

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

**THE WEST KINGMAN COUNTY
ASSOCIATION OF AMERICAN EDUCATORS**

AND

**UNIFIED SCHOOL DISTRICT NO. 332
KINGMAN COUNTY, KANSAS**

2009-2010

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ARTICLE I

PREAMBLE

Pursuant to the provisions of the resolution adopted by the Board on October 11, 2004, the Board recognizes the West Kingman County Association of American Educators as the exclusive representative for the purpose of professional negotiation for classroom teachers and other professional employees except administrative employees and substitute teachers.

All rights and privileges granted to the Association under the terms and provisions of this agreement are for the exclusive use of the Association.

The representatives of the West Kingman County Association of American Educators and the Board of Education of Unified School District No. 332 have completed professional negotiations in accordance with the spirit and letter of Kansas laws covering professional negotiations. The agreement thus reached is therefore incorporated into an Agreement which is legally binding on both parties and formulates a portion of the procedures and regulations relative to teacher employment in Unified School District No. 332.

This Agreement will be an appendix in the Unified School District No. 332 Board of Education policy handbook.

ARTICLE II

DEFINITIONS

1. **THE ASSOCIATION:** The West Kingman County Association of American Educators.
2. **THE BOARD:** The Board of Education of Unified School District No. 332.

3. **SUPERINTENDENT:** The Superintendent of Unified School District No. 332.
4. **THE SCHOOL DISTRICT OR SCHOOL SYSTEM:** Unified School District No. 332.
5. **TEACHER:** All professional employees of Unified School District No. 332 (except administrative employees and substitute teachers) employed in a position requiring a certificate issued by the State Board of Education.
6. **ADMINISTRATOR:** All employees of Unified School District No. 332 holding a position in which an administrative certificate is required by the State Department of Education.
7. **GRIEVANCE:** A complaint by a teacher, group of teachers, or the Association based on an alleged violation, misinterpretation or misapplication by the district of a negotiated contract or agreement, a board policy, administrative regulation or practice affecting conditions of employment.
8. Whenever the singular is used in the Agreement, it is to include the plural as appropriate.
9. **BARGAINING UNIT:** All classroom teachers and other professional employees except administrators and substitute teachers of Unified School District No. 332.
10. **DAY:** Unless otherwise designated, it is to be understood to mean a calendar day.

ARTICLE III SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to a member or group of members of the bargaining unit is held 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 to full force and effect. Furthermore, either the Board or the Association may request a re opener into negotiations on items that are related to any provision found to be contrary to law. The parties agree to meet within 15 days after the next regularly scheduled Board meeting subsequent to the request to re open.

ARTICLE IV DURATION OF THE AGREEMENT

This agreement shall be in full force and effect beginning on **July 1, 2009** through and including **June 30, 2010**.

ARTICLE V LENGTH OF CONTRACT

- A. **CONTRACT DAYS:** The length of the contract shall be for (187) days.
- B. **NON ATTENDANCE:** Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE VI WORK DAY

- A. **LENGTH OF SCHOOL DAY:** The length of the working day for all teachers shall be an eight (8) hour classroom day. The time of

arrival and departure will be assigned by the attendance center principal at the beginning of each school year. The teachers day shall end at the time students are dismissed on days preceding holidays and vacations. School will be dismissed at 1:30 PM on the last day of each nine week grading period to allow time for teachers to process grade cards.

In the event a teacher covers for another teacher during their planning period he/she will be paid at a rate of 5.00 for time up to thirty (30) minutes and 8.50 for time above thirty (30) minutes and less than one hour.

- B. PREPARATION TIME:** The administration shall make a concerted effort to provide each teacher, in addition to their lunch period, a daily preparation time, of at least (30) minutes, during which they shall not be assigned to any other duties.

ARTICLE VII

LEAVE

A. SICK LEAVE:

1. Each teacher will be allowed ten (10) days sick leave per year accumulative to seventy (70) days. Experienced teachers new to Unified School District No. 332 may transfer (not to exceed) fifteen (15) days of accumulated sick leave from the year immediately preceding employment by Unified School District No. 332. Written verification is required by October 1 during the first year of employment.
2. Sick leave shall cover absences for teacher and members of the teacher's immediate family. Immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, and any other relative who makes his or her home permanently in the household of the teacher.

3. The following guidelines will be used to determine the amount of sick leave to be deducted when the teacher is absent less than a full day:
 - a. Absent less than (25%) twenty five percent of the school day - deduct (0) zero day.
 - b. Absent (25%) twenty five percent and less than (75%) seventy five percent of the school day - deduct (.5) one half day.
 - c. Absent (75%) seventy five percent or above of the school day - deduct (1) one day.
4. The Board will pay each teacher \$30.00 per day for each day of sick leave over 60 days at the end of each contract year. (Half days will be paid for at the rate of \$15.00 per each) Payment will be made when final bills for the fiscal year is approved by the Board of Education.

B. PERSONAL LEAVE:

Each full time teacher is granted two days per year for personal business accumulative to five (5) days. The teacher shall notify the administration 24 hours in advance, unless time does not warrant it. Additional days may be allowed in emergency situations, but these additional days must have the prior approval of the Superintendent.

1. Leave for personal business may not be taken during the pre school duty days, the first week of school, the last week of school, the post school duty day, or the day before or after any regularly scheduled vacation period. Personal leave may be granted on these days in some emergency situations, but must have prior approval of the Superintendent.

2. The Board will pay each teacher \$30.00 per day for each day of Personal leave over 3 days at the end of each contract year. (Half days will be paid for at the rate of \$15.00 per each) Payment will be made when final bills for the fiscal year is approved by the Board of Education.

C. PROFESSIONAL LEAVE:

Teachers may be granted temporary leave with pay to attend conventions and conferences related to their specific assignments, or to observe instructional programs in action in another school either within or outside the district. Such leaves must be approved by the Superintendent at least one week in advance of their occurrence after having discussed it with the principal. All requests for such leave shall be in writing.

D. JURY DUTY LEAVE:

Teachers summoned for jury duty should fulfill this responsibility, if possible, with no loss in pay while serving. Payment received, excluding mileage, received for such service by the teacher shall be submitted to the school district clerk upon its receipt by the teacher.

E. ASSOCIATION LEAVE:

Teachers may use up to (4) four days per year for association leave with no reduction in pay and with the substitute teacher being paid by the board. The four days is the maximum to be allowed for the total teaching staff. Covered under this agreement.

Teachers must notify the building principal at least (3) three days prior to the intended use of such leave in order for association leave to be honored by the board. In emergencies, the Superintendent may waive the "three day notice" requirement.

F. **BEREAVEMENT LEAVE:** Upon the death of an immediate family member, four (4) days of bereavement leave will be granted. The immediate family is hereby defined as: father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparents and grandchildren. In addition, it shall include any relative living in the employee's household. Bereavement leave used for other than immediate family or days requested beyond these four (4) days will be charged to sick leave.

G. **EXTENDED LEAVE OF ABSENCE:** Teachers are entitled, subject to approval of the Board, to extended leaves for health, maternity, and adoption. The length of each extended leave shall be established by the Board after reviewing the request of the teacher. Extended leave shall not be considered termination of employment.

Extended leaves shall be subject to the following provisions. The teacher shall:

1. Receive no salary from USD #332 when he/she is on extended leave.
2. Retain, during the extended leave, accumulated temporary leave days but will not receive credit for any additional temporary leave days.
3. Retain membership, if so desired, in the group insurance plan during extended leave for the period of time allowable by the insurance company. Arrangements for payment of dues must be made in advance with the Superintendent.
4. Be reassigned in a regular position which is at least comparable to the one which the teacher held when the extended leave commenced, exclusive of supplemental assignments. If the date of return from extended leave is other than the beginning of the school year, the effective date of return shall be subject to a

vacancy for which the teacher is qualified. If the date of return from extended leave is the beginning of the school year, the assignment shall be assured, provided the teacher notifies the Superintendent on or before April 15th of his or her intention to return. On or before March 15th, the Superintendent shall make reasonable attempts to notify the teacher on leave of this provision.

5. Prior to resuming duties on return from an extended leave for health or maternity the teacher will present to the Superintendent a statement from a physician that the teacher is physically able to resume normal duties required of his or her assignment.

Application for extended leaves shall be subject to the following provisions:

1. Application for extended leaves to be effective at the beginning of a school year shall be made on or before March 15th.
2. Application for extended leaves that are to be effective at a time other than at the beginning of a school year, shall be made as soon as the extended leaves is necessary.
3. All applications for extended leaves shall be made on the form provided by the district.
4. The application for extended leave shall be filed with the Superintendent of Schools.

ARTICLE VIII SICK LEAVE BANK

On September 1 of each year all teachers shall donate one (1) day sick leave to a sick leave bank, providing the total days available in the bank would not exceed (120) days. Teachers who have depleted their

accumulated sick leave may draw upon the sick leave bank according to the following provisions:

1. The sick leave bank policy shall be administered by the Superintendent.
2. Upon application to the sick leave bank, the requested days shall be allotted to the applicant when approved by the President of the West Kingman County Association of American Educators and the Superintendent. The application must be in writing and include documentation.
3. Use of the sick leave bank is for the use of the teacher only, and not members of his or her immediate family.
4. In the current school year, any teacher may make application for up to thirty (30) days sick leave from the sick leave bank. An additional ten (10) days may be granted with the approval of the President of West Kingman County Association of American Educators and the Superintendent upon application. Substitute teacher's pay shall be deducted from the teacher's salary for these additional ten (10) days.

ARTICLE IX LEAVING THE BUILDING

Teachers may leave the building at any time during which they are not assigned to supervise students. Prior to leaving the building, and upon their return, teachers must sign out and sign back in on a form that will be located in each building office.

ARTICLE X COMPENSATION

A. EXPLANATION OF THE SALARY SCHEDULE:

1. **PLACEMENT ON COLUMN:** Each teacher shall be placed on the column for which his/her highest degree entitles him/her. The placement on the column for additional college hours will be subject to approval by the Superintendent. All college hours or their equivalent in quarter hours must be completed and certified by the college and in the central office by October 1 to apply for that year's total salary or February 1 to apply for the "last half" of that year's salary.

In computing the additional amount for preparation applying to the "last half" salary, the amount specified in the salary schedule for the horizontal increment shall be divided by two and that amount shall be added to the remaining salary to be paid to the teacher.

2. **PLACEMENT ON STEP:** Each teacher will qualify for an additional step for each year of teaching experience. Teachers employed for half time by the school district will be considered to have a full year of teaching experience. Teaching experience outside the school district will be accepted minus one year. The Board of Education reserves the right to subtract more than one year from teachers entering this school district in special cases.
3. After the original salary schedule placement at the time of employment, movement of one step and one lane will be the maximum movement in the salary schedule per contract year.
4. Salary schedule movement will be allowed to the MA lane under the following guideline: BA+30 to MA with BA+40 and 13 years experience.

5. **INSERVICE POINTS:** Salary Schedule Movement will be allowed using Inservice Points under the following guidelines:
- A. Teacher must have an approved Individual Professional Development Plan.
 - B. All points approved by the Professional Development Council will apply for movement on the Salary Schedule providing all costs are paid by the teacher.
 - C. Salary Schedule movement will be calculated using twenty (20) inservice points equal to one (1) college hour and will be used to move from the BA column to the BA+30 column.
 - D. Teachers with MA degrees will be allowed Salary Schedule movement from the MA column to the MA+30 column.
 - E. All Inservice Points must be completed, and certified by the Professional Development Council and in the central office by October 1 to apply for that years total salary or February 1 to apply for the "last half" of that year's salary. A verification of employee paid expenses for the inservice points will be required in writing prior to acceptance by the central office.

F. 2009-2010 Salary Schedule

	1	2	3	4	5	6	7	8
STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
1	31,225	31,570	31,915	32,260	32,615	32,980	33,345	33,710
2	31,670	32,015	32,360	32,705	33,060	33,425	33,790	34,155
3	32,115	32,460	32,805	33,150	33,505	33,870	34,235	34,600
4	32,560	32,905	33,250	33,595	33,950	34,315	34,680	35,045
5	33,005	33,350	33,695	34,040	34,395	34,760	35,125	35,490
6	33,450	33,795	34,140	34,485	34,840	35,205	35,570	35,935
7	33,895	34,240	34,585	34,930	35,285	35,650	36,015	36,380
8	34,340	34,685	35,030	35,375	35,730	36,095	36,460	36,825
9	34,845	35,190	35,535	35,880	36,235	36,600	36,965	37,330
10	35,350	35,695	36,040	36,385	36,740	37,105	37,470	37,835
11		36,200	36,545	36,890	37,245	37,610	37,975	38,340
12		36,705	37,050	37,395	37,750	38,115	38,480	38,845
13		37,210	37,555	37,900	38,255	38,620	38,985	39,350
14			38,060	38,405	38,760	39,125	39,490	39,855
15			38,565	38,910	39,265	39,630	39,995	40,360
16			39,070	39,415	39,770	40,135	40,500	40,865
17			39,575	39,920	40,275	40,640	41,005	41,370
18				40,425	40,780	41,145	41,510	41,875
19				40,930	41,285	41,650	42,015	42,380
20				41,435	41,790	42,155	42,520	42,885
21					42,295	42,660	43,025	43,390
22					42,800	43,165	43,530	43,895
23					43,305	43,670	44,035	44,400
24					43,810	44,175	44,540	44,905
25					44,315	44,680	45,045	45,410
26							45,550	45,915
27								46,420

ARTICLE XI

DEFINED BENEFITS

The Board of Education shall contribute \$447.74 per month to each full-time teacher or a proportional amount if less than full time towards a single membership in the Board of Education selected health insurance program. If both husband and wife are employed as teachers in the district, the \$447.74 contribution for each one may be applied toward the purchase of a family or employee/spouse membership.

In the event that a teacher employed by USD 332 had previously maintained health coverage provided by a qualifying group plan (Covered by a Spouse plan that is an Employer provided group plan) and received a Board of Education contribution of \$305.62 per month for the 2007-2008 school year, in lieu of the single membership stated in paragraph one, said employee may either receive the \$447.74 single membership premium for participating in the district health insurance program, or elect to maintain health coverage provided by a qualifying group plan (Covered by a Spouse plan that is an Employer provided group plan) and receive a Board of Education contribution of \$305.62 per month for the 2008-2009 school year. The amount of district contribution in lieu of a membership premium will decline to \$152.81 per month in the 2009-2010 school year and will cease in the 2010-2011 school year.

A committee will be established each year to evaluate the group health insurance provider for the district and shall make recommendations to the Board of Education as to appropriate services or providers.

ARTICLE XII SALARY REDUCTION

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 applicable rules and regulations issued by the Internal Revenue Service for Salary Reduction. Any teacher may reduce his/her salary by an amount up to the statutory limit on non taxable benefits set forth in the program. Once the annual allocation for each selected benefit is made, the only change which will be allowed is for a fluctuation in health care premiums.

The teacher shall make any salary reduction request within ten (10) days after commencing work in Unified School District No. 332. That reduction shall remain in force throughout the twelve (12) ensuing months or through the August pay period or upon termination of employment with the district, which ever occurs first.

Items by which the teacher may reduce his/her contract are as follows:

- A. Health Insurance
- B. Cancer Insurance
- C. Life Insurance (\$50,000 Max.)
- D. Salary Protection Insurance

If none of these options are chosen, the teacher shall receive his/her salary in cash.

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 a child.)

ARTICLE XIII

SUPPLEMENTAL EXTRA DUTY SALARY SCHEDULE

- A. Compensation for extra duty will be based on the listed percentage of (31,925.00). (Base plus \$700.00)

- B. Presence of a position in this schedule does not inter or require that it will be filled.

- C. If an activity or duty is established by the Board after ratification of the agreement, the Board and teacher will mutually agree to a salary for the current year based on pay for activities or duties in the extra duty salary schedule which require similar time and responsibilities. That duty and pay will be placed in the extra duty salary schedule for subsequent years.

- D. Cafeteria supervision during lunch periods is a supplemental duty position. Staff fulfilling these duties will have the option to receive their lunch in the school cafeteria at no cost to them on those days the cafeteria is in operation.

E. 2009-2010 Extra Duty Salary Schedule

ASSIGNMENT	NO.	% OF BASE +\$700 = \$31,925	SALARY
Academic Bowl Sponsor (High School)	1	5%	1,596
Academic Bowl Sponsor (Grade School)	3	2%	639
Assistant Basketball Coach (High School)	2	7%	2,235
Assistant Football Coach (High School)	2	7%	2,235
Assistant Track Coach (High School)	2	5%	1,596
Assistant Volleyball Coach (High School)	1	7%	2,235
Athletic Director	1	12%	3,831
Drama Director (High School)	1	6%	1,916
Head Basketball Coach (Grade School)	2	4%	1,277
Head Basketball Coach (High School)	2	12%	3,831
Head Football Coach (Grade School)	2	6%	1,916
Head Football Coach (High School)	1	12%	3,831
Head Golf Coach	1	12%	3,831
Head Track Coach (Grade School)	1	4%	1,277
Head Track Coach (High School)	1	12%	3,831
Head Volleyball Coach (Grade School)	2	4%	1,277
Head Volleyball Coach (High School)	1	12%	3,831
Instrumental Music (Grade School)	2	5%	1,596
Instrumental Music (High School)	1	8%	2,554
Junior Class Sponsor	2	3%	958
Kay Club Sponsor	2	2%	639
National Honor Society Sponsor	1	2%	639
Newspaper Coordinator	1	2%	639
Pep club/Cheerleader Sponsor (Grade School)	2	6%	1,916
Pep Club/Cheerleader Sponsor (High School)	2	9%	2,873
Play Director	1	3%	958
Senior Class Sponsor	2	2%	639
Student Council Sponsor	1	2%	639
Summer Weight/Conditioning Sponsor	3	2%	639
Vocal Music (Grade School)	2	5%	1,596
Vocal Music (High School)	1	8%	2,554
Yearbook	2	6%	1,916
ASSIGNMENT			UNIT
***Q.P.A. Duty		\$12.00	Per Hour
**Extra Time for Half-Time Teachers		\$40.00	Per Half Day
*Contest Sponsor		\$30.00	Per Half Day
After School Study Hall Supervisor or Lunch Cafeteria Supervisor		\$12.00	Per Hour
Concession Stand Supervisor - Football (1)		\$15.00	Per Contest
Concession Stand Supervisor - Volleyball and Basketball (2)		\$15.00	Per Contest
Gate Keepers - Basketball (1)		\$7.00	Per Hour
Gate Keepers - Football (2)		\$7.00	Per Hour
Linespersons Volleyball		\$12.00	Per Contest
Official Clock Keeper		\$12.00	Per Contest
Official Scorekeeper		\$12.00	Per Contest
EXTRA DUTY SALARY CALCULATION BASE:			31,925.00

ARTICLE XIV DISTRIBUTION OF SALARY CHECKS

The teachers of the district will be paid on a twelve month basis and on the 10th of each month beginning on September 10. Should the 10th of the month fall on a weekend and/or holiday, salary checks shall be distributed on the last preceding work day unless unforeseen circumstances arise. Nothing herein stated prevents the district from withholding moneys owed to the district from the check of the teacher.

ARTICLE XV AUTHORIZED SALARY DEDUCTIONS

- A. **PROFESSIONAL DUES:** The association's treasurer shall submit written authorization signed by individual teachers desiring dues withholding showing the amount to be withheld from the teacher's paycheck to the Clerk of the Board of Education by October 10 of each year. Deductions will be made only from the November through August paychecks.

- B. **TAX SHELTERED ANNUITY:** Individual teachers desiring a payroll deduction for the purchase of a tax sheltered annuity shall authorize a deduction from his/her salary in writing indicating the authorized amount to be withheld to the Clerk of the Board of Education by August 31 of each year.

The selection of one authorized tax sheltered annuity program will be made by a committee made up of members representing the Board and the Association. The committee will make the selection and/or review of the program as requested by either the Board or the Association.

ARTICLE XVI EARLY RETIREMENT

The Board will support an early retirement program as follows:

A. Qualifications:

1. Participants must have fifteen (15) years of service in USD 332.
2. The last five (5) years, including the year during which application is made for early retirement, must be continuous.
3. Applicants for early retirement must file for benefits by April 1 of the school year immediately prior to the school year when they wish benefits to begin.
4. The program is voluntary with the Board making final determination of eligibility.

B. OPTION 1: Full Benefit Retirement: Participants who wish to retire with full benefits must meet the requirements in Section A as well as the following additional requirements:

1. Participants must have worked through the end of the school year of the calendar year during which they reach their 60th birthday
2. Participants will not be eligible after reaching his/her full retirement age as determined by the Social Security System.
3. Full Benefit Calculations: The amount paid to the participant shall be determined by subtracting the base of the salary schedule from the teacher's salary minus any supplemental and/or extra duty salary for the year in which application for early retirement is made. The difference in these two figures shall be multiplied by sixty percent (60%) to determine the

amount that will be paid annually to the participant. The annual amount shall then be divided by twelve (12) to determine the amount to be paid monthly into a 403(b) account. Monthly payment to the 403(b) account will be made on normal pay dates for teachers.

3. **Benefits Cease:** Once a participant reaches his/her full retirement age as determined by the Social Security system or five (5) years after the participant has retired or is deceased (whichever comes first), the retirement benefits shall cease (see Section D for other terms of discontinuation of benefits)

C. DISCONTINUATION OF BENEFITS: Should any teacher return to teaching on more than a one-half time basis, all early retirement benefits from USD 332 will cease. It is the responsibility of the teacher to inform USD 332 if he/she returns to teaching on more than a one-half time basis. Should it be determined by a court of applicable law that any of the foregoing provisions relative to early retirement are contrary to state or federal law, any such early retirement provisions found to be contrary to state or federal law will cease and the parties will reopen bargaining on these provisions as soon as possible.

D. OTHER: Participants may retain membership in the district's group health insurance program as provided by KSA#12-5040.6.

ARTICLE XVII IN SERVICE EDUCATION

The school district professional development council will assist with the planning for all district in service for professional employees covered by the bargaining unit.

ARTICLE XVIII TEACHER FILES

- A. **OPEN TO TEACHER:** Any teacher's file shall be open to inspection by the teacher at all times, and at the written request of the teacher, a representative of the Association may inspect the teacher's file. The teacher shall have the right to respond to all materials contained in said file. Such response shall become part of the file. Credentials and related papers from teacher placement bureaus which by their own regulations are labeled as "confidential" shall not be examined by the teacher.
- B. **RIGHT TO REPRODUCE CONTENTS:** The teacher or a representative of the teacher designated in writing as such, shall have the right to reproduce any of the contents of the teacher's file.

ARTICLE XIX TEACHER EVALUATION

The evaluation instrument for teachers may be revised if either the Board or the Association notices to do so. A committee composed of three administrators and four teachers (approved by the Association) will be charged with the task.

EVALUATION PROCEDURES: Administrators will conduct as many informal or formal evaluations as they deem necessary for improvement in instruction. The following procedures are the minimum number of evaluations to be made:

- A. All teachers in the first two consecutive school years of employment shall be evaluated at least one time per semester by not later than the 60th school day of the semester, except that any teacher who is not employed for the entire semester shall not be required to be evaluated; and that every teacher

during the third and fourth years of employment shall be evaluated at least one time each school year by not later than February 15; and that after the fourth year of employment every teacher shall be evaluated at least once in every three years by not later than February 15 of the school year in which the teacher is evaluated.

- B. All evaluations are to be made in writing and evaluation documents and responses thereto are to be maintained in a personnel file for each teacher for a period of not less than three years from the date each evaluation is made.
- C. All teacher evaluation forms shall be signed by both the teacher being evaluated and the evaluator. A signature by the teacher being evaluated does not necessarily mean agreement. If the teacher does not agree with the evaluation, he/she has two weeks to respond in writing to the teacher's evaluation file. These evaluation documents and responses shall be available only as required by law.
- D. The administrator conducting the evaluation shall visit each teacher's classroom at least twice for a minimum of twenty (20) minutes prior to each written evaluation.
- E. Should the evaluation reveal a deficiency in any area, it should be the responsibility of the building principal to inform the teacher in writing of the specific deficiency and provide suggestions for improvement.

ARTICLE XX GRIEVANCE PROCESS

A grievance shall mean a complaint by a teacher, group of teachers, or the Association based on an alleged violation, misinterpretation or misapplication by the district of a negotiated contract or agreement, a board policy, administrative regulation or practice affecting conditions

of employment. The grievant may request his/her Association representative to participate at any level beyond level one. If there is no ruling given within the prescribed time limits, the grievance then goes to the next level.

- A. LEVEL ONE: An attempt shall be made to resolve any grievance in an informal verbal discussion between complainant and his or her principal within a reasonable time after the occurrence.
- B. LEVEL TWO: If the grievance cannot be resolved informally, the aggrieved party shall file the grievance in writing five (5) days after the completion of level one. This written grievance should include the date, date grievance occurred, what (policy - contract - provision - practice - etc.) is in question, a statement of the grievant's claim and the relief desired. Within five (5) days after receipt of the written grievance, at a mutually agreeable time and place, the building principal and aggrieved party shall meet. The principal shall make a decision on the grievance and communicate it in writing to the aggrieved party within five (5) days after the level two meeting.
- C. LEVEL THREE: In the event a grievance has not been satisfactorily resolved at level two, the aggrieved party shall file, within five (5) days of the principal's written decision at level two, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filled, the aggrieved party and the Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within five (5) days after the level three meeting and communicate it in writing to the aggrieved party and the principal.
- D. LEVEL FOUR: In the event a grievance has not been satisfactorily resolved at level three, the aggrieved party shall file, within five (5) days of the Superintendent's written decision at level three, a copy of the grievance with the Board

of Education. The aggrieved party shall be allowed time at the next regular Board meeting to present the grievance. The Board shall file a written answer within (5) days of the Board meeting to the aggrieved party, principal, and Superintendent.

ARTICLE XXI REDUCTION IN TEACHING STAFF

- A. **BOARD'S RIGHTS:** The Board of Education shall retain sole right to determine when a reduction in the professional staff is to be made.
- B. **CRITERIA TO BE CONSIDERED IN REDUCING STAFF:** The Board shall attempt to accomplish a reduction in teaching staff by attrition. In the event the Board decides to reduce the teaching staff, the Board will consider the following items:
1. Supervising principal's evaluation over the two most recent years, if available.
 2. Qualifications as evidenced by college hours earned in courses that are directly related to the teacher's assignment and certification as established by the State Department of Education.
 3. Worth of the teacher in sponsoring or coaching extra curricular assignments.
 4. Length of full time continuous service to the district.
 5. No teacher shall be RIF'd as a result of race, creed, color, religion, age, national origin, sex, domicile, marital status, membership in the Association or participation in the negotiation process.

- C. **RECALL:** The Board will accept applications for recall from teachers who are non renewed as a result of teaching staff reduction. Such teachers, if re-employed within three years of their non renewal, shall re-enter employment without loss of position on the salary schedule or accumulated sick leave. If such teachers are re-employed within the fourth through seventh years of their non renewal, they shall have a 25% loss per year of position on the salary schedule and accumulated sick leave.

ARTICLE XXII CONTRACT RELEASE

Teachers may be released from contract prior to its fulfillment only upon action of the Board of Education.

ARTICLE XXIII MILEAGE REIMBURSEMENT

All Teachers will be reimbursed for business miles driven with their personal cars. All miles must be reported on a mileage report which states the date, distance, purpose, contact, and number of

miles. The reimbursement will be paid at the per mile rate allowed by the State of Kansas.

ARTICLE XXIV REPRODUCTION OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board within thirty days after the Agreement is signed by both parties. A copy will be presented to all teachers employed by the Board, plus five (5) copies for the Association.

ARTICLE XXV ASSOCIATION PRIVILEGES

The Association shall have the right to use school buildings for meetings. School District use will take priority over Association use. The Association will make arrangements with the building principal prior to use. In the case of district facilities, arrangements will be made three (3) days in advance of use to prevent scheduling conflicts.

ARTICLE XXVI MISCELLANEOUS

A. TEACHER'S INDIVIDUAL CONTRACT ITEM NO. 7: To abide by the Board policy handbook adopted by the Board, all policies therein being incorporated in this contract by reference. Both the Board and the teacher agree that both are bound by all Board policies and all articles of the negotiations agreement.

B. MEDICAL EXAMINATIONS:

1. When first employed every teacher will be required to submit a certification of health signed by a person licensed to practice medicine and surgery under the laws of any state on a form provided by the District. The certification shall include a statement that there is no evidence of physical condition that would conflict with the health, safety, or welfare of the pupils; and that freedom from tuberculosis has been established by chest x-ray or negative tuberculin skin test. This certification of health will be at the expense of the teacher.
2. If at any time there is reasonable cause to believe that any such person is suffering from an illness detrimental to the health of the pupils, the school board may require a new certification of health. The expense of obtaining the requested certification of health will be borne by the board of education

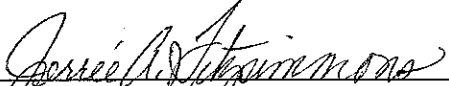

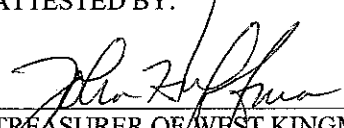
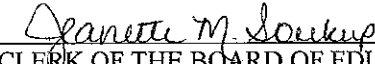
C. VACCINATIONS:

1. If at any time the board of education or government regulation requires a teacher to receive a vaccination the cost of the vaccination will be borne by the board of education.

ARTICLE XXVII RATIFICATION OF THE AGREEMENT

The Board of Education of Cunningham Unified School District No. 332, Kingman County, Kansas and the West Kingman County Association of American Educators, duly recognized representative organization of the teachers employed in the district, hereby agree to the conditions stated in this document and certify that the agreement has been duly ratified by the body we represent.

SIGNATURES

 _____ PRESIDENT OF WEST KINGMAN COUNTY ASSOCIATION OF AMERICAN EDUCATORS	 _____ PRESIDENT OF THE BOARD OF EDUCATION UNIFIED SCHOOL DISTRICT NO. 332
<p style="text-align: center;">11-12-09</p> _____ DATE	<p style="text-align: center;">11/13/09</p> _____ DATE
<p>ATTESTED BY:</p>  _____ TREASURER OF WEST KINGMAN COUNTY ASSOCIATION OF AMERICAN EDUCATORS	<p>ATTESTED BY:</p>  _____ CLERK OF THE BOARD OF EDUCATION UNIFIED SCHOOL DISTRICT NO. 332
<p style="text-align: center;">11-12-09</p> _____ DATE	<p style="text-align: center;">11/13/09</p> _____ DATE