



**FORMAL AGREEMENT  
FOR  
SCHOOL YEAR 2008-2009**

**BETWEEN**

**THE JUNCTION CITY EDUCATION ASSOCIATION**

**AND**

**THE BOARD OF EDUCATION**

**USD #475**

**May 2008**

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## **AGREEMENT**

**THIS AGREEMENT** made and entered into as of the sixteenth day of May, 2008, by and between the **BOARD OF EDUCATION, Geary County Unified Schools, District No. 475** (hereinafter referred to as the "**BOARD**") and the **JUNCTION CITY EDUCATION ASSOCIATION** (a professional employees' organization, as defined in **KSA 72-5413**). This agreement is made for the one (1) year period, July 1, 2008, through June 30, 2009.

### **ARTICLE I - DEFINITIONS**

- A. **Association:** The Junction City Education Association (JCEA) affiliated with Kansas National Education Association (K-NEA) and the National Education Association (NEA).
- B. **Board:** The Board of Education of Unified School District No. 475, Geary County, Kansas.
- C. **District:** Geary County Unified School District No. 475.
- D. **Employer:** The Board of Education.
- E. **Teacher:** All personnel employed by the Board in a position which requires a license or certificate issued by the State Board of Education (other than administrative employees) including all full and part-time classroom teachers, special education teachers, counselors, school psychologists, librarians, speech and language pathologists, and specially designated positions as Instructional Coordinators, Special Education Coordinator, and Title I Curriculum Specialist, Staff Development Cadre, Parents as Teachers, Coordinator of Student Affairs and Athletic/Activities Coordinator. The term "teacher" shall also include nurses and social workers, but does not include substitute teachers. The president of the Association will be notified of any additions to this list.
- F. **Day:** Except when otherwise indicated, days shall mean contractual days not calendar days.
  - 1. Duty days shall be defined as all contractual days.
  - 2. One official workday shall be established each contract year. Workday shall be defined as a duty day when teachers set priorities for what needs to be accomplished. On the workday no meetings will be held. The previous sentence shall not be interpreted in such a way as to prevent teachers from voluntarily consulting with each other.
- G. **Employee:** The term's "employee" and "teacher" may be used interchangeably but shall mean the same.

### **ARTICLE II – GENERAL PROVISIONS**

- A. **Amendment of Agreement:** This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written signed and ratified amendment to this agreement. In addition, between formal negotiation sessions, this agreement may be altered, changed, added to, deleted from or modified at any time by written agreement approved by the Superintendent and the Representative Council of the Association.
- B. **Maintenance of Standards:** The provisions of this agreement shall be adhered to during the period covered by the Agreement.
- C. **Savings Clause:** In the event that any clause or provision of this agreement should be inconsistent with or be superseded by any statutory provision or regulation imposed by the Federal Government, the State of

Kansas, or any appropriate agency thereof, such clause or provision shall be null and void. The parties shall reopen negotiations as soon as practical to replace any provision found contrary to law. Subject to the foregoing, this agreement shall be binding upon the parties and in full force and effect, after ratification by the negotiating unit and the Board as provided by law.

- D. **Successor Agreement:** This agreement is made for a period of one year. Proposals for changes for the year 2008-2009 must be submitted on or before February 1, 2009 for the next school year proposals for amendments, additions, or deletions with respect to such items are submitted on or before February 1, 2009.

## **ARTICLE III – PROFESSIONAL DAY**

- A. **Length of Day (Professional Development and Workdays):** The length of the day on professional development days and teacher workdays established on the district calendar shall be six (6) hours and fifteen (15) minutes, at each school, exclusive of the lunch period. All professional development and teacher workdays will commence at the regular teacher reporting time for each school unless some other time is approved by the principal of the building or buildings subject to the principal's jurisdiction.
- B. **Length of Day (Student attendance days):** Subject to the provisions of paragraph C below, teacher arrival for the high school is 30 minutes before and the teacher departure time is 25 minutes after the normal student arrival and departure time (7:15 am to 3:05 pm). At the middle school level, teacher arrival is 30 minutes before and the departure time is 25 minutes after the normal student arrival and departure time (8:00 am to 3:50 pm). At the elementary level, teacher arrival time is 25 minutes before and 20 minutes after the normal student arrival and departure time (8:00 am to 3:50 pm). At the elementary level, it will be a building consensus as to when students enter the classroom prior to the official start time. The teacher duty day is as follows: 7 hours and 50 minutes at the elementary level, 7 hours and 50 minutes at the middle school level, and 7 hours and 50 minutes at the high school level.
- C. **Flexible Scheduling:** Alternative schedules based on student needs may be implemented by the principal as long as the normal teacher workload is not changed. Openings based on alternative schedules will be posted. Selection of personnel for alternative schedules will be made by the principal after consulting with the appropriate building faculty. Any alternative schedule established and assigned on less than 45 calendar day's notice, which involves a change in a teacher's schedule, will include a one time compensation of \$300 for the teacher.
- D. **Work Beyond the Duty Day-Building:** The supervisor, at his or her discretion, may, however, require the teacher to perform duties as may be assigned for an additional 45 minutes after the normal student departure time with the option of extending one meeting per month an additional 15 minutes with consensus of the faculty involved.

If teachers are required to be on duty beyond this 45 minute period, they shall be compensated at the rate of \$12.00 per hour with fractions of hours to be prorated to the nearest one-fourth hour. The compensation for all teachers eligible for such compensation in a given meeting will begin 45 minutes after the earliest normal student departure time among the teachers required to be present.

Elementary music and physical education teachers who are required to be present for performances under their direction and outside the duty day will be compensated at the rate of \$17.50 per hour. Teachers from any level who are required to attend staffings outside the duty day will be compensated at the rate of \$17.50 per hour. Teachers shall have at least 24 hours notice of days on which they will be required to be on duty beyond the normal teacher departure time as established in paragraph B. On days preceding holidays and vacations, the duty day shall end at the same time as student classroom instruction, except in the case of an emergency provided the teacher's area is secured and the buses have departed. The preceding sentence shall not apply to the last day of school.

Upon approval of the Board, building faculties, by a majority vote, may set the dates and times of teacher conferences and parent orientation sessions beyond the duty day to facilitate participation by parents. Compensation for such time may be accomplished by releasing the faculty for an equal amount of time on a specific date as part of the calendar approved by the Board.

The date of parent-teacher conferences and orientation sessions, and where applicable the date of release times, will be established in the spring of the prior year or no later than the first ten days of the current school year. The times established for second semester parent-teacher conferences may be adjusted within the first ten (10) days of the second semester by majority vote of the faculty. The Board may, however, at any time, change the manner and time of holding parent-teacher conferences, but only as to future conferences for which it has not previously given its approval. Upon the written request of either party, a joint committee of teachers and administrators shall be appointed by the Superintendent to revise guidelines for the implementation of conference scheduling and parent orientation.

**E. Additional Work Within the Duty Day-Building:**

In emergency conditions and only when the principal is unable to find a suitable substitute, teachers (**at all three levels**) covering two classes simultaneously will be compensated at the rate of \$17.50 per hour for the time the students are combined.

Class within a Class (CWC) teachers or Co-teachers will be compensated at the student contact contract rate when the principal requires them to leave their regular assignment to substitute.

Licensed staff with no designated plan time will be compensated at the student contact contract rate when substituting for the first class covered. This time when substituting will be their designated plan time for that day. Any additional time that day will be a change of assignment and no additional compensation will be awarded.

**F. Work Beyond the Duty Day-District:** Compensation for attendance at professional development/meetings will begin as soon as the program begins.

**G. Lunch Period Duties:** The Board agrees to provide at least thirty (30) minutes of consecutive time, generally coincident with but not necessarily equal to the student lunch period including recess time, free of assigned duties each day for instructional teachers, except for deviation in case of emergency as determined by the building principal. This time shall not be used for meetings or parent conferences without the consent of the teacher. Similarly, non-instructional teachers will be provided at least thirty (30) minutes of consecutive time, free of assigned duties, the time to be scheduled by the building principal or appropriate administrator.

**H. PLANNING TIME**

Principals may designate time and focus for collaborative planning within the guidelines of the agreement. Teachers may agree to participate in collaborative planning whenever time is available beyond that. Collaborative planning is defined as when teachers consult with one another or plan together for student progress, for improved delivery of instruction, or develop curriculum related to their teaching assignment.

1. **Elementary teachers** shall be provided within the student contact day no less than 300 minutes of planning time during each week in which there are five (5) student contact days. Principals may designate time and focus for up to 50 minutes for collaborative planning during any week in which there are five (5) student contact days. Elementary planning time will also be scheduled using four (4) 6.25 hour planning release days and (1) one 3 hour planning release day. During these planning release days no meetings will be held, except that teachers or administrators may require attendance at meetings during planning time or anytime during the duty day for the purpose of collaboration with the consent of 2/3 or more of the teachers affected losing their planning time in the designated group. The previous sentence shall not be interpreted in such way as to prevent teachers from consulting with each other.

2. **Early Childhood teachers** shall be provided no less than 200 minutes of planning time based on a week in which there are four (4) student contact days.
  3. **Middle school teachers** shall have five class periods per week for planning time and five class period periods per week for collaborative planning time. Upon completion of team work the teacher may use the remainder of the time for individual plan. **High School teachers** will have no less than one class period per day for planning with the following exceptions: Middle School and High School teachers may use up to two (2) professional development days for late start days at the building level. Four late start days will substitute for each such professional development day. On those late start days, students will report to school 90 minutes later than the regular starting time. Middle School and High School classes will be in regular session on the day(s) when the rest of the district is having professional development and middle school and high school staffs will observe the normal professional day. The professional development date's affected and specific dates for late start will be identified collaboratively by the school improvement teams at the high school and two middle schools with the approval of the high school and middle school principals. Those dates will be established no later than two weeks before the end of the prior school year.
  4. An equal number of designated duty days for staff development (or the equivalent as described in this contract) will be scheduled at the elementary, middle and high school level.
  5. **At the High School**, on any given day, but no more than 10 per year, the principal may designate a portion of the existing plan time for teachers to be used for school improvement activities, provided that no teacher will be required to lose more than one half the regular allotted planning time. This schedule change may be implemented on short notice for activities that are critical or essential to school improvement.
  6. In the event that an elementary or secondary teacher agrees to use a portion of his or her planning time to teach the class of another teacher, and make up planning time is not provided within five working days, the teacher will be paid at the rate of \$17.50 per hour, measured to the nearest quarter hour; provided, the teachers involved, with the approval of the principal, may make other arrangements which do not involve payments or expense on the part of the district or reduction of teacher leave or compensation on the part of the teacher.
  7. At all levels, planning time is a part of the professional day and applies to itinerant staff also. Teachers are encouraged to plan collaboratively during designated plan time. School Improvement Team Chairs, Team Leaders and Department Chairs may require attendance at meetings during planning time or anytime during the duty day for the purpose of collaboration with consent of 2/3 or more of the teachers in the designated group. Except in case of emergency or within the provisions described in the paragraph above, no mandatory meetings will be called by principals during teacher planning time.
- I. During the professional day, teachers are expected to be at their assigned place of duty. If it is necessary to be away from the place of duty, teachers must inform their supervisor so that the teacher may be contacted in case of an emergency.
  - J. Each year the January work day will be a floating work day. Teachers may fulfill the requirements for the day at their own discretion. They may choose to work at school that day or not, as long as performance requirements are met by the last teacher contract day.
  - K. Each year the date of a full designated August teacher workday will be determined by the building leadership team.
  - L. One professional development day will be a flexible professional development day. District guidelines will be followed in developing the plan for the flexible professional development day. Plans will be sent to the PDC by September 1 of each year. Hours are to be completed and submitted for PDC validation by the May PDC deadline.

## **ARTICLE IV – GRIEVANCE PROCEDURE**

### **A. Definitions:**

1. A **grievance** means an alleged violation of a specific article or section of this agreement.
2. A **grievant** shall mean a person or persons who have alleged a grievance under this agreement. The grievant may choose to be accompanied by not more than five persons, unless a larger number of persons is agreeable to both parties, who may speak on behalf of the grievant if requested to do so, at any step of the following procedure.
3. **Internal Arbitration Panel** shall be comprised of seven (7) voting member employees and one (1) ex officio Board of Education member appointed by the Board President. Three (3) members shall be selected by the Superintendent with Board of Education President approval. Four (4) members shall be selected by the Association President with the approval by the Board of Director's Executive Committee. The Board President and the Association President will jointly agree on a panel member to serve as chairperson.

### **B. Miscellaneous Provisions**

1. The purpose of the process is to settle quickly any alleged violations of the agreement. Therefore, the days listed above are considered the maximum time allowed. Time limits may be extended by mutual agreement.
2. If the school year ends prior to the settling of the grievance, then the days shall be those days when the district office is open for business.
3. Failure of the administrator/supervisor to present a written decision within the time allotted at Level One will advance the grievance to the next level.
4. Grievances may be filed at the level appropriate for the requested remedy, but only with prior approval of the Superintendent or his or her designee. If an issue has already been discussed by all involved, with the Superintendent's permission, the procedure may begin with Level Three.
5. No reprisals of any kind will be taken by any person or entity against any participants in the grievance procedure by reason of such participation. The burden of establishing reprisals shall be on the person alleging that such has occurred.
6. The employee may be represented in all stages of the grievance procedure by himself or herself or, by a person of his or her own choosing. If an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

### **C. Procedure:**

Any teacher may present a grievance. Decisions must be made consistent with the terms of this agreement.

#### **1. Level One**

- a. All teacher grievances of any kind will be discussed initially with the immediately involved administrator or supervisor. If such discussion does not satisfactorily resolve the matter and the teacher feels that he or she has a grievance under the terms of this agreement as above provided and desires to formally present such grievance for consideration, he or she may do so.

## **2. Level Two**

- a. Within twenty (20) days of the time an alleged incident constituting a grievance occurs, or the time when a teacher first becomes aware of the claimed grievance (or reasonably should have been aware of the claimed grievance) the grievant may present his or her grievance in writing on the grievance report form signed by the grievant and delivered in person to the immediately involved administrator or supervisor. If not filed with building administrator, the building administration must be notified. A copy thereof shall also be delivered by the teacher to the Superintendent. Grievance report forms have been jointly developed by the Board and the Association and copies are available from the Association representative at each building.
- b. The "statement of grievance" shall name the grievant involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference the provisions of this agreement alleged to have been violated, shall state the contention of the employee with respect to the provisions, and shall include a description of the remedy sought.
- c. Within ten (10) days after receiving the statement of grievance, the administrator or supervisor shall communicate his or her answer in writing to the grievant, with a copy to the Superintendent.
- d. The grievant shall also provide a copy to the JCEA President.

## **3. Level Three**

- a. If the grievance is not resolved at Level Two within eight (8) days, the grievant may submit to the Superintendent the original grievance form signed by the grievant, and a request for continuing the grievance procedure. No changes or modifications of the original grievance report form will be permitted.
- b. The Superintendent or his or her designated representative shall give an answer in writing no later than ten (10) days after receipt of the written grievance.

## **4. Level Four**

- a. Within ten (10) days after the delivery of the decision of the Superintendent to the grievant, an appeal of such decision may be made to the Internal Arbitration Panel. The appeal shall be made by submitting, in writing, the grievance report form submitted at Level One, and Two and the request for appeal form to the Superintendent to transmit to the Board of Education President and the Association President.
- b. Within ten (10) days after receipt of the appeal request, the Internal Arbitration Panel will hold a closed hearing on the grievance.
- c. Within ten (10) days after the hearing, the Internal Arbitration Panel shall render its advisory decision. A decision of the Internal Arbitration Panel requires approval by at least five (5)-voting members of the Panel. The Panel will render its report in writing to the grievant, the administrator/supervisor, the Association President and the Superintendent, giving reasons for the decision.

## **5. Level Five**

- a. Within ten (10) days of the Internal Arbitration Panel report, the grievant may request a hearing with the Board of Education.
- b. If the appeal is received by the Superintendent on behalf of the Board of Education at least ten (10) days prior to its next regularly scheduled meeting, the Board of Education shall hear the appeal at its next regularly scheduled meeting. If filed less than ten (10) days prior to the next regularly scheduled meeting, the Board of Education will hear the appeal at its subsequent

regularly scheduled meeting, unless the president shall call a prior special meeting of the Board for this purpose. An appeal hearing before the Board of Education will be in executive session between the individual teacher or teachers and the Board of Education. The Board of Education shall consider the teacher's complaint, the written decision of the principal or immediate supervisor and the Superintendent and any relevant evidence or oral arguments that either party desires to present, as well as the advisory decision of the Internal Arbitration Panel. The parties will then be excused, including the Superintendent when the Board considers the matter, unless all of the parties are recalled to elicit additional information. The grievant, however, may not present any allegation or complaint that was not presented in the preceding steps. Neither party shall withhold information, which is pertinent to the grievance. Proposed motions for Board action shall not be submitted to the Board by the administration unless they are submitted in the alternative.

c. Within ten (10) days after the hearing, the Board shall communicate its decision in writing to the grievant, giving the reasons for the decision.

d. The decision of the Board shall be final.

## **ARTICLE V – LEAVES**

### **A. Annual General Leave**

1. Teachers in 1<sup>st</sup> through 6<sup>th</sup> year are granted general leave in the amount of ten (10) days per year by the district. Teachers in their 7<sup>th</sup> year and beyond are granted eleven (11) days per year by the district. A teacher serving his/her first year in the district and who resigns prior to the close of the year shall be granted this leave equal to one (1) day for each 19.2 days worked not to exceed ten (10) total leave days. Any absence charged to this leave in excess of that permitted thereunder shall be deducted from the final salary payment to be received by the teacher.

A teacher resigning effective prior to the close of the contract year shall not be entitled to payment for unused general leave. Except in the case of personal illness or illness of an immediate family member, general leave may not be used by any teacher for days following the last day the teacher is actually present for work in the district assignment. Unused general leave is not intended to be used as a severance benefit for the employee whose resignation is accepted before the end of the contract year.

2. General leave benefits may be used for personal illness or injury of the employee. This leave shall also apply in cases related to maternity and adoption. It is also available in the case of illness, injury or death of the employee's immediate family. (Immediate family means husband, wife, parents, stepparents, children, grandparents, grandparents of spouse, grandchildren, brother, sister, parent-in-law, brother-in-law, or sister-in-law; other more remote relatives may be included if approved in advance by the Superintendent). An employee may also use general leave to attend funerals of either family or friends. Reasonable notice for general leave shall be given to the principal or immediate supervisor prior to taking the leave in every case where it is possible to do so.
3. A teacher who is absent and using this leave may be required to submit documentation verifying the reason for the absence in the event of suspected abuse.
4. Teachers who are injured on the job as a result of an incident involving student safety and are absent from work shall receive additional paid leave as follows:

- (a) **if the absence is nine (9) days or less, the teacher shall receive additional paid leave for each day of absence, since no workman's compensation would be payable.**
- (b) **if the absence is for ten (10) but less than fifteen (15) days,**

**the teacher shall receive up to five (5) additional days of paid leave since workman's compensation would not pay for five (5) days.**

- (c) if the absence is for fifteen (15) days or more, the teacher shall not receive any additional days of paid leave since workman's compensation would pay for all days.**
- (d) if, in addition the teacher has unused annual or useable accumulated leave and desires to use such leave, the teacher may collect both workmen's compensation and such leave with the corresponding reduction in available leave days.**

#### **B. Professional Leave**

1. Teachers working on an advanced degree will be granted one (1) total professional day which may be used for either oral / written comprehensive exams, or to attend their graduation.

#### **C. Personal Business Leave:**

1. Within the limits described below, teachers may use annual general leave days for personal business, which of necessity falls within the school day, without deduction from pay. Permission for personal business leave must be obtained from the principal or immediate supervisor prior to taking the leave. However, the reason for the leave request need not be given. In the event that it is not possible to obtain a substitute teacher, or if the requested leave date is in conflict with the building or a district event which requires teacher attendance, the building principal and the teacher shall arrange to reschedule the leave. Disagreement between the principal and the teacher may be appealed to the Superintendent. Use of personal business leave is discouraged during the first ten (10) teacher contract days, the last five (5) teacher contract days and days immediately before and after periods of non-student attendance.
2. If substitutes are available at the time administrative approval is granted, teachers may schedule two secured personal business days, which may not be cancelled except under unforeseeable emergency conditions.
3. Teachers receiving notice to serve on jury duty or who are required to appear in court as a result of subpoena must promptly notify their principal or immediate supervisor and shall be granted additional personal leave without a deduction in pay for such time as they are actually required to serve or appear in court.

#### **D. Supplemental Leave:**

1. In the event a teacher has exhausted the available annual general leave days, the supplemental annual leave shall be available with no deduction in pay and may be used for any of the reasons listed in paragraph A.2. Teachers in 1<sup>st</sup> through 6<sup>th</sup> years in the district receive four (4) supplemental days. Teachers in the 7<sup>th</sup> through 14 years in the district receive (3) supplemental days. Other supplemental annual leave days do not accumulate, are useable as credit toward early retirement benefits, nor are they reimbursable under the provisions of E. of this Article. Teachers with 15 years or more in the district may use one supplemental day as credit towards early retirement at the end of the year.
2. The supplemental days may be used for personal business leave only with approval of the principal and the superintendent.
3. A catastrophic leave bank of a cost not to exceed \$19,000 will be administered by the catastrophic leave bank committee as outlined in the Catastrophic Leave Bank guidelines.

**E. Change in Status:**

1. Accumulated days of leave earned while a full time teacher shall entitle the teacher to a proportionately increased number of partial days of leave upon a change in status to a part-time teacher. Similarly, accumulated part-time days of leave earned while a part-time teacher shall only entitle the teacher to a proportionately reduced number of full days of leave upon a change in status to a full-time teacher.

**F. Accumulation of Leave and Reimbursement:**

1. Upon completion of the contract year, each teacher may submit a written request for payment for up to four (4) days of unused general leave at the rate of \$50 per day. Except for part-time employees, payment will not be made for fractional days. The Board shall honor such requests not to exceed a total expenditure of \$30,000. In the event that the total of all requests for payment exceed \$30,000, the district will divide \$30,000 by the total number of days requested and if that quotient is greater than or equal to \$45 it shall become the daily rate of reimbursement. If the resulting quotient is less than \$45, then payment for up to three (3) days will be honored and any additional days for which payment was requested will instead be credited, up to the allowable limits, to accumulated leave. If needed, successive applications of this process shall occur.
2. Any unused general leave days in excess of those for which payment has been received will be credited to the teacher's useable accumulated leave up to a maximum of fifty (50) days. Additional unused accumulated leave days beyond the maximum of fifty (50) days but not to exceed one hundred eighty (180) days, shall apply toward early retirement benefits as described in Section F. of this Article, or if useable accumulated leave has been exhausted, these days may be used to replenish useable accumulated leave up to a maximum of 10 annually. Written notification to the Superintendent is required.
3. Useable accumulated leave without a deduction in pay is available only for personal illness, death of a member of the immediate family, or illness of a member of the immediate family when a statement from a licensed/certified health care provider indicates the circumstances require the teacher's presence. Except for personal business leave, useable accumulated leave may be used for any of the other purposes described in A.2. above, but such use will result in a deduction in the teacher's pay equal to the cost of the substitute. Use of personal business leave in excess of available annual general leave or unless as approved in Section C. will not be granted and any such absences will result in a deduction in the teacher's pay equal to the full salary for the period of absence.

**G. Early Retirement:**

1. General leave may accumulate to a maximum of one hundred eighty (180) days only for the purpose of calculating early retirement annual benefit. Accumulation in excess of fifty (50) days is not available as paid leave, except on a limited basis as described in E.2 of this article, but is used to determine a teacher's eligibility for early retirement and to calculate the annual benefit.
2. To qualify for early retirement benefits, all of the following conditions must be met:
  - a) **Having retired from the school district and having also retired under the provisions of KPERS.**
  - b) **A minimum of 15 years continuous full-time district employment.**
  - c) **At least 60 days of accumulated leave (total of both useable and unusable)**
  - d) **A completed application for early retirement has been received by the Superintendent by May 10<sup>th</sup>**
  - e) **Eligibility ends with the teachers 65<sup>th</sup> birthday**
  - f) **No payment under this program shall be made prior to retirement under the provisions of the Kansas Public Employees Retirement system**

3. Early retirement benefits shall be payable for a maximum of five (5) years and shall terminate upon the death of the early retiree or on the teachers 65<sup>th</sup> birthday (whichever occurs first). The annual benefit shall be calculated as follows:
  - a) **If the total accumulated leave days are in the range 61-100, then the Board will continue to contribute the amount currently paid to certified/licensed employees per month toward the health insurance premium for employees who chose to remain in the districts' health insurance group plus \$25 per day for each day of leave above 60.**
  - b) **For each additional day of total accumulated leave in the range for 101-150 the retiring employee's annual benefit will increase to \$50.**
  - c) **For each additional day of total accumulated leave in the range from 151-180, the retiring employee's annual benefit will increase to \$75.**
4. **Items 2c and 3a may be waived at the discretion of the superintendent.**

#### **H. Study Leave:**

1. A teacher may, upon written application, be granted a leave of absence without pay or fringe benefits for pursuing studies related to professional growth and improvement.
2. Such leave of absence may be granted at the will of the Board upon the recommendation of the Superintendent.
3. A teacher may participate in the school group health insurance plan for one (1) year at their own expense while on study leave.
4. When the employee returns from the leave of absence he/she shall retain the following re-employment rights held by him/her before such leave was granted.
  - a. The salary increment to which he/she was entitled when he/she left his/her position plus the amount his/her additional hours and other qualifications would justify on the salary schedule at the time of his/her return.
  - b. Unused leave days and other leave benefits as held by said teacher at the start of the leave.
5. Re-employment during the school year shall be at the sole discretion of the Board and re-employment for the beginning of a new school year shall be dependent upon an opening on the staff for which the employee is qualified. The above provisions shall be applicable only where the teacher returns to the district directly upon completion of the studies for which the leave of absence was taken and without having accepted any intervening employment from another school district or otherwise.

## **ARTICLE VI – ASSOCIATION RIGHTS**

The following privileges will be granted to the Association by the Board of Education.

- A. **Dues Deduction:** The Board will provide dues deduction from the payroll for Association membership where authorized by the member. (Deductions shall be for ten equal amounts beginning in September). After an employee initially authorizes a payroll deduction of his/her dues, such authorization shall remain in effect until such time as the Clerk of the Board is notified in writing by the Association to discontinue the deduction, which notification shall state that the employee has advised the Association of the change being made. The authorization to withhold dues shall contain the agreement of the employee to indemnify and hold the district harmless from all loss, cost or expense as a result of any such withholding. The Association similarly agrees to indemnify and hold the District harmless.
- B. **Access to Buildings and Equipment:** School buildings and equipment may be used by the Association when not being used for school purposes and when teachers are not assigned to perform school duties. Permission and schedule for usage of buildings and equipment will be obtained from the principal.
- C. **Communications:** The Association may use the school mailboxes and district e-mail for communication to teachers. Bulletin boards in the teacher's lounges may be used by the Association.
- D. **Association Leave:** The Board shall provide up to thirty-five (35) days to be used by officers or agents of the Association for activities of the Association.
- E. **Exclusive Rights:** The rights granted to the Association shall not be granted or extended to any other organization competing for exclusive bargaining agent status for the teacher or bargaining unit.

## **ARTICLE VII – FRINGE BENEFITS**

- A. **Fringe Benefit Plan:** The Board shall provide for fringe benefits through a flexible benefit plan under and in compliance with the provisions of Section 125 of the Internal Revenue Code, related statutory provisions and applicable regulations. Any administrative costs for individual offerings within the Section 125 plan will be the responsibility of the employee choosing that option. For each teacher electing to participate in the group health insurance plan the Board will also provide a contribution of \$297.75 toward the single option coverage, OR a contribution of \$413.75 per insurance contract toward a family option coverage, OR a contribution of \$671.75 per family insurance contract when two teachers covered by one health insurance contract are eligible for a contribution. Under no condition will the Board's contribution toward a single or family option exceed the cost of the premium for the lowest option for that respective coverage.
- B. **Salary Reduction & Elective Option:** The Board shall provide each teacher with the opportunity to execute a salary reduction agreement. Contributions under the salary reduction agreement shall be designated by the teacher for the purchase of a benefit or benefits from the following approved plans:
  - Group Term Life Insurance up to \$50,000
  - Group Health Insurance
  - Disability Income Insurance
  - Cancer and Other Dread Diseases Insurance
  - Dependent Care
  - Medical Reimbursement
  - Such other lawful components or options as may be approved by the Board from time to time.
- C. **SALARY REDUCTION & BENEFIT ELECTION FORM**  
Teachers wishing to participate in the Section 125 cafeteria plan shall complete a "salary reduction agreement and benefit election form" approved by the Board of Education and submit it to the required

office on or before the date at the commencement of each school year designated by the Superintendent. The salary reduction agreement and benefit election forms shall be provided by the Board but it shall be solely the teachers' responsibility to complete the form and submit it to the office designated by the Superintendent on or before the prescribed date. Each teacher agrees to hold the District harmless from any failure on his or her part to submit the necessary form in a timely fashion. Once made, a salary reduction agreement and benefit election shall be irrevocable (except as specifically permitted by the Internal Revenue Code and regulations) for that particular contract year.

- D. **Administration:** It is agreed that the teacher shall comply with all applicable directives of the Internal Revenue Service or other federal or state regulations, as amended, in administering and maintaining the Section 125 cafeteria plan. The Board reserves the right to draft and implement all necessary documentation in regard to the Section 125 cafeteria plan in compliance with applicable rules and regulations of federal and state law and further reserves the right to modify or terminate the plan if it is found to be unlawful under any applicable law or regulation, or to modify or terminate this plan subsequent to the expiration of this agreement as and to the extent permitted by the Internal Revenue Code or the Plan.
- E. **Withholding:** The Board may withhold such amounts of a teacher's compensation hereunder as may be necessary in the opinion of the Board to comply with state and federal laws including social security and retirement.
- F. **Selection of Carriers:** The selection of the carrier or carriers for each of the offered benefits shall be made by the Board.
- G. **Part Time Teachers:** Part time teachers shall be permitted to participate in the Section 125 cafeteria plan.

**ARTICLE VIII – PROFESSIONAL COMPENSATION 2008-09**

**A. SALARY SCHEDULE FOR TEACHERS**

**AND**

**NURSES HOLDING B.S. DEGREES**

OLD	NEW	BS	BS+10	BS+20	BS+30	MS	MS+15	MS+30	PhD/ED
15	A					46,575	49,900	52,450*	53,500
14	B				43,200	44,075	46,900	46,950	51,500
13	C				43,325	43,200	45,400	46,100	50,000
12	D			40,950	41,475	42,400	44,525	45,250	48,500
11	E			40,150	40,600	41,600	43,675	44,450	47,000
10	F		39,160	39,350	39,725	41,000	42,800	43,650	46,000
9	G		38,530	38,750	38,900	40,400	42,000	42,950	45,200
8	H	36,400	37,900	38,350	38,400	40,000	41,400	42,450	44,400
7	I	35,800	37,275	37,950	38,000	39,600	40,800	42,000	43,800
6	J	35,500	36,825	37,550	37,800	39,200	40,200	41,300	43,200
5	K	35,400	36,575	37,250	37,625	38,900	39,600	41,100	42,600
4	L	35,300	36,325	36,950	37,500	38,600	39,475	40,900	42,475
3	M	35,200	36,075	36,650	37,400	38,300	39,350	40,800	42,350
2	N	35,100	35,875	36,525	37,250	38,200	39,225	40,700	42,225
1	O	35,000	35,700	36,400	37,100	38,100	39,100	40,600	42,100

\*\*\$1250 will be added to the MS+30 for any teacher on step 19 in the 07-08 salary schedule.

**B. Placement and Movement on the Salary Schedule**

1. The Superintendent with the approval of the Board will determine initial placement.
2. For the Bachelor’s plus classifications, additional hours of 10, 20, or 30, may be earned in any field, either graduate or undergraduate, but must be earned after date of eligibility for a teaching certificate. The hours for nurses may be earned in any field, either graduate or undergraduate, that applies towards re-licensure, as a nurse, or towards their employment in the school environment. However, any credits for nurses must be approved by the Superintendent.
3. For the MS +15 hour’s classification, credit must be earned after the date of the Master’s Degree and must be specifically approved by the Superintendent.
4. For the MS+ 30 or Doctorate (PhD/EdD) classification, credits must be earned after the date of the highest earned degree and must be specifically approved by the Superintendent.
5. Salary adjustments will be made in September of each year, that is, the salary bracket the teacher is in will be determined by the official transcripts of college and/or state approved professional development hours in the Personnel Office on September 1 of each year. Advancement vertically will be one step per year as maximum; provided, however, if through failure to furnish the necessary information by September 1 of any year a teacher is precluded from advancement for that year, the teacher may advance a maximum of two steps the following year if so entitled.
6. To be eligible for the experience increment, all teachers must present six additional hours of credit during each five-year period. The five-year period begins with the date of employment. Credits must be approved by the Superintendent.
7. Travel credit will be accepted if travel is sponsored by a college or university and credit given by that institution.
8. Any teacher who has reached the age of sixty years and who does not require additional college credits to renew a teaching certificate shall be eligible for vertical advancements on the salary schedule without the requirement of taking additional college credits.
9. Subject to the provisions of paragraph one above, as a general rule teachers newly employed in Geary County Unified Schools will be placed on the salary schedule up to and including the fifteenth year, based on out-of-district service for the fifteen school years preceding the year of employment.
10. Credits for movement on the salary schedule shall include both college and state approved professional development hours earned while employed by Geary County Unified Schools. Only those professional development activities completed no later than July 31 and for which validations/evaluation forms are received in the office the Assistant Superintendent for Curriculum and Instruction at the Devin Center no later than July 31 may be applied to the movement on the salary schedule for the coming school year. In the case of nurses and Speech Language Pathologists, CEU credits and professional development hours must be approved by the superintendent.
11. The Board grants a gratuity to those teachers who have taught thirty years or more—twenty years or more of which have been served in Geary County Unified Schools. The gratuity will be \$1,000 for twenty years of service in Junction City and will be increased proportionately per year to \$2,000 for thirty years of service in Geary County Unified Schools. The gratuity will be paid one time—upon retirement of the teacher from teaching in Junction City.

**SCHEDULE FOR CAREER GRATUITY PAYMENTS**

20 years.....\$1,000	24 years..... \$1,400	28 years..... \$1,800
21 years.....\$1,100	25 years..... \$1,500	29 years..... \$1,900
22 years.....\$1,200	26 years..... \$1,600	30 years..... \$2,000
23 years.....\$1,300	27 years..... \$1,700	

## C. SUPPLEMENTAL SALARY SCHEDULE FOR 2008-2009

### 1. ACADEMICS (AC)

Supplemental Pay Schedule for 2008-2009						
Academics (AC)						
AC	SE	Drama Coach	\$1,595		x	+
AC	SE	Musical Director	\$1,345		x	+
AC	SE	Musical Production Staff	\$1,095	*	x	#
		Musical Accompanist				
		Musical Assistant Music Director/Vocal				
		Musical Choreographer				
		Musical Costumer				
		Musical Stage Director				
		Musical Orchestra Conductor				
AC	SE	Newspaper Sponsor	\$1,445	*	x	+
AC	SE	Stagecraft Coach	\$1,195	*	x	+
AC	SE	Yearbook Sponsor	\$1,945		x	+

SE=High School  
 MS=Middle School  
 \* Eligible to share  
 x Eligible for longevity pay  
 # Lump sum payment  
 + 12 month payment

### 2. ACTIVITIES (AT)

Supplemental Pay Schedule for 2008-2009						
Activities (AT)						
AT	SE	Band Instructor (Lead)	\$3,345		x	+
AT	MS	Band Instructors (Middle School) (Lead)	\$2,245		x	+
AT	SE	Cheerleading (Head)	\$2,960		x	+
AT	SE	Cheerleader (Asst.)	\$1,778	*	x	#
AT	SE	Dance Team	\$2,295		x	#
AT	SE	Debate (Head)	\$2,920		x	+
AT	SE	Debate (Asst.)	\$1,695	*	x	#
AT	SE	Flag Leader	\$745	*	x	#
AT	SE	Forensics	\$2,870		x	#
AT	SE	Forensics (Asst.)	\$1,645	*	x	#
AT	SE	Kay/Kayette	\$1,395		x	#
AT	SE	Kay Sponsor (Asst.)	\$795	*	x	#
AT	MS	Kay Sponsor (Middle School)	\$820	*	x	#
AT	SE	Orchestra	\$2,500		x	+
AT	MS	Orchestra	\$2,500		x	+
AT	SE	Scholar's Bowl	\$1,640		x	#
AT	SE	Scholar's Bowl (Asst.)	\$815	*	x	#
AT	SE	Student Council Sponsor	\$1,570		x	#
AT	MS	Student Senate (Middle School)	\$645	*	x	#
AT	EL	Student Council (Elementary)	\$495	*		#
AT	SE	Vocal Music Instructor	\$3,345		x	+
AT	SE	Music Director (Asst.)	\$2,995		x	+
AT	MS	Vocal Music Instructors (Middle School)	\$2,045		x	+

EL=Elementary School  
 MS=Middle School  
 SE=High School  
 \* Eligible to share  
 x Eligible for longevity pay  
 # Lump sum payment  
 + 12 month payment

### 3. ATHLETICS (A)

Supplemental Pay Schedule for 2008-2009						
Athletics (A)						
A	SE	Baseball (Head)	\$3,345		x	+
A	SE	Baseball (Asst.)	\$2,070	*	x	#
A	SE	Basketball Boy (Head)	\$4,495		x	+
A	SE	Basketball Boy (Asst.)	\$2,520	*	x	#
A	MS	Basketball Boy (Lead Middle School)	\$2,045		x	#
A	MS	Basketball Boy (Asst. Middle School)	\$1,670	*	x	#
A	MS	Instructional Basketball Boy (Middle School)	\$1,245		x	#
A	MS	Instructional Basketball Assistant (Middle School)	\$1,020	*	x	#
A	SE	Basketball Girl (Head)	\$4,495		x	+
A	SE	Basketball Girl (Asst.)	\$2,520	*	x	#
A	MS	Basketball Girl (Lead Middle School)	\$2,045		x	#
A	MS	Basketball Girl (Asst. Middle School)	\$1,670	*	x	#
A	MS	Instructional Basketball Girl (Middle School)	\$1,245		x	#
A	MS	Instructional Basketball Assistant (Middle School)	\$1,020	*	x	#
A	SE	Bowling (Head)	\$2,695		x	#
A	SE	Bowling (Asst.)	\$1,645	*	x	#
A	MS	Instructional Bowling (Head)	\$1,245		x	#
A	MS	Instructional Bowling (Asst.)	\$1,020	*	x	#
A	SE	Cross County (Head)	\$2,870		x	#
A	SE	Cross County (Asst.)	\$1,795	*	x	#
A	MS	Cross Country (Head)	\$2,045		x	#
A	MS	Cross Country (Asst.)	\$1,670	*	x	#
A	SE	Football (Head)	\$4,495		x	+
A	SE	Football (Asst.)	\$2,520	*	x	#
A	MS	Football (Lead Middle School)	\$2,045		x	#
A	MS	Football (Asst. Middle School)	\$1,670	*	x	#
A	SE	Golf (Head)	\$2,770		x	#
A	SE	Golf (Asst.)	\$1,645	*	x	#
A	MS	Instructional Golf (Middle School)	\$1,245		x	#
A	MS	Instructional Assistant Golf (Middle School)	\$1,020	*	x	#
A	SE	Soccer Boy (Head)	\$3,145		x	#
A	SE	Soccer Boy (Asst.)	\$1,945	*	x	#
A	SE	Soccer Girl (Head)	\$3,145		x	#
A	SE	Soccer Girl (Asst.)	\$1,945	*	x	#
A	SE	Softball (Head)	\$3,345		x	+
A	SE	Softball (Asst.)	\$2,070	*	x	#
A	SE	Swimming Boy (Head)	\$2,795		x	#
A	SE	Swimming Boy (Asst.)	\$1,695	*	x	#
A	SE	Swimming Girl (Head)	\$2,795		x	#
A	SE	Swimming Girl (Asst.)	\$1,695	*	x	#
A	SE	Tennis Boy (Head)	\$2,695		x	#
A	SE	Tennis Boy (Asst.)	\$1,645	*	x	#
A	SE	Tennis Girl (Head)	\$2,695		x	#
A	SE	Tennis Girl (Asst.)	\$1,645	*	x	#

SE=High School  
MS=Middle School  
\* Eligible to share  
x Eligible for longevity pay  
# Lump sum payment  
+ 12 month payment

A	MS	Tennis (Lead Middle School)	\$2,045		x	#
A	MS	Tennis (Asst. Middle School)	\$1,670	*	x	#
A	SE	Track (Head)	\$3,745		x	+
A	SE	Track (Asst.)	\$2,220	*	x	#
A	MS	Track (Lead Middle School)	\$2,045		x	#
A	MS	Track (Asst. Middle School)	\$1,670	*	x	#
A	SE	Volleyball (Head)	\$3,295		x	#
A	SE	Volleyball (Asst.)	\$2,045	*	x	#
A	MS	Volleyball (Lead Middle School)	\$2,045		x	#
A	MS	Volleyball (Asst. Middle School)	\$1,670	*	x	#
A	MS	Instructional Volleyball (Middle School)	\$1,245		x	#
A	MS	Instructional Assistant (Middle School)	\$1,020	*	x	#
A	SE	Wrestling (Head)	\$4,495		x	+
A	SE	Wrestling (Asst.)	\$2,295	*	x	#
A	MS	Wrestling (Lead Middle School)	\$2,045		x	#
A	MS	Wrestling (Asst. Middle School)	\$1,670	*	x	#

MS=Middle School  
 \* Eligible to share  
 x Eligible for longevity pay  
 # Lump sum payment  
 + 12 month payment

#### 4. CLUB (CL)

Supplemental Pay Schedule for 2008-2009						
Club (CL)						
CL	SE	AFS	\$795	*	x	#
CL	SE	Blue Jay Pride (Head)	\$1,255		x	#
CL	SE	Blue Jay Pride (Asst.)	\$695	*	x	#
CL	SE	Class Sponsor (Freshman)	\$545	*	x	#
CL	SE	Class Sponsor (Sophomore)	\$545	*	x	#
CL	SE	Class Sponsor (Junior)	\$1,745	*	x	#
CL	SE	Class Sponsor (Senior)	\$1,045	*	x	#
CL	SE	Drama Club	\$695	*	x	#
CL	SE	Foreign Language Clubs	\$695	*	x	#
CL	SE	Future Business Leaders Club	\$695	*	x	#
CL	SE	Key Club	\$595	*	x	#
CL	SE	Komomantyns	\$695	*	x	#
CL	SE	National Honor Society	\$1,045		x	#
CL	SE	National Honor Society (Asst.)	\$545	*	x	#
CL	MS	NJHS (Middle School)	\$645		x	#
CL	SE	Project Graduation	\$795	*	x	#
CL	SE	SADD	\$795		x	#
CL	MS	SADD (Middle School)	\$645	*	x	#

SE=High School  
 MS=Middle School  
 \* Eligible to share  
 x Eligible for longevity pay  
 # Lump sum payment  
 + 12 month payment

**5. SERVICES (S)**

<b>Supplemental Pay Schedule for 2008-2009</b>						
<b>Services (S)</b>						
S	MS	Athletic/Activities Coordinator (Middle School)	\$3,295		x	+
S	SE	Basketball Scorer (Home)	\$495		x	#
S	DW	Detention Center Teacher (6 hours)	\$2,545			+
S	DW	District Instrumental Music Chairperson	\$1,155			+
S	DW	District Vocal Music Chairperson	\$1,155			+
S	DW	Elementary Head Teacher	\$1,845			+
S	DW	Elementary Team Leaders 10 or less staff	\$925			+
S	DW	Elementary Team Leaders more than 10 staff	\$1,225			+
S	SE	Football Statistician	\$745		x	#
S	SE	Football Video Camera	\$745		x	#
<b>S</b>	<b>DW</b>	<b>Nurse Coordinator</b>	<b>\$2,000</b>			<b>+</b>
S	DW	Physical Education Chairperson	\$1,155			+
S	DW	Secondary Department Heads 10 or less staff	\$925			+
S	DW	Secondary Department Heads more than 10 staff	\$1,225			+
S	DW	Social Worker Supervisor	\$1,155			+
S	DW	Teacher Mentor	\$1,000			#
S	DW	Therapeutic Learning Center	\$2,045			+
S	SE	Weight Training Coach	\$2,495		x	+
S	SE	Weight Training Coach (Asst.)	\$1,295	*	x	+

DW=District Wide  
 \* Eligible to share  
 x Eligible for longevity pay  
 # Lump sum payment  
 + 12 month payment

**Extended Contracts**

DW=District Wide

	DW	Psychologist (+10 days)	per diem	10		+
	DW	Counselor (+10 days)	per diem	10		+
	DW	Social Worker (+10 days)	per diem	10		+
	DW	Librarian (Secondary +10 days)	per diem	10		+
	DW	Librarian (Elementary +4 days)	per diem	4		+
	<b>DW</b>	<b>School Nurse (+2 days)*</b>	<b>Per diem</b>	<b>2</b>		<b>+</b>
	DW	Special Education Coordinator (+10 days)	per diem	10		+
	DW	Staff Development Cadre (+10 days)	per diem	10		+
	DW	Instructional Specialist (up to 10 days)	per diem	10		+
	DW	Student Services Coordinator (+10 days)	per diem	10		+
	DW	Transition Coordinator (+10 days)	per diem	10		+
	DW	Speech Pathologist (+4 days)	per diem	4		+
	DW	Elementary Assistant to the Principal	per diem + \$2,500	15		+
	DW	Secondary Assistant to the Principal	per diem + \$3,500	15		+
	DW	District ELL Coordinator (up to 10 days)	per diem + \$2,000	10		+

\* School nurses are eligible for up to two days per diem to be used at the beginning of the contract year provided one of the per diem days is used for the scheduled enrollment day.

## 6. Grants (G)

It is understood that the district at anytime may be pursuing and/or operating various programs with funds from a variety of sources. When grants are received, the JCEA Advisory Board will be informed immediately and grant positions will proceed to IBB. These grant funded positions do not draw on funds available for the salary schedule, but will appear in the supplemental salary schedule. Furthermore, when the grant expires, so do the positions funded by the grant.

Supplemental Pay Schedule for 2008-2009				Grant Expires
Grant (G)				
G	DW	Early Reading First (6 positions)	25 per diem	Expires 2010
G	DW	Speech Therapist	\$2,000	Renewable annually
			10 per diem	
G	DW	District ELL Coordinator (up to 10 days)	+ \$2,000	+
G	DW	Family, Career, & Community Leaders of America	\$695	* #
G	DW	Waiver Teachers**	Reimburse up to one class per school year	Renewable annually

\*\*Teachers working on waiver for Special Education endorsement who receive tuition reimbursement for completed college course work to become a special education teacher are required to stay three years with the district in a special education position. Should they leave the district or the SPED position, they must reimburse the district for monies received for their tuition. Special circumstances (i.e. circumstances that you would not be charged liquidated damages) are exempt from having to pay expenses back.

## 7. Supplemental Salary Committee

Additions to or deletions from the Supplemental Salary Schedule will be recommended as outlined in the Supplemental Salary Committee Guidelines.

## 8. Assignment

- Supplemental pay assignments are separate and in addition to the teacher's duty day.
- Such assignments shall be voluntary and no teacher shall be required to accept any such assignment. Refusal to accept a supplemental pay assignment shall not be the basis for negative teacher appraisal.
- There is no limit to the number of persons who may fill a position listed on the Supplemental Pay Schedule subject to the limitations below. However, if more than one sponsor is requested for a club, sponsors must submit a rationale/request to the Supplemental Salary Committee for approval. Each person filling a position shall receive the full amount listed on the schedule. With permission of the administration and the President of the Association, teachers may enter into discussions about sharing or splitting the responsibilities of those assignments with an "\*" listed on the schedule. Should teachers agree to share/split responsibilities, then such sharing/splitting of the assignment shall be allowed provided that:

- The duties assigned to each teacher shall be placed in writing;
- The salary amount for each teacher shall be placed in writing;
- The total salary for a position shall be neither greater than nor less than that negotiated;
- Alleged violations of the above may become grievable under the procedure described in Article IV; and

5. The Association shall approve in writing within five (5) working days. Failure to respond will indicate approval.

d. Elementary music teachers will voucher time outside the duty day used to plan and produce programs at the hourly contract rate.

**9. Hourly Rate**

Ticket takers, ticket sellers, athletic event supervisors, timers, scorers, announcer, etc. for the high school and middle schools will be paid at the rate of \$9.00 per hour. Hourly rate shall begin at the time the teacher is required to report.

**10. Longevity Pay**

On the following Supplemental Pay Schedules; Academics, Activities, Athletics, Club and Services those assignments with an “x” are eligible for longevity pay as follows:

- a. Year 4 to 5                      105% of the amount indicated on the schedule
- b. Year 6 to 10                     110% of the amount indicated on the schedule
- c. Year 11 to 15                   120% of the amount indicated on the schedule
- d. Year 16 and beyond            130% of the amount indicated on the schedule

**11. Lump Sum Payment**

For those assignments on the Supplemental Salary Schedule marked with “#” teachers shall receive full compensation promptly after the next regular payroll payment after successful completion of the supplemental salary assignment.

**12. Twelve Month Payment**

For those assignments on the Supplemental Salary Schedule marked with “+” those teachers will receive the payments over a twelve month basis.

**D. Teachers Instructing Students Beyond the Duty Day/Contract Year**

Excluding duties covered under other provisions of the contract, teachers instructing students beyond the duty day/contract year shall be compensated at the rate of \$17.50 per hour.

**E. Professional Development Trainers**

Teachers utilized from time to time and designated by the Superintendent as Staff Development Trainers for the purpose of teaching sessions in teacher development programs shall be compensated on an hourly basis at \$17.50 per contact teaching hour.

**F. Reimbursement for Tuition Costs**

In the event any teacher is required by the Superintendent of Schools to take additional college hours to increase the scope of his/her certification/license, tuition costs incurred by the teacher shall be paid by the Board upon presentation of proper receipts.

**G. Travel Allowance**

Employees required in the course of their work to drive personal automobiles from one building to another should be reimbursed for travel expenses. The mileage rate will be established for the contract year at the state rate in effect on the date of the final step in ratification of the contract.

**H. New Teacher Orientation**

Teachers new to the district who are required to be on duty extra days because of new teacher orientation shall be compensated at the hourly rate of \$12.00.

**I. Transfer Compensation**

With prior approval of the principal/supervisor and the Director of Human Resources, teachers involved in involuntary transfers shall be compensated at the hourly rate of \$12.00 an hour for work related to the transfer and required to be done outside the duty day. The Director of Human Resource will make final determination regarding the compensation.

**J. National Board Certification**

Nationally Board Certified/Licensed teachers will be compensated at the rate established by the state.

**K. RN SALARY SCHEDULE FOR 2008-2009****PROFESSIONAL COMPENSATION FOR RN NURSES**

<b>STEP</b>	<b>RN</b>	<b>RN + 10</b>	<b>RN + 20</b>	<b>RN + 30</b>
1	30,370	30,883	31,396	31,908
2	30,932	31,444	31,958	32,470
3	31,495	32,008	32,521	33,033
4	32,058	32,570	33,082	33,595
5	32,619	33,132	33,644	34,158
6	33,247	33,760	34,273	34,785
7	33,877	34,389	34,901	35,413
8	34,505	35,018	35,531	36,042
9	35,133	35,646	36,159	36,671
10	35,762	36,274	36,787	37,300
11	36,644	37,156	37,669	38,182
12	37,526	38,038	38,551	39,064
13	38,352	38,975	39,598	40,221

\* \$400 will be added to the RN+30 last step on schedule beginning the second year an employee is on that step.

**L. Placement and Movement on the Nurse’s Salary Schedule**

1. Initial placement will be determined by the Superintendent with the approval of the Board.
2. For the RN and plus classifications, additional hours of 10, 20, or 30, may be earned in any field, either graduate or undergraduate, that applies towards re-licensure as a nurse, or towards their employment in the school environment. However, any credits must be approved by the Superintendent.
3. Salary adjustments will be made in September of each year; that is, the salary bracket the nurse is in will be determined by the official record in the office on September 1 of each year. Advancement vertically will be one step per year as a maximum; provided, however, if through failure to furnish the necessary information by September 1<sup>st</sup> of any year that a teacher is precluded from advancement for that year, the teacher may advance a maximum of two steps the following year if so entitled.
4. RN nurses must present six additional hours of credit during each five-year period to be eligible for the increment. The five-year period begins the date of employment. Credits must be approved by the Superintendent.
5. Travel credit will be accepted if travel is sponsored by a college or university and credit is given by that institution.
6. Subject to the provisions of paragraph one above, as a general rule nurses newly employed in the Geary County Unified Schools will be placed on a salary schedule up to an including the tenth year, based on out-of-district service for the twelve school years preceding the year of employment.
7. Credits for movement on the salary schedule shall include college hours, CEU credits and professional development hours earned while employed by Geary County Schools. CEU credits and professional development hours must be approved by the Superintendent.
8. The Board grants a gratuity to those nurses who have been professionally employed thirty years or more—twenty years or more of which have been served in Geary County Unified Schools. The gratuity will be \$1,000 for twenty years of service in USD 475 and will be increased proportionately per year to \$2,000 for thirty years of service in Geary County Unified Schools. The gratuity will be paid one time—upon retirement of the nurse from employment in USD 475.

**SCHEDULE FOR CAREER GRATUITY PAYMENTS**

20 years.....\$1,000	24 years.....\$1,400	28 years.....\$1,800
21 years.....\$1,100	25 years.....\$1,500	29 years.....\$1,900
22 years.....\$1,200	26 years.....\$1,600	30 years.....\$2,000
23 years.....\$1,300	27 years.....\$1,700	

## ARTICLE IX – TEACHER APPRAISAL

### A. ASSUMPTIONS AND RATIONALE UNDERLYING THE TEACHER APPRAISAL PROCESS

1. Teacher appraisal in the Geary County Unified Schools is based on the assumptions that appraisal
  - a. **fosters continuous cooperation**
  - b. **facilitates the professional growth of the individual**
  - c. **improves the quality of instruction and learning**

### B. PURPOSES OF THE TEACHER APPRAISAL PROCESS

#### Summary

1. The teacher appraisal process comprises two major categories:

- a) formative appraisal, which gathers specific information about an individual teacher's strengths and weaknesses to be used for improving individual performance
- b) summative appraisal, which collects information about a teacher's overall performance relevant to administrative decisions such as retention, promotion, or non-renewal.

2. One key component of teacher appraisal is self-assessment or self-analysis of performance. A growing body of evidence indicates that the individual having primary responsibility for carrying out a given assignment must be significantly involved in the teacher appraisal process in order to achieve improved performance.

3. It must also be emphasized that at some point in the teacher appraisal process, administrative decisions (the summative appraisal) will utilize information gathered in the formative stage.

#### Objectives

4. Specific objectives for teacher appraisal as adopted by the Geary County Unified School Board of Education include:

- a) to improve the classroom instruction of teachers and thus provide optimal educational opportunities for students of Geary County Unified School District #475
- b) to communicate to each teacher the expectations of the administration
- c) to improve each teacher's understanding of the duties, responsibilities, and performance expectations of his/her position

### C. TEACHER APPRAISAL PROCESS

1. Kansas Law Requirements

<b>Years</b>	<b>Number of appraisals</b>	<b>Completion Date</b>
1 and 2	2 per year	Prior to 60 <sup>th</sup> day of each semester
3 and 4	1 per year	By February 15 each year
5 and on	1 every three years	By February 15 of the appraisal year

## 2. Pre-Appraisal Training

Training for administrators and certified staff precedes initiation of the appraisal process. This training includes but is not limited to

- a. Defining effective teaching
- b. Describing effective teaching
- c. Observing to obtain desired evidence of quality teaching
- d. Writing a SMART (Specific, Measurable, Attainable, Reasonable, and Timely) goal. A measurable goal states clearly the evidence required for documentation of progress. Professional Development Plan (PDP) goals, teacher appraisal goals, and applicable licensure goals should closely relate.
- e. Choosing and collecting evidence of quality teaching
- f. Gaining understanding of timelines for the appraisal process

The administrator will meet with both probationary and non-probationary certified staff to be evaluated during the year to discuss requirements for an appraisal no later than the end of September.

## 3. Probationary Teachers

a. Definition. Probationary teachers meet one of the following criteria:

1. New to the profession and in their first through third years in the district
2. From out-of-state and in their first through third years in the district
3. Non-probationary from another Kansas school district and in their first and second years in the district

b. Annual Requirements.

1. Individual preliminary conference held prior to the 60<sup>th</sup> class day between administrator and teacher to determine measurable goals. The administrator will guide and approve goals in relation to building and district goals. \*Goals for Professional Development Plans must also be approved by the administrator according to state regulations.
2. Formal appraisals that include classroom observations related to the goals.
3. Required participation in the District's three-year induction program.
4. The teacher is responsible to produce and maintain evidence which is required to document completion of goals. This evidence must be presented to their administrator during the formative follow-up meetings for monitoring and input. Evidence may include
  - Student work samples
  - Lesson plan samples
  - Teacher artifacts such as newsletters, IEPs, Student Improvement Plans, etc.
  - Examples of parent interaction
  - Self-reflection
  - Videotapes of lessons or class activities
  - Service-to-the-profession activities as defined by the Professional Development Council document or as directed by Kansas statute
  - An approved plan for professional growth and progress toward goals as shown by participation in workshops and staff development
  - Task force participation (not suggested for the first-year teacher)
  - Other evidence agreed to by evaluatee and administrator

## 4. Non-Probationary Teachers

a. **Definition.**

- Teachers who have successfully completed the probationary process requirements in the district.

b. Requirements.

1. Certified staff and administrators will meet annually by October 15 to establish and/or maintain measurable goals and agreed upon evidence. Other more frequent meetings may occur if requested by the administrator or staff member.
2. The staff member will share collected data, evidence and progress with the administrator in a follow-up conference determined by the administrator. All data or documentation over the three-year cycle will be considered in the formal appraisal process. Goals and activities support the individual's Professional Development Plan and School Improvement Goals.

3. The teacher is responsible to produce and maintain evidence which is required to document completion of goals. This evidence must be presented to their immediate supervisor and/or building administrator during the formative follow-up meetings for monitoring and input. Evidence may include
  - Student work samples
  - Lesson plan samples
  - Teacher artifacts such as newsletters, IEPs, Student Improvement Plans, etc.
  - Trends in student performance (formative as well as summative)
  - Examples of parent interaction
  - Self-reflection
  - Videotapes of lessons or class activities
  - Service-to-the-profession activities as defined by the Professional Development Council document or as directed by Kansas statute
  - Evidence of an approved plan for professional growth and progress toward goals as shown by participation in workshops and staff development
  - Task force participation
  - Classroom observation
  - Other evidence agreed to by evaluatee and administrator

5. Assistance Plans for Non-Probationary Teachers

- a. **Criteria.** Administrator may decide to place non-probationary teachers on assistance plans after conferring with the Director of Human Resource Services. These decisions must be supported by evidence. All teachers on assistance plans will be notified in writing.
- b. **Method.** The Plan of Assistance states areas of deficiency and addresses them with measurable goals administratively directed and documented. It suggests a specific and reasonable program for assistance. The administrator determines frequency of meetings to examine and discuss progress on goals. If the administrator conducts observations, meetings will follow.
- c. Once determined necessary, the Plan of Assistance will start immediately and continue for a minimum of three full semesters, one full semester for each phase:
  1. Phase I will consist of developing a Plan of Assistance, frequent observations, and follow-up meetings to determine progress and needs for support. At the end of the semester, the teacher and administrator will meet to determine whether the teacher has improved sufficiently to require less support and monitoring. If the teacher has shown adequate improvement, he/she will move to Phase II. If the teacher has not shown improvement, notice of termination may occur.
  2. Phase II consists of a reduced level of support by the administrator after the teacher has made adequate progress in Phase I. Its purpose is to establish whether the teacher is able to maintain performance. After the teacher successfully completes Phase II, he/she will proceed to Phase III. If the teacher is unable to make adequate progress, he/she returns to Phase I after the first full semester.
  3. Phase III consists of the teacher continuing to work on areas of need without support. The administrator may do a formal observation to verify progress and adequate performance. If the teacher is successful during this phase, he/she is released from the Plan of Assistance at the end of the semester. The teacher will be notified of this decision in writing. If the teacher does not reach an adequate level of performance, he/she is returned to Phase I or Phase II, based on the review.

**6. General Provisions.** The administrator will choose evidence of progress based on needed areas of improvement. Evidence must indicate that goals have been met, or the administrator may recommend to the superintendent that the teacher's contract not be renewed. Either placement of any teacher on a Plan of Assistance multiple times or failure to make progress on a given plan could be cause for non-renewal.

- a. Assessment results alone will not be the basis for placement on an assistance plan.
- b. Administrator and teacher will work together to develop a support system, which may include mentor teachers, co-workers, or other district personnel. When teachers assist one another in a voluntary observation experience, this peer assistance process shall not be used in conjunction with formal or required teacher appraisal. Confidentiality is essential in this process.

## **D. PROGRAM FOR PROFESSIONAL DEVELOPMENT**

1. A key component of teacher appraisal is the teacher's participation in the district's ongoing Professional Development Program. The Professional Development Program will support the educational goals of the building and the district.

## **E. RESPONSIBILITY FOR TEACHER APPRAISAL**

1. The principal of each school is responsible for the appraisal of professional staff members assigned to his/her building. In carrying out this responsibility, principals may involve assistant principals or designated administrators. It must be stressed, however, that the building principal is ultimately responsible for the teacher appraisal of all his/her teachers and must therefore retain a high degree of involvement which will allow him/her to make an intelligent judgement in each case.
2. In some cases, a teacher's appraisal will be the responsibility of an appropriate administrator rather than a building principal. All the principles and procedures which apply to building-level teacher appraisal apply also to a teacher appraisal conducted by one of these designated persons.

## **F. PROFESSIONAL PERFORMANCE GOALS**

1. The basic purpose of setting goals is to improve some aspects of the teacher's performance or area of responsibility and therefore contribute to the implementation of the School Improvement Plan.
2. Goals should be SMART (Specific, Measurable, Attainable, Reasonable, and Timely). A measurable goal states clearly the evidence required for documentation of progress. Professional Development Plan goals, evaluation goals, and applicable licensure goals should closely relate.

## **G. APPEALS PROCESS**

1. If the teacher thinks the appraisal is unfair, inaccurate, or incomplete, the teacher shall attempt to resolve the matter with the administrator who made the appraisal. If the matter is not resolved, the teacher shall have the right to appeal the matter to the Director of Human Resource Services. The teacher is afforded all the protections of K.S.A. 72-9005.

## **ARTICLE X – CONTRACT YEAR**

### **A. Length of Year**

1. The length of the contract year for the school year 2008-2009 will be 192 days.
2. Days scheduled for winter and spring recesses for the 2008-2009 school year shall include:
  - **Labor Day ~ September 1, 2008**
  - **Thanksgiving Break ~ November 26-28, 2008**
  - **Winter Break ~ December 22, 2008 ~ January 5, 2009**
  - **Martin Luther King's Birthday ~ January 19, 2009**
  - **Spring Break ~ March 16- 20, 2009**
  - **Memorial Day ~ May 25, 2009**

## **ARTICLE XI – TEACHING LOAD**

### **A. Normal Teaching Load**

1. The normal teaching load at the high school shall be five (5) class periods per scheduling cycle (in general seven student periods) and duties as assigned by the principal during seminar period.
2. The normal teaching load in the middle schools shall be five (5) class periods per day.

### **B. Overload Assignments**

1. When a teacher accepts an additional daily class period on a regular basis beyond the normal teaching load it shall be considered an overload assignment.
2. Teachers shall be compensated as follows for an overload assignment.  
High School – an additional one-sixth of salary schedule amount  
Middle School – an additional one-sixth of salary schedule amount

## **ARTICLE XII – REDUCTION IN FORCE**

### **A. Reduction in Force**

If, at any time, in the judgement of the Board of Education, a reduction in staff is necessary, the following procedures will be used.

1. To the extent the Board considers practical, the reduction will be accomplished through attrition.
2. If the Board determines that the required reduction cannot be accomplished entirely through attrition, the Board shall give written notice to the Association of its intention to implement a reduction in force.
3. The Board retains the sole discretion and authority to determine the number of teaching positions to be reduced and the specific employees to be laid off. In making these decisions the board shall consider tenure, certification, seniority, previous experience, effectiveness as a teacher, student success, complaints of parents, levels of minority teachers, and any and all other factors deemed by the Board to be relevant to maintaining the best qualified and effective faculty for the school

district. For the purpose of determining “seniority” in the application of the above sentence, a teacher’s seniority shall be determined as follows:

4.
  - a. Each teacher shall be credited with one (1) point for each year of service in Geary County USD 475.
  - b. Each teacher shall be credited with one (1) additional point for each column on the salary schedule.
  - c. Each teacher shall be credited with one (1) additional point for each step on the salary schedule.
  - d. The total of points for each teacher shall determine each teacher’s seniority rank. The district shall make the initial determination of the teacher or teachers best qualified for each position to be retained and if it is determined that more than one teacher is equally qualified, the district will calculate the seniority rank of the teachers as set forth above and the teacher with the higher rank will be retained.
5. Personnel to be laid off shall be provided written notice of termination fifteen (15) calendar days prior to their last scheduled duty day.

**B. Recall Procedure**

If the Board of Education has declared a reduction in staff is necessary and has given written notice to the Association as required under A.2. above, the following procedures will apply:

1. As teachers are selected for layoffs, their names will be placed on a list in the order of their selection. When the list is complete, a copy of the list shall be dated and given to the Association. If necessary, additional lists may be completed, dated and a copy furnished to the Association.
2. After implementing such a reduction procedure, each list of names of teachers laid off because of such reduction in staff shall be maintained for two years from its date. Any teacher who has been so laid off shall no longer be considered an employee and shall have no employee rights or benefits other than those required by law, except that such teacher shall retain the right to file a grievance pursuant to Article IV in connection with any alleged violation of his or her recall rights under this Article. It shall be the responsibility of laid off teachers to keep the Assistant Superintendent in charge of Personnel informed of their current address and any changes in teaching qualifications and certification.
3. If a vacancy occurs within the two year period specified in paragraph 2 above for which any teacher named on the list is certified/licensed and is considered by the district to be the best qualified, and the position cannot be filled from teachers then currently on the teaching staff, the position shall be offered to the best qualified teacher on the lists for the position to be filled. The determination of whether teachers are similarly qualified shall be made by the district and shall be binding upon all concerned. In the event more than one teacher is considered similarly qualified, the position will be offered to the teacher with the highest seniority rank. The normal employment factors, as set forth in paragraph A.3. above, will be utilized by the district to determine the teacher that is best qualified to fill the position, and this determination shall be binding on all concerned. A vacancy shall not be deemed to exist for purposes of this paragraph if the position may be filled by a non-probationary teacher currently on the teaching staff. Similarly, the district shall not be obligated to offer any teacher a position of greater full time equivalency than that teacher had when he or she was laid off.
4. Any teacher reemployed by recall shall be given salary, related benefits, and the experience level to which he or she was entitled when laid off. No teacher shall lose reemployment rights by securing other employment during the layoff. Time during the lay off period shall not be counted, except that appropriate credit on the salary schedule may be given for teaching experience in a KSDE accredited school as if continuously employed with USD 475.
6. If any teacher named on the list waives recall rights in writing, fails to accept recall to a position for which the teacher is qualified, fails to respond within six (6) calendar days of a recall notice

sent to the latest address which the teacher has furnished, or fails to report for duty and accept the position, the name of such teacher shall be removed from the list and such teacher shall have no further recall rights.

## **ARTICLE XIII – RESIGNATIONS**

### **A. Terms of Resignation**

1. All contracts shall be binding on the teacher and Board of Education until the teacher has been legally released from the teacher contract.
2. The district will accept resignations for the succeeding school year without restriction if submitted on or before May 15, as provided in K.S.A. 72-5411 and K.S.A. 72-5437.
3. Resignations of professional employees shall be made in writing to the Human Resource Services office and shall indicate an effective date.
4. Resignations submitted after May 15 will be accepted subject to the payment of liquidated damages according to the following terms. The resignation date for the purpose of liquidated damages is based on the date the resignation is received in the Human Resource office.

### **B. Liquidated Damage**

1. Resignations received between May 16 and May 31 will be approved by the Board of Education after payment of a \$1,000 liquidated damage assessment.
2. Resignations received between June 1 and June 15 will be approved by the Board of Education after payment of a \$1,500 liquidated damage assessment.
3. Resignations received between June 16 and the staff member's individual reporting day will be approved by the Board of Education after payment of a \$2,500 liquidated damage assessment and when a suitable replacement has been found.
4. Resignations after the staff member's individual reporting day will be approved by the Board of Education after payment of a \$3,000 liquidated damage assessment and when a suitable replacement has been found.

### **C. Waiver**

1. Liquidated damages will be waived when the Director of Human Resource Services determines the professional educator is compelled to resign for medical/family emergencies or in the event of a compulsory transfer of the professional educator's spouse. Verification of such reasons may be required.
2. The Superintendent or designee may waive terms of resignation on a case by case basis.

## **ARTICLE XIV – DUE PROCESS RIGHTS**

### **A. Due Process Procedure**

1. All contracts of teachers shall continue for the next succeeding school year unless written notice of termination or non-renewal is served.
  - a. Written notice to terminate a contract may be served by the Board upon any teacher prior to the time the contract has been completed.
  - b. Written notice of intention to non-renew contract must be served by a Board upon any teacher on or before May 1.
  - c. The notice of intention to non-renew or to terminate the contract of a teacher will be prepared in the office of the superintendent of schools. Such a notice will be served to the teacher via registered mail.

The following provisions (2 through 7, inclusive) shall apply only to (1) teachers who have completed not less than three consecutive years of employment, and been offered a fourth contract, in USD 475; and (2) teachers who have completed not less than two consecutive year of employment in USD 475, and been offered a third contract by USD 475, if at any time prior to the current employment the teacher has completed the years of employment requirement of provision (1) in any school district, area vocational-technical school or community college in this state.

### **2. Notice of Nonrenewal; Hearing Officer**

- a. Whenever a teacher is given written notice of intention to not renew the teacher's contract or whenever the teacher is given notice of intention to terminate the contract, the notice shall include: (1) a statement of the reasons for the proposed nonrenewal or termination; and (2) a statement that the teacher may have the matter heard by a hearing officer, upon written request filed with the Clerk of the Board of Education within 15 calendar days from the date of such notice of non-renewal or termination.
- b. Upon the filing of any written request of a teacher to be heard as provided in a. above, within 10 calendar days thereafter, the Board shall notify the commissioner of education that a list of qualified hearing officers is required. Such notice shall contain the mailing address of the teacher. Within 10 days after receipt of notification from the Board, the commissioner shall provide to the Board and to the teacher, a list of nine randomly selected, qualified hearing officers.
- c. Within five (5) days after receiving the list from the commissioner, each party shall eliminate four names from the list, and the remaining individual on the list shall serve as hearing officer. In the process of elimination, each party shall eliminate no more than one name at a time, the parties alternating after each name has been eliminated. The first name to be eliminated shall be chosen by the teacher, within five (5) days after the teacher receives the list. The process of elimination shall be completed within five (5) days thereafter.
- d. Either party may request that one new list be provided within five (5) days after receiving the list. If such a request is made, the party making the request shall notify the commissioner and the other party, and the commissioner shall generate a new list and distribute it to the parties in the same manner as the original list.
- e. In lieu of using the process provided in subsections (b) and (c), if the parties agree, they may make a request to the American Arbitration Association for an arbitrator to serve as the hearing officer. Any party desiring to use this alternative procedure shall so notify

the other party in the notice required under subsection (a). If the parties agree to use this procedure, the parties shall make a joint request to the American Arbitration Association for a hearing officer within 10 days after the teacher files a request for a hearing. If the parties choose to use this procedure, the parties shall each pay one-half of the cost of the arbitrator and of the arbitrator's expenses.

3. **Due Process Hearing – Procedural Requirements**

The hearing provided for in Section 2. above shall commence within 45 calendar days after the hearing officer is selected unless the hearing officer grants an extension of time. The hearing shall afford procedural due process which shall include the following:

- a. the right of each party to have counsel of the party's own choice present and to receive the advice of counsel or other person whom the party may select;
- b. the right of each party or such party's counsel to cross-examine any person who provides information for the consideration of the hearing officer, except those persons whose testimony is presented by affidavit;
- c. the right of each party to present such party's own witnesses in person, or their testimony by affidavit or deposition, except that testimony of a witness by affidavit may be presented only if such witness lives more than 100 miles from the district office of USD 475 in Junction City, Kansas, or is absent from the state, or is unable to appear because of age, illness, infirmity or imprisonment. When testimony is presented by affidavit the same shall be served upon the clerk of the board of education or the agent of the board and upon the teacher in person or by first-class mail to the address of the teacher which is on file with the board not less than 10 calendar days prior to presentation to the hearing officer;
- d. the right of the teacher to testify in the teacher's own behalf and give reasons for the teacher's conduct, and the right of the board to present its testimony through such persons as the board may call to testify in its behalf and to give reasons for its actions, rulings or policies;
- e. the right of the parties to have an orderly hearing; and
- f. the right of the teacher to a fair and impartial decision based on substantial evidence.

4. **Witnesses; Fees and Costs**

- a. Witnesses who are subpoenaed to appear before a hearing officer shall receive \$5 per day and mileage at the rate prescribed by statute, for miles actually traveled in going to and returning from attendance at the hearing. The fees and mileage for the attendance of witnesses shall be paid by the party calling the witness, except that fees and mileage of witnesses subpoenaed by the hearing officer shall be paid by the board. Witnesses voluntarily appearing before the hearing officer shall not receive fees or mileage for attendance at the hearing.
- b. The hearing officer shall be paid \$240 per diem compensation or a portion thereof, for each day of actual attendance at the hearing or for any meeting held for the purpose of performing the hearing officer's official duties. In addition to compensation, the hearing officer shall be paid subsistence allowances, mileage and other expenses as provided by statute. The costs for the services of the hearing officer shall be paid by the board.
- c. Testimony at a hearing shall be recorded by a certified shorthand reporter. The cost for the certified shorthand reporter's services shall be paid by the board. The transcript shall be transcribed if the decision of the hearing officer is appealed to the district court, or if

either party requests transcription. The appellant or the party making the request shall pay for the cost of transcription. If both parties jointly request that the transcript be transcribed at the hearing level, the parties shall each pay one-half of the cost of transcription.

- d. Each party shall be responsible for the payment of its own attorney fees.
- e. All costs of a hearing which are not specifically allocated in this section shall be paid by the board.

5. **Testimony by Affidavit or Deposition**

- a. When either party desires to present testimony by affidavit or by deposition, that party shall furnish to the hearing officer the date on which the testimony shall be taken.
- b. A copy of the affidavit or deposition must be furnished by the opposing party within 10 days following the taking of the testimony.
- c. No such testimony shall be presented at a hearing until the opposite party has had at least 10 days prior to the date upon which the testimony is to be presented to the hearing officer to rebut the testimony by affidavit or deposition or to submit interrogatories to the affiant or deponent to be answered under oath.
- d. Such 10-day period may, for good cause shown, be extended by the hearing officer.

6. **Powers of Hearing Officer**

The hearing officer may:

- a. issue subpoenas for the attendance and testimony of witnesses and the production of , books, papers and documents relating to any matter under investigation;
- b. authorizes depositions to be taken;
- c. administers oaths;
- d. receives evidence and limit lines of questioning and testimony which are repetitive;
- e. calls and examines witnesses and introduce into the record documentary and other evidence;
- f. regulate the course of the hearing and dispose of procedural requests, motions and similar matters; and
- g. takes any other action necessary to make the hearing accord with administrative due process.

Hearings shall not be bound by rules of evidence whether statutory, common law or adopted by the rules of court, except that, the burden of proof shall initially rest upon the board in all instances other than when the allegation is that the teacher's contract has been terminated or nonrenewed by reason of the teacher having exercised a constitutional right. All relevant evidence shall be admissible, except that the hearing officer, in the hearing officer's discretion, may exclude any evidence if the hearing officer believes that the probative value of such evidence is substantially outweighed by the fact that its admission will necessitate undue consumption of time.

7. **Opinion of Hearing Officer**

- a. Unless otherwise agreed to by both the board and the teacher, the hearing officer shall render a written opinion not later than 30 days after the close of the hearing, setting forth the hearing officer's findings of fact and determination of the issues. The decision of the hearing officer shall be submitted to the teacher and to the board.
- b. The decision of the hearing officer shall be final, subject to appeal to the district court by either party as provided by statute.

**C. Procedure for Determination of an Abridgement of a Constitutional Right**

In the event any teacher alleges that his or her contract has been non-renewed because the teacher exercised a constitutional right, the following procedure shall be implemented:

1. The teacher alleging an abridgement by the board of a constitutionally-protected right shall notify the board of the allegations within 15 days after receiving the notice of intent to not renew or terminate the teacher's contract. Such notice shall specify the nature of the activity protected, and the times, dates and places of such activity.
2. The hearing officer provided for Section A.2. shall thereupon be selected and shall decide if there is substantial evidence to support the teacher's claim that the teacher's exercise of a constitutionally-protected right was the reason for the non-renewal.
3. If the hearing officer determines that there is no substantial evidence to substantiate the teacher's claim of a violation of a constitutionally protected right, the board's decision to not renew the contract shall stand.
4. If the hearing officer determines that there is substantial evidence to support the teacher's claim the board shall be required to submit to the hearing officer any reasons which may have been involved in the non-renewal.
5. If the board presents any substantial evidence to support its reasons, the board's decision not to renew the contract shall be upheld.
6. The above due process provisions are intended to paraphrase and represent the due process statute in effect January 1, 1998.

For purposes of this section, the term "teacher" shall be defined as any professional employee who is required to hold a certificate to teach in any school district, but not including any supervisors, principals or superintendents or any other persons employed under the authority of K.S.A. 72-8202b.

**RATIFIED AGREEMENT**

This agreement shall be in full force and effect for one year only, beginning July 1, 2008, and ending on June 30, 2009, according to Chapter 284, 1970 Session Laws of Kansas as amended by the Kansas Legislature, except as indicated in any attached letter of understanding.

**JUNCTION CITY EDUCATION ASSOCIATION      BOARD OF EDUCATION – USD 475**

\_\_\_\_\_  
**President**

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**President**

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**Secretary**

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**Clerk of the Board**

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**Ratification Date**  
By the Professional Employees Negotiations Unit

\_\_\_\_\_  
**Ratification Date**  
By the Board of Education