

**MASTER
COLLECTIVE
BARGAINING
AGREEMENT**

between

USD NO. 407 BOARD OF EDUCATION

AND

RUSSELL COUNTY-NEA

2009 – 2010

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ARTICLE I. SALARIES AND WAGES

Section A. Payroll Dates

- Monthly paychecks will be issued on the first day of each month, or if the first falls on a holiday or weekend, on the next regular working day thereafter.
- Teachers wishing to receive lump sum payment prior to June 30 must deliver written request to the Central Office by April 1. This authorization will remain in effect from year to year unless withdrawn in writing.
- All teachers wishing to have the final check(s) deposited or mailed must notify the Central Office on a form to be provided by that office.

Section B. Non-standard and Part-time Salaries

1. Non-standard salary:

Any teacher who is assigned duty days in excess of the standard contracted 185 days as stated in Article II, Section B, shall be paid additional non-standard salary on the following pro-rata basis:

The teacher's scheduled salary divided by 185 will determine his/her standard contract daily salary rate; standard contract daily rate multiplied by the number of non-standard duty days assigned by the superintendent will determine the non-standard salary. The number of non-standard duty days will be assigned when contracts are offered.

2. Part-time Certificated Employees:

Part-time teachers will be paid on a pro-rata basis. The salary will bear the same relationship to a full salary as the teacher's workload bears to a full-time position.

Section C. Teaching Preparation Credit Hours

- Teaching preparation credit hours to be counted toward advancement on the salary schedule shall be completed by the beginning of the school year. An official transcript verifying completion shall be submitted to the District office.
 - BS+15 shall mean college semester hours of credit following the granting of a Bachelor's Degree.
 - BS+30 shall mean college semester hours of credit following the granting of a Bachelor's Degree, half of which shall be graduate hours.
 - MS+15 shall mean graduate college hours of credit following the granting of a Master's Degree.
 - MS+30 shall mean graduate college hours of credit following the granting of a Master's Degree.
1. All prior complete college hours will be counted for initial placement on the salary schedule. Speech clinicians shall be placed on the MS +30 column with all credit for all prior teaching experience.

2. Additional college credits earned after the teacher is employed by the district shall be filed with the Superintendent no later than August 15 of each school year. In the event an official transcript is not available from a college by that date, the teacher may file a letter from the instructor of that institution stating the grade received by the teacher and the number of units earned. Along with this letter, the teacher will file a copy of the letter requesting an official transcript from the institution. The district will consider these as proof of credit until official transcripts are available.
3. In order to be counted toward advancement, hours taken beyond a degree must be in the teacher's area of certification or have prior written approval of the principal or superintendent.

Sub-Section 1. Teaching Preparation Credit Hours - Professional Development Credit

Certified personnel may use approved State Inservice Plan points for horizontal movement on the USD 407 salary schedule beginning with the 1998-1999 school year under the following conditions:

- a) College credits and/or Professional Development Credits may be used for movement on the salary schedule.
- b) The points earned toward movement on the salary schedule must be a part of the teacher's Individual Development Plan and be approved by the appropriate administrator and be awarded by the Professional Development Credit Council.
- c) One-half (1/2) of the Professional Development Credits earned as of August 31, 1998 (with a maximum of 50 points) will be the beginning point for movement on the salary schedule.
- d) One-half (1/2) of all Professional Development Credits earned after September 1, 1998, may be applied for movement on the salary schedule.
- e) Twenty qualifying Professional Development Credits earned will be equal to one semester hour of college credit.
- f) Professional Development Credits cannot be used to move to the master's or educational specialist's level. (An individual must complete each degree requirement.)
- g) Movement on the salary schedule after receiving a Master's degree will be based on hours and credits earned after receiving the Master's degree.

Section D. Salary Schedule

- The base salary for the 2009 - 2010 school year shall be \$30,680.00 per year.
- On the initial salary schedule placement for new hires, the teacher shall receive credit for all prior teaching experience and all prior teacher preparation credit hours. Speech clinicians will be placed on the MS+30 column with credit given for all prior teaching experience.
- No more than one (1) vertical step on the schedule shall be granted in any one year to any teacher.
- Medical personnel shall be initially placed on the salary schedule under the appropriate column commensurate with their degree(s), hours of preparation and years of educational experience.
- All teachers on the salary schedule will be allowed movement vertically, if applicable, on the salary schedule.

UNIFIED SCHOOL DISTRICT NO. 407
Russell, Kansas
2009 - 2010

Section D. Salary Schedule (Cont)

INCREASE PER STEP:	\$ 451.00
INCREASE FOR EDUCATION (per credit hour):	\$ 52.00
INCREASE FOR MASTERS DEGREE:	\$ 1,000.00
INCREASE FOR SPECIALIST DEGREE:	\$ 1,250.00

USD #407 Salary Schedule 2009 - 2010

Step	LPN	RN w/o BS	BS	BS +15	BS +3-0	MS	MS +15	MS +30	P ED
1	\$29,120	\$29,900	\$30,680	\$31,460	\$32,240	\$33,240	\$34,020	\$34,800	\$36,050
2	\$29,571	\$30,351	\$31,131	\$31,911	\$32,691	\$33,691	\$34,471	\$35,251	\$36,501
3	\$30,022	\$30,802	\$31,582	\$32,362	\$33,142	\$34,142	\$34,922	\$35,702	\$36,952
4	\$30,473	\$31,253	\$32,033	\$32,813	\$33,593	\$34,593	\$35,373	\$36,153	\$37,403
5	\$30,924	\$31,704	\$32,484	\$33,264	\$34,044	\$35,044	\$35,824	\$36,604	\$37,854
6	\$31,375	\$32,155	\$32,935	\$33,715	\$34,495	\$35,495	\$36,275	\$37,055	\$38,305
7	\$31,826	\$32,606	\$33,386	\$34,166	\$34,946	\$35,946	\$36,726	\$37,506	\$38,756
8			\$33,837	\$34,617	\$35,397	\$36,397	\$37,177	\$37,957	\$39,207
9			\$34,288	\$35,068	\$35,848	\$36,848	\$37,628	\$38,408	\$39,658
10				\$35,519	\$36,299	\$37,299	\$38,079	\$38,859	\$40,109
11				\$35,970	\$36,750	\$37,750	\$38,530	\$39,310	\$40,560
12				\$36,421	\$37,201	\$38,201	\$38,981	\$39,761	\$41,011
13				\$36,872	\$37,652	\$38,652	\$39,432	\$40,212	\$41,462
14					\$38,103	\$39,103	\$39,883	\$40,663	\$41,913
15					\$38,554	\$39,554	\$40,334	\$41,114	\$42,364
16					\$39,005	\$40,005	\$40,785	\$41,565	\$42,815
17					\$39,456	\$40,456	\$41,236	\$42,016	\$43,266
18						\$40,907	\$41,687	\$42,467	\$43,717
19						\$41,358	\$42,138	\$42,918	\$44,168
20						\$41,809	\$42,589	\$43,369	\$44,619
21						\$42,260	\$43,040	\$43,820	\$45,070
22							\$43,491	\$44,271	\$45,521
23							\$43,942	\$44,722	\$45,972
24								\$45,173	\$46,423
25								\$45,624	\$46,874

Section E. Supplemental Salary Schedule

1. It is agreed that if assigned supplemental responsibilities are carried out as part of the class taught, or if released time during the regular school day is provided for assigned supplemental responsibilities, the scheduled rate will be appropriately reduced or eliminated.
2. The amount calculated for each supplemental assignment for each teacher will be added to the teacher's salary as determined from the salary schedule. The sum of these figures will constitute the teacher's total salary.
3. Pay rates from the schedule for particular assignments will be reduced only where responsibilities and time requirements have been reduced.
4. All supplemental Salary Schedules will be increased equal to the amount of total increase for salaries obtained from the salary schedule as described in Section D of Article I of this agreement.
5. Supplemental Salary Schedules shall be automatically opened for re-negotiation during each negotiating year.
6. It is recognized that circumstances may arise which result in a failure of a supplemental assignment to be successfully executed. In such event, the following adjustments in salary schedules for supplemental assignments (Section E., Sub-section 1, 2) shall be made:
 - A. In the event that there is lack of sufficient student interest, determined jointly by administration and sponsor/coach, or any other reason beyond the teacher's control which makes it impossible for the coaching or supplemental assignment activities to get under way, the teacher shall retain the amount he/she has been paid, but shall not receive compensation after the date in which the decision is made to cancel the activity/sport.
 - B. In the event that the coaching or supplemental assignment activities proceed but the teacher withdraws from or otherwise abandons his/her responsibilities, the teacher's remuneration will be discontinued and the teacher shall repay to the District any or all funds advanced for the withdrawal or abandonment.

Sub-Section 1. Supplementary Salaries for Extra Curricular Duties (Sponsors, Supervisors, and Activities Directors)

U.S.D. #407
 Russell, KS 67665
 PAY SCALES FOR SUPPLEMENTAL DUTIES
 2009 - 2010

BASE: \$30,680

POSITION	WAGE
Activities Director - LLHS	\$1,901
Activities Director - RHS	\$1,928
Activities Director - RMS	\$1,901
Before & After School Supervisor	\$295
Bickerdyke Bunch - BES	\$601
Cheerleader - LLHS	\$990
Cheerleader - RHS	\$1,272
Cheerleader - RMS & LLES	\$885
Class Sponsor - Freshman *	\$295
Class Sponsor - Junior *	\$703
Class Sponsor - Senior *	\$368
Class Sponsor - Sophomore *	\$334
Combination Classroom	\$1,057
Dance Team - RHS	\$1,272
Debate	\$1,901
Dramatics	\$1,201
Extra Duty Hourly Wage	\$7.50
FFA	\$1,022
FHA	\$517
Forensics	\$885
Head Teacher	\$952
Instrumental Music at RHS & RMS	\$2,384
ITV Instructor	\$1,000
Journalism - RMS	\$244
Journalism/Newspaper - LLHS	\$400
Journalism/Newspaper - RHS	\$535
Kay Club	\$560
Lunchroom Supervisor **	\$697
Make-Up Class Supervisor	\$703
Musical	\$1,201
National Honor Society- LLHS	\$221
National Honor Society - RHS	\$295
Pep Club (LLHS & RHS only)	\$931
Playground Supervisor	\$658
Quiz Bowl Sponsor - LLES	\$295
Quiz Bowl Sponsor - LLHS	\$738
Quiz Bowl Sponsor - RHS	\$1,032
Quiz Bowl Sponsor - RMS	\$457
School Improvement - BES	\$1,204
School Improvement - LLES	\$806

U.S.D. #407
 Russell, KS 67665
PAY SCALES FOR SUPPLEMENTAL DUTIES
 2009 - 2010

BASE: \$30,680

POSITION	WAGE
School Improvement - LLHS	\$670
School Improvement - RHS	\$1,204
School Improvement - RMS	\$1,204
School Improvement - SES	\$1,204
School Psychologist	\$4,424
Science Fair Coordinator	\$295
Science Olympiad - RHS, RMS, LLHS	\$881
Student Council - LLHS	\$488
Student Council - RHS	\$1,099
Student Council - RMS	\$488
Summer Band	\$913
Teacher Mentor	\$302
Vocal Music - Elementary (LLES Band/Vocal)	\$646
Vocal Music - RMS, RHS, LLHS (LLHS Band/Vocal)	\$1,901
Weightlifting – After School - RHS	\$1,221
Weightlifting - Summer - LLHS	\$821
Weightlifting - Summer - RHS	\$1,953
Yearbook - LLHS	\$444
Yearbook - RHS	\$710
Yearbook - RMS	\$366

* Does not include float building or concessions supervision. These will be covered by Extra Duty Pay, Section H.

** Compensation for teachers assigned lunchroom supervision shall include a free adult meal for the teacher.

Sub-Section 2. Supplementary Salaries for Coaching

U.S.D. #407
Russell, Kansas
SALARY SCHEDULE FOR COACHES
2009 – 2010

BASE
SALARY: \$30,680

STEP	Class I	Class II	Class III	Class IV	Class V
1	\$1,227 4.00%	\$1,473 4.80%	\$1,749 5.70%	\$1,964 6.40%	\$2,485 8.10%
2	\$1,350 4.40%	\$1,595 5.20%	\$1,871 6.10%	\$2,209 7.20%	\$2,731 8.90%
3	\$1,473 4.80%	\$1,749 5.70%	\$1,994 6.50%	\$2,485 8.10%	\$2,976 9.70%
4	\$1,718 5.60%	\$1,902 6.20%	\$2,240 7.30%	\$2,731 8.90%	\$3,221 10.50%
5	\$1,779 5.80%	\$2,025 6.60%	\$2,424 7.90%	\$2,945 9.60%	\$3,436 11.20%
6	\$1,933 6.30%	\$2,178 7.10%	\$2,669 8.70%	\$3,160 10.30%	\$3,651 11.90%
7	\$2,178 7.10%	\$2,669 8.70%	\$3,160 10.30%	\$3,651 11.90%	\$4,142 13.50%

Class I - Middle School Assistant Coaches
3A Assistant Coaches - Cross Country, Golf, Tennis

Class II - 1A Assistant Coaches - Football, Basketball, Track, Volleyball, Baseball, Softball
1A Head Coaches - Golf
3A Assistant Coaches - Track, Volleyball, Baseball, Softball
3A Head Coaches - Cross Country, Golf, Tennis
Middle School Head Coaches - Volleyball, Wrestling, Track

Class III - 3A Assistant Coaches - Football, Basketball, Wrestling
1A Head Coaches - Volleyball, Track, Baseball, Softball
Middle School Head Coaches - Football, Basketball

Class IV - 3A Head Coaches - Track, Volleyball, Baseball, Softball
1A Head Coaches - Football, Basketball

Class V - 3A Head Coaches - Basketball, Football, Wrestling

Dual Assignment (Both Boys and Girls, together) adds 1.5 times coaching supplement.

Section F. Extra Duty Wages

1. Extra duty responsibilities are assigned to provide proper supervision of activities occurring beyond normal school hours and on Saturdays, which involve District No. 407 students and the general public. Any extra duty assignment deemed necessary by the principal for supervision of activities shall qualify for compensation to the teacher(s) as provided for in part four below. If compensation is being provided under supplemental duty contract, extra duty compensation will not be paid.
2. Recognizing the fact that USD #407 is facing a difficult financial situation, teacher's agree to work two (2) extra duty assignments on a volunteer basis without compensation during the 2009 - 2010 school year. Any teacher who fails to fulfill that obligation will have \$25.00 deducted from his/her final paycheck. The continuation of each teacher working two (2) voluntary, extra duty assignments will be negotiated on each year.
3. The areas of intended coverage by this policy include athletics, school plays and programs, concerts, and dances, which require some supervision. In the area of athletics, the responsibilities may be timers, scorekeepers, public address set-up and operation, pep club supervisor, concession stand supervisor, general supervisor, and any other assignment deemed necessary by the principal to handle the activity.
4. Administrators and directors may seek volunteer help both from USD #407 staff and the community at large to assist with extra duty assignments. Any teacher may make a request to work and be paid for assignments not filled by volunteers.
5. Teachers working activities listed below will be paid at the hourly rate specified below for each duty. Payment of accrued wages will be made at the earliest possible monthly payroll date following the completed assignment.
6. Extra Duty Hourly Wage: \$7.50.
 - Public Address (Set-up and/or Announcing)
 - Scorekeepers
 - Timers
 - Gate (Tickets)
 - Supervision (including float building supervision)
 - Concessions
 - Activity Bus Sponsor (exclude field trips during the school day and teachers who are paid a supplemental salary as the activity sponsor)

Section G. Overload Teaching

Whenever, upon the mutual agreement by and between the teacher and the administration, a teacher is assigned a regular teaching or supervision duty during the standard planning period and such agreement results in the teacher's having less than his/her required, negotiated planning time, such teacher shall receive overload pay proportionate to one-sixth (1/6), one-seventh (1/7), one-eighth (1/8), or one-ninth (1/9) of his/her scheduled teaching salary in accordance with the number of teaching periods in the school day.

Section H. Wages for Temporary Substitute Teaching

Subsection 1. Full-Time Teachers

In the event that a teacher substitutes for another teacher due to the other teacher's absence from his/her assignment, the substituting teacher shall be paid according to the following schedule:

- a) For assignments of less than one (1) hour or less than one (1) teaching period --- no additional amount.
- b) For one (1) full teaching period or amounts in excess of one (1) hour --- \$8.75 per hour.
- c) For time in excess of one (1) hour or one (1) full teaching period, the time will be rounded to the nearest half hour.
- d) In the case of personal business only, there will be no payment made to the substituting teacher and no pay or leave deducted from the absent teacher when one teacher agrees to cover for another with the principal's consent and with a limit of five (5) times per teacher during each school year.

Subsection 2. Teachers With Recall Rights

- a) Pursuant to Article XI, Re-employment, Section A. Subsection 2., the daily salary rate for teachers on lay-off who accept substitute teaching assignments shall be seventy-five dollars (\$75.00) per day; however, if any one substitute assignment shall be for more than five (5) consecutive days the salary rate shall escalate as follows:
 - 6 days - 45 days = \$93.75 per day
 - 46 days or more = Salary Schedule
- b) Pursuant to Article XI. Re-employment. Section A. Subsection 3., the salary rate for teachers on lay-off who accept paraprofessional assignments shall be the same as the maximum hourly salary rate for paraprofessionals.

Section I. Mileage Reimbursement

If a teacher is required to use a personal automobile for traveling between school buildings or transporting students on school sponsored trips, the teacher shall receive reimbursement at the rate per mile allowed by the federal income tax guidelines or \$ 30.00 per semester, whichever is the greater. Payment under this section shall be made monthly or by the semester for the flat rate, after submission of mileage reports and/or vouchers.

Section J. Salary Deduction for Unauthorized Leave

The following is established as the rate for deduction of pay for unauthorized leave.¹

1. For verified (the Board may require a medical doctor's statement) sick leave in excess of the total accumulated leave or coverage by the sick leave bank, an amount equal to the cost

¹ Pursuant to leave article covering sick leave, personal leave and temporary leave.

of the substitute teacher will be deducted for each absent day in excess of the accumulated leave, except that in extended illness the Board may waive this deduction.

2. For personal emergencies which require absence in excess of the number of agreed upon leave days, an amount equal to the cost of a substitute teacher will be deducted for each absent day in excess of the accumulated leave. If the teacher is absent without prior notice under the above articles or without accumulated sick leave, then the Board reserves the right to consider such absence to be a violation of the teacher's contract of employment and the rate of 1/185th of the teacher's salary will be deducted for each day absent.

Section K. Separability Pay

1. **Displacement**

In recognition of service rendered, and accumulated sick leave, which was unused, the following separability pay shall be paid to any qualifying teacher following his/her displacement:

- Any teacher with five (5) or more years of service in the school district shall receive twenty percent (20%) of his/her daily rate for the current standard contract scheduled salary multiplied by his/her total number of accumulated, unused sick leave days. Such separability pay shall be subject to payroll taxes. Payment of separability pay will not apply to teachers whose employment is terminated by the school district for cause, which shall not include reduction in force.

2. **Retirement**

In recognition of service rendered and accumulated sick leave, which was unused, the following separability pay shall be paid to any qualifying teacher following his/her retirement:

- Any teacher with ten (10) or more years of service in this school district who is retiring from the district and is retiring through KPERS shall receive thirty-five percent (35%) of his/her daily rate for the current standard scheduled salary, multiplied by the total number of accumulated, unused sick leave days. Such separability pay shall be subject to payroll taxes.

ARTICLE II. HOURS AND AMOUNTS OF WORK

Section A. Inclement Weather

If the attendance center to which a teacher is assigned is closed due to inclement weather, the teacher shall not be required to report to work. The Board or its designee will give notification by announcement to the area radio stations as early as possible.

Section B. Contract Year

- Each contract year shall not exceed one-hundred-eighty-five (185) standard contract duty days. No more than one-hundred-eighty-one (181) contract duty days, nor more than 1290 hours, may be designated as teaching days. If more contract teaching days or contract duty days are required or promulgated by the State of Kansas, the specific applications will be subject to negotiation by the parties to this Master Collective Bargaining Agreement.
- The Board reserves the right to schedule all contract duty days except as modified by Board Policy.
- There shall be at least three (3) non-teaching duty days. One (1) day shall be scheduled during which one-half (1/2) day shall be provided for teachers to work in the classroom(s) and one (1) hour on this first day shall be provided for the Association to conduct its business. Attendance at the Association meeting will be optional. The remaining days will be scheduled as in-service or workdays, at the option of the Board.
- For those days scheduled as in-service days by the Board, the Association may form its own committee to make recommendations to the administration for the use of the inservice days. A one-half (1/2) day will be scheduled for teachers to work in their classroom(s) and to complete their checkout with supervisors at the close of the school term.

Section C. Arrival and Departure Times

- Teachers shall be on duty at their respective buildings and be reasonably available to students at least fifteen (15) minutes prior to the opening of school and all teachers shall remain on duty and be reasonably available to students for at least fifteen (15) minutes following the dismissal of the last regularly scheduled class or assembly. On Fridays and the last day prior to a holiday, the duty day will end ten (10) minutes after the last scheduled class or assembly unless a necessary meeting or IEP is scheduled. It is agreed that if the starting and ending times for the school day revert back to 8:15 a.m. and 3:15 p.m., the teachers reporting and leaving times will revert back to 30 minutes before and after school.
- Early departure will be permitted only on an individual basis. A teacher wishing to be dismissed early must make the request to the building principal. The principal has final authority to grant or deny the request.
- On school days immediately preceding the first day of Thanksgiving, Christmas and Easter holidays, the principal of each attendance center will dismiss school upon completion of the regular school day. Certified members will be dismissed by the principal as soon as all students have cleared the school grounds.

Section D. Planning Time

All full-time teachers shall be allowed at least one hundred fifty (150) minutes per five (5) day week for class planning and preparation. An administrative effort will be made to assign some planning time each day. Schedules for planning times will be determined by the building principal. Part-time teachers' minimum planning time is to be pro-rated.

Section E. Duty Free Lunch

- It has been agreed by the Board and the association that the goal of providing each teacher with not less than thirty (30) minutes duty free lunch period each day is desirable.
- With this goal in mind, the building principal shall designate the schedule for lunch time for each individual school.
- In the event of an emergency during the lunch period, a duty free teacher may be assigned to supervise students.

Section F. Faculty Meetings

- Teachers shall not be required to arrive prior to the regular workday, or remain after the end of the regular workday, for the purpose of attending faculty meetings. Exceptions may be made for meetings called due to emergencies.
- Notice of each faculty meeting shall be posted at least two (2) days prior to the meeting. Exceptions may be made for meetings called due to emergencies.

Section G. Supervision of Student Teachers

Recognizing the desirability of assisting in the professional preparation of prospective teachers, both parties agree to the following procedures for placement and supervision of student teachers:

1. Each supervising teacher shall possess a minimum of a baccalaureate degree and shall be a non-probationary teacher. He/She shall supervise only in his/her field of preparation.
2. The supervising teacher shall be paid the amount per student teacher under their supervision as is provided by the university. If more than one supervising teacher, the amount paid by the university will be pro-rated.
3. Student teacher assignments shall be made only with the agreement of the supervising teacher.
4. Assignment will be made by the supervising teacher's immediate supervisor.

Section H. Calendar Committee

- The Board, in conjunction with RCNEA shall establish a calendar committee to develop a proposed calendar, which will fully utilize the number of standard teacher contract days.
- All certified employees will have input through their designated representatives.
- Final approval will be at the Board's discretion.

ARTICLE III. VACATIONS AND HOLIDAYS

Section A. Vacations and Holidays

- The following holidays will be observed by Unified School District No. 407:
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
 - New Year's Day
 - Good Friday
 - Memorial Day
 - Independence Day (applies only to summer school teachers)
- In addition to the above holidays, the Board will schedule vacation days which include:
 - The Friday after Thanksgiving
 - December 26 thru December 31
 - Three (3) days during the spring semester
- The Board may designate other days as holidays or vacation days.

ARTICLE IV. LEAVES

Section A. Notification

- Teachers who are unable to perform their duties must notify the principal at the earliest possible time.
- In the event of an emergency, the principal will be notified immediately.
- In the event of illness, the principal should be notified by 7:00 a.m.
- In the event of bereavement, the principal should be notified by 7:00 a.m., and at least twenty-four (24) hours prior, where circumstances permit.
- In the event of personal, business or jury leave, the principal should be notified forty-eight (48) hours prior to leave taking, unless an emergency prevents such notification.
- In the event of professional, temporary or extended leave, a written request must be approved or denied prior to the leave being taken.

Section B. Professional Leave

A teacher may request, or be requested by the administration, to attend meetings, conferences, education seminars, and school visitations. If such attendance and all reasonable expenses are approved by the superintendent, such expenses will be paid by the Board. Meal allowance is \$6.00 per meal.

Section C. Sick Leave

- Each teacher shall earn ten (10) sick leave days per year. No leave will be granted until after the first contract duty day. Unused sick leave days will accumulate from year to year to a maximum of ninety (90) days.
- Sick leave may be used for the illness or injury of the teacher or the teacher's children, parents, grandparents, brothers, sisters and the teacher's spouse, spouse's parents, grandparents, brothers, sisters or any other dependant living in the teacher's home.
- The Board, through the Superintendent, may request verification of the illness or injury, up to and including a physician statement.
- The Board, through the superintendent, reserves the right to seek verification of the seriousness of the illness or injury and to determine whether paid leave is justified.
- During the fall semester, the Board shall furnish each teacher with a written statement setting forth such teacher's total sick leave credit.

Section D. Sick Leave Bank

- This sick leave bank is a voluntary program for certified personnel. Membership to the bank is permissible only upon initial employment.
- Each participant will donate one (1) day of his/her sick leave per year to the sick leave bank until the reserve has accumulated to three hundred (300) days. After the bank has accumulated three hundred (300) days, only new participants will be required to donate one (1) day to the bank. Under no condition will the bank accumulate to more than five hundred (500) days.

- Should the sick leave bank reserve become less than one hundred (100) days, the committee will review the need and determine the means for rebuilding the reserve.
- The committee will, prior to the end of the school year, determine the need for the ensuing year, and make recommendations to the superintendent for a method of rebuilding the sick leave bank.
- Any participating member may draw upon this reserve by making application through the Association president. A copy of the application to the Association should be sent to the superintendent. The Association president shall refer the request to the sick leave committee for approval. In the event the member is unable to make the request, the sick leave committee will have the authority to act accordingly.
- Action on a member's request will be determined by a committee composed of three (3) members of the sick leave bank appointed by the Association president: one (1) member from the applicant's attendance center; and the superintendent as a non-voting member. No request will be approved unless the applicant or his/her building representative to the committee is present. A request granted by the committee, shall be reviewed after twenty (20) days. The initial grant shall not exceed twenty (20) days.
- The Association president shall notify the applicant on the behalf of the committee, in writing, regarding the action on the request.
- The days donated by each member of the sick leave bank will be subtracted from his/her own accumulated sick leave.
- This is not a maternity leave bank. However, sick leave will be granted for a maximum of ten (10) days for maternity purposes if needed. If more than ten (10) days are needed, the applicant will pay for the substitute teacher.

Section E. Bereavement Leave

Teachers may use up to five (5) days of leave for bereavement following each death of each member of the individual teacher's immediate family. Immediate family shall include the following: the teacher's spouse or children, parents or spouse's parents, grandparents or spouse's grandparents, brothers or brothers-in-law, sisters or sisters-in-law, or any other dependent living in the teacher's house. This is to be interpreted as five (5) days for each death. This leave does not have to be consecutive days, but shall be used one year from the date of the death(s).

Section F. Personal Leave

- Teachers may earn a maximum of two (2) days of leave per school year for personal business. Teachers shall request permission for personal leave from the principal, who shall grant such leave unless it is not in the best interest of the school. All parties shall remember that personal leave is for personal reasons, and the reason for the leave is not to be the concern of the administration.
- Personal leave will not be granted, except in emergencies and/or special circumstances during the following times:
 - During the first and last week of school or during the first or last week of a semester; and
 - On the work day immediately before or immediately after a recognized vacation or holiday; and

- On a district scheduled inservice day.
- Request to take personal leave must be filed with the building principal at least two (2) days in advance, except in case of emergencies.
- Personal leave will be allowed to be accumulated to a total of five (5) days. However, any teacher who has accumulated four (4) or five (5) personal days at the end of the school year, may redeem those days in excess of three (3) at the rate of \$60 per day. Therefore, any teacher who reduces his/her accumulated days to three (3) at the end of any school year will receive two (2) additional personal days at the start of his/her next contract, raising the total once again to the maximum allowable of five (5) days.

Section G. Leave for Jury Duty

- During the period of time of service for jury duty, teachers will be paid full pay from the school district, less the amount that they receive for jury duty compensation, excluding the mileage which they receive. This will apply to every day that jury duty is served on a regular workday identified with the school district.
- Jury duty time shall not be charged against personal/sick leave for any teacher.

Section H. Leave for National Guard or Reserve Duty

- If a teacher cannot obtain deferment for National Guard or Reserve Duty until such time as school is not in session, the Board will pay regular wages minus the pay received for such duty. The salary deduction shall not exceed the gross amount for the teaching salary paid by the District for the same period.
- Prior to taking leave for this duty, the individual teacher must present to the superintendent a copy of the request for deferment and a copy of the denial of the request.

Section I. Leave of Absence

- Teachers may be granted extended leave of absence. Such leave shall be for a period of time not to exceed one (1) year. Request for such leave shall be received by the superintendent not later than February 15 of the year previous to the school term during which a leave is taken. Such leaves shall be subject to the approval of the superintendent and the Board of Education.
- If a teacher wishes to return following completion of the leave, the teacher must notify the superintendent no later than February 15 of the year previous to the school term for which the teacher wishes to be reassigned. Only if the condition of this notice is met, will the teacher be returned to a position in the District.
- Teachers on extended leave will be subject to any reduction in staff deemed necessary by the Board in the same manner as all other certified staff.
- No salary, fringe benefits or experience credit will be given to a teacher on an extended leave except as follows:
 - A teacher on leave may retain membership in the District's Health Insurance Plan at the teacher's own expense, for the time allowable by the insurance company. A teacher on leave will retain prior accumulated leave and salary experience credit.

Section J. Temporary Emergency Leave

A teacher may be granted temporary leave for emergency situations. The teacher seeking such leave shall file a written request with the superintendent. The request shall state the reason for the leave, the length of the leave requested and whether the teacher seeks paid or unpaid leave. The superintendent may grant such leave and may grant pay for the leave if approved by the Board.

Section K. Subpoena Leave

A teacher shall receive full compensation for court attendance as a witness under subpoena in any tribunal with subpoena power in any case which relates directly or indirectly to the teacher's employment with USD 407 and any reporting requirements pursuant to Kansas Statutes and federal law. This provision shall not apply to any complaint, action, court proceeding, administrative proceeding or any other action initiated by the teacher against USD 407.

Section L. Vacation

Teachers work nine-month contracts and do not earn vacation days. Therefore, teachers shall not request leave in excess of accumulated personal leave for vacations planned during the school year. Any exception to this policy must be requested in writing to the superintendent prior to any such absence occurring. The superintendent has the sole discretion of approving or denying the request.

ARTICLE V. RETIREMENT

Section A. Notification

- Any teacher who plans to retire should notify the Board on or before March 15th.
- The Kansas Public Employees Retirement System (KPERS) retirement policy states that an early notice to KPERS must be given on the proper form prior to starting retirement. Such forms may be obtained from the local school district - designated agent (Central Office).

Section B. Mandatory Retirement

Subject to the requirements of State and Federal laws, no mandatory retirement age is established.

Section C. Normal Retirement Age for KPERS

Normal retirement age as established by KPERS. (See Appendix A.)

Section D. Early Retirement Eligibility

1. Teachers who wish to retire from employment with the District, may request to take early retirement benefits under the terms and conditions set forth below. Application for early retirement benefits is entirely voluntary. Approval or denial of a request for early retirement benefits is within the sole discretion of the Board.
2. A teacher is eligible for early retirement benefits if such teacher is:
 - a) Currently a full-time employee of the school district;
 - b) has at least ten (10) years of eligible service with KPERS and with the school district; and
 - c) either qualified under applicable KPERS rules and regulations for full KPERS retirement benefits without reduction or not less than fifty-five (55) years and not more than sixty-four (64) years of age on September 1 of the school year in which the teacher submits application for early retirement benefits. Changes in KPERS retirement law will necessitate changes.Eligibility, i.e., compliance with a) through c) above, will be determined by the school superintendent. A teacher requesting early retirement benefits shall have a responsibility to provide all facts and information necessary to prove eligibility for early retirement benefits and to determine benefits to be paid.
3. A teacher may apply for early retirement benefits by giving written notice to the superintendent. Such written notice shall be submitted on or before the 15th day of March preceding the anticipated retirement date and shall include the following information:
 - a) a statement of the applicant's desire to take early retirement benefits;
 - b) the anticipated date of retirement;
 - c) the applicant's birth date and age on the date of retirement;
 - d) the current mailing address and telephone number of the applicant;
 - e) the number of years applicant has been employed by the school district;
 - f) the total number of years of service credit recognized by KPERS;

- g) applicant's current annual salary;
 - h) whether the applicant desires payment of the early retirement benefit in January or July of each year; and
 - i) whether the applicant desires health insurance coverage through the school district's health insurance by deduction of annual premiums from the early retirement benefits.
- Following final action on any application for early retirement, the superintendent shall notify the applicant, in writing, of the final disposition and the date and amount of annual early retirement benefits to be paid.
4. The following terms and conditions shall apply to the school district's early retirement benefits plan:
- a) Any application for early retirement benefits shall be granted or denied by the Board of Education;
 - b) A teacher who takes early retirement benefits shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number;
 - c) A teacher taking early retirement benefits shall have the option to maintain health insurance coverage through the school district's health insurance program by agreeing to pay their own monthly premium amounts;
 - d) If any provision of this early retirement benefit plan is determined to be in violation of federal or state laws or regulations, the entire plan shall immediately terminate and shall be of no further force or effect.

Section E. Early Retirement Benefit Amounts

1. Subject to Section D above, any teacher having at least ten (10) years service in Unified School District No. 407 and wishing to retire early before the normal retirement age of 65, will receive compensation as follows:
- a) A benefit of \$9,000 will be paid for retirement at age sixty-two (62) or less. The teacher may receive the \$9,000 in three (3) annual payments consisting of \$5,000 the first year, \$2,500 the second year, and \$1,500 the third year; in two annual payments of \$4,500 each; or in one (1) lump sum payment of \$9,000.
 - b) A benefit of \$7,500 will be paid for retirement at age sixty-three (63). The teacher may receive the \$7,500 in two (2) annual payments; or in one (1) lump payment of \$7,500;
 - c) A benefit of \$5,000 will be paid for retirement at age sixty-four (64). If retiring at age sixty-four (64), the teacher must take the \$5,000 in one (1) lump sum payment.
- The annual early retirement benefits provided for in this section, Section E, shall be payable by the School District beginning in either July or January of the year following retirement, at the teacher's option.
2. An eligible teacher who takes early retirement which is subject to KPERS reduction will be entitled to receive annually from the school district a sum of money, i.e., early retirement benefits, equal to:
- The difference between the benefit the teacher would receive, through KPERS, if the teacher was at normal retirement age as defined by KPERS. (See Appendix A.) The reduction (difference) will be calculated by the KPERS Board. This benefit will expire when the teacher reaches eligibility for full social security benefits or age sixty-eight (68), whichever occurs first.

ARTICLE VI. INSURANCE AND OTHER BENEFITS

Section A. 125 Plan

1. The Board has established a Section 125 of the Internal Revenue Code. The Board provides the opportunity for each employee to execute a salary reduction agreement, once annually. Once the annual allocation is made for each selected benefit, the only change in the salary reduction agreement which will be allowed is for a fluctuation in health care premium.
2. Each employee executing a salary reduction agreement for benefits shall allocate an annual sum to be used for the purchase of:
 - A. Group Term Life and Accidental Death and Dismemberment
 - B. Group Health Insurance and/or Vision Care Plan
 - C. Salary Protection Insurance
 - D. Cancer Insurance
 - E. Child Care
 - F. Unreimbursed Medical Expense
3. The Board shall provide each employee a description of the benefit coverage provided within ten (10) days of the beginning of the school year or the date of employment, which shall include a clear description of conditions and limits of coverage as provided above. When requested by the employee, the Board shall provide applications and, when necessary, information about the programs.
4. Lay-Off Provisions
If an individual's contract is terminated or non-renewed, the Board agrees to continue the employee's insurance coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act -1985 (COBRA).

Section B. Defined Benefit for Group Health and Hospitalization Insurance

1. USD 407 Russell County Board of Education shall contribute three hundred seventy dollars (\$370) per month for every certified employee in the district to an insurance pool. This pool will be available to all bargaining unit members and administration for the purposes of paying the District sponsored health and hospitalization insurance. Those who do not elect to participate in the district sponsored insurance program by **August 15th** of each year will not receive any fringe benefit.
2. In the event that all contributors do not participate, every participating member shall receive an equal share of the pool, up to a single policy.
3. After every member in the pool receives an amount high enough to pay a single policy, any remaining monies will be equally divided among those certified employees and participating administrators taking a policy in excess of a single plan. The District shall not retain any of the fringe benefit pool money. However, in the event that Russell County USD #407 receives a rebate from the health insurance provider, the district will subtract district expenses (social security, FICA, etc.) before the remainder is distributed to members of the district's health insurance group.

Section C. Voluntary Tax Shelter Annuities

1. Pursuant to KSA 72-8603 and IRS Code Section 403(b), the Board shall provide for a teacher's voluntary reduction of individual salary and pre-payroll contribution thereof for a tax sheltered annuity up to a maximum amount according to federal guidelines per year per teacher. Teachers will be allowed to initiate and/or change their contributions within two annual thirty-day periods, September and January, each year.

IRC SEC. 125 Form

ARTICLE VII. GRIEVANCE PROCEDURE

Section A. General Rules

1. The administration, as agents for the Board, shall have the right to act; and the teacher, as a party to the individual teacher's employment contract, shall have the right to grieve.
2. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures. A teacher may be represented at all stages of the grievance procedure. No teacher shall be required to discuss any grievance when his/her representative is not present.
3. The Board will cooperate with the grievant in the investigation of all grievances and furnish such relevant information as is requested for the processing of any grievance.
4. Should the investigation, i.e., interview of parties in interest, or processing, i.e., participating in hearing procedures, or any grievance require that a teacher be absent from his/her regular assignment, he/she shall be released without loss of pay or benefits. When necessary for a teacher representative to attend a grievance meeting or hearing during the school day, he/she will, upon notice to his/her principal or immediate supervisor, be released without loss of pay in order to permit participation in the activities as described above. Any teacher whose appearance is necessary in such meetings or hearings as witnesses will be accorded the same right of release without loss of pay or benefits.
5. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate file and will not be kept in the personnel file of any participant.
 - a) The purpose of this procedure is to secure, at the most immediate possible level, equitable solutions to the problems affecting employees of Unified School District No. 407.
6. Any complaint by a teacher based upon an alleged violation, misinterpretation or misapplication of a contract, board policy, or administrative regulation may be referred to the grievance committee.
7. Any teacher has the right to refer his/her grievance to the grievance committee of his/her employee group, if one exists, at any level for resolution of his/her grievance. Any teacher may request his/her group grievance committee or its designee to represent him/her presenting his/her grievance at any stage.
8. All teacher grievances shall first be presented to the grievant's immediate supervisor who shall schedule a conference with the grievant. A resolution of the grievance shall be proposed by the grievant's immediate supervisor at the conference.
9. Grievances not resolved by the grievant's immediate supervisor to the satisfaction of the grievant may then be presented to the Superintendent of Schools. In the event the grievance is with the Superintendent of Schools, the President of the Board will be the recipient of the written grievance and follow the procedures outlined in this article. All teacher grievances presented to the Superintendent of Schools shall be made in writing and delivered to the U.S.D. No. 407 Central Office within ten (10) school days of the conference wherein the grievant's immediate supervisor proposed a resolution. Failure of the grievant to deliver a written presentation of a grievance within said ten (10) school day period shall constitute acceptance by the grievant of the resolution proposed by the grievant's immediate supervisor.

10. The Superintendent of Schools may render a written decision regarding the resolution of a teacher grievance within ten (10) school days of the date a written presentation of a teacher grievance is delivered to the U.S.D. No. 407 Central Office. Any written decision regarding resolution of a teacher grievance received by the Superintendent of Schools shall be delivered in person or by certified mail to the grievant.
11. Grievances not resolved by the Superintendent of Schools to the satisfaction of grievant within ten (10) school days of the date a written presentation of a teacher grievance is delivered to the U.S.D. No. 407 Central Office may be appealed to the Board of Education. All appeals to the Board of Education must be made in writing and delivered to the Clerk of the Board of Education within ten (10) school days of the date upon which the grievant received the written decision of the Superintendent of Schools or twenty (20) days from the date the grievant delivered a written presentation of a teacher grievance to the U.S.D. No. 407 Central Office, whichever is the lesser period of time.
12. All written appeals to the Board of Education shall state the following:
 - A. The name of the grievant;
 - B. The nature of the grievance;
 - C. The name of the grievant's immediate supervisor and the proposal for resolution of the grievance made by the grievant's immediate supervisor;
 - D. A copy of the written decision regarding resolution of the grievance rendered by the Superintendent of Schools if one was rendered.
13. Failure of the grievant to appeal to the Board of Education within the period of time set forth in this paragraph 11 shall constitute acceptance by the grievant of the resolution previously proposed.
14. A hearing on an appeal to the Board of Education shall be held by said Board at the next regular meeting of the Board of Education after the date the written appeal is delivered to the Clerk of the Board of Education or within ten (10) days of said date, whichever is the greater period of time.

ARTICLE VIII. DISCIPLINE PROCEDURES

Section A. Counsel and Representation

Any teacher subject to teacher discipline, disciplinary transfer, disciplinary probation, suspension, non-renewal or termination, shall be entitled at his/her request to have a representative of his/her choosing present.

Section B. Teacher Suspension

- Whenever, in the judgment of the administration, a danger does exist, by the continued service of a teacher, to the welfare or interest of the students, other teachers and employees, school property, or the individual teacher, the superintendent may immediately suspend a teacher with full pay and replace the teacher with a temporary substitute.
- Following the suspension, the superintendent will set forth the reasons and conditions of the suspension in writing and provide such written specifics to the suspended teacher.
- For any suspension which is intended to last beyond ten (10) school days, the superintendent will report to the Board of Education and recommend a continued suspension or termination. The superintendent's report shall include a recommendation as to whether the long-term suspension shall be with or without pay.

Section C. Disciplinary Probation

- Teachers may be placed on disciplinary probation by the superintendent. Probationary status indicates that the individual is failing to meet, to the administration's satisfaction, the criteria necessary for successful teaching.
- Reasons for and conditions of the probation shall be made at least once a month. A conference will be held to plan administrative assistance for the teacher, and specific progress which the teacher has made will be noted as well as specific remediation to be implemented by the teacher.
- The probationary period shall be only for the length of time required to make the necessary improvements. No probation shall be for a period of time in excess of one (1) year.

Section D. Employee Discipline

The Association recognizes the right of the Board to discipline its employees. All violations of Board Policy shall be resolved at the lowest possible level. Any violations, which cannot be resolved informally shall be subject to progressive discipline and shall be for just cause. The Board reserves, on a case-by-case basis, the right to proceed directly to Section B. Teacher Suspension.

Steps for progressive discipline.

1. The employee who violates a Board of Policy, which cannot be resolved informally, shall be provided a written notice of discipline, which shall be placed in the employee's file.

2. The employee shall be provided a reasonable time to correct his/her behavior, which may include a written plan of assistance and specific remediation to be implemented by the employee.
 3. If the employee does not correct his/her behavior, the employee may be reassigned to other duties, or the Board may proceed to Section B. Teacher Suspension.
- Evaluations may not be used as a disciplinary tool.
 - The employee may utilize the grievance process to object to any discipline. Non-renewal or termination is not subject to the grievance procedure.

Section E. Procedure Regarding Complaints

1. When a complaint is registered against a teacher, the district must notify the teacher within two (2) working days.
2. A complaint shall be in writing, stating the nature of the allegation, with specific facts related to the charge, including the name of the Individual(s) making the criticism. The Board shall provide forms for this purpose.
3. The teacher shall have the right to respond to the complaint in writing within five (5) working days of the complaint.
4. All responses shall be attached to all copies of the complaint.
5. All complaints shall be subject to review and adjustment through the grievance procedure.
6. Verbal or anonymous complaints shall not be considered.
7. If a complaint is not used as a basis of action against the employee within one (1) year of it's entering the file, the teacher may request such material be removed and destroyed. Any request shall not unreasonably be denied.

ARTICLE IX. TEACHER RESIGNATION

Section A. Liquidation of Damages

1. At such time as any certified employee wishes to be released from his/her contract, such resignation shall be made in writing and presented to the Superintendent or his/her designee.
2. In the event of a breach of the employment contract by the employee, the employee agrees to pay the Board the sum outlined below as the liquidation of damages:
 - a. For resignations tendered between May 15 and June 15 - \$250
 - b. For resignations tendered between June 16 and July 15 - \$500
 - c. For resignations tendered between July 16 and August 15 - \$750
 - d. For resignations tendered August 16 - thereafter - \$1,200
3. In the event that a teacher resigns after June 1, the Board reserves the right to refuse to accept a resignation.
4. The Board has the option of either accepting the sum or waiving the legal remedy entirely.
5. This liquidated damages clause is intended to be the exclusive remedy available to the Board.
6. This clause does not abrogate statutory and constitutional rights employees have to the continuation and fulfillment of their contracts.

ARTICLE X. TERMINATION AND NON-RENEWAL

Section A. Reduction in Force

- The Board retains sole discretion in the decision to reduce the teaching force. The Board agrees to notify the recognized negotiating agent in advance of effectuating any reduction in force.
- Prior to any reduction in force, the Board shall attempt to transfer teachers to other teaching vacancies or assignments.
- Whenever a reduction in the teaching force can be foreseen, or such a reduction is planned, such reduction shall be implemented over a period of years through the means of normal attrition, e.g., resignations and retirements.
- However, when an immediate reduction of the teaching force is necessary, the Board will accomplish such reduction through the following procedure:
 - Whenever transfer is precluded, uniform and objective standards will govern the selection of teachers to be laid off. The standards shall be:
 - Certification
 - Seniority
 - Evaluation
 - Probationary teachers shall be displaced before non-probationary teachers whenever applicable certification exists.
 - Teachers designated from termination or non-renewal due to reduction in force will be given opportunities for employment at any of the following positions if available and qualified:
 - Full-time paraprofessional
 - Part-time teaching, job-sharing or work-sharing
 - Part-time substitute teaching
 - Leave of absence without pay
- During any year that a reduction in force is planned by the Board, a public statement of the positions to be reduced will be made.

Any other benefits which have accrued during the teacher's employment will be honored as stated by other provisions and policies.

ARTICLE XI. RE-EMPLOYMENT

Section A. Recall Rights

Subsection 1. Recall

- Teachers who are laid off shall be offered re-employment in reverse order of lay-off to vacant positions for which they are certified/qualified to fill.
- Recall will be initiated upon the existence of a vacancy, which is to be filled in district.
- No teacher will lose his/her recall rights if he/she secures other employment during a lay-off.
- Any teacher re-employed by recall shall be given full salary and experience credit for prior teaching with the District.
- Teachers who are laid-off shall be responsible for notifying the Administrative Center of their current address, and of their desire to return to employment by recall.
- This right to recall is applicable for two (2) years following lay-off.

Subsection 2. Substitute Teaching Assignments

Whenever possible, teachers on lay-off who have recall rights shall be given opportunity over new hires to accept substitute teaching assignments in the order of priority of Subsection 1.

Subsection 3. Paraprofessional Assignments

Whenever possible, teachers on lay-off who have recall rights shall be given opportunity over new hires to accept paraprofessional assignments in the order of priority of Subsection 1.

Section B. Re-Employment

- In the event that a teacher of USD No. 407 leaves his/her teaching position in this district for any of the following reasons, and said teacher then desires, at a later date, to return to a position in USD No. 407, he/she will be given full consideration for re-employment in the event that there is an opening for which he/she is qualified.
 - Reasons:
 - Education career promotion
 - Extended disability
 - Extended humanitarian or voluntary service related to teaching certification.
- In the event the staff member is re-employed in USD No. 407, he/she will retain the sick leave which has been accumulated at the time of his/her leaving the district's employment. The teacher will be placed on the salary schedule without losing any accumulated teaching experience; and additional credit hours obtained during the absence will be credited for salary advancement.

ARTICLE XII. TERMS AND FORM OF THE INDIVIDUAL CONTRACT

This contract made and entered into this ___th day of August, 20__ by and between the Board of Education of Unified School District No. 407, Russell County, State of Kansas, hereinafter called "Board", and _____ hereinafter called "Teacher".

The parties hereto agree that Teacher shall be employed by Board as _____ for said Unified School District No. 407, Russell County, Kansas, for school year 20__ - 20__ for _____ contract days beginning on _____, at a salary of _____, as established by the salary schedule for said year, said salary being derived as follows:

STEP +

REGULAR SALARY SCHEDULE:

Other Salary:

Extra Days Salary:

Said salary shall be payable in twelve (12) equal installments as directed by the Board: PROVIDED, the last payment under this contract to be made only after said Teacher shall have made all required reports, accounted for all school property charged to Teacher during the term of Teacher's incumbency, and after the Teacher's immediate supervisor has verified in writing to the superintendent that such requirements have been fully complied with.

This contract is subject to the following terms and conditions:

(1) The services to be performed by Teacher hereunder shall be determined and assigned by Superintendent of Schools, subject to the Master Collective Bargaining Agreement, policies, orders, rules, and regulations of the Board which are made a part hereof with the same force and effect as thoughtfully set out herein. The Board authorizes the superintendent to assign the grade, room and building in which said Teacher shall teach in said school district; and to transfer or reassign Teacher to any other school or to any educational project or program of the school district for which Teacher is certified.

(2) The Teacher hereby agrees to accept and perform additional school related duties in the form of individual before school, after school, evening and weekend assignments.

(3) This contract is contingent upon 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; and in the event Teacher shall be unable to furnish to and maintain with Board an applicable Kansas Instructor's Certificate to be in full force and effect during the term of employment hereunder, this contract shall be null and void or terminated and cancelled.

(4) The Board reserves the right to terminate this contract for cause as provided by law.

(5) In the event the employment of Teacher hereunder should be terminated for any reason prior to the expiration of the school year, the salary hereinbefore specified shall be adjusted and paid on the basis of that amount, which when added to the compensation theretofore 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 be to the number of duty days set forth in the Negotiated Agreement.

(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 supplements thereto respectively.

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

UNIFIED SCHOOL DISTRICT NO. 407
RUSSELL COUNTY, STATE OF KANSAS

THIS CONTRACT approved and accepted by the

President - Board of Education

Teacher on _____, 20__

Teacher

Clerk of The Board

SUPPLEMENTAL CONTRACT

This contract made and entered into this ___th day of August, 20___ by and between the Board of Education of Unified School District No. 407, Russell County, State of Kansas, hereinafter called "Board", and _____ hereinafter called "Employee".

The parties hereto agree that Employee shall be employed by Board for said Unified School District No. 407, Russell County, Kansas, for school year 20__ - 20__, to perform supplemental duties as defined and scheduled by the Board. Employee's supplemental duties include the following:

SUPPLEMENTAL ASSIGNMENTS:

(Payment of Supplemental Assignments dependent on actual assignment and performance of duties.)

	<u>ASSIGNMENT</u>	<u>CLASS/STEP</u>	<u>SUPPLEMENTAL SALARY</u>
1.			
2.			
3.			
4.			
5.			
6.			

TOTAL SUPPLEMENTAL SALARY

Said salary shall be payable in twelve (12) equal installments as directed by the Board: PROVIDED, the last payment under this contract to be made only after said Employee shall have made all required reports, accounted for all school property, and after the Employee's immediate supervisor has verified in writing to the superintendent that such requirements have been fully complied with.

This contract is subject to the following terms and conditions:

Employee shall perform said supplemental duties under the direction and control of the superintendent of schools or the superintendent's designee, at such times and date as the superintendent or the superintendent's designee shall establish.

This supplemental contract is contingent upon Employee being able to perform said supplemental duties as assigned. Employee shall be subject to the policies and rules of the Board and changes made therein from time to time.

Employee agrees to use Employee's best effort, ability, experience and talents in the performance of Employee supplemental duties.

This supplemental contract is subject to the terms and provisions of the Kansas Cash Basis Law and Budget Law and any amendments thereof.

Board and Employee acknowledge and agree that this contract is a supplemental contract pursuant to K.S.A. 72-5412a.

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

UNIFIED SCHOOL DISTRICT NO. 407
RUSSELL COUNTY, STATE OF KANSAS

THIS CONTRACT approved and accepted by the

Teacher on _____, 20__

President - Board of Education

Teacher

Clerk of The Board

ARTICLE XIII. DISCRETIONARY BOARD WAIVER OF STATUTORY PROBATION

Teachers employed in this District, who qualify,² may request a waiver of statutory probation by the Board. When granted, such waiver will be made in writing, a copy of which will be given to the teacher.

² In accordance with KSA 72-5445 all teachers must serve a statutory period of three (3) years teaching service before Kansas statutory due process provisions are applicable.

However, the above cited section does allow any Board to "waive such three (3) year requirement for any teacher employed by it who prior to such employment, were teachers who had completed not less than three (3) consecutive years of employment in any school district, ...in this state."

ARTICLE XIV. TEACHER APPRAISAL

Section A. Procedures

The primary formal procedure to ascertain teacher effectiveness is set forth in the USD 407 Professional Evaluation System document. The supervisor will be the building principal of all teachers except special education teachers. The supervisors for special education teachers will be both their building principal and the special education director. The following guidelines shall be followed throughout the year:

1. All non-tenured and tenured teachers will be expected to meet all performance expectations as set forth in the USD 407 Core Expectations and other duties and obligations as published in USD 407's Board Policy. All non-tenured teachers will also be required to complete inservice training, which correlates with the district and building level goals.
2. First-year and second-year non-tenured teachers will be assigned a mentor to work closely with the teacher. Those new teachers previously tenured will be assigned a mentor for one year. Yearly salary compensation for mentors will be made according to the Supplemental Salary Schedule, Article I. Section E. Sub-section 2. Classroom release time for teachers and mentors will be monitored by the supervisor(s).
3. Evaluations of first- and second-year non-tenured teachers will be made within the first 60 days of each semester, with the exception that any employee not employed for the entire semester shall not be required to be evaluated. An initial conference will be held with the supervisor(s) by the 14th school day with a final summary conference held by the 60th day of the second semester. An evaluation of third-year non-tenured teachers will be made at least one time by February 15th. For observations which are scheduled in advance, a pre- and post-conference will be included with each observation. The extent of the post-observation conference is at the discretion of the supervisor(s).
4. The purpose of the Tenured Teacher Cycle is to take certified personnel beyond those competencies as set forth in the USD 407 Core Expectations and other duties and obligations as published in board policy. The Tenured Teacher Cycle will be used by teachers who have met the tenure qualifications as per K.S.A. 72-5445, not currently assigned to the Teacher Assistance Cycle, and have been assigned to the Tenured Teacher Cycle by the administrator. A plan may be developed by an individual teacher, or a team of teachers may elect to collaboratively develop a plan. The plan may be for one or two years and must coordinate with the professional growth goal on the teacher's Individual Component of the Individual Development Plan which is found in the USD #407 Inservice Education Plan. An Annual/Final Summary Appraisal will be completed by February 15th of each year regardless of the length of the plan. Revisions to the plan may be made as approved by the supervisor(s). This Yearly Evaluation will replace the triennial formal evaluation set forth under K.S.A. 72-9001 et. seq.
 - a. The criteria for the individual teacher developing a one-year plan is to submit goals and a plan to the administrator by October 1 (revising the Individual Component of the Individual Development Plan, if needed); gain supervisor(s) approval of goals and plan by October 15; begin implementation of the plan; begin development of a certified staff portfolio; and submit the Annual/Final Evaluation and a certified staff portfolio by February 1.

- b. The criteria for the individual teacher developing a two-year plan is to submit goals and a plan to the supervisor(s) by October 1 (revising the Individual Component of the Individual Development Plan, if needed); continue implementation of the plan: continue development of a certified staff portfolio; and submit the Annual/Final Evaluation and a certified staff portfolio by February 1.
 - c. The criteria for the team concept in a one-year plan is to submit goals and a plan to the supervisor(s) by November 1 (revising each Individual Component of the Individual Development Plan, if needed); gain supervisor(s) approval of goals and plan by November 15; begin implementation of the plan: begin development of a certified staff portfolio; and submit the Annual/Final Evaluation and a certified staff portfolio by February 1.
 - d. The criteria for the team concept in a two-year plan is to submit goals and a plan to the supervisor(s) by October 1 (revising each Individual Component of the Individual Development Plan, if needed); continue implementation of the plan; continue development of a certified staff portfolio; and submit the Annual/Final Evaluation and a certified staff portfolio by February 1.
5. The purpose of the Teacher Assistance Cycle is to assist teachers who are not meeting the performance expectations for a career teacher in the Tenured Teacher Cycle. A conference will be held by the supervisor(s) and the teacher to discuss the problem. The teacher may continue on his/her current Tenured Teacher Cycle plan while in the Teacher Assistance Cycle. The teacher may return to the Tenured Teacher Cycle at any time the supervisor(s) determine(s) that the improvement plan has been satisfactorily completed. If acceptable progress is not made by the teacher within the time specified by the supervisor(s), the result could be a recommendation for non-renewal of contract.
 6. A teacher will be notified in writing that he/she has been placed in the Teacher Assistance Cycle. Upon receipt of this notification the supervisor(s) has/have ten (10) working days to schedule a meeting with the teacher, at a time convenient to both parties, to initiate the development of the Teacher Assistance Cycle.
 - a. A Teacher Assistance Plan will be developed and executed by the teacher and supervisor(s). Selected teachers may serve as mentors and/or resources, as appropriate. The improvement plan shall include a statement of the problem, goals/objectives, methods/strategies, indicators of progress, resources/support needed, and timelines. This plan is to be submitted by February 1 of the current school year, the end of the calendar year following placement on the Teacher Assistance Cycle, or completion of the Teacher Assistance Cycle.
 7. The evaluation process is a continuous one between the teacher and the supervisor(s) and will be based upon the criteria set forth in the Teacher Assistance Plan, This continuous evaluation will be in the form of timely meetings to discuss progress and/or problems. When the supervisor(s) determine(s) that the improvement plan has been satisfactorily completed, the teacher will be placed back in the Tenured Teacher Cycle.
 8. In the event the teacher feels that the formal evaluation by the supervisor(s) is inaccurate, improper, unfair, or incomplete, the teacher may submit in writing, within fourteen (14) calendar days, any disagreement with the evaluation process and attach it to the evaluation. The teacher may also request a review of the evaluation by the superintendent. Such a request will be submitted in writing within fourteen (14) calendar days after signing the evaluation form. A conference will then be held with the supervisor(s), teacher and the superintendent to review all aspects of the evaluation. The superintendent will be notified

in writing in the event the review is not satisfactory to either the teacher or the supervisor(s).

9. The Tenured Teacher Cycle form and the Annual/Final Evaluation form are to be signed in all appropriate places by both the teacher and the supervisor(s). One (1) copy of the original form will be given to the teacher, one (1) copy shall be retained in the principal's office, and the original will be filed in the Central Office.
10. The teacher's file in the supervisor's office and in the Central Office shall be open to the inspection of the teacher at all times, except for credentials and related papers from teacher placement bureaus, which by regulations are labeled confidential.
11. All written evaluations will be retained for a period of three (3) years.
12. The primary responsibility for teacher evaluation is vested in the supervisor(s).
13. All procedures will meet minimum requirements of KSA 72-9001 et.seq.

Section B. Personnel Files

- A teacher shall have limited access to the individual teacher's personnel file as follows:
 - The file shall be available at reasonable times in the office where the file is normally kept.
 - Before having access to the file, the teacher shall file a written request for such a file.
- The teacher shall have the right to respond in writing, to any material in the file, which could be used in any disciplinary action, a copy of which shall immediately be given to the teacher. Any written response shall be affixed to the file.
- The teacher shall have the right to reproduce any documents authorized for examination. Only those items obtained from outside sources prior to the teacher's employment shall be withheld from him/her. However, the teacher shall be provided a list of all such withheld items upon his/her request.
- When the teacher is asked to sign materials placed in his/her file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- Anonymous materials shall not, under any circumstances, be included in the personnel file.
- If the teacher believes that material placed in his/her file is inappropriate or incorrect, he/she may seek remedy through the grievance procedure.

ARTICLE XV. ASSOCIATION RIGHTS

Section A. Use of the USD Administrative Center

Teacher's groups are allowed to use the Central Administrative Office for meetings in the same manner in which other groups are granted this privilege.

Section B. Payroll Deduction of Dues

Upon receipt of a signed authorization by each teacher, the Board will provide a payroll deduction of professional employees' organization dues. Amounts to be deducted shall be supplied by the Board through a schedule established by the Association. Any authorization received after September 1 shall be prorated so that all back dues are paid in one lump sum from the first check after said authorization is received. All remaining deductions shall be one twelfth (1/12) of such dues. Said authorization shall continue from year to year, unless authorization is revoked by the employee. The Board will transmit the total dues deducted within five (5) working days of the deduction to the designated RCNEA Treasurer.

Section C. Access to the Bargaining Unit Members at the Workplace

The Association shall be permitted to transact official business on school property subject to the following conditions:

1. Such business may not be conducted while teachers are involved in official duties.
2. No business will be conducted in front of students.
3. The business of the Association may not interfere with the efficient operation of the school.
4. Any Association representative visiting any building shall check in at the principal's office the same as all other visitors.
5. The principal of each building shall designate a place in which the Association may position a teachers' bulletin board. The Association shall have the right to post notices of Association business on each bulletin board.
6. Association representatives shall have the right to use the district mail service and teacher mail boxes for communication with members of the bargaining unit to the extent permitted by Federal Law.
7. The Association may use the school buildings in the same manner as other community groups as provided in the Board of Education policy.

Section D. Release Time

At the beginning of each school year, the Association shall be provided with ten (10) days of paid leave to be used by teachers who are officers or agents of the Association. Use of such leave will be at the discretion of the Association.

Section E. Notification of New Hires

The Board, through its designees, shall as soon as possible notify the President of Russell County-NEA of the name, address, and assignment of any new or additional teacher(s) who are employed.

Section F. Bargaining Unit Description

The professional employees' bargaining unit shall consist of all those individual professional employees employed by the Board of Education who require a certificate or license issued by the State of Kansas, except school administrators. These bargaining unit employees will include but not be limited to classroom teachers, school counselors, school librarians, school psychologist and school nurses, excluding substitute teachers.

ARTICLE XVI. OTHER WORKING CONDITIONS

Section A. Political Activities of Professional Employees

1. There are some hazards connected with partisan activity by all public employees, and some specialized kinds of hazards for those who have daily contacts with children and adolescents whose parents have a wide variety of political views. Uncertainty of teachers about embarrassing themselves has had the effect of limiting the political activities of teachers. The purpose of this policy is to make clear what teachers can and cannot do with impunity when engaging in partisan political activity.
2. Political activities of teacher, as supported by the superintendent and Board of Education:
 - a. Teachers may publicly campaign for candidates of their choice in local, county, state and national elections, both primary and general, to any extent that does not interfere with the proper performance of their school duties.
 - b. Teachers may seek election and may hold political offices that do not interfere with the performance of their responsibilities to the school system. An example of such an office might be that of precinct committee person.
 - c. Before deciding to seek offices which would interfere with the performance of the duties for which teachers are under contract, they must reach an agreement with the school board on matters of salary, time to be away from duty and all other matters relating to interference with the performance of regular school duties.
3. Limitations of political activity of teachers and what they should not do:
 - a. School time, school facilities, school supplies, or school equipment shall not be used by teachers in the performance of partisan political activity.
 - b. Personal partisan political views shall not be expressed to students in their classes or at other times on school premises or in connection with school sponsored events.

Section B. Intellectual Property Rights

- Teachers are encouraged to prepare innovative material for classroom use. Teachers who produce such materials and elect to market them demonstrate extra-ordinary initiative. When a teacher develops and publishes such materials he/she shall inform the board of his or her activities.
- Proceeds from the sale of any material produced by the teacher shall be retained by the teacher. All rights to printed and electronic material will remain with the teacher.
- The school will be entitled to use the material at no charge as long as the employee remains employed by the school. When a person leaves the school, they will provide the school with an updated current version of the information being used at no cost to the district.

Section C. Drug Free Workplace

- The parties believe that maintaining a drug-free workplace is mandatory for an appropriate learning environment for the students. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the district property.
- An employee whose performance has been deleteriously affected by alcohol or substance abuse shall be provided rehabilitation assistance. This assistance shall be given prior to the

initiation of termination proceedings, suspension, placement on probationary status, or other disciplinary action. The cost of such assistance shall be borne by the employee's insurance and the employee.

- No employee shall be subject to any drug testing unless there is probable cause for such action or otherwise required by law. Any testing and results of the testing will remain confidential, except for the purposes of any criminal investigation and non-renewal or termination of employment. In the event that law enforcement intervention is required, no such action will take place within the view of students or non-essential staff members.

ARTICLE XVII. GENERAL PROVISIONS

Section A. Typing, Editing and Distribution of the Master Collective Bargaining Agreement

- Following tentative agreement on a package to be submitted for ratification, the Board Clerk will type a draft with at least one (1) copy provided to the Board/KNEA. Thereafter, the total agreement will be edited by the two parties.
- Following the ratification by both parties, the Board will reproduce the agreement. Each individual teacher will be provided one (1) electronic copy of the agreement. The association will be provided six (6) copies of the agreement for their use.

Section B. Savings Clause

In the event that any provision or portion of this ratified agreement is ultimately ruled invalid for any reason, by an authority of established and competent jurisdiction, the balance and remainder of this ratified agreement shall remain in full force and effect.

Section C. Reference Clause

It is agreed by and between the Board and the Association that all ratified agreements set forth herein shall be included by reference in the contract of all teachers employed by the Board. These agreements shall be made a part of the teacher's individual contract, with the same force and effect as though fully set forth, therein.

Section D. Duration Clause

This agreement shall become effective as of the first day of September, 2009, provided it is ratified by the Board and the members of the negotiating unit in accordance with the provisions of the Professional Negotiation Act, K.S.A. 72-5413, et seq., and shall remain in full force and effect to and including the final day of August 2010. In the event the Board of Education and the Russell County NEA should fail to secure a successor agreement, as herein before provided, prior to the termination of this Master Agreement, the terms and conditions of this agreement shall remain in force and effect until successor agreement is reached however, such extended period shall not be for any longer period than allowed by applicable statutes or court ruling.

Section E. Management Rights

The Association agrees that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by the law and the Constitution of the State of Kansas and of the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of the Master Collective Bargaining Agreement and the Kansas Professional Negotiations Act.

Section F. Posting of Vacancies

- For the purpose of timely notice to all teachers, the Board, through its designee, shall conspicuously post, in all principal's offices and two (2) other places frequented by teachers designated by the principal in his/her building, a listing of each vacant position, which is to be listed, advertised or filled. Such notice will be dated with the posting date, and shall remain posted for at least thirty (30) days; however, the Board may fill any vacancy after five (5) school days following its posting.
- If a vacancy occurs while school is not in session, the Board will advertise the vacancy in the local newspaper either by a paid ad or by a news article. The Board may fill the vacancy after ten (10) days, excluding Saturdays and Sundays, following the above ads.

Section G. Definitions

- Administrator: All professional employees, except teachers, who are designated by the Board of Education to be in administrative positions.
- Teacher: Any certificated, professional employee employed by the District, and not to include administrators.
- Disciplinary Probation: A period of intense, constructive supervision which is corrective, remedial and supportive of improved work performance in identified areas of specific teaching behavior which the administration judges as less than satisfactory.
- Immediate Family: Husband, wife, son, daughter, mother, father, brother, sister, daughter-in-law, son-in-law, grandparent, or grandchild, and the same for a spouse.
- Unapproved Leave: Any absence from work which is not covered by approved leave as provided in Article IV of this agreement.
- Seniority: Commonly understood to mean the length of service with the employer or in some division of the enterprise. Seniority means that teachers retain their jobs according to their length of service with their employer and that teachers are promoted to better jobs on the same basis. It is generally recognized that the chief purpose of a seniority plan is to provide maximum security to teachers with the longest continuous service.

APPENDIX A. KPERS BENEFITS

	Current KPERS Current Plan (employed before July 1, 2009)	Future KPERS Future Plan^(a) (employed on or after July 1, 2009)
First-Day Membership	<ul style="list-style-type: none"> • State and local employees must be employed by a participating employer for one year before becoming KPERS members. • School employees become KPERS members on first day of employment. 	All employees become KPERS members on first day of employment.
Vesting Period Years of service required to guarantee eligibility for retirement benefits.	10 years	5 years
Normal Retirement Eligibility Age and service required to receive unreduced retirement benefits.	<ul style="list-style-type: none"> • Age 65 with 1 year of service • Age 62 with 10 years of service • 85 Point Rule (age plus years of service equal at least 85) 	<ul style="list-style-type: none"> • Age 65 with 5 years of service • Age 60 with 30 years of service
Early Retirement Eligibility & Subsidies Age and service required to receive reduced retirement benefits.	<ul style="list-style-type: none"> • Age 55 with 10 years of service • All early retirement reductions subsidized meaning reductions are less than full actuarial reductions. 	<ul style="list-style-type: none"> • Age 55 with 10 years of service • Early retirement reductions subsidized for those with 30 or more years of service.
Defined Benefit Multiplier	1.75%	1.75%
Final Average Salary (FAS) Definition used in retirement benefit calculation.	Average of three highest years	Average of five highest years
Retirement Benefit Formula Benefits payable for lifetime.	1.75% x FAS x Years of Service	1.75% x FAS x Years of Service
Cost-of-Living Adjustments (COLAs)	None	2% annual automatic COLA at age 65
Employee Contributions	4%	6%
Employer Contributions	Based on annual actuarial valuation subject to 0.6% statutory cap on annual rate increases.	Based on annual actuarial valuation subject to 0.6% statutory cap on annual rate increases.

^(a) Future plan design changes apply to KPERS members only. They do not apply to members of the Kansas Police and Firemen's Retirement System or the Retirement System for Judges.

SIGNATURE PAGE

These collective bargaining agreements were ratified by the bargaining unit and such ratification recorded in the minutes of the Russell County-NEA on the 13th day of August, 2009.

Cindy M. Balthazor

Chairman
Russell County –NEA

(Original signature on file at the Central Administration Office)

And these same collective bargaining agreements were ratified by the Russell County Unified School District No. 407 Board of Education and such ratification recorded in the minutes of said Board of Education on the 17th day of August, 2009.

Jerry Brown

President
USD No. 407 Board of Education

(Original signature on file at the Central Administration Office)