

AGREEMENT

between the Board of Education

of

Unified School District No. 469
Leavenworth County, State of Kansas

and the

Lansing Education Association

July 1, 2009 - June 30, 2009

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DEFINITIONS

CALENDAR DAY - ANY DAY DURING THE YEAR
 CONTRACT DAY - TEACHER DUTY DAY
 BUSINESS DAY - CENTRAL OFFICE IS OPEN
 WORKING DAY - CONTRACT DAY

AGREEMENT

between
Board of Education
of
Unified School District No. 469
Leavenworth County, State of Kansas
and the
Lansing Education Association

Articles of Agreement

PREAMBLE

The following is the Negotiated Agreement between the Board of Education of Unified School District No. 469, Leavenworth County, Kansas, and the Lansing Education Association and constitutes the entire agreement between the parties. Said Agreement shall be effective from and after July 1, 2009 and shall expire on June 30, 2009.

ARTICLE I

MANAGEMENT RIGHTS

The Board and the Association agree that the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and the constitution of the State of Kansas and of the United States, including, without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system and its properties and facilities, and the administrative control of the activities of its employees; to hire all employees and, subject to the provisions of Kansas law, to determine their qualifications and conditions for their continued employment, or their dismissal, and to transfer all such employees; to establish levels of instruction, including special programs, and to provide for athletic, recreational and social events for students, all deemed necessary or advisable by the Board; to define and outline the objectives, philosophy, and curricular programs, and the duties, responsibilities and assignments of teachers and other employees with respect thereto; and determine all class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities and assignments of teachers.

ARTICLE II

GENERAL EMPLOYMENT PROVISIONS

A. CALENDAR/CONTRACT DAYS

1. Annually, the superintendent will convene a Superintendent's Calendar Committee that will give input to the superintendent to help him/her develop a tentative school calendar for the next school year. The tentative calendar will then be submitted to the Board of Education.
2. The Superintendent's Calendar Committee will be comprised of the superintendent, one additional administrator, a teacher from each of the district's four attendance centers, and one parent from each of the site councils of the four attendance centers as chosen by the site council. No Board member will be a member of the committee.
3. Final approval of the calendar will come from the Board of Education.
4. Returning teachers will have a 188-day contract.
5. Teachers new to the district will have a 190-day contract.

B. DEFINITION OF PROFESSIONAL EMPLOYEE

As used in the following Agreement, the term "professional employee" shall mean and include all certified employees of the school district except administrators, substitutes, and school nurses. For the purposes of this Agreement, the word "teacher" may be used interchangeably with "professional employee".

C. TEACHER HANDBOOKS

Teachers will be provided with handbooks by the first day of school to include the negotiated agreement. Board policy books will be provided to the LEA president, the building representatives, and the negotiating team members in digital format. Upon request, a printed version will be provided. Two copies will be placed in the building library and one in the building principal's office. Teachers may request copies of the certified personnel section.

D. TEACHER ORIENTATION

Teachers new to the district will be on a 190 day contract rather than the 188 day returning teacher contract. The additional days will be prior to the first day for the returning teachers and will be used for teacher orientation, reviewing scope/sequence objectives, and training in the teacher effectiveness model and classroom management activities. Teachers will be compensated for the additional days at a rate of $1/188^{\text{th}}$ of their salary per day.

E. NOTIFICATION OF VACANCIES

The superintendent shall notify the LEA in writing and/or by electronic means (fax, e-mail, District Website) of any professional employee and supplemental vacancies existing in U.S.D. #469

at the time of the notification of any college, university, or placement bureau of such vacancies. Any teacher employed by U.S.D. #469 who is certified for and makes a written request to both building administrator and superintendent to transfer to a vacant position within the district will be considered and interviewed prior to interviewing external applicants. The applicant will be interviewed for the position by the building administrator within five (5) school days of the posting. Said five days will be waived upon the last day of school through September 20th of the following year. Any employee who transfers to an administrative or supervisory position, and who later returns to former status, shall be entitled to retain such rights as may have been accrued under this Agreement prior to such transfer. This provision should not be construed to create any right on the part of the employee to return to his or her former status.

F. NON-STUDENT-CONTACT DAYS

The school calendar shall provide for at least eight (8) non-student-contact days per school year. These days shall be designated as follows:

- 1 orientation day for faculty at the beginning of each school year
- 1 class preparation day at the beginning of the first semester to be meeting free and 1 class preparation/grading day at the beginning of the second semester to be meeting free. Teachers will not have to provide final grades to administration before the end of that preparation/grading day.
- 1 end of year workday
- 4 in-service training days (which shall include a minimum of eight (8) hours total for school improvement work)

The content of in-service training days will be determined by the Board of Education and the Professional Development Council (PDC) in accordance with the Academic Calendar and will meet Kansas state instructional day/time requirements (K.S.A. 72-1106). At least one teacher on each PDC will be named by the LEA. Names will be provided to the superintendent by September 1st annually.

G. STAFF MEETINGS

Some or all teachers may be required to attend up to one hour per month for staff meetings in their buildings. Staff meetings will not exceed ten hours during the school year and will be considered part of the present 188/190 day contract.

H. TEXTBOOK SELECTION

Textbook committees composed of teachers, principals, and the assistant superintendent shall review textbooks and shall make recommendations to the administrative team for consideration. Final selection shall be left to the Board of Education or its authorized representatives.

I. INVOLUNTARY TRANSFERS

The Board reserves the right to assign and transfer certified staff as the Board deems

necessary and appropriate to meet the District's educational goals. Should a teacher be transferred after July 1, the teacher to be transferred will be allowed to resign without penalty. If additional training or course work is required by the Board to fulfill the terms and conditions of the new assignment, the Board agrees to pay up to \$300.00 of the costs associated with this transfer. Training or course work requested by the teacher must be approved by the administration. Involuntary transfer or change in primary teaching assignment shall not take place after July 1 unless; the Board has sought voluntary transfer from all other qualified professional staff, or a new class has been established to meet the educational goals of the district.

J. TEACHER DUE PROCESS

1. DEFINITIONS; EXCEPTIONS TO APPLICABILITY

a. "Teacher" means any professional employee who is required to hold a certificate to teach in the school district. The term "teacher" does not include within its meaning any supervisors, principals or superintendents, or any persons employed under the authority of K.S.A. 72-8202b, and amendments thereto.

b. "Board" means the Board of Education of the school district.

2. CONTINUATION OF TEACHERS' CONTRACTS; NOTICE OF TERMINATION OR NONRENEWAL

a. All contracts of employment of teachers, as defined in Section 1, except contracts entered into under the provisions of K.S.A. 72-5412a, and amendments thereto, shall be deemed to continue for the next succeeding school year unless written notice of termination or nonrenewal is served as provided in this subsection. Written notice to terminate a contract may be served by the Board upon any teacher prior to the time the contract has been completed, and written notice of intention to nonrenew a contract shall be served by the Board upon any teacher on or before May 1st. A teacher shall give written notice to the Board that the teacher does not desire continuation of a contract on or before May 15th or, if applicable, not later than 15 days after final action is taken by the Board upon termination of professional negotiation absent a binding agreement under article 54 of chapter 72 of Kansas Statutes Annotated, whichever is the later date.

b. Terms of this contract may be changed at any time by mutual consent of both a teacher and the Board.

3. NOTICE OF NONRENEWAL OR TERMINATION, CONTENTS; REQUEST FOR HEARING; HEARING OFFICERS, LIST, SELECTION, QUALIFICATIONS, ELIGIBILITY

a. Whenever a teacher is given written notice by the Board to not renew or to

terminate the contract of a teacher as provided in Section 2, the written notice of the proposed nonrenewal or termination shall include (1) a statement of the reasons for the proposed nonrenewal or termination, and (2) a statement that the teacher may have the matter heard by a hearing officer upon written request filed with the Clerk of the Board of Education within 15 calendar days from the date of such notice of nonrenewal or termination.

b. Upon the filing of any written request of a teacher to be heard as provided in subsection (a) within ten (10) calendar days thereafter, the Board shall notify the Commission of Education that a list of qualified hearing officers is required. Such notice shall contain the mailing address of the teacher. Within ten (10) calendar days after receipt of notification from the Board, the Commissioner shall provide to the Board and to the teacher a list of nine randomly selected, qualified hearing officers.

c. Within five (5) days after receiving the list from the Commissioner, each party shall eliminate four names from the list, and the remaining individual on the list shall serve as hearing officer. In the process of elimination, each party shall eliminate no more than one name at a time, the parties alternating after each name has been eliminated. The first name to be eliminated shall be chosen by the teacher within five (5) days after the teacher receives the list. The process of elimination shall be completed within five (5) days thereafter.

d. Either party may request that one new list be provided within five (5) days after receiving the list. If such a request is made, the party making the request shall notify the Commissioner and the other party, and the Commissioner shall generate a new list and distribute it to the parties in the same manner as the original list.

e. In lieu of using the process provided in subsections (b) and (c), if the parties agree they may make a request to the American Arbitration Association for an arbitrator to serve as a hearing officer. Any party desiring to use this alternative procedure shall so notify the other party in the notice required under subsection (a). If the parties agree to use this procedure, the parties shall make a joint request to the American Arbitration Association for a hearing officer within ten (10) days after the teachers files a request for a hearing. If the parties choose to use this procedure, the parties shall each pay one-half of the cost of the arbitrator and of the arbitrator's expenses.

f. The Commissioner of Education shall compile and maintain a list of hearing officers comprised of residents of this state who are attorneys at law. Such a list shall include a statement of the qualifications of each hearing officer.

g. Attorneys interested in serving as hearing officers under the provisions of this agreement shall submit an application to the Commissioner of Education. The Commissioner shall determine if the applicant is eligible to serve as a hearing officer pursuant to the provisions of subsection (h).

h. An attorney shall be eligible for appointment to the list if the attorney has: (1) completed a minimum of ten (10) hours of continuing legal education credits in the area of education law, due process, administrative law or employment law within the

past five (5) years, or (2) previously served as the chairperson of a due process hearing committee prior to the effective date of this agreement. An attorney shall not be eligible for an appointment to the list if the attorney has been employed to represent a Board or a teacher in a due process hearing within the past five (5) years.

4. DUE PROCESS HEARING; TIME FOR COMMENCEMENT; PROCEDURAL REQUIREMENTS

The hearing provided for under Section 3 shall commence within 45 calendar days after the hearing officer is selected unless the hearing officer grants an extension of time. The hearing shall afford procedural due process, including the following:

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

5. WITNESSES, FEES AND MILEAGE; HEARING OFFICER, COMPENSATION AND EXPENSES; TESTIMONY, RECORDING AND TRANSCRIPTION; ATTORNEY FEES; COSTS

- a. For appearing before the hearing officer at a hearing, witnesses who are subpoenaed shall receive \$5 per day and mileage at the rate prescribed under K.S.A. 75-3203, and amendments thereto, for miles actually traveled in going to and

returning from attendance at the hearing. The fees and mileage for the attendance of witnesses shall be paid by the party calling the witnesses, except that fees and mileage of witnesses subpoenaed by the hearing officer shall be paid by the Board. Witnesses voluntarily appearing before the hearing officer will not receive fees or mileage for attendance at the hearing.

b. The hearing officer shall be paid \$240 per diem compensation, or a portion thereof, for each day of actual attendance at the hearing or for any meeting held for the purpose of performing the hearing officer's official duties. In addition to compensation, the hearing officer shall be paid subsistence allowances, mileage, and other expenses as provided in K.S.A. 75-3223, and amendments thereto. The costs for the service of the hearing officer shall be paid by the Board.

c. Testimony at a hearing shall be recorded by a certified shorthand reporter. The cost of the certified shorthand reporter's services shall be paid by the Board. The transcript shall be transcribed if the decision of the hearing officer is appealed to the district court, or if either party requests transcription. The appellant or the party making the request shall pay for the cost of transcription. If both parties jointly request that the transcript be transcribed at the hearing level, the parties shall each pay one-half of the cost of transcription.

d. Each party shall be responsible for the payment of its own attorney fees.

e. All costs of a hearing which are not specifically allocated in this section shall be paid by the Board.

6. TESTIMONY BY AFFIDAVIT OR DEPOSITION; INTERROGATORIES; TIME; EXTENSION

When either party desires to present testimony by affidavit or by deposition, that party shall furnish to the hearing officer the date on which the testimony shall be taken. A copy of the affidavit or the deposition shall be furnished to the opposing party within ten (10) days following the taking of any such testimony, and no such testimony shall be presented at a hearing until the opposite party has had at least ten (10) days prior to the date upon which the testimony is to be presented to the hearing officer to rebut such testimony by affidavit or deposition or to submit interrogatories to the affiant or deponent to be answered under oath.

Such ten (10) day period, for good cause shown, may be extended by the hearing officer.

7. POWERS OF HEARING OFFICER; RULES OF EVIDENCE NOT BINDING; BURDEN OF PROOF; ADMISSIBILITY OF EVIDENCE

The hearing officer may:

a. administer oaths;

- b. issue subpoenas for the attendance and testimony of witnesses and the production of books, papers and documents relating to any matter under investigation;
- c. authorize depositions to be taken;
- d. receive evidence and limit lines of questioning and testimony which are repetitive, cumulative or irrelevant;
- e. call and examine witnesses and introduce into the record documentary and other evidence;
- f. regulate the course of the hearing and dispose of procedural requests, motions and similar matters; and
- g. take any other action necessary to make the hearing accord with administrative due process. Hearings under this section shall not be bound by rules of evidence whether statutory, common law or adopted by the rules of court, except that the burden of proof shall initially rest upon the Board in all instances other than when the allegation is that the teacher's contract has been terminated or nonrenewed by reason of the teacher having exercised a constitutional right. All relevant evidence shall be admissible, except that the hearing officer, in the hearing officer's discretion, may exclude any evidence if the hearing officer believes that the probative value of such evidence is substantially outweighed by the fact that its admission will necessitate undue consumption of time.

8. OPINION OF HEARING OFFICER; FINDINGS OF FACT AND DETERMINATION OF ISSUES; DECISION FINAL; APPEAL TO DISTRICT COURT

- a. Unless otherwise agreed to by both the Board and the teacher, the hearing officer shall render a written opinion not later than 30 days after the close of the hearing, setting forth the hearing officer's findings of fact and determination of the issues. The decision of the hearing officer shall be submitted to the teacher and to the Board.
- b. The decision of the hearing officer shall be final, subject to appeal to the district court by either party as provided in K.S.A. 60-2101, and amendments thereto.

9. CONTRACTUAL RIGHTS; LIMITATION ON CREATION

Nothing in this act shall be construed to create any right, or authorize the creation of any right, which is not subject to future negotiations. If any provision of this article or any application of this article to any employee or group of employees is held to be contrary to law, then such provisional application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect. The Board and association shall enter into negotiations to replace

any provision found to be contrary to law.

10. YEARS OF EMPLOYMENT REQUIREMENTS; WAIVER BY BOARD

a. Subject to the provisions of Section 11, the provisions of Article II, Section J, apply only to:

(1) teachers who have completed not less than three consecutive years of employment, and have been offered a fourth contract, in the school district, and (2) teachers who have completed not less than two consecutive years of employment, and have been offered a third contract, in the school district, if at any time prior to the current employment the teacher has completed the years of employment requirement of provision (1) in any school district, area vocational-technical school, or community college in this state.

b. The Board may waive, at any time, the years of employment requirements of subsection (a) for any teacher employed by it.

11. ABRIDGEMENT OF CONSTITUTIONAL RIGHT; PROCEDURE FOR DETERMINATION

In the event any teacher, as defined in Section 1, alleges that the teacher's contract has been nonrenewed by reason of the teacher having exercised a constitutional right, the following procedure shall be implemented:

a. the teacher alleging an abridgement by the Board of a constitutionally protected right shall notify the Board of the allegation within 15 days after receiving the notice of intent to not renew or terminate the teacher's contract. Such notice shall specify the nature of the activity protected and the times, dates, and places of such activity.

b. the hearing officer provided for by Section 3 shall thereupon be selected and shall decide if there is substantial evidence to support the teacher's claim that the teacher's exercise of a constitutionally protected right was the reason for the nonrenewal;

c. if the hearing officer determines that there is no substantial evidence to substantiate the teacher's claim of a violation of a constitutionally protected right, the Board's decision to not renew the contract shall stand;

d. if the hearing officer determines that there is substantial evidence to support the teacher's claim, the Board shall be required to submit to the hearing officer any reasons which may have been involved in the non-renewal;

e. if the Board presents any substantial evidence to support its reasons, the Board's decision to not renew the contract shall up upheld.

K. PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURE

Nothing in this procedure shall preclude the administration from using other appropriate procedures for problems which may arise apart from the state mandated evaluation process.

1. Within 20 contract days of the beginning of each school year, the building principal and his/her appointed designee shall have a pre-evaluation conference. This may be conducted at a group orientation meeting. The purpose is to review with each employee the evaluation procedure, including the criteria and methods for evaluation and instruments to be used for the required observation(s), and advise each employee as to the designated supervisor who will observe and evaluate his/her performance. An employee hired or reassigned after the beginning of the school year shall be notified by the appropriate supervisor (within 20 contract days) of the evaluation procedure, including criteria for the evaluation and instruments used for the required observation in effect. No required observations will take place until after such orientation has been completed.

2. The building principal or his/her appointed designee has the responsibility for evaluation of all certified personnel assigned to his/her building(s). Personnel assigned to more than one building may be evaluated by both principals.

3. Post-evaluation conferences between the principal/supervisor shall be arranged at mutually agreed times according to the following schedule:

a. Employees in their first two consecutive years of employment in the district shall have two (2) formal post-evaluation conferences. Each evaluation and conference shall be during the first 60 school days of the semester. Additional post-evaluation conferences may be scheduled as needed in order to provide new employees with maximum assistance in strengthening and improving teaching performance.

b. Employees in their third and fourth year of employment in the district shall have one (1) evaluation per year. The post-evaluation conference shall be completed no later than February 15th. Additional post-evaluation conferences may be scheduled as needed in order to provide intensive and maximum assistance in the strengthening and improving of teaching performance.

c. After the fourth year of employment, employees shall be evaluated a minimum of once every three (3) years, and the post-evaluation conference shall be completed no later than February 15th.

d. Teachers who are transferred to another building shall be evaluated once the first year (if not probationary), and thereafter as prescribed by law, and the post-evaluation conference shall be completed no later than February 15th.

e. Should the evaluation reveal a performance deficiency that is judged by the evaluator to be remediable, it shall be the responsibility of the evaluator to state the deficiency in writing and work with the employee to develop a plan of assistance to be completed within ten (10) contract days. Any employee placed on a plan of assistance will have 45 student contact days in which to demonstrate progress toward improvement.

4. The person being evaluated and the evaluator will work together during the school

year toward improved teaching performance in all areas. The teacher being evaluated will be observed according to the following procedures:

- a. One formally scheduled observation;
- b. Additional scheduled and/or unscheduled observation(s) may be initiated by either the teacher or evaluator as needed.

5. The teacher evaluation report must be signed by the principal/supervisor as the evaluator and the teacher acknowledging only that a post-evaluation conference was held and that the teacher is aware of the contents of the evaluation report and that it has been thoroughly discussed with the teacher. The teacher shall be allowed to affix to the report a reaction to any portion of the report which he/she feels is inaccurate, unfair and incomplete. This is to be done within ten (10) working days.

6. Signed copies of the teacher evaluation report shall be retained by the evaluator and the teacher. The original is to be retained by the Central Office.

7. Formal (refer to para K3) evaluations may be removed and/or destroyed upon the request of the employee or the superintendent after ten (10) years from the date of the evaluation with the exception of the three most recent evaluations, a written notice will be given to the records custodian who then will include the request in the files. Should the superintendent desire to remove an evaluation, the superintendent will provide a written notice to the employee of the evaluation removal, with a copy of the superintendent's letter maintained with the files. The evaluation removed will be remitted to the employee.

8. All head coaches/sponsors will prepare goals/objectives (achievable outcomes) in writing prior to the beginning of the season/activity. At the end of the season/activity, head coaches/sponsors will use the assessment of these outcomes to determine growth and quality of the program.

L. TEACHERS' FILES

Personnel files kept by the district concerning district employees shall be under the custodianship of the appropriate building principal and/or the superintendent. An employee has the right to inspect his file upon proper notice.

Request for release of any personnel record that is a public record to a third party shall be made in writing and submitted to the appropriate supervisor or record custodian for disposition as required by law.

Personnel files maintained by the district at district expense pertaining to district employees are not public records and must not be made available to the general public unless required by law.

Employees shall be provided with a copy of any materials at the time they are placed in their personnel file. The employee shall have the right to respond in writing to any material filed subsequent to employment. All confidential references, evaluations or other information upon which initial employment is based shall be exempt from inspection by the employee.

Any material may only be removed upon the employee's request after ten (10) years from the origination date of the material with the approval of the superintendent. Upon mutual consent of the employee and superintendent, materials may be removed earlier than ten (10) years.

M. PLANNING TIME

All teachers shall have a minimum of 215 minutes each week, based on a five day work week, scheduled for conferences, instructional planning and preparation. Planning time will be designated for every teacher on each building master schedule in minimum units of 20 minutes.

N. CLASSROOM ACCESS

Each teacher shall be provided with a key to each classroom to which he/she is assigned. This key shall be provided by the building principal or his/her designee on the first day teachers are required to report to work. The teacher shall relinquish all keys on the teacher's final work day unless special arrangements are made with the building principal or his/her designee.

O. MULTI BUILDING TEACHERS

Teachers who have more than one teaching site shall be given travel time which will be considered as part of the duty day. Travel time will not be included in their planning time or lunch break.

ARTICLE III

TEMPORARY LEAVES OF ABSENCE

A. LEAVE PROVISIONS

1. LEAVE APPROVAL

Each faculty member will ensure that his or her principal, or other person designated by the superintendent, is notified at the earliest possible time of his or her impending absence and will keep the district informed as to the status and possible duration of the absence. All planned absences must receive prior approval.

2. PARTIAL DEDUCTIONS FOR SUBSTITUTE

In cases in which a teacher is absent one-half day only, one-half day's leave will be charged. There will be no hourly deduction. Teachers who call in the morning for a substitute for the day, or who leave during the day and request a substitute for the remainder of the day, may not be permitted to resume their duties until the following day. Teachers who leave during the school day due to illness will be charged only one-half day of leave if they have been on duty for at least three (3) hours.

3. MILITARY LEAVE

Teachers shall be entitled to paid leave for military service as provided by law (generally up to 15 work days each federal fiscal year). In addition, for any leave necessitated by military service in excess of 15 work days for any fiscal year during which a teacher is called to military duty, the teacher may take any other form of paid leave to which the teacher may be entitled, and after the exhaustion of such paid leave may take up to 16 additional days of leave during that fiscal year for which the teacher will be paid at his or her regular rate, less the current pay rate for substitute teachers.

B. ACCUMULATED TEMPORARY LEAVE

1. CHARGEABLE (SICK/PERSONAL) LEAVE

All teachers in the Lansing district will receive leave of 12 days at the beginning of each contract year. Teachers with 10-19 years of service in the district will be granted one (1) additional day at the beginning of each year. Teachers with 20-24 years of service in the district will be granted two (2) additional days of leave at the beginning of each year. Teachers with 25 years or more of service will be granted three (3) additional days of leave at the beginning of each year. Part-time teachers' leave will be in proportion to his or her daily rate of earnings. Days not used may accumulate up to 95 days; however, no more than 80 days may be carried forward from the preceding year.

Chargeable leave will cover absences for illness or personal matters which require absence during regular school hours. Such absences will be deducted from the accumulated leave allowance and any of the unused days (not in excess of 80 days) shall be carried forward to the following year. The teacher's request for anticipated leave will be made to the building administrator at least three (3) contract days in advance. It is the intent of this provision to grant the day of leave at the time requested; however, should it be an inopportune time, an alternate day may be required. Personal leave will not normally be granted at the beginning or end of the school year or in conjunction with holiday leave. Leave days in excess of the yearly allowance may only be used for sick leave except in extenuating circumstances with written permission from the superintendent. Sick leave will cover absences for the teacher's own illness or illness in his or her immediate family. The term "immediate family" shall be interpreted to include the teacher and spouse, mother and father of the teacher and spouse, children of the teacher, and brothers and sisters of the teacher. (It is not the intent of this provision that absences for other than the teacher's own illness could be used for an extended length of time.)

Teachers who have accumulated more than 80 days of chargeable leave and are going to lose days at the end of the school year will be compensated for any days lost at 60% of substitute pay for those days. Any absences in excess of earned and accumulated leave will result in a loss of pay at the rate of 188th (190th) of the annual salary for each day's absence.

2. BOARD OF EDUCATION EMERGENCY SICK LEAVE POOL

Certified employees have the option of joining the annual emergency sick leave pool. Those who wish to join the pool must donate one (1) day of their leave days to the emergency sick leave pool. The donation must be made within the first 30 days of the employee's contract year. Only those who have donated days to the Pool for the year are eligible to draw from the pool.

In an instance of prolonged catastrophic illness or personal injury (other than that covered by Worker's Compensation), a teacher, or their legal representative, may make written application to the Superintendent to receive days from the Pool. The Superintendent will approve or deny the request to be effective after all the employee's leave days have been exhausted. If the request is denied, it may be appealed to the Board of Education, whose decision will be final. In considering the granting and/or continuation of such a request, the Superintendent may require documentation or other proof as deemed necessary under the circumstances.

At the conclusion of the emergency situation, the teacher will be granted five (5) leave days from the pool which may be used during the remainder of the year, but any days remaining at the end of the contract year will be returned to the pool.

3. BEREAVEMENT LEAVE

Bereavement leave will be granted in addition to the leave days allowed for leave. Leave in excess of two (2) days for any bereavement will be with the advance approval of the building principal or the superintendent and deducted from the teacher's leave accumulation. Bereavement leave is for leave due to death in teacher's immediate family defined as follows: spouse, mother, father, children, grandchildren, brothers, sisters, grandparents, aunts, uncles, nieces, and nephews of either the teacher or the spouse. *Reference Article III, Section 2.*

4. JUDICIAL LEAVE

Teachers shall be granted paid leave as necessary for jury duty or to appear in a court of law as a subpoenaed witness. To be eligible for such paid leave, the teacher must turn over to the district any compensation received by virtue of such service. Compensation shall not include reimbursable expenses. Written notification must be made to the administration prior to judicial leave and a written statement of pay received must be submitted at the completion of the leave.

C. PROFESSIONAL LEAVE

Attendance at conventions, institutes, workshops, coach's clinics, professional meetings, or trips involving school business will be approved in advance by the administration. Approved leave will not be charged to the employee.

1. BUSINESS LEAVE

The LEA will annually receive four (4) teacher contract days to be divided among its members as professional leave to conduct LEA determined business. Ten working days advance notice will be given to the administrators for subsequent approval by district level administration. It is the intent of this provision to grant the day(s) of leave at the time requested; however, should it be an inopportune time, an alternate day(s) may be required. The LEA shall reimburse the district at the current board approved substitute rate and the absence will not be charged personally to the teacher(s) using the day(s).

2. EMERGENCY LEAVE

The officers of LEA shall receive a maximum of ten (10) days emergency leave to conduct association business within the school district on behalf of its members. Officers of LEA

include President, Vice-President, and respective building representatives. Emergency is defined as situations where there are potential changes in teacher employment, contractual provisions, disciplinary actions, extreme personal or family emergency, and/or for the purposes of avoiding a formal grievance. Such leave is limited to one officer per emergency and must be approved by their respective building level administrator. The LEA shall reimburse the district all incurred expenses resulting from the emergency leave including but not limited to the current board-approved substitute rate, and the employer's share of FICA. The officer will not be charged personal leave time for approved emergency leave.

D. SALARY REDUCTION

Salary reduction for days absent and not covered by the foregoing leave shall be at the rate of 1/188th (1/190th) of the annual salary.

E. WORKER'S COMPENSATION

Teachers shall be protected by a worker's compensation insurance policy provided by the Board of Education. The policy will provide coverage for medical expenses and wages to the extent required by statute to those who qualify. Any teacher who is accidentally injured in any way while in the performance of duties for the district shall immediately report such injury to the school principal or to an immediate supervisor.

When absent due to an injury which results in temporary worker's compensation benefits, a teacher shall not be paid any additional salary unless the teacher elects to use leave as a supplement. In that event, the teacher will be paid and charged for one-half day of leave for any days absent during the school year. Permanent partial payments, either body as a whole or scheduled, shall not be deducted from salary if the teacher has returned to work following temporary disability.

ARTICLE IV

EXTENDED LEAVE OF ABSENCE

Teachers who have been employed within the district for a period of at least five (5) years may request a leave of absence for full-time study leading to an advanced degree. Upon the availability of a suitable replacement and the recommendation of the superintendent, the Board may, in its discretion, approve the request.

1. All requests for an extended leave of absence will be applied for in writing, and those which are approved will be granted in writing. Professional employees requesting reassignment upon completion of an extended leave of absence will be assigned, at the discretion of the school district, to the same or substantially equivalent position based upon their professional preparation, experience, and certification.

2. Such leave, if approved, shall be granted without pay for a period not to exceed one year. Requests for a one-year extension of this leave may be approved upon written application to the office of the superintendent. A request for return to duty by the professional employee must include an official transcript showing evidence of successful completion of the nine hours of graduate credit for each semester of academic study.

3. In the case of a returning employee, such employee will not be granted any

experience credit for the time absent. No experience credit for movement on the salary schedule will be granted during this period. While on extended leave, the teacher shall retain all accumulated temporary leave. However, no additional temporary leave shall accrue during the extended leave of absence.

ARTICLE V

REDUCTION-IN-FORCE PROCEDURE

Due to declining enrollment, financial reasons, or curriculum realignment, the Board of Education may deem it necessary to require a reduction of personnel.

Whenever possible, the reduction of staff shall be accomplished by normal attrition or early retirement. If further reduction is necessary, the Board will be governed by the following provisions in placing staff on involuntary leave.

1. No tenured teacher will be placed on a leave of absence while non-tenured teachers are retained in positions for which a tenured teacher is certified.

2. Personnel reductions will be made on a district-wide basis rather than building by building.

3. Other facts for consideration are seniority, certification and endorsements in areas of need, qualifications for academic areas of disciplines to be preserved in relation to available staff to fill such positions, reassignment and transfer options, and application of federal and state equal employment laws.

Personnel subject to the Reduction-in-Force procedures shall be provided written notice of such reduction on or before May 1 of the current school year. Such written notification shall be provided by Kansas statutes regarding Due Process procedures and the Continuing Contract Law.

RECALL

No appointment of new teachers will be made while there are available tenured teachers on unrequested leave of absence who are certified by the State Department of Education to fill such vacancies. Teachers will be carried on a recall list for a maximum of two (2) years from the date of reduction. This leave of absence from the district will not impair the tenure of the teacher. The Board may transfer existing personnel to vacancies before recalling anyone.

A teacher who is subject to a Reduction-in-Force will, if requested in writing, have priority on the substitute list.

It will be the responsibility of the teacher to notify the district, in writing, of changes of address or qualifications no later than December 1 of each calendar year. Teachers shall be notified in writing, by certified mail, when a vacancy occurs. The teacher shall have fifteen (15) calendar days from receipt of such notice to accept the vacancy. If the teacher declines, or fails to respond to such offer, the teacher shall be removed from the list.

Teachers may retain membership in the district health coverage plan at their own expense,

subject to acceptance by the carrier.

Teachers will be recalled in reverse order of RIF. The last person released will be the first person recalled.

ARTICLE VI

GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which from time to time arise affecting teachers. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. Questions arising from the interpretation or application of this Agreement may be addressed between the Board and the Association upon written notice with voluntary mutual consent of both parties.

1. A "grievance" is a claim by a teacher that there has occurred a violation of that teacher's contract, including the terms of this Agreement. Nothing in the provision shall preclude a teacher from discussing a grievance with his or her principal or immediate supervisor in an effort to informally resolve the grievance. However, the teacher may file a written grievance which shall: (1) be signed by the grievant; (2) be specific; (3) contain a synopsis of all facts giving rise to the grievance; (4) cite the article, section, and page number of the Agreement which has allegedly been violated; (5) contain the date of the alleged violation; (6) specify the relief suggested; (7) contain a statement indicating how the alleged facts, as applied to the Agreement, result in the alleged violation; (8) be filed on a form provided by the district.

2. A teacher shall, within ten (10) working days after the occurrence of the event which is the subject of the grievance, file the written grievance with his/her principal or immediate supervisor, whichever has the authority to deal most effectively with the grievance. Within five (5) working days of receiving the written grievance, the principal or immediate supervisor shall confer with the grievant in an effort to resolve the grievance; and within five (5) working days after the conference with the grievant will submit a decision in writing to the grievant.

3. If the grievance has not been settled in a manner satisfactory to the teacher, he/she may submit the written grievance to the superintendent within five (5) working days after receiving the reply from the principal or immediate supervisor as the result of Section 2 above. The superintendent will arrange for a meeting with the grievant within five (5) working days of receiving the written grievance from the grievant. Within five (5) working days following such meeting, a written decision will be provided to the grievant by the superintendent.

4. If the grievance is not then settled in a manner satisfactory to the teacher at the superintendent level, the teacher may submit the written grievance to the Board for its consideration.

5. a. If a hearing is requested by the teacher, such hearing shall be granted and the Board may hold the hearing or assign a Hearing Officer to hear such grievance and make findings and recommendations to the Board. Such findings and recommendations shall be made to the Board within twenty (20) working days after the grievance has been assigned to the Hearing Officer.

- b. The Board shall rule upon such grievance within thirty (30) working days after receipt of the findings and recommendations of the Hearing Officer.
- 6.
 - a. The Board's decision shall be final; however, if the grievance is based on a claim of a direct violation of the negotiated agreement with the LEA, the LEA may request mediation within thirty (30) calendar days.
 - b. The LEA and the Board shall seek to agree on a mediator. If the parties are unable to agree upon a mediator within fifteen (15) working days from the date mediation is called for, the parties shall request a panel of five (5) mediators from the Federal Mediation and Conciliation Service. Within ten (10) working days after receipt of such list, the mediator will be chosen as follows:
 - (1) The LEA shall strike the name of one mediator first. Thereafter, the parties shall alternate until the name of one mediator remains. The person whose name thus remains will be the mediator of the grievance.
 - (2) When a list of names is furnished by the Federal Mediation and Conciliation Service for the purpose of mediator selection, either party shall have the right to reject the first list submitted.
 - c. The expense of each witness and the compensation of any witness and/or representatives for either party shall be paid by the party calling such witness. The mediator's fee and expenses shall be shared equally by the Board and the LEA.
 - d. The Board shall reconsider its ruling based upon the recommendations of the mediator.
- 7. GENERAL PROVISIONS
 - a. No grievance shall be recognized at any level unless it shall have been filed within ten (10) working days after the occurrence of the event which is the subject of the grievance.
 - b. In the absence of a written reply to the grievant by an administrator within a five (5) working day period, the grievance is considered to be denied and the professional employee may submit the grievance in writing to the next level.
 - c. Except at the informal stage, the grievant may request that an association representative be in attendance along with the grievant.
 - d. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable contract provisions.
 - e. No reprisals will be taken by the Board or the administration against any participant in the grievance procedure by reason of such participation.
 - f. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, an attempt will be made to reduce the time limits set forth herein so that the grievance

procedure may be exhausted within a maximum of 30 calendar days after the conclusion of the school year.

g. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate file and will not be kept in the personnel file of any of the participants.

ARTICLE VII

FRINGE BENEFITS PLAN

1. The Board of Education will provide district health insurance premium benefits for each eligible certified staff member. The amount of the benefit will be based upon the level of coverage that each individual employee enrolls in, and is paying the employee share of through payroll deduction. The amount of the employee expense is as follows:

An employee enrolled in coverage specified as:

Employee Only	\$40.00
Employee/Spouse	\$310.00
Employee/Child(ren)	\$380.00
Family	\$550.00

2. All lab, class, and textbook fees will be waived for every child in the employee's family.

3. The Board of Education shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code.

4. Each professional employee may elect, consistent with current district procedures, to execute a salary reduction agreement with the Board of Education. Contributions under a salary reduction agreement shall be designated by the employee for the purchase of a benefit or benefits from the following district-approved plans:

- a. Group Term Life, Accidental Death, and Dismemberment Insurance
- b. Health/Hospital/Dental Insurance
- c. Salary Protection Insurance
- d. Cancer Insurance
- e. Dependent Care Reimbursement
- f. Medical Reimbursement Flexible Spending
- g. Vision Care Insurance

5. Professional employees wishing to participate in the Section 125 Cafeteria Plan shall complete a "Salary Reduction Agreement and Benefit Election" form approved by the Board of Education and submit it to the Board office on or before September 1 of each year. The Salary Reduction Agreement and Benefit Election form shall be provided by the Board of Education, but it shall be solely the professional employee's responsibility to complete the form and submit it to the Board office on or before the prescribed date. Each professional employee agrees to hold the district harmless from any failure on his/her part to submit the necessary form in a timely fashion. Once made, a Salary Reduction Agreement and Benefit Election shall be irrevocable (except as specifically allowed by Internal Revenue Service regulations) for that particular contract year. Any lawful changes must be requested for each subsequent contract year on or before September 1.

6. It is agreed that professional employees shall comply with all applicable directives of the Internal Revenue Service or other federal or state regulations, as amended, in administering and maintaining the Section 125 Cafeteria Plan. The Board of Education reserves the right to draft and implement all necessary documentation in regard to the Section 125 Cafeteria Plan in compliance with applicable rules and regulations of federal and state law and further reserves the right to terminate the Plan if it is found to be unlawful under any applicable law.

7. The Board of Education may withhold such amounts of a professional employee's compensation hereunder as may be necessary, in the opinion of the Board, to comply with state and federal laws, i.e., social security and retirement.

TAX SHELTERED ANNUITIES

Teachers will be permitted to enter into a salary reduction plan for a tax-sheltered annuity as provided by law.

Proposed Internal Revenue Service regulations for Sec. 403(b) plans, when finalized, will require changes in the operation of the Lansing Unified School District's Sec. 403(b) plan. Lansing Unified School District agrees that the Security Benefit Sec. 403(b) plans approved by the Kansas-NEA and the National Education Association (NEA) will be made available as a part of the Lansing Unified School District's Sec. 403(b) plan. Further, it is agreed that the Lansing Teacher's Association will have input into the Sec. 403(b) plan design of the Lansing Unified District.

ARTICLE VIII

DUTY DAY

A. LENGTH OF DAY

The duty day for all teachers shall be seven hours forty-five minutes. The total teaching time during a duty day by a teacher shall not exceed six hours and fifty minutes.

Should the Board of Education elect to operate the school district on the basis of statutorily defined hours for any given school year, teachers may be required to work or teach more than six hours fifty minutes during the school year.

Teachers are responsible for the supervision of students between the teachers' contractual arrival time and the start of classes, and between the end of classes and the teachers' contractual departure time. The nature of this supervision will be determined by the building principals.

Only in the case of exceptional circumstances will such supervision extend beyond the normal duty day. Teachers shall be provided a minimum of thirty minutes for a duty-free lunch each day; however, passing time to and from lunch can be counted as part of the thirty minutes allowed.

B. SUBSTITUTE UNAVAILABILITY

If, due to the unavailability of a substitute, a teacher covers a class during his or her planning time at the request of the principal, such teacher will be compensated at an hourly rate of \$16.00 per hour. (Refer to Article II M.)

ARTICLE IX

SALARY SCHEDULE AND CONTRACTS

A. SALARY SCHEDULE

1. All new teachers will given up to a maximum of twelve (12) years on the salary schedule according to actual contracted experience and education which is approved by the Board of Education. This provision is not retroactive. It will not have application to teachers returning from extended leave as defined in Article IV.

2. All teachers shall be selected by the Board through the recommendations of the superintendent. Teachers who accept employment or sign contracts agree to accept the assignments of the superintendent which are, where practical, in keeping with the state Department of Education and North Central Accreditation policies.

3. Substitute teachers may be employed outside the salary schedule.

4. Teaching contracts are for the length of the school term. Payment for those services will be made over a twelve month period of time or in a lump sum payment (June payment) if the teacher so requests in writing on or before April 1 of the school term.

5. The so-called extra duties not listed in the salary schedule will be part of each teacher's normal load. Fair and equitable distribution of these duties to all teachers shall be the responsibility of the building principal. Such assignments are to be made and adjusted at an open meeting of the entire building staff prior to the beginning of each semester.

6. Teachers regularly assigned additional duties outside the normal day, such as coaching athletics, music, school plays, etc., will be paid additional increments in accordance with a published schedule for those activities.

7. Because some teachers are responsible for supervising coursework which extends beyond the duty day, teachers in the following areas will receive extended contracts as follows:

High School Video Production	15 days
High School Instrumental Music	16.75 days
Middle School Instrumental Music	6.25 days
High School Vocal Music	11.5 days
Middle School Vocal Music	7 days
6th Grade Choir	2 days
Elementary Music	6.5 days
High School Forensics	9 days
High School Debate	10 days
High School Yearbook	9 days
High School Newspaper	5.5 days
High School Student Government (currently HS Leadership class)	15 days
Loyal Lansingers Choir (2 sponsors)	2 days
High School Department Chairs	2 days
Elementary Grade Level Chairs	2 days

8. For the duration of this agreement, when circumstances are encountered that require

the addition of coaches/sponsors that are not budgeted for, to ensure that interested students can safely participate, the LEA and Board of Education agree to enter into discussions to determine if qualified volunteers can be used to coach and supervise students. Agreement to this item is contingent upon LEA's annual receipt of a list of those coaching positions budgeted for the following year.

9. Certified tutoring outside the school day will be paid at \$16.00 per hour.

B. ACQUIRING COLLEGE HOURS/ PROFESSIONAL DEVELOPMENT PLAN POINTS

In order to facilitate budget planning, teachers must notify the Board in writing before May 1st if they expect to acquire additional college hours/Professional Development Plan (PDP) points that would qualify them for horizontal movement on the salary schedule.

1. No teacher may move more than one step horizontally and one step vertically on the salary schedule in any one year, except those returning teachers who have been on approved leave of absence may, where appropriate, move more than one step horizontally on the salary schedule.

2. Salary adjustment for increased training is made once a year. Each teacher shall file with the superintendent a copy of all official college transcripts and Professional Development Plan (PDP) points before the first day of October of the year in which the increase is desired. In the event an official transcript is not available by that date, other evidence may be substituted until the transcript is available. Any change on the salary schedule resulting from these additional credits and PDP points shall be retroactive to September 1 for salary schedule placement purposes.

3. To be applicable, credits must be in the major area of a professional employee's major or minor teaching field, or be applicable to a professional development plan, and be earned from an accredited college or university. To qualify for a degree plus a given amount of hours (i.e., BS+20), the additional hours must be earned subsequent to the actual conferring of the degree.

4. Teachers shall progress across the salary schedule when the hours and points completed reach the minimum for that column. One (1) semester hour of college credit shall be equal to twenty (20) professional development points. All student impact points awarded by the Professional Development Council (PDC) and in compliance with KAR 91-1-218 will be allowed for salary schedule movement. Knowledge and application points awarded by the PDC and in compliance with KAR 91-1-218 will be allowed for movement on the salary schedule when the teacher has paid for registration and time is outside the teacher's duty day.

5. Incoming teachers may use previous PDP points from other education agencies for salary schedule advancement, if said points were earned after July 1, 2003, and meet Lansing USD 469 criteria for earning PDP points.

6. Payment shall be made for PDP points as approved following procedures as adopted by the PDC. The criteria for payment shall include the following:

a. Points earned from financial commitments made by USD 469 shall be excluded.

Examples, but not limited to:

Expenses paid by the district

Time release from contract

b. Payment made at the negotiated hourly rate for school improvement.

c. Maximum payment for 15 points per year (July 1 to June 30).

d. Payments shall be added to payroll at the end of the year.

7. All members of the Professional Development Council must participate in the initial KSDE approved training session for PDC's.

C. TEACHER RELEASE

In order to stress the importance of honoring a professional contract, the Board will have the option of releasing a teacher upon payment of Two Hundred Dollars (\$200) after June 1; Four Hundred Dollars (\$400) after July 1; Eight Hundred Dollars (\$800) after August 1 to completion of the contract. There will be no waiver of the liquidated damages in the event a teacher resigns subsequent to June 1 of any contract year.

D. DUAL CREDIT COURSES

A classroom teacher may teach a class for which the student receives credit toward meeting his/her high school graduation requirements and simultaneously receives college credit. A teacher under this contract is not restricted from receiving compensation paid by any college or university for the instruction of this class.

ARTICLE X

OTHER PROVISIONS

LANSING PUBLIC SCHOOLS RETIREMENT PLAN

A. Employer and Employee Paid Contributions

1. A Retirement Plan Portfolio will be established for each teacher employed in USD #469. This portfolio will contain up to two (2) accounts. An Employer Paid Account will be initiated for each teacher. An Employee Paid Account will be initiated for each teacher at his/her request.
2. USD #469 will contribute \$600 per contract year into each full time teacher's Employer Paid Account. Contributions will be prorated for teachers who work less

than full time in a certified position and/or are employed for less than a full contract year.

3. All teachers will be placed on the vesting schedule in accordance to their years of contiguous certified employment with USD #469. Upon beginning his/her 6th contiguous year as a teacher employed by USD #469, each teacher will become vested in 10% of the amount contained within his/her Employer Paid Account. The vested portion will continue to increase by an additional 10% per year until the teacher is 100% vested upon beginning his/her 15th contiguous year with USD #469.

Vesting Schedule:

<u>Year(s)</u>	<u>Amount Vested</u>
1-5	0%
6	10%
7	20%
8	30%
9	40%
10	50%
11	60%
12	70%
13	80%
14	90%
15	100%

A teacher who terminates employment with USD #469 after the beginning of his/her 6th year may leave the vested amount in the Employer Paid Account, thereby retaining contiguous vesting status upon returning to a teaching position with USD #469 at a future date.

4. A teacher may voluntarily contribute from salary an amount of his/her choosing into the Employee Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. A teacher who chooses to make contributions into his/her Employee Paid Account will be fully vested in this account immediately.
5. The USD #469 Retirement Plan Oversight Committee, made up of representatives from the BOE, administration and LEA-Lansing, will select and maintain a group of investment options, including Conservative, Moderate and Aggressive investment tracks. Teachers must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be made for a teacher's Employer Paid Account and his/her Employee Paid Account. Employer Paid Contributions for teachers who do not make investment elections will be placed in the Moderate investment track.

NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by State and Federal laws and regulations.

6. A teacher may access the vested portion of his/her Employer Paid Account upon termination of an employment contract with USD #469.
7. Employer and Employee Paid contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified Rollover options may allow a terminated teacher to defer taxation until a later date.
8. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board of Education of USD #469

Early Retirement Option

1. Upon retirement, prior to the 2014-2015 contract year, eligible teachers may choose to relinquish the portion of the vested amount in their Employer Paid Account equal to the amount that would have been in their account had they invested in the Moderate Investment track and thereby participate in the Early Retirement Option described below.(as of the 2014-2015 contract year the early retirement program will no longer be an option)
2. Upon retirement, prior to the 2014-2015 contract year, teachers who have a minimum of 15 years of service in this school district will receive \$50.00 for each year of service in one lump sum.

B. EARLY RETIREMENT PROGRAM

Any eligible teacher ages fifty-seven (57) through sixty-one (61) may elect to take early retirement under the terms and conditions set forth in this policy. An eligible teacher may elect early retirement if such person: (a) is currently a full-time teacher of the school district; (b) will be at least fifty-seven (57) years of age and not more than sixty-one (61) years of age on or before December 31st; (c) has 15 years or more of certified full-time employment service with USD 469; and (d) must have actually retired under KPERS.

Eligibility for early retirement will be determined by the superintendent. An employee applying for early retirement shall have the responsibility to provide all the facts and information necessary to prove eligibility for early retirement to determine benefits to be paid.

1. APPLICATION

A teacher may apply for early retirement by giving written notice to the superintendent of schools. Such written notice shall be submitted on or before the fifteenth (15th) day of April preceding the anticipated retirement date and shall include the following information:

1. A statement of the applicant's desire to take early retirement.
2. The anticipated date of retirement.

3. The applicant ' s birth date and age as of December 31st of the year of the in which early retirement is being expressed.
4. The current mailing address and telephone number of the applicant.
5. The number of full-time equivalent years the applicant has been employed by the school district.
6. The total number of years of service credit recognized by KPERS.
7. The applicant ' s current base salary contract.
8. Whether the applicant desires health insurance coverage through the district health insurance program.
9. Requested payment dates of early retirement incentive funds.

Following final action by the Board on any application for early retirement, the superintendent of schools shall notify the applicant in writing of the final disposition and the date and amount of annual early retirement benefits to be paid.

2. EARLY RETIREMENT BENEFITS

The annual early retirement benefit shall be a sum of money as shown below:

57 years of age.....	20% of base contract salary
58 years of age.....	20% of base contract salary
59 years of age.....	20% of base contract salary
60 years of age.....	20% of base contract salary
61 years of age.....	20% of base contract salary

During each school year the superintendent and/or Board Clerk shall calculate and determine the annual early retirement benefit for each employee who is eligible for early retirement.

For the purpose of such calculations, it shall be assumed that such employees will retire on July 1st of the current calendar year. Such early retirement benefit will be calculated based upon the age of the employee as of December 31st of the current calendar year. The amount of the annual early retirement benefit shall be recorded in the employee ' s file.

3. TERMS AND CONDITIONS

The following terms and conditions shall apply to the school district ' s early retirement plan:

- a. As used in this policy, the term Abase contract salary means total compensation received by an employee with the school district, excluding compensation attributable to fringe benefits, compensation resulting from a supplemental contract or contracts, and reimbursement of expenses.
- b. As used in this policy, the term "school year" means that period of time from July 1 through June 30.
- c. The early retirement benefit shall be payable by the school district annually in a lump sum in January of each school year. By special request of the staff member and approved by the Board of Education, the payment may be made by an alternate

method; but in all cases the payment or payments must be made no earlier than October or conclude not later than June of each school year.

d. Health Insurance (available from age 57 through age 64). A teacher retiring under this plan who has participated in the district health insurance program during the year in which early retirement is requested may contribute the full monthly premium to USD 469 up to age sixty-five (65) if he/she so desires. This will ensure continued full participation in the health insurance program.

e. An employee who takes early retirement shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number.

f. An employee who takes early retirement shall not thereafter be eligible for professional certified employment by the USD 469 school district. Exception will be made for substitute teaching assignments. Employment as a classified employee is permissible at the option of the school district and subject to review each year by the Board of Education. All classified employment of employees who have accepted early retirement shall begin after September 1st, and payment shall be on a daily or hourly basis for services based on a one-year, non-continuing contract.

g. If any provision of this early retirement plan is determined to be in violation of federal or state laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless revised and readopted by the Board of Education.

h. All benefits pursuant to this early retirement plan cease on the death of the retiree. No benefits shall accrue to the retiree's heirs or estate.

B. COMMUNICATION PROCEDURES

Teachers, on occasion, either as an individual or as a group, may have a concern or suggestion that they feel should be called to the attention of the Board. In such cases, the teacher(s) should first discuss the matter with their principal if the concern or suggestion is on the building level. After discussion with the principal and/or superintendent, and if the teacher(s) desire an audience with the Board, the teacher(s) may submit a written request to the Superintendent, with such a request to give the reason(s) for the request. Upon receipt of the request, the teacher(s) will be notified as to the date set for the teacher(s) audience before the Board and the teacher(s) will be notified in writing as to its action.

C. ENROLLMENT OF DEPENDENTS OF NON-RESIDENTIAL FACULTY MEMBERS

All teachers employed full-time by USD #469 shall be allowed to enroll their children in district schools. There will be no extra costs incurred beyond the normal enrollment fees.

D. WAIVER AND SCOPE

This Agreement, together with the agreements heretofore mentioned, shall constitute the full and complete commitments between the Board and the Association and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement. Questions arising that involve the interpretation or application of these agreements may be discussed with the voluntary mutual consent of the Board and the Association; the parties acknowledge that all negotiable items which were or could have been raised during the negotiations leading to these agreements were discussed or could have been discussed and, therefore, each agrees that the other will not be obligated to negotiate on any items, whether contained herein or not, during the life of this Agreement.

ARTICLE XI

SAFETY PROVISIONS

A. UNSAFE AND HAZARDOUS CONDITIONS

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

B. PROCEDURE FOR HAZARDOUS CONDITIONS

If a teacher/teachers believe that an unsafe or hazardous condition is not being remedied in a timely manner, he/they may appeal to the Association, which may then request a meeting to be held within ten (10) days with the appropriate administrator(s) and Superintendent to determine validity. An action plan with timeline will be written within ten (10) days of the meeting.

ARTICLE XII

DURATION OF AGREEMENT

This agreement covers the terms and conditions of professional employment in said school district for the 2008-2009 school year, except as otherwise herein provided. This agreement shall govern the rights of the respective parties from July 1, 2008, through June 30, 2009. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Notwithstanding that this agreement is for the 2008-2009 school year, it is agreed that either

party may reopen negotiations in regard to the certified and supplemental salary schedules. Each party may also submit one additional item for negotiation. Notice to reopen the certified and supplemental salary schedules and/or to present an additional subject for negotiation shall be made by February 1, 2009, in the manner prescribed in K.S.A. 72-5423.

This agreement is signed on this ____ day of _____, 2008.

FOR THE ASSOCIATION

FOR THE BOARD

President

President

Secretary

Clerk

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2008-2009
SUPPLEMENTARY SALARY SCHEDULE
LANSING UNIFIED SCHOOL DISTRICT #469

COLUMN B

H.S. Head Football
H.S. Head Wrestling
H.S. Head Volleyball
H.S. Head Boys Basketball
H.S. Head Girls Basketball
H.S. Head Track (Boys & Girls Combined)
H.S. Head Cheerleading

COLUMN C

H.S. Head Baseball
H.S. Head Softball
H.S. Head Boys & Girls Soccer
H.S. Head Cross Country (Boys & Girls Combined)
H.S. Drama

COLUMN D

H.S. Boys Tennis
H.S. Boys Golf
H.S. Girls Tennis
H.S. Girls Golf
H.S. Assistant Football
H.S. Assistant Boys Basketball
H.S. Assistant Wrestling
H.S. Assistant Volleyball
H.S. Assistant Girls Basketball
H.S. Lionettes
H.S. Bowling
M.S. Head Boys Basketball
M.S. Head Football
M.S. Head Wrestling
M.S. Head Girls Basketball
M.S. Head Volleyball
M.S. Head Boys Track
M.S. Head Girls Track
Musical Director

COLUMN E

H.S. Assistant Baseball
H.S. Assistant Softball
H.S. Assistant Boys & Girls Track
H.S. Assistant Boys & Girls Soccer
H.S. Assistant Cheerleading
H.S. Concessions
H.S. Assistant Tennis

COLUMN E (continued)

M.S. Pep Club
M.S. Cheerleading
M.S. Teacher Advisor Coordinator
H.S. Assistant Instrumental Music
H.S. Assistant Drama

COLUMN F

H.S. Computer System Operator
M.S. Computer System Operator
K-5 Computer System Operator
H.S. Assistant Forensics
H.S. Administrative Assistant
H.S. Head KAYs
H.S. Head KAYettes
H.S. Head Knowledge Bowl
M.S. Assistant Football
M.S. Assistant Wrestling
M.S. Assistant Boys Basketball
M.S. Assistant Boys Track
M.S. Assistant Girls Track
M.S. Assistant Girls Basketball
M.S. Assistant Volleyball

COLUMN G

H.S. Boys Intramurals
H.S. Girls Intramurals
H.S. Assistant KAYs
H.S. Assistant KAYettes
H.S. Assistant Debate
H.S. Class Sponsors
H.S. Pen and Paw Club
H.S. National Honor Society
M.S. Girls Intramurals
M.S. Boys Intramurals
M.S. Just Say No Club
M.S. Drama
M.S. Newspaper
M.S. Yearbook
Drug Coordinator
H.S. National Honor Society

COLUMN H

H.S. Assistant Knowledge Bowl
H.S. Color Guard
M.S. Math Club
M.S. Student Council
Elementary Computer Club
Intermediate Student Council
Musical Orchestra