

USD #459
NEGOTIATED AGREEMENT
2009-2010

ARTICLE 1: DEFINITIONS

- A. ADMINISTRATION – All persons employed by the Board in positions requiring an administrative certificate by regulation of the Kansas State Department of Education as stated in the current Certificate Handbook.
- B. ASSOCIATION – Bucklin Teacher’s Association, affiliated with Kansas National Education Association and the National Education Association.
- C. BOARD – The Board of Education of Unified School District No. 459, Ford County, Kansas.
- D. DAYS – Except when otherwise indicated, days shall mean working days.
- E. DISTRICT – Unified School District (USD) No. 459.
- F. EMPLOYEE AND TEACHER – Member of the bargaining unit.
- G. KNEA – Kansas National Education Association
- H. NEA – National Education Association
- I. SENIORITY – The period of professional service in the district.
- J. SUPERINTENDENT – Superintendent of schools of Unified School District No. 459, Ford County, Kansas.

ARTICLE 2: SALARY

2008-2009 Rebate

During the 2008-2009 school term, USD 459 received a one time health insurance rebate check and distributed this amount the 2008-2009 employees. This was a one time rebate from the SWPRSC Insurance Pool which has been dissolved.

Approved: December 19, 2008

Salary Schedule Placement

Credit will be given for full-time teaching experience in public or private schools in compliance with the provisions of the salary schedule. Teachers entering from another system will receive credit for their years of experience. In cases where the candidate has field experience in the respected educational discipline, but not teaching experience, the superintendent shall meet with BTA Bargaining Unit and Board Bargaining Unit to seek approval of advanced salary schedule placement for the candidate.

Certified employees will be placed on the salary schedule in accordance to their education and years of experience as allowed above. Contracts will reflect this placement. All official transcripts must be on file in the district office by September 1 to move on the salary schedule.

The following salary schedule has been ratified for the 2009-2010 school year with a base salary of \$32,178. The 2009-2010 salary schedule is approved as:

SALARY SCHEDULE

2009-2010

YEARS	BS	BS+15	BS+30	BS+40	MS	MS+15	MS+30
1	32178	32578	33028	33528	34128	34828	35528
2	32628	33028	33478	33978	34578	35278	35978
3	33078	33478	33928	34428	35028	35728	36428
4	33528	33928	34378	34878	35478	36178	36878
5	33978	34378	34828	35328	35928	36628	37328
6	34428	34828	35278	35778	36378	37078	37778
7	34878	35278	35728	36228	36828	37528	38228
8	35328	35728	36178	36678	37278	37978	38678
9	35778	36178	36628	37128	37728	38428	39128
10	36228	36628	37078	37578	38178	38878	39578
11	36678	37078	37528	38028	38628	39328	40028
12	37128	37528	37978	38478	39078	39778	40478
13	37578	37978	38428	38928	39528	40228	40928
14		38428	38878	39378	39978	40678	41378
15		38878	39328	39828	40428	41128	41828
16		39328	39778	40278	40878	41578	42278
17		39778	40228	40728	41328	42028	42728
18		40228	40678	41178	41778	42478	43178
19		40678	41128	41628	42228	42928	43628
20			41578	42078	42678	43378	44078
21			42028	42528	43128	43828	44528
22				42978	43578	44278	44978
23				43428	44028	44728	45428
24				43878	44478	45178	45878
25				44328	44928	45628	46328
26						46078	46778
27						46528	47228
28							47678
29							48128
30							48578
31							49028

Supplemental Salaries for Sponsorships

The following 2009-2010 Supplemental Salaries for the following assignments are approved for the 2009-2010 year. **A log will be kept by each sponsor / coach of the hours worked past 3:15 p.m. each school day and hours worked on weekends and school breaks. This log is to be submitted to the district office by June 15th of each school year.**

Supplemental Pay Schedule

Percent is applied to the base salary (Step 1, BS Column)

Activities Director	11%
Football Head Coach	10.50%
Volleyball Head Coach	10.50%
Cross Country Head Coach	10.50%
Basketball Head Coach	11%
Track Head Coach	10.50%
Baseball Head Coach	10.50%
Weight Training Coach	6%
Football Assistant Coach	7%
Volleyball Assistant Coach	7%
Basketball Assistant Coach	7.50%
Track Assistant Coach	7%
Baseball Assistant Coach	7%
High School Cheerleader Sponsor	6%
Instrumental Music	7%
High School Vocal Music	6%
High School Quiz Bowl Sponsor	6%
High School Assistant Quiz Bowl Sponsor	4.50%
Debate Coach	6%
Speech Sponsor	6%
Yearbook Sponsor	4%
SADD Sponsor	3.5%
Student Council Sponsor	4%
Serendipity	2.50%
FCA Sponsor	2%
JH Team Leader Sponsor	2%
Freshman Class Sponsor *	1%
Sophomore Class Sponsor *	3%

Junior Class Sponsor *	5%
Senior Class Sponsor *	2%
Junior High Head Coach per sport	7%
Junior High Assistant Coach per sport	4.50%
Junior High Cheerleaders Sponsor	4.50%
Junior High Quiz Bowl Sponsor	4.50%
Elementary Vocal Music	4.50%
Concessions (order / supervise)	\$1500 – FB/VB \$2000 -- BB
HS FB Gate – Per Night	\$30
HS & JH FB Score keeper - per game	\$20
HS & JH FB Stats – per game	\$20
JH FB Gate – Per Night	\$20
HS VB Gate – Per Night	\$50
HS VB Scorer/Timer/ Line Judges – Per Match	\$14
JH VB Scorer/Timer/ Line Judges – Per Match	\$10
HS BB Gate – Per Night	\$50
HS & JH BB Scorer – Per Game	\$20
JH BB Gate – Per Night	\$30
HS Baseball Score/Clock keeper (1 position) – per night	\$20
Lunch Duty (1-2)	2%

*** These will be paid per class sponsor. Hours worked will be kept in a log and submitted to the District Office. Adjustments will be made if necessary.**

Mentor Teachers:

Teachers who are selected by the administration to mentor a new instructor will be provided a \$1,000 stipend for working with a new instructor to the district and following the prescribed new teacher mentoring program. If a second year of mentoring is required, the mentoring teacher will receive a stipend of \$500.00. These amounts align with the state reimbursement. The final sign-off after the mentoring is completed will be required prior to receiving the stipend. The stipend will be paid in separate check with June payroll.

Additional Compensation:

Compensation for committee meetings that extend beyond the contract day will be paid at \$10 per hour for actual meeting time for the following committees only: PDC; SCHOOL IMPROVEMENT; TECHNOLOGY; AND SIT.

Compensation to substitute certified staff during planning period will be paid at \$10 per hour. The substituting teacher will be required to turn in a substitute voucher and the absent teacher will be required to turn in a staff absent report.

Pay Day

Each employee shall be paid in twelve (12) equal installments on the 15th day of each month. Checks shall be provided to teachers on regular school days.

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last working day prior to the holiday vacation or weekend. If payday falls on a bank holiday, pay checks will be delivered or posted for direct deposits the day before. If the bank holiday falls on Monday and pay day is on a Monday, the district will note that payday will be on the Friday before.

Any employee, upon written notice to the Board by April 1, shall receive his/her June, July and August checks by June 15 if all contracted obligations are completed by the teacher.

Summer checks, other than for summer school employees, shall be mailed to the address designated by the employee.

Professional Development

In-service points may be used for advancement on the salary schedule; however, in-service points may only be used for one-half of the needed hours or credit for column movement. Twenty in-service points equals one hour of college credit.

Payment for Credit Hours

Each certified employee will be reimbursed one-half tuition per credit hour earned after employment provided the following is met:

- Prior approval has been obtained from the Superintendent.
- The course is an upper level course or a graduate course.

- The course is not a Community College course (Exception: Reimbursement will be made for Community College computer classes when the teachers show how the class will benefit teaching and learning.)
- Payment for college hours will not be made if payment of workshop fees has been made.
- Reimbursement will not exceed \$80 per credit hour.

Licensing Test Reimbursement

The board will reimburse for all tests approved by the superintendent to allow a teacher to become licensed in other areas which will benefit USD 459.

Approved 1/20/2009

Travel Expense

Use of district vehicles will be confined to necessary school business. Expenses for travel incurred in the performance of official duties will be reimbursed upon receipt of all receipts. Reimbursement without a receipt will not be made.

Authorization for reimbursement of travel expenses shall be considered in advance. Mode of travel will be based on, but not limited to, the availability of transportation. All school personnel requesting reimbursement shall use school vehicles rather than their own when available.

Requests for reimbursement shall have the following attached: receipts for transportation, parking, hotels or motels, meals and other expenses for which receipts are ordinarily available. For authorized use of a personal car, staff members shall be reimbursed at the rate established by the Secretary of Administration for the State of Kansas.

ARTICLE 3: FRINGE BENEFITS

Eligibility:

All certified employees employed 75% of a day or more will receive full fringe benefits. Part-time certified employees employed up to 75% of a day will receive fringe benefits as outlined below.

Enrollment:

Enrollment for fringe benefits is done in conjunction with the enrollment under Section 125.

Disability Insurance/Salary Protection Insurance:

Disability/salary protection will be available for all employees. The employer will pay up to \$400 annually toward the insurance premium in accordance with the employee's salary. If the employee

chooses to purchase more insurance, the excess premium amount will be subject to salary reduction under Section 125 or salary deduction.

Approved: December 19, 2008

Insurance Package

If the certified employee wishes to participate in the group health plan and qualifies for the fringe benefit, the employer will pay \$400 toward the monthly health insurance premium and the excess premium amount will be subject to salary reduction under Section 125 or salary deduction. If the employee is covered with health insurance through another source, the employer will pay \$200 toward an alternative benefit package of insurance chosen by the employee. The insurance policies available through the Section 125 plan can be put together in any form with any amount above the benefit of \$400 or \$200 being taken out of the salary deduction or salary reduction plans.

Flex benefits (unreimbursed medical and dependent day care) are eligible for the \$200 benefit package only if proof of health insurance through another group is given. If the employee has individual coverage or no coverage, the benefits cannot be put toward the flex benefits.

Part Time Employees:

Part-time employees will be eligible to receive \$200 per month toward health insurance or the alternative insurance package.

SECTION 125 FLEXIBLE BENEFIT PLAN

All employees age 19 or older and work 17.5 hours or more per week are eligible to participate in Section 125 plans. This does not necessarily mean you are eligible for the fringe benefit plan.

Open enrollment in the plan is scheduled for August of each year. New employees must enroll within 30 days of employment to become eligible for plan participation. If an employee does not enroll during this period, it will be necessary for the employee to wait until the next open enrollment period prior to the next plan year to enroll in plan benefits.

Plans Available

Disability Insurance: For those covered under Section 125 but not covered under fringe benefits, the disability insurance may be purchased through the salary reduction plan.

Health Insurance: USD #459 works in cooperation with Blue Cross/Blue Shield of Kansas to obtain group medical insurance. The premiums can be partially paid by fringe if the participant is eligible with the difference being included in a salary deduction or salary reduction for eligible participants.

Term Life: KPERS members have life insurance coverage equal to 150% of the annual salary. In addition, \$50,000 term life through an optional policy offered through Met Life, TransAmerica, or Security Benefit may be taken. The premiums can be part of a salary deduction or a salary reduction for eligible participants.

Premiums of life insurance in excess of \$50,000 are taxable.

Cancer Insurance: There are two options for cancer coverage through American Fidelity and Security Benefit. The premiums can be a part of a fringe alternative package if the medical insurance is declined, a salary deduction or a salary reduction for eligible participants.

Heart and Stroke Insurance: This is offered through Security Benefit with several options within the policy. With individual choices, the premiums can be a part of a fringe alternative package if the medical insurance is declined, a salary deduction or a salary reduction for eligible participants.

Unreimbursed Medical: This is offered through American Fidelity. The premiums can be a salary reduction for eligible participants.

Dependent Care Expense Reimbursement: This is offered through American Fidelity. The premiums can be a salary reduction for eligible participants.

Prepaid Legal: This is an offered program that is not subject to Section 125. The premiums must be a salary deduction.

Retirees: Retirees of the school district shall be allowed to continue participation in the group health insurance provided the retired employee agrees to accept and abide by the operating policies and procedures of the health insurance carrier and assumes the responsibility for premium payment one month in advance.

Annuities: Annuities may be withheld from the employees' checks. Any changes in the annuity plan must be reported to the clerk by the 5th of the month the change is to take place. Changes may be made once per calendar year in addition to the open sign up in August. The approved annuity plans are with:

- American Fidelity – fixed
- American Fidelity – variable
- Manufacturer's Life
- Security Benefit
- Waddell Reed

KNEA Dues: KNEA dues may be taken as a salary deduction from the certified employee's checks.

ARTICLE 5: LEAVES

A. Sick Leave

Each full time certified employee at the start of the school year will be given 15 days sick leave accumulative to **70** days. During the time any teacher is on sick leave, his/her salary will continue uninterrupted. When the total sick leave for a teacher is used, the Board will allow individual teachers to donate one day of sick leave to a pool for the person in question. The Board will also add an additional five (5) days to the person's pool. The pool use is limited only to extenuating medical needs and as recommended by a physician and approved by the Board of Education. Any sick leave in the pool at the end of the school term will be terminated. If the person needs to use excessive sick leave to the point of running out of the pool, there will be 1/187 salary deducted for each day absent due to sickness to be spread over the portion of the twelve-month period remaining on a teacher's contract. A difference will be made where a contract for service extends beyond nine (9) months.

Part-time teachers employed up to 75% of a day will receive 15 half-days sick leave per year accumulative to **70** half days. Teachers employed 75% of a day or more will receive regular full-time sick leave. Previously accumulated sick leave will be retained at its full value.

A doctor's release will be required after 10 continuous days usage of sick leave for the teacher's illness, but not the illness of an immediate family member.

Sick leave will cover absence for the employee's own illness or the illness in the employee's family, or other persons whose funeral leave would be approved by the Principal/Superintendent.

B. Maternity Leave

Disability due to pregnancy shall be considered as personal illness and will be dealt with in accordance with sick leave policy. If applicable, disability insurance benefits may be appropriate.

C. Doctor Appointments

Doctor appointments can be counted toward sick leave.

D. Funeral Leave

No funeral leave will be available for certified or non-certified personnel. However, any employee may use their sick leave for a funeral if approved by the Principal/Superintendent. One person may attend a

funeral of a staff member's family as a representative of the school personnel using professional leave upon approval of the Principal.

E. Personal Leave

Teachers may use two days for personal matters. One personal day can be carried over to the next school year with maximum accumulation not to exceed three days. The teacher will give notice to the Principal of the need for personal leave at least three (3) school days prior to the leave. Personal leave will not be used during the first five student days or the last five student days of school, the school day before or after a school holiday or vacation, or parent-teacher conference day. Exception may be made in writing to the superintendent for consideration of viable reasons which could not be scheduled on another day to use a personal day. Superintendent may approve ~~with board approval~~.

Adopted: December 19, 2008

Adopted: January 20, 2009

F. Jury Duty

Any employee may serve jury duty without loss of compensation.

G. Family and Medical Leave

Family and medical leave shall be granted for a period of not more than 12 weeks during a 12-month period. For purposes of this policy, a 12-month period shall be defined as a fiscal year beginning July 1 and ending the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for a birth or placement for adoption of a child, foster care or to care for a child with a serious health condition.

Leave is available because of:

1. The birth of a son or daughter of the employee and to care for the son or daughter;
2. The placement of a son or daughter with the employee for adoption or foster care;
3. The need to care for a spouse, son, daughter or parent of the employee because of a serious health condition; or
4. A serious health condition of the employee that prevents the employee from performing the job functions.

(Leave for reason 1 or 2 must be taken within 12 months of birth or placement.)

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, sick or disability leave that is available for use because of the reason for the leave, the paid leave shall be used first and counted toward the annual family and medical leave. The superintendent will notify the employee prior to or during the leave period that the leave has been designated as paid family and medical leave.

The employee is eligible for family and medical leave upon completion of 12 months of service in the district and employed at least 1250 hours during the preceding year.

During the period of any unpaid family and medical leave, the Board shall continue to pay for the employer's share of the cost of group health benefits in the same manner as paid immediately prior to leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on or before the 15th of the month. The Board may terminate group health coverage if the employee payment is not received by the due date.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as practical.

Upon the employee providing notice of need for leave, the employer will notify the employee of:

1. The reason that leave will count as family and medical leave;
2. Any requirements for medical certification;
3. Employer requirement of using paid leave;
4. Requirements for premium payments for health benefits
5. Right to be restored to same or equivalent job; and
6. Any employer required fitness-for-duty certification

Family leave (reasons 1 and 2) may not be used intermittent or on a part-time basis without the prior approval of the superintendent.

The superintendent may require an instructional employee to continue leave until the end of the semester if the leave begins more than five (5) weeks before the end of a semester, lasts more than three (3) weeks and the return would occur during the last three (3) weeks of the semester.

H. Excess Leave

Absences that exceed the defined limitations or that do not fit into any category will result in a salary deduction of 1/187 per day missed.

ARTICLE 6: DUTY YEAR AND DUTY DAY

Duty Year

The duty year shall be 187 days as scheduled by the Board.

Duty Day

The normal student school day will be 8:15 a.m. to 3:15 p.m.

The normal teacher duty day is 7:55 a.m. to 3:45 p.m.

The Board will schedule an early dismissal of students at 12:00 noon at the end of the first and third 9 week grading period for grade preparation and other school related activities. There will be a full day at the end of the semester with one hour reserved for faculty and staff meetings

ARTICLE 7: EVALUATIONS

1. Philosophy

The philosophy of the board of education concerning evaluation of employees is to provide a structure in which improvement may be realized. The employee has a share of the responsibility for setting goals and objectives and analyzing how well they are being met. In addition, the administration and board has a responsibility to become aware of what the instructor or other employee is trying to accomplish and assist them in either accomplishing goals or perhaps altering goals for the betterment of the student. The evaluation tool is intended as a means of unifying and improving the efforts of employees. While the evaluation process could lead to dismissal of an employee, that is not the primary concern of the board.

2. Policy

Every employee in the first two (2) consecutive school years of employment shall be evaluated at least one time per semester by not later than the 60th day of the semester, except that any employee who is not employed for the entire semester shall not be required to be evaluated; and that every employee during the third and fourth years of employment shall be evaluated at least one time each school year by not later than February 15; and that after the fourth year of employment every employee shall be evaluated at least once in every three years by not later than February 15 of the school year in which the employee is evaluated. Said evaluation to be retained in a confidential file for at least three (3) years and made available only to the Board as a whole and others prescribed in the law. The instrument of evaluation shall be developed cooperatively by the Board and those involved in the evaluation process. The instrument will be reviewed each year and proposed amendments to the instrument given consideration. The original committee will remain intact during the first two years of evaluations under this policy to make recommendations to the Board for a change. The instrument shall include criterion which intends to meet areas suggested by the law as defined by the Board and employees.

3. Procedure

Building principals shall be charged with general responsibility for visiting classes and evaluating classroom teachers. Such evaluation shall include some reflection of community attitude. Evaluation data will be used to promote improvement of instruction through the follow-up conferences. All persons evaluated must acknowledge receipt of the evaluation by signature. A copy of the evaluations will be made available to the employee. Employees may have the right to respond in writing within two weeks after receiving the evaluation.

The evaluations shall be confidential and be made available only to those provided by law.

The evaluation will be placed in the personnel files at the district office for not less than three (3) years.

The evaluation instrument is attached to the certified handbook as Appendix C.

ARTICLE 8: REDUCTION IN FORCE

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

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

1. To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the district to meet the educational goals established by the Board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals as determined by the board.
2. All teachers will be evaluated in relation to the educational goals of the district. Individual qualifications and specific skill areas or discipline shall be ascertained and applied to the teacher needs of the district. Certification, job performance, education, experience, and longevity measure each staff member's teaching ability.
3. In the event two or more teachers have similar qualifications and skills in a teaching area deemed necessary to fulfill the district's educational goals, the superintendent shall recommend the teacher's, if any, for the position in question.
4. Any certified employee who has not been re-employed as a result of reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the teacher would qualify. The superintendent will recommend to the board reinstatement of any such teacher whom he deems qualified and able to serve the best interests of the district. The board shall not be required to consider reinstatement of any such teacher after a period of one year from the date of non-renewal.

ARTICLE 9: RESIGNATION AND LIQUIDATED DAMAGES

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

The Board will consider the resignation of any employee which is submitted to the Board in writing. The Board will accept such resignations only when the Board is of the opinion that such resignation will be in the best interest of the district. The protection of public interest is a proper consideration in the determination of the possibility of liquidated damages. In the event any certified employee resigns or fails to honor the terms of the employment contract, the certified employee shall pay to the district liquidated damages as follows:

If the certified employee resigns or fails to honor the terms of the contract between June 1 and June 15, the liquidated damages shall be \$500. If the certified employee resigns or fails to honor the terms of the contract between June 16 and June 30, the liquidated damages shall be \$1500. If the certified employee resigns or fails to honor the terms of the contract on or after July 1, the liquidated damages shall be \$2000.

In the event the district owes the certified employee additional salary amounts after the certified employee resigns or fails to honor the contract, the Board may deduct the amount of liquidated damages from the amount owed to the certified employee by the district.

In the event the certified employee terminated employment in the district without compliance with board policy, the Board will request that the Professional Practices Commission review the case.

ARTICLE 10: EARLY RETIREMENT BENEFIT

In order to encourage and facilitate the voluntary early retirement of professional employees of the district who may find it necessary or desirable to retire prior to normal retirement age, the Board has adopted an early retirement plan. Any eligible professional employee may elect to take early retirement under the terms and conditions set forth in this policy. Early retirement is entirely voluntary and at the discretion of the professional employee.

When used in this Article, the term “employee” means a member of the bargaining unit.

When used in this Article, the term “current base salary” means the first step on column one of the district salary schedule, excluding compensation attributable to fringe benefits, compensation resulting from a supplemental contract or contracts, and reimbursement of expenses.

When used in this Article, the term “school year” means that period of time from July 1 to June 30 of any year.

Any certified employee meeting the KPERS requirement at 85 points may elect to take early retirement under the terms and conditions set forth in this policy. Early retirement is entirely voluntary and at the discretion of a professional employee provided the policies and procedures are followed as outlined herein.

A certified employee is eligible for early retirement if such person:

- Is currently a professional employee of the school district.
- Will meet the KPERS requirement of 85 points on or before August 1 of the calendar year in which the professional employee intends to retire.
- Has 10 or more years of full-time employment in Unified School District #459.

Eligibility for early retirement will be determined by the Board of Education or its designee. A certified employee applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility for early retirement and to determine to be paid.

A certified employee may apply for early retirement by giving written notice to the Superintendent of Schools. Such written notice shall be submitted on or before the 10th day of May preceding the anticipated retirement date and shall include the following information:

- A statement of the applicant's desire to take early retirement.
- Current base salary.
- The anticipated date of retirement.
- The applicant's birth date and age on the date of retirement.
- The current mailing address and telephone number of the applicant.
- The number of years the applicant has been employed by the school district.
- The total number of years of service credit recognized by KPERS.
- Whether the applicant desires health insurance coverage through the school district health insurance program, by deduction of annual premiums from the early retirement benefits.
- Requested payment dates of early retirement incentive funds.

The annual early retirement benefit shall be 15% of the District's current base salary of the year when the application for the retirement is made and shall be payable for a maximum of five (5) consecutive years. All benefits shall terminate when retiree reaches age sixty-five (65).

Part time employee benefits will be the same percentage as time employed during the year of retirement.

The following terms and conditions shall apply to the school district's early retirement plan:

- The early retirement benefit shall be payable by monthly payments beginning no earlier than the 15th of the month the employee's contract began. The applicant must provide proof of retirement according to KPERS prior to receipt of any district early retirement benefit.
- A certified employee taking early retirement shall have the option to maintain health insurance coverage at the employee's expense through the school sponsored health insurance program provided payment is made one month in advance or deducted from early retirement benefits. This provision will be effective only as allowable by the insurance carrier and only until that time that the certified employee attains the age of sixty –five (65).
- A certified employee who takes early retirement shall have the responsibility to keep the school district informed of his/her mailing address and telephone number.
- The conditions governing the program under which a participant initially enters are in effect throughout the length of the enrollment and will not be affected by policy change.
- If any provision of this early retirement plan is determined to be in violation of federal or state law or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless revised and readopted by the Board of Education.
- The Board of Education reserves the right to terminate the early retirement program through negotiations; provided, however that the Board will continue to honor retirement benefits for any employee receiving such benefits under this article prior to its termination.

ARTICLE 11: GRIEVANCE

Definitions

Grievance: A complaint by a teacher or group of teachers based on an alleged violation, misinterpretation or misapplication of the terms and conditions of the employee's contract of employment.

Aggrieved Person: The person or persons making the complaint.

Party in Interest The person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting staff. Since the resolving of a grievance or complaint should be expedited as much as possible, the time limits of each level of the procedure shall be regarded as maximum, and every effort should be made to use fewer than the maximum number of days. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

To be entitled to the benefits of the procedure hereinafter outlined, the aggrieved person must submit the grievance or complaint as provided in Level I within 15 school days of the occurrence which as given rise to the grievance or complaint.

Procedures

Level I

The employee will first present his/her grievance in writing to the principal. If a satisfactory solution is not reached within three (3) school days, the employee will proceed to Level II.

Level II

The employee may either submit his grievance to an ad hoc grievance committee comprised of teachers for that building (one member chosen by the teachers, one by the Board, and one mutually agreed upon) or proceed on his own in lieu of the committee. If the grievance is recognized by the committee, the committee and the aggrieved person will meet with the building principal. If no solution is reached within three (3) school days, the committee will proceed to Level III.

Level III

The committee and the aggrieved person will meet with the superintendent of schools. If no solution is reached within three (3) school days, the committee or aggrieved person will proceed to Level IV.

Level IV

The committee and the aggrieved person will meet with the Board of Education who will hear the grievance and render a written decision within ten (10) school days.

The Board's decision will be final.

ARTICLE 12: TEACHER DISCIPLINE

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

ARTICLE 13: TERMINATION

Violation of Board policy may result in disciplinary action up to and including termination.

ARTICLE 14: EMPLOYEE FILES

A. Available to Employee

Material placed in an employee's file shall be available for inspection by the teacher during normal business hours. At the employee's written request, a representative of the Association may inspect the teacher's file. Teacher credentials and confidential references or evaluations obtained prior to employment shall not be available for inspection by the teacher.

B. Employee Response

An employee shall have the right to respond, in writing, to any material in the teacher's file and the response shall be affixed to the material and kept in the employee's file.

C. Right to Copy

The employee shall have the right to receive a copy of any of the contents of his/her file at no charge to the employee.

D. Data

There shall be no anonymous data placed in the employee's file.

ARTICLE 15: HEALTH EXAMS

As a condition to entering or continuing employment, certified employees must present a district-approved form to the clerk, signed by a licensed physician who states "that there is no evidence of physical condition that would conflict with the health, safety or welfare of the pupils; that freedom from tuberculosis has been established." If at any time there is a reasonable cause to believe any employee is suffering from an illness detrimental to the health of the pupils, the school board may require a new certification of health. (Ref. 72-5213)

The Board reserves the right to have any employee examined at any time by a physician of the Board's choice to determine if the employee is able to fulfill and perform the obligations of employment and to abide by and implement the policies and rules of the Board. The costs of any examination required will be borne by the Board.

ARTICLE 16: MEDICATIONS

The supervision of oral and injectable medications shall be in strict compliance with the rules and regulations of the Board. Diagnosis and treatment of illness and prescribing drugs and medicines are not the responsibility of the public schools and are not to be practiced by any certified teacher.

ARTICLE 17: DRUG FREE WORK PLACE

The Board of Education and Bucklin Teachers' Association believe that maintaining a drug free work place is important in establishing an appropriate learning environment for the students in the district. The manufacture, use, possession, sale, transfer, or purchase of drugs or other controlled substances in any unlawful or unauthorized manner by a district employee is prohibited on district property or at any school sponsored event.

As a condition of employment in the district, employees shall abide by the terms of this policy. Any employee violating this policy shall be referred to the appropriate authorities for possible criminal prosecution.

Any employee charged under a criminal drug statute which would constitute a violation of this policy may be temporarily suspended with pay, transferred, or reassigned by the Superintendent pending final disposition of such charges.

Any employee who is convicted under a criminal drug statute which would constitute a violation of this policy must notify the Superintendent or his designated representative of the conviction within five (5) days after the conviction.

Any employee who is convicted under a criminal drug statute for the manufacture, sell, transfer, purchase with intent to sell, or possession with intent to sell of any drugs or other controlled substances in any unlawful or unauthorized manner on district owned property or at any school sponsored event may be suspended without pay, transferred, reassigned or terminated.

The convicted employee, at the employee's expense may be required to successfully complete the requirements of an approved drug abuse assistance or rehabilitation program as a condition of continued employment.

Enforcement of this policy shall be by the Board of Education and/or the Superintendent of Schools or his designated representative.

Each employee in the district shall be given a copy of this policy.

This policy is intended to implement the requirements of the Federal Regulations promulgated under the Drug Free Work Place Act of 1989, 34 CFR Part 85, Subpart F. It is not intended to supplant or otherwise diminish disciplinary personnel actions which may be taken under existing laws, or the Negotiated Agreement.

ARTICLE 18: ASSOCIATION RIGHTS

A. Bulletin Boards

The Association may use one bulletin board in each facility to post notices of activities and matters of Association concern.

B. Use of School Facilities

The Association shall have the right to use school buildings at reasonable hours for meetings on the same basis as community groups. Charges, if any, shall be in accordance with the district policy for use and rental of school facilities. Requests for use of building shall be made by the duly authorized representative of the Association in accordance with Board policy.

C. Use of Equipment

The Association may use school computers and duplication equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use or shall maintain its own materials and supplies.

D. Mail Boxes

The Association may use the employee mail boxes, physical or technological, for communication with teachers provided a copy of such communication is given to the Superintendent.

ARTICLE 19: REPRODUCTION OF AGREEMENT

Copies of this agreement shall be prepared at Board expense within 30 days after the agreement is signed and ratified by each party. A copy of the agreement will be provided to each teacher, any teacher hired during the term of this agreement and any teacher considered for employment by the Board. The Board shall provide five (5) hard copies and one (1) electronic copy of the agreement for Association use.

ARTICLE 20: SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect.

ARTICLE 21: PATRON COMPLAINTS

All complaints involving a teacher will be referred to the teacher first for resolution. If the teacher and the patron cannot resolve the issue, the patron can refer the complaint to the principal, superintendent, and finally to the board if no resolution can be reached at each level. Complaints that cannot be resolved by the teacher must be made in writing and brought to the attention of the teacher within 10 days.

No ~~written~~ patron complaint involving an ~~individual~~ teacher shall be included in the teacher's personnel file unless:

- a. The teacher receives a copy of the complaint
- b. The teacher may respond in writing to the written complaint and the response will be maintained with the complaint.
- c. The complaint has been investigated by the administration and found to have merit.

ARTICLE 22: SCHOOL CALENDAR

The Board shall prepare and adopt a school calendar annually. In adopting the school calendar, the Board shall include the following holidays and the minimum number of days as indicated for each holiday.

Labor Day	1 school day
Veterans Day	1 school day
Thanksgiving	3 school days
Christmas Break	11 calendar days
Spring Break	5 school days
Good Friday	1 school day

The Board shall have the right to increase the number of vacation days in preparing and adopting the school calendar. Any association calendar committee or teacher may provide suggestions or input to the Board regarding calendar recommendations. Calendar recommendations should be presented to the Board on or before January 1 of each year.

ARTICLE 23: PLANNING PERIODS

Each full-time teacher is allowed 50 minutes of planning time per day for making lesson plans, grading papers, and other school related activities. Each part-time teacher is allowed eight (8) minutes planning time for each period taught.

ARTICLE 24: SAFETY

There will be locks put on all classroom doors that have the ability to lock from the inside. The project to begin at conclusion of negotiations with no completion date set.

ARTICLE 25: DURATION OF AGREEMENT

This agreement shall become effective retroactive to July 1, 2009, provided it is ratified by a majority of the Board and a majority of the members of the negotiating unit and shall expire June 30, 2010.

Ratified by Association

Ratified by Board

Sue Kirk (front page)

Dwann Seacat (front page)

Date: 1-20-2010

Date: 1-20-2010

Prior Negotiated Items:

Items negotiated for 2005-2006 were:

To increase the 2004-2005 Salary schedule base pay (step one) by \$1400 to a total of \$27600

To increase the health insurance benefit by \$50 per month to a total of \$350 per month

Dismiss school at noon on 1st and 3rd nine weeks. Have one full day with 1 hour reserved for faculty & staff meetings at the end of each semester. This agreement item is for the 2005-2006 school year only.

Items negotiated for 2006-2007 were:

To increase the 2005-2006 salary schedule base pay (step one) by \$900 to a total of \$28,500.

Dismiss school at noon on 1st and 3rd nine weeks. Have one full day with 1 hour reserved for faculty & staff meetings at the end of each semester. This agreement item is for the 2006-2007 school year only.

Items negotiated for 2007-2008 were:

To increase the 2007-2008 salary schedule base pay (step one) by \$2500 to a total of \$31,000.

To agree to a two year contract with the 2008-2009 salary schedule base pay (step one) by \$1178 to a total of \$32,178.

To amend language to allow for appropriate years experience with board and BTA approval

To amend language to have payment prior to bank holidays if pay day falls on one.

To double supplemental pay for game workers as reflected in attached schedule.

To add certain supplemental positions and adjust percentages of others as reflected in attached schedule:

Add: JH Team Leaders; FCA; Assist HS Scholar Bowl' Soph Class, Jr Class, & Sr Class

Adjust: SADD; STUCO; Serendipity

Mentor Teachers will fall under instructional line item to be paid at State reimburseable amount

Duty year will remain the same with dates removed.

Liquidated damages will remain the same for 2007-2008.

Openers were agreed on for 2008-2009 negotiations on benefits and liquidated damages.

Items agreed on for 2008-2009 were:

To increase the health insurance benefit by \$50 per person per month to \$400 and the alternative insurance benefit package by \$20 per person per month to \$200 who does not take the health insurance.

Items agreed on for 2008-2009 mid-year were:

To receive a one time health insurance rebate payment from SWPRSC Insurance – pg. 2

To change language in disability policy to allow payment up to \$400 per person annually for premiums. – pg. 8

To change personal leave to allow exceptions at beginning and end of school with superintendent and board approval – pg. 12

Items agreed on for 2009-2010 were:

To have no raise in base, but to have the step.

To change language in Personal leave to remove board approval.

To add licensing tests may be reimbursed if approved prior to taking them.

To change wording of Article 21 Patron Complaints.

Add payment for JH BB Scorer and 1% for Freshman sponsor.