

**RURAL VISTA USD 481
NEGOTIATED AGREEMENT
2009-2010**

This agreement, made and entered into as of the 18th day of June, 2009, by the Board of Education, Unified School District 481, Dickinson County, Kansas (hereafter referred to as the "Board") and USD 481 Local Teacher's Association (hereafter referred to as the "Association").

Whereas, the Association and the Board, by and through their duly authorized representatives, have met, consulted, conferred, and discussed with respect to the terms and conditions of professional service of the professional employees employed by the Board and

Whereas, the Association and the Board, have now reached an agreement with respect to certain of such terms and conditions of professional service and wish to reduce the same to writing.

Now, therefore, it is hereby mutually agreed between the parties as follows:

ARTICLE I. RIGHTS OF THE BOARD

The Board, for itself and on behalf of the voters and taxpayers of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Kansas and the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under local laws or regulations as they pertain to education, except that the Board agrees to negotiate with the Association in a good faith effort as provided by law. The Board and the Association agree, except as expressly provided otherwise in this agreement, that the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board, and that the Board is the legally constituted body for that purpose.

ARTICLE II. LEAVES

A. Teacher Duty Day

The regular duty day is from 7:45am-4pm.

B. Temporary Leave

Temporary leave is defined as absence from duties for illness (personal or family), bereavement, or personal business. Teachers are granted temporary leave in the amount of twelve (12) days per year. Temporary leave will be deducted in ½ day increments, dividing at 12:00 p.m. of a contracted day. Temporary leave is cumulative to a maximum of sixty (60) days at the end of each year. A teacher may utilize temporary leave when reasonable notice is given to the building principal or immediate supervisor a minimum of 2 days (48 hours) prior to use of the leave in every case where possible. The teacher will not be required to give specific reasons for temporary leave utilization. In the event the requested date of leave is in conflict with a building or district event, which requires teacher attendance, the building principal and teacher shall attempt to reschedule the leave. Any disagreement between the principal and the teacher regarding use of leave may be appealed to the superintendent, whose decision shall be final. Each teacher shall be given a written accounting of his/her accumulated temporary leave days in September of each school year.

Amended: 50-60 June 9, 2008

B. Temporary Leave (cont'd)

The board has set aside a total of \$1,000 to be divided equally amongst all teachers, based on the number of Temporary Leave days accumulated above the maximum, who apply for it at the end of the school year. The amount each teacher shall receive will not exceed \$25 per day for the number of Temporary Leave days accumulated above the maximum number of days allowed (60).

C. Professional Leave

A maximum of three (3) days per year with pay may be used by the teacher for professional improvement. The teacher must obtain the prior approval of his/her building principal before taking such leave. The teacher shall properly notify the building principal one-week in advance of a leave for professional improvement. Days of professional improvement leave used specifically for the purpose of visiting another school shall be used prior to the last working day of April.

With the head administrator's approval, the district will pay up to one hundred dollars (\$100.00) toward the registration fees for either one 2-day workshop and/or seminar and/or conference or two 1-day workshops and/or seminars and/or conferences.

If the district requests a teacher to attend a workshop and/or seminar and/or conference, the district will reimburse the teacher for food, lodging, and transportation in addition to the registration fees. District request leaves will not be deducted from the teacher's professional leave. The district will assume the substitute teacher cost in all of the above situations.

D. Teacher Covered Leave

Teachers who make arrangements for another teacher to cover a class period or a portion of a class period because they need to arrive late or leave early for appointments will not be charged leave time provided the teacher covering the class does not submit an extra duty form. The building administrator or their designee must approve arrangements in advance.

E. Sabbatical Leave

A teacher may, upon written application, be granted a leave of absence without pay or fringe benefits for one (1) semester or one (1) school year for pursuing studies related to professional growth and improvement. Such leave of absence may be granted at the will of the Board upon the recommendation of the Superintendent of Schools. When the employee returns from the leave of absence, he/she shall retain the following 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; and (b) unused temporary leave and other leave benefits as held by said teacher at the start of the leave.

F. Teacher Sick Leave Pool

A sick leave bank will be established to enable participating teachers to extend their number of leave days when necessary by using from a pool made possible by teachers volunteering days from their sick leave. The bank will be available only to teachers donating days to the bank and have extinguished all of their accumulated leave. Applications to use leave days from the bank will be submitted to the superintendent.

The bank will be administered by a committee consisting of two USD 481 Local Teacher's Association members, the building principal of the teacher requesting leave, a board of education member and the superintendent. The superintendent shall be the chairperson. Upon review by the committee, the superintendent shall notify the teacher if the application to receive days from the sick leave bank has been approved or denied.

Any teacher may become eligible to participate in the sick leave bank by donating 2 unused temporary leave days to the sick leave bank in August 2007 for the 2007-08 school year. In the following school years (2008-09 and beyond), teachers must donate 1 day per year to be eligible for the sick leave pool. The days donated to the bank will be deducted from the teacher's accumulated temporary leave. Teachers must decide by September 1 or within 2 calendar weeks of initial employment, whichever occurs later, of the current school year if they are going to participate in the sick leave bank. All days donated to the bank belong to the bank and are not identified with any individual teacher; therefore, days may not be refunded to individual teachers once they have been donated. The number of sick leave days in the bank will be capped at an expense of \$5,000 each school year. Expense is defined as the daily rate of salary paid to the affected teacher and the daily rate of salary paid to their substitute during the contract time they are drawing from the pool. At the beginning of each school year, the bank will begin with a balance of \$5,000 regardless of the number of teachers who donate days to the pool.

Donations to the sick leave bank will be determined by the following criteria:

- Each teacher who wishes to offer a contribution to the bank will complete a form provided the district office.
- Before September 1 or 2 elapsed calendar weeks of initial employment of each school year, whichever occurs later, completed forms will be returned to the district office.

Withdrawals from the sick leave bank will be determined by the following criteria:

- Each application for days from the sick leave bank must be due to health-related reasons.
- The teacher making application for days from the sick leave bank must be under the care of a physician. The application must contain the signature of the physician giving care with the recommendation that the teacher must be absent from work due to the condition of his/her health. Applications due to illness/disability in the teacher's immediate family may be considered with a physician's recommendation.
- Each withdrawal event from the bank shall be approved by the sick leave bank committee.
- Each teacher, upon approval, may be granted up to a maximum of 10 contract days from the sick leave bank. The committee may grant additional days for hardship cases pending funds available.
- Teachers receiving days from the sick leave bank are not obligated to "pay back" the days to the bank. It is the intent that such days are granted rather than lent to the individual.

G. Absence

For any absence other than approved leave (absence in excess of leave credit or absence not covered by leave policy), a portion of the teacher's salary will be deducted for each day absent prorated based on the number of days contained in the adopted school calendar. The Board reserves the right to approve the absence without pay. The teacher will need to make a request in writing to the superintendent prior to the leave to receive approved absence without leave.

ARTICLE III. SALARY REDUCTION

Certified staff who choose to participate in the district health plan shall be given **\$3,490.00** annually to help off set health cost (take the health coverage or lose the \$3490.00 annual payment). Less than full-time certified staff will be prorated.

The Association will form a committee of its members to help in the process of searching for a health insurance carrier.

A plan participant will be allowed to change health care insurance status if the change is due to a change in family status (e.g. marriage, divorce, death of spouse or child, or birth or adoption of child).

The school district shall establish a program in conformity with Section 125 of the Internal Revenue Code of 1954 as amended, and in compliance with the applicable rules and regulations issued by the Internal Revenue Service of Salary Reduction. Any employee may reduce his/her salary by an amount up to the statutory limit on non-taxable benefits as set forth in the program.

The employee shall make any salary reduction requests within thirty (30) days after commencing work in USD 481. That reduction shall remain in force throughout the plan year or through the August pay period or upon termination of employment with the district, whichever occurs first.

Options available for salary reduction include but are not limited to:

- (a) Health Insurance
- (b) Cancer/Intensive Care Insurance
- (c) Salary Protection Insurance
- (d) Childcare/Medical Reimbursement
- (e) Group Term Life Insurance

If any of these options are chosen, the employee shall receive his/her total salary in cash and may purchase the above benefits from his/her total salary as a salary deduction.

ARTICLE IV. SALARY

A. The base salary shall be established each year and entered on step one (1) of the Bachelor of Science degree column. The base salary for the **2009-2010** school year shall be **\$30,000.00**. Employees shall be employed by the district for the number of days in the adopted school calendar.

Teachers employed by USD 481 shall be paid in accordance with a salary schedule. The salary schedule shall be divided into seven (7) vertical columns as follows:

1. Bachelor of Science;
2. Bachelor of Science plus 10 hours;
3. Bachelor of Science plus 20 hours;
4. Bachelor of Science plus 40 hours or Master of Science;
5. Master of Science plus 10 hours;
6. Master of Science plus 20 hours; and
7. Master of Science plus 30 hours.

In this Article, "hours" shall mean eligible semester credit hours earned by a teacher subsequent to being awarded a Bachelor of Science degree.

The salary schedule shall be further divided into steps, with each vertical column having the following number of steps:

1. Bachelor of Science, 10 steps;
2. Bachelor of Science plus 10 hours, 14 steps;
3. Bachelor of Science plus 20 hours, 18 steps;
4. Bachelor of Science plus 40 hours or Master of Science, 20 steps;
5. Master of Science plus 10 hours, 28 steps;
6. Master of Science plus 20 hours, 30 steps; and
7. Master of Science plus 30 hours, 32 steps.

Credits that are used for a teacher to be eligible for horizontal advancement on the salary schedule shall be upper-division or graduate level credit. Credit other than upper-division (upper-division is to be defined as junior or senior level course work) or graduate level credit that is submitted as a basis for horizontal advancement shall be approved by the applicant's district school administrator or building administrator. Applicants for horizontal advancement shall select credit hours that maintain or improve skills related to their employment as teachers or special services personnel in the schools. Credit approved by the State Department of Education for certification shall be accepted by the district for horizontal advancement. Credit received on the teacher inservice plan will also be accepted for recertification and for horizontal advancement on the salary schedule. The Board will allow twenty (20) inservice hours to equal one (1) hour of college credit for advancement on the salary schedule. A teacher may use a maximum of 80 inservice points for advancement on each column of the salary schedule. Staff may advance one column per year. *Credit shall be appropriate to endorsement or endorsements that appear on the teacher's certificate, to a new endorsement area or to professional development.*

Proof of additional eligible hours earned or next higher eligible degree awarded must be filed with the head administrator on or before September 1, or on or before February 1, of the current school year in order for such additional educational attainment to be eligible for changing the teacher's column placement for the current school year.

B. Teachers will be allowed to move a maximum of one (1) step vertically and one (1) step horizontally each year. Teachers will not be allowed a career increment after attaining the maximum step on the appropriate column of the Teacher's Salary Schedule.

C. The minimum school term will be set for 1,116 hours following state mandates and the adopted school calendar.

D. The Board will allow five (5) years of experience on the salary schedule or placement at the discretion of the Board.

E. A professional appraisal system based on Charlotte Danielson, *Enhancing Professional Practice-A Framework for Teaching*, will be used for teacher evaluations.

Updated: Salary \$30,000 on June 9, 2008

ARTICLE V. SUPPLEMENTAL PAY SCHEDULE

Any teacher who is assigned one or more of the supplemental duties listed below shall receive compensation as a percentage of the current base salary for each scheduled activity set forth as follows:

Position	% of current base			
	0-5 yrs.	6-10 yrs.	11-15 yrs.	16+ yrs.
Athletic Director	10	11	12	13
Head High School Football Coach	10	11	12	13
Head High School Volleyball Coach	10	11	12	13
Head High School Boys' Basketball Coach	10	11	12	13
Head High School Girls' Basketball Coach	10	11	12	13
Head High School Track Coach	9	10	11	12
Asst. High School Football Coach	6	7	8	9
Asst. High School Volleyball Coach	6	7	8	9
Asst. High School Boys' Basketball Coach	6	7	8	9
Asst. High School Girls' Basketball Coach	6	7	8	9
Asst. High School Track Coach	5	6	7	8
Head Junior High Football Coach	3	4	5	6
Head Junior High Volleyball Coach	3	4	5	6
Head Junior High Boys' Basketball Coach	4	5	6	7
Head Junior High Girls' Basketball Coach	4	5	6	7
Head Junior High Track Coach	2	3	4	5
Asst. Junior High Football Coach	2	3	4	5
Asst. Junior High Volleyball Coach	1.5	2.5	3.5	4.5
Asst. Junior High Boys' Basketball Coach	1.5	2.5	3.5	4.5
Asst. Junior High Girls' Basketball Coach	1.5	2.5	3.5	4.5
Asst. Junior High Track Coach	1	2	3	4

	<u>0-5 yrs.</u>	<u>6+ yrs.</u>
Head Teacher	7	8
High School Pep Club/Cheerleader Sponsor	6	7
Dance Team Sponsor	2	2.5
Weight Room Supervisor	3	3.5
Forensics Coach	3.25	3.75
High School Scholar's Bowl Coach	4	4.5
District Instrumental Music Director	9	10
Vocal Music Director	4.5	5.5
Yearbook Advisor	3.25	3.75
All School Play Director, per play	2.5	2.5
Senior Class Sponsor*	3	3.5
Junior Class Sponsor**	3	3.5
Sophomore Class Sponsor	1.25	1.25
Freshman Class Sponsor	1.25	1.25
FCCLA	4	5
FFA	4	5
FBLA	4	5
High School Student Council Sponsor	4	5
National Honor Society Sponsor	.5	.5
Junior High Pep Club/Cheerleader Sponsor	3	3
Junior High Scholar's Bowl Sponsor	.5	.5
Technology Coordinator	15	15
Teacher Induction Trainer	3	4
Teacher Mentor	1	2

* To be divided evenly amongst all senior class sponsors.

** A maximum of two (2) sponsors per junior class, each receives 3%.

Every certified employee will serve on a school improvement team.

Each school will receive \$3,000.00 to compensate school improvement team members. This money will be divided among the leadership team at the discretion of the building administrator.

ARTICLE VI. EXTRA DUTY PAY AND ADDITIONAL COMPENSATION

Compensation of \$11.00 per hour not to exceed a maximum of \$66.00 shall be paid to those teachers assigned extra duties outside the regular school day. Compensation of \$11.00 shall be paid to those teachers assuming the responsibilities of another teacher's classroom during his/her preparation period. Payments for extra-duty assignments will be made by two (2) separate checks to be paid in December and June.

Daily, Traveling Teacher Plan Compensation – 4%

Summer School Instructor - \$25 per hour

CCCC Dual Credit Instructor* - \$1000

CCCC Dual Credit Distance Learning Instructor* (outside of district) - \$400

*Enrollment of the home district class must be at least 5 students.

Greenbush Distance Learning Instructor - \$1000

ARTICLE VII. PAYROLL DEDUCTIONS

The Board agrees to deduct unified membership dues for the USD 481 Local Teacher’s Association for its members under the following terms and conditions;

1. Individual. The initial signed authorization shall be on file in the Board office by September 1 of the current contract year. Authorization shall be on forms supplied by the Board and shall remain in effect until modified or revoked in writing by the member. (Since teachers may join the Teacher’s Association after September 1 of the current contract year, they should be able to have the monthly dues deducted from their pay if they pay a lump sum for back months so their deductions will be no different than other members.)

2. Authorization may be revoked by any member giving written notice before September 1 of the current contract year.

3. Deductions will be on a monthly basis over twelve (12) consecutive months commencing in September.

4. In addition to the initial authorization, the member shall also provide at the same time to the Board a hold harmless agreement signed by the member and included in the authorization form, which agreement shall be on file in the Board office. Such agreement shall be understanding that the member shall hold harmless the Board, the school district, and any of its employees in any action which could otherwise be brought against the Board, the school district or its employees, or both, as a result, by said member, for any error or omission that is made in authorizing or withholding membership dues deduction.

ARTICLE VIII. RELEASE FROM CONTRACT

Any teacher under contract, including a continuing contract, with the Board of Education, who requests a release from that contract after May 15 of the year preceding the contract year, shall be subject to liquidated damages if the request is granted. The said damages shall be as follows:

May 16 to May 23.....	\$100
May 24 to May 31.....	\$200
June 1 to June 7.....	\$400
June 8 to June 15.....	\$800
June 16 to June 23.....	\$1,600
June 24 to June 30.....	\$3,200
July 1 and after.....	\$5,000

The maximum amount may apply to release requests during the school year.

A check or money order for the amount of the damages, or written permission to deduct that amount from money still due the teacher, must accompany the release request before it will be considered. The Board of Education is not bound to grant such a release. Also, the Board may grant the release without assessing the damages for hardship cases.

ARTICLE IX. RETIREMENT PLAN

Criteria for eligibility:

- 30 years of service to the Rural Vista School District
- 20 years of service and meets KPERS eligibility requirements.

Payment Choices:

- *one time payment of \$7,500*
- *\$4,000 for two years.*
- *\$3,600 per year for 4 years*

Utilization Choices:

- Cash payment
- Participation in district's health insurance program. If this choice is made the above dollars will be allocated to the cost of a single insurance cost and any excess will be paid to the participant and any extra charge will also be the responsibility of the participant.

Other information:

- Suggested Intent to retire deadline for 2007-08 School Year: April 1
- For 2009-2010 School Year: May 1
- Suggested Intent to retire deadline from 2010-2011 forward: April 1

Approved by Board of Education: March 10, 2008

Amended by Board of Education: April 12, 2010

ARTICLE X. NOTIFICATION OF TERMS OF AGREEMENT

The Board shall make available a copy of this agreement to all teachers re-employed for the 2009-2010 school year at the same time as the individual teaching contracts for the 2009-2010 school year are dispersed. Teachers new to the district shall be given a copy of this agreement on the teacher orientation day held at the beginning of the school year.

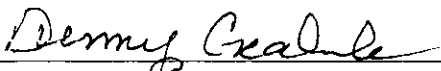
ARTICLE XI. DURATION OF AGREEMENT

This agreement is and shall be enforced as a whole for a period of two (2) school years, starting July 1, 2009, and ending June 30, 2011. Negotiable items for the school year beginning with an even year shall be confined to monetary values of salary, supplemental contracts, and fringe benefits. All items are negotiable for the school year beginning with an odd year. After such two (2) year period, this agreement shall wholly cease and terminate for all purposes whatsoever.

Ratified by a majority of the teachers of Rural Vista USD 481, on June 18, 2009, and a majority of the members of the Board of Education USD 481, on June 18, 2009.

USD 481 Teachers' Association

Rural Vista USD 481 Board of Education



President



President



Clerk of the Board Of Education

2009-10 Salary Certified

Step	BS	BS+10	BS+20	BS+40/MS	MS+10	MS+20	MS+30
1	30,000	30,600	31,200	31,950	32,700	33,450	34,200
2	30,400	31,000	31,600	32,350	33,100	33,850	34,600
3	30,800	31,400	32,000	32,750	33,500	34,250	35,000
4	31,200	31,800	32,400	33,150	33,900	34,650	35,400
5	31,600	32,200	32,800	33,550	34,300	35,050	35,800
6	32,000	32,600	33,200	33,950	34,700	35,450	36,200
7	32,400	33,000	33,600	34,350	35,100	35,850	36,600
8	32,800	33,400	34,000	34,750	35,500	36,250	37,000
9	33,200	33,800	34,400	35,150	35,900	36,650	37,400
10	33,600	34,200	34,800	35,550	36,300	37,050	37,800
11		34,600	35,200	35,950	36,700	37,450	38,200
12		35,000	35,600	36,350	37,100	37,850	38,600
13		35,400	36,000	36,750	37,500	38,250	39,000
14		35,800	36,400	37,150	37,900	38,650	39,400
15			36,800	37,550	38,300	39,050	39,800
16			37,200	37,950	38,700	39,450	40,200
17			37,600	38,350	39,100	39,850	40,600
18			38,000	38,750	39,500	40,250	41,000
19				39,150	39,900	40,650	41,400
20				39,550	40,300	41,050	41,800
21					40,700	41,450	42,200
22					41,100	41,850	42,600
23					41,500	42,250	43,000
24					41,900	42,650	43,400
25					42,300	43,050	43,800
26					42,700	43,450	44,200
27					43,100	43,850	44,600
28					43,500	44,250	45,000
29						44,650	45,400
30						45,050	45,800
31							46,200
32							46,600

Base	Step	BS Column	MS Column	Health Ins
\$30,000		\$400	\$600	\$750
				\$3,490

Column 4 MS also includes BS+40