

NEGOTIATED
AGREEMENT

USD 417
Teachers' Association
and
Board of Education

2007-2008

TABLE OF CONTENTS

Article I	Duties, Prerogatives, etc. of the BOE.....	3
Article II	Change in Agreement	3
Article III	Savings Clause	3
Article IV	Mileage Expense	3
Article V	Fringe Benefits	4
Article VI	Leave Agreements	6
Article VII	Duty Free Lunch Periods	12
Article VIII	Planning Time	12
Article IX	Salary	13
Article X	Procedure for Adjusting Grievances	19
Article XI	Student Teacher Reimbursement	22
Article XII	Written Communications.....	22
Article XIII	High School Schedule	22
Article XIV	Reduction in Force.	22
Article XV	Spring Vacation.....	24
Article XVI	Administration of the Master Contract.....	25
Article XVII	Early Retirement	25
Article XVIII	Evaluation Process	26
Article XIX	Inclement Weather	28
Article XX	Resignations.....	28

UNIFIED SCHOOL DISTRICT #417
NEGOTIATED AGREEMENT
2007-2008

This Agreement is made and entered into by and between the Unified School District #417 in the counties of Morris, Wabaunsee, Lyon, and Geary, State of Kansas, and the Teachers' Association of Unified School District 417 for the school year of 2007-2008.

ARTICLE I DUTIES, PREROGATIVES, ETC. OF THE BOARD OF EDUCATION

That it is understood all of the duties, prerogatives and rights of the Board of Education to manage, control and direct the business and activities of the school district are vested in and retained by the Board of Education, including, but not limited to the assignment and direction of its employees. The Board does recognize its responsibility and duty to negotiate with Teachers as stated in current state law.

ARTICLE II CHANGE IN AGREEMENT

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

ARTICLE III SAVINGS CLAUSE

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

ARTICLE IV MILEAGE EXPENSE

The Board of Education will pay mileage expenses for any necessary travel incurred in the performance of assigned duties and while otherwise carrying out the functions of USD 417 as approved. The mileage rate to be as established by the Secretary of Administration of the State of Kansas as of July 1 of the current contract year. Payment for travel expense must be for travel approved in advance by the Board of Education or their authorized representative.

ARTICLE V FRINGE BENEFITS

A. Group Health Insurance

The Board of Education shall establish and maintain a group health insurance plan for USD 417 certified employees covered by this Agreement. The Board of Education shall pay an amount equal to the annual premium of a single health insurance membership for each full-time certified employee toward the monthly premium for a single health insurance policy. The Board shall provide plan information to explain the plan benefits. The Board's contribution will be pro-rated for those certified employees employed less than full-time.

In the event a husband and wife are both employed by USD #417, the amount contributed by the Board toward the two single memberships may be applied toward an employee/spouse plan or a family plan. In no case will the Board contribution exceed the plan amount.

The specific benefits provided by such group medical insurance plan shall be reviewed by a health insurance benefits advisory committee comprised of two board members, two administrators, three teachers, and one classified employee who shall make written recommendations regarding benefits to the Association and the Board, or its designated representative.

If the board receives notice of any of the following conditions from the district's health insurance provider:

- a. notice of change in premium rates to a level deemed excessive by the board,
- b. notice of unilateral modification of current coverage, or
- c. notice the provider will cease issuing present coverage,

then, the Board will notify the Association and the health insurance benefits advisory committee immediately of those conditions. Within ten (10) business days of the Board's, Association's, and health insurance benefits advisory committee's notifications of the conditions, then the committee will make recommendations regarding benefits to the Associations and the Board. Upon receipt of such recommendations, the Association and the Board's designated representative shall meet within five (5) business days for the purpose of reaching agreement on the benefits to be provided by the group health insurance plan.

If the Board's designee and the Association are unable to reach agreement on the benefits to be provided, then, in that event, the recommendations of the health insurance benefits advisory committee shall be adopted as the benefits to be provided by the school district's group health insurance plan. In the event the committee makes no recommendations to the Association and the Board's designated representative within ten (10) business days, then the Board shall have the right

to take such action regarding such group medical insurance plan as it deems in the best interest of its employees.

Certified employees who were employed by the school district prior to the 1993-94 school year shall have the option of taking cash in lieu of enrollment in the school district's group health insurance plan, with the cash payment to be paid monthly in an amount equal to the Board's monthly dollar payment, as set forth above, less applicable payroll taxes and KPERS contribution. Certified employees who drop their participation in the district health insurance plan will not be eligible for the cash option.

B. Information for Early Retirees

Less than 60 years of age (10 years continuous employment in USD 417 and KPERS qualified 85 is required):

An employee is eligible for a maximum of three years board paid membership in USD 417 district health insurance plan. The monthly amount contributed by USD 417 will be limited to the amount contributed to a currently employed certified teacher for membership in the district health insurance plan.

60-64 years of age (5 years continuous employment in USD 417 is required):

USD 417 will contribute toward membership premiums in the district health insurance plan for the retirement between ages 60 and 64 to the date at which the retiring employee reaches 65. The monthly amount contributed by USD 417 will be limited to the amount contributed to a currently employed certified teacher for membership in the district health insurance plan.

The plan administrator and insurance company respecting such health insurance plan shall be as the Board, in its full and sole discretion, determines.

C. Salary Reduction Plan

The Board of Education shall establish and administer a salary reduction plan under Internal Revenue Code Section 125. The amount of salary to be reduced shall not exceed the sum authorized by Internal Revenue Code Section 125. Certified employees may select any combination of health insurance, salary protection insurance, cancer insurance, unreimbursed medical expenses, and day care expenses as non-taxable fringe benefits. The dollar amount not designated as fringe benefits will be paid in cash, less taxes as required by IRS regulations and USD 417 obligations for FICA, Medicare, and unemployment insurance.

ARTICLE VI LEAVE AGREEMENTS

A. Sick Leave

There shall be no loss of salary for absence from work occasioned by illness of any certified employee or illness or death in the immediate family of the employee or the quarantine of the employee until after the employee has been absent from work ten (10) days in any one school year; or until after accumulated benefits provided herein have been absorbed. Sick leave may be used in increments of 1/4 day. An employee shall be credited with ten (10) days loss of time each year for the above stated reasons or for days loss of time as hereinafter provided:

A temporary disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom will be included in this policy. This disability shall be defined as a condition which precludes the employee from performing the duties normally required of her under the contract of employment. No employee shall be deprived of any other benefit because of maternity.

Sick leave days may accrue each year until 70 days have been accumulated. Any teacher who completes a school year in USD 417 with more than 60 days of accrued sick leave will be reimbursed at \$20.00 per day for each day in excess of 60 days. Said reimbursement will be included in the June or July payroll.

Upon request by the Board of Education or their representative, loss of time due to illness in excess of two (2) days must be verified by the physician and presented to the Clerk of the Board of Education.

An experienced certified staff member may transfer in up to ten (10) days accumulated sick leave from another accredited school district for work experience earned during the preceding years. The certified staff member is responsible for providing written certification of accumulated sick leave from the other district.

Request for payment of salary during absence from work for reasons other than those mentioned in this policy, must be in writing and must be approved by the Board of Education, or their representative, in advance of the absence.

Deductions from salaries for unapproved absences or sick days beyond those accrued shall be computed on a daily basis by dividing the teacher's annual salary by the number of duty days in

the teacher's teaching contract. The amount of combined leave benefits shall not exceed a regular daily rate of pay.

In the case of death, the term “immediate family” shall be construed to include father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, husband, wife, child, step-child, grandfather, grandfather-in-law, grandmother, grandmother-in-law, grandchild, son-in-law, daughter-in-law; step-mother and step-father. One day of sick leave may be used to attend the funeral of any aunt or uncle, niece or nephew, of a teacher or the teacher’s spouse.

In the case of illness or hospitalization, the term “immediate family” shall include the teacher's children and their spouse, the teacher's and the teacher's spouse's parents, the teacher's siblings, the teacher's grandchildren, and the persons living in the teacher's home.

Any employee who shall resign because of illness before the end of the contractual term and, after having received all accumulated leave benefits, shall be settled with on the proper pro rata basis for months served and for days sick leave allowed.

1. CHILDBIRTH AND RECOVERY THEREFROM

a. **NORMAL CHILDBIRTH:** In the event of normal childbirth it is agreed that a period of 42 calendar days following the birth is sufficient recovery time to allow the teacher to resume her regular teaching duties. Said recovery period shall begin on the first day following the birth of the child. Pay for all regular duty days falling within the 42 calendar day period shall be covered by and limited to the accumulated sick leave days of the teacher. Family medical leave is available for those wishing to extend this time.

b. **MEDICAL COMPLICATIONS:** In the event of medical complications due to childbirth, additional recovery time and/or additional sick leave will be considered and may be granted upon written verification of the complication by the teacher’s physician.

c. **FAMILY MEDICAL LEAVE**

District employees shall be provided family and medical leave as provided by a plan approved by the board and required by current federal law and regulations. The plan for providing leave under this policy shall be filed with the clerk of the board and made available to all staff at the beginning of each school year.

2. SICK LEAVE BANK

a. **PURPOSE:** The purpose of the sick leave bank is to provide temporary relief (beyond accumulated individual sick leave) from loss of pay due to severe illness, major surgery or other circumstances as approved by the Sick Leave Bank Committee.

b. **MEMBERSHIP:** Membership in the USD 417 sick leave bank is restricted to certified employees of the district. Annual membership in the sick leave bank is accomplished by donating one (1) day of individual sick leave to the bank. Certified employees may not donate more than one day of sick leave per year.

c. **MAXIMUM ACCUMULATION:** Maximum accumulation in the district sick leave bank shall be 180 days. Once the maximum number of days are accumulated, near maximum levels shall be maintained by allowing donations in the following order:

1. New teachers will be allowed to donate to the bank for membership. (Even if maximum accumulation has been realized).
2. Donations by members with maximum individual accumulation of sick leave.
3. Donations by the general membership in ascending order of teaching experience.

d. **SICK LEAVE BANK COMMITTEE:**

1. Membership - The Professional Development Council will serve as the sick leave bank committee.
2. Decisions of the committee are final and may not be appealed. Six affirming votes are required to approve a request for sick leave bank days.

e. **REQUESTS:** Requests for sick bank days shall be forwarded to the Superintendent within ten (10) days following the depletion of the member's individual sick leave accumulation. Requests may be filed in behalf of the incapacitated member by any member of the sick leave bank committee. The requesting member may appear before the committee, or provide medical records, to support the request for days from the bank.

f. **LIMITATIONS:** Sick leave bank days may be awarded only to a bank member for personal or employee spouse or children's illness, injury, or surgery. Childcare and short-term illnesses such as common colds and influenza will not be considered for awarding of sick leave bank days. The committee may require a physician's confirmation of illness or injury. No individual may be granted more than 36 days of sick leave bank in any one school year.

g. SALARY PROTECTION: Salary protection for the first ten (10) sick leave bank days awarded to an individual will be at the rate of \$85 per day. Any additional days to the same individual in any one school year will be awarded at the rate of \$60 per day.

B. PROFESSIONAL LEAVE

All certified employees shall be eligible to apply for professional leave. Professional development leave shall be used for attendance at professional seminars and/or programs as approved by the Superintendent or his/her designee. A request for professional development leave shall be submitted at least two (2) weeks prior to the date of the leave to the building principal on forms prepared by the Superintendent. The request shall either be approved or denied by the Superintendent, or his/her designee, at least one (1) week prior to the date of the requested leave.

When professional leave is initiated by the certified employee and approved by the administration, all expenses, excluding substitute teacher pay, shall be borne by the staff member. If the administration requests a staff member to attend a professional leave activity, the school district shall pay all reasonable and necessary expenses associated with the certified employee's attendance at professional development programs and seminars. The certified employee shall be required to submit receipts for all such expenses to be reimbursed.

C. LEGAL LEAVE

Legal leave shall mean and include time away from the job for the purpose of prosecuting or defending a legal action or in testifying in either a court of law or before an administrative body. Legal leaves without pay may be granted by the Superintendent. If the employee desires not to have a deduction made from his salary for such legal leave, he shall make application therefore to the Board of Education by filing a request with the Superintendent of Schools within ten (10) days following his return from such legal leave, which request shall explain in full the nature of the leave and the reasons why the employee is of the opinion his salary should not be docked or reduced because of such leave.

D. PERSONAL LEAVE

The Board of Education will credit each certified employee with two (2) days of personal leave with full pay at the beginning of each year of employment with USD 417. Personal leave may accumulate to six (6) days and may be used in increments of 1/4 day. One current sick leave day may be converted to use as a personal day if no additional personal days are available. This day may not be accumulated as a personal day.

The following limitations will apply to the use of personal leave:

1. Requests for personal leave must be submitted in writing to the building principal not less than five (5) days prior to the requested day of leave.
2. Employees will not be granted personal leave on the first or last day of the school calendar.
3. The number of personal leave days granted for any one day shall not exceed ten (10) percent of the attendance center staff.
4. The above limitations may be waived by the building principal in cases of emergency.

Copies of approved personal leave requests will be forwarded to the central office for record-keeping purposes. All certified employees shall receive a monthly record of unused personal leave days. If non-accumulated personal leave days are requested and used, pay will be deducted.

E. EMERGENCY LEAVE

Emergency leave shall be defined as leave necessitated by weather conditions which prohibit the teacher from reporting for assigned teaching duties. In such cases the certified employee will choose between two options.

- (1) Using a sick leave day with no deduction in pay.
- (2) Having the current daily rate for substitute teachers deducted from the teacher's salary.

F. LEAVE WITHOUT PAY

Requests for leave without pay will be approved by the principal and superintendent subject to the following: 1) The request must be submitted to the principal in writing not less than five days prior to the first day of requested leave; 2) Leave without pay is limited to a maximum of five days per contract year per teacher; 3) An amount equal to the requesting teacher's annual teaching salary divided by the number of contracted duty days will be deducted from the teacher's salary for each day of leave without pay; 4) Conditions one, two and three may be waived by the principal and superintendent in cases of verifiable emergency or other just cause.

In the event a teacher's certificate expires and a current certificate is not on file at Central Office, the teacher's daily rate of pay will cease. This will continue until such time as a current certificate is on file at the District Central Office.

G. SABBATICAL LEAVE

1. **PURPOSE:** Sabbatical leave is designed to provide an opportunity to engage in professional improvement in the educational field. Sabbatical leave is limited to one year, unless approved and agreed upon by both parties prior to the sabbatical being taken.
2. **QUALIFICATIONS:** The applicant must have been employed in the school district for at least seven (7) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence with or without pay shall not be deemed a break in continuity of service. The applicant must not have been granted a sabbatical leave of absence from the district during the seven (7) consecutive years of service immediately preceding the current application. The applicant must sign an agreement to return to service with the district upon completion of the sabbatical leave and will be available to resume employment at the beginning of the next new contract year following completion of the sabbatical.
3. **APPLICATION:** Applications shall be filed with the superintendent by January 15 for leave beginning in the following September. For leave beginning the second semester, applications shall be filed by September 15. Applicants requesting sabbatical leave commencing in September shall be notified by March 15 as to the status of their application, applicants requesting leave commencing the second semester shall be notified by November 15 as to the status of their application. Applicants for sabbatical leave shall include an outlined plan for the period requested with their application forms. This plan shall be indicated on the application form or as an attached statement and shall include details of a project such as research, writing, or travel to be pursued independently by the applicant.
4. **COMPENSATION:** No compensation will be granted during the sabbatical leave. Upon return from such leave the employee shall be placed at a position on the salary schedule he would have attained had he taught in the district during such a period.
5. **STATUS ON RETURN FROM SABBATICAL LEAVE:** A teacher returning from sabbatical leave may be restored to his former teaching position, or to a position mutually agreed upon.
6. **SABBATICAL LEAVE COMMITTEE:** All applicants for sabbatical leave shall be reviewed by a committee composed of six (6) members. Three (3) teachers shall be appointed by the Association and three (3) teachers by the Board of Education. The committee shall consider the following criteria:
 - a. Merit of the applicant's proposed program;
 - b. Applicant's length of service to the district;
 - c. Distribution from the areas of elementary, intermediate, and secondary.
7. **SELECTION:** The Sabbatical Committee shall rank sabbatical leave applicants in order of recommended approval. Said list shall be submitted to the Board of Education and the final decision on sabbatical leave shall rest with the Board.

H. JURY LEAVE

Employees who are required to serve on jury duty can receive full salary during the period of such service. The employee's salary will not be reduced providing the employee submits any pay received from the court for such service to the district office. The employee must submit the appropriate leave request form. The employee shall retain reimbursement for mileage.

ARTICLE VII DUTY FREE LUNCH PERIODS

All teachers will be allowed to have a lunch period free of lunchroom supervision.

ARTICLE VIII PLANNING TIME

All Teachers in the district shall have a daily planning period free of supervisory duties. This period shall not include travel time or lunch period and shall be as equal as scheduling will permit. If planning time is waived by mutual agreement between teacher and administration, said teacher will be compensated an additional 1/7 of his/her annual base salary. If the planning time is for a period of 9 weeks or semester, the additional salary amount will be based on the teacher's daily rate of pay. When a teacher is requested by the building principal or principal's designee to substitute for a scheduled class, the teacher will be paid \$18.00 per class. Two hours shall be provided on the last day of each nine weeks grading period for planning and record keeping. In addition, a workday shall be provided at the beginning and end of the school year.

Base	\$ 30,250	\$ 950	Step	\$ 550	Column	\$ 1,000	\$ 1,200	Sup Base	\$ 30,250		
Step	BS	BS8	BS16	BS24	MS	MS10	MS20	MS30	EDS	SUPP	Step
		160	160	160	320	200	200	200	400		
1	\$ 30,250	\$ 31,250	\$ 32,250	\$ 33,250	\$ 34,450	\$ 35,450	\$ 36,450	\$ 37,450	\$ 38,450	\$ 30,250	1
2	\$ 30,800	\$ 31,800	\$ 32,800	\$ 33,800	\$ 35,000	\$ 36,000	\$ 37,000	\$ 38,000	\$ 39,000	\$ 30,800	2
3	\$ 31,350	\$ 32,350	\$ 33,350	\$ 34,350	\$ 35,550	\$ 36,550	\$ 37,550	\$ 38,550	\$ 39,550	\$ 31,350	3
4	\$ 31,900	\$ 32,900	\$ 33,900	\$ 34,900	\$ 36,100	\$ 37,100	\$ 38,100	\$ 39,100	\$ 40,100	\$ 31,900	4
5	\$ 32,450	\$ 33,450	\$ 34,450	\$ 35,450	\$ 36,650	\$ 37,650	\$ 38,650	\$ 39,650	\$ 40,650	\$ 32,450	5
6	\$ 33,000	\$ 34,000	\$ 35,000	\$ 36,000	\$ 37,200	\$ 38,200	\$ 39,200	\$ 40,200	\$ 41,200	\$ 33,000	6
7	\$ 33,550	\$ 34,550	\$ 35,550	\$ 36,550	\$ 37,750	\$ 38,750	\$ 39,750	\$ 40,750	\$ 41,750	\$ 33,550	7
8	\$ 34,100	\$ 35,100	\$ 36,100	\$ 37,100	\$ 38,300	\$ 39,300	\$ 40,300	\$ 41,300	\$ 42,300	\$ 34,100	8
9		\$ 35,650	\$ 36,650	\$ 37,650	\$ 38,850	\$ 39,850	\$ 40,850	\$ 41,850	\$ 42,850	\$ 34,650	9
10			\$ 37,200	\$ 38,200	\$ 39,400	\$ 40,400	\$ 41,400	\$ 42,400	\$ 43,400	\$ 35,200	10
11			\$ 37,750	\$ 38,750	\$ 39,950	\$ 40,950	\$ 41,950	\$ 42,950	\$ 43,950	\$ 35,750	11
12				\$ 39,300	\$ 40,500	\$ 41,500	\$ 42,500	\$ 43,500	\$ 44,500	\$ 36,300	12
13					\$ 41,050	\$ 42,050	\$ 43,050	\$ 44,050	\$ 45,050	\$ 36,850	13
14					\$ 41,600	\$ 42,600	\$ 43,600	\$ 44,600	\$ 45,600	\$ 37,400	14
15						\$ 43,150	\$ 44,150	\$ 45,150	\$ 46,150	\$ 37,950	15
16							\$ 44,700	\$ 45,700	\$ 46,700	\$ 38,500	16
17								\$ 46,250	\$ 47,250	\$ 39,050	17
18								\$ 46,800	\$ 47,800	\$ 39,600	18
19								\$ 47,350	\$ 48,350	\$ 40,150	19
20									\$ 48,900	\$ 40,700	20
21									\$ 49,450	\$ 41,250	21

ARTICLE IX SALARY

The salary schedule for Unified School District #417 is an attempt to attract and retain the very best professional staff for our students.

A. Incoming Teachers: New teachers to USD 417 will be placed on the salary schedule as recommended by the superintendent and approved by the Board of Education, but no teacher may be granted degree or experience credit beyond that actually earned.

B. Advancement on the salary schedule: Satisfactory professional service is a requirement to advance on the schedule. Judgment of satisfactory professional service is to be made by administrators and the Board of Education. A teacher may be credited with no more than one (1) annual increment (vertical step) and one (1) column (horizontal) increment each year.

1. Horizontal advancement on the salary schedule may be accomplished using either of the following methods:

a. By accumulation of college graduate hours* and degrees granted by accredited institutions of higher learning, or

b. The Board will allow knowledge credits earned on non-contract hours for professional development to apply toward movement on the salary schedule. College graduate hours or professional development points earned prior to January 1, 1984 may not be used for salary schedule advancement via an individual professional development plan. For those with baccalaureate degrees, at least one-half of earned professional development points must be through college/university credit. For advancement into the Masters column, a Masters Degree must be attained from an accredited institution of higher learning subject to the timetable set forth below. Advancement past the Masters column when the Masters Degree was attained from an accredited institution may be by professional development points, college credit hours, or any combination of the two methods. If advancement into Masters column was with professional development points under an earlier negotiated agreement, further movement must include at least 50% professional development points (other than college hours).

The criteria for movement into the Masters Column are as follows:

Teachers employed during the 2006-2007 school year	Option 1: Move with use of PDC points through and including school year 2010-2011. Option 2: Earn and be awarded a Masters Degree from an accredited institution of higher learning
Teachers hired for the 2007-2008 and subsequent school years	Must earn and be awarded a Masters Degree from an accredited institution of high learning

Beginning in School Year 2011-2012 all staff	Must earn and be awarded a Masters Degree from an accredited institution of higher learning for movement into the Masters column. No PDC points will count for movement into the Masters Column.
--	--

* Undergraduate hours may be used if specific to the assigned teaching field to address specifically needed training, or for preparation in a second teaching field, if approved in advance by the Superintendent. Duplication of courses must be approved in advance by the Superintendent.

2007-2008 TEACHER'S CONTRACT
UNIFIED SCHOOL DISTRICT NO. 417
MORRIS COUNTY, KANSAS

This contract, made and entered into in duplicate, this 25th day of April, 2007, by and between the Board of Education hereinafter called the "Board" and John Doe hereinafter called the "Teacher."

The parties hereto agree that the Teacher shall be employed by the Board as an employee of said Unified School District #417, Morris County, Kansas for the school year 2007-08 as defined and scheduled by the Board, which shall include 189 duty days of teaching and other assignments as designated by the Board, at the salary of \$ 30,250 for said year, payable in twelve equal installments, on the 20th of the month or the last working day before the 20th, subject to the following terms and conditions:

1. The services to be performed by the Teacher hereunder shall be as determined and assigned by the Superintendent of Schools, and Teacher shall be subject to the policies, orders, rules and regulations of the Board; however, said policies, orders, rules, and regulations are not part of this contract. The Board reserves the right to transfer or reassign the Teacher to any other school, or to any educational project or program of the school district for which the Teacher is qualified.
2. This contract is contingent upon the Teacher being and remaining certified during the term of employment, hereunder with respect to the position for which the Teacher is employed as provided by law; and in the event the Teacher shall be unable to furnish to and maintain with the Board an applicable Kansas Instructor's Certificate to be in full force and effect during the term of employment hereunder, the teacher's daily rate of pay will cease until a current certificate is on file at the District Central Office.
3. As a condition to entering employment, the Teacher is required to submit a Certification of Health signed by a licensed physician, the expense thereof to be borne by the Teacher, as provided by K.S.A. 72-5213.
4. In the event the employment of the Teacher hereunder shall be terminated for any reason prior to the expiration of the school year, the salary as herein before specified shall be adjusted and paid on the basis of that amount, which when added to the compensation theretofore said, shall bear the same relationship to the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined and scheduled by the Board.
5. In the event the Teacher is absent from duty except as specified, deduction shall be made from the salary for each day of absence as provided by the rules and regulations of the master negotiated agreement. Deductions shall not be made in the event such absence is covered by sick leave or the result of another authorized absence in accordance with the subject to the rules and regulations of the Board.
6. This contract is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments thereof of supplements thereto respectively.
7. Notwithstanding any other provision to the contrary, this contract is subject to termination by the employing board of education, without further proceedings and without reference to any other law or contractual arrangement, if the results of the criminal history records check required by state law reveal this employee has been convicted of any offense, or of any attempt to commit any offense, specified in K.S.A. 1999 Supp.72-1397, and amendments thereto.
8. The teacher shall have thirty (30) calendar days from the date of issuance of the contract to review the contract and to request correction of inaccuracies, should they exist.

WITNESS OUR HANDS ON THE DAY AND YEAR FIRST ABOVE WRITTEN

Teacher

President, BOE
(by Authority and Direction)

Attest: _____

Clerk, BOE

2. Transcripts: Applications for horizontal movement on the salary schedule must be filed with the Clerk of the Board by June 1 for the first semester horizontal moves and December 1 for second semester moves. Grade cards, transcripts, or other verification of completion of college hours or PDP credit must be filed with the Clerk of the Board by September 1 and February 1 respectively to qualify for salary adjustment. Second semester movement will be reflected on the March payroll.

3. The Board of Education shall withhold the annual increment of any teacher whose services the Board of Education deems unsatisfactory and who is placed on probation by the regular Board of Education Evaluation Policy. The Board of Education has the sole power of judgment in cases of this nature. When a staff member is removed from probationary salary status, he or she shall be placed on the salary schedule according to qualifications the following year.

4. For each additional month a teacher may be employed, he shall be paid at the rate of 10% of base salary for each month.

5. Specialists (guidance, speech, therapist, school psychologist, special education, reading, etc.) may receive additional compensation above the salary schedule.

6. For each additional day a teacher may be employed, he/she shall be paid at the daily rate of pay.

C. EXTRA-DUTY PAY

Teachers will be paid \$18 per hour (assigned by CO administration or building principals) for:

Curriculum development

Textbook selection

Local Consolidated Plan Committee

PDC committee work

Detention supervisor

Driver's Education driving instructor

Technology committee

QPA committee

SIP committee

Subject Area Council

District Academic Council

VPL Training

If volunteers are not available, those who are employed to fulfill specific extra duties in association with extra-curricular activities will be compensated per duty as follows:

Extra-Curricular Duties:

Timers, Scorers, Chain-Gang	\$15 (\$7.50/hr beyond 1 1/2 hrs)
Gate Keepers	\$10 (\$7.00/hr beyond 1 1/2 hrs)
Class Sponsor	\$500/year
Prom Sponsor	\$500/year
Club Sponsor	\$250/year
Student supervision during elementary music programs/plays	\$10
Director of Elem Music Programs	\$15

NOTE: If more than one sponsor appointed, the amount specified shall be equally divided among the sponsors. All supplemental or extra duty positions are filled at the discretion of the Board. When a listed duty is part of a paid supplemental position, no extra duty pay will be provided.

D. PAY SCHEDULE FOR SUPPLEMENTAL ASSIGNMENTS

Pay for supplemental assignments will be calculated by multiplying the listed percentage times the appropriate experience step in the supplemental column of the teacher salary schedule. Vertical increments are limited to one step per school year.

<u>HIGH SCHOOL</u>	<u>PERCENTAGE</u>
Head Football	11.5
Assistant Football	6.5
Head Volleyball	11.5
Assistant Volleyball	6.5
Cross Country	7
Assistant Cross Country	4
Head Basketball	11.5
Assistant Basketball	6.5
Wrestling	11.5
Assistant Wrestling	6.5
Head Track	11.5
Assistant Track	6.5
Head Baseball/Softball	11.5
Assistant Baseball/Softball	6.5
Head Golf	7

Weight Training	5
Pep Club/Cheerleading	6
Vocal Music	11
Instrumental Music	11
Speech/Drama	11
Yearbook	4
Newspaper	2
Bravettes	6
Scholars Bowl	6
FFA	12
FCCLA	8
Student Senate Sponsor	2

ELEMENTARY

Head	7
Assistant	4
Pep Club/Cheerleading	4
Head Wrestling	4
Assistant Wrestling	2
Quiz Bowl (league)	2
Student Council	1
Title I Coordinator	3
Elementary/Middle School Yearbook	1

Specific assignments may be shared with pay for the assignment shared as agreed upon by involved Teachers and Administrators.

ARTICLE X PROCEDURE FOR ADJUSTING GRIEVANCES

A. PURPOSE: The purpose of this procedure is to provide for the orderly and expedient adjustment of grievances of employees of Unified School District #417, Morris County, Kansas, at the lowest possible level.

B. DEFINITIONS:

1. Grievance shall mean a complaint by a Teacher or group of Teachers based on any alleged violation of the terms and conditions of an employee’s contract of employment or the current negotiated agreement between the Teachers’ Association and the Board of Education.

2. “Grievant” means an employee of the Unified School District #417 in the counties of Morris, Wabaunsee, Lyon, and Geary, State of Kansas, having a grievance.

(c) Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.

C. PROCEDURES:

In General: The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom his grievance is being considered.

Level 1. A grievant shall first take up his grievance with his immediate administration superior in private informal conference(s). Every effort shall be made to adjust the grievance in an informal manner.

If the employee is dissatisfied with the outcome of the initial private conference(s), he may request a formal conference with his immediate supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead up to a solution. The formal conference shall occur within ten (10) school days of the last informal conference.

Level 2. In the event that the grievant is not satisfied with the disposition of his grievance at Level 1, or in the event that no decision is reached within ten (10) school days after the presentation of the grievance, he may appeal the matter in writing to the Superintendent of Schools.

If the grievant appeals the grievance to the Superintendent, the Superintendent or his representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) days after the appeal has been received by the Superintendent. If the grievant does not appeal the grievance to the Superintendent within thirty (30) school days after the formal conference at Level 1, the appeal of the grievance shall automatically be waived.

Level 3. If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within twenty (20) school days after the date the grievance was filed with the Superintendent or his designated representative under Level 2, then the grievant may appeal the grievance to the Board of Education for the purpose of final adjustment of the grievance by submitting a written request to the Clerk of the Board within ten (10) school days after the Superintendent or his designated representative has rendered a decision or after the expiration of said twenty (20) school days.

The Board of Education shall, within forty-five (45) calendar days after receipt of the written request, meet and confer with the grievant and render a decision to be submitted to the grievant in writing which will be the final disposition of the grievance.

D. SUPPLEMENTAL CONDITIONS:

- (1) All individuals involved, and all others who might possibly contribute to the adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
- (2) Upon the final determination of the grievance, 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 personnel file of any of the participants.
- (3) At each step of the procedure for adjusting grievances after the initial private conference(s) with his immediate administrative superior, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.
- (4) All grievance hearings shall be confidential.
- (5) All discussions and hearings shall be conducted at times other than when school is in session.
- (6) It is the responsibility of the grievant to utilize the procedure for adjusting grievances as soon as he is aware of a grievance.
- (7) Excluded from the grievance procedure shall be matters for which law mandates another method of review.
- (8) Only the employee affected may file a grievance or an appeal from levels one (1) and two (2).
- (9) The filing of a grievance at all levels shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date, and place of the event or act and the names and addresses of and witnesses thereto.

**PROCEDURAL RULES FOR CONDUCTING
A GRIEVANCE PROCEDURAL HEARING**

The following general rules will be used in conducting a grievance hearing at Level III by the Board of Education.

1. The meeting shall be conducted in executive session.
2. Every effort will be made by all participants to eliminate repetitious testimony and/or materials to the Board of Education; however, every effort will be made to give reasonable time to each party to present his case.

- 3.The grievant will make his opening remarks and present his case.
- 4.The Administration will make their opening remarks and present their findings in this case.
- 5.Witnesses will be called individually by the grievant and administration to testify before the Board. The Board may call additional witnesses and may authorize witnesses being called as a group.
- 6.The grievant and Administration may ask questions of the witnesses during the time they are testifying.
- 7.The Board may ask questions of all participants during the hearing.
- 8.The grievant may make a summary statement to the Board at this time.
- 9.The Administration may make a summary statement to the Board at this time.
- 10.New material presented during the summary statement may be rebutted.
- 11.The Board of Education will take the matter under advisement and render its decision within 45 days in writing.
- 12.Pursuant to the district’s policy, entitled “Procedure for Adjusting Grievances”, the decision rendered by the Board of Education shall be the final disposition of the grievance.

ARTICLE XI STUDENT TEACHER REIMBURSEMENT

Money received by the school district for accepting a student teacher will be paid to the cooperating classroom teacher.

ARTICLE XII WRITTEN COMMUNICATIONS

District administrators shall receive copies of all written communications that are distributed on school properties by the Teachers’ Association.

ARTICLE XIII HIGH SCHOOL SCHEDULE

The Board of Education and the Teachers’ Association of USD 417 agree that it is consistent with the goals and objectives of this district to establish a seven-period day at Council Grove High School. Said schedule will allow students to accumulate necessary requirements for graduation and will broaden curricular opportunities for all students.

ARTICLE XIV REDUCTION IN FORCE

A. The Kansas Constitution and Kansas statutes assign Boards of Education the responsibility for determining the composition of professional staff necessary to maintain the educational programs of Kansas school districts.

Decreasing enrollments, limited financial resources, changes in educational program needs, or other circumstances may require the number of professional employees employed by the district to be reduced.

Any decision to reduce professional staff in USD 417 will, in all cases, be at the discretion of the Board of Education. Normal attrition (resignations, retirements, and leaves of absence, etc.) will serve as the first means of achieving needed staff reductions. In the event further reduction in professional staff is necessary, it shall be accomplished in an orderly and non-discriminatory manner as provided by this agreement. The Board of Education may retain any professional employee who it deems is necessary to staff district programs including curricular, co-curricular, and extra-curricular programs of the district.

B. Definitions: For purposes of this agreement, terms shall be defined as follows:

1. Teacher: Any employee assigned to a position requiring a certificate issued by the State Department of Education, but excluding positions requiring administrative certification.
2. Temporary teacher: Any certified employee who is on a non-continuing contract. i.e., substitute teacher.
3. Part-time: Any certified employee who is assigned less than a full school day or less than five days per week.
4. Probationary teacher: Any certified teacher who has not gained tenured status with USD 417.
5. Permanent status teacher: Any certified teacher who has gained tenured status with USD 417.
6. Seniority: the period of most recent continuous employment with USD 417.
7. Subject area: the general curricular area such as mathematics, English, social science, etc.
8. Grade level: elementary (K-6), secondary (7-12).

C. Procedure: Once the Board of Education has determined that a reduction in professional staff is necessary, and that said reduction cannot be accomplished within the required time frame by normal attrition, the following procedures will be initiated:

1. The administration will recommend to the Board of Education the curricular areas and/or grade levels where reduction in staff will best address the interests of district students and needs of the school district.
2. All certified employees will be advised of the reasons for the impending reduction in staff and will be reminded of the procedures and considerations to be used in determining which professional employees will be placed on involuntary leave of absence.

3. After determining which grade level or levels require a reduction in force, the Board of Education will consider lay-offs in the following sequence:

temporary teachers;

probationary part-time teachers;

permanent status, part-time teachers;

probationary full-time teachers;

permanent status, full-time teachers.

Permanent status, part-time teachers will be offered full-time positions, if positions for which they are certified are available.

4. Concurrent with the sequential considerations listed above, the following non-prioritized factors will be considered by the administration in determining which teachers shall be recommended for involuntary leaves of absence:

a. Seniority;

b. Teaching experience within the district in specific subject matter areas and/or grade levels;

c. Teaching performance per formal evaluations;

d. Certification and transcript correlation to required assignments;

e. Evidence of recent professional development;

f. Assignability to required curricular, co-curricular, and extra-curricular programs.

D. Recall: If a professional employee on involuntary leave of absence is re-employed by the district, said employee shall be placed on the salary schedule according to experience and training with all accumulated leave and other benefits accumulated prior to the leave of absence.

Acceptance of employment with another district during the period of involuntary leave of absence will be considered a forfeit of recall opportunities in USD 417.

E. Miscellaneous: Professional employees on involuntary leaves of absence will be given preference for substitute teaching positions with the school district.

No professional employee on involuntary leave of absence will be entitled to compensation from the district, except for the performance of specific employment duties.

No action may be taken under this agreement if it will result in a violation of federal, state, or local laws.

ARTICLE XV SPRING VACATION

Five (5) spring vacation days will be designated in each school calendar. If, during the school year, the number of hours of student contact time should fall below the state requirement, the spring vacation can be decreased to compensate for the lost time up to a maximum of two days.

ARTICLE XVI ADMINISTRATION OF THE MASTER CONTRACT

Administration of negotiated agreements is the responsibility of both the Board of Education and the Teachers Association. To address this joint responsibility, fall workshops will be conducted each year to insure that all participants in the agreement understand the contents of the Master Contract. The superintendent of schools shall conduct said workshop for members of the Board of Education and all district administrators. Officers of the Teachers' Association will conduct said workshop for all non-administrative certified employees of the school district.

ARTICLE XVII EARLY RETIREMENT

The purpose of this early retirement program is to allow certified employees to retire early. As a measure of appreciation for their services on behalf of the district, the program provides a cash benefit. The early retirement program will provide benefits pro-rated equal to the assignment at the time of retirement:

CASH BENEFIT

USD 417 will provide a cash benefit to the retiring employee based upon the employee's salary at the time of retirement multiplied times the combined factors of age, years of experience in USD 417, and column placement on the salary schedule at the time of retirement.

The factors for determining retirement benefits are shown below:

Age:	Less than 60	60	61	62	63	64
	5%	15%	13%	11%	9%	7%
Years in District:						
	30+	25-29	20-24	15-19	10-14	5-9
	15%	12%	10%	8%	6%	4%
Column Placement:						
	EDS	MS30	MS20	MS10	MS	
	5%	4%	3%	2%	1%	

Certified employees must submit a written request to the Board of Education prior to April 1 preceding the anticipated retirement date. To correspond with KPERS retirement dates, teachers may elect July 1 or August 1 as the date of retirement. Payment will be made in one lump sum within 60 days following the KPERS retirement date, unless other arrangements are approved by the superintendent. The cash benefit will be paid into an employer sponsored 403(b) account.

The parties will form a representative committee of 8 members to consider the financial impact of the current program and to explore alternatives that mutually benefit both parties. The board and the association shall each appoint four (4) committee members. This committee will report on progress prior to the 2006-2007 negotiations

EARLY NOTICE PROVISION

The purpose of this early notice provision is to encourage retiring staff to provide notice before May 15 thereby providing the Board additional time to secure a replacement teacher. The board will pay any employee the amounts specified whenever notification of resignation is provided pursuant to the following schedule:

Resignation received by the Board on or before:

December 31:	\$500
February 1:	\$250
April 1:	\$100

ARTICLE XVIII EVALUATION PROCESS

The USD #417 certified employee's evaluation instrument is composed of two parts. Phase I is designed to maintain and/or improve the effectiveness of employees in their areas of responsibility. Phase II is implemented when satisfactory progress has not been demonstrated through one or more Plans of Improvement. Phase I will include, but not be limited to, the following:

1. Pre- Conference.....August Inservice or prior to Sept. 15th

Evaluators will meet with teachers on the evaluation rotation to review procedures, forms, timelines, and responsibilities of each party in the evaluation process.

2. Formative Observation and Conference.....Ongoing process

- Teachers with less than two years experience must be evaluated twice a year, once a semester by no later than the 60th day.
- Teachers with two or three years of experience in the district must be evaluated annually by February 15.
- Teachers with four or more years of experience in the district must be evaluated at least once every three years by February 15.

Dates and duration of each observation shall be documented in the Formative Evaluation Form. Conferences will be held following each observation within ten school days.

3. Summative Evaluation Conference.....Prior to the 60th day of the semester or Feb. 15

(whichever applies)

Following the completion of the observation process a conference will be held to review the evaluator's observations and assessments; for mutual discussion of strengths and weaknesses; and to sign the Summative

Evaluation Form, or to determine a course of action for a Plan of Improvement, if necessary.

4. Plan of Improvement Conference [If necessary]60th day of the semester or Feb. 15 (whichever applies)

This conference shall include a written Plan of Improvement and the signing of the Summative Evaluation Form.

Phase II shall include continued observation and evaluation within a time frame established by the evaluator for the purpose of successfully completing a Plan of Assistance. Failure to meet the requirements of the Plan of Assistance may, upon proper documentation by the evaluator, result in non-renewal of the employment contract.

NOTE: The teacher has the option to complete the Formative and/or Summative Evaluation Form for personal self-assessment.

Certified Employee Evaluation

Areas of responsibility have been listed for the purpose of evaluation. The evaluator is to mark the rating scale: Exceeds Expectations; Meets Expectations; or Needs Improvement.

Should a teacher receive three or more Needs Improvement ratings, then:

1. The teacher will immediately be placed on the evaluation schedule, and;
2. A Plan of Improvement will be developed by the evaluator and teacher.

If the teacher does not demonstrate satisfactory progress on the Plan of Improvement after the second evaluation, then:

1. The evaluator and the teacher will develop a new Plan of Improvement, or;
2. The teacher will be placed on a Plan of Assistance.

If the Needs Improvement rating is not improved upon through the Plan of Assistance to the satisfaction of the evaluator, the evaluator may recommend that the teacher's contract not be renewed.

Performance Ratings

Exceeds Expectations: Meets all established standards and in many instances exceeds them. This rating represents a superior performance.

Meets Expectations: Meets all the standards in a satisfactory way, including a number of

instances with above standard performance.

Needs Improvement: The need for further improvement is indicated since observed performance is below standard in some portions of the responsibility.

Self-Assessment Option

An important part of any evaluation process is the opportunity for participants to use self-assessment. The teacher has the option to complete a Formative and/or Summative Evaluation Form(s). This self-assessment is to be used only by the teacher. If the teacher and evaluator agree to share information from the self-assessment during the evaluation process, it should occur only with the consent of the teacher. The self-assessment is not considered in deriving scores for the formal evaluation process.

ARTICLE XIX INCLEMENT WEATHER

When school is dismissed early because of inclement weather teachers will be expected to remain in the building and on duty for the amount of time following the dismissal of school which is required on normal school days. When school has been canceled because of inclement weather teacher will not be required to be in attendance. Make-up teaching days or inservice days may be approved by the Board of Education to fulfill the contract.

ARTICLE XX RESIGNATION

The board shall consider any certified employee's resignation which is submitted to the board in writing. The board may accept resignations from employees under contract when the resignation will be in the best interests of the district.

A certified employee who has signed a contract and accepted a teaching position in the district for the coming year or who has not resigned by the continuing contract notice deadline shall not be released from that contract to accept another position until a suitable replacement has been employed.

If the certified employee terminates employment in the district without complying with board policy, the board may petition the State Board of Education to have the teacher's certificate or license suspended.

Exit Interviews

Exit interviews may be conducted after an employee resigns.

IN WITNESS WHEREOF the parties have caused their corporate names to be hereunto subscribed by their respective president and attested by their respective secretary or clerk for the 2007-2008 school year.

ATTEST:

President,
USD 417 Teachers' Association

President
USD 417 Board of Education

Secretary,
USD 417 Teachers' Association

Clerk,
USD 417 Board of Education

ACTIVITY PASSES: Each USD #417 teacher will be issued an activity pass for the teacher and the teacher's spouse.