

MASTER CONTRACT

***FOR
CERTIFIED EMPLOYEES
2007-08***

***Unified School District No. 410
Durham-Hillsboro-Lehigh***

Approved by Interest-Based Bargaining Team: May 9, 2007

Approved by Teachers: May 18, 2007

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MASTER CONTRACT FOR CERTIFIED EMPLOYEES

Unified School District No. 410

ARTICLE I--MASTER CONTRACT (Revised 7/92)

A Master Contract shall be given to all teachers employed by USD #410. The contents shall include all negotiated items.

If a necessity for a change in the Master Contract occurs due to a change in Kansas Statutes, it may be changed by Board action and a simple majority ballot vote of all instructional staff. All parties affected by the change shall be given copies of the contract as revised.

ARTICLE II--GRIEVANCE PROCEDURE (Revised 7/92)

I. Definitions

- A. Grievance:** Grievance means a complaint regarding the meaning, interpretation, or application of any provision of the master contract, or a complaint that the employer or its agents acted in bad faith or in any arbitrary or capricious manner in applying any established policy or practice governing or affecting the employees covered by the master contract.
- B. Aggrieved Person:** The person, persons, or the Association making the complaint.
- C. Party of Interest:** The person, persons, or the Association 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.
- D. Days:** Except when otherwise indicated, days shall mean working days.

II. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise from time to time affecting employees.

III. Procedure

A. Level One

Within 20 days from the date of awareness of a problem, the aggrieved person shall seek to resolve the matter informally with his/her principal or other immediate supervisors.

B. Level Two

- 1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after discussion of the grievance he/she may file the grievance in writing within ten (10) days of the Level One response simultaneously with the Association or its designee and the Principal on the form provided in the Appendix.
- 2. Within five (5) school days after receipt of the written grievance by the Principal, the Principal will meet with the aggrieved person and his/her representative of the Association in an effort to resolve it. The Principal shall submit his/her decision in writing to the aggrieved person and the Association within five (5) days after the meeting.

C. Level Three

- 1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance within ten (10) days of the Level Two response with the Association or its designee for transmittal to the Superintendent or his/her designee.
- 2. Within ten (10) days after receipt of the written grievance, the Superintendent or his/her designee will meet the aggrieved person and his/her representative from the Association in an effort to resolve it. The Superintendent shall submit his/her decision in writing to the aggrieved person and the Association within ten (10) days of the meeting.

D. Level Four

- 1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may file the grievance within ten (10) days of the Level Three response with the Association or its designee for transmittal to the Board.

2. Within thirty (30) days after receipt of the written grievance by the Board, the Board will meet the aggrieved person and his/her representative from the Association in an effort to resolve it. The Board shall submit its decision in writing to the aggrieved person and the Association within ten (10) days of the meeting.

IV. Rights of Teachers to Representation

- A. No reprisals of any kind will be taken by the Board or administration against any participant in the grievance procedure by reason of such participation.
- B. An employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a Grievance representative selected by the Association. If an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

V. Miscellaneous

- A. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- B. In the event a grievance is not filed or processed in the manner and within the times set forth above, it shall be forever barred.
- C. If the board or any of its administrative staff do not present a written decision within the time allotted after the grievance hearing, the grievance shall be advanced to the next level.
- D. If, in the judgment of the Association, a grievance affects a group or class of employees the Association may initiate and submit such grievance in writing to the Superintendent directly. The processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure even though there is not an aggrieved person who wishes to do so.
- E. Decisions rendered at Levels Two, Three, and Four of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest.
- F. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

INSTRUCTIONS

The purpose of a grievance procedure is to facilitate free, easy, and effective communication between employees and the administrative staff in order to secure, in good faith, equitable solutions to problems which may arise from time to time. Careful attention to contract requirements for a grievance and proper procedure for completing a grievance form and the filing of same will help to insure an expeditious and thorough consideration of each grievance.

Grievance Report Forms may be secured from school building offices and the Association president, and should be filed at each level of the grievance procedure.

1. Each portion of the Grievance Report Form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved and what occurred.

Detailed information of facts involved, the relevant contract provisions, board policies, or administrative regulations or practices, and the manner in which they are related are extremely important in order to provide a basis upon which a fair, thorough, and expeditious decision may be made.

2. Under Section B of the Grievance Report Form those relevant contract provisions, board policies, or administrative regulations or practices which the grievant contends have been violated, misinterpreted, or misapplied, should be specified.
3. Under Section C the grievant should state his/her claim by describing the manner in which the factual contentions are related to the relevant contract provisions and how a violation, misinterpretation, or misapplication of the contract, board policies, or administrative regulations or practices has occurred.
4. Under Section D the grievant should specify the relief which he/she desires as a result of the grievance.

ARTICLE III--ASSIGNMENT OF DUTY

MAJOR DUTIES (Revised 6/03)

By the final day of school each year, each teacher's contract for the next school year shall specify the major individual duties.

STAFF REDUCTION (Revised 6/00; 6/02; 6/04)

1. The board shall retain the sole right to determine when a reduction in the certified teaching staff is to be made.
2. The board shall identify the position to be reduced.
3. The board shall attempt to accomplish a reduction in teaching staff by attrition.
4. Teachers not having tenure will be reduced before tenured teachers with the same certification.
5. If after steps 3 and 4, a further reduction is necessary, a list shall be developed that includes all those currently teaching in position that could be filled by the person whose position is being reduced. (Revised 6/04)
6. If two or more teachers are on the list, each teacher will be assigned a point value based on the following criteria. The teacher(s) with the fewest points will be reduced.
 - a. Two points for each year of service as a certified employee of USD 410.
(Maximum of 40 points)
 - b. Three points for each column on the salary schedule beyond the BS column.
(Maximum of 24 points)
 - c. Six points for a Master's degree.
 - d. Fifteen points if no "Unsatisfactory" marks are on the Data Observation Sheet on the last two evaluations.

In the event that two employees have exactly the same number of points from the process above, the employee with the longer continuous full-time service to the district shall be retained.

7. Any person being reduced may ask that the above process be repeated for their position.

Recall

Recall means rehiring a teacher whose contract has been non-renewed due to the reduction in force process. Recall shall be in reverse order of the reduction in staff (the last reduced shall be the first rehired.) Recall rights will be in force for two (2) years from the last day of employment. Teachers that are reduced must submit a request to be recalled to the clerk of the board. This request must be submitted by January 1 of each school year following the reduction in staff. The clerk shall give written notification of vacancies to all reduced staff members eligible by certification for recall. Each reduced staff member shall respond to this notification within 10 days of the receipt of the notice. It is further understood that the recalled employee shall be given their earned step and column on the salary schedule and all accumulated leave shall be returned unless pay had been received by the teacher for such leave.

It is the responsibility of the employee to keep the board clerk informed of any changes in address. If this procedure is not followed, the Board of Education will not be responsible for notification of recall.

LUNCHROOM DUTY (Revised 9/06)

Teachers shall be given a thirty minute, duty-free lunch period each day. Teachers who volunteer to supervise students during their lunch period will receive payment of \$20 per day.

PLANNING PERIOD (Revised 7/91; 6/03)

Each teacher shall be provided a period free from scheduled classes for the purpose of planning.

EXTRA CLASS ASSIGNMENT (Revised 7/91)

The Board of Education prefers that a teacher is not assigned an extra class over and above the teacher's daily scheduled classes. If circumstances make it necessary to teach an extra class, the teacher shall receive a prorated amount of the daily rate of pay for all extra class assignments.

SUBSTITUTE TEACHING (Revised 7/94; 6/02)

Teachers who are asked to substitute for other teachers during their planning period will be paid according to the teacher's annual salary. Salary will be calculated by dividing the substituting teacher's daily rate of pay by 388 minutes and multiplying that by the minutes spent substitute teaching.

ASSIGNMENT TO ITV (Added 7/93; Revised 6/03)

Only volunteers will be assigned teaching duties on the ITV network.

A teacher participating on the ITV network shall be offered up to 3 days extended contract for preparation and/or training.

ARTICLE IV--TEACHER EVALUATION (Revised 7/92; 6/02)

The evaluation of the professional effectiveness of teachers is to be implemented in such a manner as to satisfy the requirements of state law.

An evaluation committee consisting of members of the certified teaching staff, administrators, and/or board of education members shall be formed for the purpose of studying changes requested by Teachers, Administrators, or Board of Education members. This committee shall be in session only when and if changes are proposed by any of the above referenced.

ARTICLE V - FRINGE BENEFITS

Definition of Leave Days (added 5/05)

On July 1, 2005, all leave days will be converted to leave hours. In accounting for and reporting leave, a full-time teacher's day will be equal to 6.5 hours (8:30-3:30 less 30 minutes for lunch), and a part-time teacher's day will be equal to that teacher's contracted FTE multiplied by 6.5 hours. This statement applies to all references to leave days in the master contract. In the calculation and use of leave, all amounts will be rounded to the next highest quarter hour.

PROFESSIONAL MEETINGS (Revised 7/94; 6/97; 6/02; 6/03)

The School Board encourages each teacher to attend at least one professional meeting per year with travel, meals, and registration paid by the Board. Each year the board will allocate up to \$2,400 and permit a total of 3 certified staff members to participate in a national meeting. Those teachers will be designated by the USD #410 Educational Association. Non-member teachers shall not be excluded. Expenses for each teacher approved through this provision will be a minimum of either actual costs or \$800.

ASSOCIATION LEAVE

Release time will be granted for Association business in the event that the Association is desirous of sending representatives to local, state, or national conferences conducted by the Association for further cause of its' own professional purposes, or other business leaves pertinent to the Association affairs. A representative shall be excused providing the frequency is no more than four (4) combined days a year and provided the Association will reimburse the district for the costs of substitutes.

SICK LEAVE (Revised 5/88; 6/04; 5/07)

There shall be an allowance of 15 days sick leave per school year accumulative to 90 days. All employees accumulate and use sick leave at the same rate regardless of part time or full time status.

Teachers who do not use sick days will receive pay for sick days that will be lost. Payment for unused sick leave (those beyond 90) will be made with the first paycheck of the succeeding year's contract and will be computed at a rate of \$25 per day.

Teachers eligible for and exercising a retirement option in the Kansas Public Employees Retirement System (KPERs) will be paid for all unused sick leave days. This payment will be based on a rate of \$25 per day lost. Payment for unused sick leave will be made with the final payment of the contract. (Added 6/04; revised 5/07))

USD 410 ILLNESS AND DISABILITY POOL (Added 7/93; Revised 6/03; 5/05)

Each professional employee wishing to continue or join the pool will donate two (2) days of his/her sick leave days to the pool from the fifteen (15) days received in the year they join and for each year thereafter when the pool has fewer than one hundred (100 full time teacher) days. New professional employees may join during the first thirty (30) days of employment by donating two (2) days. Employees who do not join within the first thirty (30) days of employment must make an initial donation of four (4) days in order to participate in the pool. Only professional employees who are members and have donated days are eligible to draw from the pool.

All professional employees who are members, or their designees, are eligible to make application for sick leave pool days. Application must be made within the contract year in which the accumulated sick leave days are depleted. If approved, use of such days cannot occur until all of the applicants accumulated sick leave days are depleted. The professional employee must be hospitalized and/or under the care of a medical doctor or dentist. A statement from the treating medical doctor or dentist is required recommending that the professional employee continue to be absent from work due to his/her health. Application to borrow days from the pool is to be made in writing to the Association Illness and Disability Pool chairman. Upon the committee's approval of such requests, the district shall credit such person(s) with such leave from the pool.

The pool member may borrow, when approved by the pool committee, up to thirty (30) days of sick leave in any one contract year. Upon return to full-time service, the member must repay the pool for the borrowed days at the rate of not less than three (3) days per year thereafter. If the nature of the injury or illness is such that the employee is unable to return to work, no repayment will be required.

The Illness and Injury Pool committee is to be established before the start of the contract year. The committee is to be made up of one (1) K-5 teacher, one (1) 6-8 teacher, one (1) 9-12 teacher, one (1) building administrator, and the superintendent of schools or designee. Teacher members of the committee must be participants in the pool. Teacher members will be elected by the USD 410 Education Association. All decisions of the committee are considered final. Criteria for approval of application for pool days are to be established by the pool committee and made available to all members.

After an employee has joined the pool, he/she may not withdraw the days he/she contributed if he/she drops out of the pool.

BEREAVEMENT LEAVE (Revised 6/03)

Teachers will be allowed time off because of the death of a family member, a friend, or an acquaintance. Such leave shall not be in excess of five (5) days per bereavement for family members and one (1) day for a friend. Bereavement leave beyond these limits may be granted by the superintendent of schools. Bereavement leave shall be subtracted from sick leave.

FAMILY ILLNESS LEAVE (Revised 6/00; 6/03)

Leave will be granted for the illness of a family member. Leave will also be granted for the purpose of the adoption of children. This leave will be granted upon request of the adoption agency and shall not exceed sixty days. Family illness leave shall be subtracted from sick leave.

Employees may use accumulated sick leave for any contract days that occur within sixty calendar days after the birth of a child. In order to use sick leave after this sixty day period, the employee will be required to present a statement from a physician stating that the health condition of either the employee or child is such that additional sick leave is needed.

EXTENDED LEAVE (Revised 7/92; 6/03)

Certified staff members may request, subject to the approval of the Board of Education, a leave of absence for the following activities:

1. Study, (on a graduate program leading to an advance degree.)
2. Teaching, (at a location other than U.S.D. 410), days of leave to be granted only for those days of actual teaching and for travel time, (directly to and from location).
3. Professional duties shall be of a nature sponsored or administrated by one of the many professional organizations such as ESSDACK, Kansas State Department of Education, and many national organizations related to the various levels of education and activities.
4. All other Leave Requests that do not correspond with number one, two, or three above are to be considered on a per application basis.

At the time of the request, the teacher will submit a written plan establishing goals and objectives that outline how U.S.D. 410 students would benefit by the experience. The plan will identify what the teacher expects to learn, how the teacher's expanded knowledge will be utilized, and how that knowledge will be integrated into the curriculum. The plan shall also specify how the experience will enhance students' educational experiences. The plan will be presented to the superintendent of schools who shall seek board approval. Upon return, the teacher will make a presentation to the board concerning the experience.

Request for leaves greater than one month shall be made 90 days in advance. All other requests shall be made a minimum of 14 days prior to the expected leave date. Length and conditions of the leave will be agreed on at that time. All leaves shall be subject to the following provisions: an instructor shall (a) receive no salary from U.S.D. 410 when on leave; (b) retain accumulated sick leave; (c) return to the experience level on the salary schedule held prior to the leave of absence, unless said teacher qualifies for a higher income bracket; (d) use all personal leave accumulated prior to the extended leave.

PERSONAL LEAVE (Revised 6/00; 6/01; 6/03; 6/04;9/06)

Teachers shall be allowed two days of personal leave per year, accumulative to six days. Personal days may be used adjacent to a scheduled vacation when the following stipulations are met:

1. Each teacher is allowed to take personal days adjacent to only one vacation per year.
2. Usage is limited to five teachers on any given day.
3. Use of this day is on a first come-first serve basis.

The superintendent may grant exceptions to these stipulations in emergency situations.

Personal leave will be discouraged during the last two weeks of school. Teachers will use this day at their discretion. Teachers who choose not to use personal days will receive pay for personal days that will be lost, based on daily rate of pay times day lost. Payment for unused personal leave will be made with the first paycheck of the succeeding year's contract and will be computed using the teacher's current salary for the fiscal year in which the payment is made.

Sick leave days may be converted to personal leave after all paid personal leave has been exhausted. The rate of conversion shall be at a ratio of 3 sick leave days to 1 personal leave day. The draw on sick leave shall be on an 'as used' basis; the employee may not accumulate any unused personal days using the benefit feature. A maximum of two personal leave days may be gained annually using this conversion. Sick leave days used in this conversion shall be deducted from the teacher's accumulated sick leave. Examples of the conversion follow: (Added 9/06)

1 Day Personal Leave = 3 days Sick Leave

1 Hour Personal Leave = 3 Hours Sick Leave

15 Minutes Personal Leave = 45 Minutes Sick Leave

Two days of unpaid personal leave will be granted annually. Additional unpaid personal leave may be granted by the superintendent. (Added 6/04)

UNAPPROVED - UNPAID ABSENCES (Revised 7/94; 6/02)

Any leave taken without approval of the Board of Education during the 192 days of the school year will be subject to possible termination of the teacher's contract at the next regular board meeting. The Board of Education shall retain the right to deviate from this policy in the event of extenuating circumstances. Any unapproved - unpaid absence shall be subject to a salary deduction of the teacher's daily rate of pay per day of absence

PAYROLL REDUCTION PLAN (Revised 5/87; 6/02)

The Board of Education provides a salary reduction program which complies with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each employee to execute a salary reduction agreement once annually to cover all premiums for the employees selected benefits as described under section 125.

TEACHER REPRESENTATION (Revised 7/91)

Teachers shall be represented and/or consulted in areas related to various educational processes.

COMMITTEE REPRESENTATION-COMPENSATION (Revised 7/93; 6/98; 6/01; 6/02)

Any teacher selected to serve on the Quality Performance Accreditation Coordinating Council, Professional Development Council, Curriculum Council, and or a building level building improvement team (3), will be compensated annually, (payable with December and May payroll), for committee seat \$500, and \$750 for Chair position of each committee.

Members of student improvement teams will be compensated at a rate of \$15 per hour for team meetings conducted prior to 8:15 a.m. and after 3:45 p.m.

Approval of all teachers recommended/selected shall be subject to approval by the Board of Education, other than P.D.C.

COMPENSATION FOR SUMMER CURRICULUM WORK (Added 6/99)

The following plan is presented as a means of reducing the amount of time teachers are absent from the classroom for curriculum development work.

1. During a curriculum development cycle, each Subject Area Committee may use up to five (5) days during the summer for work on developing curriculum and assessments.
2. The most active portion of a curriculum development cycle consists of one (1) year of research and planning, one (1) year of curriculum writing, and one (1) year of assessment development.
3. Committee members will be reimbursed at their daily rate of pay as per their current contracted salary. Work prior to July 1 would be compensated at the previous year's salary, work after June 30 would be compensated at the upcoming year's salary.
4. Use of summer days will be at the discretion of the Subject Area Committee. The Subject Area Committee will determine if the summer option is used and the days on which the committee will work.
5. For this option, one day is defined as six (6) hours of committee work.
6. Subject Area Committee may name other teachers to serve on the committee to represent those that are not able to participate in the summer work or to better represent the curriculum area,
7. This option is designed to reduce the amount of time staff members will be out of class for curriculum work. Some release time for curriculum work during the school year will continue to be necessary.
8. In order to make budgetary plans; committees must make requests for use of this summer option prior to March 1.

SCHOOL CALENDAR (Revised 7/94; 6/01; 6/02; 6/03)

The following National Holidays will be part of the District Common School Calendar schedules: Labor Day, Thanksgiving, Christmas, New Years, Good Friday, and Memorial Day.

There shall be a 192 day school calendar with provision for two snow days. In order that all regular and special education students have equal educational opportunity, District #410 shall strive to achieve a common school calendar that is compatible to other districts in the Marion County Special Education Cooperative.

A half day shall be provided to teachers at the end of each of the first three quarters to be used for teaching preparation and grade recording. The other half-day will involve staff development activities.

DEFINED BENEFIT PLAN (Revised 6/00; 6/01; 6/02; 6/03; 6/04; 05/05; 9/06; 5/07)

The Board of Education has agreed to furnish each person of the certified teaching staff working 630 hours or more per year a defined benefit plan of \$290 for the first month of the contract (September) and \$310 per month for the succeeding 11 months of the contract. This benefit shall be used exclusively for health insurance provided through the ESSDACK consortium.

STUDENT TEACHERS (Revised 6/90)

The total amount paid by colleges to USD #410 for the supervision of student teachers will be paid to the supervising teachers involved. USD #410 administrator(s) shall consult in person with the cooperating teacher before the assignment is made.

The Board of Education charges the Superintendent of Schools with the responsibility of assigning student teachers on a rotating basis, (not to be consecutive - year after year), with tenured teachers. This paragraph will only pertain to those departments with more than one (1) full-time instructor.

STANDARD OF EXCELLENCE REWARD (New 5/07)

Whenever a building achieves the Standard of Excellence, the Building Improvement Team shall recommend to the board of education an appropriate reward.

RETIREMENT (Revised 5/96)

Upon retirement the district will purchase any unused personal days at the teacher's final daily salary. Retirement shall be in accordance with state and federal law.

EARLY RETIREMENT (Added 6/04)

Due to declining enrollment and the uncertainty of school funding, USD 410 is facing the need to reduce the number of teaching positions. To facilitate this reduction, the Board of Education and the Hillsboro Teachers Association have agreed to offer to some staff a buyout, structured as an early retirement stipend. This offer will expire May 15, 2004.

It is the intent to create a total compensation package that will provide competitive salaries for the returning teaching staff.

The retirement provision, including the current application period ending May 15, 2004, will become a part of the master contract. However, the expired application period makes this an essentially 'deadwood' provision. The early retirement provision will not be offered in future years, unless both parties agree to provide that option and open an application period.

The parties acknowledge that any future early retirement provision may differ substantially from the existing provision.

Employees of Hillsboro U.S.D. 410 who may find it necessary or desirable to retire from employment with the district may elect to take early retirement under the terms and conditions of this policy.

The following definitions shall apply to this policy:

"Certified Employee" shall mean any employee covered by the master contract for certified employees employed by the Board of Education in a position which requires a license issued by the Kansas State Board of Education in a professional, educational, or instructional capacity. It does not include administrators.

"School Year" shall mean that period of time from July 1 to June 30 of the calendar year.

"Final Salary" shall mean the employee's contracted base salary for the final year prior to retirement. Pay for supplemental assignments, extended contract time, and fringe benefits shall not be considered a part of the final salary.

1. ELIGIBILITY

Certified employees may elect to take voluntary early retirement under the terms set forth under this policy. Early retirement is voluntary and at the discretion of the eligible employee.

2. REQUIREMENTS

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

- a. currently a certified employee of U.S.D. 410;
- b. eligible for and exercising a retirement option in the Kansas Public Employees Retirement System (KPERs);

- c. has a minimum of twenty (20) years of employment in a public school system, ten (10) of which must be in U.S.D. 410.

3. PERIOD OF ELIGIBILITY

Early retirement benefits shall be paid for a period of five years.

4. NOTICE TO DISTRICT OF INTENT TO RETIRE EARLY

A certified employee may apply for early retirement by giving written notice to the Superintendent of Schools on or before May 15, 2004. Employees that give official notification prior to April 26, 2004 will receive an additional stipend of \$750. Written notice of intent shall include the following information:

- a. a statement of the applicant's desire to take early retirement,
- b. the anticipated date of retirement,
- c. the applicant's birth date and age on the date of retirement,
- d. current mailing address and telephone number,
- e. the applicant's current base contract salary,
- f. the applicant's desire to or not to maintain health insurance through the school sponsored program. This election may be made annually.

5. NOTIFICATION TO RETIREE

The superintendent shall notify the applicant in writing of all board action on the application and the amount of projected retirement benefits. (Calculation Worksheet on page 16)

6. CALCULATION OF EARLY RETIREMENT BENEFIT

The total retirement benefit shall be an amount equal to the final salary contracted between the employee and U.S.D. 410 (final salary does not include pay for supplemental assignments, extended contract time, and fringe benefits.)

7. METHOD OF PAYMENT

- a. Payment Options

Option A

One-third (1/3) of the benefit is paid in each of the first two years of the benefit period and one-ninth (1/9) of the benefit is paid in each of the final three years of the benefit period. Benefits will be paid in twelve (12) monthly installments.

Option B

Twenty percent (20%) of the benefit will be paid each year in twelve (12) monthly installments.

- b. Once Option A or Option B is selected, that option may not be changed and the district will pay benefits only under that option.
- c. The district will adopt an employer funded retirement fund as the vehicle for transferring early retirement benefits to the employee.
- d. Benefits will begin with the first pay period following the last pay period covered by the retiree's regular salary.
- e. All taxes shall be withheld as required by law.
- f. Employees taking early retirement shall be responsible for keeping the school district informed of his/her mailing address and telephone number.

8. ELIGIBILITY FOR EMPLOYMENT

A certified employee who takes early retirement shall be eligible for further employment only as allowed by KPERS rules and regulations. Any employment which causes KPERS benefits to cease will also cause the retiree to be ineligible for continuation of the U.S.D. 410 retirement benefit.

9. BENEFITS AT DEATH

Upon the death of the retired employee any remaining early retirement benefits shall be paid to the surviving spouse or minor dependents according to the payment option selected by the employee.

ARTICLE VI - TRANSCRIPTS

Teachers are to furnish copies of all transcripts of college credit to the Central Office where they are kept on file.

ARTICLE VII - REPORTING FOR WORK (Revised 7/91)

Teachers are to be on duty as announced by the school calendar and report at such other times as requested by the Principal or Superintendent. It is expected that teachers will be on hand in sufficient time prior to the arrival of pupils in the morning and remain a reasonable time after their departure in the evening. The formal instructional process (teacher/student/classroom exercise) shall begin at the elementary building at 8:30 a.m. and at the high school/middle school complex at 8:25 a.m., and the formal process shall end for all building sites at 3:30 p.m.

ARTICLE VIII - INSTRUCTION (Revised 7/94)

There shall be a workroom provided at each building level to enhance teacher instruction. The room will be equipped with the following items: telephone, typewriter, and copier.

ARTICLE IX - RELEASING A TEACHER FROM CONTRACT

It shall be board policy to consider a teacher contract binding upon both parties concerned. The board will consider a release from contract upon mutual agreement if it is possible to do so without impairing the educational opportunities of students. The board shall be responsible for releasing a teacher under contract.

ARTICLE X - SALARY (Revised 6/90)

The incoming teacher shall be placed on the salary schedule in accordance with their years of experience and education.

PROFESSIONAL DEVELOPMENT PLAN (revised 5/05)

Each teacher will have the opportunity to develop a professional development plan approved by the local Professional Development Council.

Professional development Knowledge Level points earned outside of contracted hours may be used for advancement on the salary schedule. All professional development points earned at the Application and Impact Levels may also be used for salary advancement.

Twenty professional development points are equal to one college hour. When a teacher uses a personal day to attend an approved professional development activity, those points may also be used for advancement on the salary schedule. All college hours awarded by an authorized educational agency may be used for salary advancement.

EXTRA PAY FOR EXTRA DUTIES (Revised 06/00; 6/01; 6/04; 5/05; 9/06)

All extra contract duties shall be listed in the teacher's extra duty contract, along with the amount designated for such duties.

The building principal shall be responsible for obtaining volunteers to fill non-contractual duties such as bus sponsors, timers, ticket takers, scorekeepers, class sponsors, organization sponsors, etc. Employees who work at athletic contests will be paid \$30 for contests of two games or less and \$35 for contests of three games. The sponsor of an organization operating the concession stand will receive \$35.00 per night. An approved sponsor will receive a \$60 per day stipend for sponsoring two or more students to a summer clinic.

Computation of extra duty pay for teachers holding a current teaching contract with the district shall be based on one of the schedules below. Schedule A shall have a beginning base equal to the base teacher salary plus \$1,000. Schedule B shall have a beginning base equal to the base teacher salary plus \$4,375. On both extra duty salary schedules step intervals shall match the intervals in first column of the Certified Staff Salary Schedule. Supplemental salaries will be frozen at Step 6.

Salaries for individuals not holding a current teaching contract with the district shall always be based on Step 0.

2007-08 Extra Duty Base Salaries

| <u>Salary Schedule A</u> | | <u>Salary Schedule B (added 5/05)</u> | |
|--------------------------|----------|---------------------------------------|----------|
| Step 0 | \$31,700 | Step 0 | \$35,075 |
| Step 1 | \$32,150 | Step 1 | \$35,525 |
| Step 2 | \$33,600 | Step 2 | \$35,975 |
| Step 3 | \$33,350 | Step 3 | \$36,725 |
| Step 4 | \$33,800 | Step 4 | \$37,175 |
| Step 5 | \$34,250 | Step 5 | \$37,625 |
| Step 6 | \$34,700 | Step 6 | \$38,075 |

Superintendent of Schools shall at his discretion, employ and negotiate percentage compensation, (final approval by Board of Education), as to all newly created positions within the first year of any new program, (allowable compensation as negotiated may not exceed that amount as paid to the highest paying position as shown on said Master Contract.) This will be inclusive of all coaching positions and all sponsor designated positions. This discretionary authority granted to superintendent, with final board approval, shall cease at the end of the contract year. Compensation for all newly created positions will automatically be placed on the agenda for the next negotiated agreement.

EXTRA PAY FOR EXTRA DUTIES (continued)

Extra Duty Percentages (revised 5/07)

Extra duty pay shall be based on Extra Duty Base Salary times percentage paid.

| HIGH SCHOOL: | Extra Duty % | Extra Duty Schedule |
|---|---------------------|----------------------------|
| Activities Director..... | 12.0% | B |
| Head Baseball Coach..... | 10.0% | B |
| Assistant Baseball Coach..... | 7.0% | B |
| Head Basketball Coach..... | 11.0% | B |
| Assistant Basketball Coach..... | 7.0% | B |
| Head Cross Country Coach..... | 7.0% | B |
| Assistant Cross Country Coach..... | 4.0% | B |
| Head Football Coach..... | 11.0% | B |
| Assistant Football Coach..... | 7.0% | B |
| Head Golf Coach..... | 7.0% | B |
| Assistant Golf Coach..... | 4.0% | B |
| Head Softball Coach..... | 10.0% | B |
| Assistant Softball Coach..... | 7.0% | B |
| Head Tennis Coach..... | 7.0% | B |
| Assistant Tennis Coach..... | 4.0% | B |
| Head Track Coach (HHS & HMS)..... | 11.0% | B |
| Assistant Track Coach (HHS & HMS)..... | 7.0% | B |
| Head Volleyball Coach..... | 11.0% | B |
| Assistant Volleyball Coach..... | 7.0% | B |
| Wrestling Coach..... | 10.0% | B |
| Assistant Wrestling Coach..... | 7.0% | B |
| Weight Room..... | 4.0% | A |
| Fall Weight Room Supervisor (SCW 7 – SCW 19)..... | 4.0% | A |
| Winter Weight Room Supervisor (SCW 20 - SCW 36)..... | 4.0% | A |
| Spring Weight Room Supervisor (SCW 37 - SCW 47)..... | 4.0% | A |
| Vocal Music..... | 10.0% | A |
| Instrumental Music..... | 10.0% | A |
| Debate..... | 8.0% | A |
| Forensics..... | 8.0% | A |
| Drama, Coordinator..... | 7.0% | A |
| Drama, Assistant..... | 4.0% | A |
| Student Council Sponsor..... | 4.0% | A |
| Yearbook..... | 8.0% | A |
| FCCLA Sponsor..... | 4.0% | A |
| Cheerleader Sponsor..... | 8.0% | A |
| Concession's Manager..... | 10.0% | A |
| FFA..... | 11.0% | A |
| Scholars' Bowl..... | 5.0% | A |
| Drill Team Sponsor..... | 4.0% | A |
| National Honor Society..... | 2.0% | A |
| Technology Facilitator..... | 7.0% | A |
| Freshman Class Sponsor..... | 2.0% | A |
| Sophomore Class Sponsor..... | 2.0% | A |
| Junior Class Sponsor..... | 6.0% | A |
| Senior Class Sponsor..... | 2.0% | A |
| Technology Student Association Sponsor..... | 4.0% | A |
| Chess Club..... | 4.0% | A |
| H-Club..... | 4.0% | A |
| Culture Club: Payment for Culture Club will be determined by amount contributed by anonymous donor to salary for this position. | | |
| MIDDLE SCHOOL: | | |
| Head Football Coach (HMS)..... | 8.5% | B |
| Assistant Football Coach (HMS)..... | 6.0% | B |
| Head Basketball Coach (HMS)..... | 8.5% | B |
| Assistant Basketball Coach (HMS)..... | 6.0% | B |
| Head Volleyball Coach (HMS)..... | 8.5% | B |
| Assistant Volleyball Coach (HMS)..... | 6.0% | B |
| Head Wrestling Coach..... | 3.5% | B |
| Assistant Wrestling Coach..... | 2.5% | B |

U.S.D. 410 Durham - Hillsboro - Lehigh 2007 - 2008 Salary Schedule

| Step | BS | BS + 10 | BS + 20 | BS + 30 | BS + 40 | BS + 50 | MS | MS + 10 | MS + 20 | MS + 30 | Step |
|------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------|
| 0 | \$ 30,700 | \$ 31,510 | \$ 32,320 | \$ 33,130 | \$ 33,940 | \$ 34,750 | \$ 35,040 | \$ 35,850 | \$ 36,660 | \$ 37,470 | 0 |
| 1 | 31,150 | 31,960 | 32,770 | 33,580 | 34,390 | 35,200 | 35,490 | 36,300 | 37,110 | 37,920 | 1 |
| 2 | 31,600 | 32,410 | 33,220 | 34,030 | 34,840 | 35,650 | 35,940 | 36,750 | 37,560 | 38,370 | 2 |
| 3 | 32,350 | 33,160 | 33,970 | 34,780 | 35,590 | 36,400 | 36,690 | 37,500 | 38,310 | 39,120 | 3 |
| 4 | 32,800 | 33,610 | 34,420 | 35,230 | 36,040 | 36,850 | 37,140 | 37,950 | 38,760 | 39,570 | 4 |
| 5 | 33,250 | 34,060 | 34,870 | 35,680 | 36,490 | 37,300 | 37,590 | 38,400 | 39,210 | 40,020 | 5 |
| 6 | 33,700 | 34,510 | 35,320 | 36,130 | 36,940 | 37,750 | 38,040 | 38,850 | 39,660 | 40,470 | 6 |
| 7 | 34,150 | 34,960 | 35,770 | 36,630 | 37,440 | 38,250 | 38,540 | 39,350 | 40,160 | 40,970 | 7 |
| 8 | | 35,410 | 36,220 | 37,130 | 37,940 | 38,750 | 39,040 | 39,850 | 40,660 | 41,470 | 8 |
| 9 | | 35,860 | 36,670 | 37,630 | 38,440 | 39,250 | 39,540 | 40,350 | 41,160 | 41,970 | 9 |
| 10 | | 36,310 | 37,120 | 38,130 | 38,940 | 39,750 | 40,040 | 40,850 | 41,660 | 42,470 | 10 |
| 11 | | | 37,570 | 38,630 | 39,440 | 40,250 | 40,540 | 41,350 | 42,160 | 42,970 | 11 |
| 12 | | | 38,020 | 39,130 | 39,940 | 40,750 | 41,040 | 41,850 | 42,660 | 43,470 | 12 |
| 13 | | | | 39,630 | 40,440 | 41,250 | 41,540 | 42,350 | 43,160 | 43,970 | 13 |
| 14 | | | | 40,405 | 41,215 | 42,025 | 42,315 | 43,125 | 43,935 | 44,745 | 14 |
| 15 | | | | | | | 42,815 | 43,625 | 44,435 | 45,245 | 15 |
| 16 | | | | | | | | 44,125 | 44,935 | 45,745 | 16 |
| 17 | | | | | | | | 44,625 | 45,435 | 46,245 | 17 |
| 18 | | | | | | | | | 45,935 | 46,745 | 18 |
| 19 | | | | | | | | | 46,435 | 47,245 | 19 |
| 20 | | | | | | | | | | 47,745 | 20 |
| 21 | | | | | | | | | | 48,545 | 21 |

**GRIEVANCE PROCEDURE APPENDIX
UNIFIED SCHOOL DISTRICT #410
GRIEVANCE REPORT FORM**

PROCEDURE: (2) (3) (4)
(Circle one to indicate level of grievance)

Date Filed _____

NAME OF GRIEVANT BUILDING ASSIGNMENT

- A. Date cause of grievance occurred:

- B. Relevant contract provisions, board policies, or administrative regulations or practices:

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

- D. Relief desired:

Signature: _____ Date: _____

Date Received: _____

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

Signature: _____ Date: _____

**CALCULATION WORKSHEET
EARLY RETIREMENT BENEFIT
U.S.D. 410**

(To be completed jointly by employee and superintendent of school)

Today's Date _____

Employee's Name _____ Date of Birth _____

Proposed Retirement Date _____ Current Age _____

Years of Employment: in Public Schools _____

 in U.S.D. 410 _____

Qualify for early notification stipend? (notice prior to April 26) _____ Yes _____ No

BENEFIT CALCULATION

Final Salary

A. _____

Total Early Retirement Benefit

B. _____

PAYMENTS OPTIONS

Option A

Annual Benefit

Year 1 (1/3 of above total benefit)

Year 2 (1/3 of above total benefit)

Year 3 (1/9 of above total benefit)

Year 4 (1/9 of above total benefit)

Year 5 (1/9 of above total benefit)

Option B

Annual Benefit

Year 1 (1/5 of above total benefit)

Year 2 (1/5 of above total benefit)

Year 3 (1/5 of above total benefit)

Year 4 (1/5 of above total benefit)

Year 5 (1/5 of above total benefit)

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The following is not part of the Master Contract, but is provided by the 2005-06 Interest Based Bargaining Team as informational and will be deleted from this document when appropriate.

Conversion of leave days from days to hours

Informational Only

The 2005-06 Interest Based Bargaining Team presents this information as a guide for converting leave days from leave to hours (see Master Contract Article V—Definition of Leave Days)

The following examples apply to the conversions when the FTE percentage remains the same from one year to the next year.

Full time employee – 90 Days Accumulated Sick Leave

| | | |
|------------------------------|--------|-------------|
| Sick Leave Days as of 7-1-05 | 90 | |
| Hours per Teacher Day | 6.50 | |
| Hours of Sick Leave | 585.00 | (90 x 6.50) |

Part time employee (56.4% FTE) – 90 Days Accumulated Sick Leave

| | | |
|------------------------------|--------|-----------------------------|
| Sick Leave Days as of 7-1-05 | 90 | |
| Hours per Teacher Day | 3.75 | (56.4% x 6.50 hours = 3.66) |
| Hours of Sick Leave | 337.50 | (90 x 3.75) |

Full time employee- 20 Days Accumulated Sick Leave

| | | |
|------------------------------|--------|-------------|
| Sick Leave Days as of 7-1-05 | 20 | |
| Hours per Teacher Day | 6.50 | |
| Hours of Sick Leave | 130.00 | (20 x 6.50) |

Part time employee (56.4% FTE) – 20 Days Accumulated Sick Leave

| | | |
|------------------------------|-------|----------------------------|
| Sick Leave Days as of 7-1-05 | 20 | |
| Hours per Teacher Day | 3.75 | (56.4% x 6.5 hours = 3.66) |
| Hours of Sick Leave | 75.00 | (20 x 3.75) |

Full time employee – 3 Days Accumulated Personal Leave

| | | |
|----------------------------------|-------|------------|
| Personal Leave Days as of 7-1-05 | 3 | |
| Hours per Teacher Day | 6.50 | |
| Hours of Personal Leave | 19.50 | (3 x 6.50) |

Part time employee (56.4% FTE) – 3 Days Accumulated Personal Leave

| | | |
|----------------------------------|-------|-----------------------------|
| Personal Leave Days as of 7-1-05 | 3 | |
| Hours per Teacher Day | 3.75 | (56.4% x 6.50 hours = 3.66) |
| Hours of Personal Leave | 11.25 | (3 x 3.75) |

The following example applies to the conversion when a teacher’s FTE percentage increases from one year to the next.

Employee Going from 50.0% FTE to Full-Time – 90 Days Accumulated Sick Leave

| | | |
|--|--------|-----------------------------|
| Sick Leave Days as of 7-1-05 | 90 | |
| Hours per Teacher Day (Prior Contract) | 3.25 | (50.0% x 6.50 hours = 3.25) |
| Hours of Sick Leave | 292.50 | (90 x 3.25) |

The following example applies to the conversion when a teacher’s FTE percentage decreases from one year to the next.

Employee Going from Full-Time to 50.0% FTE – 90 Days Accumulated Sick Leave

| | | |
|--------------------------------------|--------|-----------------------------|
| Sick Leave Days as of 7-1-05 | 90 | |
| Hours per Teacher Day (New Contract) | 3.25 | (50.0% x 6.50 hours = 3.25) |
| Hours of Sick Leave | 292.50 | (90 x 3.25) |

Agreement to Reopen Negotiations

Negotiations for the 2005-06 teacher contract will be reopened if on September 20th, the district’s adjusted general fund for 2005-06 exceeds \$4,225,000. The current projected adjusted general fund is \$4,157,826. The adjusted general fund is the district’s general fund less the dollars generated by special education weighting.