website and shall be emailed to each teacher within forty-eight (48) hours after Board action.

ARTICLE 7

ADMISSION TO SCHOOL FUNCTIONS

- 7.1 The Board of Education will admit each Teacher and the members of his or her immediate family (spouse and children) to all school functions, without charge, except for KSHSAA activities.

ARTICLE 8

RETIREMENT

- 8.1 A person who has been employed by the School District as a full time Teacher for the ten (10) most recent consecutive academic years, and who has reached or will reach the age of 53 prior to September 1, may retire on or before September 1 at age 53 through 59, and will receive annual retirement pay until the date he or she reaches the age of 65 in an amount equal to ten percent (10%) of his or her salary as computed according to the salary schedule in effect during the last academic year in which he or she was employed full time as a Teacher, in monthly installments, without any subsequent adjustments.

- 8.2 A person who has been employed by the School District as a full time Teacher for the ten (10) most recent consecutive academic years, and who has reached or will reach the age of 60 prior to September 1, may retire on or before September 1 at age 60 through 65, and will receive annual retirement pay until the date he or she reaches the age of 65 in an amount equal to twenty percent (20%) of his or her salary as computed according to the salary schedule in effect during the last academic year in which he or she was employed full time as a Teacher, in monthly installments, without any subsequent adjustments.
- 8.3 For the purposes of this Article, the term salary does not include the amount or value of any fringe benefits or supplemental pay received by the Teacher while employed full time as a Teacher. Once calculated according to Section 8.1 or 8.2 above, the amount of such retirement pay will not change and will remain constant throughout the retirement period. Retirement pay shall terminate on the Teacher's sixty-fifth birthday or on the last day of the month during which the Teacher's death occurs.
- 8.4 For each Teacher who retires at the age of 53 or older who has been employed by the School District as a full time Teacher for the ten (10) most recent consecutive academic years prior to retirement, the School District shall pay the sum of \$200.00 per month towards such retired Teacher's continuing participation in the School District's group health insurance program until the month in which such person reaches the age of 65, at which time this retirement benefit shall terminate.
- 8.5 Each teacher who has been employed by the School District as a full time teacher for the 1998-1999 school year will receive retirement benefits. As well, anyone initially employed prior to August, 1999, by the School District as a full time teacher for at least ten years, resigns, and is re-employed, is entitled to benefits under this provision.
- 8.6 A teacher who submits notice of retirement or resignation to be effective at the end of the current school year to the Clerk of the Board of Education no later than December 15 of that school year shall be entitled to additional compensation with respect thereto pursuant to Article 9 below.

ARTICLE 9

COMPENSATION

- 9.1 Teachers shall not be required to attend any activity outside regular school hours that is not directly sponsored by them or in which their homeroom class is not participating.
- 9.2 All Teachers are encouraged to earn additional college credits in education or their teaching fields on a regular basis. With the prior written approval of the superintendent, the School District will reimburse Teachers \$80.00 per course hour for tuition for college or university courses taken for recertification or towards an advanced teaching, counseling or administrative degree, up to a maximum reimbursement of \$800.00 during

any five (5) year recertification period. No such tuition reimbursement will be paid for in-service programs.

- 9.3 The School District shall pay Teachers' salaries in twelve (12) approximately equal installments on the 25th of each month, commencing in September.

Each employee's salary will be directly deposited in the financial institution of his/her choice each payday, unless that day falls on the weekend or a bank holiday, in which case the payment will be deposited on the last banking day prior to the 25th. Payroll check stubs, or the equivalent thereof, will be distributed to staff.

All banking account changes must be delivered to the District Office, on forms prescribed by the District, no later than the 5th day of the month in which the account change is to take place.

- 9.4 Supplemental compensation shall be paid in equal monthly installments on the 25th of each month as set forth in the preceding subsection, beginning the first pay period after which such supplemental contract is entered into.

- 9.5 Enrollment shall be considered a "School Activity" and Teachers who work enrollment shall be paid the School Activities Worker's stipend of \$10 per hour.

- 9.6 The School District shall pay an annual stipend, per committee, to Teachers who serve as members of and participate in scheduled meetings of designated standing committees of the School District, according to the following schedule:

1.	1 – 3 Meetings	\$ 75.00
2.	4 – 5 Meetings	\$125.00
3.	6 or more Meetings	\$200.00

Once a specified stipend level has been reached for service on a designated standing committee, no additional stipend or other compensation shall be due for additional or subsequent meetings of said committee during the contract year.

Meetings of such designated standing committees may be held at the discretion of the Chairperson or of the Administrator, including after school, on Saturdays, on Sundays, on holidays and on vacation days.

For the purposes of this Article, the term designated standing committees shall include the following:

1. Quality Performance Accreditation (QPA)
2. Site Based Councils
3. Professional Development Council (PDC)
4. North Central Accreditation (NCA)
5. Curriculum Committees

6. Textbook Committees
7. Inclusion Committees and
8. Such other standing committees as may be specifically designated by the Board of Education.

For the purposes of this Article, the term designated standing committee shall not include the following:

1. Before school and after school faculty meetings.
 2. Those portions or all of the meetings of otherwise designated standing committee held during the 7:45 a.m. - 3:45 p.m. official school day.
- 9.7 A bonus payment of \$200.00 shall be paid to any teacher who submits written notice of retirement or resignation effective the end of the then current school year to the Clerk of the Board of Education on or before December 15 of that school year, such payment to be made at the end of the school year.
- 9.8 The district will compensate certified teaching employees for substitute teaching during their preparation period at the following rate: \$15 per teaching hour or \$20 per period under a flexible (block) schedule.
- 9.9 The district will compensate certified teaching employees for supervising students at Winter and Spring Concerts at the following rate: \$15 per hour of supervision.

ARTICLE 10

SALARY SCHEDULE

- 10.1 The Base Salary shall be \$33,900 for the 2007-2008 school year. See "Salary Schedule" attached as Appendix A.
- 10.2 The initial placement of returning certified employees on the salary schedule in the 2005-2006 school year may not be appealed after ratification of the contract by both parties. New employees beginning in the 2006-2007 school year may be placed on the salary schedule on the step deemed appropriate by the Superintendent, provided it is consistent with the placement of similarly educated and experienced staff.
- 10.3 Horizontal movement on the salary schedule is based on degree and credit hours. A certified employee may only move one horizontal column per school year.
- 10.4 The vertical steps on the salary schedule are not numbered and therefore do not imply a correlation between vertical step and educational experience. In order for a certified staff

member to acquire a vertical step, that person must have met both criteria one and two below, and additionally either criteria three or four.

1. Complete a full year of service.
2. Completion of twenty-four (24) hours of professional development activities outside the regular duty day in the previous school year. A portfolio of professional development activity must be maintained to document this time. Activities designed to improve instructional effectiveness, to provide deeper content knowledge, and or to maintain currency on educational issues, particularly as those issues relate to strategies that will improve student achievement, would be appropriate activities. The individual's professional development plan must include the school improvement goals, and must be developed collaboratively with building administration. The individual's professional development plan must be approved by the USD 246 Professional Development Committee.
3. The building the certified employee was assigned to is accredited, accredited on improvement, or conditionally accredited by the Kansas State Department of Education.
4. Completion of an additional twenty-four (24) hours of professional development activities beyond those stipulated in criteria #2 outside the regular duty day in the previous school year. The documentation and all other procedures would be the same as for criteria #2.

ARTICLE 11

SUPPLEMENTAL SCHEDULE

- 11.1 See "Supplemental Schedule" attached as Appendix C.
- 11.2 Beginning with the 2006-2007 school year, all supplemental duty salaries will be calculated from the leftmost cell in the salary schedule corresponding with the number of full-time equivalent years of experience in USD 246 in that supplemental activity and at that building level. (Step A = 1 year, Step B = 2 years, Step C = 3 years, etc.)
- 11.3 The Superintendent may determine the initial placement step for head coaches in high school activities.
- 11.4 Coaches and sponsors with continuous supplemental duty experience shall advance two steps per year until the step placement and experience described in 11.2 match.
- 11.5 In the event any supplemental activity qualifies for an extended season, the coach/sponsor shall earn additional compensation. That amount shall be determined by

calculating the approximate weekly compensation. The coach/ sponsor shall earn that amount for each additional week of administratively approved practices and competition.

ARTICLE 12

FRINGE BENEFITS

- 12.1 As a supplement to the Cafeteria Plan, the Board of Education will purchase a single district health insurance plan and dental insurance plan for each teacher. A teacher may elect to decline this coverage if he/she is on Medicare or Veterans benefits.
- 12.2 As a supplement to the Cafeteria Plan, the School District shall make available a voluntary salary reduction plan, or Tax Sheltered Annuity, under Section 403(b) of the Internal Revenue Code.
- 12.3 Payroll deductions for common carrier insurance premiums will be made if the employee authorizes such deductions.
- 12.4 Payroll deductions for NEA and KNEA dues (but not Northeast Educational Association dues or other local assessments) will be made if the Teacher authorizes such deductions in writing.

ARTICLE 13

EVALUATION PROCEDURE

- 13.1 The evaluator shall establish a time to review the Teacher evaluation process, including procedures, criteria and forms, with each new Teacher and to other interested Teachers during the first month of school.
- 13.2 Copies of the procedures, criteria and forms will be provided to each Teacher during the first month of school.
- 13.3 A Teacher in his or her first three consecutive years of employment in the School District shall be evaluated at least two (2) times. One evaluation and conference shall be completed on or before the sixtieth school day of the first semester. Another evaluation and conference shall be completed on or before the sixtieth school day of the second semester. Each Teacher may be evaluated at any time and with such frequency as the Administrator deems appropriate.
- 13.4 Beginning with the fourth consecutive year of employment of the Teacher in the School District, each Teacher shall be evaluated at least one (1) time every three (3) years. The evaluation and conference shall be completed on or before February 15 of such

evaluation year. Each Teacher may be evaluated at any time and with such frequency as the Administrator deems appropriate.

- 13.5 The Teacher may request a classroom visitation by the evaluator at any time during the school year.
- 13.6 The process of evaluation shall consist of the following:
 - a. Orientation of procedure by evaluator;
 - b. Two or more classroom observations followed by a copy of the observation notes and an opportunity to discuss them with the evaluator;
 - c. Conference to discuss evaluation report filled out by the evaluator.
 - d. Teachers are encouraged, but not required, to provide the evaluator with a written self-evaluation that addresses the evaluation criteria prior to the final evaluation report.
- 13.7 In addition to the formalized evaluation procedure, it is expected that frequent conferences between Teacher and evaluator of a more informal nature will take place concerning the improvement of Teacher performance.
- 13.8 The evaluator shall make at least two classroom observations of not less than thirty (30) minutes each prior to the completion of the Teacher evaluation report. A “classroom visitation” report shall be completed after each observation and provided to the teacher along with the opportunity for the teacher to discuss the report with the evaluator. Consideration will be given to individual Teacher requests to review the “classroom visitation” report to acknowledge that the information has been discussed with the Teacher and a copy has been received. The evaluator will confer privately with the Teacher. This meeting shall occur promptly and at a time and date mutually agreed upon.
- 13.9 The Teacher evaluation report shall be completed by the evaluator prior to the conference with the Teacher. The report shall be signed by the evaluator and by the Teacher acknowledging that a conference has been held and that the Teacher is aware of the contents of the report. The Teacher shall be offered the opportunity to affix to the report within two (2) weeks after the conference a rebuttal of any portion of the report which the Teacher feels is inaccurate, unfair or incomplete.
- 13.10 Signed copies of the Teacher evaluation report shall be made for the evaluator, Teacher and superintendent.
- 13.11 A rating of “1” (unsatisfactory performance) or “2” (needs improvement) shall require mandatory comment by the evaluator. Ratings of “1” or “2” must be accompanied by suggestions for improvement. The Principal may require a self-improvement plan for any employee.
- 13.12 Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated employee, the Board, the Board’s attorney, administrative staff making same, State Board of Education as provided in

K.S.A. # 72-7515, the board and administrative staff of any school to which the employee applies for employment, and other persons specified by the employee in writing pursuant to K.S.A. # 72-9005.

ARTICLE 14

DISMISSAL OF TEACHERS

- 14.1 The Board of Education considers the following as justifiable reasons for termination of Teachers:
- a. Serious disturbance or injury to the mental or physical health of children.
 - b. Inability or unwillingness to cooperate with the administration of the school or with Teachers or parents.
 - c. Inability to manage the classroom, inaptitude in human relations or teaching ability.
 - d. Participation in unauthorized demonstrations during school hours.
 - e. Mental and/or physical illness.
- 14.2 Failure on the part of the School District to terminate a Teacher for one of the reasons enumerated in Section 14.1 above shall not preclude termination of that same Teacher or of another Teacher for one of those enumerated reasons at a later date.

ARTICLE 15

GRIEVANCE PROCEDURES

- 15.1 A grievance that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement may be claimed by a Teacher or by a group of Teachers.
- 15.2 Rules:
- a. The purpose of this Article is to provide for settlement of Teachers' grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level in the procedure.
 - b. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants. This file will be open for review by the aggrieved upon request.
 - c. The filing of a grievance will not reflect unfavorably upon any Teacher.
 - d. It shall be the right of any individual Teacher to drop any grievance at any step in the procedure.

- e. Any grievance not appealed by the Teacher within the time limits specified shall be deemed settled on the basis of the administration's last answer.
- f. No grievance shall be recognized unless it shall have been discussed with the Building Principal within five (5) days pursuant to Level One and filed in writing at the appropriate level within fifteen (15) days after the occurrence of the event which is the subject of the grievance pursuant to Level Two.
- g. A day in this procedure shall be Monday through Friday, excluding school vacations.

15.3 Procedure:

- a. Level One: If a grievance occurs, it shall first be discussed with the aggrieved person's building Principal within five (5) days after the occurrence, with the object of resolving the matter informally, at which time the aggrieved person may discuss the grievance personally. The Building Principal shall respond in writing within five (5) days after such conference.
- b. Level Two: If the grievance is not satisfactorily resolved, the aggrieved person shall file the grievance in writing with the Principal within five (5) days and may file a copy with the President of the Association. The Principal shall respond to the Teacher's written grievance orally and in writing within five (5) days of the filing thereof.
- c. Level Three: If the grievance is not resolved within the time limits established in Level Two, the aggrieved may file within five (5) days both the original grievance and the Principal's response with the Superintendent of Schools. The Superintendent shall meet with the aggrieved party or parties within ten (10) days of the filing of the written grievance and shall give a written response ten (10) days after the meeting.
- d. Level Four: The Executive Committee of Northeast Educational Organization may request a hearing of the grievance before the Board of Education. The request for a hearing shall be filed ten (10) days prior to the next regularly scheduled Board of Education meeting. The Board shall conduct a hearing of the grievance and will respond in writing within sixty (60) days of the hearing to the Northeast Educational Organization and the aggrieved party.
- e. Any violation of time specifications by the aggrieved party automatically results in waiver of grievance.

ARTICLE 16

SICK LEAVE BANK

- 16.1 The sick leave bank is a system whereby, on a voluntary basis, an employee will contribute two of his/her sick leave days to the bank and be eligible to request from the bank in the event the employee has need for more days than he/she has accumulated.

16.2 A committee consisting of two employees, one administrator, and one board member shall be the Trustees of the sick leave bank. The committee shall be selected by the appropriate groups at the end of each school year, to take office at the beginning of the following year. Duties of the committee shall be:

- a. Initiate a meeting of the committee during the first month of school and select a chairman and a secretary of the committee.
- b. Inform employees at the beginning of each year of the existence of the bank and membership requirements. They will solicit membership and receive employee contributions prior to September 15 of each year.
- c. Receive requests from employees for day(s) from the bank.
- d. Evaluate each request and grant or deny the request on, or about, May 1st by a majority vote.
- e. Inform the Superintendent's office and applicant, by means of the secretary, of the action taken by the committee and the number of days involved.

16.3 The following guidelines will apply to the regulation of the sick leave bank:

- a. To belong to the sick leave bank, an employee must contribute two (2) days of sick leave by September 15 of the school year of membership.
- b. During a given school year, an employee may request days from the sick leave bank as needed, but never more than he/she had accumulated under the district's sick leave policy on the first day of the present school year.
- c. An employee may not receive sick leave days from the bank until all of his/her sick leave days have been used under the district's sick leave policy.
- d. An employee may not receive sick leave days from the bank if he/she is receiving pay from workmen's compensation.
- e. An application must include a written statement concerning the inability of an applicant to work, and a statement from the applicant's physician certifying that the employee is incapable of performing his/her duties as a result of prolonged illness or disability.
- f. Request for days from the bank shall be made to the chairman of the committee within ten (10) days after returning to work, and on the form supplied by the committee.
- g. Requested sick leave days will be distributed when approved.
- h. On or about July 1, 1993, the Board of Education made a one-time contribution of one hundred-fifty (150) days to the School District's sick leave bank, to be added to those days, if any, then aggregated in the sick leave bank as of June 30, 1993. Thereafter, additional days will be accumulated in the sick leave bank only through the contribution of additional days by participating Teachers pursuant to Sections 16.1 and 16.3.a. above. There shall be no limit on the aggregate number of days that can be accumulated in the sick leave bank.
- i. Once a Teacher has contributed sick leave days to the sick leave bank, those contributed days may not later be reclaimed or withdrawn by the Teacher, even if the Teacher ceases to be a participant in the sick leave bank. Days contributed to

the sick leave bank are not considered in the calculation of any sick leave or other benefits payable upon retirement.

ARTICLE 17

SEVERABILITY

- 17.1 If any provision of this Agreement, any clause, paragraph, section or article, is found to be prohibited or unenforceable in the State of Kansas, as determined by a court of competent jurisdiction, that provision shall be ineffective only to the extent of such prohibition or unenforceability without invalidating or making unenforceable any remaining provisions of this Agreement. (K.S.A. # 72-5425).

ARTICLE 18

DURATION OF AGREEMENT

- 18.1 This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement. The Board and the Association agree to the commitments contained herein and give them full force and effect.
- 18.2 The Agreement shall become effective August 14, 2007, and remain in full force and effect to and including August 31, 2008.

ARTICLE 19

TEACHER DRESS CODE

- 19.1 Certified staff members are models for all students in the school; therefore they have a responsibility to model appropriate, professional dress.

ARTICLE 20

TEACHER IN SERVICE

- 20.1 Teachers will not be required to attend in service if the presentation does not directly pertain to staff development, i.e. health insurance.

ARTICLE 21

REDUCTIONS IN PERSONNEL

- 21.1 In the event the Board decides that the number of the Teachers must be reduced, the following guidelines will be followed. Reduction will be accomplished by the following steps:
- a. attrition due to retirements and/or resignations;
 - b. non-renewal of non-tenured teachers;
 - c. a determination by the Board (as outlined below).
- 21.2 To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the District to meet the educational goals established by the Board. The number of teachers needed to implement the District's educational program will then be determined by the administrative staff based on those educational goals as determined by the Board.
- 21.3 All teachers will be evaluated in relation to the educational goals of the District using the rubric contained in the Appendix of this Agreement.
- 21.4 In the event two or more tenured teachers competing for the same position receive the same score on the rubric, the teacher that was employed first, provided the service has been uninterrupted, shall be retained.)
- 21.5 Any certified employee who has not been re-employed as a result of reduction of Professional Employees shall be considered for re-employment if vacancies exist for which the teacher would qualify.
- 21.6 It shall be the responsibility of the Professional Employee to notify the District of his/her address and teaching positions desired. In order to be notified of possible re-employment, the application must be made within thirty (30) days after the employee received a non-renewal notice. The Board shall not be required to consider reinstatement of any such employee after a period of one year from the date of non-renewal.
- 21.7 Due process rights are not waived by the policy.

SEE RUBRIC – APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 14th day of August, 2007.

NORTHEAST EDUCATIONAL
ORGANIZATION

BOARD OF EDUCATION,
NORTHEAST UNIFIED SCHOOL
DISTRICT NO. 246

By _____
Piper Richardson, President

By _____
Carl E. Broyles, President