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PREAMBLE

This AGREEMENT negotiated and ratified by the BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 287, (hereinafter referred to as the "Board") and the WEST FRANKLIN TEACHERS ASSOCIATION, (hereinafter referred to as the "Association") shall be effective commencing July 1, 2011, and continuing through and including June 30, 2012. This agreement will replace all prior agreements.

WHEREAS, the Legislature of the State of Kansas has established a procedure for professional employees employed within the school district of the State of Kansas to organize and to select a representative for the purpose of professional negotiations, and the majority of the employees within the school district has designated the Association as their representative for professional negotiations; and

WHEREAS, the Board and its designated representatives have met with representatives of the Association and have considered, discussed and negotiated terms and conditions of professional services and

WHEREAS, this agreement shall be made a part of the individual contracts with the same force and effect as though fully set forth therein.

IT IS THEREFORE AGREED:

WEST FRANKLIN TEACHERS ASSOCIATION

WEST FRANKLIN BOARD OF EDUCATION

PRESIDENT: _____

PRESIDENT: _____

SECRETARY: _____

ATTEST:

CHIEF NEGOTIATOR:

Clerk of Board

NEGOTIATING TEAM:

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ARTICLE I. SALARY AND WAGE RELATED ITEMS:

A. See Attached Schedules.

B. Administration:

1. The schedule is applicable to all certified staff members except administrators.
2. Personnel will be placed on Step 1 with the number of hours at the completion of the BA.
3. Additional hours taken to move across the schedule need not be at the graduate level.
4. All non-graduate level hours obtained after employment must receive prior approval from the superintendent. These hours should enhance the teacher's particular skills and subject areas. The hours should also be compatible with the teacher's PDP (Professional Development Plan).
5. Increments will be given by advancement of one position on the schedule for each full year of teaching experience, subject to negotiations.
6. The Board of Education reserves the right to deal with exceptional cases as it may judge necessary.
7. Each new employee with experience is placed on the schedule at the judgment of the administration.
8. The Board of Education reserves the right to pay teachers upon initial employment a signing bonus of up to \$2,000.

C. Section 125 Cafeteria Salary Reduction Plan

There shall be available to each certified employee a Section 125 Cafeteria Salary Reduction Plan through a board approved company. Options available shall include any coverage offered by the approved company that meet the criteria of IRS 125 regulations and is approved by the Board of Education or its designee. The maximum amount of salary reduction allowed will be determined by the Section 125 Manager.

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D. Voluntary Salary Deduction Plan

1. The following tax-sheltered annuities, if available, will be offered to Certified employees under a Voluntary Salary Deduction Plan:
 - a) American Fidelity
 - b) Security Benefit Life
 - c) New York Life
 - d) Valic
 - e) Waddell & Reed
 - f) Fidelity Security Life
2. It will take the enrollment of six certified employees before a company will be authorized by the Board to participate. Once a tax-sheltered annuity has met the enrollment requirement, the annuity will continue to be offered even when the enrollment drops below six.
3. Also available under the Voluntary Salary Deduction Plan will be the American Fidelity Salary Protection Plan, if available, or any benefits available in Section 125 Cafeteria Plan.

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**WEST FRANKLIN USD #287
Teacher's Salary Schedule
2011-2012 School Year**

EXP	BA	BA+8	BA+15	BA+25	BA+40	MA	MA+15	MA+25
1-3	\$ 33,519	\$ 33,669	\$ 33,819	\$34,144	\$ 34,734	\$ 37,164	\$ 37,769	\$ 38,389
4	\$ 33,969	\$ 34,219	\$ 34,419	\$34,769	\$ 35,364	\$ 37,824	\$ 38,439	\$ 39,069
5	\$ 34,419	\$ 34,769	\$ 35,019	\$35,394	\$ 35,994	\$ 38,484	\$ 39,109	\$ 39,749
6	\$ 34,869	\$ 35,319	\$ 35,619	\$36,019	\$ 36,624	\$ 39,144	\$ 39,779	\$ 40,429
7	\$ 35,319	\$ 35,869	\$ 36,219	\$36,644	\$ 37,254	\$ 39,804	\$ 40,449	\$ 41,109
8	\$ 35,769	\$ 36,419	\$ 36,819	\$37,269	\$ 37,884	\$ 40,464	\$ 41,119	\$ 41,789
9		\$ 36,969	\$ 37,419	\$37,894	\$ 38,514	\$ 41,124	\$ 41,789	\$ 42,469
10		\$ 37,519	\$ 38,019	\$38,519	\$ 39,144	\$ 41,784	\$ 42,459	\$ 43,149
11		\$ 38,069	\$ 38,619	\$39,144	\$ 39,774	\$ 42,444	\$ 43,129	\$ 43,829
12		\$ 38,619	\$ 39,219	\$39,769	\$ 40,404	\$ 43,104	\$ 43,799	\$ 44,509
13		\$ 39,169	\$ 39,819	\$40,394	\$ 41,034	\$ 43,764	\$ 44,469	\$ 45,189
14			\$ 40,419	\$41,019	\$ 41,664	\$ 44,424	\$ 45,139	\$ 45,869
15			\$ 41,019	\$41,644	\$ 42,294	\$ 45,084	\$ 45,809	\$ 46,549
16			\$ 41,619	\$42,269	\$ 42,924	\$ 45,744	\$ 46,479	\$ 47,229
17				\$42,894	\$ 43,554	\$ 46,404	\$ 47,149	\$ 47,909
18				\$43,519	\$ 44,184	\$ 47,064	\$ 47,819	\$ 48,589
19				\$44,144	\$ 44,814	\$ 47,724	\$ 48,489	\$ 49,269
20					\$ 45,444	\$ 48,384	\$ 49,159	\$ 49,949
21					\$ 46,074	\$ 49,044	\$ 49,829	\$ 50,629
22					\$ 46,704	\$ 49,704	\$ 50,499	\$ 51,309
					1.040	1.045	1.050	1.055
23					\$ 48,572	\$ 51,941	\$ 53,024	\$ 54,131

Ratified by Board of Education: 6/13/11

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SUPPLEMENTAL PAY SCHEDULE	Base:	28,500	5+ Years
<u>Athletics (Seasonal)</u>			10.00%
Head HS Football & Basketball Coach	13.00%	3705.00	4075.50
Assistant High School Basketball Coach	8.00%	2280.00	2508.00
Assistant High School Football Coach	7.70%	2194.50	2413.95
Head HS VB, Track, Baseball, Softball Coaches	12.00%	3420.00	3762.00
Asst HS VB, Track, Baseball, Softball Coaches	7.50%	2137.50	2351.25
Head HS CC, Golf	11.00%	3135.00	3448.50
<u>Middle School</u>			
** Head MS VB, FB & Track Coaches	8.50%	2422.50	2664.75
** Asst MS VB, FB & Track Coaches	4.50%	1282.50	1410.75
** Head MS Basketball Coaches	9.00%	2565.00	2821.50
** Assistant MS Basketball Coaches	5.00%	1425.00	1567.50
High School Pep Club & Cheerleader	9.00%	2565.00	2821.50
High School Drill Team	4.00%	1140.00	1254.00
Powerlifting	1.00%	285.00	313.50
<u>Activities (Academic Year)</u>			
M.S. Athletic Director (with or without planning period)		1800.00	1800.00
H.S. Athletic Director (with or without planning period)		3600.00	3600.00
* Senior Class Sponsor	3.00%	855.00	940.50
* Junior Class Sponsor	3.00%	855.00	940.50
High School STUCO	3.00%	855.00	940.50
Middle School STUCO	1.00%	285.00	313.50
N.H.S.	2.00%	570.00	627.00
^ HS Yearbook	2.75%	783.75	862.13
^ HS Newspaper	2.00%	570.00	627.00
# F.B.L.A.	8.00%	2280.00	2508.00
# Assistant F.B.L.A.	4.00%	1140.00	1254.00
# F.C.C.L.A.	8.00%	2280.00	2508.00
# Assistant F.C.C.L.A.	4.00%	1140.00	1254.00
# F.F.A.	8.00%	2280.00	2508.00
# Assistant F.F.A.	4.00%	1140.00	1254.00
^ High School Instrumental Music	8.00%	2280.00	2508.00
^ High School Vocal Music	3.00%	855.00	940.50
Bldg Webmaster	2.00%	570.00	627.00
AM Duty	3.00%	855.00	940.50
PM Duty	3.00%	855.00	940.50
PDC Chairperson		1000.00	1000.00
Junior High Kayettes/KAYS	2.00%	570.00	627.00
^ Elementary Vocal Music	1.50%	427.50	470.25
Literacy Coach		1000.00	1000.00
Mentor Teachers		1000.00	1000.00
<u>Activities (Seasonal)</u>			
HS Three Act Play	6.00%	1710.00	1881.00
Forensics	7.50%	2137.50	2351.25
Scholar's Bowl	6.50%	1852.50	2037.75
Math Contests	1.00%	285.00	313.50
Spelling Contests	1.00%	285.00	313.50
Junior High Quiz Bowl	2.00%	570.00	627.00
Junior High Play	1.00%	285.00	313.50
Summer Driver's Ed	15.00%	4275.00	4702.50

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Although compensated as an extra duty, these activities are technically considered part of the teacher contract:

- High School Yearbook
- High School Newspaper
- High School Instrumental Music
- High School Vocal Music
- Elementary Vocal Music

When senior class and/or junior class contains 30 or more students on the district official enrollment count, two sponsors will be paid 3% each.

All vocational organization sponsors, Future Business Leaders of America (FBLA), Family Career & Community Leaders of America (FCCLA), and Future Farmers of America (FFA), will be paid 8.0% of the base salary. When membership in a vocational organization reaches 50 members, an assistant sponsor may be hired at 4% of the base salary.

A person who supervises the same U.S.D. 287 extra duty activity at any level, at any attendance center for five or more years will receive an additional compensation equal to 10% of his/her extra duty pay for that activity. This sponsorship will be cumulative regardless of attendance center served. This practice will continue yearly as long as the teacher performs that extra duty activity.

WHEN ANY ACTIVITY IS SPONSORED BY MORE THAN ONE PERSON, THE % WILL BE DIVIDED, WITH THE EXCEPTION OF JUNIOR AND SENIOR CLASS SPONSORS AND VOCATIONAL ORGANIZATION SPONSORS, AS SPECIFIED ABOVE.

EXTENDED CONTRACTS:

The Board shall determine the number of days extended for which a teacher is employed. The extended duty days shall not be a part of the primary contract. The extended days to be worked shall be pre-approved by the principal and superintendent.

The Board may increase, decrease or eliminate the number of extended duty days in a teacher's contract as the Board deems in the district's best interest. The teacher will be notified in writing on or before May 1 of the number of extended contract days to be assigned for the following school year.

Teachers employed for a term in excess of the normal duty year will be paid equal to a per diem rate of that teacher's daily pay as found on the salary schedule.

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Compensation for Adult Worker's at home Athletic Events:

Football:

Clock Operator	(1 person)	\$20.00/game
Official Bookkeeper	(1 person)	\$15.00/game
Gatekeeper		\$17.50/1-2 games
Athletic Supervising Assistant		\$15.00/game
Play by Play		\$20.00/game

Volleyball

Clock Operator	(1 person)	\$ 8.50/match
		\$10.00 match after 3 matches
Official Bookkeeper	(1 person)	\$ 8.50/match
		\$10.00 match after 3 matches
Gatekeepers		\$ 8.50/match
		\$10.00 match after 3 matches
High School Varsity Line Judges (2 people per match)		\$ 8.50/match
		\$10.00 match after 3 matches
Athletic Supervising Assistant		\$ 8.50/match
		\$10.00 match after 3 matches

Basketball

Clock Operator	(1 person)	\$12.50/game
Official Bookkeeper	(1 person)	\$12.50/game
Gatekeeper		\$15.00/1-2 games
		\$17.50/3 games
Athletic Supervising Assistant		\$12.50/game

Concession Stand:

Sponsor		\$15.00/night
		per contracted sponsor
		\$30.00/for an all day tourney
		or event per contracted sponsor

Baseball/Softball

Official Bookkeeper	(1 person)	\$ 5.00/game
Gatekeeper		\$ 7.50/1-2 games
		\$10.00/3 games
Scoreboard Operator		\$10.00/game
Athletic Supervising Assistant		\$ 5.00/game

***Payment of non-contract extra duty to be paid twice a year:
November & June by means of a separate check.

E. PLANNING PERIOD

All classroom teachers and Title I/Skills Lab teachers will be given a daily planning period within the statutory instructional day. A planning time will constitute a period when the teacher is not assigned or required to instruct or supervise students without choice. All K-5 classroom planning periods will be daily periods of consecutive time of not less than 50 minutes. All other teachers will have a minimum of 225 minutes a week in blocks of not less than 20 minutes. If a classroom teacher or Title I/ Skills Lab teacher is requested by the administration to teach a full schedule, the teacher will be given the choice of receiving the planning period or being compensated at the full schedule rate of \$1800 per year.

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- E1. Within a two week period, those schools using block scheduling will provide a minimum of 450 minutes of preparation time for each teacher.
- E2. If a teacher requests a change in his/her schedule, resulting in the loss of plan time, a written request must be given to the principal. A copy of the request must be sent to the superintendent and the WFTA President. The teacher understands there will be no additional compensation for the loss of plan time. The superintendent must approve the request prior to the change being implemented.

F. ASSIGNMENT TO DUTY:

When a teacher is requested to take an additional class, by the administration, that teacher shall be reimbursed at the rate of \$15.00 (Fifteen Dollars) per hour. An hour shall mean one standard Senior High class period. Teachers who substitute for a period of time less than one (1) hour but a minimum of one full class period of twenty (20) minutes or more shall be compensated on a pro rata basis.

G. LUNCH ROOM DUTY:

Each school's administrator will devise a lunch room duty schedule fitting for that school's needs. Lunchroom supervisors of multiple classes will be compensated at a rate of \$6 per day. Any teacher who specifically desires to supervise his/her own class every day will receive the monetary reimbursement equal to the price of the meal. Teachers supervising his/her class every day are not eligible for the \$6 supervisor rate. No mandatory meetings may be scheduled during a teacher's lunch period. A teacher's lunch period shall be a minimum of 20 minutes.

H. PAY FOR PART TIME TEACHERS:

The following guidelines apply to teachers who are contracted to teach less than full-time for the district:

- (1) Compensation for a part-time teacher shall be prorated based on the salary he/she would earn being a full-time employee. To calculate the percentage of part-time employment, the superintendent will figure the total number of minutes that the teacher is contracted daily to be on the job and divide that by the total minutes required daily of a full-time teacher. (This includes 20 minutes prior to commencement of class activities and 20 minutes at the end of the part-time teacher's day.)
- (2) Part-time teachers shall be provided planning time at the same percentage as their contract percentage.
- (3) Part-time teachers who teach through the noon hour will be provided a lunch period.
- (4) Part-time teachers shall be expected, as part of the employment contract, to attend all faculty meetings, in-service requirements, and work days/parent teacher conferences, even if

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said meetings occur beyond the pro-rated work time. A supplemental \$300 will be added to a part-time teacher's contract as compensation for this extra time.

- (5) All leave and benefits shall accrue and be payable in the same proportion of the part-time contract. However, an employee must work 25 hours per week to be eligible for Blue Cross/Blue Shield.
- ◆ 1-a actual teaching time + 20 minutes prior to class + 20 minutes at the end of the part-time teacher's day divided by minutes in contract day = % of full time for determining plan time.
 - ◆ 2-a actual teaching time + 20 minutes prior to class + plan time + 20 minutes at the end of the part-time teacher's day divided by minutes in contract day = % of full time contract.
 - ◆ 4-a \$300.00 supplement. (If teacher is on a time card, the time card is not used on work days, parent-teacher conferences, in-service days, or faculty meetings. The \$300.00 covers this.)

I. DOCKING OF PAY:

When it is necessary to dock pay for a teacher's absence beyond accumulated leave, the amount subtracted will be equal to that paid to the substitute when that absence is an emergency. The emergency must contain two elements: first, it must be unforeseen; second, it must require immediate action.

Within five (5) days after the emergency, the teacher shall submit to the building principal a written statement listing the reasons for the absence and requesting the absence be approved as an emergency.

When it is necessary to dock pay for a teacher's absence beyond accumulated leave and the absence is not an emergency, the amount subtracted will be equal to a full day's pay. Nothing in the section will mitigate the administration's authority to discipline the employee for being absent from duty without an authorized reason.

When it is necessary to dock pay for extra duty compensation for a teacher's absence beyond accumulated leave, the amount subtracted will be proportionate to the number of calendar days missed for the activity. Estimated deductions per day of absence for sports are:

HSBVB & HSFB	1/53-57
HSBB	1/70-74
HSTR & HSCC	1/52-56
JHFT & JHVB	1/43-47
JHBB	1/68-72
JHTR	1/40-44

All other extra duty losses will be computed in a similar manner.

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J. DIRECT DEPOSIT OF PAYCHECK

Each staff member may have his/her paycheck directly deposited to the bank of his/her choice providing the designated bank participates in electronic deposit.

K. PAYMENT FOR REQUIRED COLLABORATIVE TIME

Teachers shall be reimbursed at the rate of \$10 per hour for any collaborative planning which they are required to attend outside the contracted day if that meeting requires that they have a teacher's certificate. Collaborative plan is defined as a meeting authorized by the principal that has a written agenda and is called for the purpose of a discussion of specific student issues and programming, discussion of instructional integration across disciplines, or NCA committee or NCA individual work. The meeting will be held outside the instructional day, with minutes kept of the meeting. Teachers will be responsible for documenting their time used for collaboration. Building administrators will be required to approve these hours before payment. Teachers will only be paid up to ten (10) hours per month regardless of the hours spent in collaboration time. Payment will be issued twice yearly; November and June with separate checks.

ARTICLE II. LEAVES AND IN SERVICE

A. LEAVE:

The Board shall allow 10 days discretionary leave each year. Unused discretionary leave is noncumulative, but may accumulate as sick leave. At the end of the contract year any teacher having accumulated more than 60 days sick leave, shall be reimbursed at the rate of at the lesser amount presently paid for a substitute teacher per day for all days in excess of 60 days.

1. Discretionary leave may be used for sick leave or for the conduct of personal business which cannot be reasonably conducted during hours when school is not in session. Teachers shall properly file a form of notification in advance of a temporary leave for personal business. Teachers shall neither take temporary leaves for personal business on days immediately before or after Board negotiated non-working days or on in-service days or parent/teacher conference days nor during the first and last weeks of the school year except in cases of extenuating circumstances when authorized by the principal. Those to whom such leave is granted will be required to forfeit two (2) discretionary days for each day granted.
2. An employee, certified or classified, may transfer any or all unused sick leave to another certified or classified employee when the affected employee has exhausted his/her accumulated sick leave. This would only be allowed at the request of the employee who has the sick leave to give, and also the approval of the Board.

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3. For each day that a teacher receives compensation for disability under the compensable illness or accident arising out of or in the course of employment, the teacher's sick leave salary shall be reduced by the amount of worker's compensation disability payment received by that teacher.

(If any provisions of the agreement are contrary to or in violation of the Family Medical Leave Act of 1993, the provisions of the Family Medical Leave Act shall take precedence.)

B. EXTENDED ILLNESS:

A teacher who is unable to teach because of personal illness may be granted an extended leave of absence for up to twelve months from the date of the approved extended leave. Such leave shall be without pay or benefits, except as may be required by law (see Leave-Family Medical Act-Personnel Manual). Pay reduction shall be computed in accordance with Article I, Section I, paragraph 3. In the event the illness extends beyond the 12 week period as described in the Family Medical Leave Act, the employee shall be allowed to remain in the district's health insurance plan. The employee shall be responsible for the entire premium. The cost of the premium shall be paid to the Board Clerk by the 25th of the month.

1. Leave Application

To be granted extended illness leave, a letter of application must be made to the board of education. The leave requires a statement from a licensed physician which identifies the diagnosis and prognosis of the illness, and attests to the characteristic of the illness that prevents the teacher from continuing his/her teaching duties. The district will retain the right to obtain additional information about how the illness related to the teacher's inability to perform his/her responsibilities, including requesting a second opinion from a physician of the district's choice. If the district exercise its right to obtain a second opinion, all medical costs associated with the second opinion will be the responsibility of the district.

If a teacher on extended illness leave becomes eligible for disability benefits and/or Medicare, he/she is required to notify the district's business office immediately.

1. Reinstatement

When a teacher on extended illness leave is able to return to work, it will be necessary to provide a written release from a physician which indicates the teacher is able to resume his/her job responsibilities. The district retains rights for a second opinion from a physician of its choosing under the same conditions in item a. above.

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Upon return, the district will attempt to place the teacher in an assignment similar to the one held prior to the extended leave. However, the district retains the right of assignment and may modify the assignment of the teacher from that held at the time of the leave (but not the amount of contract time).

Upon return, the teacher shall retain tenure, salary schedule placement and eligibility for the district's early retirement program at the same level as at the time the teacher left active employment. No additional benefits in any of the preceding areas shall accrue to the teacher during an extended leave of absence.

C. FUNERAL LEAVE:

In the event of the death of a family member, the certified employee shall be granted funeral leave. Funeral leave shall range from one (1) day to a maximum of three (3) working days for each occurrence. A family member shall include the children, grandchildren, parents, spouse, grandparents, brothers, sisters, or the same relation to your spouse. A dependant totally under the employee's care will qualify under this provision. Funeral leave in excess of three (3) working days shall be considered as leave without pay unless the employee elects to use personal leave. If funeral leave and personal leave are exhausted, an employee may elect to use sick leave.

D. CIVIL LEAVE:

(1) Civil Leave With Pay:

(a) An employee shall be given necessary time off with pay (the difference between regular pay and pay received for performing civil duties) when:

[1] Performing or appearing for jury duty;

[2] Appearing in court as a witness in answer to a subpoena when in an official capacity in connection with USD 287 or as an expert witness either because of professional or observed knowledge;

(b) Employees granted civil leave shall surrender such pay, less mileage, that has been awarded for civil duties to USD 287, in order to receive his/her regular pay.

(2) Civil Leave Without Pay:

An employee who is involved in court either as a plaintiff, defendant, or witness in a case not resulting from his/her duties with USD 287, may be granted leave without pay unless the employee elects to utilize any available personal leave.

E. PROFESSIONAL DEVELOPMENT

Recognizing the importance of results based staff development, the parties agree to establish a Professional Development Council (PDC) which shall ascertain the staff development needs of the teachers and develop a district plan based on individual building's school improvement plans.

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The Council will also approve Professional Development Plans (PDP's) and award points for recertification and or salary movement/ placement for returning and newly-employed certified employees. The Council shall consist of two (2) administrators and two (2) teachers from each attendance center. (See PDC Manual for specific information.)

A maximum of three (3) days may be used by each employee for his/her improvement. Professional improvement days may be used for professional staff development including association business. The time and place of the professional staff development shall be approved by his/her principal at least one week in advance of his/her absence. These days will not be charged to sick leave or personal leave.

ARTICLE III. RELEASE FROM CONTRACTS

Certified personnel requesting release from his/her contract may be released on the recommendation of the Superintendent of Schools and the approval of the Board upon securing a highly qualified teacher. A highly qualified teacher must hold a minimum of a Bachelor's degree, be certified or licensed in his/her teaching areas and demonstrate subject area and performance competencies in each of the academic subjects taught.

ARTICLE IV. REDUCTION IN FORCE POLICY

If it should be necessary to reduce staff because of declining enrollments curriculum changes, or economics, the Board will consider these factors. These factors are not in order of priority.

- seniority;
- needs of the district;
- teacher effectiveness as determined by the evaluation process;
- certification;
- total experience;

Seniority shall be determined by the date when the Board first agreed to employ the teacher as shown in the Board minutes.

Prior to layoff, the Board shall place the employees to be laid off in other available teaching positions for which they are certified or willing to become certified.

ARTICLE V-1. HORIZONTAL MOVEMENT NOTIFICATION

Teachers intending to complete course work to make horizontal movement on the salary schedule will notify the Superintendent in writing of such intent prior to **April 1**, in order to make such movement the following school year. The course work must be completed and evidence provided to the central office prior to September 1. Acceptable evidence includes transcripts, grade reports, and/or written verification by the institute of higher learning.

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Any college hours (graduate and/or undergraduate) that are accepted for a teacher's recertification shall also be credited towards horizontal movement on the salary schedule.

Once a teacher earns an advanced degree (either masters or doctorate), he/she shall not be credited with any hours accumulated prior to that degree. For example, if a teacher is in the column BA +25 and then earns a master degree, he/she shall only move across the MA column.

ARTICLE V-2. CAREER ADVANCEMENT

A. It is beneficial to the School District and the individual teachers to receive advanced degrees or additional areas of certification.

Any teacher that receives a specialist degree or doctorate degree will receive a one-time compensation of \$500.00 (five hundred dollars) upon completion of such a degree. Additionally, a teacher receiving certification in an area or level not previously certified will receive a one-time compensation of \$250.00 (two hundred fifty dollars) upon receipt of such certification.

Upon advanced written request of the Superintendent, a teacher receiving additional certification in an area or level not previously certificated, will receive a one-time compensation of \$1,000.00 (one thousand dollars) (in lieu of \$250.00) upon receipt of such certification.

B. The parties understand that a schedule of in service credits have been accepted by the State Department of Education whereby a certified employee may sign up and take the approved in service credit work and, as a result thereof, points will be awarded to that certified employee based on the State Department of Education's schedule of in service credits. In service credit approved through the district in service plan will count toward salary schedule advancement when said in service credits are attended outside of the duty day. Movement on the salary schedule to the Masters column will require a Masters degree granted by an accredited university. All in service credit approved through the district in service plan will count toward recertification.

ARTICLE VI. LENGTH OF DAY

AM or *PM* Supervisors will be added to the Extra Duty Schedule at 3%. This duty would be for a maximum of 30 minutes at the beginning or end of the student school day. If more than one teacher wants the same position, the percentage will be proportionately divided.

A teacher's work day shall be no more than 7 hours and 50 minutes which shall include plan time (see article IE) and a duty free lunch (see article IG). Teachers shall be in school and accessible to students and parents 20 minutes before the start and after the conclusion of the student day. All teachers may leave 10 minutes after dismissal on Fridays.

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ARTICLE VII. ASSOCIATIONS RIGHTS

A. ACCESS TO BUILDINGS

The Association may use the building for meetings without charge. The responsibility of cleaning the area before and after will be the Association's. In addition, the Association will make sure the doors are secured following the building's usage.

B. BULLETIN BOARD USAGE

In each building's staff lounge a bulletin board will be available on which notices may be placed by the Association's officers or its representatives.

C. MAIL SERVICE

Teacher mail boxes may be used by the Association's officers or representatives for the distribution of materials as allowed by Federal Law.

D. USE OF EQUIPMENT

The Association may use the school office equipment when such equipment is not otherwise in use. It will be expected that reasonable limits will be exercised by the Association at all times during the equipment's usage.

ARTICLE VIII. RETIREMENT INCENTIVE (403b)

Teachers who are eligible for retirement, as stipulated below, and who submit a letter of retirement (resignation) to the superintendent, prior to **September 1** of the school year in which they will retire, will receive a one-time payment of \$750 to be dispersed equally into their twelve monthly checks, starting in September and ending in August of that school year.

Teachers who are eligible for retirement, as stipulated below, and who submit a letter of retirement (resignation) to the superintendent, prior to January 5, 2012, will receive a one-time payment of \$10,000 to be paid by June 30, 2012. This provision is effective November 15, 2011 and will expire at 12:00 pm (noon) on January 5, 2012.

Payment for Accumulated Sick Leave: Upon retirement, the total unused accumulated sick leave shall be paid the lesser amount presently paid for a substitute teacher per day.

Employees of West Franklin USD # 287 are, under certain conditions, eligible for early retirement benefits. Benefits provided under this policy shall not be cancelable or altered during the assigned benefit period for any employee who had provided official notice of intent to participate or who is a participant.

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

To be eligible for early retirement benefits, an employee must be a

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vested member of the Kansas Public Employees Retirement System (KPERS) and meet the criteria of one of the following Categories of Employees.

A. CATEGORIES OF EMPLOYEES

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

Category 1: Employees who have acquired eighty-five KPERS retirement points (a combination of age and KPERS service that adds to 85), and who have been in the USD 287 school district 10-14 years.

Category 2: Employees who have acquired eighty-five KPERS retirement points (a combination of age and KPERS service that adds to 85), and who have been in the USD 287 school district 15 or more years.

B. BENEFITS

Designated Yearly Benefits will be paid annually in September. Benefits will be provided in conformance with the Designated Yearly Benefits percentage, as provided for either in Category 1 or Category 2 of this policy, whichever shall apply, as related to the year of retirement. This policy begins with certified employees who have retired beginning in the 05/06 school year. All past retirees fall under the previous agreement.

Payments will be invested in an Employer Contributory 403(b) Plan established for the retiree, with the Security Benefit Group. Assets in the Plan will be subject to the regulations under IRC Section 403(b). The retiree may choose to leave the assets in the account and withdraw them at a later date or choose to withdraw the assets from the account immediately after the account is established.

If the retiree has attained age 55 during the calendar year of separation from service, assets withdrawn will be subject to the applicable State and Federal taxes.

If the employee has not attained age 55 during the calendar year of separation from service, assets withdrawn prior to attainment of age 59 1/2 will be subject to the IRS ten percent early withdrawal penalty in addition to the applicable State and Federal taxes.

All Designated Yearly Benefits under this policy will continue until:

1. the employee becomes 65 years of age, at which the last annual payment will be pro-rated through the birthday month, or
2. if death should occur to the recipient during this agreement, the Board of Education will honor said agreement for that calendar year only.

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The following percentages shall be used to calculate Designated Yearly Benefits under this policy:

Category 1

1st year: 10% of base salary on salary schedule as of Sept 1 of the year of retirement
2nd year: 10% of base salary on salary schedule as of Sept 1 of the year of retirement
3rd year: 10% of base salary on salary schedule as of Sept 1 of the year of retirement
4th year: 10% of base salary on salary schedule as of Sept 1 of the year of retirement
5th year: 10% of base salary on salary schedule as of Sept 1 of the year of retirement

Category 2

1st year: 16.5% of base salary on salary schedule as of Sept 1 of the year of retirement
2nd year: 16.5% of base salary on salary schedule as of Sept 1 of the year of retirement
3rd year: 16.5% of base salary on salary schedule as of Sept 1 of the year of retirement
4th year: 16.5% of base salary on salary schedule as of Sept 1 of the year of retirement
5th year: 16.5% of base salary on salary schedule as of Sept 1 of the year of retirement

For purpose of this policy, "Year of Retirement" refers to any continuous twelve-month period.

ARTICLE IX. OPENINGS AND/OR TRANSFERS WITHIN THE DISTRICT

Teaching and extra-duty vacancies or openings will be posted in each attendance center in the district for at least five working days before the position is filled. If an emergency vacancy should arise that position may be filled temporarily while the opening is posted in each attendance center in the district for at least five working days before the position is permanently filled.

ARTICLE X. HANDBOOKS

Teachers will be given the opportunity for input into the development of handbooks.

ARTICLE XI. NEGOTIATIONS PROCEDURAL

There will be no limitations upon the number of items to be negotiated by either party.

ARTICLE XII. EVALUATION INSTRUMENT

An evaluation form and procedure to be used with all certified personnel as recommended by the district evaluation committee shall be adopted.

The district evaluation committee shall review the instrument after one year and periodically thereafter.

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ARTICLE XIII. SCHOOL CALENDAR

The total number of days in a teacher's contract is **184**. The calendar for the 2011-2012 school year was adopted with (170) classroom days and (8) full staff development days and (4) three-hour in-service days. There is one parent conference day in the fall**. Building principals, after conferring with teachers, may choose to use the second fall parent conference day and/or the spring parent conference day as staff development days.

**** October 19: AM - Regular Teaching; Early Dismissal at 12:30 PM; Staff Development from 12:30-3:30 PM; Parent/Teacher Conferences 4:00-8:00 PM.**

**** October 20: Staff Development/Parent-Teacher Conferences 8:00 AM to 7:00 PM.**

**** October 21: No School (compensation day).**

There are (5) work days in the calendar. One day is scheduled in August. The remaining (4) are scheduled at the end of each nine week period. All work days are contract days.

ARTICLE XIV. ACTING ADMINISTRATOR

When a certified staff member is requested to be acting principal in the absence of the principal, the staff member will be compensated at an additional \$10 (Ten Dollars) per hour. The acting principal must maintain a log of hours and duties spent performing as the principal, have it approved by the principal, and submit to the central office for payment in November and May.

In the event a sub is provided for the acting principal, the acting principal will still be paid \$10.00 (Ten Dollars) per hour.

ARTICLE XV. IN-SERVICE REMUNERATION:

When a certified staff member makes an in-service presentation, in or out of district, and it is approved in advance by the principal, that individual will be compensated an additional \$50 (Fifty dollars) per day or fraction of a day. Presenters will not be charged sick or professional leave.

ARTICLE XVI. DEFINED BENEFIT:

The Board will provide a single policy of health insurance from a Board selected health insurance program, or the monetary equivalent towards a policy covering the employee and other members of the employee's family with the same company.

An employee must be under contract a minimum of 25 hours per week to be eligible for the defined benefits.

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ARTICLE XVII. GRIEVANCES:

A. Purpose

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of Unified School District No. 287, Franklin County, Kansas, at the lowest level.

B. Definitions

(a) Grievance shall mean any alleged violation of the terms and conditions of an employee's contract of employment.

(b) "Grievant" means an employee of the Unified School District No. 287, Franklin County, Kansas, having a grievance.

C. Procedure

In General. The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limit prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom his grievance is being considered.

Level 1 A grievant shall first take up his grievance with his immediate administrative superior in informal conference(s) within fifteen (15) school days after the occurrence of the event upon which a grievance is based or after the grievant becomes aware of such event. If the employee is dissatisfied with the outcome of the initial conference(s), he may request a formal conference with his immediate supervisor. Every effort should be made to develop an understanding of the facts and issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten school days of the last informal conference.

Level 2 In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level 1, or in the event that no decision is reached within ten (10) school days after a formal presentation, he may appeal the matter in writing to the superintendent of schools.

If the grievant appeals the grievance to the superintendent, the superintendent or his designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) school days after the appeal has been received by the superintendent.

Level 3 If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within twenty (20) school days after the date the grievance was filed with the superintendent or his/her designated representative under Level 2, then the grievant may appeal the grievance to the board for the purpose of final adjustment of the grievance by submitting a written request to the clerk of the board within ten (10) school

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days after the superintendent or his/her designated representative has rendered a decision or after the expiration of said twenty (20) days.

The board shall follow the rules below:

The board, upon receipt of a complaint or grievance, may assign a hearing officer to hear such complaint or grievance and make findings and recommendations to the board. Such findings and recommendations shall be made to the board within 10 days after the complaint or grievance has been assigned to the hearing officer. The board shall rule upon such complaint or grievance within thirty (30) school days after receipt of the findings and recommendations of the hearing officer.

D. Rules for Conducting a Grievance Procedure Hearing at Level 3

- (1) The hearing will be conducted in executive session.
- (2) Efforts will be made by all participants to eliminate repetitious testimony and/or materials to the board; however, each participant will be given reasonable time to present his testimony and/or materials.
- (3) The grievant will make its opening remarks and present his case.
- (4) The administration will make its opening remarks and present its findings in the case.
- (5) Witnesses will be called individually by the grievant and administration to testify before the board. The board may call additional witnesses and may authorize witnesses being called as a group.
- (6) The grievant and the administration may ask questions of the witnesses during the time they are testifying.
- (7) Members of the board may ask questions of all participants during the hearing.
- (8) A summary statement may be made to the board by the grievant at this time.
- (9) A summary statement may be made to the board by the administration at this time.
- (10) Any new material injected into any summary statement may be rebutted.
- (11) The board will take the matter of the grievance under advisement and render its decision in written form to the grievant within 45 days of the hearing.
- (12) The decision rendered by the board shall be the final disposition of any grievance.

E. Supplemental Conditions

- (1) All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
- (2) Upon the final determination of the grievance, the documents, communications and records relating thereto, excepting a record of the grievance and the final adjustment thereof and excepting records required by law to be kept and maintained, shall be destroyed.

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- (3) At each step of the procedure, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.
- (4) All grievance hearings shall be confidential.
- (5) All discussions and hearings shall be conducted at times other than when school is in session.
- (6) Excluded from the grievance procedure shall be matters for which law mandates another method of review.
- (7) Only the employee affected may file a grievance or an appeal from Levels one (1) and two (2).
- (8) The filing of a grievance at all levels beyond the informal conference in Level one (1) shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date and place of the event or act and the names and addresses of any witnesses thereto.