

U.S.D. #325
PHILLIPS COUNTY, KANSAS

2009-2010 NEGOTIATED AGREEMENT

BOARD OF EDUCATION
OF UNIFIED SCHOOL DISTRICT #325

AND

U.S.D. #325 TEACHERS' ASSOCIATION

This agreement may be found on the district website

www.usd325.com

NEGOTIATED AGREEMENT FOR THE MASTER CONTRACT

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NEGOTIATED AGREEMENT FOR THE MASTER CONTRACT
Between
THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT #325
And the
USD #325 TEACHERS' ASSOCIATION

PREAMBLE

This agreement made effective the first day of July 1989, between the Board of Education of Unified School District #325, Phillips County, and the Unified School District #325 Teachers' Association, hereinafter referred to as the Association.

We have a common goal of providing the best possible education for all students of our district.

We believe to obtain this goal, it is imperative that there be understanding and cooperation between the teachers in the classroom, and the Board, which is responsible for the operation of the school system.

The laws of the State of Kansas authorize negotiating for public school employees and authorize public school employees to enter into negotiation agreements with the local teachers' association.

Association will be incorporated into this formal document referred to as a Master Agreement.

ARTICLE I – RECOGNITION

The employer, pursuant to a previous agreement dated November 2, 1970, hereby recognizes the Association as the sole and exclusive negotiating representative of all certified professional employees as defined by K.S.A. 72-5413 Part C, under contract to U.S.D. #325.

ARTICLE II – GENERAL PROVISIONS

A. SECTION 1 – DURATION

1. This master agreement shall be effective as of July 1 of each year, and shall remain in full force and effect and shall bind and ensure to the benefit of the parties hereto, to and including June 30, of each ensuing year.

Pursuant to the requirements of notice as provided in K.S.A. 72-5423, all new agreements or amendments shall be negotiated and ratified by and between the Board and Association. All negotiated agreements on which no notice has been given, by either party as provided in K.S.A. 72-5423, shall continue in full force and effect for successive one-year periods.

B. SECTION 2 – PERSONNEL FILES

1. Personnel files are confidential and are carefully guarded in the interest of the individual employee. Although they are primarily for administrative and supervisory use, they are accessible, with the exceptions noted below, to the individual employee concerned.

It is the employer's responsibility to maintain an up-to-date file containing information required by the Board and the State Department of Education, i.e., complete transcript, years of service record, oath of affirmation, health certificate, etc. Material received, which is of a derogatory nature concerning an employee, shall not be placed in an employee's file unless the employee has had a chance to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material. The employee shall have the right to answer any material filed, and his answer shall be reviewed by the Superintendent and attached to the copy. Anonymous material shall not be included in the file.

All confidential references and information originating outside the school district and information obtained within the school district prior to employment and confidential letters of recommendation given after employment shall not be available for inspection by the teacher. However, the employee shall be provided a list of such items upon request.

C. SECTION 3 – MINUTES

1. The Clerk of the Board shall cause to be made available to the Association a current and accurate copy of the official agenda and minutes of each meeting of the Board. It is understood that in the case of the regular monthly meeting, additional agenda items may be considered for action, upon approval of the Board in open session, during the course of the meeting. All agendas and minutes shall be made available, upon request, in the office of the Board of Education.

D. SECTION 4 – VALIDITY OR SAVINGS CLAUSE

1. Should any part of this Agreement or any provisions contained herein be rendered invalid, by reason of existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect. Where it is evident that adjustment or clarification of an agreement, declared to be invalid, can cause said agreement to be made valid, either party to this Agreement can issue a call for further negotiations for the purpose of adjusting or clarifying the provision declared invalid, and such meeting or meetings shall be limited only to the invalidated provision.

E. SECTION 5 – HOLDOVER PROVISION

1. In the event that the Board and the Association shall fail to secure a Successor Agreement, as hereinbefore provided, prior to the termination of this Master Agreement, the terms and conditions of this Agreement shall remain in force and effect until the Successor Agreement is reached, however, such extended period shall not be for any longer period than shall be allowed by applicable statutes or court ruling.

F. SECTION 6 – REFERENCE CLAUSE

1. It is agreed, by and between the Employer and the Association, that the Agreements set forth herein shall be included, by reference, in contracts of all certified employees represented by the Association, which is defined in this Agreement, and who are employed by Unified School District #325, Phillipsburg, Kansas. These agreements shall be made a part of the employee's individual contract, with the same force and effect as though fully set forth therein.

G. SECTION 7 – DISCRIMINATION CLAUSE

1. The Employer and the Association further agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, discipline, or release of teachers on the basis of membership or non membership in the Association or participation in the negotiation process.

It is further agreed and understood that the use of a regular instructional class period, by a teacher or teachers for Association activities, is prohibited unless and except where specifically approved by the Employer or its representative, and that administration of this Agreement shall not be a basis for a charge of discrimination against the Employer.

ARTICLE III – IMPROVEMENT OF INSTRUCTION

A. SECTION 1 – ACADEMIC INITIATIVE

1. The purpose of academic initiative is to provide the student with the advantages and benefits of the special skills and techniques that an individual instructor may have to offer.

It is agreed that the joint development of the curriculum guide by teachers and administrators is beneficial to the school system. It is further agreed that

the teachers will continue to have the opportunity to participate in the development and preparation of the curriculum, subject to the final determination by the administration.

Teachers will be allowed considerable latitude within a curriculum guideline to work out methods of presentation and are permitted to innovate and use such techniques, instructional materials, and resources as might seem appropriate to the instructor in meeting the needs of the students, compatible with the continuity of the curriculum guide.

Presentations that may involve controversial issues should be planned by the individual teacher and then discussed with the administration before they are initiated in the classroom. This provides dual protection for both the teacher and the administration.

B. SECTION 2 – IMPLEMENTING NEW CURRICULUM

It is a primary responsibility of the teacher to participate as fully as possible in implementing new techniques, methods, and materials that allow for curriculum updates related to student needs and Board of Education goals.

ARTICLE IV – GRIEVANCE PROCEDURE

A. SECTION 1 – DEFINITION

1. Grievance – A complaint by a teacher or a group of teachers based on an alleged violation or misinterpretation of the Master Agreement.
2. Aggrieved Person – The person or persons making the complaint.

B. SECTION 2 – GENERAL RULES

1. The administration, as agents for the Board, which is party to and administrator of, the employment contract, has the right to act; and the teachers, as second parts to the employment contract, have the right to grieve.
2. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of grievances. It shall be the policy of the board to assure to every teacher the opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or prejudice in any manner.
3. All parties have a right to consultants or representatives of his/her own choosing at each level of these grievance procedures. Teachers may be represented at all stages of the grievance procedure by themselves, or at their option, a representative selected by the teacher may accompany the teacher. No teacher shall be required to discuss any grievance when an Association representative is not present. The Board will cooperate with the Association in the investigation of a grievance and furnish such information as is requested for the processing of any grievance.
4. Should the investigation or processing of any grievance require that a teacher be absent from his or her assignment, the teacher shall be released with loss of pay and benefits except where the lost time is requested by the Board.

When it is necessary for a Grievance Representative, or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, he/she will, upon notice to his/her principal or immediate superior, be released, without loss of pay, as necessary to permit participation in the activities described above. Any teacher whose appearance in such investigations, meetings, or hearings as a witness will be accorded the same right.

5. 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.
6. All hearings, investigations, and processing of a grievance by teachers shall be conducted at times other than that time defined in this contract as the Professional Day, unless otherwise approved by the Superintendent.
7. Failure of the aggrieved person to progress from one step in the grievance procedure to another shall cause the grievance to be considered waived; however, in extenuating circumstances, an extension in the time limits may be granted up to five (5) days.

C. SECTION 3 – PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

D. SECTION 4 – PROCEDURE

1. Level I – When a person has a problem, they should request an informal conference with their Principal or other immediate supervisor within a reasonable time after they become aware of the problem. At this conference, the person seeks to resolve the matter informally.
2. Level II – If the person is not satisfied with the disposition of the problem at Level I, or if no decision has been rendered within five (5) school days after presentation of the problem, the Aggrieved person may file a grievance in writing with the Principal within ten (10) days after the decision at Level I or fifteen (15) school days after the problem was first presented, whichever is sooner. The decision should be in writing within five (5) days.
3. Level III – If the Aggrieved person is not satisfied with the disposition of his grievance at Level II, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Superintendent within ten (10) days after the decision at Level II or fifteen (15) school days after the grievance was first presented, whichever is sooner. Within five (5) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person and, if desired by the Association member, his representative of the Association, in an effort to resolve it.
4. Level IV – If the aggrieved person is not satisfied with disposition of the grievance at Level III, or if no decision has been rendered within five (5) school days after discussion of the grievance with the Superintendent, the grievant may, within ten (10) days request grievance mediation or appeal the grievance to the Board.

If grievance mediation is requested, the Superintendent will request, within five (5) school days the appointment of a commissioner from the Federal Mediation and Conciliation Service. If a commissioner is not available, the parties shall select a mediator by mutual agreement of the parties. Meetings of the parties and the mediator shall be by the mutual agreement of the parties. Grievance mediation shall not be binding on either party, but shall be an effort to reach a resolution of the grievance by the mutual consent of the parties.

The costs of the mediator, if any, shall be split equally between the Association and the Board. The cost of any witness, representation or other costs associated with mediation of the grievance shall be paid by the party incurring the cost.

In the event the grievance is not resolved by mediation, the grievant may, within five (5) school days of the last mediation session, proceed to Level V and submit the grievance for review by the Board.

5. Level V – If the aggrieved person is not satisfied with the disposition of the grievance at Level III, or the issue is not resolved by grievance mediation the grievance may be filed with the Clerk of the Board and the Association within the time limits of paragraph 4 above for review by the Board of Education. Within thirty-one (31) calendar days, the grievant and any representative selected by the grievant shall meet with the Board in an effort to resolve the grievance and explain the basis of the grievance. The Board shall render its final written decision of the grievance within five (5) school days after the completion of the meeting with the Board.

ARTICLE V – TEACHER PROBATION

As a result of conclusions drawn from the Evaluation of a teacher's performance, a teacher may be placed on probation. Being placed on such a status shall be an administrative decision. It is emphasized that probation is not necessarily a disciplinary action, but may be formal recognition of a situation which indicates a need for more intensive supervision and assistance in certain performance areas where the teacher is experiencing serious difficulty.

A. SECTION 1 – NEW TEACHERS IN SYSTEM

All teachers new to the system, whether experienced or not, shall be subject to frequent in-depth evaluations to determine the teacher's efficiency and effectiveness. Such in depth evaluation shall be considered as a first step in the sequence of events leading to establishing the teacher as a Master Teacher, which is defined as a teacher who has completed three (3) years of successful teaching in this school district. Those persons now teaching are grandfathered under the present law (H.B. 2738).

As a result of this period of in-depth evaluation of the teacher, a comprehensive evaluation of the teacher's performance will be prepared in accordance with the Policies and Procedures for Evaluation. The teacher will be constantly made aware of progress as well as areas where needed improvement is indicated and will have a clear opportunity for response to the administrative evaluation which shall be a written document.

Where indicated, in cases involving teachers new to the system, but with prior experience, the Principal and Superintendent may recommend that the teacher be

entitled to full due process procedures as provided for Master Teachers. Such recommendation will be subject to Board approval.

B. SECTION 2 – PROBATION AS A RESULT OF DIFFICULTIES DETERMINED THROUGH EVALUATION

Both parties to this Agreement recognize the importance of securing the highest quality of professional staff members to work in this school system. It is also recognized that, once employed, it is the responsibility of the Board of Education, working with the administrative team, teachers' assistance team, and other interested professional employees, and the individual teacher, to make every effort to assist the employee in attaining an acceptable level of teaching performance. It is also recognized that the determination of the quality of instruction and other related professional functions shall be a factor of evaluation.

On occasion, evaluation of an individual teacher's performance will reveal problems of a nature which suggest deficiencies in the capability and/or performance of the teacher, but these problems will not be of such a degree to indicate a critical need for termination of employment. Rather, it may be decided that the interests of the employee and the district can be better served through an intensive assistance program, by the administration and other professional employees. The probationary teacher has the right to request peer group assistance.

In such a case, the teacher will be placed on probation until such time as the problems experienced by the probationary teacher are reduced to an acceptable level or eliminated, or it is determined that the best interests of both the teacher and the school system can be best served by asking the teacher to resign or formally terminating the teacher contract, by the Board of Education, upon recommendation of the administration. This form of probation shall apply only to teachers having two or more years of service in USD #325.

Should it be determined that recommendation for dismissal or non-renewal of contract be presented to the Board of Education, the teacher will be entitled to due process under the guidelines of Article V (7) Sub-section 1 or 2 of this Agreement, whichever applies.

ARTICLE VI – TEACHER DISCIPLINE PROCEDURE

The parties recognize the right of the administration and Board to discipline a teacher for good cause as determined by the Board. "Good cause" is defined as any reason put forward by an administrator or Board in good faith and which is not arbitrary, irrational or irrelevant to the Board's task of building up and maintaining an efficient school system.

Situations of a minor nature shall be handled through the informal process. Situations of a serious nature shall be handled through the formal process.

- A. Informal: Oral admonitions and warnings or written letters of warning, caution or requirements, may be taken by administrators on their own initiative. Written statements may be included in a teacher's personnel folder as determined by the administrator.
- B. Formal: Formal disciplinary actions, such as written reprimands or suspension may be used for more serious offenses or when informal disciplinary actions have not corrected unacceptable patterns of behavior as determined by the administrator. If the building principal is aware of a teacher's actions that warrant formal discipline, one or more of the following actions may be taken:

1. The building principal will hold a conference with the teacher. Notes of the conference will be prepared and all parties attending the conference will sign the prepared notes. The teacher will be provided with a copy of the signed notes. A copy will be included in the teacher's personnel file.
 2. The building principal will hold a conference with the teacher and inform the teacher of the proposed discipline. If a letter of reprimand is included, the teacher shall have ten (10) days from receipt of the principal letter of reprimand to file a written response or rebuttal with the Superintendent. The letter of reprimand and response will be retained in the teacher's personnel folder.
 3. The Superintendent may suspend the teacher with pay until such time as the Board has reviewed the matter and determined to continue the suspension with pay, remove the suspension and return the teacher to duty, or give notice of the Board's intent to terminate or non-renew the teacher's contract.
 4. The Superintendent, upon the recommendation of the building principal may recommend termination of the teacher and suspend the teacher with pay until such time as the Board acts upon the recommendation of the Superintendent. If the Board takes action to terminate, the teacher will be informed of their due process rights under the law.
- C. The Board is not required to use either the informal or the formal discipline procedure prior to a recommendation of non-renewal or termination according to Kansas law.

ARTICLE VII – PROFESSIONAL YEAR

A. SECTION 1 – CONTRACT DAYS

The contract days of employees, exclusive of supplemental or extended time contracts, shall be 187 days including 1/2 floating workday, four (4) of which shall be non-teaching professional days. Of the two (2) days before school starts, one (1) full day or two (2) half-days of the two shall be left solely for teacher preparation. Beginning in 2001–2002, one non-teaching professional day will be split and one-half day scheduled at the end of the first semester and one-half day scheduled at the end of the second semester. (Approved 5–24–93)

B. SECTION 2 – SCHOOL HOLIDAYS

As the Board develops and approves the school calendar, it shall include the following holidays and the minimum days listed:

Labor Day	1 school day
Thanksgiving	2 school days
Memorial Day	1 school day
Christmas Break	8 calendar days
Spring Break	4 school days
Good Friday	1 school day
(Spring Break – approved 9/12/94)	

C. SECTION 3 – SCHOOL CALENDAR

Prior to the Board establishing a school calendar, the Superintendent will consult with designated representatives of each building's staff.

D. SECTION 4 – EARLY DISMISSAL FOR HOLIDAYS

Students and teachers will be dismissed at 12:00 p.m. the day before Thanksgiving vacation. (Approved 5-24-91) (2:30 dismissal for Easter & Christmas deleted -Approved 6-11-07)

E. SECTION 5 – SEVEN CLASS PERIOD DAY

The class schedule at the high school shall include seven class periods.
Approved 3-85

F. SECTION 6 – REDUCTION IN TEACHING STAFF

In the event the Board decides that the size of the teaching staff must be reduced, guidelines in this policy shall be followed. Insofar as possible, reduction of staff shall be accomplished by attrition due to resignations and retirement.

The following steps will be utilized by the district's administrative staff to reduce the teaching staff:

1. 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.
2. All teachers will be evaluated in relation to the educational goals of the district. Individual qualifications and specific skill areas or disciplines shall be ascertained and applied to the teacher needs of the district. Evaluation forms, instruments or tools will be used to measure each staff member's teaching ability. Seniority, prior evaluations, certification, and teaching experience in assigned areas shall also be considered.
3. In the event two or more teachers have similar qualifications and skills in a teaching area deemed necessary to fulfill the district's educational goals, the superintendent may recommend the tenured teacher, if any, for the position in question. A qualified tenured teacher shall be retained over a non-tenured teacher.
4. Any certified employee who has not been re-employed as a result of reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the teacher would qualify. The superintendent will recommend to the Board reinstatement of any such teacher whom he deems qualified and able to serve the best interests of the district. The Board shall not be required to consider reinstatement of any such teacher after a period of one year from the date of non-renewal.

ARTICLE VIII – PROFESSIONAL DAY

A. SECTION 1 – DEFINITION

The professional day shall mean the time commencing thirty (30) minutes before school starts, and ceasing thirty (30) minutes after the last regularly scheduled class,

within the District. On Friday, teachers not having the job related commitments may be released at 3:30 p.m.

B. SECTION 2 – STAFF MEETINGS

Staff meetings may be provided for an extension of the professional day, either thirty (30) minutes before or after the professional day. Staff meetings shall be limited to not more than one (1) meeting before school and one (1) meeting after school during any school week.

C. SECTION 3 – TEACHER PREPARATION

All full-time junior and senior high teachers shall have an established preparation period each day. Elementary teachers shall have not less than three (3) hours of preparation period each week built in to the regular weekly schedule. Short weeks or revised weekly schedules, as a result of special situations, may cause adjustment in the preparation schedule of teachers and may even prevent provision for the minimum preparation time.

These preparation periods are exclusive of the thirty (30) minutes before and after school, which may also be assigned as preparation time.

D. SECTION 4 – DUTY FREE LUNCHES

All teachers will have a duty-free lunch period of not less than twenty-three (23) minutes; however, the administration and any given staff member may enter into an agreement for supervision during lunch periods. The building principal may approve a person requesting this duty, subject to final approval by the Superintendent.

E. SECTION 5 – SUBSTITUTE TEACHING ASSIGNMENTS

1. When an employee must be absent from instruction duties, a substitute shall be provided by the building principal, if possible. Employees having instructional and preparation responsibilities of their own will not be assigned to substitute for other employees except a) in emergency situations (i.e. any unforeseen circumstances or combination of circumstances which calls for any immediate action in a situation which is not expected to be of a recurring nature); or b) by mutual agreement between teachers and/or administrators, or the teacher has a corresponding planning or free period.
2. If presently employed staff is called upon to substitute in situations of a) or b) above, and they substitute on their planning period, they will receive remuneration of one/fifth the daily compensation rate for substitute teachers per class period. Payment for this extra duty shall be made once a month. It is understood that such payment will be made only for administratively approved substitute work.
3. Each employee shall have his/her designated planning time established at the beginning of each school year, and payment will be made only for that time. All other time shall be considered at the disposal of administration officials as a part of the regularly controlled time covered by contracted salary.

F. SECTION 6 – ALTERATIONS IN WORK DAY

Provided it is mutually agreeable between the principal and the individual teacher, the work day for an individual teacher may be adjusted so that the teacher may report for work as early as 7:30 a.m. and be dismissed an equal amount of time early at the end

of the day. In any event, the teacher must be present for all scheduled times of instruction.

It is understood by both parties that staff meetings following the description in Section 2 do not apply to these alterations.

Approved 9-12-94

G. SECTION 7 – RELEASE TIME FOR EMERGENCIES

In the event of an emergency situation requiring the teacher to be absent for a short period of time from assigned duties, a period not to exceed 2 hours, the teacher may be released with the agreement that the time will be made up on other days. In such an absence, the teacher will not be charged with sick or personal leave.

H. SECTION 8 – PROFESSIONAL DAY

START AND CLOSE OF CLASSES

High School	Start	8:00 a.m.	Close	2:59 p.m.
Middle School	Start	8:05 a.m.	Close	3:08 p.m.
Elementary School	Start	8:10 a.m.	Close	3:20 p.m.

Approved 11-25-87 (Changed 8/12/02)

The board recognizes that the length of the school day must be negotiated to be changed. As long as the length of the school day does not change except through negotiations or state or federal regulation, and classes do not begin before 8:00 a.m. nor end after 4:00 P.M., the board reserves its right to adjust the specific start and close of classes.

Approved 6-1-92

ARTICLE IX – PROFESSIONAL STANDARDS

A. SECTION 1 – CERTIFICATION AND QUALIFICATION

All professional employees must hold certificates recognized by the State Department of Education as qualifying them for the position they hold. The application of non-degree teachers will not be considered unless qualified degree teachers are not available.

It is the responsibility of the certified employee to see that the proper certificate is issued and renewed at proper intervals and on record with the Superintendent of Schools, as well as to provide other data as may be prescribed by State Law or Board Policy.

ARTICLE X – CONTRACTS

A. SECTION 1 – SIGN CONTRACT

All certified personnel must sign a contract approved by the Board of Education to indicate the acceptance of a position. Regular classroom teachers shall be placed on a 190-day contract of which 186 shall be actual classroom instruction. Beginning of

school orientation meetings and any other assigned duties to make up the four days beyond the actual 186 days of classroom instruction shall be considered as included in the 190 day contract. This shall not include days which, of necessity, require the teacher to work on Saturday or Sunday as a result of extra duty or co-curricular assignments, such as FFA, FHA, Band trips, etc.

Approved 5-24-93

B. SECTION 2 – RELEASE FROM CONTRACT – TEACHER REQUESTED

A teacher is sometimes offered a position in another school system, which may provide professional advancement, and this may cause him to ask to be released from the contract of the local school. The Board's first obligation is to the children of the schools. If a suitable replacement can be found and it is felt that the educational program of the school will not be impaired, a teacher may be released from obligation of a contract.

C. SECTION 3 – EARLY TERMINATION OF CONTRACT/BREACH OF CONTRACT

The following paragraph shall be included as part of the contract for each teacher, and shall be stated in writing on the contract:

The board will accept the resignation of a teacher tendered after May 15 of each year upon receipt of:

1. One (1) percent of the teacher's contracted salary for a resignation received between May 16 and June 15 inclusive,
2. Two (2) percent of the teacher's contracted salary for a resignation received between June 16 and July 15 inclusive,
3. Three (3) percent of the teacher's contracted salary for a resignation received between July 16 and August 15 inclusive,
4. Four (4) percent of the teacher's contracted salary for a resignation received after August 15 and prior to the end of the contract term, all to be paid as liquidated damages. The Board reserves the right to waive the requirement while still accepting the resignation. In the event funds are owed from the district to the teacher upon resignation, the Board shall have the right to withhold and deduct from the final check to the employee the amount of liquidated damages due the district.

ARTICLE XI – STUDENT TEACHERS

Should USD #325 enter into an agreement with any college to train student teachers, all monies provided by colleges and universities for student teachers should be allocated to Master Teachers in proportion to the amount of classroom time they have the student teacher.

Any Master Teacher has the right to refuse a student if they so desire.

If all parties agree (Master Teacher, Principal, and student teacher), the student teacher may serve as a substitute for teachers, provided they are substituting in an area for which they are qualified.

Cooperatively developed guidelines will be developed and made available to all Master Teachers for the supervision of student teachers.

ARTICLE XII – LEAVE POLICY

Teachers who find they are unable to be present to discharge their assignment of duties should notify the principal as soon as possible or, in the case of sick leave, by 7:30 a.m. If it is necessary to call a substitute, the teacher is to call his principal who, in turn, will make arrangements for a substitute teacher. If the principal cannot be contacted, the teacher is to call the Superintendent and a substitute teacher will be provided. Leave shall be divided into two major classes: Chargeable and Non-chargeable. Chargeable leave is that leave for which a designated number of days are credited to or accrued by a teacher at the beginning of the contract year and upon which the teacher may draw in accordance with this agreement. Non-chargeable leave is that leave for which a teacher must make application and which is granted at the discretion of the Board, i.e. professional improvement leave, association leave, leave of absence, etc.

CHARGEABLE LEAVE

A. SECTION 1 – SICK LEAVE

1. General Sick Leave

Sick leave in the amount of ten (10) days shall be credited to each teacher at the beginning of each contract year and shall be cumulative to seventy-five (75) days. Sick leave days may be taken with full pay by the teacher for illness, quarantine, and physical and mental disability of themselves. Of this accumulated sick leave, all days may be used for illness of the teacher's immediate family. Immediate family would include employee's spouse, children, parents or sibling. No provision for extended family will be allowed. Exceptions to this limitation can be made by the Superintendent. The teacher will receive full salary and the substitute will be paid by the Board of Education. In cases of sick leave, a doctor's statement may be required and must be provided by the teacher upon request of the Superintendent or Board of Education, after three (3) consecutive days of sick leave. If termination of the teacher's contract should occur, for whatever reason, during the contract year, one (1) day of sick leave will be deducted from the total of ten days accrued during that contract year for each month of the contract year not fulfilled. Should any teacher have used sick leave days in excess of the total number of days accrued in prior years, if any, plus the number of days which would have been accrued during the present contract year, less the deducted days, the teacher will have deducted from the earned salary an amount equivalent to one day's pay for each day of sick leave used above the total entitlement.

Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery shall be treated as any other temporary disability under the sick leave provisions and may be granted to teachers during the period of actual incapacitation from the performance of duties. Such occurrence shall be treated as sick leave under the sick leave provisions of this contract. Sick leave will be paid to the extent of available sick leave. Leave not covered by the sick leave is unpaid leave and subject to the prior approval of the administration and will be considered maternity leave in Section D.

2. Job Related Injury or Sickness

Any benefits granted to an employee under worker's compensation, other than one time payment for permanent injury, will be deducted from any sick leave benefits provided by the district on a prorated basis. When such deductions are made, sick leave would be deducted only on a prorated amount

equal to the proportional amount used after any deductions for other benefits.

3. Unused Sick Leave

At the beginning of each new school year, ten (10) sick leave days will be added to each teacher's accumulative total from the prior year. At the completion of each school year, each teacher will be paid \$40.00 per day for each day that remains above seventy-five (75) accumulative days after subtraction of used sick leave taken during that contract year. Payment for unused sick leave days will be paid at the end of the current contract year. Each teacher's accumulative total, which shall in no event be more than seventy-five (75) days, shall be carried over to the beginning of the next school year.

EXAMPLES: Employee	2009-10 Beg. Bal.	Added 2009-10	Used 2009-10	Payment 2009-10	Beg. Bal. 2010-11
"A"	75	10	3	\$280.00	75+10 = 85
"B"	75	10	0	\$400.00	75+10 = 85
"C"	75	10	15	\$ - 0	70+10 = 80
"D"	71	10	5	\$ 40.00	75+10 = 85

Approved 05-08-95 (changed 2-12-01)
Amount increased to \$40 effective 2005-06

B. SECTION 2 – BEREAVEMENT LEAVE

A teacher will be granted four (4) days bereavement leave, non-cumulative, for the death of his/her spouse, child, parent, sibling, grandparent, mother- or father-in-law and brother- or sister-in-law. EXCEPTION: A teacher will be allowed bereavement leave for up to 10 days, non-cumulative, per qualifying event for the death of his/her current spouse or dependant child. In addition, an employee may use at their discretion, two (2) of their accumulated sick days for other extended family, not named specifically, and friends. Any request of unusual circumstance will require Superintendent approval. The teacher will receive full salary for approved days and the Board will pay the substitute.

C. SECTION 3 – PERSONAL LEAVE

Teachers shall be credited with four (4) days of personal leave at the beginning of each fiscal year, which shall not be cumulative. The teacher will receive full salary except that the Board will deduct equivalent substitute pay for each day used and will pay the substitute, with substitute pay deducted, even if a substitute is not used. This leave may be used as the teacher sees fit. The teacher shall request such leave from the Principal at least five (5) days prior to the leave.

No more than two personal leave requests will be granted from any one building at any one time, except in the case of extreme emergency, in which case the five days' notification will be waived. Emergency will be defined as personal or family concern, described to the superintendent without requiring a violation of an individual's confidentiality. Any leave granted the last two weeks of school will be subject to full disclosure and superintendent approval.

Approved 9-12-94

Each teacher in the District will be allowed one day of personal leave without cost to them and teachers having completed ten (10) years of service in the District may take one (1) more day of personal leave without cost to them, with the other personal leave days subject to the restrictions stated above.

Each teacher in the District will be allowed a third day of personal leave without cost to them after completion of fifteen (15) years of service in the District.

Approved 6-11-2007

As incentive for employees to use personal days only when absolutely necessary, at the completion of each school year, a teacher will be paid \$40.00 per day for each **free** personal day earned, but not taken, during that contract year. Payment for unused free personal days will be paid at the end of the current contract year.

Approved 9-1-2006

D. SECTION 4 – MATERNITY LEAVE

Teachers who become pregnant during the term of their contract may teach until such time as it is deemed advisable, by the teacher and the administration, in counsel with a medical doctor. At this time, she shall be placed on maternity leave. The teacher will take leave of absence without pay. The teacher may return to duty upon the recommendation of a medical doctor. The leave of absence shall not extend over more than one contract year, unless by request of the teacher, subject to the provisions of Section 10, Leave of Absence. Any written or unwritten policy, rule, or regulation, which excludes from employment teachers because of pregnancy, is hereby declared to be null and void. (See Sick Leave, Section 1, Paragraph 2.)

E. SECTION 5 – SICK LEAVE RESERVE

The purpose of the sick leave bank is to offset the financial loss incurred by a teacher who is seriously ill or a seriously ill member of their immediate family and has used all of their regular sick leave. Immediate family includes employee's spouse, children, parents or sibling. To use the bank, teachers will apply to the Board of Education, and will furnish such documentation as is requested to inform the Board and recommendation committee of the serious nature of the illness. Documentation will include doctor's statements and other specific information found in the form provided for such use.

1. The sick leave pool will be voluntary, with each teacher electing to participate donating one day at the beginning of the 2002-03 school year. Those eligible to participate will be certified teachers as defined by K.S.A. 72-5413, part c, who are under contract to USD #325, and who have exhausted their regular sick leave. Part-time teachers may donate 1/2 day to participate.
2. Only those teachers electing to donate a day will have access to the pool.
3. The Board will either match, day for day, the teacher donations up to 50 days, or the Board will fill the bank to 100 days if more than 50 teachers elect to participate. The size of the bank will be 100 days or the number of participating teachers with matching board contribution; whichever is greater. The bank will remain in tact at 100 days for each succeeding year with teachers and the board contributing days equally to reach the maximum each year. No teacher will be asked to donate more than 1 day per year even if the bank falls below 100 for that year. Teachers will donate days after the first year following a list compiled of all participants. Each teacher will be given a random number to make up the initial list. Donations will be made from lower number to higher numbers. New participants will donate 1 day when they join, regardless of the number of days in the bank at that time, and will

be put at the bottom of the rotation list. Teachers will donate 1 day as needed to maintain the maximum number of days in the bank, if their number comes up in rotation in order to remain in the pool. The pool days contributed will be carried over each year.

If the pool falls below 30 days during any year, the participants will be notified and would have the option of donating more days to be matched by the board for that year.

4. The reserve committee will consist of one participating teacher from each school building selected by the participants of each building. The reserve committee will review the request for use of days from the pool. Committee members shall maintain the confidential nature of the information supporting the requests for pool days. The committee by majority vote shall make recommendation to the Board of Education to approve or disapprove the request and if approval is recommended, the number of days allowed. The Board will consider the committee recommendation and make a final determination of the matter.
5. Each participant who is awarded days from the pool will pay the days back at a rate of no less than two days per year during the first year of payback, and no less than 3 days per year during succeeding years. Should a teacher use the pool, that teacher will not have to repay those days previously donated to the pool. The teacher may elect to pay back days at a higher rate. The days will be returned to the bank in the same ratio as they were awarded. Such pay back will occur after the pool has formed for each year, thus increasing the number of days available for the pool, regardless whether or not the teacher rejoins the pool in subsequent years.
6. Teachers shall decide whether or not they will participate in the sick leave pool on or by the date established by the USD #325 office for notification of deductions and other paperwork done at the beginning of the year. Once you join in the pool, your inclusion in next year's pool shall be automatic, unless you notify the USD #325 office in writing before date established above. Any teacher who is hired in mid-year shall also have the opportunity to join the pool, at the time of hiring.
7. No teacher shall draw more than 30 days from the pool in any school year. If the pool has been exhausted during any one school year, no additional days will be provided, except as the Board may voluntarily grant.
8. The Board of Education will provide a twice-per-year update to staff that have donated to the pool. (Approved 6-1-92)
9. If an employee leaves the district prior to full payback, the employee may repay any balance due with any unused sick days they might have remaining instead of a reduction in pay upon resignation. The Board may withhold a per diem amount (1/187th) of total annual compensation equal to the number of days not paid back if the employee has no remaining unused sick leave. Employees participating in the bank for 10 years would not be subject to the per diem withholding. Exceptions to this policy may be granted by the Board.

Approved 6-9-97 (Changed 8/12/02)

NON-CHARGEABLE LEAVE

F. SECTION 6 – PROFESSIONAL LEAVE

1. Professional Improvement

Any employee may request or be requested to attend national, regional, state, and local pedagogical meetings and conferences. All reasonable expenses incurred, i.e. travel, lodging, meals, tips, fees, etc., will be paid by the Board through reimbursement to the teacher. The teacher will receive his/her salary and the Board will pay the substitute. Anyone making application for attendance to such meetings sponsored by the association must be an active member of the sponsoring association. Application must be made in writing, and state the time, place and purpose of the meeting. The application shall also contain an itemized list of the estimated expenses, including transportation, and the number of days that a substitute will have to be provided. Application must be submitted to the building Principal at least one (1) week prior to the scheduled meeting. The Superintendent of Schools shall notify the building Principal concerning each application. The decision of the Superintendent shall be final. Building Principals shall in turn notify said employees at the earliest possible date.

Two days professional leave will be allowed for new teachers completing the KPA Report. The above application process will apply. (Added 7/1/08)

2. Observatory Visitation

An employee may be requested, or may request, temporary leave each beginning year and alternative years thereafter of continuous employment to make observatory visitations in other school districts. This is subject to approval by the Principal. The Board will pay a substitute. The teacher will receive full salary.

3. Curriculum Development

An employee may request or be requested to take temporary leave to participate in the development or evaluation of a school curriculum or instructional project, e.g. committee work. The teacher will receive full salary and the Board will pay the substitute, if such leave is granted.

4. Disaster Leave

Disasters, or "acts of God", may cause unavoidable absences. At the beginning of each school year, the Board will establish a Disaster Leave reserve, in which the aggregate total shall not exceed six (6) days. Any teacher may apply in writing for one (1) or two (2) days. Such application shall be made to the Superintendent and documented for the reason of the request. This Disaster Leave reserve shall be totally under the control of the Board and administered by the agent. The Superintendent shall notify the applicant in writing regarding the action taken on the request, and such decision shall be final and not subject to grievance under provisions of this agreement. When the six (6) days of Disaster Leave are exhausted, during any one school year, no additional days will be provided during that school year except as Board may voluntarily grant.

Approved 5-13-85

G. SECTION 7 – ASSOCIATION LEAVE

Certified employees who are active members of the USD #325 Teachers' Association may be granted temporary leave to pursue Association-related activities. Application for such leave must be submitted (when possible) to the Superintendent one (1) week or more prior to the scheduled meeting. The application must be in writing and state the time, place, and purpose of the meeting. Upon receipt of the application, the Superintendent shall grant the request, provided an adequate substitute can be obtained. The teacher will lose one day's pay for each day's leave, and the Teachers' Association will reimburse the district for the cost of the substitute. A maximum of twenty (20) days Association leave will be granted.

H. SECTION 8 – KNEA CONVENTION LEAVE

School will be in session during the regularly scheduled period for the KNEA Convention. Three members of the Association, as approved by the Association, shall be permitted to attend the convention without loss of other leave time provided in this agreement. The Association, or the teacher, agrees to pay the cost of the substitute teacher for any teacher attending the convention under this provision. Nothing in this policy agreement shall prevent any other teacher from attending the convention through the use of other leave provisions within this agreement.

I. SECTION 9 – SPECIAL LEAVE SITUATIONS

The Board and the Association recognize the right of members of the professional staff to participate in political or governmental affairs in a manner afforded any citizen, including jury duty, the necessity to honor a subpoena, to serve as a witness in a court of law (the teacher shall receive full pay, but anything other than expenses shall be returned to the district), the right to campaign for a candidate for election to public office, the right to seek, campaign for, and serve in public offices. Serving as an elected official shall not conflict with terms and conditions of contractual agreement with the Board.

Political activities of any teacher seeking or holding office shall be conducted outside the classroom and school premises. An employee shall refrain from exploiting the privilege of his position. Neither shall the teacher exploit pupils in any way for political purposes for himself, or for any party, or candidate. Teachers engaged in political activities shall not use the school, or any of its facilities, for the purpose of seeking or holding public office. Teachers who are seeking or holding public office shall refrain from seeking advice, counsel, and assistance from other teachers during the professional day as defined in Article Eight (VIII).

J. SECTION 10 – LEAVE OF ABSENCE

Instructors may be granted leaves of absence. Such extended leaves shall normally be for not more than one (1) year. A leave of absence may be lengthened to include a second year under the same provisions, which applied to the first year of leave of absence. No extended leave shall be considered a termination of employment. After a teacher has been granted leave of absence, the teacher must notify the District at least six (6) months prior to their intent to return to the District. Such leave shall be granted only at the end of a contract year, and such teacher may return only at the beginning of a contract year.

An instructor shall:

1. Receive no salary or fringe benefits when on extended leave.
2. Receive full credit for teaching experience while on extended leave for:

- a. Study when enrolled for the period of leave in at least the equivalent of a minimal full load of course requirements in an academic institution.
 - b. Military service, if member of Reserve or National Guard components that are activated.
 - c. Professional activities (for example, as an employee or officer of a local state, or national professional association, or as a volunteer in VISTA or the Peace Corps).
- 3. Retain accumulated sick leave days but will not receive credit for any additional sick leave days during the term of extended leave.
 - 4. Retain membership, during extended leave, in current district group health plan; however, arrangements for payment of premium must be made in advance with the business office, for the period of time allowable by the Insurance Company.
 - 5. Be re-assigned in a regular position, which is at least comparable in assignment to the one, which he held when the extended leave commenced, exclusive of supplemental assignments.

K. SECTION 11 – OTHER TEMPORARY LEAVES

A teacher may be granted temporary leave for any such other reasons or purposes not expressly identified under the previous sections, upon authorization of the Board. Such authorization shall specify the temporary leave as chargeable or non-chargeable.

L. SECTION 12 – ADMINISTRATION OF LEAVE POLICIES

In all matters of leave except sick, bereavement, maternity, military, and jury duty, it is expressly understood by both parties to this agreement, that the factors governing the granting of leave, by the Administration, will be based on budget limitations, availability of substitute teachers, and the number of personnel which can be absent and still ensure continuity in the operation of the school district.

Absence due to any reason not covered by any approved leave provision will result in a salary deduction of 1/190 of the teacher's contracted salary for each day of absence.

Approved 5-24-91

ARTICLE XIII – PROFESSIONAL COMPENSATION

A. SECTION 1 – SALARY CALCULATIONS

- 1. Salaries of employees who serve more or less than the school year or less than full time will be paid on the prorated basis of the length of their service as compared with the full teaching contract of 190 days.

Approved 5-24-93

Contracted days for 2004-05 forward will be 187. (Approved 6/14/04)

- 2. Teachers who gain college credit hours during the regular school year and the summer months must present evidence of the same before September 1 to

receive compensation for added hours. An ORIGINAL grade report or transcript is required as evidence for addition to the contract. Copies will not be accepted. (last sentence added 6-11-07)

3. Effective September 1 of each school year, all certified teachers with one or more years' service in USD #325 will have their salary calculated on the basis of their own established or negotiated base with appropriate allowance for years of service. Each teacher's base for the 2009-10 contract year will remain the same as the previous year. For the 2009-10 contract year only, the teacher contract days will be reduced 3.5 days.
4. Once a base salary has been determined for each teacher, the number of graduate hours above the Bachelor's level will be calculated for each teacher. Teachers will be paid at the rate of sixty (\$60.00) dollars per approved graduate hour to a maximum of thirty-six (36) college hours. This will be in addition to the calculated base. Once the teacher receives Master's degree, an additional nine hundred (\$900.00) dollars will be added as supplemental salary payment. Once the Master's has been received, the teacher will receive an additional seventy (\$70.00) dollars per graduate hour beyond the Master's to a maximum of thirty (30) college hours.
5. The Superintendent of Schools must approve all graduate hours, which are to be considered for salary compensation. Generally speaking, these hours must be in the major or minor teaching field of the teacher.
6. The Board of Education may, at its discretion, pay salaries "above schedule" to staff members who: (1) perform duties above and beyond the normal teaching load; and those (2) who hold positions that "supply and demand" require higher salaries to retain or hire in order to promote the general welfare of the school district.

B. SECTION 2 – TRANSPORTATION AND TRAVEL ALLOWANCE

1. Mileage reimbursement for all school personnel will be paid at the rate established by the State for driving their vehicles on approved business.
Approved 5-13-85
2. All teachers that use their own automobiles for traveling between buildings when their assignment calls for such shall be reimbursed at the rate of one-hundred sixty (\$160.00) dollars for travel in town per semester, to be paid along with the regular monthly December and May payroll according to IRS rules.
Approved 6-9-97 (Increased 6/14/04) Changed 7/1/08

C. SECTION 3 – FRINGE BENEFITS

1. Teacher Fringe Benefit

The purpose of this plan is to furnish teachers with a choice of certain tax-free benefits provided by the District in lieu of taxable compensation and to comply with Section 125 of the Internal Revenue Code.

The board will pay, in addition to salary, a fringe benefit of \$434.30 per month, for all full-time certified teachers to be applied to the purchase of a single health insurance policy. If an employee selects a lower cost premium

plan, that amount will be the maximum benefit allowed. The fringe benefit shall be applied to the group health insurance plan selected by the board. If a lower cost health plan is selected, any balance remaining from the benefit defined above may be applied to any dental plan, but will not exceed the total benefit provided. (added 9-1-06) Teachers working less than full-time shall have the fringe benefit prorated based on the percent of a normal contract actually performed. The fringe benefit amount shall be applied to purchase the group health insurance and may not be taken as cash by the teacher.

An annual meeting will be held (with a committee of two teachers and two board members) to review the district's insurance policy without violating the rights of privacy of any employee. (The meeting should be held in a timely manner so that issues may be considered prior to renewal.)

Approved 6-9-97

Benefits and carriers of group insurance programs offered by the district shall be selected by the board.

2. Salary Reduction

Participants shall be entitled to select (by completing the Employee's Selection Form) any one or a combination of benefits as provided. Any teacher failing to select benefits, or selecting benefits that cost less than the employer-allocated amount, shall have such funds automatically paid in cash and subject to applicable state and federal taxes. Benefit costs exceeding the amount allocated under Section 1 can include up to \$1,666.66 per month salary reduction or a maximum of \$20,000 per year.

3. Selection of Benefits

- a. Group Health Insurance
- b. Salary Protection Insurance
- c. Cancer Insurance
- d. Dental Insurance
- e. Vision Insurance
- f. Accident Insurance
- g. Personal Recovery Plus
- h. Group Life Insurance
- i. Dependent Care Reimbursed and Medical Reimbursement will be added as additional options for the salary reduction plan provided the Board of Education is able to contract with an acceptable third party payee to serve as plan administrator. Any monthly cost to administer the dependent care and medical reimbursement plan will be paid by the participating employee. The forms for participation will include an automatic payroll deduction authorizing the payment of the monthly fee.
- j. If a carrier of any option cancels the coverage, or refuses to provide group coverage, the Board may eliminate such option from the 125 Plan.

4. Time Period for Selection of Benefits

Teachers may elect to participate and select benefits once each plan year. The plan year shall begin September 1 and end August 31. Benefits selected cannot be changed except as provided in Section 5 until the beginning of the next plan year. For most teachers, this will be August, but may vary for

teachers resigning or being discharged during the school year, or for teachers whose contracts commence prior to regular classroom teachers, such as vocational teachers and guidance counselors.

Teachers hired after the start of the new school year will be placed on the roster for those covered no later than forty (40) days following the first working day for the teacher.

5. Period of Coverage

The period of coverage during which a benefit is provided is the Plan Year. A participant may elect to terminate the payroll reduction agreement or change election as to the District contribution or change the benefits elected only if family status has changed. A participant has a change in family status upon marriage, divorce, death of a spouse or child, birth or adoption of a child, or termination of employment of a spouse.

6. Refunds or Returns on Premiums

Refunds, i.e. returns on unused premiums, shall be returned to the parties in proportion to the share of the cost assumed. This shall not include any refunds on unused policies. All such refunds shall be the property of the Board. Nothing in this agreement is intended to provide insurance coverage as an item of salary and coverage is intended for those not otherwise covered by similar insurance coverage by the same or other agent. Should an employee enroll in coverage in which the Board participates in payment, while the employee is covered by similar insurance by the same or another company, the full amount of premium paid by the Board will be deducted from the employee's salary.

Approved 11-25-87

7. Health Insurance Refunds

Any group health insurance refunds shall first be used to reduce the cost of future group health insurance premiums. If, for any reason, the district receives a cash refund from the group health insurance carrier, the amount of refund shall be distributed to the participating employees (including employees not subject to this agreement) and the Board in proportion to the contribution of each. Any payroll deduction or salary reduction amount shall be considered employee contribution. Any amount paid as a fringe benefit shall be Board contribution. The employees entitled to a distribution shall be those employees participating in the district group health insurance plan in the year the refund is actually received by the district.

8. Free Lunch for Supervision

The Board will provide free lunch for certified teachers who eat said lunch in the cafeteria with students to provide additional supervision. Teachers must pay for any lunch taken from the cafeteria to another location.

(Approved 6/26/03)

9. Bus Transportation from High School to Elementary/Middle School

The Board will allow Teacher's children attending the Elementary or Middle School to board the bus at the High School, provided they are there on time,

to be transported to those respective schools, since Teacher's are required to be in the building by 7:30 a.m. Teachers will be responsible for their children until the bus picks them up. No other children will be transported for this reason by district buses.

(Approved 6/8/2009)

D. SECTION 4 – ACTIVITY TICKETS

1. At the beginning of each school year, building principals shall issue, to all certified personnel, activity tickets which will entitle the holder, spouse and children 18 and under accompanied by their parent to attend, free of charge, all programs and athletic events sponsored by schools in USD #325, tournaments excluded. One family ticket will be issued per family. (Added children 7/1/08)
2. Tickets used by other than the employee shall be forfeited.

E. SECTION 5 – EMPLOYER/EMPLOYEE MATCHING 403(b) BENEFIT

1. The Board of Education will pay a matching amount of \$25 per month into a 403(b) retirement account with a company of the Board of Education's choosing. The teacher must match the amount in order to qualify and may contribute an additional amount if they choose. (Added 7/1/08)

ARTICLE XIV – PAYROLL DEDUCTIONS

A. SECTION 1 – PAYROLL DEDUCTIONS

It is agreed between the Board and the Association that, when duly authorized by an employee on an appropriate form or forms, the Superintendent shall provide for payroll deductions to be made and paid in accordance with such form for any and all of the following purposes:

- (a) United Teaching Profession Dues
- (b) Health and Hospitalization Insurance
- (c) Approved 125 Plan Insurances
- (d) Tax-sheltered Annuities
 - Up to three new companies could be added to the current provider list as long as at least 5 employees are participating, the company will bill the district monthly and the company, not a third-party administrator, completes hold-harmless agreements. (Added 7/1/08)
 - Contract providers must adhere to current IRS 403(b) regulations and the Employer Plan Document in order to be on the vendor list available to employees. (Added 7/1/08)
- (e) Others, required by law

B. SECTION 2 – LIMITATIONS ON DEDUCTIONS

1. Except as provided by law, no deduction shall be made from any employee's payroll without his written authorization. Once written authorization is given, the employee shall continue on payroll deduction for all listed deductions until the employee advises, in writing, the Superintendent of his withdrawal from payroll deduction.

2. Any and all balances due upon the employee's resignation or termination shall be deducted from the employee's final payroll.
3. The employee may elect in writing to have teacher association dues deducted from the teacher's monthly checks. The written election must be filed with the Superintendent on or before September 15 of each year. The association shall certify to the Board on or before September 15 of each year the annual amount of the association dues. The written election shall continue until revoked by the teacher, in writing.
4. The total number of system-wide payroll deductions will not exceed the current number, unless required by federal or state regulation.

Approved 6-1-92

ARTICLE XV – RIGHTS OF MANAGEMENT

The employer has the right to take whatever actions may be necessary to carry out its mission in emergency situations, i.e. any unforeseen circumstance or a combination of circumstances, which call for immediate action in a situation that is not expected to be of a recurring nature. The management of USD #325, and the assignment and direction of its employees, including, but not limited to, the right to hire, promote, suspend, layoff, re-assign, and discharge, subject to the terms of this agreement, are the exclusive function and responsibility of the Employer, by and through the Employer or its authorized representatives, as provided by law.

ARTICLE XVI – RETIREMENT PAY

A certified employee retiring from the District who has been employed by the District for at least ten (10) consecutive years and has a minimum of 85 points based on KPERS retirement calculations will be paid at the rate of forty (\$40) dollars for each day of accumulated full pay sick leave, upon retirement or death of the employee (not to exceed seventy-five (75) days). Each person shall give written notice of his or her intention to retire on or before April 1 of the current contract year in order to receive this payment. Resignation for any reason other than disability or death before the end of the school year will cancel payment of accumulative sick leave. The district will contribute compensation due into a Special Pay 403(b) Employer Paid Retirement Plan with American Fidelity in the retiree's account.

APPENDIX A

UNIFIED SCHOOL DISTRICT NO. 325
COACHING AND EXTRA DUTY SALARY SCHEDULE

2009-2010

<u>DUTY</u>	<u>AMOUNT</u>
<u>High School Athletics</u>	
Head Football Coach	\$ 4026.80
Head Basketball Coach	\$ 4026.80
Head Wrestling Coach	\$ 4026.80
Head Track Coach	\$ 4026.80
Head Volleyball Coach	\$ 4026.80
Asst. Football Coach	\$ 2778.49
Asst. Basketball Coach	\$ 2778.49
Asst. Wrestling Coach	\$ 2778.49
Asst. Track Coach	\$ 2778.49
Asst. Volleyball Coach	\$ 2778.49
Head Cross Country Coach	\$ 3020.10
Head Tennis Coach	\$ 3020.10
Head Golf Coach	\$ 1587.49
<u>Middle School Athletics</u>	
Head Football Coach	\$ 2778.49
Head Basketball Coach	\$ 2778.49
Head Wrestling Coach	\$ 2778.49
Head Track Coach	\$ 2778.49
Head Volleyball Coach	\$ 2778.49
Asst. Football Coach	\$ 1932.86
Asst. Basketball Coach	\$ 1932.86
Asst. Wrestling Coach	\$ 1932.86
Asst. Track Coach	\$ 1932.86
Asst. Volleyball Coach	\$ 1932.86
Intramurals, by assignment	\$ 825.49
Intramural Coordinator	\$ 362.41
<u>High School Music</u>	
Instrumental	\$ 3664.39
Vocal (HS & MS)	\$ 2939.56
Amendment	\$ 724.82
Musical Play	\$ 644.29
<u>Middle School Music</u>	
Instrumental	\$ 2778.49
Vocal Music 5-6	\$ 1113.41
<u>Elementary Music</u>	
Vocal Music K-4	\$ 1665.08

APPENDIX A

UNIFIED SCHOOL DISTRICT NO. 325
COACHING AND EXTRA DUTY SALARY SCHEDULE
2009-2010

High School Extra Duty Assignments

Debate and Forensics	\$ 2818.76
Drama and Plays	\$ 1449.65
One Act Plays (per play)	\$ 322.14
FFA	\$ 2577.15
FCCLA	\$ 604.02
Pep Club and Cheerleaders	\$ 2214.74
HS Pep Club Asst.	\$ 1081.60
Senior and Junior Class Sponsors	\$ 765.09
Journalism Newspaper	\$ 765.09
Yearbook	\$ 765.09
Pacer sponsor	\$ 1352.00
Spanish Club	\$ 563.75
Kays (1)	\$ 1530.18
Quiz Bowl	\$ 563.75
Future Business Leaders of America (FBLA)	\$ 281.88
National Honor Society	\$ 563.75
Golf Asst.	\$ 1587.49
Tennis Asst.	\$ 1932.86
Cross Country Asst.	\$ 1932.86
Technology Asst.	\$ 3785.61
Science Olympiad Sponsor	\$ 1000.00

Elementary School Extra Duty Assignments

Technology Assistant	\$ 3785.61
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Middle School Extra Duty Assignments

Pep Club and Cheerleaders	\$ 1006.70
Student Council	\$ 563.75
Yearbook	\$ 563.75
Weight lifting	\$13.00/hour
Teachers' Advisory Coordinator	\$ 281.88
Science Olympiad Sponsor	\$ 1000.00
Technology Assistant	\$ 3785.61
Scholars Bowl	\$ 281.88
Lunchroom Supervisor	\$ 500.00

District Extra Duty Assignments

QPA Coordinating Chair	\$ 829.52
PDC Chair/VE-2	\$ 829.52
PDC Points Manager	\$ 825.49
District Testing Coordinator	\$2204.81

The Board may add or create new supplemental duties and determine the initial compensation for the position when added to the Supplemental Schedule.

APPENDIX B

EXTRA DUTY PAY

In addition to Appendix A previously set out, the following pay provisions are provided:

Vocational Agriculture, 11-month contract-----	34 days extra pay
Vocational Home Economics, 10 month contract-----	20 days extra pay
Guidance-----	20 days extra pay
Elementary Guidance-----	10 days extra pay
Librarian-----	10 days extra pay
Elementary Librarian-----	10 days extra pay

No staff member shall be assigned to sponsor the Junior or Senior class more than two successive years, except by consent of that staff member.

The Board retains the right to increase or decrease the number of extra pay days by a maximum of three (3) days per year provided the teacher is notified of the change on or before May 1 prior to the effective date of the change.

APPENDIX C
GRIEVANCE REPORT FORM

Distribution of Form:

- Copy 1 to Board of Education
 - Copy 2 to Association
 - Copy 3 to Teacher
 - Copy 4 to Administration
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Bldg. Assignment	Name of Grievant	Date Filed
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LEVEL _____

A. Date grievance occurred: _____

B. 1. State of Grievance _____

2. Relief Sought _____

Grievant Signature

Date

C. Disposition by Administration _____

Administrator's Signature

Date

D. Position of Grievant and/or Association _____

Signature

Date