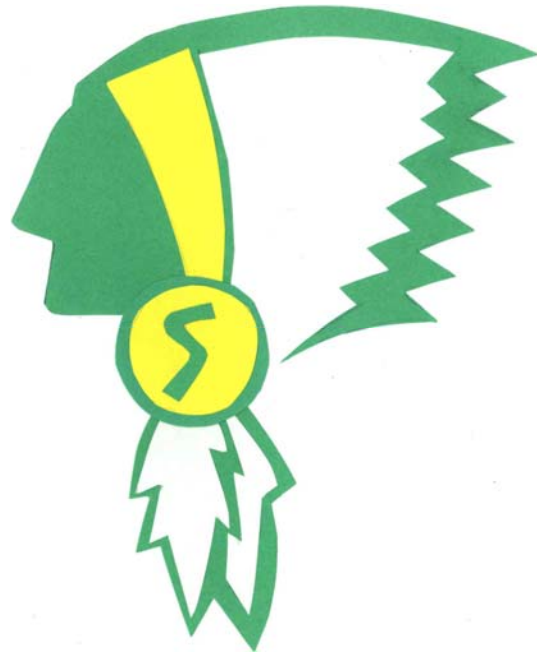


**2009-10 NEGOTIATED AGREEMENT**

**Teacher Employment Agreement  
With  
USD 507 Board of Education**



**Ratified by the  
Satanta Teacher's Association on  
May 22, 2009  
and  
Adopted by  
the Board of Education on  
June 8, 2009**

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**Teacher Employment Agreement  
with  
USD No. 507 Board Of Education  
2009-10**

The Board of Education of USD No. 507 and the negotiation team of the Satanta Teachers' Association have reached agreement on items for the 2009-10 school year.

The policy set forth herein shall be included by reference in the contracts of all teachers employed by USD No. 507. This agreement shall be made a part of the teacher's individual comprehensive contract with the same force and effect as though fully set herein.

It is therefore agreed:

**ARTICLE 1. Definitions**

A. Aggrieved Person

An "aggrieved person" or "grievant" means the person or persons filing a grievance. Two or more individual grievances may be consolidated for purposes of this procedure if the individual grievants are similarly affected by a grievance and the requested relief being sought by each is the same. Such grievances may be consolidated by agreement of the affected teacher(s) and the building principal if the individual grievances arise in the same building, or by agreement of the affected teacher(s) and the Superintendent if the individual grievances arise in different buildings. If the grievances are consolidated, all individual grievants must sign a consolidated "Statement of Grievance" form and will be bound by the final decision. Once consolidated, such grievance shall be separated and processed individually only by mutual agreement of the Superintendent and the teacher(s).

B. Association

The term "association" means the Satanta Teachers' Association. The grievant may be accompanied at all stages of the grievance procedure, at his/her option, by a USD No. 507 certified teacher.

C. Contract Year

The contract year is 179 days. The contract year begins the first day teachers report to duty.

D. Daily Rate

"Daily Rate" One, divided by the number of days in the instructor's annual base contract, times his/her salary excluding fringe benefits.

E. Days

The term "days", except when otherwise indicated, will mean school days.

F. Grievance

A "grievance" is defined as an alleged violation, misinterpretation, or misapplication by the School District of a negotiated item.

G. Grievance Panel

The “Grievance Panel” shall be composed of five (5) teachers of USD No. 507 elected annually by the teachers of USD No. 507, consisting of two members from the Grade School, two members from the Jr-Sr High School and one member-at-large. The vice-president of the Teachers’ Association will serve as the member at large. One alternate panel member from the Grade School and the Jr-Sr High School also will be elected. The names of the panel members shall be submitted to the Superintendent of Schools at the beginning of each school year. One member of the panel shall be designated as chairperson elected by the panel members.

H. Overload Duty

Overload duty occurs when a teacher contracts to teach seven class periods.

I. Parties in the Agreement

The term “parties in the agreement” refers to the grievant (who is defined as a teacher of Unified School District No. 507) and the Board (which is defined as the Board of Education of Unified School District No. 507, Haskell County, Satanta, Kansas).

J. Part-time Professional Employee

“Part-time professional employee” means a professional employee who is assigned less than a full school day.

K. Permanent Status Professional Employee

“Permanent status professional employee” means a professional employee who has become tenured with the district.

L. Probationary Professional Employee

“Probationary professional employee” means a professional employee who has not become tenured with the district.

M. Professional Employee

“Professional employee” means any person employed by a board of education in a position which requires a certificate issued by the state board of education or employed by a board of education in a professional, educational or instructional capacity, but shall not mean any such person who is an administrative employee.

N. Seniority

“Seniority” means the period of most recent, continuous, and uninterrupted employment with the District as determined from the effective date of employment; provided, however, an approved leave of absence shall not be construed as an interruption of continuing employment.

O. Temporary Professional Employee

“Temporary professional employee” means a professional employee who is employed for less than a full school year and is employed on a non-continuing contract.

**ARTICLE 2. Maintenance of Standards**

Individual items within the negotiated agreement will remain in force from year to year except for those items changed by the negotiations’ process.

**ARTICLE 3. Savings Clause**

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. Furthermore, the Superintendent and any two members of the Satanta Teachers’ Association as delegated by the association shall enter into discussion and present at the next scheduled board meeting a joint recommendation to replace any provisions found to be contrary to law.

**ARTICLE 4. Salary**

The base salary for the 2009-10 school year will be \$35,000. The new salary schedule based upon a \$35,000 base pay will become a part of the negotiated agreement. Teachers shall be placed on the appropriate step and level of the salary schedule.

**ARTICLE 5. Experience Credit**

Section A. Initial Placement on the Salary Schedule.

At the time of employment, each teacher will be placed on the vertical step of the salary schedule that is appropriate for the amount of experience accrued in any academic field. The teacher will be placed on the horizontal column that is appropriate for the number of accumulated graduate college hours since certification and degree(s).

Section B Advancement on the Salary Schedule.

A teacher will qualify for columnar advancement on the salary schedule by satisfying one, or a combination of the following:

1. Evidence of the specified number of earned graduate college hours.
2. Evidence of earned in-service points approved by the Professional Development Council (PDC) equivalent to the specified college hours required for columnar advancement on the salary schedule (twenty in-service points equals one college hour). The PDC will follow state guidelines for approval and appeal.
  - Teachers must have a current IDP (Individual Development Plan) on file with USD 507 or other state approved plan.
  - Teachers may only use current PDC points (points dated within the term of their current Kansas professional license).
3. Classes attended by teachers, which is directly related to their IDP and meet during the teacher’s contract day may be used toward advancement on the salary schedule if one of the following guidelines are met
  - a. the teacher pays for the college credit and the district pays for the substitute teacher. Note: The day will be classified as a professional day

– no deduction. (or)

- b. the teacher utilizes a personal day or day without pay and the district pays for the substitute and the college credit at the current reimbursement rate outlined in Article 8 Section B. (8/04)

Section C Movement per Year

A teacher may move no more than one step vertically and one column horizontally per year.

**ARTICLE 6. Fringe Benefits** Section A

Section 125

The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each employee to execute a salary reduction agreement, once annually. Once the annual agreement is made for each selected benefit, the only change which will be allowed is for a fluctuation in health care premium.

Each employee executing a salary reduction agreement for benefits shall allocate an annual sum to be used for:

1. The purchase of any of the following:
  - a. Group Health Insurance
  - b. Dental Care Program
  - c. Cancer Insurance
  - d. Cash
  - e. Extended Salary Protection Insurance
  - d. Vision
2. Reimbursement for child care expense and/or unreimbursed medical.

The Board shall provide each employee a description of the benefit coverage within 10 days of the beginning of the school year or date of employment, which shall include a clear description of the conditions and limits of coverage as provided above. When requested by the employee, the Board shall provide applications and, when necessary, information about the program benefits.

If an individual's contract is terminated or non-renewed, the Board agrees to continue the employee's insurance coverage under the provision of the consolidated Omnibus Budget Reconciliation Act 1985 (COBRA).

Section B Tax-Sheltered Annuities.

The Board shall transmit tax-sheltered annuity funds on behalf of its employees pursuant to KSA 72-8603. Employees may request a contribution to a tax-sheltered annuity. Adjustments to contributions by the employee must be made at the designated annual tax-sheltered annuities enrollment date.

Section C Term Life Insurance

Term life insurance shall be provided for each teacher in the amount equal to the teaching contract or the insurability of the teacher.

Section D Salary Protection

Salary protection will be provided for each teacher at the level for which he/she qualifies. Teachers will have the flexibility upon enrollment to apply this money toward the district's health insurance 125 plan.

Section E Change of Insurance Carrier

Before the Board of Education changes its insurance carrier, a committee consisting of two board members or their representatives, the superintendent and two teachers will study the current coverage along with that of any proposed carriers to ensure all parties agree the benefits are adequate and comparable.

Section F Health Insurance

1. A pool of \$102,000 will be set aside for district contributions to teachers' health insurance premiums. This pool will be split equally among those teachers who are enrolled in the district sponsored health insurance program at the end of open enrollment and then placed into their Section 125.
2. If the district employs a husband and wife as teachers and if they participate in the District's health insurance program (either as two singles or a family), each will receive the district's monthly contribution.
3. In the event of an increase or decrease in membership in the insurance pool, due to a qualifying event, the district will assume liability.

**ARTICLE 7. Leave Policies**

Section A Emergency, Sick Leave, Bereavement, Family and Medical Leave Act

Emergency, sick and/or bereavement leave will be 10 days per year cumulative to 80 days.

1. Teachers in USD No. 507 shall be allowed to transfer leave days to any teacher who, due to illness or accident, has used all of his/her leave days. No teacher will be able to use more than 80 days. These transfers shall be made only on an "as needed" basis.
2. Teachers in USD No. 507 shall be allowed to utilize two (2) days/year of accrued sick leave for emergency purposes. Those emergencies shall be unforeseen situations which keep a teacher from being physically present for work and that are not covered in other leave policy provisions. The Superintendent of USD No. 507 shall receive within five (5) days of the teacher's return a written request requesting said leave specifically noted. Superintendent shall have sole authority for granting emergency leave
3. Teachers will be allowed to use one-hour units of sick leave for doctor appointments with the approval of the building principal. The teacher desiring the hour units will request another teacher to cover his/her class if needed. Said

arrangements must meet prior approval of the building principal. All units will be accumulated into 1/2 days of sick leave and deducted from sick leave.

4. Teachers in USD No 507 having used all of his/her personal business leave and any accrued comp time may use up to two (2) days of accrued sick leave for the birth of a grandchild.
5. Employees are permitted to attend funerals for members of the teacher's immediate family or the immediate family of the teacher's spouse which will include father, mother, brother, sister, wife, husband, grandfather, grandmother, children, step-children, or other relatives whose regular residence is in the home of the employee. Other absences to attend funerals must be approved by the Superintendent.
6. Leave as required by Family Medical Leave Act (FMLA) will comply with federal law. (Reference [www.dol.gov](http://www.dol.gov))

Section B Personal Business Leave

1. Personal business leave will be three (3) days per year. Approval must be obtained in writing through the principal at least three (3) days before the absence occurs. This leave will be available in half day (1/2) units. Unused days may be transferred to an individual's sick leave as long as the maximum accumulation of sick leave days does not exceed 80 days or sold back to the District at a rate equal to current substitute pay. Teachers will notify the building secretary which option they chose on the end of the year checkout form. (5/03)
2. A personal business leave request will not be granted prior to or following the non-school days as indicated by the school calendar, not including Saturday and Sunday. A request will not be granted on the first or last day of the school calendar. A teacher will need special permission for using personal business leave during the month of May. Any request for leave during May should be made as far in advance as possible. (6/01)

Section C Leave Without Pay

Leave without pay may be used only after all other options have been exhausted unless approved by the superintendent.

Section D Notification

The Board shall supply each teacher written notification as to the number of current and accrued emergency, bereavement, and/or sick leave days. This notification will be presented to the teacher during the first week of school.

Section E State Representative Assembly

The Board will grant two leave days per year with pay to each teacher who serves as a delegate or alternate to the State Representative Assembly (maximum, two teachers per year). The leave request will be approved by the Satanta Teachers' Association President prior to being submitted to the administration.

Section F Jury Duty/Legal Proceedings

1. All teachers will be granted leave to serve on jury duty and will not forfeit any salary as a result of being absent from work, pursuant to KSA 43-155, which requires that all citizens shall have the opportunity to serve on juries. The teacher must present a document showing the total amount of money paid to the juror for

their services. This amount excluding mileage compensation will be deducted from the teacher's next check and used to defray the expense of hiring a substitute teacher.

2. All teachers will be granted leave, without penalty, to attend court when subpoenaed for professional reasons, relating to USD 507 or the teaching profession. (8/04)

Section G      KNEA State Convention

The Superintendent, through the building principal, may grant professional leave to teachers to attend the annual KNEA State Convention. The district will provide a substitute, and there will be no deduction from the teacher's salary. The request form for professional leave will be submitted no fewer than five (5) working days in advance.

Section H      State Committees/Commissions

The Superintendent, through the building principal, may grant professional leave for certified staff to serve on state committees and/or KNEA commissions or to attend professional conferences. Requests for professional leave will be submitted no fewer than five (5) working days in advance. If approved, the district will provide a substitute and there will be no deduction from the teacher's salary. For state committees and professional conferences, the district may provide expenses and transportation using the district guidelines for travel. Teachers will provide their own expenses and transportation for KNEA Boards and Commissions. (5/03)

Section I      Sick Leave Buy Back

Teachers in USD No. 507 with 10 years of full-time service to the district and upon separation from the district (retirement, resignation, or death) will receive payment for up to and including 40 days at the rate of 40 dollars per day.

**ARTICLE 8. College Hours**

Section A      Recertification

The Board requires the same amount of college hours as required by the State Department of Education for recertification.

Section B      Reimbursement

Teachers will be reimbursed \$150 per credit hour for college credit approved by the administration.

When a teacher receives a stipend from a grant or through a program offered by the Southwest Plains Regional Service Center or the High Plains Educational Cooperative, the amount of the stipend will be deducted from the \$150 per credit hour reimbursement. If the tuition costs are less than \$150 per credit hour, the teacher will be reimbursed the actual tuition and textbooks costs plus any media or additional fees, not to exceed \$150 per credit hour.

This course work must be completed with an accredited institution of higher learning, which offers degree programs. This course work does not necessarily have to be taken on campus. Credit is acceptable provided the teacher can demonstrate how this

particular course might be of benefit to the teacher and USD No. 507.

The total combined expenditure for college credit reimbursement, excluding ESL certification hours, is to be no more than \$15,000 per school year plus the preceding summer semester. Reimbursements will be distributed on a first come first serve manner with regard to the date of submission of the request.

A teacher will become eligible for this reimbursement after he/she has been employed by USD No. 507 two consecutive semesters and has obtained prior administrative approval for all courses. The number of credit hours eligible for reimbursement will be twelve (12) per contract year, excluding ESL certification hours, unless sufficient funds remain from the allotted reimbursement amount at which times additional hours may be reimbursed. The contract year shall be defined as the school year plus the preceding summer semester.

Section C Advancement Hours

All staff members planning on using college hours and/or PDC points to move across the salary schedule must notify the board on or before June 1. On all columns, horizontal movement must be earned following degree status and may be either college hours and/or PDC points (classes and points cannot be expired). All documentation of classes and/or PDC must be completed and turned into the District office by August 15. Exceptions may be granted if approved by the Superintendent.

**ARTICLE 9. Planning Period for All Teachers**

The district’s class schedule shall include a minimum planning period of at least 45 minutes per day continuous time for teachers.

**ARTICLE 10. Contract**

Section A Contract Non-Renewal

The Board must notify any professional employee of contract non-renewal by **May 1**, and any professional employee not returning must notify the Board by **May 15** and/or according to KSA 72-5411.

Section B Liquidated Damages (6/01)

1. Teachers may be assessed liquidated damages for late resignations. A late resignation is defined as a resignation that takes place anytime after May 15 and/or according to KSA 72-5411.
2. The liquidated damages will be based on the following schedule:

	Percentage of Base	Dollar Amount
May 16-31	1%	\$350
June 1-30	2%	\$700
July 1-31	3%	\$1,050
After July 31	4%	\$1,400

3. The Board reserves the right to waive or reduce any penalty caused by extreme emergency.

**ARTICLE 11. Paraprofessional Help**

The Board will endeavor to provide paraprofessional aides as needed and funding is available.

**ARTICLE 12 Use of School Facilities, Equipment and Association Dues**

Section A School Facilities and Equipment

The Satanta Teachers’ Association shall have the right to schedule the use of school facilities and equipment for meetings to conduct business for the Satanta Teachers’ Association by submitting the Building Use Form to the building principal. Priority of use shall be on a first scheduled, first use basis.

Section B Association Dues

Association dues may be deducted in eight (8) equal payments beginning in October and ending in May. The association will furnish a list of monthly payments by September 1. Those teachers choosing to pay their dues in a lump sum will do it on an individual basis and dues will not be deducted from their salary. Eight (8) equal payments are the only way dues will be deducted. The dues will be remitted to the association within ten (10) days after the regular pay period. This practice will continue uniformly with the same people being deducted each month, the district will not furnish a list of deductions each month. When a teacher signs up for payroll deduction of their dues, this will be before the entire year. They cannot change their method of payment. The association will furnish the district a signed deduction form annually indicating which teachers want their dues deducted.

**ARTICLE 13. Early Retirement Incentive**

Certified employees of USD No. 507 who desire to retire from employment at or beyond the age of 60 may elect to take early retirement under the terms and conditions set forth.

Section A Eligibility

Employees are eligible for early retirement if said employee:

1. is currently a full time employee of the school district,
2. is or will be 60 years of age before the beginning of the following contract year or is eligible for KPERS (Kansas Public Employees Retirement System) retirement benefits by meeting the 85 points. The contract year begins with the first day that the individual employee is required to be in attendance for either in-service and/or school,
3. has 7 years or more of continuous full time employment service with the school district.

Section B Application

A certified employee may apply for the early retirement incentive by giving written notice to the Superintendent on or before March 1 of the contract year. If notification

is given on or before January 10, the teacher will receive a stipend of \$1000 (stipend payment will be made in February). After March 1, no early retirement incentive for that contract year will be granted.

Section C Early Retirement Benefits

The district shall provide to those who retire in accordance with this article, retirement pay equal to one-third of the base salary of a beginning teacher in effect at the time the early retirement application letter is filed with the Superintendent.

Section D Payment Schedule

Early retirement pay shall be paid monthly and commence thirty (30) days after final payment under the last employment contract. If an employee retires before the age of sixty (60), payment shall automatically terminate in five years or upon death. If an employee retires at the age of sixty or later, early retirement will terminate at the age of 65 or death. Last payment will be made during the month prior to the month that the applicant turns 65. This practice will insure hospitalization coverage until Medicare commences. As certified employees have fulfilled the requirements and are paid in full, their names will be removed from Attachment A.

Section E Mailing of Payments

Retirement payments shall be made utilizing direct deposit.

Section F Continuation of Hospitalization Coverage

Any employee receiving early retirement benefits may continue his/her hospitalization coverage for the duration of their retirement payments provided the employee furnishes the school district with written authorization to make deductions for the full insurance premium from the early retirement payments.

Section G Discontinuation

Article 13 was discontinued in the 1999-2000 school year. 1998-99 staff members were grandfathered into the plan as long as they are continually employed by USD 507. Those not continually employed will be removed from Attachment A. See attachment A for a current list of grandfathered employees.

## **ARTICLE 14 Committees**

Section A Public Relations Committee

In order to strengthen the educational program through recommendations and communication, a Public Relations Committee shall be formed. It will consist of the Superintendent, two principals, one school board member, and four teachers chosen by the Satanta Teachers' Association (two members from the Grade School and two members from the Jr-Sr High School). This committee shall meet in September, December, and March, prior to each board meeting, as requested by Superintendent, or by mutual consent of superintendent and current president of the Satanta Teachers' Association.

The function of the Public Relations Committee will be to discuss teachers' concerns regarding issues that may have an effect on them or the educational process

and to develop calendar options. The certified teaching staff will be surveyed to determine their preference of calendars. (8/04)

Section B Roster  
The association will maintain a roster from which the administration may select teacher members to serve on district wide committees. The percent of committee members selected from the roster will be in direct proportion to the percent of total professional employees who are identified on the roster. This roster may be comprised of non-association members and association members who have volunteered to serve on committees.

Section C Building Leadership Team (BLT), Student Intervention Team (SIT), Vocational Advisory Committee Meetings, and Professional Development Council (PDC)  
Teachers serving on the BLT, SIT, Vocational Advisory Committee Meetings, and/or PDC will be compensated at a rate of \$20 per hour for committee related work done outside of the contract time.

Section D Special Education Staffings/Team Meetings  
Administration will work with special education personnel to coordinate and schedule staffings/team meetings during the day. Administration will hire one substitute two days per month, if needed, to support staffings/team meetings. Teachers will be encouraged to work together to support student staffings/team meetings. This section does not negate the need for after school staffings/team meetings in some instances.

Section E In-service/Committee Work  
Teachers will continue to work on committees pertinent to school improvement as necessary as they have in the past. This work shall not be performed during the teacher's duty day. (4/02)

**ARTICLE 15 Management Rights Clause**

The agreement set forth herein is the entire agreement between the parties, and the Board and the administration shall have unfettered discretion over all matters except as expressly limited herein.

**ARTICLE 16 Length of Contract**

Section A Number of Days  
This contract is based on the number of student days, professional in-service days and/or teacher preparation days. The contract shall not exceed 179 contract days. Two separate "half day", teacher work days at the end of each semester shall be scheduled for teachers to prepare grades, reports and to perform other functions necessary to complete their contract responsibilities. The combination of all aforementioned days shall not exceed 179 days. New teachers to the district will attend additional in-service (not to exceed one day) at the beginning of the school year.

Section B Length of Day  
Professional employees will assume responsibilities no later than 7:35 AM and

continue until 3:45 PM with the exception of Fridays when their duty day will end at 3:30 PM. On days preceding holidays or vacations, the employees will be permitted to leave the building at 3:30 PM.

Section C Contract Year

The teachers' contract year will begin at the first day of teacher in-service unless otherwise stated in the contract.

**ARTICLE 17. Summer Salary Checks**

Upon request, teachers may receive their June, July and August checks no later than two (2) working days after the District receives the funds.

**ARTICLE 18. English as Second Language (ESL) Certification**

Section A ESL Certification

Any teacher may volunteer to become ESL certified. Teachers will be allowed five years to complete certification in a State approved program. If certification is not attained at the end of five years, the teacher is out of the program and will not be required to pay back any compensation received.

Section B Tuition

USD No. 507 will pay tuition costs and one-time testing fee for teachers who volunteer to become ESL certified. (5/03)

Section C Transfers

Transfer of an ESL certified teacher from the regular classroom to a self-contained ESL classroom and/or a pull-out or inclusion ESL program will be voluntary.

Section D Supplemental Pay for ESL Certification

Teachers who are ESL certified will receive an \$800 stipend.

Teachers who are demonstrating yearly progress toward ESL certification will receive a \$600 stipend. In order to demonstrate progress, a teacher must complete at least one ESL class per year. Each year until the certification is completed, the teacher must update an individual ESL plan with the administration by September 1. The ESL plan included the courses the teacher has completed and the course(s) that they plan to complete in that school year.

This money will be distributed as long as the bilingual weighted formula remains in the school finance plan. Payment will be made in June.

**ARTICLE 19. Complaints and Grievance Procedure**

The purpose of this article is to provide internal procedures to resolve disagreements between administrators and teacher(s) of USD No. 507 in the interpretation and application of the Teacher Employment Agreement.

Section A Definitions (See Article 1)

Section B Procedures (Forms Attached)

1. Informal

Within twenty (20) calendar days of when the grievant becomes aware of the grievance, the grievant, either directly or accompanied by a USD No. 507 certified teacher, will present the grievance orally to his/her principal. Within five (5) days after presentation of grievance, the principal shall give his response orally to the grievant. The grievant and principal shall document in writing the date of awareness of the grievance, the date of the informal conference with the principal, and the date the principal's oral response was given.

2. Formal Level One

- a. Within ten (10) days following the oral answer of the principal, if the grievance is not resolved to the satisfaction of the the grievant, the grievant shall prepare in writing a Statement of Grievance (see attached form) and deliver the same the grievant shall prepare in writing a Statement of Grievance (see attached form) and deliver the same to the principal, and shall send a copy to the Superintendent of Schools and the Chairperson of the Grievance Committee.
- b. The "Statement of Grievance" shall name the grievant involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of the item alleged to have been violated, shall state the contention of the grievant with respect to these provisions, and shall indicate the specific relief requested.
- c. Within ten (10) days after receiving the Statement of Grievance, the principal shall communicate his answer in writing to the grievant, with a copy to the Superintendent of Schools and the Chairperson of the Grievance Committee.

Level Two

- a. If the grievant is not satisfied with the written decision at the conclusion of Level One, and wishes to proceed further under this grievance procedure, the grievant shall within five (5) school days file with the Chairperson of the grievance panel a request for determination by the grievance panel of the Statement of Grievance. A copy of such request shall be sent to the Superintendent of Schools.
- b. Within ten (10) days following receipt of the request for a determination, the grievance committee shall consider the Statement of Grievance and the principal's decision, and shall render a decision, which decision shall be by majority vote of the committee members present, and which decision will be either (1) that the grievance is a valid and meritorious grievance, or (2) that the grievance is not a valid and/or meritorious grievance.

- c. In its deliberations, the committee in making its determination as to validity shall give consideration to such items as to whether the proper procedure has been followed by the grievant, the sufficiency of the Statement of Grievance, whether the item is the proper subject of grievance as defined herein, and such other related matters. In making its determination as to the grievance being meritorious, the committee shall give consideration to items such as, whether the circumstances justified the filing of the grievance and a continuation thereof under this procedure and whether the relief sought by the grievant is reasonable and justifies.
- d. If the Grievance Committee determines that the grievance is valid and meritorious, the Chairperson shall so notify the grievant in writing, with a copy to the Superintendent of Schools, and the grievant may pursue the grievance by filing a written appeal of the decision at Level One with the Superintendent of schools within ten (10) days after receipt of the notice of the decision of the Grievance Committee.
- e. Should the Grievance Committee determine that the alleged grievance is not valid and/or meritorious, the Chairperson shall so notify the grievant in writing, with a copy to the Superintendent of Schools, and the grievance shall be deemed resolved in accordance with the decision at Level One.

#### Level Three

- a. Within ten (10) days after receipt of the decision of the Grievance Committee that the grievance is valid and meritorious, the grievant shall, if he/she wishes to pursue the grievance further, file with the Superintendent of Schools an appeal from the decision at Level One.
- b. The Superintendent shall deliver to the grievant an answer in writing no later than ten (10) days after receipt of the appeal.
- c. In the event that the grievance arises as a result of action by the Superintendent, or that individual grievances from different buildings be consolidated by agreement, the same informal procedure will be followed. If formal procedures become necessary, Level One and Level Two shall apply except that the Superintendent will be substituted for the principal. If the Grievance Committee determines that the grievance against the Superintendent or a consolidated grievance is a valid and meritorious grievance, the Chairperson shall so notify the grievant in writing, with a copy to the Superintendent, and the grievant may pursue the grievance by filing a written appeal of the decision at Level Four within ten (10) days of the receipt of the notice of the decision of the Grievance Committee.

#### Level Four

- a. If the grievant is not satisfied with the decision at Level Three, and wishes to proceed further, the grievant shall file an appeal with the President of the Board of Education. The appeal shall include a copy of the Statement of Grievance, the response of the principal, the determination of the Grievance Committee, the notice of appeal to the Superintendent and the decision of

the Superintendent.

- b. Following the receipt of the appeal, the Board of Education may: (1) Designate members of the Board as hearing officers to hear the appeal, in which case the hearing will be conducted no later than 20 days after receipt of the appeal, and the findings and recommendations of the hearing officers shall be presented to the Board at the next regular or special meeting following the hearing; or (2) Determine that the appeal be heard by the entire Board, in which case the hearing will be held within twenty (20) days after receipt of the appeal.
- c. At the hearing, the grievant may not present any material or allegations not presented in the original Statement of Grievance.

#### Section C Appearance and Representation

1. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to attend. Such hearing shall be conducted during non-school hours, unless there is mutual agreement for other arrangements. In the event the hearing is held during the school day, the grievant, his/her representative and any witnesses who will testify at the hearing shall be released without loss of pay for the purpose of appearing at such a hearing.
2. The Board and the grievant are separately responsible for the payment of their own costs involved in any grievance meeting or hearing.

#### Section D Time Limits

1. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.
2. If, however, no extension of time has been mutually agreed to, and the maximum time in any given step of the procedure has expired and no action has been taken by the administrative employee as provided by this procedure, then, in that event, the teacher filing the grievance may consider the decision to be adverse to his/her position and may proceed to the next step as provided in this grievance procedure. If the teacher filing the grievance fails to proceed to the next step of the procedure as provided herein within the maximum time allowed, the grievance shall be deemed to be resolved and the procedure set forth herein to be waived.

#### Section E Teachers' Legal Rights

1. Nothing contained herein shall deny to any teacher his/her rights under State or Federal Constitutions and law.
2. No grievant shall be subject to reprisal or discrimination by reason of his participation in the grievance procedure.
3. Nothing contained herein shall prevent the grievant or the Board of Education from exercising the right to have a judicial determination as to any question or questions of law involved in a grievance; provided, however, that the above grievance procedure must be completed and a decision rendered by the Board of Education before either

party may seek such judicial determination.

Section F Miscellaneous and Forms

1. Any pending grievance which was initiated under this grievance process shall conclude under this process.
2. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is fixed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the days shall be those days in which the district office is open for business.

**ARTICLE 20 Evaluation of Certified Personnel**

The primary purpose for evaluation of certified employees will be for the improvement of instruction.

Section A. Procedure

1. Each principal will complete a written evaluation of each teacher in his/her building according to need and/or schedule. The other building principal or the Superintendent will conduct a written evaluation of certified personnel upon the request of the building principal or as deemed necessary. When the documented report is completed by the appraiser, an evaluation conference to clarify and finalize the appraisal will be scheduled within five working days. Each teacher will receive a copy of the written evaluation report previous to the conference(s) and may retain the copy if they so desire.
2. The certified staff member will sign the evaluation report at the conclusion of the evaluation conference which will acknowledge that the report has been received and that the contents of the report are clearly understood. The teacher's signature on the report does not represent either acceptance or non-acceptance of the appraiser's evaluation. It indicates only that the teacher has reviewed the Teacher Evaluation Report in conference with the appraiser. At any time, not later than two weeks, following the date of the evaluation conference, the employee may respond in writing to the appraisal report.
3. A copy of the completed evaluation document(s) will be placed in the employees' personnel files where they will remain for at least three years. Evaluation documents will only be available to those parties authorized in KSA 72-9005.
4. Evaluation of certified employees will be as outlined in KSA 900 1-9006.
5. The building principals will have a four year schedule of evaluation for each of the teachers assigned to his/her building. Within two weeks of the beginning of each school year, the building principal will review with all teachers under his/her supervision the evaluation procedure. All teachers will receive notification of who is scheduled to be evaluated by September 15. It is

understood that need may supersede the schedule.

## Section B

### Plan of Assistance

When a professional employee's performance is evaluated and potential areas of concerns identified, it shall be the responsibility of the building principal to inform the employee in writing of the specific area or areas of concern. Written or recorded substantiation for the Plan of Assistance will be given to the employee. The plan will reflect previously documented and discussed problem areas. Such a plan shall be put into effect after the following guidelines have been met:

1. Non-tenured professional employees- one formal evaluation.
2. Tenured professional employees- three formal evaluations. The time span between the first formal evaluation and the third shall be no longer than 12 months.

### Notification and Initiation of the Plan of Assistance

1. Within five (5) school days of the formal evaluation, a jointly determined time, place, and date for a Plan of Assistance conference will be established. The date will not be more than ten (10) school days after the formal evaluation.
2. The professional employee will be told which administrators will attend the meeting(s) and will be allowed the option of a representative of his/her choice at all meetings concerning the Plan.
3. The professional employee will be given the opportunity to enter into the discussion and offer input.
4. The professional employee will be given up to five (5) working days to review the Plan. If the professional employee chooses, a meeting will be scheduled with the principal to ask questions, or make suggested additions or deletions.

### Implementation of the Plan

1. The principal will indicate the necessary assistance, resources and materials to meet the Plan's goals.
2. Expectations for the teacher will be clearly stated and measurable.

### Evaluation of the Plan

1. Criteria for the success of the Plan of Assistance will be clearly set forth for the benefit of the professional employee and the principal.
2. The Plan activities and timelines for the length of the Plan will be determined by the principal with input from the professional employee.
3. Before the conclusion of the Plan, the professional employee will receive two or more written, formal evaluations of progress in meeting the provisions of the Plan.

4. Lack of satisfactory improvement as stipulated by the Plan of Assistance is grounds for non-renewal.

Section C Professional Appearance

Professional teaching attire is essential for all certified employees. (5/02)

**ARTICLE 21 Reduction in Certified Work Force**

In the event it becomes necessary to reduce the number of certified personnel due to: program elimination or reduction, insufficient enrollment, decrease in revenue, reorganization of the district, consolidation or modification of programs, or any other reason which may require reduction of personnel, it shall be accomplished in a fair and orderly manner as provided in this policy.

Section A Definitions (See Article 1)

Section B Factors for Consideration

Whenever possible, normal attrition of staff; i.e., resignations, retirement, leaves of absence, will be the first means of achieving a reduction in professional staff. Whenever the Superintendent determines that a necessary reduction of certified staff will not be accomplished through normal attrition of staff, all professional employees of the District will be advised of the reasons for the reduction of certified staff and will be informed of the procedures and considerations to be used in determining which employees will have their contracts non-renewed.

In making those determinations, the Superintendent shall give consideration to the following factors (not listed in priority order): academic degrees and training, assessment of performance by the principals, years of teaching experience, continuous years of service in Unified School District No. 507, applicable federal and state laws, qualification for academic areas or disciplines to be preserved in relation to available staff to fill such positions, professional needs in the extra-curricular program, the recommendations of building principals and administrative staff and status of employment (probationary vs. non-probationary).

After determining which area or areas require a reduction of professional staff, the Superintendent will then consider professional employees for non-renewal in the following sequence:

1. Temporary certified employees.
2. Probationary part-time certified employees.
3. Permanent status part-time certified employees.
4. Probationary full-time certified employees.
5. Permanent status full-time certified employees.

Any permanent status part-time certified employee who is being considered for non-renewal, under the Reduction in Force Procedures, may be considered for full-time employment with the District. If such permanent status part-time certified employee accepts the offer to be considered for full-time employment, then he or she will be placed in the category of permanent status full-time certified employee.

At the time recommendations are made to the Board for the non-renewal of contracts of designated professional employees, the Superintendent will present data to the Board

in support of his/her recommendations.

Section C      Procedures of Notification

Personnel subject to reduction of staff shall be provided written notification of termination on or before May 1 of the current school year. Such written notification shall be as provided by Kansas State Statute regarding Due Process Procedures and the Continuing Contract Law (KSA 72-543 6 et. seq.). In the event of non-renewal, the Board of Education will make an effort to help the terminated professional employee(s) be placed in another school system.

Section D      Recall Procedures

Any professional employees who have been terminated due to necessary reduction in certified staff shall be given first consideration when there is an opening in the District for which they are certified. No professional employee will lose re-employment rights by securing other employment during the lay-off. Teachers who are non-renewed shall be offered recall in reverse order of lay-off; i.e., last off will be first back, to vacant position which they are certified to fill.

Teachers who are non-renewed under Reduction in Force shall be eligible for recall for a period of two (2) years after non-renewal. It is the obligation of the teacher who has been non-renewed to notify the District office of his/her desire to be considered for recall, and then to keep the District notified of his/her current address and phone number. Recall will be initiated upon the existence of a vacancy in the district. Teachers recalled shall have ten (10) calendar days from notification of the recall to accept or reject the position. Such notification must be made directly to the teacher involved either by telephone or by certified mail. If no reply is given within the ten (10) day period, the teacher shall have waived any right of recall to the position and the Board may proceed to fill the position.

Any individual who is reinstated as a professional employee of the District will be placed on the salary schedule without loss of years of experience and/or steps. If additional teaching experience with another district has been accrued, those years will be accepted as additional years on the salary schedule. The reinstated professional employee will also regain accumulated unused sick leave days and seniority that he/she had at the time of being non-renewed by the reduction in certified staff work force.

**ARTICLE 22 Duty Free Breakfast/Lunch**

Section A      Duty Free Breakfast

A teacher may volunteer to assume breakfast duty. Compensation will be as agreed by the teacher and Board of Education, but not more than a rate equivalent to the hourly wage of a beginning teacher.

Section B      Duty Free Lunch

Certified employees will have a lunch period free of assigned responsibility equal to the same periods as that available to the pupils. In the absence of sufficient classified staff, a teacher may assume the duty and compensation will be as agreed by the teacher and administrator.

## **ARTICLE 23 Teachers' Rights**

The unlawful possession, use, or distribution of illicit drugs and alcohol by school professional employees on school premises or as part of any school activity is prohibited. As a condition of continued employment in the district, all professional employees shall abide by these terms. Professional employees shall not unlawfully manufacture, distribute, dispense, possess, or use illicit drugs, controlled substances, or alcoholic beverages on district property or at any school activity. Compliance with this is mandatory. Professional employees violating these terms shall be reported to the appropriate law enforcement officers. Additionally, a professional employee who violates this shall be subject, with Board approval, to the following sanctions:

1. Short term suspension with pay;
2. Short term suspension without pay;
3. Long term suspension without pay;
4. Participation in a drug and alcohol education, treatment, counseling, or rehabilitation program and/or;
5. Termination or dismissal from employment.

Prior to applying the above sanctions, professional employees will be afforded all due process rights to which they are entitled under their contracts or the provisions of Kansas Law.

If it is agreed that a professional employee shall enter into and complete a drug education or rehabilitation program the cost of such a program shall be the responsibility of the employee. The District will provide the professional employee with a current list of available counseling and rehabilitation programs along with the names of contact persons for said programs.

The list of counseling and rehabilitation programs shall be made available on request to any professional employee.

Professional employees volunteering to enroll in such a program shall be allowed to use any available sick leave, but must also pay the cost of treatment. Upon completion of the recommended program, the professional employee shall be reinstated.

**ARTICLE 24 Extra Curricular Activities Schedule**

Section A      Extra Curricular Activities Schedule  
 The negotiated and agreed upon salary for the 2009 – 2010. Extra Curricular Activities position will be as stated below.

<b>Unified School District #507</b> <b>Satanta, Kansas 67870</b> <b>Salary Schedule for 2009-2010</b>					
			<b>Base Pay (2009-10) \$35,000</b>		
Head Coordinator - High School	10.80%	\$3,780	Instrumental Music (Grades 7-12)/Pep Band	7.00%	\$2,450
Assistant Coach - High School	6.63%	\$2,321	Jazz Band	3.00%	\$1,050
Head Coach - Junior High	6.63%	\$2,321	Cheerleader Sponsor	8.10%	\$2,835
Assistant Coach - Junior High	6.30%	\$2,205	Cheerleader Sponsor - Junior High	4.05%	\$1,418
Quiz Bowl - High School	6.30%	\$2,205	Kayette Sponsor	3.60%	\$1,260
Quiz Bowl - Junior High	3.15%	\$1,103	Yearbook Sponsor	6.30%	\$2,205
Musical/Play (up to 2 people)	3.60%	\$1,260	NHS Sponsor	1.80%	\$630
Academic Clubs	1.80%	\$630	Junior Sponsors (each)	1.80%	\$630
Debate	6.30%	\$2,205	STUCO Sponsor	1.80%	\$630
Forensics	6.30%	\$2,205	Soph. Sponsors/Concession Managers (each)	4.00%	\$1,400
Assistant Forensics	3.90%	\$1,365	Athletic Director	18.00%	\$6,300
Vocal Music (Grades K-3)	2.00%	\$700	Non-Activity Sponsor (per day)		\$33
Vocal Music (Grades 4-6)	2.00%	\$700	FCCLA	1.80%	\$630
Vocal Music (Grades 7-12)	5.00%	\$1,750	Tutorial (per hour)		\$23
Show Choir	3.00%	\$1,050	Summer Weightlifting	4.00%	\$1,400
Instrumental Music (Grades 5-6)	2.00%	\$700			

Section B      Athletic Activities Pay (6/01)

After regular school hours, payment for work during athletic activities, including post-season athletic events, will be at a rate of \$9.00 per hour for the following duties:

1.      Scorekeeper
2.      Timekeeper
3.      Announcer
4.      Ticket Takers
5.      Other similar duties which are deemed necessary by the administration.

Section C      Supervision of Non-athletic Programs (6/01)

Teachers supervising non-athletic programs after regular school hours will be paid at the rate of \$9.00 per hour. The number of supervisors necessary will be determined by the administration.

Section D      Extra Curricular Activity Schedule Pay (6/0 1)

If the teacher chooses, he/she may receive the payment for the activity they are sponsoring or coaching in a lump sum after the activity is completed. The administration must be notified by August 1, if this is the sponsor’s desire. Any

teacher doing this must take all their extra curricular activities in a lump sum. They cannot choose one activity and let another one go on a twelve-month contract.

Section E Notification

Any teacher resigning from an extra-curricular activity position must notify the District in writing within 10 working days following the receipt of the said supplemental contract from the Board of Education. (5/03)

**ARTICLE 25 Overload Duty**

The need for overload duty will be advertised to all certified staff members. When a teacher contracts to fulfill overload duty, the teacher will be compensated at the rate of one-seventh of the teacher's contract.

**ARTICLE 26 Certified Comp Time**

At the beginning of the year, a teacher who is willing to cover a class during his/her planning period will sign an agreement which allows the teacher to earn/utilize minutes toward certified comp time by covering classes for other certified teachers. Certified comp time will be earned/utilized in the following manner:

1. Compensation is earned and utilized in one (1) minute increments.
2. One workday will be equal to four hundred thirty (430) minutes.
3. Personal business that can be completed during a teacher's planning period will not be charged against comp time. Teachers must notify office when leaving the building.
4. Compensation must be requested and approved by the principal prior to usage.
5. Compensation may not be used the day before or the day following a scheduled vacation.
6. The teacher will need special permission for using compensation time during the month of May.
7. Unused compensation will be reimbursed to the teacher at the current substitute pay. Partial compensation of a teaching day will be prorated at the current substitute pay.
8. A log will be kept to monitor time earned/used and the teacher(s) and administrator directly involved in this agreement will initial the log at the time the compensation is earned/used.

**ARTICLE 27 Summer School Teaching**

Section A Voluntary Participation

Participation in the summer school program will be voluntary. All positions for this program will be posted and opened to professional employees in the District before they are opened to persons outside the District. The positions will be assigned to the professional employees after approval by the administration.

Section B Compensation

Teachers will be compensated at the rate of \$23.00 per hour. Teachers will have a paid thirty minute preparation time each day. Teachers will be paid for the actual hours worked. In addition, teachers will be compensated \$23.00 per hour for advanced summer school planning that is scheduled by the summer school director and/or administration.

Section C Breakfast/Lunch Supervision

If breakfast/lunch supervision is needed, it will be voluntary on the part of the teacher. Compensation will be as agreed by the teacher and Board of Education, but not more than a rate equivalent to the hourly wage of a beginning teacher.

Section D Payroll Checks

Payroll checks will be available five (5) working days after the end of the summer school program. Substitutes will be paid through the central office.

Section E Fringe Benefits and Leave

There will be no fringe benefits, sick leave or personal leave for summer school work.

**ARTICLE 28 Dual Credit Courses**

If the teacher also agrees to teach a dual credit course in a classroom, the compensation received by USD No. 507 from the contracting community college will be allocated to the teacher.

**Article 29 Grant Writing (6/01)**

Grant applications must be submitted in writing to the building principal and superintendent for approval. Teachers who write awarded grants will receive compensation for the value of the grant, excluding district contribution. This compensation will be received in the following manner: (5/03)

1. Two hours of comp time (Article 26) will be earned for every hour of actual writing time for all grants with a value, excluding matching funds, of under \$3000. (5/03)
2. For grants with a value, excluding matching funds, of \$3000 or more, the teacher will earn eight percent (8%) of the value of the grant, provided the administrative fee is included and approved within the grant, excluding matching funds. (8/04)

**Article 30 Less Than Full-time Employees**

1. In the event that a part-time or job share position would benefit the district, contractual language will be specified in the teacher's contract as agreed upon between the teacher and the superintendent.
2. One year of job share or part-time employment shall equal one year of teaching experience.
3. All benefits will be prorated according to the teacher's contract.

**Article 31 Highly Qualified Teachers (8/04)**

1. The District will assist professional staff members to meet "Highly Qualified" status, in their field of employment, as outlined by the rubric included in the provisions of the "No Child Left Behind Act".
2. If this assistance requires workshop/college hours, guidelines as outlined in Article 8 will be applied.

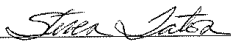

If "No Child Left Behind" is amended to remove the highly qualified status section of the law, this article shall be terminated.

**Article 32 National Board Certification**


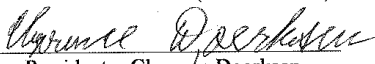
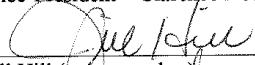
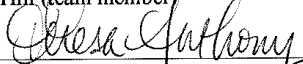
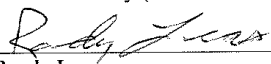
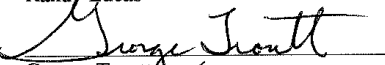
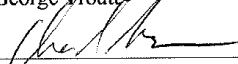
The National Board Certified Teacher will be awarded \$1000 from USD 507 local funds. This shall continue during each year the professional employee maintains National Board Certification. The check will be issued in June at the end of each contracted year.

This agreement will become effective provided it is ratified by a majority of the members of the Board and the professional employees in the negotiation unit. This agreement may be modified only through voluntary mutual consent of the parties in the written and signed amendments to this and give them full force and effect.

Satanta Teachers' Association

  
President  
  
Negotiator

Board of Education, USD No. 507

  
President - Carl Wilson (team member)  
  
Vice-President - Clarence Doerksen  
  
Jill Hill (team member)  
  
Teresa Anthony (team member)  
  
Randy Lucas  
  
George Troutt  
  
Chad Asmus

06/08/09  
Signed this date

## Salary Schedule for 2009-2010

		ACROSS DOWN				ACROSS DOWN				
INCREASE BS		450	425	INCREASE MS			450	475		
YRS	STEP	BS	BS + 8	BS + 16	BS + 24	MS	MS + 8	MS + 16	MS + 24	MS + 32
-	1	35,000	35,450	35,900	36,350	37,153	37,603	38,053	38,503	38,953
1	2	35,425	35,875	36,325	36,775	37,628	38,078	38,528	38,978	39,428
2	3	35,850	36,300	36,750	37,200	38,103	38,553	39,003	39,453	39,903
3	4	36,275	36,725	37,175	37,625	38,578	39,028	39,478	39,928	40,378
4	5	36,700	37,150	37,600	38,050	39,053	39,503	39,953	40,403	40,853
5	6	37,125	37,575	38,025	38,475	39,528	39,978	40,428	40,878	41,328
6	7	37,550	38,000	38,450	38,900	40,003	40,453	40,903	41,353	41,803
7	8	37,975	38,425	38,875	39,325	40,478	40,928	41,378	41,828	42,278
8	9	38,400	38,850	39,300	39,750	40,953	41,403	41,853	42,303	42,753
9	10	38,825	39,275	39,725	40,175	41,428	41,878	42,328	42,778	43,228
10	11	39,250	39,700	40,150	40,600	41,903	42,353	42,803	43,253	43,703
11	12	39,675	40,125	40,575	41,025	42,378	42,828	43,278	43,728	44,178
12	13		40,550	41,000	41,450	42,853	43,303	43,753	44,203	44,653
13	14		40,975	41,425	41,875	43,328	43,778	44,228	44,678	45,128
14	15			41,850	42,300	43,803	44,253	44,703	45,153	45,603
15	16			42,275	42,725	44,278	44,728	45,178	45,628	46,078
16	17			42,700	43,150	44,753	45,203	45,653	46,103	46,553
17	18				43,575	45,228	45,678	46,128	46,578	47,028
18	19				44,000	45,703	46,153	46,603	47,053	47,503
19	20				44,425	46,178	46,628	47,078	47,528	47,978
20	21				44,850	46,653	47,103	47,553	48,003	48,453
21	22					47,128	47,578	48,028	48,478	48,928
22	23						48,053	48,503	48,953	49,403
23	24						48,528	48,978	49,428	49,878
24	25							49,453	49,903	50,353
25	26							49,928	50,378	50,828
26	27								50,853	51,303
27	28								51,328	51,778
28	29								51,803	52,253
29	30									52,728
30	31									53,203
31	32					26				53,678

UNIFIED SCHOOL DISTRICT NO. 507  
Satanta, Kansas 67870

**Teacher:**

**Date:**

AGREEMENT

This agreement entered into by and between the teacher, whose name is subscribed hereto, and the Board of Education, Unified School District No. 507, Satanta, Kansas, hereinafter called the "Board".

WITNES SETH: That in consideration of the payment of dollars payable in twelve (12) equal monthly installments, first payable on the 15<sup>th</sup> day of September, 2004, and on the 15<sup>th</sup> day of each month thereafter during the term of this agreement, the aforesaid teacher in addition to the terms of the agreement hereby agrees to well and faithfully perform the duties of a teacher in said district according to the law and the rules and regulations established by the Board. Through mutual agreement with the building administrator, the teacher agrees to accept any teaching assignment and extra class assignment for which her or she is qualified. The assignment of extra work duties shall be made by the building administrator working with the teacher, with the final responsibility of assignment resting with the building principal.

IT IS FURTHER UNDERSTOOD AND AGREED:

1. That said teacher is not at this date under contract to teach in any other school.
2. That said teacher is properly certified and will continue certification in accordance with the laws of the State of Kansas and the requirements of the Kansas State Department of Education, governing the position to which the teacher is assigned.
3. That this contract is based on 179 teacher work days as defined in the Negotiated Agreement.
4. That this contract may be terminated by the Board if at any time during the year the treasury of the school is without funds to make monthly payments, such payments without funds being in violation of the laws of the State of Kansas, or in the event the school is closed by unavoidable causes, or in the event the budget, when adopted, does not provide sufficient funds.
5. That all provisions and conditions of this contract are subject to all laws, rules, orders and regulations enacted by the Federal Government and the State of Kansas affecting salaries and employment.
6. That the teacher acknowledges receipt of a copy of the employment policy of the district and that the teacher and the Board hereby agree to fulfill the terms of this contract.
7. That all duties, prerogatives, rights of the Board to manage and control the business and activities of the district are vested in and retained by the Board including, but not limited to, the assignment and direction of its employee except as may be limited by the negotiated agreement, which is a part of this contract with the same force and effect as though fully set forth therein.
8. That the teacher may terminate this contract at any time should the Board willfully violate any part of this contract.

Name:

UNIFIED SCHOOL DISTRICT NO. 507 TEACHING CONTRACT

page 2

9. The consideration named herein is determined in the following manner:

1. Step:                      Level:

2. Primary Assignment:

3. Secondary:

4. Secondary:

5. Secondary:

6. Secondary:

Total amount of Contract.....\$

**UNIFIED SCHOOL DISTRICT NO. 507**

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk, Board of Education

**Accepted By:**

\_\_\_\_\_  
Teacher

Date \_\_\_\_\_

**Statement of Grievance**

Informal:

Teacher \_\_\_\_\_

Building \_\_\_\_\_

Assignment \_\_\_\_\_

Date of Awareness of Grievance \_\_\_\_\_

Date of Informal Conference \_\_\_\_\_

Date of Principal's Response \_\_\_\_\_

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Grievant's Signature

Principal's Signature

Form 1

**Statement of Grievance**

Formal: Level 1 Statement of Facts giving rise to grievance (be specific):

Statement of Grievance: (make specific references to provisions of Negotiated Agreement, state regulation, contract, or board policy)

Relief Sought:

\_\_\_\_\_  
Signature of Grievant

Date written grievance was delivered to Principal \_\_\_\_\_

Date of Principal's response (must be within 10 days of receipt) \_\_\_\_\_

Principal's Response:

\_\_\_\_\_  
Signature of Principal

Grievant's Response:

\*If grievance is a result of action by the superintendent, go to Level Three, then to Level Two.  
Form 2

**Statement of Grievance**

Formal: Level Two: Appeal to Grievance Committee (To be completed by chairperson of committee)

Date of disposition by Committee (must be within 10 days of receipt) \_\_\_\_\_

Grievance found to be valid and meritorious

Grievance found NOT to be valid and/or meritorious

Reason for Committee's Disposition:

\_\_\_\_\_  
Signature of Committee Chairperson

Form 3

**Statement of Grievance**

Formal: Level Three                      Appeal to Superintendent (To be completed by Superintendent)

Date delivered to Superintendent \_\_\_\_\_

Date of response by Superintendent (must be within 10 days of receipt) \_\_\_\_\_

Response of Superintendent:

\_\_\_\_\_  
Signature of Superintendent

Grievant's Response:

Level Four:      Appeal to Board (To be completed by President of the Board)

Date delivered to President of the Board \_\_\_\_\_

Date of hearing (must be within 20 days) \_\_\_\_\_

Date of Board decision (must be reached at the next scheduled board meeting following the hearing) \_\_\_\_\_

Decision of the Board of Education:

\_\_\_\_\_  
President, Board of Education

Form

Attachment A

**1998-99 Staff  
Grandfathered under Article 13, Section G**

Sidra Alexander  
Joyce Apsley  
Helen Bunyan  
Ryan Burrows  
Mel Heddlesten  
Marceil Jones  
Rachel Lee  
Gala Liebelt  
Randy Liebelt  
Janie Lutz  
Linda Nelson  
Marti Philippi  
Jeanne Robinson  
Jeanette Rooney  
Rita Shogren  
Steven Taton  
Debbie Weeks  
Cheri Williams  
Ron Williams