

CERTIFIED EMPLOYEES' AGREEMENT

**Negotiated Agreement of
Great Bend - National Education Association
and
Board of Education**

**UNIFIED SCHOOL DISTRICT 428
Great Bend, Kansas**

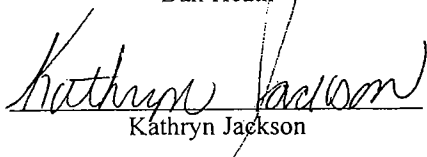
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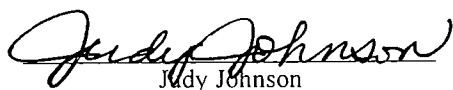
AGREEMENT REACHED BY DIALOGUE TEAM
CERTIFIED EMPLOYEES' AGREEMENT

May, 2011

GB-NEA

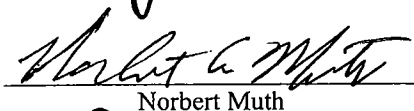

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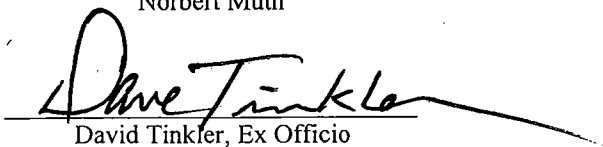

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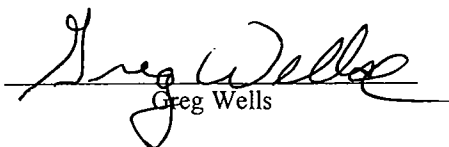

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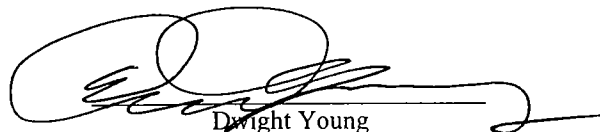

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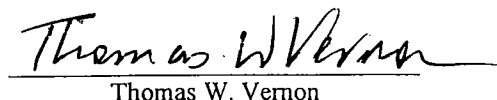
BOARD OF EDUCATION


Kevin Mauler


Dwight Young


Daniel Brungardt


Ruth Heinrichs


Thomas W. Vernon

Agreement ratified by:

**Great Bend-National Education Association on May 5, 2011.
Unified School District 428 Board of Education on May 9, 2011.**

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ARTICLE I -- RECOGNITION

The Board recognizes the Great Bend-NEA as the exclusive representative of the certified employees, other than administrative personnel, for purposes of negotiation. Continued recognition shall be in accordance with appropriate state statutes.

ARTICLE II -- NEGOTIATIONS PROCEDURES

It is understood and agreed that negotiating teams can best perform their functions when guided by established procedures and that agreement as to such procedures is a proper subject of negotiation.

The Great Bend National Education Association and the Board of Education of Unified School District 428 agree that the *Certified Employees' Agreement* provisions set forth in Article IV, Sections 1, 2, and 3 will be followed by the Association and the Board of Education when either feels that any term or terms of the *Certified Employees' Agreement* have been violated.

ARTICLE III -- GENERAL PROVISIONS

SECTION 1 -- ORGANIZATIONAL RIGHTS OF CERTIFIED EMPLOYEES

- A. The Board of Education recognizes the right of certified employees to organize and maintain associations for purposes of negotiation and the advancement of education and their profession.
- B. The Board of Education views the continued professional growth and efficiency of the employees as duties and responsibilities within the scope of their employment. The employee is encouraged to continually seek growth within the profession. The employee shall not be discouraged from maintaining membership in any professional organization.
- C. Support of the local Association by the Board shall include the allocation of time and money for staff participation at professional meetings that are involved in improvement of instruction and are authorized by the Board. Other professional meetings or attendance at such meetings shall be financed by the local Association or their individual members, unless such expenditure is approved by the Board.
- D. Released time may be provided to the president and/or the president-elect of the GB-NEA when requested to appear before civil, professional, and other groups to discuss educational matters. The request for said time should be made to the building principal three (3) days in advance when possible and will be granted when adequate substitutes can be provided. This leave shall not exceed ten (10) absences.
- E. The president of the GB-NEA or his/her designee shall be granted release time to attend school board meetings when those meetings are held during the duty day. This pertains to those meetings held in which official and binding action can be taken by the Board.
- F. Reproduction and Distribution of the Negotiated Agreement. Within forty-five (45) days of ratification by both parties USD 428 will post the *Certified Employees' Handbook* on the district's web site. Additionally, USD 428 will provide a paper copy of the negotiated agreement to each requester and will also provide twenty-five (25) paper copies to the Association.

SECTION 2 -- SAVINGS CLAUSE

Nothing herein shall be construed to limit the statutory power and duty of the Board to make, amend, or execute decisions and policies that are necessary to operate and maintain the teaching program and schools and to otherwise carry out its lawful rights and responsibilities. Neither shall anything in this policy or in the individual contract of which it is a part be construed to limit the lawful power and duty of the superintendent. Any portion of this policy or the individual contract of which it is a part or any action taken thereunder which is contrary to law shall be null and void, but the remainder of the policy or contract shall remain in full force and effect.

SECTION 3 -- CONTRACT AGREEMENT

When there is a conflict between this Agreement and any Board policy made unilaterally, the Agreement shall control. The Agreement shall not be altered, amended, or changed except in writing approved by both the Board and Association, and which writings shall be appended hereto and become a part hereof.

SECTION 4 -- HOLDOVER

In the event that the Board and the Association shall fail to secure a Successor Agreement, as provided in Article II, prior to the termination of this Agreement, this Agreement shall continue in force and effect in all its terms and conditions until the Successor Agreement is reached; however, such extended period shall not be for any longer period than may be allowed by applicable statutes.

SECTION 5 -- SPECIFIC PERFORMANCE

In the event of a breach or contemplated breach of any of the terms or provisions of this Agreement, either party shall have the right to institute and prosecute an action in a court of competent jurisdiction to secure an order of decree directing the specific performance hereof or enjoining such breach. Such equitable relief shall be in addition to any award of damages which would otherwise be obtained.

SECTION 6 -- REFERENCE CLAUSE

- A. The policy set forth herein shall be included by reference in the contracts of all certified employees employed by Barton County USD 428, Great Bend. This policy, entitled *Certified Employees' Agreement* shall be made a part of the employees' individual contract, with the same force and effect as though fully set therein; and it shall constitute Board policy.
- B. The format of the *Certified Employees' Agreement* handbook shall be jointly determined by the Board and the Association.

SECTION 7 -- MINUTES

The Clerk of the Board of Education shall provide for the Association, to be distributed to the Association's president or designee, a current, accurate, and appropriate copy of the official agenda and minutes of each meeting of the Board of Education. The Board of Education minutes shall include all addendum, reports, and bills paid.

SECTION 8 -- FAIR PRACTICES

The Board and Association are in agreement with an established fair employment policy and practice providing that there should be no discrimination by either party against any employee, prospective employee, or prospective Association member on the basis of race, creed, color, national origin, sex, or marital status.

SECTION 9 -- EMPLOYEE REQUEST FOR RELEASE FROM CONTRACT

- A. Letters of resignation must be submitted by the date set forth in Kansas statutes. A teacher who has not submitted a letter of resignation prior to the Kansas statutory date is subject to liquidated damages according to the following schedule: the day following the statutory date through June 15 -- \$300.00; June 16 through June 30--\$600.00; July 1 through July 31--\$1,000.00; August 1 through the end of the contract period--\$2,000.00.
- B. In the event the teacher terminates employment in the district without complying with the Board of Education policy, the Board may request that the Professional Practices Commission consider the suspension of the teacher's certificate for one (1) year.

ARTICLE IV -- GRIEVANCE PROCEDURE

SECTION 1 -- DEFINITIONS

- A. A *grievance* shall mean a complaint by an employee or employees that there has been a violation, a misinterpretation, or inequitable application of the provisions of this Agreement.
- B. The term *days*, except when otherwise indicated, shall mean working school days.

SECTION 2 -- GENERAL PROVISIONS

- A. The purpose of this procedure is to secure, at the lowest possible level and without fear of reprisal or prejudice, equitable solutions to the problems which may from time to time arise.
- B. Nothing herein contained will be construed as limiting the right of an employee to discuss any matter informally with appropriate members of the administration.
- C. The Association shall be notified of all meetings subsequent to Level One and shall be permitted to be present to observe the meeting. If the employee wishes, the Association may assist the employee with grievance at any level.
- D. Whenever an employee feels that a violation of the *Certified Employees' Agreement* currently exists, the employee shall have the right to file a grievance.
- E. The grievance form, which has been jointly agreed upon, is included in the negotiated agreement as Appendix VI.
- F. Each party shall pay for his/her own costs that might arise as a result of this procedure.
- G. Any decision reached as a result of this procedure shall apply to the parties involved in the grievance and to the parties involved in like grievances.

SECTION 3 -- PROCEDURES

- A. Level One
The employee shall request an informal conference with his/her principal or other immediate superior after he/she becomes aware of the grievance. The purpose of this informal meeting is to give the employee and principal an opportunity to resolve the grievance in an informal way.
- B. Level Two
If the employee has been unable to get a conference with the principal within five (5) days of the request for any reason other than the principal's absence from duty, or having had the conference is not satisfied with the disposition of the grievance, he/she may file the grievance in writing with the principal, a copy of which shall be delivered to the Association's Building Representative at the discretion of the employee. This shall be filed within ten (10) days of the Level-One requests. Within five (5) days after delivery of the formal grievance at the office of the principal, the principal shall deliver to the employee in writing his/her decision with respect to the grievance. A copy of this decision is to be delivered to the Association's Building Representative at the discretion of the employee. The decision shall include reasons for the decision. Failure of the principal to act within the five (5) days shall enable the employee to proceed forthwith to present his/her grievance at Level Three.
- C. Level Three
If the principal's decision as expressed in Level Two is not satisfactory to the employee, he/she may request the Association's Grievance Committee to make an evaluation of the grievance. Based on the findings, the Association's Grievance Committee may counsel the employee to accept the principal's decision or appeal to the superintendent. At the discretion of the employee, he/she may appeal to the superintendent within ten (10) days following the principal's decision in Level Two. The appeal shall set forth the grievance and solution sought. The superintendent shall hold a hearing within five (5) days. A record of the testimony shall be made in such form as shall be agreed upon by the parties prior to the hearing, and a copy of the record shall be provided the employee and the Association. If the superintendent fails to render a decision within five (5) days, the Board shall within ten (10) days review the record and render a decision. A record of the testimony shall be made in such form as shall be agreed upon by the parties prior to the hearing; and a copy of the record shall be provided the employee, the Association, the superintendent, and the Board of Education. The cost of the record shall be borne equally by the parties. If the superintendent fails to render a decision within five (5) days after receipt of the record, the Board shall within ten (10) days review the record and render a decision.
- D. Level Four
Where the superintendent makes a decision at Level Three, that decision shall be final unless, upon request of the employee, the Board by majority vote agrees to review the record. In the event that a review is held, the employee shall be given an opportunity to appear before the Board and make whatever comments or arguments he/she may have relative to the evidence as it appears in the record. The Board may accept the superintendent's decision, amend the decision, or rewrite the decision.
- E. Nothing in this grievance procedure shall be construed as prohibiting an employee from seeking a judgment or ruling in a court of law.
- F. Level Two may be waived by mutual agreement at Level One and the grievance appealed directly to Level Three of this procedure.

ARTICLE V -- EMPLOYEES' RIGHTS

SECTION 1 -- SITE-BASED IMPROVEMENT

All aspects of the school improvement process will stay within the parameters of the negotiated agreement.

SECTION 2 -- THE CODE OF ETHICS OF THE EDUCATIONAL PROFESSION

- A. It is agreed by both parties to this Agreement that the Code of Ethics as established by the United Teaching Profession (i.e., National Education Association, Kansas-National Education Association, Great Bend-National Education Association) is an acceptable guide for professional conduct. (See Appendix I.)
- B. The Board agrees with the Association that it will welcome and consider any reports by the Association of violations of the Code of Ethics.

SECTION 3 -- PERSONAL APPEARANCE

The personal appearance of an employee is a matter of the employee's discretion, provided that it does not adversely affect professional performance and is within accepted standards of the profession.

SECTION 4 -- DUE PROCESS

A. Termination

- A1. The termination or nonrenewal of the contractual services of any certified employee, excluding administrative personnel, shall be for just cause. *Just cause* may include, but is not limited to, conduct unbecoming a professional staff member, unwillingness to be governed by this Agreement or other official policies of the Board of Education of Unified School District 428, neglect of duty, incompetence, unethical behavior, or loss of effectiveness as a teacher.
- A2. All contracts for employment of certified employees, excluding administrative personnel, shall be deemed to continue for the next succeeding school year unless written notice of the intention to terminate or not renew the contract is served by the Board of Education upon any such certified employee by the date specified by Kansas statutes (third Friday in May), or unless the teacher shall give written notice to the Board of Education on or before the date specified by Kansas statutes (second Friday after the third Friday in May) that the employee does not desire continuation of the contract. (Law overrides named dates.) Terms of a contract of employment may be changed at any time by mutual consent of both the certified employee and the Board of Education of Unified School District 428. The termination of the services of any certified employee, excluding administrative personnel, can occur at any other time for just cause.

B. Procedural Due Process

- B1. The parties to this Agreement recognize that all certified teachers need to improve continuously in the performance of their professional duties. To this end, efforts shall be made to assist certified teachers in their professional growth. Such efforts shall include adequate observation followed by conferences in which the teachers should participate, in-service growth experiences of various kinds as provided by the school system, and affirmative utilization of the evaluation procedure as established by Article XIII of this Agreement. Once the administration suspects cause for dismissal, special and more detailed observation, evaluation, and conferences shall be initiated immediately to prove or disprove such suspicion.
- B2. Upon the failure of the teacher to improve sufficiently, or in cases of continued declining efficiency, such teacher shall be given notice in writing clearly indicating areas in which substantial improvement is necessary for continued employment. The written notice shall be followed by a reasonable period of continuing sympathetic assistance by such person or persons as designated by the Superintendent of Schools.

- B3. In the event the teacher does not respond to efforts designed to assist in the improvement of performance, there shall be documentation of evidence indicating that appropriate supervision has been given and that the appropriate level of professional performance has not been attained.
- B4. Subsequent to compliance with the above provisions, a private conference may be held between the teacher and the Superintendent of Schools offering the teacher the opportunity to resign with the assurance that any recommendation made by the Superintendent of Schools will be a forthright statement of the individual's deficiencies as well as the areas of commendable performance.
- B5. In the event the teacher does not resign, the Superintendent of Schools shall make a recommendation to the Board of Education that the employment of the teacher be terminated at an appropriate time. In making such a recommendation, the superintendent shall submit the reasons for the recommendation, along with documentation. The teacher shall receive a copy of the recommendation of the Superintendent of Schools and shall be informed in writing of the date, time, and place when the recommendation will be submitted to the Board of Education. The presentation to the Board of Education of nonrenewal shall be no later than the statutory date under KSA 72-5437. This provision shall not apply in cases of immediate dismissal.
- B6. The teacher shall have the right to be present and represented by counsel when the Superintendent of Schools presents his recommendation to the Board of Education. The teacher shall also have the right to examine and have access to the documentation presented by the superintendent, but the teacher shall not have the right to be heard at this time. This activity shall not constitute a formal hearing. Action by the Board of Education, upon the recommendation of the Superintendent of Schools, will follow. If the decision of the Board of Education is to terminate or not renew the contract of the teacher, written notice of the intention to terminate or not renew the contract is to be served by the Board of Education upon such teacher.
- B7. Whenever a certified employee, defined as any professional employee who is required to hold a certificate to teach in any school district, but excluding any person who is a retirant from school employment of the Kansas Public Employees Retirement System (KPERs), who [a] has completed three (3) consecutive years of employment and been offered a fourth contract in any Kansas school district and has completed two (2) consecutive years of employment in Unified School District 428; or [b] has completed three (3) consecutive years of employment in Unified School District 428 is given written notice of the intention not to renew the contract of employment or termination of such employment, written notice of the proposed nonrenewal or termination shall include a statement of the reasons for the proposed nonrenewal or termination and a statement that the teacher may have the matter heard by a hearing officer as provided for by law (KSA 72-5438) upon written notice being filed with the Clerk of the Board of Education within fifteen (15) days that he/she desires to be heard. Where a teacher alleges his/her termination or nonrenewal is the result of his/her having exercised a constitutional right, the aforementioned consecutive years of employment requirement shall not apply.
- B8. The hearing provided before the selected hearing officer shall afford procedural due process, including the following:
- B8,a. The right of each party to have counsel of such party's own choice present and to receive the advice of such counsel or other person whom such party may select.
- B8,b. The right of each party or such party's counsel to cross-examine any person who provides information for the consideration of the hearing officer, except those persons whose testimony is presented by Affidavit.
- B8,c. The right of each party to present by such party's own witness in person, or their testimony by Affidavit or Deposition, except that when presented by Affidavit the same shall be served upon the Clerk of the Board of Education or the agent of the Board and upon the teacher in person or by first-class mail to the teacher's address which is on file

with the Board of Education not less than ten (10) days prior to presentation to the hearing officer.

- B8,d. The right of the teacher to testify in his/her own behalf and give reasons for his/her conduct, and the right of the Board of Education to present its testimony through such persons as it may call to testify in its behalf and to give reasons for its actions, rulings, or policies.
- B8,e. The right of the parties to have an orderly hearing.
- B8,f. The right of the teacher to a fair and impartial decision based on substantial evidence.
- B9. Testimony at the hearing may, and upon the request of either party, shall be taken by a certified shorthand reporter or electronically recorded and shall be transcribed upon request of any party or upon direction by a Court. The costs for any such transcription shall be borne by the Board of Education. All other costs of the hearing shall be borne equally by the parties.
- B10. When either party desires to present testimony by Affidavit or by Deposition, that party shall furnish the date on which the testimony shall be taken to the hearing officer. A copy of the Affidavit or the Deposition shall be furnished to the opposing party within ten (10) days following the taking of any such testimony, and no such testimony shall be presented at a hearing until the opposite party has had at least ten (10) days prior to the date upon which the testimony is to be presented to the hearing or deponent to be answered under oath. Such ten (10) day period may, for good cause shown, be extended by the hearing officer.
- B11. At any meeting the hearing officer may:
 - B11,a. Administer oaths.
 - B11,b. Issue subpoenas for the attendance and testimony of witnesses and the production of books, papers, and documents relating to any matter under investigation.
 - B11,c. Authorize the taking of depositions.
 - B11,d. Receive evidence and limit lines of questioning and testimony which are repetitive, cumulative, or irrelevant.
 - B11,e. Call and examine witnesses and introduce into the record documentary and other evidence.
 - B11,f. Regulate the course of the hearing and dispose of procedural requests, motions, and similar matters.
 - B11,g. Take any other action necessary to make the hearing accord with administrative due process.
- B12. Hearings shall not be bound by rules evidence whether statutory, common law, or adopted by the rules of Court; the burden of proof shall rest upon the Board of Education of Unified School District 428; all relevant evidence shall be admissible, except that the hearing officer, in the hearing officer's discretion, may exclude any evidence if the hearing officer believes that its probative value is substantially outweighed by the fact that its admission will necessitate undue consumption of time.
- B13. Unless otherwise agreed to by both the Board of Education and the teacher, the hearing officer shall render a written recommendation not later than thirty (30) days after the close of the hearing, setting forth the hearing officer's findings of fact and determination of the issues. The decision of the hearing officer shall be submitted to the teacher and the Board of Education.

- B14. The decision of the hearing officer shall be final, subject to appeal to the district court by either party as provided in K.S.A. 60-2101, and amendments thereto.
- C. It is recognized that in an extreme situation, immediate dismissal could be in order. In such a situation, the attempts at sympathetic assistance shall not be required. However, any such dismissal would follow the notice and hearing procedures as set forth above.
- D. Nonrenewal may result from basic changes in the educational offerings of the school system, structural reorganization of the system, or a substantial decline in the enrollment which would make nonrenewal reasonable, this being apart from any deficiency on the part of any certified employee. In such a situation, all efforts to reassign the certified employee to another position within the system shall be exhausted before nonrenewal shall be considered.

ARTICLE VI -- WORKING CONDITIONS

SECTION 1 -- PHYSICAL CONDITIONS

- A. The physical conditions of a teacher's classroom are of prime importance to the learning process. The Board of Education will continually strive to maintain the physical condition of each classroom and provide an environment conducive to learning.
- B. The physical plant shall be maintained in good repair and, when needed, repairs shall be made as soon as possible.

SECTION 2 -- INSTRUCTIONAL LOAD

- A. When the teaching load for a classroom teacher exceeds twenty-five (25), the administration will notify the teacher in writing what is being done to reduce the number of students to twenty-five (25).
- When the teaching load for an elementary classroom teacher exceeds twenty-five (25), a teacher assistant may be requested by the classroom teacher. If the request is approved by the administration, the selection of the teacher assistant shall be by agreement between the administration and teacher.
- Identified special education students, including LD and BD students who are in a regular classroom, shall be given a pupil count of two (2) in determination of class size.
- B. The maximum instructional load for physical education, band, chorus, study hall, and other specialized areas of teaching will necessarily vary and cannot be governed by *Item A* above. Such classes must be considered individually as to the reasonableness of the number under all existing conditions, and the teacher in the specialized areas will be consulted in this regard.
- C. The teacher's evaluation of the work of a student and the grade given shall be respected. No grade shall be changed by an administrator without consultation with the teacher, when possible. The teacher will be given an opportunity to document the basis for this grade decision. If a grade is changed, it shall be noted in the record of the student by whom the change was made.

SECTION 3 -- MONITORING OF PROFESSIONAL PERFORMANCE

All observation of the professional performance of or by any party to this Agreement shall be conducted openly and with full knowledge of all concerned.

ARTICLE VII -- PUPIL DISCIPLINE AND CONTROL

SECTION 1 -- BOARD SUPPORT

The Board of Education recognizes the importance of effective pupil discipline and control. With this recognition, the Board gives its support to the employees when they exercise reasonable and professional judgment in their efforts to maintain pupil discipline and control.

SECTION 2 -- REFERRAL OF PUPIL

When in the judgment of an employee a pupil requires referral to other professional personnel or specialists, he/she shall so inform his/her principal or immediate supervisor. The principal or immediate supervisor shall arrange for a conference with the employee to discuss the course of action to be taken. If referral to other professionals or specialists is considered the appropriate action and immediate action is not considered necessary, the adopted referral procedure shall be followed. In cases where immediate action by the other professionals or specialists is deemed necessary, the principal or immediate supervisor shall arrange a conference between himself/herself, the employee, and the other professional or specialist to determine the course of action to be taken in resolving the problem.

SECTION 3 -- REMOVAL OF PUPIL FROM CLASSROOM

When in the judgment of the teacher a pupil is seriously disrupting the instructional program to the detriment of other pupils, the teacher may remove the pupil from his/her class. The teacher will instruct the pupil to report immediately to the administrator. Following consultation with the teacher, the administrator may readmit the pupil. At the secondary level, the pupil shall not be readmitted to the class from which he/she was removed on the day of removal unless the teacher consents. Appropriate written records of pupil conduct and action taken shall be made and maintained by both the teacher and the administrator. If a student is removed from a class a second time, the parents will be notified by the principal or designee. A conference involving principal, teacher, student, and parent will be held concerning any removal.

SECTION 4 -- PHYSICAL FORCE

While in the course of his/her employment, an instructor may use reasonable physical force against a pupil to protect himself/herself, to protect other persons, to prevent the destruction of property, or to prevent any illegal overt act on the part of the pupil.

SECTION 5 -- TEACHER ENFORCEMENT OF SCHOOL REGULATIONS

- A. The maintenance of discipline and pupil control is the responsibility of the total school staff. Instructors shall be responsible for the enforcement of school regulations in effecting discipline and pupil control when they become aware of a violation of such regulations. The administration will give reasonable support to instructors in this endeavor.
- B. The teacher's judgment regarding matters of pupil discipline and control is to be respected. The teacher's enforcement of regulations, when reasonable and professional, shall be fully supported by the principal. The principal shall not cause the teacher to administer discipline to a pupil for a breach of regulation. Teachers have the right to refer all cases of regulative breach to the principal who is empowered to administer discipline if it is considered necessary. It is recognized that classroom regulations shall be primarily enforced by the teacher in charge of a particular class or activity and the administrator agrees to

give his/her support to the teacher in such enforcement when reasonable and professional judgment is used in enforcing such regulations.

SECTION 6 -- ESTABLISHMENT OF DISCIPLINE AND CONTROL REGULATIONS

The adoption of pupil discipline and control regulations shall be made by the Board in cooperation with committees representative of the elementary, middle school, and senior high school certified employees and of the administrators.

ARTICLE VIII -- IMPROVEMENT OF INSTRUCTION AND CURRICULUM

SECTION 1 -- ACADEMIC FREEDOM

- A. The Board shall establish and maintain conditions of administration under which employees may operate on a highly professional basis, free from outside pressures likely in any way to impair their service to the students.
- B. Employees will be allowed great latitude in working out methods of presentation and are permitted to innovate and use new techniques which encourage inquiry and creative learning. The use of new instructional materials and classroom presentations that may involve controversial issues should be planned by the individual teacher and then discussed with the building principal before they are initiated in the classroom. This provides dual protection for both the teacher and the administration. It is recognized that the final responsibility in the determination of the above rests by law with the Board of Education.
- C. The instructor shall be granted reasonable freedom to recommend, for individual study, instructional materials which he/she believes will have educational significance for any individual student. Such freedom shall also include the right to discuss various instructional materials with the student.
- D. The instructor must be free to invite and utilize services of outside resource speakers in the classroom when the teacher believes that such speakers will have educational significance for a class of students.
- E. Academic freedom guaranteed herein requires strict adherence to professional ethics. However, when compliance with professional ethics is not in question, academic freedom may need further review, clarification of issues and facts, and adjudication.
- F. All decisions rendered on the application of any of the provisions of this Article in a specific situation shall be made by a representative group of instructors presently employed within the school system with representation from other sources. This professional board of review, recommended by the Association and approved by the superintendent, will accept problems, complaints, and requests for guidance from instructors and citizens and, after giving all interested parties an opportunity to present their points of view, shall present findings to the superintendent for Board of Education review.

SECTION 2 -- EMPLOYEE INVOLVEMENT IN CURRICULUM DEVELOPMENT

- A. Definition. The *curriculum* is defined as the sum total of all the instructional activities engaged in by the employees in their efforts to provide educational opportunities for the students of USD 428.
- B. Implementation.
 - B1. Grade Level Committees. Grade Level Committee for each grade level will consist of all elementary teachers in the district who teach at that grade level. The chairperson of each Grade

Level Committee will be elected at the first meeting in the fall by the committee members for a one (1) year term. Each Grade Level Committee will be co-chaired by a building level or central office administrator.

B2. Departmental Committees. Each employee within the secondary schools (7-12) will be a member of the Departmental Committee most closely related to his/her teaching assignment. The departmental committee chairperson at the high school and the head teacher at the middle school will be appointed in the spring of each year for the following school term. The building principal will give notice of the position and will ask the staff for volunteers and recommendations from their curriculum area. The teacher serving will be selected jointly by the building administrator, the Director of Curriculum and Instruction, and the GB-NEA building representative from the specific building.

B3. Curriculum Area Committees. K-12 Curriculum Area Committees will be established for the following curricular areas:

- Language Arts / Reading
- Mathematics
- Science
- Social Studies
- Physical Education
- Healthy Living

The K-12 Curriculum Area Committees will include seven elementary teachers, two middle school teachers, and three high school teachers. Elementary and middle school teachers will be selected for committee assignments by building and central office administrators. Members will be selected for each of the committees to ensure that each grade level K-8 and each elementary building are represented. Teachers will be selected for each committee based upon their curriculum and instructional strengths and teaching assignment, and, whenever possible, by individual preference. Senior high school teachers will be selected by the senior high school members of their respective departments.

B4. Curriculum Area Committees. Curriculum Area Committees will be established for the following curricular areas:

- Fine Arts
- Technology
- Foreign Language
- Vocational
- Guidance
- Media Center

These committees will include middle school and high school teachers from the respective departments and appropriate representation from elementary buildings. Elementary and middle school teachers will be selected for committee assignments by building and central office administrators. Teachers will be selected for each committee based upon their curriculum and instructional strengths, teaching assignment, and, whenever possible, their individual preference. Senior high school teachers will be selected by the senior high school members of their respective departments.

The chairperson of each Curriculum Area Committee will be elected by the committee for a three (3) year term. The chairperson will serve on the Curriculum Steering Committee as an ex-officio member. The chairperson will be compensated at the district-approved hourly rate of \$15.00 for authorized committee work done outside the regular contract day.

Each Curriculum Area Committee will be co-chaired by a building level or central office administrator.

Each Curriculum Area Committee will have a recording secretary. The recording secretary will be elected by the committee at the first meeting in the fall by the committee members for a one (1) year term. The recording secretary will be responsible for keeping accurate records of committee meetings and for submitting the minutes for committee meetings to the Curriculum Steering Committee on a monthly basis. The recording secretary will be compensated at the district-approved hourly rate of \$15.00 for authorized committee work done outside the regular contract day.

Curriculum Area Committees will meet as needed. All meetings of the Curriculum Area Committees must be authorized by the Superintendent or the Director of Curriculum and Instruction.

If a Curriculum Area Committee meets for an authorized meeting outside the regular contract day, all members involved will have a choice of receiving compensation or IDP points for the meeting. The rate of compensation will be at the district-approved hourly rate of \$15.00.

The Director of Curriculum and Instruction will serve as ex-officio member of each Curriculum Area Committee.

- B5. Curriculum Steering Committee. The Curriculum Steering Committee will consist of one teacher from each elementary grade level, with each elementary building having a representative; two members from the middle school; three members from the senior high school; a guidance counselor; the GB-NEA president or designee; one elementary principal; the middle school principal; the high school principal; and the Director of Curriculum and Instruction. The teachers serving on the Curriculum Steering Committee will be selected jointly by the Superintendent and the GB-NEA president or designee. Administrators serving on the Curriculum Steering Committee will be selected by the Superintendent.

Each teacher serving on the Curriculum Steering Committee will serve a three (3) year term, with terms staggered so that no more than one-third of the committee membership is scheduled to change from year to year.

The chairperson of each Curriculum Area Committee will serve as an ex-officio member of the Curriculum Steering Committee.

All committee members and ex-officio members will be notified of all committee meetings and will receive an agenda in advance.

The Director of Curriculum and Instruction will act as the chairperson for the committee.

C. Committee Functions.

- C1. Grade Level and Departmental Committees. Grade Level and Departmental Committees will act as forums for the discussion of curriculum needs and implementation of curriculum changes. Suggestions from individual teachers for changes in curriculum, including changes in objectives, scope and sequence, curriculum guides, textbooks, materials, and mastery tests should be made to the appropriate Grade Level or Departmental Committee. Recommendations for curriculum changes endorsed by a Grade Level or Departmental Committee are to be submitted in writing to the appropriate Curriculum Area Committee for that committee's consideration.
- C2. Curriculum Area Committees. Each Curriculum Area Committee will review program level outcomes, grade level outcomes, and the K-12 scope and sequence for each subject within the curriculum area. Each Curriculum Area Committee is also responsible for selection of texts and related materials for that curriculum area.

Minutes of Curriculum Area Committee meetings are to be kept and submitted monthly to the Curriculum Steering Committee.

Recommendations for curriculum changes endorsed by a Curriculum Area Committee are to be submitted in writing to the Curriculum Steering Committee for that committee's consideration.

- C3. Curriculum Steering Committee. The Curriculum Steering Committee will act as the coordinator of the total curriculum process within the district.

Members of the Curriculum Steering Committee may be given release time during the school year for in-depth study of the curriculum when it is deemed necessary by the committee and approved by the Superintendent or Director of Curriculum and Instruction.

Curriculum Area Committees, Grade Level Committees, or Departmental Committees approved by the Curriculum Steering Committee may be employed for additional time during the summer for continued curriculum study.

The Curriculum Steering Committee will consider all recommendations for curriculum changes submitted by Curriculum Area Committees. The Curriculum Steering Committee will also consider all recommendations for changes in course offerings submitted by administrators.

After considering a recommendation for curriculum change, the Curriculum Steering Committee may refer the recommendation to the appropriate Grade Level Committee, Departmental Committee, or Curriculum Area Committee for additional study; may vote to not endorse the recommendation; or may vote to endorse the recommendation.

Recommendations for curriculum changes endorsed by the Curriculum Steering Committee will be submitted in writing to the Administrative Council for that group's consideration.

Recommendations for curriculum changes endorsed by the Administrative Council are to be submitted in writing to the Board of Education.

It is recognized that the State of Kansas and Board of Education are, by statute, the final authority in all matters dealing with the curriculum.

SECTION 3 -- KANSAS IN-SERVICE PLAN

- A. USD 428 has a Staff Development Plan, formally approved by the State Board of Education, which meets the requirements of the Staff In-Service Plan. Any certified employee desiring to use this plan for recertification may do so by filing an Individual Development Plan with his/her supervisor subject to ratification by the District Professional Development Council, the Superintendent of Schools, and/or the Board of Education. (Reference *Article XXI, Section 6*)
- B. The Professional Development Council will consist of members as prescribed in the USD 428 *Professional Development Council Handbook*. Also, the selection of replacement members will follow the guidelines established by the PDC Handbook. The Professional Development Council, if it makes any revisions to the composition and/or selection of its membership, will be in compliance with the provisions of the Kansas State Department of Education regulations as established in Section 91-1-146c of its *Kansas Inservice Education Program Guidelines*.

ARTICLE IX -- EMPLOYEE PROTECTION

SECTION 1 -- REPORTING ASSAULT AND BATTERY

An employee who has suffered an assault and/or battery in connection with his/her employment, where such event occurs in school, on school grounds, or while the employee is engaged in duties at a regularly scheduled school event shall, within a reasonable time thereafter, make a written report of the circumstances to his/her principal. The report will be forwarded by the principal to the superintendent, with a copy to the employee who was assaulted. Subsequently the superintendent will respond to both the principal and the teacher acknowledging the report and providing relevant information.

SECTION 2 -- REIMBURSEMENT FOR DAMAGES OR INJURY

Whenever an employee sustains damage to clothing or other personal property as a result of the assault and/or battery reported under Section 1 above and when, after investigation, the Board finds that the employee has used reasonable judgment, the Board will reimburse the employee for actual damages in an amount not to exceed \$100 for each incident; and when personal injury to the employee occurs under the same conditions, the Board shall pay the cost of medical, surgical, or hospital services up to \$1,000 for each incident, less the amount of any hospitalization, medical, or surgical insurance or Workers' Compensation payments.

SECTION 3 -- REIMBURSEMENT FOR PROPERTY LOSS FROM VANDALISM

A certified employee shall be entitled to reimbursement for the loss of personal property housed by said employee in his/her work area if such property is an essential teaching aid or tool when such loss stems from an act of vandalism not reimbursed by the employee's personal insurance. If said property is covered under the Board's insurance policy, the property will be covered up to the limits of that policy. If said property is not covered under the Board's insurance policy, the amount of reimbursement will not exceed \$500.00. In order to make claim for any such loss, the certified employee shall have submitted, at the time the property is placed into his/her work area, a statement, to the district office and his/her learning center principal, providing a full description of the property, its value, and any identification number. If such statement is not submitted, the loss will not be eligible for reimbursement.

SECTION 4 -- INJURY BENEFITS

Whenever an employee is absent as a result of personal injury caused by assault and/or battery reported under Section 1 above and when, after investigation the Board finds that the employee has used reasonable judgment, he/she shall be paid his/her full salary, less any other Board-provided instructor compensation or disability benefits for the period of such absence, without having such absence charged to sick leave. Such payments shall not extend beyond the end of the employee's current contract year. The Board may require medical reports in verification of the disability.

SECTION 5 -- BOARD ASSISTANCE

In the event that, as a result of an assault and/or battery as defined above, or if an employee is involved as a defendant in legal action arising out of disciplinary action taken against a student, the employee may request the assistance of the Board in preparation of his/her defense. If the Board finds that the employee used reasonable judgment and acted in accordance with Board policy, the Board shall provide such assistance.

SECTION 6 -- LEGAL ACTION

Whether, as an outgrowth of the assault and/or battery referred to in the preceding sections, an employee shall commence legal action is the prerogative of the employee alone, and no employee may be required either to do so or to refrain from doing so.

SECTION 7 -- SUPERVISORY DUTIES

- A. In the event of riot or threat of mass violence, the employee's duty shall be of a supervisory nature, and the administration shall request the assistance of the police for the performance of police duties.
- B. The Board shall provide identification badges for those employees working extracurricular assignments. Employees will wear these badges in a visible place and will be stationed and on duty while being paid for extracurricular assignments.

SECTION 8 -- TEACHER RESPONSIBILITY

Employees are expected to exercise reasonable care with respect to the safety of pupils and property of pupils and Board, but they are not responsible for loss or damage without fault on their part.

SECTION 9 -- ADMINISTERING MEDICATION

Employees shall not be required to administer prescribed medication for any student.

ARTICLE X -- PROFESSIONAL YEAR

SECTION 1 -- PROFESSIONAL YEAR FOR EMPLOYEES

A. Contract Days

- A1. The contract days of employees, exclusive of supplemental or extended time contracts, shall be one hundred eighty-eight (188) days. Certified personnel new to the district or certified personnel returning to the district after a break in employment may be required to devote five (5) days of in-service for orientation purposes prior to the first day that returning teachers report. These five (5) days shall be in addition to the 188-day regular contract and will be compensated at the rate of seventy-five dollars (\$75.00) per day. Four (4) half days of the five (5) days will be utilized by the certified employee for work in the classroom or school building. New teachers who attend all five (5) orientation days will receive compensation, as noted, in the August payroll, with September compensation for those new teachers not attending all five (5) days.
- A2. Full-time Special Education teachers who are assigned one hundred percent of their work at a special education cooperative school district other than USD 428 will follow the duty day and school calendar of that assigned school.

B. Professional Days

A professional calendar, described below, is designed to provide hours within the school day as well as days within the school year for staff development. A time, not to exceed ninety (90) minutes, will be provided for the Association to conduct a meeting or meetings during one (1) of the professional days before school starts. This time will be jointly agreed on by the superintendent and the Association president or designee. All certified personnel shall have one (1) professional work day at the end of the first semester (students not

in attendance) for preparation of grades and student reports. The remaining professional staff development and work days shall be planned and agreed upon jointly by the superintendent and Association president or designee.

1.0 day	08/11/11	Staff Work Day
1.0 day	08/12/11	Professional Staff Development
1.0 day	08/15/11	Professional Staff Development or Staff Work Day*
1.0 day	08/16/11	Professional Staff Development or Staff Work Day*
0.5 day	10/14/11	Staff Work Day <i>p.m.</i>
1.0 day	10/24/11	Professional Staff Development / Grade Level – Department Meetings
1.0 day	01/03/12	Staff Work Day
0.5 day	03/09/12	Staff Work Day <i>p.m.</i>
1.0 day	04/23/12	Professional Staff Development / Grade Level – Department Meetings
0.5 day	05/24/12	Staff Work Day
1.0 day	05/25/12	Staff Work Day <i>a.m.</i>

0.5 day	August	<u>Comp Time:</u> Open House <i>p.m.</i>	Included in August total hours.
1.0 day	October	<u>Comp Time:</u> Fall Conferences	Included in October total hours.
1.0 day	February	<u>Comp Time:</u> Spring Conferences	Included in February total hours.

* Regarding 08/15/11 and 08/16/11, each building has the equivalent of one full inservice day and one full workday. The date for each is set at building discretion.

C. Scheduling of Professional Days

The scheduling of all normally anticipated professional days shall be set at least forty-five (45) days in advance.

D. Non-Working Days

The school calendar shall provide for school not to be in session and for employees not to be on duty on Labor Day (Monday); Thanksgiving recess [Wednesday (1:00 p.m.), Thanksgiving Day, and the Friday following Thanksgiving]; winter recess December 23 through January 1 (inclusive); Good Friday; and Memorial Day (Monday). However, during school years in which December 23 falls on a Tuesday, that day will be a regular school day and January 2 will be a non-working day.

E. Professional Meetings

The school calendar shall provide for scheduled time within the professional days to be used by the Association for committee meetings, etc. Scheduled time and dates for said meetings shall be mutually agreed upon and established bilaterally by the superintendent and the Association president.

SECTION 2 -- AMENDMENTS

The school calendar will not be altered during the year except for reasons beyond the Board's control; but in any event, any amendment shall not increase the number of contract days. Notification to the Association president or designee will be made prior to any alterations of the school calendar. Consultation concerning rescheduling of school days will be held with the Association president or designee.

SECTION 3 -- BOARD-ADOPTED SCHOOL CALENDAR

The school calendar, which is in full compliance with all the provisions of this Article, is incorporated herein. (See Appendix III.)

ARTICLE XI -- PROFESSIONAL DAY

SECTION 1 -- TEACHER PLANNING

- A. It is agreed that the development of skills and the acquisition of specific items of knowledge should definitely be planned for each grade with consideration for the stage of growth at which the particular learning can most economically be achieved.
- B. All parties agree that assignments shall be carefully planned and presented. An integral part of a good assignment is making sure that each student understands the assignment and procedures involved. In this connection teachers will be given great freedom to plan, to experiment, and to exert their influence toward improvement of instruction.

SECTION 2 -- DEFINITIONS

- A. *School day* shall mean the time commencing as designated for said employee's students to be at instructional sessions and ceasing as designated by the dismissal of said employee's students from their last instructional session.

The regular school day for elementary grades extends from 8:00 a.m., until 3:03 p.m., with a lunch period as designated in Article XI, Section 5,A. The regular school day for middle school extends from 8:05 a.m., until 3:03 p.m., with a lunch period as designated in Article XI, Section 5,B. The regular school day for high school extends from 8:05 a.m., until 2:58 p.m., with a lunch period as designated in Article XI, Section 5,B.

- B. The *regular duty day* for certified employees of elementary schools is twenty-five (25) minutes before their first instructional or preparation schedule until thirty (30) minutes after their last instructional or preparation period. The regular duty day for certified employees of the middle and high schools begins thirty (30) minutes before their first instructional or preparation period and extends thirty (30) minutes after their last instructional or preparation period.

On one (1) regularly scheduled day each two (2) weeks, a building administrator may schedule a staff meeting which extends outside the "regular duty day" as defined in the preceding paragraph. Such a meeting may begin as much as fifteen (15) minutes before the regular duty day if held before school in the morning, or may last as much as thirty (30) minutes after the regular duty day if held after school in the afternoon. It is provided, however, that staff conferences between the employees and their administrator shall be only when necessary and shall not prevail upon details which can expeditiously be announced or posted.

It is understood that unforeseeable circumstances involving students or staff members may occur which would require unscheduled staff meetings. Such meetings may extend beyond, but would adhere as closely as possible to the confines of the "regular duty day."

Also, the employee will be available for student and parent conferences for a reasonable duration beyond the regular duty day when necessary. The superintendent or principal shall have authority to permit employees divergence from the regular duty day.

When the school calendar calls for early dismissal of students for the purpose of staff in-service meetings, such meetings will not extend beyond the normal "regular duty day" unless mutually agreed upon before hand by the Association and the superintendent, acting on behalf of the Board.

- C. When the board or its designee makes a decision to shorten the school day due to inclement weather and where such day constitutes an instructional day under applicable state statutes, said day will also constitute a contracted day for certified employees.

SECTION 3 -- DUTIES

- A. The Board and Association recognize that a teacher's primary responsibility is to teach and that his/her energies should be utilized to this end. Therefore, the Board and administration will continue to implement feasible methods of limiting non-teaching duties. This area needs continuing study and investigation in an effort to reduce these non-academic functions. It is, therefore, understood that the Board and Association will bilaterally agree to implement ways to reduce these non-academic functions.
- B. The principal and employees within an attendance center shall bilaterally determine a system of indicating their presence in the building.

SECTION 4 -- PREPARATION TIME

- A. Senior high school teachers shall have a preparation period each day equal to one (1) instructional class period, during which they shall not be assigned to any other duties, except for emergencies or unusual scheduling. The senior high building principal may schedule up to forty-five (45) minutes per week of the teacher's planning time for meetings, staff development, and/or other activities related to the school's improvement plan.
- B. Middle school teachers shall have one (1) individual preparation period and one (1) team preparation period each day, each of which will be equal to an instructional class period, during which they will not be assigned to any other duties, except for emergencies or unusual scheduling.
- C. Teachers of elementary students (grades 1-6) will have forty (40) minutes of uninterrupted preparation time daily; teachers of kindergarten students will have two (2) daily uninterrupted preparation times of twenty (20) minutes (one in the morning and one in the afternoon). Exceptions to the aforesaid would be emergencies or unusual scheduling.
- D. All teachers with assignments in more than one (1) school building will be allotted fifteen (15) minutes of travel time between buildings in addition to preparation time.
- E. Each part-time teacher will have a prorated preparation time.

SECTION 5 -- DUTY-FREE LUNCH PERIODS

- A. Elementary employees will have an uninterrupted, duty-free period of at least forty (40) minutes for lunch, except when emergencies or special events make it necessary to alter the schedule.
- B. Secondary employees will have an uninterrupted, duty-free period of at least twenty-six (26) minutes for lunch; the employee is not, however, relieved of duties imposed by Article VII, Section 5A during this time.
- C. Any employee willing to accept supervisory duty during that employee's lunch period will be compensated for a minimum of one (1) hour at the same hourly rate as extra duty pay.

SECTION 6 -- CONFERENCES AND OPEN HOUSES

- A. Parent conferences, staff, group and individual conferences should not interfere with the employee's instructional functions, except under unusual circumstances. The administration will attempt to schedule the necessary conferences outside the student instruction time; however, it is recognized that situations arise when exceptions will need to be made.

- B. Any open house or building-wide evening parent-teacher conference will be considered as one-half of a contracted day and shall not be scheduled to exceed three (3) hours.
- C. In the event a teacher is charged one-half day of leave for being absent for parent-teacher conferences, the teacher may make up the absence, subject to prior approval of the administration, and have the leave reinstated or dock pay restored.

ARTICLE XII -- EMPLOYMENT STANDARDS

SECTION 1 -- CERTIFICATION AND QUALIFICATIONS

- A. Only fully certified and qualified employees will be contracted for positions of professional employment, with the exception of persons employed under the provisions of K.S.H.S.A.A. Rule #10.
- B. The Board and Association agree to continue the high standards of qualifications for the school district's professional staff.

SECTION 2 -- STAFF DEVELOPMENT

- A. Beginning with the 1998-1999 school year, certified staff new to the district will, as a condition of employment, be required to complete the USD 428 Instructional Model staff development component offered by the district. Completion of the Instructional Model course is expected within the first two (2) school years after district employment. Certified staff new to the district will be exempt from this requirement if they can show evidence of successful completion of a comparable program approved by the GB-NEA president or designee, the appropriate principal, and the Director of Curriculum and Instruction.

Some certified special education staff may be exempted from the Instructional Model staff development requirement, upon recommendation of the Director of Special Education and approval of the Director of Curriculum and Instruction and the GB-NEA president or designee.

- B. As feasible, instructional time would be scheduled during the summer schedule inservice days and during the regular school year during the regular duty day. For instructional time other than the aforesaid times, the class participants would be compensated in accordance with the dollar amount of the *Certified Employees' Agreement* Supplemental Salary Schedule: *Authorized Committee Work Outside the Contract Day (Hourly)* or be awarded comparable inservice credit points upon successful completion of the class.
- C. Inservice / course requirements for entry into the career track (columns 9a, 10a, and 11a) on the district's Salary Schedule. (See Exhibit A.)

<u>Column 9a</u> (any two)	<u>Column 10a</u> (any four)	<u>Column 11a</u> (all)
ESOL (3-hour course Methods & Materials)	ESOL (3-hour course Methods & Materials)	ESOL (3-hour course Methods & Materials)
Instructional Model	Instructional Model	Instructional Model
Mastery Learning	Mastery Learning	Cooperative Learning
Cooperative Learning	Cooperative Learning	Positive Classroom Management
Positive Classroom Management	Positive Classroom Management	Positive Classroom Discipline
Positive Classroom Discipline	Positive Classroom Discipline	Technology Literacy
Technology Literacy	Technology Literacy	
TESA*	TESA*	

Nonteaching certified employees (librarians, guidance counselors, nurses, and other specialists) can substitute inservice / course work that would be more suitable for their professional growth than the above-

listed requirements, contingent upon the approval of the Superintendent of Schools and the GB-NEA president or designee.

*Effective with the 2008-2009 year, TESA is no longer taught in USD 428. TESA is a valid class for persons with documentation of successful completion of the course.

ARTICLE XIII -- EMPLOYEE EVALUATION AND PERSONNEL FILES

SECTION 1 -- EMPLOYEE EVALUATION AND SUPERVISION

A. Evaluation Philosophy and Objectives

The evaluation of teachers is essential to the underlying goal of improving the instructional opportunities that exist for each student in USD 428. Evaluation is a cooperative and continuing process which will enhance teaching skills and professional growth (formative) and will be a tool for decision making about teacher performance regarding professional assignment (summative). Growth will ultimately provide improvement in instruction for the student and the school system.

The specific objectives of the evaluation procedure will include the following:

- A1. To improve the instruction received by all students in the USD 428 schools.
- A2. To establish standards and expectations for district teacher performance and responsibilities.
- A3. To enable teachers and administrators to identify clearly the areas of strengths and weaknesses in a teacher's performance and to establish plans for both parties to follow up on performance achievement.
- A4. To provide a basis for teachers' career planning and professional development.
- A5. To supply information that will lead to the modification of assignments, such as placements in other positions, promotions, and terminations.
- A6. To meet the requirements of Kansas statutes and regulations.

B. Evaluation Procedures

Evaluations shall be made in writing of every certified employee in accordance with the minimum requirements of K.S.A. 72-9001 *et. seq.* Evaluations beyond those required by law may be requested by the evaluating administrator or the teacher.

- B1. The building principal or evaluating administrator shall discuss teacher evaluation objectives and procedures with the staff at the beginning of the school year. All teachers shall be informed at the beginning of the school year of approximate dates and frequency of evaluations during the school year.
- B2. Teacher and evaluation administrator conferences shall be arranged according to the following schedules.
 - B2a. Every employee shall be evaluated at least two (2) times per year in the first two (2) consecutive years of employment.
 - B2b. Every employee shall be evaluated at least one (1) time per year during the third and fourth year of employment.
 - B2c. Every employee shall have a summative (formal) evaluation at least once every three (3) years after completion of the fourth year of employment.

- B2d. Each building principal or evaluator may at his/her discretion alter the three-year cycle for an employee if earlier evaluation is deemed necessary. The employee will be notified in writing when the evaluation cycle is to be modified. The notification will state the reason for the proposed change.
- B3. The evaluating administrator shall use the formally adopted USD 428 Observation ~~Memorandum~~ Form and the Certified Staff Evaluation Form for information directly related to summative evaluation topics. This does not preclude the use of complimentary or congratulatory notes.
- B4. Each evaluation shall be based upon a minimum of two (2) formal classroom observations of no less than thirty (30) minutes each prior to February 15.
 - B4a. Administrators are encouraged to conduct a conference prior to one (1) observation. The district Pre-Observation Form may be requested from the teacher for use at the conference.
 - B4b. A post-observation conference shall be conducted within six (6) working days following any observation. Either party may request additional observations beyond the minimum and/or request an observation by a different administrator. The evaluating administrator shall secure the teacher's signature. The teacher shall receive a copy of the observation report signed by the evaluating administrator.
 - B4c. In the case of multiple building assignments, the respective administrators shall mutually agree to shared responsibility in conducting classroom observations, in providing feedback, and in writing the required evaluation. This provision is intended to avoid duplication of effort and to avoid excessive observations for both the teacher and each respective administrator.
- B5. The Self-Reflection Form will be provided to the teacher at the beginning of the evaluation cycle. This document is intended to be a collaborative effort between the teacher and the administrator.
- B6. The Certified Staff Evaluation Form shall be completed based on documentation taken from the district-adopted Observation Form prepared by the evaluating administrator prior to the evaluation conference. The evaluation report must be signed by the evaluating administrator and the teacher acknowledging that a conference has been held and that the evaluation report has been discussed with the teacher. The teacher may respond in writing within ten (10) working days, and the response shall then be attached to the summative evaluation report.
- B7. Copies of the Certified Staff Evaluation Form shall be made for the evaluating administrator and the teacher. The file copy shall be signed by the teacher and by the evaluating administrator.
- B8. If a Plan of Assistance is deemed appropriate, the plan shall be implemented in accordance with guidelines prescribed in the Plan of Assistance procedures attached to this document as Appendix II,b.
- B9. Evaluation and observation forms are attached as Appendix II. (Note: The Appendix entries will be available when copyright permission has been officially received.)
- C. The Teacher Evaluation Committee will remain active through 2013-2014 for the purpose of providing an annual review.

SECTION 2 -- PERSONNEL FILES

- A. Personnel records are confidential and are carefully guarded in the interest of the individual employee. Although they are primarily for administrative and supervisory use, they are accessible, with the exceptions noted below, to the individual employee concerned.
- B. It is the employee's responsibility to furnish up-to-date information required by the Board and the State Department of Education. Example: complete transcripts, years-of-service record, oath of affirmation, health certificate, etc.
- C. Material received which is of a derogatory nature concerning an employee shall not be placed in an employee's file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material. The employee shall have the right to answer any material filed, and his/her answer shall be reviewed by the superintendent and attached to the file copy. Anonymous material will not be included in the file.
- D. All confidential references and information originating outside the school district and information obtained within the school district prior to employment and confidential letters of recommendation given after employment will be returned to the sender or destroyed.
- E. Records pertaining to grievance procedures shall not be kept in the employee's file.
- F. Personnel files shall be interpreted to include those that may be kept at individual buildings as well as at the administrative office.

SECTION 3 -- COMPLAINTS

Any written complaints regarding a certified employee made to an administrator shall be promptly called to the employee's attention. The employee shall receive a copy of any complaint. The employee shall have an opportunity to provide an answer to the complaint. If the complainant agrees, a meeting between the teacher, administrator, and the complainant will be held.

The retention in the employee's file of complaints concerning alleged acts by an employee may be the subject of a grievance.

Anonymous complaints or materials or unwritten complaints will not be used as a basis for evaluation of the employee.

Any complaints will remain confidential among the employee, the complainant, and the administration / school board.

ARTICLE XIV -- ASSIGNMENT AND TRANSFER

SECTION 1 -- EMPLOYEE ASSIGNMENT

- A. The Association concurs that the employee's assignment is within the jurisdiction of the Board; however, when the employees are executing a contract with the Board, there are certain implied expectancies in said assignment. Therefore, the parties agree to the provisions established herein.
- B. The employee's assignment shall be compatible with guidelines established in *ARTICLE XI, PROFESSIONAL DAY*.

- C. No assignment will be made in violation of minimal standards established by the State Board of Education for the Board.
- D. In order to ensure that students are taught by teachers within their areas of pedagogical interest and competence, employees shall not be assigned, except temporarily and as necessary, to subjects or grades or other classes outside the scope of their teaching qualifications.
- E. Employees shall be notified in writing of their tentative assignment as soon as the master schedule is prepared. Every attempt will be made to have the tentative assignment completed by July 1. In addition, employees will be given a minimum notice of five (5) days of any changes in their tentative assignment for the ensuing year. Assignments as used herein may include academic field, level, or building, and do not include hourly schedule.
- F. An employee may express preference for building assignments, grade level, subject, hourly schedule, and specific classes by so stating such preference in writing and submitting same to the superintendent.
- G. In determination of initial assignments or of in-building assignments, the preference and convenience of the individual employee will be considered, in addition to such factors as training, experience, special qualifications, and interest.
- H. If the employee's request of assignment is denied, the employee may request an explanation from the superintendent. If the request is in writing, the explanation shall be in writing. If the employee is not satisfied with the explanation, said denial shall be subject to the grievance procedure.
- I. A separate contract shall be made for special assignments not included under the basic teaching contract. Said agreement shall specify said duties and compensation. Such contracts are subject to negotiation under this Agreement but are not to be construed as subject to the continuing contract law.

SECTION 2 -- EMPLOYEE TRANSFER

- A. *Transfer* shall mean any employee assignment changed from one academic field, level, or building to another subsequent to said employee's initial assignment.
- B. The Board may initiate the transfer of any employee only when necessary or advisable for the quality of the educational program. The aspects of desirability from the employee's standpoint will be given consideration. When conditions indicate a transfer is necessary or advisable, the involved employee will be apprised of the circumstances as soon as possible and consulted -- whenever available -- about said transfer. The employee will be given a written explanation of the action upon request. If an employee requests transfer and the request is denied, the employee, upon request, will be given a written explanation why the transfer is not advisable.
- C. Quite apart from any deficiency on the part of the staff member, termination may also result from basic changes in the educational offerings of the school system, structural reorganization of the system or a decline in the enrollment that would make termination reasonable. In such a situation, or in the closing of an attendance center, an effort will be made to reassign or transfer the employee to another position in the system before termination shall be considered.
- D. A full-time teacher shall not be reduced in base salary due to change in assignment initiated by the Board of Education unless the change results in a reduction of the teacher's regular duty day.

ARTICLE XV -- VACANCIES AND PROMOTIONS

SECTION 1 -- VACANCIES

Once a letter of resignation has been submitted to the Superintendent of Schools, notice of such vacancy will be posted on the district's Internet website. A hard copy will also be sent to each building for posting. In addition, notification of any vacancy will be electronically sent to all teachers who have an official written request for transfer on file with the Superintendent of Schools.

Vacancies shall not be filled until five (5) calendar days after such vacancy has been posted as previously indicated. However, vacancies occurring after August 1 but prior to the first date that all certified staff members report for the first scheduled professional staff development day are exempt from posting and notification of staff unless an employee has requested in writing from the Superintendent of Schools such notification.

SECTION 2 -- PROMOTIONS

Employees are encouraged to request changes in their assignments which they feel mean for them promotion within their profession. While it is understood that all applicants for a position must be considered according to their qualifications, service within the system will be considered as one of the criteria in selection.

ARTICLE XVI -- SUBSTITUTE ASSIGNMENT AND POLICY

SECTION 1 -- GENERAL

- A. When an employee must be absent from his/her instructional duties, every reasonable effort shall be made to fill the vacancy with a qualified substitute.
- B. Employees, having instructional and preparational responsibilities of their own, will not be assigned to substitute for other employees who may be absent, except in emergencies.

SECTION 2 -- QUALIFICATIONS

- A. Qualifications shall be generally construed to be those same criteria as necessary for state certification.
- B. Substitute lists published for building administrators shall indicate which substitutes are currently certified, the certification level, area of preparation and preferences, i.e., elementary, secondary, foreign language, music, speech, etc.

ARTICLE XVII -- STUDENT TEACHERS

SECTION 1 -- ASSIGNMENT TO COOPERATING TEACHERS

A student teacher assignment shall not be made to any employee without said employee's prior knowledge and consent.

SECTION 2 -- TEACHER RESPONSIBILITY

- A. Cooperating teachers should be selected on the basis of their willingness and ability to devote the necessary time and effort to the professional opportunity of inducting a new teacher into the profession. The teacher

so selected shall be expected to spend some time outside the classroom teaching situation in conference with the student and evaluating his/her work. Funds provided by the training institution will be allocated to the cooperating teacher. When the student teacher has been assigned by the cooperating teacher to teach the class, the cooperating teacher, being responsible for the classroom, instructional quality, and student welfare, will remain available to the student teacher and the students.

- B. The service of the student teacher shall not be imposed upon for duties which exist under supplementary contracts or differ from the student teacher's instructional assignment.

ARTICLE XVIII -- PARAPROFESSIONALS

- A. The use of paraprofessional personnel is encouraged, provided the same is for the purpose of supervision of pupils in noninstructional activities and in performing clerical duties in accordance with K.S.A. 72-1106. Paraprofessionals employed in Special Education shall meet the criteria established by law.
- B. When paraprofessional personnel are assigned to a teacher, it will be after consultation with the teacher.
- C. Requests for paraprofessional personnel may be made by the teacher to the principal in writing setting forth the reasons for the need and an estimate of the amount of time needed daily.

ARTICLE XIX -- NON-PROFESSIONAL SERVICES

SECTION 1 -- RESPONSIBILITY

Because the primary responsibility of certified employees is for instruction, the Board will continually strive to reduce noninstructional services performed by certified employees through the employment of noncertified personnel and/or the expansion of supportive services to those employees having the roles of responsibility for instruction.

SECTION 2 -- TRANSPORTATION OF STUDENTS

Certified employees shall not be required to transport students except where such transportation is a normal responsibility of a particular position and/or a condition of employment under a supplemental contract or in emergencies. However, an instructor may do same voluntarily with the advance approval of his/her building principal.

ARTICLE XX -- LEAVE POLICIES

SECTION 1 -- CHARGEABLE LEAVE

- A. Leave
 - A1. Subject to the limitations herein, an employee will be paid full salary for days absent due to personal leave, personal illness or quarantine of the employee or a member of his/her immediate family. The term *immediate family* includes spouse, children, grandchildren, step children, foster children, siblings, parents, parents of spouse, and grandparents.
 - A2. An employee shall be entitled to six (6) days' loss of time each year for personal or immediate family illness as defined in Section A,1 and six (6) days' loss time each year for personal leave. Any leave longer than three (3) consecutive days must have prior approval by building and district

administration or documentation of illness, as defined above. Teachers may utilize a maximum of one (1) day of personal leave during the first two weeks of the school year and one (1) day of personal leave in the last two weeks of the school year.

- A3. At the end of each year, teachers may sell any unused days of their twelve (12) days at the rate of \$50.00. Notification of their intent to sell the unused days must be at the District Education Center on or before May 1, and payment will be included in the last regular pay check received by the teacher. Current-year days cannot be sold if the teacher has outstanding borrowed sick leave days. Unused days which are not sold annually, as described herein, become accumulated sick leave to a maximum of ninety (90) days of accumulated sick leave.
- A4. Employees utilizing leave greater than one-half (1/2) day will be charged for a full day of leave. Employees utilizing leave less than one-half (1/2) day will be charged for one-half day of leave. One-half day is defined as *one-half of the regular duty day*, as defined in Article XI, Section 2B.
- A5. An employee shall be permitted to accumulate time benefits to ninety (90) days. Accumulated leave time shall be available to the employee for his/her personal illness as well as his/her family as defined by the Family Medical Leave Act (Appendix VIII). The superintendent, at his/her discretion, may require a physicians' certificate as verification of illness. Employees working more than nine (9) months shall have one (1) additional day per year per additional month employed with a maximum accumulation of ninety (90) days of sick leave. At the end of the 2006-2007 year, teachers having more than ninety (90) accumulated sick leave days will be allowed to maintain the number of days for use according to Article XX, Section 1 as well as Article XXI, Section 13, but will not be able to add to accumulated sick leave until a time when the number of accumulated days would drop to fewer than ninety (90).
- A6. An employee who is hospitalized or under doctor care shall be entitled to additional days of sick leave not to exceed the twenty (20) days and used at the time of hospitalization or being placed under doctor care, provided the additional days so borrowed shall be charged against the sick leave days subsequently earned thereafter by the employee as provided herein; and no additional days shall be accumulated until the total number of days advanced has been earned and repaid. Notice of intent to use additional days of sick leave must be submitted to the Superintendent of Schools as soon as practical. If the employee has not repaid all the borrowed leave, only six (6) days' leave shall be credited at the beginning of each year until an employee has repaid all the borrowed leave. Employees owing borrowed leave will not be allowed "lump sum payment" unless the employee is willing to allow the Board to withdraw from the "lump sum payment" the amount equal to the days still owed. If the employee owes borrowed leave time when he/she terminates his/her services with the Board, such days shall be deducted from his/her last salary payment to be computed at the current salary rate.
- A7. Certified employees will be compensated for unused leave upon retirement from the district when in compliance with the retirement eligibility established by the Kansas Public Employees Retirement System. Compensation will be at the rate of \$25.00 for each day of unused leave.
- A8. A request for leave other than for illness, funeral leave, or bereavement requires that notification be made in writing to the building principal not less than five (5) days prior to the day of leave. The number of certified employees allowed to take such leave on any one (1) day shall not exceed five percent (5%) of the staff of that learning center or the next number rounded up, subject to the approval of the learning center principal and superintendent and to the availability of substitute teachers on the district's approved substitute list. Special Education instructors are considered as learning center staff if they are assigned to the building fifty percent (50%) or more of the teaching day. Special and supervisory teachers will be considered as constituting one category, with the before-outlined provisions applying.

B. Maternity Leave

- B1. Family and Medical Leave Act. Maternity leave will be granted under the district's Family and Medical Leave Act policy. See Appendix VIII.
- B2. Extended Maternity Leave. Certified employees shall, if they so desire, be granted maternity leave of up to two (2) years without pay or increment with the two (2) years defined as the current school year plus the next school year. Notice of the intent to use maternity leave must be made in writing before the return to work of the employee and must be an uninterrupted continuation of the original leave utilized for maternity reasons. Upon the teacher's return from long-term maternity leave, a job is guaranteed for any vacancy for which the teacher is licensed. If no such vacancy exists, the teacher will be assigned as a contracted substitute teacher.

An employee on a maternity / parental leave must give written notice to the superintendent by March 15 of the year the leave expires of the employee's intention to return. Failure to furnish such written notice will be considered a notice of resignation. Employees may request earlier termination of leave and be returned to a position for which said employee is qualified if such a position is available. If, at the time maternity / parental leave is commenced, the employee will advise the superintendent of an approximate date of said employee's desire to return, it will assist in planning.

C. Political Leave

- C1. Citizenship Rights and Responsibilities
The Board of Education recognizes the right of members of the professional and classified staff to participate in political governmental affairs in a manner afforded any other citizen, including the right to vote; the right to campaign for candidates for election to public office; the right to be an active member of a political party of his choice; and the right to seek, campaign for, and serve in public offices.
- C2. Notification to the Board for Candidacy
Prior to filing for any elective political office the employee shall notify the Board of such intention; and where election to such office will require a leave of absence, the employee shall arrange for leave in accordance with Article XX, Section 4. Where, in the judgment of the superintendent and Board, staffing requirements make the granting of the leave a hardship, authorization for the leave may be denied the employee.
- C3. Outside of Classroom and School Hours
Political activities of any employee seeking or holding office shall be conducted outside the classroom and school premises. An employee shall refrain from exploiting the privilege of his/her position. Neither shall a classroom teacher or administrator exploit pupils in any way for political purposes for himself/herself or for any party or candidate.
- C4. Leave of Absence
A member of the professional staff shall be granted, upon recommendation of the Superintendent of Schools and approval by the Board of Education, a leave of absence with loss of pay for an agreed upon period for the purpose of campaigning for or serving in public office. Employment status shall not be broken because of extra leave for political activity. At the employee's option, arrangements may be made to permit the employee to continue group insurance and other benefits if applicable accorded to the employee for any other leave of absence granted by the Board of Education. Absence from work for campaigning purposes or holding office shall not be assigned to sick leave.
- C5. Use of School Facilities
Employees engaged in political activities shall not use the school or any of its facilities for the purpose of seeking or holding public office. Employees who are seeking or holding public office shall refrain from seeking advice, counsel, and assistance from other employees during working hours.

C6. Board, State, and Federal Regulations

All employees shall abide by all local, state, and federal laws and regulations relating to the subject of employee political activity.

D. Bereavement Leave

D1. An employee may be granted leave to grieve or to take care of personal business following the death of a member of the immediate family, as defined in A1 above. The leave granted will be charged against the employee's personal leave or accumulated sick leave, at the employee's discretion. If the employee does not have accumulated leave or uses all accumulated leave, he/she may exercise the option to borrow leave days, according to provisions in A6 above.

SECTION 2 -- NONCHARGEABLE LEAVE

A. Academic Leaves

A1. Visitations

An employee may, at the discretion of the superintendent, be granted temporary leave to make observation visitations in other school districts. These shall normally consist of one (1) day in length but may be longer where the superintendent deems it advisable.

A2. Curriculum and Instructional Improvement

An employee may be granted temporary leave to participate in the development or evaluation of a school curriculum or instruction project: e.g., committee work, North Central Association Evaluation, etc.

A3. Pedagogical Conferences

An employee may be granted temporary leave to attend national, regional, state, and local pedagogical meetings and conferences. All reasonable expenses incurred, i.e., travel, lodging, meals, tips, fees, etc., will be paid by the Board through reimbursement to said employee.

A3a. Anyone making application for attendance to such meeting sponsored by an association must be an active member of the sponsoring association.

A3b. Application must be made in writing, and state the time, place, and purpose of the meeting. The application shall also contain an itemized list of the estimated expenses, including transportation and the number of days that a substitute will have to be provided.

A3c. Applications for national and regional meetings to be held outside the state of Kansas during the next school year must be submitted to the building principal by May 1 prior to the scheduled meeting. Whenever possible, application for attendance at meetings of short duration to be held within the state during the next school year should also be submitted to the building principal by May 1. However, a certified employee may make application for an in-state meeting of short duration thirty (30) days prior to a scheduled meeting, and attendance at the same may be allowed at the discretion of the appropriate curriculum committee and with the approval of the superintendent.

B. Citizenship Leaves

B1. Draft Physical

Any employee will be granted temporary leave upon being ordered to report for a draft physical.

B2. Jury Duty

An employee will be granted temporary leave, with pay, to appear in court for jury duty or as a representative of the district if the summons for jury duty or as a representative of the district is

issued by the Clerk of the Court. The amount paid for jury duty, up to a maximum of the substitute salary each day, will be tendered to the Board of Education to assist in defraying the Board's expenses of providing a substitute teacher.

C. Professional Leave

Certified employees who are active members of the United Teaching Profession, i.e., NEA, K-NEA, GB-NEA, may be granted temporary leave to pursue professional-related activities such as attendance at a local, state, or national meeting of professional educators. Applications for such leave must be submitted when possible to the superintendent one (1) week prior to the scheduled meeting. The application must be in writing and state the time, place, and purpose of the meeting and must be acknowledged in writing by the building principal. Upon receipt of the application, the superintendent shall grant the request provided an adequate substitute can be obtained. After the accumulation of more than thirty-two (32) days' professional leave in any one year, the Association will reimburse the Board for substitute pay. Permission by any one (1) individual for professional leave for more than ten (10) days (not necessarily consecutive) in any one (1) year is granted only by the Board of Education upon the recommendation of the superintendent.

D. Funeral Leave

A certified employee may be granted the time necessary, not to exceed two (2) days, to attend the funeral of a member of the immediate family, provided agreement and authorization are secured from the superintendent and the principal involved. For brief absences for local funerals, teachers may, with their principal's approval, secure in-building coverage at no cost to the teacher or the district.

SECTION 3 -- OTHER TEMPORARY LEAVES

The Board may grant an employee an extended leave for such other reasons or purposes not expressly set forth in this Agreement. Such leaves shall be upon recommendation of the superintendent and shall be chargeable or non-chargeable as the Board shall determine.

SECTION 4 -- RECORD OF LEAVE

Each certified employee will be provided with a standard form each month of the contracted period detailing the number of leave days that have been used during the current school year and the number remaining in each of the various categories above.

ARTICLE XXI -- PROFESSIONAL COMPENSATION

SECTION 1 -- COMPENSATION

A. SALARY SCHEDULE AND COMPENSATION FOR 2011-2012 CONTRACT YEAR. Salaries for all full-time certified employees of USD 428 for the 2011-2012 school year shall be established on the following basis.

- A1. The salary schedule, a copy of which is attached hereto and marked Exhibit A, is adopted and shall be the salary schedule for the 2011-2012 school year.
- A2. The base salary [BS Column, Step 3 (entry step)] for the 2011-2012 school year shall be \$33,750.00.
- A3. No certified employee may move down an experience step (vertically) on the 2011-2012 salary schedule unless he or she is located in a column where a numbered experience step is shown on the schedule.
- A4. No certified employee shall advance more than one (1) column during the contract year, except that a certified employee may move from the BS Column to the MS Column if a Master's Degree has been

obtained by virtue of the additional hours earned, or from a MS Column to the Educ. Spec. / Doctorate Column, if an Education Specialist's Degree or a Doctorate has been obtained by virtue of the additional hours earned.

- A5. No column movement will be allowed beyond BS+24 Column unless the certified employee holds a Master's Degree; however, certified employees who do not hold a Master's Degree but who by virtue of credit hours previously earned have been placed in a column beyond BS+24 will retain their column placement on the 2005-2006 salary schedule and, with the required hours / inservice credits, will be eligible to advance as far as Column 8 on the schedule. Any certified employee who was under contract with the district for the 1995-1996 school year and who is not on the salary schedule (Exhibit A) will receive a compensation increase subject to the increase of the base salary.

In addition, any certified employee who was under contract during the 1995-1996 school year who is located in Columns 1 - 11 and who by virtue of degrees earned and/or years of experience is frozen on the last listed step or beyond will receive, in addition to the base salary increase, a "grandfather supplement" of the following: BS Degree in Columns 1-4, \$100.00; BS Degree in Columns 5-11, \$150.00. In addition to the base salary increase, MS degree teachers on the last listed step will receive a "grandfather supplement" of \$200.00 and those in the gray area (frozen) of the salary schedule will receive a "grandfather supplement" of \$400.00. On the supplemental contract, all grandfather supplements previous to the current year will be listed on Line 1. The grandfather supplement for the current school year will be listed on Line 2.

In addition, any certified employee under contract in the 2002-2003 school year who was placed in Columns 5-8 holding a Bachelor's Degree will be allowed movement into the Career Track Schedule without holding a Master's Degree.

In all other parts of this agreement, the foregoing "grandfather supplements" shall be considered a part of each teacher's "teaching salary."

- A6. All certified employees who hold Master's Degrees and were under contract with the district during the 1995-1996 school year, but because of years of experience are not on the 2010-2011 salary schedule (Exhibit A), will be eligible to advance in column by meeting the requirements set forth in Article XXI, Section 6 (Horizontal Movement).

- A7. All certified employees who hold Bachelor's Degrees and are off the current salary schedule or located in Columns 1 - 10, will receive a one-time payment of \$3,000.00 upon completion of an approved Master's Degree. Beginning with the 2013-2014 year, the one-time payment will be \$2,000. The teacher has the option of receiving total compensation in the first check or prorating the amount over twelve (12) months. In addition, upon completion of the Master's Degree, the following will apply.

- The certified employees under contract during the 1995-1996 school year who are:

- currently located off the schedule in Columns 1, 2, 3, or 4 will be placed in Column 5 (MS) and will receive a salary increase equivalent to one column move (\$600.00).

- currently located on the schedule in Columns 1, 2, 3, or 4 will be placed in Column 5 (MS) and will receive amounts shown on the appropriate steps of the schedule.

- Any employee currently located in Columns 5 - 10 also advances one (1) column and will be placed at the appropriate step.

- A8. Any certified employee who achieves National Board Certification will, during the year following attainment of such certification, receive a payment of \$1,000.00. In addition to this, any money paid to the district by the State of Kansas for National Board Certified teachers will be distributed

to said teachers. The teacher has the option of receiving total compensation in the first check or prorating the amount over twelve (12) months.

The following addenda are applicable to Section 1, Item *A* above.

ADDENDUM A: Initial acceptance of the salary schedule proposal depends on the ability of the Board of Education to raise the budget and have it accepted. The salary schedule contains an escape clause in the event that:

- budget authority is not sufficient to fund the salary schedule.
- an enrollment decline is sufficient to impact funding of the salary schedule.
- there is reduction in state aid during the fiscal year.

ADDENDUM B: Normal increments may be withheld if service of the certified employee is deemed unsatisfactory. A withheld increment within the same contract year may be reinstated when performance is deemed satisfactory.

ADDENDUM C: Certified employees will conform to professional development growth requirements to be eligible for advancement on the salary schedule.

SECTION 2 -- WORKERS' COMPENSATION

All school employees shall be under the workers' compensation program under the regulations of the State of Kansas. This will include extended medical benefits.

SECTION 3 -- REGULAR TEACHER AS SUBSTITUTE

No regularly assigned teacher will be used as a temporary substitute without the teacher's consent. When, at the request of the administration, a regularly assigned secondary teacher accepts such assignment, compensation will be paid at the rate of one-fifth (1/5) the established substitute's pay for forty-five (45) minutes of accumulated time.

When a regularly assigned elementary teacher shall be required to use designated planning time to substitute due to the absence of a specialist, the teacher will be compensated at the rate of one-fifth (1/5) the established substitute's pay per forty-five (45) minutes of accumulated time.

SECTION 4 -- TRANSPORTATION TRAVEL ALLOWANCE

All employees shall be reimbursed at the State of Kansas mileage rate, as of July 1 each fiscal year, for authorized travel when using one's own vehicle inside or outside the school district when such travel is in conjunction with their assignments.

Mileage reimbursement will be paid to employees on a monthly basis upon presentation of signed vouchers and supporting evidence.

SECTION 5 -- THE SUPPLEMENTAL SALARY SCHEDULE

A. The supplemental index multiplying factor will be increased each year at the same percentage rate as the base percentage compensation increase received by a teacher on Step 1 (3), Column 01, of the salary schedule. All amounts on the supplemental salary schedule will be raised by that percentage rate. The schedule of compensation is attached to this agreement as Exhibit *B*.

- B. There shall be a committee to review compensation adjustment requests and to recommend adjustment changes to the Board of Education. Requests from the review committee to the president of the Association or designee and the Superintendent of Schools shall be in writing, with majority and minority (if appropriate) report(s) attached.

Committee members will be jointly appointed by the president of GB-NEA or designee and the Superintendent of Schools. The methodology utilized will be the responsibility of the aforesaid two parties. The chairperson will be the District Activities Director.

Committee members will serve a three (3) year term on the Supplemental Compensation Committee. Beginning with the 2002-2003 school year, fourteen (14) members will be appointed (five to a one-year term; five to a two-year term; and four to a three-year term). Beginning with the 2003-2004 school year, the five "one-year committee members" will be appointed to a three (3) year term. Subsequent years will follow the same format.

The Supplemental Compensation Committee structure will be:

- District Activities Director
- Board of Education Member
- GB-NEA president or designee
- GB-NEA president or designee-Elect
- Building Administrator
- High School Teacher (nonactivities participant)
- Middle School Teacher (nonactivities participant)
- Elementary School Teacher (nonactivities participant)
- District Director of Instrumental Music
- District Director of Vocal Music
- Middle School Coach
- High School Coach
- Teacher from Activities Area
- Teacher from Academic Area
- Recorder (nonvoting)

- C. A person receiving supplemental compensation who feels the index should be changed for that position will submit a written request, for review, to the Superintendent of Schools. The request will be forwarded to the GB-NEA president or designee and District Activities Director. The District's Activities Director will develop a meeting agenda, date, location, topics, support materials, etc., which will be forwarded to the Supplemental Compensation Committee members. Minutes of all proceedings will be kept, with copies forwarded to all committee members, to the GB-NEA president or designee, and to the Superintendent of Schools. Recommendations from the review committee will be submitted to the Superintendent of Schools for presentation to the Board of Education for final approval or rejection.

SECTION 6 -- HORIZONTAL INCREMENT

To meet the requirements of a horizontal increment, the applicant must present evidence of the completion of a number of college semester hours equal to half or more of the number required for the increment plus any combination of college hours and/or in-service points (20 points = 1 hour) to meet the required number of hours for the desired increment. The college semester hours used for horizontal salary increment must be approved by the appropriate building principal and either the Director of Curriculum and Instruction or the Superintendent of Schools before the course is taken. Certified employees must notify the District Education Center by April 15 of their intent to move horizontally, and final applications for horizontal salary increments must be submitted to the District Education Center by August 1 to apply to the schedule for the current school year. The August verification may be by transcript or class schedule, with submission of the transcript by September 1.

In determining whether or not a course will be approved, the following factors will be considered: institution granting credit; graduate vs. undergraduate credit; how the subject matter of the course relates to the subject matter the employee is teaching; how the course offers improvement in teaching skills and procedures; how the course offers improvement in communication skills; how the course offers an understanding of growth and behavior of students; and how the course offers an understanding of the school in our society and the school's relationship to the community, parents, and students.

SECTION 7 -- FRINGE BENEFITS

In addition, the Board of Education will provide an insurance benefit, which will be reviewed annually, based on the following percentages: single: 95%; employee-plus: 50%; family: 50%.

SECTION 8 -- REIMBURSEMENT FOR PHYSICAL EXAM

Whenever the Board requires an employee to undergo a physical examination, the employee shall be entitled to reimbursement of expenses up to \$50.00. The Board shall reimburse the actual amount if the expenses are under \$50.00. The employee shall provide to the Board a receipt of actual expenses incurred.

SECTION 9 -- DIRECT DEPOSIT

Certified employees' compensation for the performance of contracted duties may be by direct deposit to a financial institution and to the account of the employee's choice. A facsimile of the deposited check will be furnished to the certified employee.

SECTION 10 A -- EARLY RETIREMENT

All stated terms of the USD 428 Early Retirement Plan are subject to the availability of funds to finance various components.

- A. Eligibility. The early retiree shall have ten (10) years of consecutive employment in USD 428 immediately preceding the year of early retirement and shall have accrued a minimum of eighty-five (85) KPERS points. Effective with the 2006-2007 year, the early retirement benefits will be phased out and will be substituted with an annuity program. Teachers employed before the 2006-2007 school year and who retire on or before the 2017-2018 school year may opt for the district's current enrollment benefits (health insurance benefit, Social Security bridge, and payment for accrued sick leave days) *or* the amount in that person's defined contribution fund. When the district's teachers no longer qualify to make the choice of the two options (on or before 2017-2018), the district's current early retirement language in the negotiated agreement will have no effect.
- B. Notification. To be eligible for early retirement under this section, written notice of intended retirement must be submitted to the superintendent on or before March 15 of the year of retirement. Notice of retirement received after that date will be treated as a notice of contract resignation. The Board of Education reserves the right to revoke any or all provisions of this article for potential early retirees who submit notice of intended retirement after March 15 of the year of retirement; provided, however, that if either the negotiation process or legislation alters the provisions of retirement after March 15, then the retirement notification date shall become the statutory teacher resignation date.

If a teacher exercising the early retirement option so requests, the Board and administration will attempt to keep this information confidential until the statutory teacher resignation date.

- C. Health Insurance. Upon early retirement, USD 428 will pay the eligible retiree [one who has been a participant of the district's health insurance plan for the immediate prior five (5) plan years] a health benefit, beginning October 1 of the year of retirement. Beginning with the retirees of 2006-2007, the district will not provide health insurance benefit to any retiree who obtains employment at any time subsequent to retirement through an employer who offers health insurance coverage. The intent is that the retiree will participate in the insurance plan of the subsequent employer. The following benefits are computed for persons born in 1937 or earlier. For persons born in 1938 and later, the benefits are based on sixty (60) months previous to full-benefit dates as established by the Social Security Administration. If the retiree is sixty (60) years of age or older as of October 1, he/she will receive a monthly payment equal to a single member premium. If the retiree is less than sixty (60) years of age as of October 1, he/she will receive a prorated amount based on the number

