

2011-12 School Year

Negotiated Agreement

Between

The Santa Fe Trail Education Association

And

The Board of Education of Unified School District 434

Osage County, Kansas

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Article 1: DEFINITIONS

1. **Administrative Employee**: Any Person who is employed by the Board in an administrative capacity and is fulfilling duties for which an administrator's certificate is required pursuant to K.S.A. Supp. 72-7513.
2. **Association**: Santa Fe Trail Education Association, affiliated with Kansas-National Education Association and the National Education Association.
3. **Board**: The Board of Education of Unified School District No. 434, Osage County, Kansas.
4. **Days**: Except when otherwise indicated, days shall mean calendar days.
5. **District**: Unified School District 434, Osage County, Kansas.
6. **He, Him, His**: Shall apply as appropriate to the male or female person(s).
7. **Professional Employee**: Any person employed by the Board in a position which requires a certificate issued by the State Board of Education or employed in a professional educational or instructional capacity by the Board; provided, the term "professional employee" shall not include any person who is an administrative employee or who is employed by the Board as a school psychologist or as a substitute teacher.
8. **NCA**: Refers to North Central Accreditation.
9. **School Site Council**: A group comprised of school personnel (administrators and teachers), parents and community members responsible for providing advice and counsel on evaluating performance goals and objectives and determining methods for meeting NCA goals and objectives
10. **Superintendent**: Superintendent of Schools of Unified School District 434, Osage County, Kansas.
11. **Teacher**: All professional employees of the District as defined in this Agreement.
12. **Seniority**: The status of an employee with respect to his length of service with USD 434. Seniority shall be computed for the employee's most recent date of hire.
13. **Part-Time Teachers**: Part-time teachers who teach .5 FTE or below are eligible to receive one-half of the district's defined benefit amount or one-half of the district's defined amount for unreimbursed medical expenses and are eligible for one-half of the designated leaves with pay.

Article 2: SAVINGS CLAUSE

If any provision of any article of this Agreement is held to be contrary to law, then such provision and all necessarily related provisions within such article shall not be deemed valid or subsisting, but all other provision shall continue in full force and effect.

Article 3: NOTIFICATION OF TERMS OF AGREEMENT

The Board shall post the Negotiated Agreement on the district's website and send an electronic copy of the Agreement to all teachers once the terms of the Agreement become ratified. (2008)

Article 4: GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A complaint by a teacher or a group of teachers based on an alleged violation, misinterpretation or misapplication of the negotiated agreement.
2. Aggrieved Person: The person or persons making the complaint.
3. Party in Interest: The person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. Association: The Santa Fe Trail Education Association.
5. Board: The Board of Education of Unified School District 434.

B. Purpose

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

C. Procedure

Level One

To initiate the grievance procedure the aggrieved person must, within 20 school days after the grievant becomes aware of the alleged violation of the agreement, file the grievance on the grievance form with employee principal or other immediate supervisor. A bona fide effort shall be made by both parties to settle all grievances at this level.

(b) Within 5 school days after receipt of the grievance form, the principal or other immediate supervisor will confer with the aggrieved person and counsel or representative in an effort to resolve the grievance. The principal or other immediate supervisor shall submit a finding in writing to the aggrieved person and counsel or representative within 5 school days after the conference.

Level Two

Within ten (10) school days after being presented with the findings from grievance at Level One, the employee(s) may proceed to Level Two;

(b) The superintendent of schools, within five (5) school days after receipt of the request from the aggrieved person(s) will confer with the aggrieved person(s) and counsel or representative in an effort to resolve the grievance. The superintendent shall submit a finding in writing to the aggrieved person and counsel or representative within 5 school days after the conference. (2009)

Level Three

Within ten (10) school days after being presented with the findings from Level 2:

If the aggrieved person is not satisfied with the disposition of employee grievance at Level Two, the employee may proceed to Level Three;

b) The board of education and the superintendent of schools, within fifteen (15) school days after receipt of the request from the aggrieved person will, in executive session, hear arguments pertinent to the grievance. If

possible, the Board and Superintendent will deliberate and render a decision following the hearing, but in any case will render a decision within fifteen (15) school days from the date of the hearing.

Level Four

If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, the grievant may submit the grievance to grievance mediation/arbitration within ten (10) school days. (2009) Grievance mediation/arbitration means an effort through interpretation and advice by an impartial third party to assist the parties in reconciling the grievance dispute in a mutually satisfactory manner, subject to the following:

The parties shall attempt to reach a resolution of the grievance by mutual consent of the parties. In the event the parties are unable to mutually agree to a resolution of the grievance with the assistance of the arbitrator, the arbitrator shall issue a decision at the immediate conclusion of arbitration. Upon agreement of the parties, the arbitrator may render a decision within 30 days after the conclusion of arbitration. The decision of the arbitrator shall be binding on both parties.

To the extent possible, the parties will use a commissioner or mediator from the Federal Mediation and Conciliation Services as the grievance mediator. In the event a commissioner from the Federal Mediation and Conciliation Service is unavailable, the parties shall select a mediator by mutual agreement of the parties.

The cost of the mediator shall be split equally between the Aggrieved Person and the Board. The costs of any witnesses, representation or other costs associated with the mediation of grievances shall be paid by the party incurring the cost.

D. Rights of Teachers to Representation

1. No reprisals will be taken by the Board or any member or representative of the administration against any aggrieved person, any party in interest, any counsel or representative or any other participant in the grievance procedure by reason of such participation.

2. A grievant and the board of education may be represented by a counsel or a representative of their choice at all stages of the grievance process, except level one. In an effort to settle the grievance as informally as possible, neither party shall be entitled to representation at level one.

E. Miscellaneous

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it would not normally be processed through all the steps in this grievance procedure by the end of the school year, every reasonable effort shall be made to expedite the completion of the grievance procedure prior to the end of the school year. If, by mutual agreement, the processing of a grievance is continued into the summer (rather than being held over until the following school year) the time limits shall be in calendar days rather than school days.

3. If the Board or any of its administrative staff do not hold a conference or do not present a written finding within the time allotted after any grievance conference, the aggrieved party may move the grievance to the

next level within 10 school days after the last date on which the conference could have been held or within 10 school days after the date the finding was due.

4. Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the aggrieved person and counsel or representative.

5. When it is necessary for the aggrieved person's counsel or representative, when such person is an employee of USD 434, to attend a grievance conference during the school day, the employees will, upon notice to their principal or immediate supervisor, be released without loss of pay in order to permit participation in the conference. Any employee whose appearance in such conferences as a witness is necessary will be accorded the same right.

6. All documents, communication 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.

7. Forms for filing grievance, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared by the Board and shall be available in the office of the Superintendent of Schools. The cost of preparing such forms shall be borne by the Board. (An example Greivance Form can be found in Appendix A)

Article 5: WORK DAY

The teacher's minimum professional day shall be a continuous period of 7 hours and 35 minutes.

The teacher's usual day will commence at 7:50 a.m. and end at 3:25 p.m. (2008)

For teachers who volunteer for and are selected to teach class outside the normal duty day, the reporting time shall be established between the teacher and principal as necessary to meet the time requirements of the class. These assignments shall be extended assignments, as defined in Article 17.

Parent-teacher conferences shall be scheduled for all teachers in a manner which best meets the needs of the professional staff, students and parents.

On district inservice days, the work day shall be from 8:00 A.M. to 3:30 P.M. with a minimum 45 minute lunch break. On days when school is dismissed early for inservice, the duty day will end at 3:30 P.M. Part-time teachers not regularly on duty when afternoon inservice is scheduled will be expected to be in attendance but will be compensated for their time on a pro rata basis.

The teacher's professional day may be extended only for purposes of staff meetings, parent-teacher conferences, school open house activities, and emergencies as determined by the Board, the superintendent, or the principals as affecting the health or safety of the student body. The teacher's professional day may also be extended for school accreditation related meetings not covered in Article 19 not to exceed 4 clock hours per semester without extra duty pay.

Part-time teachers not regularly on duty when inservices, conferences, preparation and work days are scheduled will be expected to be in attendance but will be compensated for their time on a pro-rata basis. (2008)

Article 6: DUTY YEAR

The duty year shall consist of 188 teaching, inservice and preparation days. The duty year shall consist of 175 teaching days, five all day preparation days, and eight inservice days. One full preparation day will be scheduled prior to school starting and another full preparation day scheduled following the final day of school. The remaining three preparation days will be placed at the end of the first grading period, the second grading period, and the third grading period. Preparation day is an uninterrupted day spent in a teacher's assigned duty working on content, as the teacher deems necessary, with no meetings scheduled.

The principal may dedicate a maximum of two clock hours for a general staff meeting on the morning of the first preparation day if no inservice day is scheduled prior to the first day of classes.

All contract days shall be Monday through Friday, exclusively.

Teachers will not be required to report for duty on days when student attendance is not required due to inclement weather. On days when students are dismissed early due to inclement weather or other emergencies, teachers shall be allowed to leave at the discretion of their building principal.

Article 7: PREPARATION TIME

A. All teachers will have a period each day of not less than 35 uninterrupted minutes of time for preparation time. In most instances, it is expected that this time period will be greater than 35 minutes. Nothing in this provision prohibits additional preparation time in segments of 35 minutes or less.

B. It is understood that circumstances may occur where a teacher will not have a preparation period on a given day. Such circumstances would include the changing of schedules due to a special program, or an emergency situation where a substitute is not available. Failure to have a preparation period on any one day shall not constitute a grievance.

C. Teachers shall not leave the school premises during their preparation period except by permission of their building principal. (2009)

Article 8: DUTY FREE LUNCH

All teachers shall have a daily duty-free lunch with a length of lunch period of no less than 25 minutes. (2008)

Upon informing the office of departure, teachers may leave the school premises during their duty-free lunch period.

Article 9: WORDING OF TEACHER CONTRACTS

UNIFIED SCHOOL DISTRICT NO. 434

Osage County, Kansas

TEACHER'S BASIC CONTRACT

This contract, made and entered into this _____ day of _____, 200__, by and between the Board of Education of Unified School District 434, Osage County, State of Kansas, hereinafter called "Board" and _____ hereinafter called "Teacher".

The parties hereto agree that Teacher shall be employed by Board as an employee of said Unified School District 434, Osage County, Kansas, for the school year 20__ - 20__, as defined and scheduled by Board, which shall include at least _____ duty days of teaching and other assignments as designated by the Board at the salary of \$ _____ for said year, payable in 12 equal installments, and in accordance with Article 10 of the Negotiated Agreement, commencing _____, 20 ____, subject to the following terms and conditions:

1. The Services to be performed by Teacher hereunder shall be as determined and assigned by the Superintendent of Schools, and Teacher shall be subject to Board; however, said policies, orders, rules and regulations are not a part of this contract. The Board reserves the right to transfer or reassign Teachers to any other school, or to any educational project or program of the School District for which Teacher is qualified.

2. This contract is contingent on the Teacher being and remaining certified during the term of employment hereunder with respect to the position for which Teacher is employed as provided by law. Beginning with the 2008-09 contract, new Teacher's salaries are contingent upon verification of educational hours, degrees and experience. Should the Teacher be unable to furnish to and maintain with Board applicable Kansas Certification to be in full force, as well as verify educational hours, degrees and experience during the term of employment hereunder, this Contract shall be null and void or terminated and canceled. (2008)

3. As a condition to entering or continuing employment, Teacher is required to have on file with the Board a certification of health as defined in Article 14 of the Negotiated Agreement.

4. In the event the employment of 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 an amount which, together with the compensation heretofore paid, 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 Board.

5. In the event Teacher is absent from duty except as hereinafter specified, deduction shall be made from the salary for each day of absence as provided by the rules and regulations of Board. Deductions shall not be made in the event such absence is covered by leave or is the result of other authorized absence in accordance with and subject to the rules and regulations of Board and the terms and conditions of any applicable negotiated agreement between the Santa Fe Trail Education Association and 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 or supplement thereto respectively, and to all other applicable United States and Kansas Laws.

WITNESS OUR HANDS on the day and year first above written.

UNIFIED SCHOOL DISTRICT 434
OSAGE COUNTY, STATE OF KANSAS

BY _____
President, Board of Education
(by Authority and Direction)

Teacher

ATTEST: _____
Clerk, Board of Education

**UNIFIED SCHOOL DISTRICT 434
Osage County, Kansas**

SUPPLEMENTAL TEACHER'S CONTRACT

This contract, made and entered into this _____ day of _____, 20__, by and between the Board of Education of Unified School District 434, Osage County, State of Kansas, hereinafter called "Board" and _____ hereinafter called "Teacher".

The parties hereto agree that Teacher shall be employed by Board as an employee to said Unified School District 434, Osage County, Kansas for the school year 20__ - 20____, as defined and scheduled by Board, which shall include the following:

Supplemental Assignment	Salary
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Said salary payable in twelve equal monthly payments commencing _____, 20____.

Pursuant to K.S.A. 72-5412(a), this contract is supplemental to the provisions of the Teacher's Basic Contract, a copy of which is attached hereto but is not a part thereof. WITNESS OUR HANDS on the date and year first above written.

WITNESS OUR HANDS on the day and year first above written.

UNIFIED SCHOOL DISTRICT 434
OSAGE COUNTY, STATE OF KANSAS

BY _____
President, Board of Education
(by Authority and Direction)

Teacher

ATTEST: _____
Clerk, Board of Education

Article 10: METHOD OF PAYMENT

A. Pay Periods

Each professional employee shall be paid in 12 equal installments on the 10th of each month. Employees shall be given the choice of direct deposit for payroll or to receive a standard payroll check. When choosing direct deposit, any administrative fee will be absorbed by the Board. Employees shall receive their check or check receipt at their regular building and on regular school days, unless otherwise designated by the employee at least one day prior to the pay date.

B. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

C. Summer Checks

June, July and August checks for teachers other than summer school teachers shall be mailed to the address designated by the employee.

D. Extra-Duty Pay and Car Allowance

Teachers shall submit claims for payment for extra duty as defined in Article 18, and for mileages, as defined in Article 22, to each building principal on a date determined by the building principal. (2008)

Article 11: PAYROLL DEDUCTIONS AND REDUCTIONS

A teacher may deliver written notice authorizing certain payroll deductions to the payroll department 30 days after initial employment or during open enrollment. Upon authorization, the payroll department shall deduct from the salary of the employee and make appropriate remittance for (2011):

1. **Association dues**: Pursuant to such authorization, the board shall deduct 1/12th of such dues from the regular salary check of the employee each month for the twelve months beginning in September and ending in August of each year. If the authorization is received after September 10, the deduction will be prorated over the remaining pay periods. Once the authorization is properly filed, the dues deduction will continue until revoked in writing by the teacher. In order to ensure the proper amount of money is withheld for association dues, the local association will certify to the board the correct amount of annual dues.

2. **Annuities**: Tax-sheltered annuities with companies approved by the board. Annuity enrollments may occur at any time during the calendar year.

3. **529 Plan**: A tax-sheltered plan with companies approved by the board that is designed to help people save for the expenses of a college education.

4. **Section 125 Benefits**: Health Benefits and Dental Insurance, Vision Insurance, Flexible Spending Accounts, and Dependent Care Reimbursement, with companies approved by the board.

5. **Other Benefits**: Group Term-Life Insurance, Dependent Life Insurance, Short-Term Disability Insurance, and Cancer Insurance, with companies approved by the board. (2008)

Article 12: NOTIFICATION OF ASSIGNMENT AND VACANCIES

A. Teachers will be notified by the building principal of their teaching and supplemental assignments for the next school year before the dismissal of the prior school year, provided that the negotiated process is completed. (2009) If it becomes necessary to make adjustments in assignments after the dismissal of school, the building principal will consult with the affected teacher and the Superintendent of Schools prior to making the adjusted teaching assignment.

B. Announcement of vacancies in the district will be emailed to all certified staff members promptly after notice of the vacancy has been received by the Superintendent of Schools, and such vacancies have become public knowledge.

Should vacancies occur during the summer, vacancies will be emailed to the certified staff members thorough their district email account. Certified members who prefer summer notices be sent to them directly to their residence, either by regular mail or email, need to notify the district office of this request prior to leaving for the summer. (2008)

Article 13: INSERVICE EDUCATION

A. Professional Development Council

Recognizing the importance of an inservice education program that meets the needs of teachers, the parties shall establish a Professional Development Council which shall ascertain the inservice needs of teachers and also the kinds of costs of inservice programs which may be used to meet those needs.

The council shall consist of 9 voting members (composition of which is shown below). Of the five teacher representatives, one shall be appointed from each attendance center in the district with one at-large member. The council will develop its function and guidelines for carrying out those functions so as to be in compliance with Kansas State Board of Education regulations and guidelines governing approved inservice programs. The Council shall have the authority to appoint subcommittee members from within the teaching staff to address special needs as identified by the Council.

The Council shall designate one of its members as the Council Chairperson.

The at-large member will be compensated at the rate designated in Article 18 (Assigned Committee Work).

B. Rules

The Council shall be responsible for establishing the rules of the Council and for setting the time, place, duration, and frequency of meetings. Upon approval of the superintendent, released time from regular duty assignments may be authorized to carry out Council responsibilities.

C. Areas of Responsibility

The Council shall organize itself and make recommendations to the board of education for the planning and conducting of inservice education of all professional employees.

D. Specification of Inservice Days

All in-district inservice education programs shall be conducted during regular school hours on regular work days as set forth in Article 5.

E. Development of an Inservice Strategy

The Council will develop a broad strategy to support the development of the district's overall inservice needs to assist staff development in associated areas of district restructuring. This plan may address building needs, cross-building groups with similar inservice needs, or district-wide needs. When addressing building needs, input will be gathered from teaching staff in that building.

The Council will develop a strategy to meet the specific, individual teacher needs necessary for the teacher to advance specific skills or to perform new or revised professional tasks.

F. Composition

- One Certified Representative (NCA Chair) from each attendance center plus one at-large member (5 total voting members)
- One Administrative Representative from each attendance center (4 total voting members)
- One Board of Education (BOE) Representative (advisory)
- District Technology Director (advisory)
- Director of Curriculum and Instruction (ex-officio) (2008)

Article 14: HEALTH PROVISIONS

A. Physical Fitness - New Teachers

Each teacher new to the school district or returning to the school district after an absence of more than 1 year shall be advised in writing of the physical fitness requirements at the time of employment. All new teachers are required to provide certification of health pursuant of K.S.A. 72-5213.

B. Additional Examinations

The Board reserves the right to require additional physical or mental examinations. The cost of such examinations will be borne by the Board. The teacher shall have the right to select a physician from a Board approved list of physicians. The teacher shall have the right to request his physician be added to the Board's list of physicians. The denial of such request shall not be grievable. If the Board of Education is dissatisfied with the medical report of the teacher's personal medical doctor, the Board of Education may require another examination by a medical doctor selected by the Board of Education

Article 15: KEYS

All professional employees shall be issued key(s) to their building(s), classroom(s) and work area(s) of their school. Teachers shall return all issued key(s) to their building principal(s) at the end of the spring semester. Teachers may elect to check out keys during the summer. Teachers who elect to keep their keys during the summer months will sign the form provided by the principal.

Article 16: SALARY

A. Placement on Column

Each teacher shall be eligible for and shall receive the highest salary to which his degree and additional graduate or inservice points hours entitle him. On the Salary Schedule, Section E of this Article, each vertical column shall represent an earned degree from an accredited institution of higher learning or an intermediate column between earned degrees representing additional earned degree or inservice points. To be eligible for an appropriate degree column or inservice points, the teacher must have earned the degree or inservice points that column requires. His placement on an intermediate column higher than the degree or inservice points column to which he is entitled is contingent upon his having earned the additional number of graduate semester hours or inservice points which that column specifies. For movement on the salary schedule, twenty inservice points (Level III) are equal to one credit hour. Movement in the Bachelor's columns requires that at least half of the credits come from graduate hours. Movement in the Master's columns can come from any combination of graduate hours and/or inservice points (Level III). (2009)

Inservice points for column movement will be awarded only from Level III as defined in the district's Results-Based Staff Development Plan. All points earned prior to the 1996-97 contract year are excluded from this provision.

B. Placement on Step

At the time of initial employment, a teacher with prior teaching experience shall be placed on the step corresponding to the number of years of teaching experience in state accredited public and private schools for which state teacher certification is required. (2008)

All teachers who teach at least one-half of the duty day as defined in Article 6 shall move vertically on the salary schedule, one step for each year in which they teach half time or more.

Teachers who have taught for a full day as defined in Article 5 for one-half or more of the duty year as defined in Article 6 and teachers on extended contract who have taught for one-half or more of the appropriate individual contract shall be advanced one-half step on the appropriate column on the salary schedule. It is understood that teachers who have taught five (5) or fewer days less than the appropriate half year shall be considered to have taught for one-half year or more.

C. Movement on New Column

Employees who secure additional college graduate hours appropriate to educational certification or endorsement from a properly accredited (accredited by a major regional accrediting agency such as the North

Central Association) institution, shall be placed on the designated column appropriate to the number of hours secured and/or inservice points. Any teacher planning to move horizontally shall file suitable evidence of additional education and/or inservice points credit as defined in Section A of this article and must notify the Superintendent's office of his/her intent not later than May 1 of each contract year. (2009)

D Extra Assignment and Extended Contract Rate

1. Any employee whose assignment exceeds the regular employee work day (Article 5), duty year (Article 6), or exceeds the regular daily teaching assignment shall be additionally compensated as follows: (2009)

(a) Each employee who contracts to work for more than the contract days provided for in this agreement shall be paid at said employee's daily rate of pay times the number of work days contracted beyond the regular contract days.

2. The compensation for professional employees employed for At-Risk Instructional Program/summer school shall be established at a rate of \$30.00 per hour. (2009)

E. Liquidated Damages

1. In the event of a breach of the employment contract by the employee, the employee agrees to pay the Board the sum of:

- \$500 if the employee notifies the Board after May 15th
- \$750 if the employee notifies the Board after June 15th.

2. The Board has the option of either accepting the above stated sum or waiving the legal remedy entirely.

3. This liquidated damages clause is intended to be the exclusive remedy available to the Board.

4. This clause does not abrogate statutory and constitutional rights employees have to the continuation and fulfillment of their contracts.

F. Early Notification Incentive

1. An employee may make notice of his resignation or retirement from USD 434 prior to May 15th in compliance with the continuing contract law. If an employee wishes to make notice of his resignation or retirement before the following date, the employee shall be compensated as follows:

- \$750 if the employee notifies the Board by October 1st
- \$500 if the employee notifies the Board after October 1st, but by November 1st.

2. The early notification incentive shall be paid to the employee on the next payroll following Board approval. (2008)

Education									
Step	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
14						49,410	50,285	51,185	52,110
13					47,685	48,535	49,410	50,310	51,235
12				45,985	46,810	47,660	48,535	49,435	50,360
11			44,310	45,110	45,935	46,785	47,660	48,560	49,485
10		42,660	43,435	44,235	45,060	45,910	46,785	47,685	48,610
9	41,035	41,785	42,560	43,360	44,185	45,035	45,910	46,810	47,735
8	40,160	40,910	41,685	42,485	43,310	44,160	45,035	45,935	46,860
7	39,285	40,035	40,810	41,610	42,435	43,285	44,160	45,060	45,985
6	38,410	39,160	39,935	40,735	41,560	42,410	43,285	44,185	45,110
5	37,535	38,285	39,060	39,860	40,685	41,535	42,410	43,310	44,235
4	36,660	37,410	38,185	38,985	39,810	40,660	41,535	42,435	43,360
3	35,785	36,535	37,310	38,110	38,935	39,785	40,660	41,560	42,485
2	34,910	35,660	36,435	37,235	38,060	38,910	39,785	40,685	41,610
1	34,035	34,785	35,560	36,360	37,185	38,035	38,910	39,810	40,735

(2011)

Article 17: SUPPLEMENTAL SALARY SCHEDULE

1. All percentages listed in this Article will be applied to Column BS of the Salary Schedule found in Article 16.
 - a. For each year of experience the pay for these Supplemental contracted duties will be reflected by the steps in Column BS.
2. Supplemental experience at USD #434 will be the determining factor for step placements.
 - a. At the Boards' or Superintendents' discretion, teachers who have years of experience outside USD #434, may transfer that experience.
 - b. Coaches with more than two years coaching experience at USD #434 will transfer no more than two years to a different sport.
 - c. Changing sports: First year coach at USD #434 will transfer one year to a different sport.

3. Supplemental positions and corresponding percentages are as follows:

Position	Percent		Position	Percent
Grade School Yearbook	1%		JH Football - Asst.	5%
			JH Track - Asst.	5%
8th Grade Class Sponsor	2%		JH Volleyball - Asst.	5%
JH Student Council	2%		JH Wrestling - Asst..	5%
FBLA -Asst.	2%		HS Forensics - Asst.	5%
HS KAY Club	2%		HS Scholars Bowl	5%
HS Newspaper	2%			
NHS	2%		JH Drill Team	6%
Renaissance	2%		JH Pep and Cheer	6%
SADD Sponsor	2%		HS Play Director	6%
Senior Class Sponsor	2%		HS Musical Director	6%
			HS Vocal	6%
HS Student Council	3%		HS Cross Country - Asst.	6%
JH Play Director - Asst.	3%			
JH Scholars Bowl	3%		JH Basketball Boys	8%
Odyssey of the Mind	3%		JH Basketball Girls	8%
			JH Football	8%
Attendance Center Tech. Asst.	3%		JH Track	8%
HS Yearbook	3%		JH Volleyball	8%
JH Play Director	3%		JH Wrestling	8%
Junior Class Sponsor	3%		HS Baseball - Asst.	8%
Power School Tech. Asst.	3%		HS Basketball Boys - Asst.	8%
Weight Program	3%		HS Basketball Girls - Asst.	8%
			HS Cross Country	8%
Grade School Vocal	4%		HS Debate	8%
HS Musical Director - Asst.	4%		HS Basketball Boys - Asst.	8%
HS Play Director - Asst.	4%		HS Basketball Girls - Asst.	8%
FBLA	4%		HS Cross Country	8%
			HS Debate	8%
JH Basketball Boys - Asst.	5%		HS Football - Asst.	8%
JH Basketball Girls - Asst.	5%		HS Forensics	8%

Position	Percent		Position	Percent
HS Golf Boys	8%		HS Band	11%
HS Golf Girls	8%		HS Baseball	11%
HS Softball - Asst.	8%		HS Softball	11%
HS Track - Asst.	8%		HS Track	11%
HS Volleyball - Asst.	8%		HS Volleyball	11%
HS Wrestling - Asst.	8%			
			HS Basketball Boys	13%
HS Drill Team	9%		HS Basketball Girls	13%
HS Pep and Cheer	9%		HS Football	13%
			HS Wrestling	13%

(2010)

4. When the Board determines and the Association agrees, this schedule will be applied to the concurrent salary schedule. This will only apply for years when money proves to be low for funding of the budget. These freezes will be open for review during the next negotiating period and no freeze will last longer than one year without negotiating for an extension. The freeze will apply to "BS" column, Steps 1 - 10 only. Movement for experience will occur. The Board and the Association agree to freeze the supplemental salary schedule at the 2008-09 level for the 2010-2011 school year. (2011)

Article 18: EXTRA DUTY

Except for Supplemental Duties, whenever a Professional Employee volunteers or is required to work time beyond the work day, or the duty year, as defined in Articles 5 and 6, that time shall be considered Extra Duty. Whenever an employee works in any group which is considered extra duty, a roll sheet will be provided for the employee to sign. This roll sheet will be the official log of time worked. The responsibility for ensuring the availability of the roll sheet is that of the administrator or person who has called the meeting. Employees will only be required to attend meetings approved by the administration. Conferences with parents after the work day shall not apply as extra duty. Employees will be compensated at the following rates per hour or the total activity, as may apply:

PROFESSIONAL DUTY HOURS

Student Tutorial and/or Parenting Classes	\$20.00
Assigned Committee Work	14.00
Supervision of Study Sessions and/or Detention	15.00

SCHOOL IMPROVEMENT TEAMS (NORTH CENTRAL ACCREDITATION)

School Improvement Committee Chairperson	\$1,000 per year
School Improvement Target Area Committee Chairperson	300 per year

OTHER INDIVIDUAL DUTY HOURS

	<u>Hourly</u>	<u>Minimum</u>
Concession Stand Directors	\$10.00*	\$22.50
Ticket Takers	8.00*	20.00
Timers and Scorekeepers	8.00*	20.00
Athletic Events Support (KSHSAA, Track, etc.)	15.00*	20.00
Dance Sponsors	8.00*	20.00
Music Program Sponsors	8.00*	20.00
Other Short-Term Activity Sponsors Not Addressed	8.00	

*These activities will pay a stated minimum for each assignment.

FAST LANE (After School Child Care) shall not fall under the provision of the Negotiated Agreement. (2009)

1. All assignments and hours are subject to prior approval by the superintendent or his designee.
2. Hourly payment for Extra Duty does not apply to any of the supplemental duties as defined in Article 17.
3. Activities associated with, or participation on, School Site Councils will not be compensated.
4. If teachers do not volunteer for the duties to be assigned, the district administrators may go outside professional employees to fill such assignments.

RECORD KEEPING

Employees will be responsible for keeping records of their time and the principal shall initial that the employee did participate in the extra duty activity for the designated time. Each building administrator will determine when timesheets are to be turned in for building processing for payment with payment to be made the employee's next pay period. (2008)

Article 19: BENEFITS PROGRAM

A. Section 125 Salary Reduction Benefits

The Board of Education shall furnish employees of USD 434, Osage County, with a choice of receiving certain tax-free benefits provided by the district in lieu of taxable compensation. It is the intention of the district that the plan qualify as a salary reduction "Cafeteria Plan" within the meaning of

Section 125 (d) of the Internal Revenue Code of 1954, as amended, and that the benefits which an employee elects to receive under the Plan be eligible for exclusion from such employee's income under Section 125 (a) of the Internal Revenue Code of 1954, as amended.

Provided further the sum of money to be used by the professional employee toward the purchase of

nontaxable benefits shall not exceed \$1,800 per month. The amount shall be determined by the professional employees once each year on or before August 30, unless such date falls on or during a school holiday, vacation or weekend. The date would then be the last previous working day.

These benefits, which are hereinafter referred to as the “plan,” may include: (1) health insurance (hospitalization), (2) vision insurance, (3) dental insurance, (4) childcare expense, and (4) unreimbursed medical expense.

A teacher deciding to reduce his/her salary must provide written notice to the superintendent, on forms provided by the superintendent, on or before August 30 for new employees (for either health or disability insurance) or prior employees selecting enrollment in disability insurance and August 30 of each year for current employees selecting new enrollment in either health or disability insurance. (Current employees may enroll in the health insurance program only on the policy anniversary.) Teachers who become employed after the school year begins may enroll in the health and/or disability insurance plan within 30 days after the date of employment.

The notification shall include the dollar amount of salary reduction and the benefits desired. The benefits or the amount of salary reduction may not be changed during the plan year except changes in the amount of salary reduction will be allowed upon a change of family status of the employee as provided in the plan agreement or in the event of a termination of one of the plan benefits.

In the event of a premium refund from the participating health insurance company, such refund shall be returned to the teachers in the proportion of the share of the cost assumed by each individual teacher.

B. Defined Benefit

The Board will contribute a determined amount per month toward each eligible teacher’s membership in the school district health plan. Said amount will be determined by one-half the monthly premium rate increase for the Option III single plan for the 2011-12 school year in addition to the \$325 contribution. Said amount shall not exceed \$350 or the cost of a single membership, whichever is less.(2011) Unless otherwise provided for above, election to participate in the plan must be submitted to the Clerk of the Board by August 30, unless such date falls on or during a school holiday, vacation or weekend. The date would then be the last previous working day.

A maximum of \$800 per year of defined benefit may be used toward the purchase of vision insurance, dental insurance or unreimbursed medical expenses for those district employees that meet all of the following criteria: a) employee was contracted by the district during the 2007-08 school year; b) employee was continuously enrolled in said plan on or before the 2007-08 school year (2009); c) employee is not enrolled in the district health insurance plan. Such declaration must be made at the time of declaration for the selection of Section 125 Salary Reduction Benefits which is not later than August 30 each year. The \$800 defined benefit, not used for vision insurance or dental insurance will be deposited in an individual flex spending account administered by the district’s Section 125 provider for the use of unreimbursed medical expenses per guidelines established through Section 125. (2008)

An employee aged 65 or older may elect to take a cash option of \$300 per month. To be eligible for this cash option, the employee must waive the district’s health insurance coverage. (2010)

C. Insurance Committee

An insurance committee shall be formed by the board of education. Its membership will include a certified teacher from each attendance center plus one at-large representative from the certified teaching staff. It shall be the Association's responsibility to appoint the teacher representatives to the committee. The board shall appoint four additional committee persons representing the non-teaching departments of the school district. The school superintendent or his/her designated representative shall be a continuous and on-going member of the insurance committee.

Functions and characteristics of this committee include:

1. The insurance committee shall meet as needed from September through May without additional compensation.
2. The committee shall be a clearinghouse for insurance concerns that cannot easily be resolved with the district's insurance office or representative.
3. The committee shall monitor insurance policy issues such as utilization data, benefits and coverage, health care industry issues and shall be a source for information exchange throughout the district.
4. The committee shall organize itself at the beginning of the year and shall elect or appoint a committee chairperson and the committee shall determine its methods of operations.
5. The insurance committee shall make annual recommendations to the board of education for its provider and policy provisions.
6. No change in any insurance coverage or provision shall be taken by the board of education without the prior input of the insurance committee.

Article 20: EXTRA COMPENSATION

Teachers who are assigned to serve as a substitute teacher during their normal planning period shall be paid at the rate of \$20 per clock hour (\$0.33 per minute). Teachers that attend an IEP during their normal planning period shall be paid at the rate of \$0.33 per minute to a maximum of 40 minutes per work day.

Teachers who are assigned or who agree to teach a homebound or hospital bound Santa Fe Trail student shall be paid at the rate of \$20 per clock hour of instruction time. Such teachers shall also be eligible for mileage per Article 22 of this agreement.

Lunchroom Supervision – Teachers who volunteer to serve for lunchroom supervision will be compensated at \$20 per hour, prorated for actual time worked.

Morning Supervision – Teachers who volunteer to serve morning supervision will be compensated \$20 per hour, prorated for actual time worked prior to the duty day.

Concurrent Classes – Teachers who teach concurrent classes (college credit) will receive one-half of the instructional fees from the college/university. (2009)

Article 21: DEVELOPMENT OF IEPS

Development and implementation of IEPs shall be defined as a process which includes all of the meetings which may lead to the development and implementation of an IEP. Those meetings are: pre-assessment, pre-staffing, the actual writing of the IEP and any follow-up meetings required to implement the IEP. Some of the meetings may be combined, as are sometimes the staffing and writing of the IEP. Not all meetings will be held when it is determined during the IEP development process that special education placement is not appropriate for a student.

Teachers who participate in the IEP development and implementation meetings outside the regular workday, as defined in Article 5, during the school year shall be compensated at the rate of \$25 per meeting and an additional \$5.00 per 15 minutes to be paid for time beyond the first hour.

Request for payment must be submitted to the building principal at a date determined by the principal, to be eligible for payment the employee's next pay period. (2008)

Article 22: CAR ALLOWANCE

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive the State of Kansas designated mileage rate. The same allowance shall be paid for use of personal cars for field trips or other business of the district.

Article 23: LEAVES WITH PAY

A. Days of Leave

1. All professional employees shall be allowed twelve (12) days of leave per school year, accumulative to seventy-five (75) days maximum.

2. Employees with more than seventy-five (75) days of leave at the end of each contract year will be reimbursed for days beyond seventy-five (75) days at a rate of \$60 per day, back to the maximum of seventy-five (75) days.

3. Employees with less than seventy-five (75) days of leave. Those professional employees who miss one (1) day or less during the school year may be compensated a maximum of six days of leave at a rate of \$60 per day, at their discretion. Remaining days will be credited to the professional employee's leave account. Notification for compensation needs to be made by the employee to the district office prior to the end of the duty year.

4. Individuals who do not attend district professional development for any reason will be deducted for the absence at a rate of two (2) days of leave per occurrence.

5. Upon retirement, contingent upon meeting contractual obligations, teachers with five (5) years or more of contractual service will receive payment for all unused leave at \$60 per day.(2011)

B. Professional Leave

Professional leave is granted when a request is submitted by the teacher to the superintendent and when the superintendent approves the request. Requests previously approved by the Professional Development Council will be given priority within the range of the district inservice budget.

C. Legal Leave

1. Teachers will be granted leave without loss of pay to perform required jury duty. All compensation received by the teacher for performing required jury duty must be given to the district, except mileage reimbursement, to be granted paid leave.

2. Teachers will be granted leave without loss of pay when required to appear in legal proceedings for Unified School District 434, when a defendant in the same action in which Unified School District 434 is a defendant, and when a defendant or witness in any other Unified School District 434 related action in which the Board supports a Unified School District 434 defendant teacher.

3. If a teacher is the victim of a crime that occurs on school property and while performing their professional duties, said teacher will receive leave to address any and all legal business as related to the crime, and will not experience a deduction in salary. (2008)

D. Association Leave

The Association shall be allowed to use up to 5 days of leave each school year for use by teachers who are officers or agents of the Association. The Association shall reimburse Unified School District 434 for the loss of use of the teacher taking such leave by paying the daily cost of a substitute teacher. The Association shall notify the Superintendent not less than 5 calendar days in advance of using such leave.

E. Notification of Accumulated Leave

Each teacher shall be notified as to the number of leave days accumulated including days credited for the current year on each pay check. When a teacher is absent and the Superintendent or his designee determines that such absence is covered by one of the leave provisions of this agreement, the teacher shall be notified within 30 days of the absence as to which leave provision has been used.

F. Sick Leave Bank

Members of U.S.D. 434, Professional Employees, upon voluntary written agreement, shall be allowed to donate one day leave per year to a Sick Leave Bank. Participating teachers who have deleted their accumulated leave may draw upon the bank as provided in the terms listed hereinafter.

The Sick Leave Bank shall be administered by the Sick Leave Bank Committee.

I. Committee Selection and Duration of Term

A. The Sick Leave Bank Committee will consist of:

1. Two teachers from Carbondale Attendance Center
2. Two teachers from Santa Fe Trail High School
3. Two teachers from the Overbrook Attendance Center
4. One teacher from the Scranton Attendance Center

B. Santa Fe Trail Education Association will select the committee members.

1. Any teacher contributing to the Sick Leave Bank is eligible to serve on the Sick Leave Bank Committee, regardless of association membership.
2. The following year's committee will be selected by the association before the end of the current school term.
3. Each member of the committee will serve from August 15 to June 30 of each year.

Teachers are allowed to serve more than one year on the committee.

II. Membership

- A. Any professional employee who joins the bank for the current school year may make application for sick leave bank days.
 - 1. A teacher who is in their first year of employment with USD 434 may make application for up to 10 additional days of sick leave.
 - 2. A teacher who is in their second year of employment with USD 434, may make application for up to 20 additional days of sick leave.
 - 3. A teacher who is in their third year of employment with USD 434, may make application for up to 30 additional days of sick leave.
 - 4. A teacher who has reached 4 or more years of employment with USD 434 may make application for up to 40 additional days of sick leave.
- B. New enrollment for donating days must be submitted to the district office by August 30th of each year. These forms will be forwarded and placed on file with the committee chair.
- C. Current members will maintain ongoing membership, unless written notification is submitted and received by August 30th to the district office.

III. Committee Rules of Operation

- A. The committee chair will notify committee members by October 1st of the status of the Sick Leave Bank for the year.
- B. The committee, as well as the Superintendent, will be notified by e-mail or phone when an application is received.
 - 1. A determination will be made within five (5) days of the application receipt by the committee chair on how a vote will be taken.
 - 2. A vote can be taken by:
 - a. e-mail
 - b. phone
 - c. at a committee meeting
 - 3. Each member will notify the committee chair of their vote to approve or not approve the request within two (2) working days of being asked to vote.
 - 4. All action will be based on a simple majority vote.
 - 5. It is the intent of the committee to minimize the time required to make a qualified decision. More time may be necessary if more information is needed from the applicant.
 - 6. All decisions of the committee in reference to bank use are final.
- C. Days remaining in the bank at the end of each year will be retained and applied to the following year, in conformance to the following:

1. An employees wishing to participate in the bank, for the first time, will contribute one day to the bank to be deducted automatically from the leave accumulation of each new participating employee. (2008)
 2. If the maximum allowable day is not fulfilled by those days provided by new members, continuing members will contribute a prorated day to fulfill the maximum. However, no member shall give more than one day to the Sick Leave Bank in a given year. It is understood that the bank may not reach its maximum allowable days. (2008)
 3. Over time, days in the bank may accumulate to a maximum of twice the number of participating employees.
- D. The committee chair will prepare a report to be presented to the Board of Education reviewing the bank's prior yearly activity by June 30th.

IV. How to request days

- A. The only reasons sick leave bank days can be approved by the committee are for the following:
1. When the employee has an emergency illness or a prolonged illness, the employee must have a written statement from a doctor stating the illness is one of a very serious nature.
- B. Bank days may be used for the illness or injury of certified employees only.
- C. Sick leave bank days may be applied for only after the professional employee has exhausted their accumulated leave.
- D. All requests for bank days must be made in writing by the teacher or the teacher's family and/or adult agent.
1. When an emergency does arise in which the employee is unable to file for bank days, because of being incapacitated, their families and/or adult agent will be allowed to make application for them.
 2. Their family and/or adult agent will have written proof from a doctor attached to the application that the employee is incapacitated at that period of time.
- E. Usage request forms for bank days may be obtained on the district's website (2008).
- F. Completed usage request forms may be turned in to the building office manager, district office, or Sick Leave Bank committee member.

V. Review

- A. These guidelines and rules will be reviewed not later than June 30, 2009.

Article 24: JOB-RELATED ILLNESS OR INJURY

When a teacher suffers a job related injury, as so determined by the Kansas Director of Worker's Compensation, and is absent from his employment, the following benefits shall be provided.

1. The teacher's absence shall be charged to his illness/disability leave benefits.

2. The Board shall reimburse the teacher for the first 5 days of absence and reinstate such leave used during those 5 days when (a) it has been determined by the Worker's Compensation Director that the accident was job-related; (b) the teacher is absent from work less than 2 weeks.

3. The Board shall reinstate one day's leave charged to the teacher during such absence for each day's Worker's Compensation benefits the teacher returns to the Board

4. The teacher shall submit proof to the Board that the Worker's Compensation Director has determined that the injury was job related.

Article 25: HOLIDAYS

1. Holidays to be observed with school not in session are:

- a. Labor Day
- b. Thanksgiving Day
- c. The day following Thanksgiving Day
- d. Christmas Day
- e. New Years Day
- f. Memorial Day
- g. Independence Day
- h. Such other days as determined by the Board

2. There shall be a spring break each year of 5 consecutive week days.

Article 26: JANITORIAL RESPONSIBILITIES PROHIBITED

Teachers shall not be required to perform on a regular basis those duties formally assigned to the janitorial staff.

Article 27: DISCIPLINE

If any written document concerning discipline is placed in the teacher's personnel file, the teacher shall be given a copy of such document. The teacher shall have the right to rebut or respond to any such document by placing a written response thereto in said teacher's file. (2008)

Article 28: STUDENT TEACHING PROGRAM ASSISTANCE

Teachers supervising student teachers shall receive as compensation for such supervision the total amount paid by the college or university, less statutory payroll deductions including the Board's share of Social Security Tax, for placement of such student teachers. Such compensations shall be added to the teacher's regular monthly

paychecks. Acceptance of student teacher supervision shall be voluntary.

Article 29: REDUCTION IN STAFF

A. General

1. Upon determination by the Board of Education that there will be a reduction in force, the following guidelines will be used to determine how the number of staff shall be reduced.
2. The greatest possible reduction in teaching staff shall be accomplished through attrition.
3. The reduction may be applied to all teachers or to only some group (i.e., grade level, department, or curricular area). The reduction shall be applied to the largest group or groups of teachers which may be reasonably considered. The Superintendent, subject to Board approval, shall determine the group or groups of teachers from which the reduction shall be made.

B. Selection

1. Within each specified group, teachers shall be selected by the administration for reduction in force in the following order:
 - (a) Nontenured teachers who are not certified to teach the remaining positions.
 - (b) Tenured teachers who are not certified and qualified to teach in the remaining positions.
 - (c) When the Board determines that further staff reductions are required and there are two or more tenured teachers who are otherwise equally certified to teach in the remaining position(s), the Board shall utilize the following criteria:
 - * total length of service to the district
 - * certification endorsements
 - * the last three evaluations; and
 - * college hours earned beyond Bachelor's Degree

2. As teachers are selected for reduction in force, their names shall be placed on a list in the order of their selection. A copy of the list shall be given to the Association in a timely manner. (2009)

C. Notice

1. Any teacher who is to be recommended for reduction in force shall be notified according to K.S.A. 72-5436, et seq., as amended. A copy of the notice shall be given to the Association. Such notice shall include:
 - (a) The basis for the initial decision for teaching staff reduction.
 - (b) The reason(s) for the selection of the individual teacher.
 - (c) A copy of this Article.
 - (d) Notice to the individual teacher of an opportunity to respond.

D. Rights

1. After implementing such a reduction procedure, the list of names of reduced teachers shall be maintained for three (3) years.
2. Any teacher who has been so reduced shall no longer be considered an employee and shall have no

employee rights or benefits other than those required by law or by this agreement.

3. Any teacher who has been reduced may retain membership in the Board's provided health coverage plan. However, the board shall make no contribution and the teacher must make advance arrangements for payment of premiums with the District business office.

4. It is the responsibility of the listed reduced teachers to keep the Administration informed of their current address and any changes in teaching qualifications.

5. If a vacancy occurs within three (3) years for which any teacher named on the list qualifies, the position shall be offered to the teacher whose name was most recently placed on the list and who qualifies for such vacancy. However, the Board is not obligated to offer any teacher a position of greater full-time equivalency than that teacher had when he/she was reduced. The usual employment procedures will be followed in determining fitness for recall.

6. If any teacher named on the list waives recall rights in writing, fails to accept recall to a position for which the teacher is qualified, fails to respond within ten (10) days to a recall notice sent to the latest address which the teacher has furnished to the Administration, or fails to report for duty in the accepted position, the name of such teacher shall be removed from the list and such teacher shall have no further recall rights.

7. Any teacher who is recalled shall regain all employment benefits to which he/she was entitled at the time of reduction. However, no benefits may be accrued during the period of unemployment and the teacher shall be subject to all changes in employment conditions which have been made in the interim.

8. Any teacher who has been so reduced may apply for assignment as a substitute teacher.

Article 30: DURATION OF AGREEMENT

This Agreement is made between the Board of Education, USD #434, and the Santa Fe Trail Education Association for a period of one year commencing July 1, 2011, and ending June 30, 2012.

Articles affected by state or federal law may be opened by formal notice by either party to this Agreement. (2011)

Article 31: EARLY RETIREMENT

Employees of Santa Fe Trail USD 434 wishing to participate in the early retirement program must notify the superintendent's office no later than February 1, (if extenuating circumstances occur after February 1, early retirement could be approved) unless such date falls on or during a school holiday, vacation or weekend. The date would then be the last previous working day.

Benefits provided under this policy shall be based on the last annual base salary of the employee. The benefits for employees who have retired will not change, even if the provisions of this policy are altered later.

This policy becomes effective for employees who retire after the commencement of the 1993-94 school year and who are employed under a 1993-94 contract or work agreement.

To be eligible for early retirement benefits, an employee must be a vested member of the Kansas Public Employees Retirement System (KPERS) and meet the criteria of one of the following Categories of Employees.

A. Categories of Employees

The following categories of employees may apply for benefits under this policy:

Category 1: Employees who have acquired eighty-five KPERS retirement points (a combination of age and KPERS service that adds to 85) and who have completed by June 30 of the retirement year fifteen (15) years of service in USD 434 that could include service given through the employment of the Three Lakes Cooperative.

Category 2: Employee who qualifies for retirement under the basic provisions of KPERS. These employees must have attained the age of 62 and have 10 years of vested service in KPERS but have not acquired eighty-five retirement points at the time of retirement and who have completed by June 30 of the retirement year fifteen (15) years of service in USD 434 that could include service given through the employment of the Three Lakes Cooperative.

B. Benefits

Designated Yearly Benefits will be paid monthly. The Designated Yearly Benefit will be divided by twelve and paid on or before the twenty-fifth of each month. Benefits will be provided in conformance with the Designated Yearly Benefits percentage, as provided for either Category 1 or Category 2 of this policy, whichever shall apply, as related to the year of retirement. No employee will receive more in benefits than the authorized maximum per year, as identified in the Designated Yearly Benefit section of this policy for the Category of the employee's retirement.

The employee may apply the early retirement benefit payments to premium in the district's medical benefit program, in lieu of taking the payment in monthly cash payment. Any excess monthly benefit due the employee following payment of the monthly premium shall be paid in cash, as otherwise provided for in this policy.

All Designated Yearly Benefits under this policy cease on the month following:

- 1) the employee becoming age 65; or
- 2) the death of the employee.

The following formulas and provisions shall be used to calculate Designated Yearly Benefits under this policy:

Category 1 Employees:

<u>Year of Retirement</u>	<u>Designated Yearly Benefits</u>
<u>First Year of Retirement =</u>	<u>21% of final yearly base salary, Maximum of \$6,300</u>
<u>Second Year of Retirement =</u>	<u>18% of final yearly base salary, Maximum of \$5,400</u>
<u>Third Year of Retirement =</u>	<u>15% of final yearly base salary, Maximum of \$4,500</u>
<u>Fourth Year of Retirement =</u>	<u>12% of final yearly base salary, Maximum of \$3,600</u>
<u>Fifth Year of Retirement =</u>	<u>9% of final yearly base salary, Maximum of \$2,700</u>

Category 2 Employees:

<u>Year of Retirement</u>	<u>Designated Yearly Benefits</u>
<u>First Year of Retirement =</u>	<u>15% of final yearly base salary, Maximum of \$4,500</u>
<u>Second Year of Retirement =</u>	<u>12% of final yearly base salary, Maximum of \$3,600</u>
<u>Third Year of Retirement =</u>	<u>9% of final yearly base salary, Maximum of \$2,700</u>

For purposes of this policy, “Year of Retirement” refers to any continuous twelve month period. Category 1 employees are entitled to a maximum of 60 monthly payments; Category 2 employees are entitled to a maximum of 36 monthly payments.

For purposes of implementing this policy, “yearly base salary” is defined as the employee’s last contracted annual base salary, excluding salary for supplemental duty, extra duty, extended contract, or overtime.

Article 32: PROFESSIONAL PERFORMANCE REVIEW

- Introduction -

One of the most important factors in providing a quality education for Santa Fe Trail USD 434 learners is to provide a competent, professional teacher corps. An effective teacher must demonstrate certain qualities in order to reflect the performance standards expected by the Santa Fe Trail USD 434 Board of Education on behalf of all school district patrons.

Effective teacher descriptions must be available to define and describe the professional educator. After the criteria for effective teaching are determined, a process must be in place to measure the defined criteria and to identify when such measurements will take place.

The primary purpose of this performance report is to describe all categories of effective teacher practices in order to improve instruction and to contribute to the successful mission of the district schools. A secondary purpose of this performance report is to meet all requirements of the laws of the State of Kansas, specifically K.S.A. 72-9001, 72-9004, 72-9005 and 72-9006.

Santa Fe Trail USD 434 believes that effective teacher evaluation can recognize and document outstanding teacher performance and provide opportunities for teachers to develop their professional skills. Effective teacher evaluation also provides the opportunity for the administrator evaluator to document, in a fair manner, the objective information needed by the Board of Education and district administrators when making decisions relative to assignment, transfer, granting of tenure, reduction of staff or dismissal.

- Philosophy of Teacher Evaluation in Santa Fe Trail USD 434 -

Santa Fe Trail USD 434 believes the purpose of teacher evaluation is to improve instruction and to contribute to the successful mission of our schools.

Teacher evaluation should . . .

- be a continuous, holistic process.
- provide feedback to the teacher in a non-threatening environment.
- identify strengths and weaknesses.
- acknowledge the significance of professional esteem.
- provide on-going assessments that reflect the teacher's level of support for the school improvement process.

- Instructor Status Levels -

A classroom teacher's performance level cannot be assessed with one evaluation as the sole indicator of competency for a number of years. Nor is there a need to conduct a comprehensive performance report of a tenured teacher's competency on a yearly basis. The performance assessment report has been designed to be a flexible instrument. Levels of performance reporting are categorized as follows:

A. Non-Tenured Teaching Professional

This is the teaching professional in his/her first three consecutive years of employment with Santa Fe Trail USD 434. (For the experienced, previously tenured teacher from another Kansas school district, the non-tenured professional status shall be two consecutive years of employment in USD 434)

The non-tenured teaching professional shall receive a formal, comprehensive performance report in accordance with K.S.A. 72-9003 (2-2-1-1 or 2-2-1). The performance reports must be completed no later than the 60th day of each academic semester. Sixty days shall be counted from the first day students are in session. (2009)

B. Tenured Teaching Professional

This is the teaching professional who is in the fourth year or beyond (in the case of an experienced, tenured teacher from another Kansas school district, it would be the third year or beyond) of service in Santa Fe Trail USD 434. This professional shall receive one comprehensive report not later than February 15 of the academic year.

Thereafter, the tenured teaching professional shall be evaluated at least one time in every three years.

C. Tenured Teaching Professional - Focused Assistance

This is the tenured teaching professional who is in need of guidance by the administrator evaluator in order to maximize his/her teaching skills. The administrator evaluator who is recommending focused assistance status shall notify the tenured teaching professional of his/her recommendation. The administrator evaluator then must have his/her recommendation approved by the school superintendent who in turn shall report this professional level of performance to the board of education in a legally established executive session. The school superintendent will notify the teacher and administrator evaluator in writing of his/her approval.

The professional in need of focused assistance shall remain at this level until improvement goals have been reached or until an employment status has been changed. It is expected that no tenured teaching professional will remain at this level longer than three contract years.

During this time of focused assistance, the administrator evaluator shall collaborate with tenured professional to devise a plan of improvement. The tenured teaching professional and administrator evaluator will discuss the needed resources in order to meet the goals of the improvement plan.

- Documentation -

The administrator assigned to complete a teacher performance report will use collection data to indicate if a performance indicator has been observed. The administrator evaluator will indicate on the performance report his/her findings. He or she could provide additional written comments to support the behavior observed. If a desired behavior has not been observed, the evaluator will use the “comment section” to describe the area as an

improvement target or could indicate the behavior as not applicable. In some cases, the evaluator may need to complete additional conferencing with the teacher or perform additional classroom observations in order to complete the performance report.

For the Non-tenured Teaching Professional, the administrator will, at a minimum, complete four formal observation times in the professional's classroom or work place prior to the 60th day of the second semester. Each formal visit shall consist of one defined teaching period. Times will vary from one instructor's schedule to another due to the age levels taught. In addition, the teacher shall have at least three formal conferences with his/her administrator evaluator. One of these conferences must include the annual goal setting exercise.

The Tenured Teaching Professional scheduled for a comprehensive performance review shall receive, at a minimum, two formal classroom observations and two formal conferences during the year of performance review. One of these conferences will include the annual goal setting exercise. Each formal visit shall consist of one defined teaching period. Times will vary from one instructor's schedule to another due to the age levels taught. Additional formal conferences may be requested by the administrator evaluator or the tenured teaching professional.

The instructor at the Tenured Teaching Professional - Focused Assistance level will have, at a minimum, four formal contact times each academic semester and an undefined number of formal conferences with his/her administrator evaluator. Any instructor placed at this level shall receive a comprehensive performance review at least twice during the academic year.

- Professional Participation -

In order to use the professional's performance review as an improvement tool, all teaching professionals shall be given the opportunity to self-evaluate. The teaching professional is expected to get involved in his/her own improvement process. The administrator evaluator is expected to involve the teaching professional as much as possible in the performance review process.

- Sequential Steps of the Performance Review Process -

1. Group orientation for the performance review process will be given during faculty meetings prior to the opening of the school year.
2. Teachers who are scheduled to receive a comprehensive performance review will be notified no later than September 1 each year of the performance review timeline.
3. All teachers will have no less than one formal conference with the administrator evaluator each contract year. The purpose of this formal conference is to develop the section of the report entitled "Goal Setting for the Instructor", to assist the teacher with professional development and to discuss any topic deemed appropriate by the teacher or the administrator evaluator.
4. In order for performance reviews to be most effective, administrators shall meet with teachers within five days of the observation date.

5. Within ten working days following any conference where the formal performance review instrument (or any written recommendation regarding the performance of the teacher) is used, the administrator evaluator shall provide the teacher with two copies of the instrument or written recommendation.

The teacher will, within five days of receiving the performance review or written recommendation, sign one copy and return it to the administrator evaluator. The teacher's signature does not necessarily imply agreement with the administrator evaluator's comments or assessments. The second copy bearing the administrator's signature will be the teacher's copy.

6. The teacher may provide his/her own written reaction of the administrator's report at the same time the original document is returned to the administrator. It shall be attached to the original document.

Amendment A

The amendment set here forth shall replace Article 5: Work Day as agreed upon by the Board of Education, USD #434, and the Santa Fe Trail Education Association on June 15, 2011. This amendment shall only be in force for the 2011-12 school year, after such time, will need to be revisited.(2011)

Article 5: WORK DAY

The teacher's minimum professional day shall be a continuous period of 8 hours. The teacher's usual day will be established by the building principal to align with the beginning and ending time of each building.

For teachers who volunteer for and are selected to teach class outside the normal duty day, the reporting time shall be established between the teacher and principal as necessary to meet the time requirements of the class. These assignments shall be extended assignments, as defined in Article 17.

Parent-teacher conferences shall be scheduled for all teachers in a manner which best meets the needs of the professional staff, students and parents.

On district inservice days, the work day shall be from 8:00 A.M. to 3:30 P.M. with a minimum 45 minute lunch break. On days when school is dismissed early for inservice, the duty day will end at 3:30 P.M. Part-time teachers not regularly on duty when afternoon inservice is scheduled will be expected to be in attendance but will be compensated for their time on a pro rata basis.

The teacher's professional day may be extended only for purposes of staff meetings, parent-teacher conferences, school open house activities, and emergencies as determined by the Board, the superintendent, or the principals as affecting the health or safety of the student body. The teacher's professional day may also be extended for school accreditation related meetings not covered in Article 19 not to exceed 4 clock hours per semester without extra duty pay.

Part-time teachers not regularly on duty when inservices, conferences, preparation and work days are scheduled will be expected to be in attendance but will be compensated for their time on a pro-rata basis. (2010)

Amendment B

The amendment set here forth shall replace Article 6: Duty Year as agreed upon by the Board of Education, USD #434, and the Santa Fe Trail Education Association on June 15, 2011. This amendment shall only be in force for the 2011-12 school year, after such time, will need to be revisited.

Article 6: DUTY YEAR

For the 2011-2012 the duty year shall consist of 175 teaching, inservice and preparation days. The duty year shall consist of a of 162 teaching days minimum, not to exceed 164 teaching days, maximum of 11-13 days of preparation/inservice (not to exceed 8 days of inservice). One full preparation day will be scheduled prior to school starting and another full preparation day scheduled following the final day of school. The remaining three preparation days will be placed at the end of the first grading period, the second grading period, and the third grading period. Preparation day is an uninterrupted day spent in a teacher's assigned duty working on content, as the teacher deems necessary, with no meetings scheduled. Teachers at the high school and 7th and 8th grades would be limited to teaching six periods in a seven period day, with the remaining period being reserved for classroom preparation.

The principal may dedicate a maximum of two clock hours for a general staff meeting on the morning of the first preparation day if no inservice day is scheduled prior to the first day of classes. All contract days shall be Monday through Friday, exclusively.

Teachers will not be required to report for duty on days when student attendance is not required due to inclement weather. On days when students are dismissed early due to inclement weather or other emergencies, teachers shall be allowed to leave at the discretion of their building principal. (2011)

Appendix A

**UNIFIED SCHOOL DISTRICT 434
GRIEVANCE REPORT FORM**

Level (1) (2) (3) (4)

Date filed _____

(Circle one to indicate level of Grievance)

Name of Grievant

Building

Assignment

A. Date cause of grievance occurred: _____

B. Relevant contract provisions: _____

C. Statement of grievant's claim (statement of facts upon which grievance is based - use additional pages if necessary) _____

D. Relief desired: _____

Signatures _____

Date _____

Date Received: _____

E. Disposition by the appropriate administrator (attach additional pages if necessary)

Signature _____

Date _____

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