

2008-2009
USD 341
Board - Teacher
Negotiated
Agreement



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BOARD-TEACHER NEGOTIATED AGREEMENT
2008-2009

This Agreement made and entered by and between the BOARD OF EDUCATION UNIFIED SCHOOL DISTRICT 341, hereinafter referred to as the "Board" and the OSKALOOSA EDUCATION ASSOCIATION, hereinafter referred to as the "Association."

This Agreement is entered into by the Board and the Association in compliance with all applicable laws of the United States, State of Kansas and regulations of the State Department of Education.

The Oskaloosa Education Association is recognized as the sole bargaining agent for the teachers of USD 341.

The negotiations process provides a vehicle for the Board of Education and the Certified Staff to exchange ideas and proposals that will ultimately improve student learning in the district. The Board and Certified Staff will relentlessly pursue language in the Negotiated Agreement that will lead to improved student learning.

Negotiations will mature into a process that provides the district with recognition as a quality organization. The development of a quality organization recognizes the genuine worth of all people and ideas. The negotiations process will be based on a sense of cooperation, and a commitment to quality student learning.

SECTION 1 - SCOPE OF THE AGREEMENT

It is the intent and purpose of the Board and the Association that this Agreement shall (1) promote and improve the relationship between the Board and the Association, and (2) set forth the terms of employment to be observed between the parties.

The Board and the Association acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations as specified in K.S.A. 72-5413 through 72-5431. The understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the written provisions of this Agreement.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such a provision or application shall not be deemed valid or substituting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Superintendent and Association shall enter into discussion and present at the next scheduled Board meeting a joint recommendation to replace any provision found to be contrary to law.

The written provisions of this document constitute agreement reached between the parties within the scope of collective bargaining. If the need arises the negotiation teams will meet within 30 calendar days of receipt of written notice to clarify the intent of the master agreement.

It is understood and agreed that during the term of this Agreement, the Board retains the power to exclusively manage and control the USD 341 as expressly granted by statute. The only limitation on any right of the Board shall be by law or by specific provision of this Agreement. Any right reserved herein shall not be used for the purpose of discrimination against any teacher.

SECTION 2 - DEFINITION OF TEACHER

The term "teacher" as used herein shall be interpreted to include all employees licensed by the Kansas Department of Education excluding administrators and substitutes.

SECTION 3 - DURATION OF AGREEMENT

This Agreement shall govern the rights, as provided in this Agreement, of the Board and the Association during the effective period from July 1, 2008 through June 30, 2009, and shall not be extended, amended or modified except by the express agreement of both parties, in writing.

SECTION 4 - GENDER

Where appropriate in this Agreement, words used in the singular may be read in the plural, words used in plural may be read in the singular, and the masculine and feminine gender will be used to refer equally to each other.

SECTION 5 - INDIVIDUAL TEACHING CONTRACT

This Agreement will be made available to teachers on the District's website within thirty (30) days after the agreement is ratified.

SECTION 6 - WORK YEAR

The contract shall be in full force and effect for 188 days of employment for each year of this Agreement, to include a maximum of 184 days when students are in attendance and a minimum of five days devoted to professional activities as directed by the Superintendent.

Teachers newly hired by the district will have a contract of 190 days. The additional days will be used at the discretion of the Administration for the purpose of orientation. Tenured teachers who assist in orientation will be paid as per section 23-P.

Teachers will have at least three non-student attendance days at the beginning of the school year. Teachers will be given two days in the classroom to prepare for the first day of student attendance.

Each teacher shall have a half-day (one half day is three and one-half hours) for grading at the end of the first three grading terms (9 weeks).

At least four hours a year of in-service time will be used for departments and/or grade levels to meet for collaborative planning.

Teacher contract days that are cancelled due to inclement weather shall not be rescheduled unless total student contact time falls below 1116 hours.

SECTION 7 - HOLIDAYS

The schedule of holidays will be not less than the following - Labor Day, Thanksgiving and the day following, Christmas Eve Day thru New Years Day, Spring Break - one week on Regents Calendar, Memorial Day if school is in session.

SECTION 8 - LENGTH OF DAY

The normal in-school work day shall consist of 7 hours and 45 minutes. The normal start of the school day shall be 8:00 a.m. As needed, but not more than twice per month, the building Principal may schedule a faculty meeting commencing at 7:45 a.m., not to exceed fifteen (15) meetings per year.

Teachers with other than normal schedules shall be in school at least fifteen (15) minutes before and after their beginning and ending periods of student supervision.

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. For other emergency closings, teacher dismissal shall be at the discretion of the Superintendent. Teachers may leave at 2:30 p.m. on the day preceding Thanksgiving and Christmas Breaks.

Teachers shall not leave the campus, except with the permission of the Principal, on contracted teaching days.

Each teacher shall have a duty-free lunch period for a minimum of 20 minutes. This lunch period shall be free of supervisory activities unless the teacher has chosen to be a lunchroom supervisor. Scheduling of lunch periods shall be established by the building Principals to insure duty-free lunches as well as continued supervision of the students.

SECTION 9 - PREPARATION TIME

Teachers will be granted not less than an average of 50 minutes per student day for purposes of preparation. This time will be during the student contact time of the day.

SECTION 10 - SUBPOENAS

A teacher receiving a court subpoena which is not school related shall be granted the necessary time for one case per school year. Teachers shall be paid the difference between subpoena pay and regular pay for scheduled working days provided he supplies the Superintendent with a receipt indicating the amount of pay received. The teacher will return to work immediately upon completion of his subpoena service unless there would be less than two hours remaining in the work day when the teacher arrived back on campus. There shall be no penalty, as a result of subpoena service, in determining the teacher's eligibility for remuneration for perfect attendance. Any mileage expense shall be the responsibility of the teacher.

SECTION 11 - JURY DUTY

A teacher serving jury duty shall be paid the difference between jury pay and his regular pay for all scheduled working days he is required to be absent as a result of this jury service, provided he provides the Superintendent with satisfactory proof of his need to serve on the jury and a receipt indicating the amount of jury pay received. Mileage expense compensation, as a result of jury service, shall remain the property of the teacher, but under no circumstance shall the teacher be entitled to any mileage compensation from the district. The teacher will return to work immediately upon completion of jury service unless upon their arrival to the campus there would be less than two hours remaining in the work day. There shall be no penalty as a result of jury duty, in determining the teacher's eligibility for remuneration for perfect attendance.

SECTION 12 – LEAVE

A. Annual Leave – Sick Leave

At the beginning of each year, all full-time teachers shall be credited with ten days of leave. Prior to the beginning of the school year, the unused balance from the immediate past year shall be credited to the teacher's sick leave, but shall not in any case exceed a maximum of 90 days. Leave for part-time teachers shall be prorated accordingly.

If a teacher has exhausted leave time and finds it necessary to be absent, the salary will be reduced by 1/188 of the total teaching salary for each day missed not covered by leave. A teacher may choose to take a 1/188th salary reduction per day before their leave is exhausted. In such case, the teacher will give written notice of the number of days they wish to retain in their accumulated leave.

Teachers will be allowed to contribute leave days to staff members who have suffered a catastrophic event. The OEA President and/or Superintendent will notify teachers of the opportunity to contribute to a specific staff member and those wishing to contribute will notify the district business manager by e-mail. The needed days will be taken from the sick leave of those volunteering

and the teachers will be notified that they have donated a day. No more than 100 days will be donated any school year without Board approval.

Absences covered by this policy may be used for any purpose at the discretion of the teacher from the current year's annual leave. Whenever possible, the leave should be requested at least 48 hours in advance. When a substitute must be hired, less than one-half day absence shall be considered as a half-day, but more than a half day but less than a full day shall be considered as a full day.

Any leave carried over from prior years shall be classified as sick leave. Teachers may choose to use sick leave or annual leave for any of the absences described below. Teachers may use all or any portion of their sick leave for an absence resulting from an illness, injury, or disability of or to the employee, including mental stress as a result of a catastrophic event, pregnancy, termination of pregnancy and recovery, which prevents the teacher from fulfilling their duties at school. Sick leave use may include attendance at clinics for medical or dental diagnosis or treatment resulting from such illness, at a physician or dentist's direction. Teachers shall return to work as soon as physically able as determined by their physician.

Further, teachers may use all or any portion of their leave for illness, injury, or death in the immediate family. The immediate family shall include the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandson, granddaughter, and in-laws of these classifications, uncle, aunt, nephew, niece, step-children, and other dependent persons. Unless the exact relationship is indicated in writing to the Principal, the absence will be deductible from salary.

In the event of an absence, the administration may request verification of illness from a physician; further provided, that in the event of an absence of over five (5) consecutive days the teacher shall provide to the administration a letter from the teacher's personal physician clearly stating the date the absence is to begin and the anticipated date that the employee will be able to return to work. The Board retains the right to have the teacher examined by a physician of mutual choice if a disagreement arises over the recommendations as made by the teacher's personal physician. In the event this occurs, the Board will pay for the examination.

Teachers may be compensated for the unused portion of the ten days of annual leave granted for that year at the current substitute pay rate (no less than \$75.00 per day) or may elect to carry over the entire year-ending balance to the succeeding year as sick leave. A teacher leaving the district shall be compensated for the unused portion of accumulated sick leave. The rate of compensation shall be \$50.00 per day, which shall be added to the June payroll check.

A teacher eligible for retirement within the next three years (under the points system established by KPERS) may choose to sell back to the district up to thirty (30) days of accumulated sick leave each year. Teachers desiring to sell back these days should notify the superintendent in writing by January 15. The rate of compensation shall be \$50.00 per day, which shall be added to the June payroll check.

B. Professional Improvement

Each teacher will be granted three (3) days of leave for professional improvement each year. Each day of absence for professional improvement will be mutually agreed upon by the teacher and the building Principal and arranged at least one week before the absence. The Administration reserves the right to grant more than three days of professional improvement leave to a teacher or to waive the requirement of being notified one week in advance, if it deems it is in the best interests of the district to do so.

When a teacher is to be absent from their regular teaching duties due to attendance at a workshop, meeting or other professional event, the Administration shall determine beforehand whether that absence will be considered a day of Professional Improvement Leave, subject to the

provisions of this section, or a day of School Business which is not to be considered an absence of any kind. Such determination will be stated in writing to the teacher.

Days of professional leave are entirely separate from days of annual leave. They are non-cumulative. They are not bought back by the district if not used.

C. Perfect Attendance Bonus

Teachers with no absences during a school year shall be provided a bonus in the amount of one (1) percent of the base salary. The bonus will be added to the June payroll check. Neither the use of professional improvement days nor the donation of days will count against eligibility for the perfect attendance bonus.

SECTION 13 - STUDENT TEACHERS

The district supports the placement of student teachers as an aid to the development of future professional educators and an enhancement to our schools. In order to ensure a positive experience for all parties, the following regulations will apply:

- A. A student teacher will be placed only after consultation with the Principal and the potential cooperating teacher.
- B. Student teachers will not be assigned to teachers who are in their first year in this district, or their first year in a substantially new assignment.
- C. Student teachers will be clearly placed under the primary supervision of one teacher. If a student teacher is shared among teachers, clear guidelines and opportunities for communication will be provided.
- D. As with any teacher, the building Principal will be the ultimate supervisor of the student teacher. The building Principal will meet at least three times with the cooperating teacher to discuss the performance of the student teacher.
- E. It is recommended the student teacher's college supervisor will meet with the Principal and the cooperating teacher within one week of the beginning of the student teacher's term in order to outline expectations, explain documents that will be required, and describe means of communicating with the college supervisor when necessary.
- F. Any compensation received by the district will be distributed to the cooperating teacher.

SECTION 14 - EVALUATION INSTRUMENT & PROCEDURES

The approved evaluation instrument is on file in the Superintendent and Principal's offices, and is available upon request.

Within two weeks of the beginning of each school year, the building Principal or appropriate supervisor will review with the employees under his or her supervision the approved performance-based evaluation instrument and procedures, including the criteria for evaluation, the instrument to be used for evaluation, and the provisions of state law and this contract; and advise employees as to the primary supervisor who will observe and evaluate the employee's performance. No required observation shall take place before such orientation has been completed.

Each formal evaluation will require a minimum of two separate 25-minute classroom observations scheduled with the teacher. Each of the two required observations will be of different classes and subjects. These observations will be at least 10 contract days apart. The Principal shall provide the teacher informal feedback after each 25-minute observation. The Principal shall conduct a post-evaluation conference within five teacher contract days of providing the teacher a copy of the evaluation.

SECTION 15 - REDUCTION IN FORCE

When the Board determines that a reduction in the number of certified teacher positions is necessary, these procedures shall be followed.

- A. Each certified teacher will be notified that a reduction in the number of certified teaching positions is eminent, and will be asked if he/she has plans to resign/retire.
- B. Teaching areas that may be overstaffed will be determined by the Board, according to the educational goals and needs of the district.
- C. Teaching positions in areas that are found to be overstaffed will be reduced first.
- D. Teachers teaching in areas determined to be overstaffed will face reduction in force based on previous evaluations, highly qualified status, length of service to the district, instructional effectiveness and secondary teaching areas. Non-tenured teachers in overstaffed areas will be reviewed and terminated prior to tenured teachers in the designated areas.

SECTION 16 - TEACHER RESIGNATION

The Board reserves the right to accept or reject any resignation or request to be released from contract tendered by a teacher, subject to state law and the following provisions.

- A. The Board may release teachers from their contract from May 15 to July 1, without penalty.
- B. In the event the Board approves any request to be released from contract not covered by Section A, the Board may assess the following penalties:
 - 1. Requests for release from contract approved between July 1 and September 1 may incur a \$400.00 penalty.
 - 2. Requests for release from contract approved after September 1 may incur an \$800.00 penalty.
- C. In the event a teacher is granted a release from contract before completion of a school year, the salary shall be adjusted based upon the number of days worked of the total number of contracted days.
- D. If a teacher's assigned teaching position is changed from that stated on the signed contract, the teacher may be released from contract without penalty within 10 days of notification of such change, or by the first contracted day of the school year, whichever comes first.

SECTION 17 – TRANSFER AND VACANCIES

A. Definition

- 1. The movement of an employee to a different assignment, grade level, subject area or building shall be considered a transfer.
- 2. Both unfilled positions and newly created positions shall be considered vacancies.

B. Vacancies

As openings arise for teaching, supplemental, aide and supervisory positions—both vacancies and newly created positions—they will be posted at a minimum on e-mail under District News and in the teacher's workroom during the school year and on the district website during the summer months. Posted notices will include:

- A. Position title
- B. Status, i.e., permanent, temporary or part-time
- C. Date posted and closing date for application

Such notices shall be posted upon knowledge of such vacancies.

C. Voluntary Transfers

1. Employees who desire transfer may file a written statement of such desire with the superintendent indicating his/her preference of assignment(s) or application for a specific vacancy.
2. Vacancies shall be filled by voluntary transfers prior to the employment of an employee new to the district. If more than one employee has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of seniority and certification.
3. No such request shall be denied arbitrarily, capriciously or without just cause. If an employee's request for transfer has been denied, the employee shall be informed in writing within five (5) days of the filling of the vacancy. A request shall remain active until such time it is removed by the employee.
4. Any employee who transfers to an administrative or supervisory position and who later returns to former status shall be entitled to retain such rights as may have been accrued under this agreement prior to such transfer.

D. Involuntary Transfers

1. An involuntary transfer or reassignment will be made only in case of an emergency or to prevent undue disruption of the instructional program. If the involuntary transfer or reassignment is necessary, employees will be transferred in reverse order of seniority. Employees with the least seniority in the subject area or grade level in which the involuntary transfer is necessary will be transferred first.
2. No position shall be filled by means of involuntary transfer until the provisions of Section 17. Transfers and Vacancies, Subsection C of this Agreement have been exhausted.
3. An involuntary transfer shall be made only after a meeting between the employee involved, the Association representative, and the superintendent at which time the employee shall be given written reasons for such transfer. Any transfer may be subject to the grievance procedure.
4. Notice of involuntary transfer shall be given in writing to employees as soon as possible.

SECTION 18 – Special Teacher Deleted

SECTION 19 - MILEAGE

All mileage paid for the use of private vehicles for school related business or functions shall be no more than the maximum current rate established by the Board of Education. Payment of mileage for the use of private vehicles shall be paid only when school transportation is not available unless permission is granted by the administration.

SECTION 20 - DISCIPLINE PROCEDURE

The parties recognize the authority of the Administration and Board to discipline, terminate, or non-renew. If a teacher is to be terminated or non-renewed, he/she will be afforded those protections conferred in K.S.A. 72-5436 et seq. None of the procedures set forth in this provision will apply to termination or non-renewal.

Discipline procedures in lieu of termination or non-renewal will include oral and written warnings and reprimands as deemed appropriate by the Administrator imposing the discipline.

If a teacher is to be subject to discipline, the following procedures shall apply:

- A. The teacher shall be provided notice of any proposed disciplinary action at least 2 business days prior to the imposition thereof.
- B. The teacher shall have the right to meet with the Administrator proposing the disciplinary action before any action is taken.
- C. The teacher shall have the right to respond in writing within two weeks to any discipline imposed.
- D. The teacher shall have the right to a review by the Superintendent of any discipline imposed.
- E. The teacher shall have the right to have a representative assist in the discipline process. However, given the confidential nature of the process, the teacher must provide a written release naming the representative and authorizing such participation.
- F. All written discipline taken shall be placed in the teacher's personnel file and shall include any written response provided by the teacher.
- G. If the behavior does not reoccur for five (5) years, the documentation shall be removed.
- H. All parties understand that these discipline procedures are not grievable pursuant to Section 21 of the Negotiated Agreement.

SECTION 21 - Complaint Process

The OEA may choose to represent a group of teachers (two or more) who have a complaint about application or interpretation of the Negotiated Agreement. In meetings to settle a complaint, neither the Principal, nor the OEA, nor the Superintendent will have outside representation at any joint meeting.

A. Step I:

The Association complaint must be discussed informally with the building Principal within 10 contract days of the action which brought about the complaint. The names of the complainants and the nature of the issue will be discussed. The Principal will attempt to resolve the complaint within 5 contract days. If the OEA is not satisfied with the oral resolution, they may initiate a complaint in writing within 10 contract days of the Principal's oral response. The Principal will meet with OEA representatives, endeavour to resolve the complaint and respond in writing within 5 contract days.

B. Step II:

The Principal's decision is final, unless the OEA files a written appeal with the Superintendent within five contract days of the Principal's written decision. The Superintendent will meet with OEA representatives in an attempt to resolve the issue within 5 contract days. The Superintendent will respond in writing within 5 contract days with a final decision regarding the complaint.

SECTION 22 - GRIEVANCE

A. Purpose

This procedure provides a formal plan for the resolution of grievances through discussions at progressively high levels of authority.

B. Definitions

1. A "grievance" is an alleged violation of the Negotiated Agreement and/or the contract of employment.
2. "Grievant" means the teacher having a grievance.

C. General Provisions

1. The adjustment of grievances shall be accomplished as rapidly as possible. The number of days for each step is to be considered as a maximum. Every effort shall be made to expedite the process. Under unusual circumstances, the time limit prescribed in this procedure may be extended or reduced by mutual consent of the grievant and the persons considering the grievance.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, an attempt will be made to reduce the time limits set forth herein so that the grievance procedure may be exhausted within a maximum of 30 calendar days after the conclusion of the school year.
3. At each step of the procedure for adjusting grievances after the initial informal conference(s) with the building Principal, the grievant shall be entitled to be accompanied by counsel/Association representative or others who might contribute to the acceptable adjustment of the grievance.
4. The grievant shall be present at all stages of these procedures.
5. 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.
6. The filing of a grievance at all levels beyond the informal conference in Level 1 shall be in writing. The grievance shall be reasonably specific as to the section of the agreement/contract alleged to have been violated. The grievance shall, to the best possible extent, 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. The grievance shall be signed by the employee.
7. All grievance hearings shall be confidential.
8. All discussions and hearings shall be conducted at times other than when school is in session.
9. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
10. Only the employee affected may file a grievance or an appeal from Levels 1 and 2.
11. Upon the final determination of the grievance, the documents, communications and records relating thereto shall be destroyed excepting a record of the grievance and the final adjustment thereof and excepting records required by law to be kept and maintained.

12. With the consent of the teacher, the written decision and rationale given at levels 2 and 3 will be provided to the President of the Oskaloosa Education Association.

D. Procedures

1. Level 1 - With the Principal

Any teacher having a grievance can bring it to the attention of the appropriate building Principal within ten (10) days after the event or decision upon which the grievance is based or after the grievant becomes aware of the event. At this time, the building Principal shall hold a private informal conference with the grievant and make an earnest effort to resolve the complaint. If the teacher is dissatisfied with the outcome of the initial private conference(s), he may file a written grievance with the building Principal. The building Principal shall hold a formal conference within ten (10) school days after receipt of the written grievance. At this conference every effort should be made to develop an understanding of the facts and the issues in order to arrive at a satisfactory solution. The building Principal shall give a written answer to the aggrieved teacher within five (5) school days after the formal conference.

2. Level 2 - With the Superintendent

The building Principal's decision will be considered final, unless within five (5) school days of the issuance of that decision, the grievance is appealed in writing to the second step. This written appeal shall be directed to the Superintendent of schools. The Superintendent shall set a date within five (5) school days which is mutually agreeable with the teacher for a formal hearing of the grievance. Either party may request the presence of persons who might possibly contribute to the acceptable adjustment of the grievance. The Superintendent shall give the teacher a written decision and rationale within five (5) school days of the hearing.

3. Level 3 - With the Board of Education

The Superintendent's decision in the second step will be considered final unless, within five (5) school days of the issuance of that decision, the grievance is appealed in writing to the third step. This written appeal shall be directed to the Clerk of the Board of Education. The Clerk shall place the grievance hearing on the agenda of the next regular Board meeting unless the Board chooses to give the matter immediate attention by holding a special meeting at a mutually agreeable date.

The Board, upon receipt of the grievance may assign a hearing officer to hear the grievance, make findings and possibly make recommendations to the Board.

The Board may give its decision immediately following the hearing; however, the Board shall rule upon the grievance within thirty (30) school days after the hearing. The Clerk of the Board will provide the grievant written notification as to the decision of the Board and their rationale.

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

- a. The hearing will be conducted in Executive Session.
- b. Efforts will be made by all participants to eliminate repetitious testimony and/or materials however, each participant will be given reasonable time to present his testimony and/or materials.
- c. The grievant or representative will make his opening remarks and present his case.

- d. The Administration will make its opening remarks and present its findings in the case.
- e. 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.
- f. The grievant and the Administration may ask questions of the witnesses during the time they are testifying.
- g. Members of the Board may ask questions of all participants during the hearing.
- h. A summary statement may be made to the Board by the grievant or representative at this time.
- i. A summary statement may be made to the Board by the Administration at this time.
- j. Any new materials injected into any summary statement may be rebutted.
- k. The Board will take the matter of the grievance under advisement and render its decision in written form to the grievant within thirty (30) days of the hearing.
- l. The decision rendered by the Board shall be the final disposition of any grievance.

SECTION 23 - SALARY

A. Base Salary

The base salary shall be \$32,000.

B. Yearly Experience Increment

There will be 30 years of experience increments of \$540.00 each. Incoming teachers shall be credited for their total years of experience. Teachers who have taught full time for half a year or half time for a full year will be credited with one year of experience for that year.

Teachers who have taught at USD 341 for at least 20 years will be eligible for up to 35 experience increments. Those with 30 or more years as of the 2007-2008 school year will move to increment 31 for the 2008-2009 contract.

C. College Hours

Teachers will receive \$45.00 per semester hour for all college hours that are completed after the Teacher receives a Bachelor's degree in Education if those hours meet state guidelines for re-licensure.

Teachers will give notice to the BOE no later than May 1 of their intent to advance on the salary schedule by college hours and/or professional development points for the next school year. Teachers failing to give notice will not be guaranteed of movement. If the final total for this type of movement exceeds the amount determined by the May 1 notification by \$5,000, then the teachers who failed to give the required notice will not be able to count those hours and/or points for salary advancement until the following year.

D. College Hour Payment

Teachers may requisition for Board payment of college hour tuition up to a maximum of three hundred (300) dollars per contract year, for courses leading to an advanced degree, re-licensure or dual certification. The courses for re-licensure or dual certification may be lower, upper or graduate hours. The courses for an advanced degree must be approved graduate hours. If the Board paid college hours are not

supported with a transcript with a grade of B or better, the teacher will have the tuition advanced by the Board, deducted from their regular salary over the succeeding three (3) months.

The district will reimburse an additional three hundred (300) dollars for approved graduate hours that are included in an approved (both by the College or University and the district) program that leads to an advanced degree. When this option is chosen all reimbursed course work for the additional three hundred (300) dollars must be from the approved program. In addition, if the Board paid college hours are not supported with a transcript with a grade of B or better, the teacher will have the tuition advanced by the Board, deducted from their regular salary over the succeeding three (3) months.

Courses must be taken within the contract year to be eligible for course reimbursement for the initial and additional three hundred (300) dollars. The contract year for College Hour Payment is designated as July 1st through the following June 30th. Each July 1st, a teacher's eligibility for new reimbursement will be reset.

E. Masters Degree

A teacher who holds a Masters degree will receive an additional \$1,500.00 added to the next and subsequent contracts. Contract advancement based on a completed Masters degree must be supported with a certified transcript submitted on or before September 1st.

F. Professional Development Plan

The district pays forty five (45) dollars for every full increment of 20 PDP points, subject to the limits in this section. These points are kept separate from college hours. College hours are converted to PDP points, but kept separate and apply only to recertification. (See Section C regarding payment for college hours.) In any school year when the total number of PDP points earned by the teaching staff exceeds 175 equivalent credits (3500 points), the number of PDP points for salary advancement per year cannot exceed 60 (the equivalent of 3 college hours per teacher), unless more than 3 college credit hours have been earned in the same year. College hours converted to PDP points and applying only toward recertification will not be counted toward this cap. When more than 3 college credit hours are earned within a contract year, the number of PDP points allowed for salary advancement may equal the equivalent college hours, i.e., 6 credits = 120 points. All points to be counted for salary payment must be approved and turned in to the district office by July 1.

G. Health Insurance

The Board will provide two hundred ninety three dollars and 95 cents (293.95) per month toward the purchase of a membership in the group health insurance plan made available to district employees.

Oskaloosa Education Association will select a teacher from each building to serve as an insurance committee that will provide input to the Superintendent or Superintendent's designee regarding selection of the health insurance carrier and benefits prior to the Board's selection of either the carrier or the benefits.

In the event of an insurance company sending a rebate to the school district because of lower than expected usage, the BOE shall reimburse the teachers on a prorated basis to the teachers still employed according to the percentage of the total cost paid out of their salary compared to the cost paid by the BOE.

H. IRS Section 125

The Board will provide a flexible fringe benefit program in compliance with Section 125 of the Internal Revenue Code. Each eligible employee may reduce their taxable income up to a maximum of \$20,000 per plan year to be used toward benefits under the cafeteria plan. The cafeteria plan shall include, but is not limited to, medical insurance, life insurance, salary protection insurance, cancer insurance, dependent care payments, and medical expense reimbursements.

I. Retirement

This program is to facilitate the ability of teachers to avail themselves of the KPERS early retirement plan and to provide tangible evidence of the Board's appreciation for service to the district.

Eligibility requirements and conditions:

1. Employment as a full time teacher by USD 341 for 10 years or more.
2. Retirement benefits will be allowed for those who qualify for retirement under the point system established by KPERS.

Benefits:

1. A one-time check equivalent to fifty (50) dollars per year for no more than 30 years of service in USD 341 will be paid by July 15 following retirement.
2. If a teacher has been a member of the district's group health insurance plan for at least ten (10) years immediately prior to retirement, the district will purchase a single health insurance policy for the retiring teacher each year until the teacher reaches the age of 65. The retiring teacher may purchase, through the district, health insurance for his/her spouse and dependents.
3. In the event a teacher does not have ten (10) years in the district's plan, the retiring teacher may remain a member of the district's health insurance, including spouse and family at his/her own expense.
4. Teachers must notify the Superintendent by April 1 of their last year of employment of their intent to retire. The teacher has until May 15 of that year to notify the Superintendent of his/her final decision with regard to retirement.

J. Death Benefits

In the event a teacher who has been employed for at least 10 years dies while employed by the district, a payment will be issued to the beneficiary for \$50.00 per year of employment in the district and for unused leave time pay per Section 12.

K. Deductions

The district will deduct, as authorized, from the teacher's monthly pay for professional dues, health insurance approved by the Board, salary protection insurance and tax shelter annuities. These monies will be forwarded to the appropriate companies within five (5) business days.

Each teacher's check stub shall show the monthly and yearly totals for all deductions, including Plan 125 deductions and fringe.

L. Date of Pay

Teachers will be paid on the 15th day of each month or on the last contract day of the month if it comes before the 15th day.

M. Compensation for Extra Leadership Responsibilities

PDC Representatives will be paid an hourly rate of \$16.06 for work done in this committee.

The NCA steering committee members will be paid \$500/semester on the December and May pay checks.

N. Supplemental Salary

- The salary schedule for supplemental duties shall be derived from a percentage of the base salary and shall be as follows:

<u>Experience</u>	1-3 years	4-6 years	7&over years
Athletic/Activity Director (7-12)	15.5	16	16.5
High School			
<u>Head Coaches</u>	1-3 years	4-6 years	7&over years
Basketball	12	14	16
Football	12	14	16
Volleyball	12	14	16
Wrestling	12	14	16
Baseball	11	13	14
Softball	11	13	14
Track	11	13	14
Cross Country	9	10	11
Bowling	6	7	8
Golf	6	7	8
 <u>Assistant Coaches</u>			
Basketball	9	10	11
Football	9	10	11
Volleyball	9	10	11
Wrestling	9	10	11
Baseball	8	9	10
Softball	8	9	10
Track	8	9	10
Bowling	4	5	6
 <u>Sponsors/Advisors</u>			
Music Director	7	8	9

Freshman Sponsor	0.5	0.6	0.7
Sophomore Sponsor	0.5	0.6	0.7
Junior/Assist. Prom Sponsor	1.5	1.8	2.1
Senior Sponsor	0.5	0.6	0.7
Prom Sponsor	2	2.5	3
Yearbook	2.5	3	3.5
Stuco/Leadership	0.5	0.6	0.7
National Honor Society	0.5	0.6	0.7
Dance	6.5	7.5	8.5
Cheerleader	6.5	7.5	8.5
SADD	1	1.2	1.4
Knowledge Bowl	4	5	6
Head FBLA Advisor	6	7	8
Asst. FBLA Advisor	3	3.5	4
FCCLA Advisor	4	4.5	5
Fall Theater Production	8	9.5	11
Assist. Theater Production	6	7	8
Forensics	4	4.5	5
Debate	4	4.5	5

Junior High School

Head Coaches

Football	8	9.5	11
Girls Basketball	8	9.5	11
Boys Basketball	8	9.5	11
Track	7.5	8.2	9
Volleyball	7.5	8.2	9
Wrestling	6	7	8

Assistant Coaches

Football	6	7	8
Girls Basketball	6	7	8
Boys Basketball	6	7	8
Track	5.5	6.2	7
Track	5.5	6.2	7
Track	5.5	6.2	7
Volleyball	5.5	6.2	7
Wrestling	5	5.5	6

Sponsors/Advisors

Yearbook	2	3	4
GCTL	1	1.5	2
Cheerleader	6	7	8
Knowledge Bowl	3	3.5	4
FBLA	2.5	3	3.5

Elementary School

Sponsors/Advisors

Yearbook	2	2.2	2.4
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- Years indicate years of relevant experience (i.e., similar level, etc.) in a state-sanctioned or recognized sport or activity.
- Years coaching as an assistant within the district would count toward increase if person becomes head coach.
- Years experience would only count within each separate sport or activity.
- Scorers, timers, gate keepers, announcers, judges, outdoor classroom maintenance, etc. will be compensated at the rate of eight dollars and fifty cents (8.50) per hour. Each individual will be responsible for obtaining a time sheet and submitting the time sheet on a monthly basis.
- Lunch room supervisors will be compensated at the rate of eight dollars and fifty cents (8.50) per hour. Lunch will be included if supervision lasts 20 (twenty) minutes or more. Each teacher will be responsible for obtaining a time sheet and submitting the time sheet on a monthly basis.

2. In the event that the numbers of students interested in a given sport or activity are not sufficient to comprise a team, the paid coach or sponsor will still attend several games/competitions and coaches' training or workshops in order to prepare for future teams.

O. Extended Contract

Teachers who work an extended contract for the district will be paid on a prorated basis for days beyond the 188 day contract.

P. Salary for Duties Performed Outside the Contracted School Year or Day

Teachers who perform approved additional duties outside their contracted school year or school day will be paid \$16.06* per hour. For these activities, teachers shall seek prior approval from the administration. For items listed on the Approved Additional Duties list, approval will not be withheld without cause.

Approved Additional Duties

- ◆ Activities involving curriculum, instruction, or school improvement
- ◆ Tutoring
- ◆ Learning Support or Detention Supervision

- ◆ Supervision for: music program, science fair, open house, reading festival, or family night
- ◆ Assessment Scoring
- ◆ Shop Equipment Maintenance

*Hourly wage is calculated according to this formula: 75% times base salary, divided by number of contract days, divided by hours per workday – 7 hours, 45 minutes.

The Superintendent may authorize exceeding the hourly rate for summer school teachers. Summer school teachers with the exception of Drivers Education will receive the same compensation.

Teachers who are asked and agree to teach a class outside the normal student attendance day shall be paid at a rate of one-seventh (1/7) of the base teacher salary.

The teacher shall maintain appropriate records of the time and turn said records into the central office on or before the 5th day of each month for purposes of calculating the compensation due. A copy of these records will be returned to the teacher on or before the date of pay with a written explanation of any hours for which the teacher was not paid.

Q. District Grants

The Board may commit funds annually to an in district grant program to encourage innovative practices. Applications shall be submitted to the Superintendent.

The Board will establish funding priorities based on the district strategic plan. Proposals shall include the issue in the strategic plan to be addressed, proposed innovative idea/program, method or methods of evaluation, and a proposed budget.

R. Substituting

A teacher will not be taken from his regular teaching assignment to substitute for another teacher unless it is deemed absolutely necessary by the building Principal. If, because of the unavailability of substitutes, it is necessary to use a teacher as a substitute during the normal preparation time (if it results in that teacher having less than 50 minutes of preparation time for that day or less than 250 minutes of preparation time for that week), the Principal will make the request of the teacher and, if the teacher accepts this additional responsibility, the teacher will be compensated at that rate established in “Subsection P” for performing additional duties. A teacher, with approval of the Principal, may agree to cover a class for another teacher in which case no compensation will be required nor deductions made. If teachers have an excess of more than 50 minutes of preparation time a day and more than 250 minutes of preparation time a week, the building Principal may assign them to substitute for other teachers.

If, because of the unavailability of substitutes, it is necessary to divide students among other classrooms, those teachers who take more than 5 students for more than 40 minutes will be compensated at the rate of \$8.00 per hour for performing additional duties.

This Agreement shall become effective upon the signatures of the official representatives of both parties affixed herein.

 President, USD 341
 Board of Education

 Negotiations Spokesperson, Oskaloosa Education Association

 Date

 Date