# NEGOTIATED AGREEMENT-SIGNATURE PAGE 2013-2014 SCHOOL YEAR LOGAN USD #326

The attached Negotiated Agreement is approved as follows:
Tentatively approved by: Logan Teachers Association on this
day of, 2013.
Chief Negotiator
Tentatively approved by: Board of Education Negotiating Team on this day of, 2013.
, 2013.
Chief Negotiator
Approved by: Logan Teachers Association and its members by a majority vote of the teachers on this day of, 2013.
President, Logan Teachers Association
Approved by: Board of Education, Unified School District No. 326, Logan Kansas, on this day of, 2013.
President, Board of Education
ATTEST:
ATTEST: Clerk, Board of Education

## **Table of Contents**

ARTICLE I DEFINITIONS	3
ARTICLE II SALARY AND FRINGE BENEFITS	3
ARTICLE III GRIEVANCE PROCEDURE	5
ARTICLE IV LEAVES	
ARTICLE V PROFESSIONAL EMPLOYEE'S CONTRACT	9
ARTICLE VI PROFESSIONAL EMPLOYEE'S SUPPLEMENTAL CONTRACT	11
ARTICLE VII PAYMENT OF SALARIES	
ARTICLE VIII REDUCTION IN FORCE	12
ARTICLE IX SUPPLEMENTAL PAY SCHEDULE	
ARTICLE X EXTRA DUTY	
ARTICLE XI LENGTH OF SCHOOL DAY	15
ARTICLE XII SEVEN DAY PERIOD.	
ARTICLE XIII LEAVE BUY-BACK AT RETIREMENT	16
ARTICLE XIV CONTRACT RELEASE	17
ARTICLE XV DURATION	17
HIRING SCHEDULE	18

This agreement, made and entered into, by and between the Board of Education of Unified School District No. 326, Logan, Kansas, and the members of the recognized teacher negotiating unit, represented by Logan Teachers Association, on this 22nd day of July 2013. Now, therefore, the parties hereunto agree as follows:

## ARTICLE I DEFINITIONS

When used in this agreement, the following terms will have the following meanings:

- 1. <u>The board of education or board:</u> The Board of Education of Unified School District No. 326, Logan, Kansas.
- 2. The association: The Board shall recognize the Logan Teachers' Association as the bargaining agent for the teachers of the district. All items for negotiations shall be carried out between the Logan Teacher's Association and its elected representative (s) and between the Board of Education of USD 326 and its elected or appointed representatives.
- 3. <u>Teacher:</u> Unless otherwise indicated, the term "teacher," "teachers" or "professional employee" when used hereafter in this agreement shall refer to all professional employees represented by the Logan Teachers Association.
- 4. Starting the 2013-2014 school year, the base will be \$30,000 and all teachers will receive a 1.25% raise
- 5. Each certified employee will work 3 designated extra duty jobs. If they chose to work more than that, that is their priority. Any person not doing this could result in a fine.
- 6. <u>School:</u> Shall mean any attendance facility or other facility operated by the board of education.

# ARTICLE II SALARY AND FRINGE BENEFITS

- 1. The compensation of each returning full time teacher for 2013-2014 school year will be to participate in the State of Kansas Health Plan.
- 2. The school district will maintain a "125 Salary Reduction Plan" which will allow each qualified participant to choose from a menu of qualified benefits with the employee costs paid on a pre-tax basis. Benefits, which can be selected but are not limited to, include: 1) child care, 2) pre-paid medical, 3) cancer insurance, 4) life insurance, 5) salary protection insurance, 6) health insurance.
- 3. The district shall maintain its participation in the State of Kansas Health Plan as previous years, paying 100% of a single policy.
- 4. The district shall implement the supplemental salary schedule as negotiated (see page 14).

- 5. To encourage professional growth, payment of \$90 per semester hour, to a maximum of \$810 per year (September 1 thru August 31) will be paid for approved credit earned. Approved credit shall mean any one or more of the following:
  - 1. credit earned toward and advanced degree
  - 2. credit used for recertification
  - 3. credit used to gain additional certificate endorsements

The superintendent or his designee shall have the authority to grant or deny approval of credit.

- 6. To receive payment for and to make it possible to budget for payment of college hours, approval must be obtained prior to taking the courses. The teacher must be regularly employed in Unified School District No. 326, and will receive payment upon returning the following October.
- 7. To advance horizontally on the Hiring Schedule, all college hours between the B.S. and M.S. degrees must appear on an approved master's degree program or produce written confirmation that they can be used for certificate renewal. Professional development credits which may be used toward re-certification may also be used to advance horizontally on the Hiring Schedule. Twenty (20) credits have been determined to equal one (1) college hour.
- 8. A copy of each teacher's graduate program must be on file in the superintendent's office. If or when a part-time teacher is employed on a full-time basis, he or she shall be placed on the schedule based on a full-time equivalency. Contracts will be written based on the hours as of March 1 of each year. If teachers change steps during the summer, the contracts will be adjusted as of October 1. The October 1 adjustment will allow the teacher to move horizontally.
- All teachers are to be present for in-service training, workshops and other professional meetings.
- 10. "The USD #326 board of education will compensate, upon requests a licensed high school teacher who uses his/her only high school planning period(s) or a licensed elementary teacher who uses her/his planning period(s) to cover another teacher's class. Teachers who request this compensation will need to complete a 'Substitute Log' time form, secure the required signatures, and file it with the administration at the end of each day she/he performs this service. Compensation will be made in June and will be based on the accumulative time spent substituting at the rate of substitute teacher pay."

"A licensed high school teacher who teaches a class during a scheduled planning period for a full year will be paid an additional one seventh (1/7) of his/her contracted salary. Should the teacher begin after the school year has begun, the salary will be prorated accordingly. Should the teacher lose less than the 5 planning periods per week, the salary will be prorated accordingly. The number of planning periods lost

out of 5 would be a decision made each year by the administration and the teacher involved. (example—If a teacher uses his/her planning period for instruction 3 out of 5 days each week, their re-imbursement would be (3/5) of 1/7) of his/her base salary.) Compensation for the extra class will be paid monthly as part of the teacher's regular monthly paycheck.

## ARTICLE III GRIEVANCE PROCEDURE

#### A. PURPOSE:

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of Unified School District No. 326, Logan, Kansas, at the lowest level.

### **B. DEFINITIONS:**

- 1. "Grievance" shall mean an alleged violation or misinterpretation of the terms and conditions of the employee's contract of employment.
- "Grievant" means an employee of Unified School District No. 326, Logan, Kansas.
- 3. Words denoting gender shall include both masculine and feminine, and words denoting numbers shall include both singular and plural.

## C. PROCEDURES:

- Time Lines. The adjustment of grievances shall be accomplished as rapidly as
  possible. To that end, the number of days within which each step is prescribed
  to be accomplished shall be considered as maximum and efforts should be
  made to expedite the process. Under unusual circumstances, the time limits
  prescribed may be extended or reduced by the mutual consent of the parties
  involved.
- 2. Level One. The aggrieved should request an informal conference with his or her superintendent or other immediate supervisor within ten days after he or she becomes aware of the grievance. The purpose of this informal meeting is to give the superintendent and the aggrieved an opportunity to resolve the grievance. Neither party shall be entitled to representation at this level. Either party may have witnesses attend.
- 3. Level Two. If the grievant has been unable to schedule a conference with the superintendent or having had the conference, has not had a satisfactory resolution of the aggrievance, the grievant may request a formal hearing with his or her superintendent. The grievant shall prepare a written statement of the grievance and provide the superintendent with a copy of the same. Efforts should be made to develop an understanding of the facts and the issues in order to create a climate

- which will lead to a solution of the grievance. A formal conference with the superintendent shall occur within ten school days of the request for a hearing. The decision of the superintendent shall be reduced to writing within five school days of the Level Two hearing and a copy shall be provided to the grievant and a copy to the Board of Education.
- 4. Level Three. In the event the grievant is not satisfied with the disposition of his or her grievance at Level Two or in the event no decision is reached witin fifteen school days after the presentation of the grievance, he or she may appeal the matter by submitting a written request to the clerk of the Board of Education. If the grievant appeals the matter to the board of education, the board of education shall, within thirty-one (31) calendar days after the receipt of the written request, meet and confer with the grievant and render a decision to be submitted to the grievant in writing. The decision of the board of education shall be delivered to the aggrieved party within five days after the conclusion of the hearing. The decision of the board of education shall be final. If the grievant does not appeal the grievance to the board of education within twenty school days after the decision of the superintendent is received, the appeal of the grievance will automatically be waived.

### D. SUPPLEMENTAL CONDITIONS:

- 1. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
- 2. All documents, communications and records dealing with the processing of the grievances and the final grievance decision shall be filed by the school district separately from the personnel files of the parties in interest.
- 3. At each step of the procedure for adjudicating grievances at Level Two or above, the aggrievant and the superintendent or board of education, as the case may be, may designate representatives or counsel to represent them.
- 4. All discussions and hearings through the grievance procedure shall be conducted at times other than when school is in session. Any meetings with the board of education shall be held in executive session with the concerned parties in attendance. After presenting the evidence and the facts of the grievance, the board of education shall have the right to enter executive session without the grievant or superintendent for consideration of the facts.
- 5. Excluded from the grievance procedure shall be all matters dealing with the nonrenewal or termination of any teacher or the decision of the board of education to reduce staff. Also excluded from the grievance procedure shall be all matters for which Kansas law provides a method of review.
- 6. The filing of the grievance at all levels shall be in writing, and shall be reasonably specific as to the nature of the complaint. The aggrievant should, to the extent

possible, describe the alleged event or acts giving rise to the grievance including the time, date, place of the event or act, the names and addresses of any witnesses thereto.

## ARTICLE IV LEAVES

- 1. <u>Leave.</u> All employees of Logan Unified School District No. 326 shall be granted ten days leave per year.
- 2. <u>Payment for Accumulated Leave.</u> Payment at the rate of substitute teacher pay will be made for any accumulated leave over the 90 day limit to all certified employees.
- 3. Bereavement Leave. (Bereavement leave is in addition to annual leave.) (a) Three days bereavement leave will be granted for a death in the immediate family. The immediate family is hereby defined as: father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law. In addition, it shall include any relative living in the employee's household. (b) One day of bereavement leave will be granted to attend the funeral of friends or distant relatives upon approval of the building principal.
- 4. <u>Professional Leave</u>. In addition to annual leave, professional leave or professional improvement days may be used for any educational purpose at the discretion of the principal. The teacher may be requested by his or her building principal to file a written report within one week of a visitation.
- 5. <u>Jury Duty Leave.</u> In case of jury duty the employee will receive full pay from the district. The employee will reimburse their jury duty check, less mileage, to the district.

#### 6. Leave Bank.

- A. To be eligible for leave bank leave, each licensed staff member may donate one (1) or his/her ten (10) leave days into a leave bank that will be shared by all licensed personnel who join the pool. This leave bank leave is only available for used of an employee during the employee's own personal injury or illness or in case of an injury or illness of an immediate family member of the employee. This leave bank leave is not intended to be used for extended maternity leave for employees.
- B. Any licensed personnel who surpasses her/his own accumulated leave reserve may use the leave bank upon approval of the leave bank committee. If the committee grants such leave to the employee, he/she will not be docked in pay until her/his leave bank limit has been exceeded, or until there are no remaining days left in the leave bank, whichever comes first.
- C. The leave bank shall be accumulative from one year to the next, but shall not exceed one hundred fifty (150) days unless newly hired teachers taking part in the bank cause it to become greater than one hundred fifty (150) days.

- D. All requests to the leave bank committee must be made in writing;
- E. The committee shall establish its own criteria for granting leave bank leave and has sole discretion to grant or deny such leave. The decisions of the committee as to whether or not to grant a given request and as to the duration of such grant given the availability of leave bank days is final. Such decision shall be provided to the requesting licensed staff member in writing within fifteen (15) school days of receipt of the written request.
- F. Upon approval of the leave bank committee, an eligible licensed staff member in his/her first school year in USD #326 may use up to ten (10) days from the leave bank. A second year employee may use up to twenty (20) days. Any other licensed personnel may not draw more than thirty (30) days from the bank in one year. Leave bank days are available on a first come, first served basis. Once the available leave days in the bank are exhausted for the year, no further leave may be granted by the committee.
- G. Any licensed employee who does not join the pool by September 1 of his/her first year teaching in the district shall be ineligible to belong for three (3) years. After that time they may join the pool in the same manner as a licensed employee in the first year of employment pursuant to this policy.
- H. In case of emergency involving family members a licensed employee may apply for days from the leave bank in addition to those provided for in this Agreement.
- I. The leave bank committee shall be comprised of four (4) licensed staff members of which 2 are LTA members, who will be selected by September 1 of each year by the bargaining unit, and one (1) administrator, who will be appointed by the superintendent by September 1, to serve one-year terms. The committee shall then select a chairperson who will receive all requests. The designation of the chairperson will be made prior to September 10 of the current school year and will be communicated to all licensed staff members.

# ARTICLE V PROFESSIONAL EMPLOYEE'S CONTRACT UNIFIED SCHOOL DISTRICT NO. 326 PHILLIPS COUNTY, KANSAS

This contract, made and	d entered into, in duplicate, thisday of, 20 by
and between the Board of Ed	lucation of Unified School District No. 326, hereinafter
called "Board" and	, hereinafter called "Professional Employee."
The Board and Professional En	nployee agree as follows:

- 1. The Professional Employee shall be employed by the Board as an employee of said unified school district, for the school year 2013-2014, as defined and scheduled by the Board on the basis of 186 duty days of teaching, inservice, orientation and other assignments as determined and scheduled by the Board.
- 2. The services to be performed by the Professional Employee hereunder shall be as determined and assigned by the superintendent of the schools. The Professional Employee shall be subject to the policies, orders, rules and the regulations of the Board. The Board reserves the right to transfer or reassign Professional Employee to any other school, or to any other educational project or program of the school district for which the Professional Employee is certified.
- 3. The Board shall compensate the Professional Employee at the annual rate of \$\_\_\_\_\_\_, to be paid in twelve equal installments on or about the 20th day of each month in compliance with the statutes of Kansas, commencing September 20, 2013.\_
- 4. This contract is contingent upon the Professional Employee being and remaining certified during the term of employment with respect to the position for which the Professional Employee is employed. In the event the Professional Employee is unable to furnish to and maintain with the Board a valid Kansas Instructor's Certificate during the term of employment herein, this contract may be terminated by the Board and the Board shall withhold payment of salaries as provided in K.S.A. 72-1390.
- 5. As a condition to entering or continuing employment, the Professional Employee is required to submit a certification of health, as provided by K.S.A. 72-5313, at the Professional Employee's expense.
- 6. In the event the employment of the Professional Employee shall be terminated for any reason prior to the expiration of the school year, the salary as specified in this contract shall be prorated according to the actual number of days completed towards the term of this contract.
- 7. In the event the Professional Employee is absent from duty except as herein specified, deduction shall be made from the salary for each day of absence in an amount equal to 1/186th of the annual compensation as provided in paragraph 3. Deduction shall not be made in the event such absence is covered by sick leave or other leave

provisions or the result of other authorized absences in accordance with and subject to the policies, rules and regulations of the Board.

8. This contract is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act and amendments thereof or supplements thereto respectively. (ARTICLE V PROFESSIONAL CONTRACT continued)

This agreement executed by the p	arties on the date set forth hereunder.
	PROFESSIONAL EMPLOYEE
	PRESIDENT BOARD OF EDUCATION
DATE:	
CLERK BOARD OF I	EDUCATION DATE:

# ARTICLE VI PROFESSIONAL EMPLOYEE'S SUPPLEMENTAL CONTRACT UNIFIED SCHOOL DISTRICT NO. 326 PHILLIPS COUNTY, KANSAS

	y and between the Board of Education of Unified
· · · · · · · · · · · · · · · · · · ·	led "Board" and, hereinafter called
"Professional Employee" is as follows:	unlesses desire that the Drefessional Frances
	mployee desire that the Professional Employee
Such duties are normally termed suppler	paragraph 2 below, for additional compensation.
	assume the following duties for the 2012-2013
school year:	assume the following duties for the 2012-2015
senoor year.	
3. The Board agrees to pay the Profess	sional Employee compensation in the amount of
dollars for performing the duties set forth	h in paragraph 2.
	e 2012-2013 school year. This contract approved
by the respective parties on the date desi	gnated under their signature.
DOARD	OF FRIIGATION
	OF EDUCATION
UNIFIED SCHO	OOL DISTRICT NO. 326
PROFESSIONAL EMPLOYEE	PRESIDENT
TROTESSIOTALE ENTESTEE	RESIDENT
	CLERK
	CLERK
DATE	DATE

## ARTICLE VII PAYMENT OF SALARIES

Teachers shall receive their salaries in twelve (12) equal payments. Teachers who submit their request, in writing before April 1, may receive their summer checks in one (1) lump sum after the June board meeting.

## ARTICLE VIII REDUCTION IN FORCE

As a result of authority granted to the board of education by the Kansas Constitution and Kansas statutes, the board has the responsibility of determining composition of the professional staff necessary to implement and maintain educational programs of the district. From time to time, as the result of decreasing enrollment, limited financial resources, changes in educational programs, or other circumstances, it may be necessary to reduce the number of professional employees employed by the school district. A decision to reduce professional staff will, in all cases, remain within the sole discretion and judgment of the board. The board may retain any professional employee who it deems necessary to staff all programs of the district including curricular, co-curricular, and extra-curricular programs of the district. It is the policy of USD #326 to use normal attrition of staff, i.e. resignations, retirements, as the first means of achieving a reduction in professional staff. However, in certain cases normal attrition may not be sufficient to achieve the necessary reduction of professional staff. In the event that further reduction or professional staff is necessary, it shall be accomplished in a fair and orderly manner as provided in this policy.

- 1. *Definitions* As used in this policy, the following terms will have the following meanings:
  - A. "Professional employee" shall mean any employee of the school district who is regularly assigned, on a part-time or full-time basis, to the teaching staff of the district in a position which requires a license issued by the Kansas State Department of Education, but shall not include administrators or classified employees;
  - B. "Non-tenured professional employee" shall mean a professional employee who has been employed with the district for less than three (3) full, consecutive years;
  - C. "Tenured professional employee" shall mean a professional employee who has been employed with the district for four (4) or more full, consecutive years;
  - D. "Seniority" shall mean the period of most recent continuous and uninterrupted employment with the district, as determined from the effective date of employment; and
  - E. "Subject area or areas" shall mean general curricular areas such as mathematics, English, foreign languages, social studies, etc.
  - 2. Procedure
    - A. Whenever the superintendent of schools determines that a necessary reduction or professional staff will not be accomplished through normal attrition of staff, all professional employees of the district will be advised of the reasons for the reduction of professional staff and will be informed of the procedures and considerations to be used in determining reductions. The superin-

tendent will review all relevant facts and circumstances and will recommend to the board those professional employees who should be reduced.

- B. In determining which professional employees shall be recommended to be reduced, the superintendent shall give consideration to all of the following factors not listed in priority order:
  - I. Seniority;
  - II. Teaching experience in specific subject matter areas;
  - III. Areas of License;
  - IV. Advanced degrees and additional credit hours as reflected by the professional employee's placement on the salary schedule; and
  - V. Professional educational performance as determined from Professional employee evaluations.

After considering the above-mentioned factors, the superintendent of schools shall make his recommendations for reduction of professional staff based on what he considers to be in the best interests of the school district and the students of the district.

- C. For purposes of considering a reduction of professional staff, all professional employees of the district will be assigned to either the elementary level (pre-kindergarten through sixth grade) or the secondary level (seventh grade through twelfth grade). Those professional employees in the secondary level will be further assigned to a subject area.
- D. After determining which level or levels require a reduction of professional staff, the superintendent will then consider professional employees for lay-off in the following sequence:
  - I. Non-tenured professional employees:
  - II. Tenured part-time professional employees who decline an Offer of full-time employment; and
  - III. Tenured full-time professional employees.
  - Any tenured part-time professional employee who is being considered for lay-off will be offered full-time employment with the district if a position exists that is currently being filled by a non-tenured teacher. If such tenured part-time professional employee accepts an offer of full-time employment, he/she will be placed in the category of tenured full-time professional employee.
- E. At the time reduction recommendations are made to the board for reduction of professional employees, the superintendent of schools will present data to the board in support of his recommendations. If a recommendation is based on factors other than seniority, the superintendent will provide the board, in writing, with reasons for her/his recommendations.

## **ARTICLE IX**

## SUPPLEMENTAL PAY SCHEDULE

Special Assignment Pay: Calculated on the basis of extra time involved in excess of other teacher's extra duty time. All vacancies for supplemental positions must be posted in the high school and elementary teacher's lounges for at least seven days before filling the opening.

SUPPLEMENTAL DUTY	HS HEAD	HS ASSIST	JH HEAD	JH ASSIST
Basketball Coach	3000	1700	1500	800
Football Coach	2000	1200	1100	550
Volleyball Coach	2000	1200	1100	550
Track Coach	2000	1200	1100	550
Play Director	500	250		
Band Director	500		500	
Pep Club Sponsor	*600	400	**400	
Dance Team Sponsor	600			
KAY Sponsor	***800			
Annual Sponsor	1000			
Computer Coordinator	r 1500			
Forensics	550			
Activity Director	4000 (no	ot subject to the 5%	% increment)	w/no planning period or
	2500 w/	planning period.		
Jr Class Sponsor (s)	800	400 x2		
Sr Class Sponsor (s)	200	100 x2		
8 <sup>th</sup> Grade Sponsor	100			
7 <sup>th</sup> Grade Sponsor	100			
Scholar Bowl Sponson	600		3	300
STUCO Sponsor	700			
* Add \$2	00 to atter	d Cheerleader Cai	mp	

- \* Add \$200 to attend Cheerleader Camp
- \*\* Add \$100 to attend Cheerleader Camp
- \*\*\* Add \$200 to attend KAY Camp

Supplemental Assignments include 5% increment per year

1 - Base	6 - Base + 25%
2 - Base + 5%	7 - Base + 30%
3 - Base + 10%	8 - Base + 35%
4 - Base + 15%	9 - Base + 40%
5 - Base + 20%	10 - Base + 45%

After year 10 experience will be guaranteed a 5% increment.

# ARTICLE X EXTRA DUTY

- 1. Extra duty is defined as ticket taker, clock operator, football announcer, concession stand sponsor, and bookkeeper. The board of education shall pay for extra duty responsibilities in the following manner: a) ticket takers will receive \$15.00 per session, b) all other workers (bookkeeper, clock operator, football announcer and concession stand sponsor) will receive \$20.00 per session.
- 2. If the administrator is unable to find a teacher able to perform the required extra duty, he may offer said extra duty to a person who is a school employee. Each person performing an extra duty shall be responsible for notifying the administrator of each extra duty session performed. A session is defined as one activity during each day.
- 3. The extra duty pay shall be paid to each person with the April paycheck.

# ARTICLE XI LENGTH OF SCHOOL DAY

1. The scheduling of classes on the ITV network with other schools of the area requires some flexibility in the starting time of the school day. School shall not start before 8:00 AM or later than 8:30 AM, and will end no later than 7 hours and 45 minutes from the starting time.

## 2. A. Arrival and Departure Times

Certified employees shall arrive at 7:45 a.m. and shall remain on duty until 4:00 p.m.

- a. Days when school is dismissed early for vacation or a holiday are the exception. Certified employees may leave as soon as the building is cleared.
- b. Certified employees may leave as soon as the building is cleared on Fridays.
- c. Whenever certified employees need to leave the building during the work day, they must notify the building principal or designee before leaving and upon return. A record may be kept of these departures and arrivals.

#### B. School Calendar

Prior to the Board of Education establishing a school calendar, the Superintendent will consult with the President of the LTA.

### C. Scheduled Planning Time

Each full time certified employee shall have a regularly scheduled planning period (s) equaling at least fifty (50) minutes of each day during student contact time as scheduled by the administration with input from the certified employee.

D. Inclement Weather Closings

Certified employees attendance shall not be required whenever student attendance is not required due to inclement weather and/or unforeseen or unavoidable circumstances.

# ARTICLE XII SEVEN PERIOD DAY

1. The schedule for Logan High School will be based on a seven period day to provide flexibility in scheduling. Study halls shall be kept to a minimum. The LTA is opposed to block scheduling.

# ARTICLE XI LEAVE BUY-BACK AT RETIREMENT

- 1. Teachers of Unified School District #326 who wish to retire from the District will receive payment for unused leave as set forth in this policy.
  - A. ELIGIBILITY. A teacher is eligible if such teacher:
    - 1. is currently a full or part-time employee of USD #326
    - 2. is eligible for full KPERS retirement benefits or has achieved the age of 60 years
    - 3. has 10 years or more of continuous employment service within the district Eligibility, i.e., compliance with (1) through (3) above, will be determined by the school superintendent. It shall be the responsibility of the teacher applying for retirement to provide all facts and information necessary to prove eligibility.
  - B. <u>APPLICATION</u>. A teacher may apply by giving written notice to the superintendent of schools. Such written notice shall be submitted on or before the first (1st) day of April preceding the anticipated retirement date and shall include the following information:
    - 1. the anticipated date of retirement and their date of birth
    - 2. the number of years applicant has been employed by the district
    - 3. the total number of years of service credit recognized by KPERS
  - C. TERMS AND CONDITIONS. The following terms and conditions shall apply:
    - 1. Any full or part-time teacher who meets the eligibility requirement will be compensated for all unused leave at the rate of a beginning certified substitute pay. Payment for unused leave up to ninety (90) days will be at the following scale:

10 - 14 years 50% 15 - 19 years 75% 20 + years 100%

2. If any provision of this leave buy back 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 readopted by the board.

# ARTICLE XIV CONTRACT RELEASE

A teacher is sometimes offered a position in another school system which may provide professional advancement and this may cause him/her to ask to be released from the contract of the local school. Any teacher employed during a given school year who requests termination of the teaching contract prior to the conclusion of the contract year shall pay the school district from fifth Saturday in May through June 15, \$1000.00; from June 16 through July 15 of \$1,750.00; and after July 15 of \$3,500.00 to compensate for the time and expense involved in securing a replacement. Such compensation may be paid directly to USD #326. No release shall be granted after July 31 of the contract year. Due to extenuating circumstances, the board has the option to waive set compensation.

# ARTICLE XV DURATION

This Negotiated Agreement, as ratified by the Board of Education of Unified School District No. 326 and the Logan Teachers' Association, shall become effective August 20, 2012 and shall expire on June 30, 2013.

	BS								
Step	Degree	BS + 10	BS + 20	BS + 30	Masters	MS + 10	MS + 20	MS + 30	Speciali
0	30,000	30,500	31,000	31,500	32,000	32,500	33,000	33,500	34,000
1	30,400	30,900	31,400	31,900	32,400	32,900	33,400	33,900	34,400
2	30,800	31,300	31,800	32,300	32,800	33,300	33,800	34,300	34,800
3	31,200	31,700	32,200	32,700	33,200	33,700	34,200	34,700	35,200
4	31,600	32,100	32,600	33,100	33,600	34,100	34,600	35,100	35,600
5	32,000	32,500	33,000	33,500	34,000	34,500	35,000	35,500	36,000
6	32,400	32,900	33,400	33,900	34,400	34,900	35,400	35,900	36,400
7	32,800	33,300	33,800	34,300	34,800	35,300	35,800	36,300	36,800
8	33,200	33,700	34,200	34,700	35,200	35,700	36,200	36,700	37,200
9	33,600	34,100	34,600	35,100	35,600	36,100	36,600	37,100	37,600
10	34,000	34,500	35,000	35,500	36,000	36,500	37,000	37,500	38,000
11	34,400	34,900	35,400	35,900	36,400	36,900	37,400	37,900	38,400
12	34,800	35,300	35,800	36,300	36,800	37,300	37,800	38,300	38,800
13	35,200	35,700	36,200	36,700	37,200	37,700	38,200	38,700	39,200
14	35,600	36,100	36,600	37,100	37,600	38,100	38,600	39,100	39,600
15	36,000	36,500	37,000	37,500	38,000	38,500	39,000	39,500	40,000
16	36,400	36,900	37,400	37,900	38,400	38,900	39,400	39,900	40,400
17	36,800	37,300	37,800	38,300	38,800	39,300	39,800	40,300	40,800
18	37,200	37,700	38,200	38,700	39,200	39,700	40,200	40,700	41,200
19	37,600	38,100	38,600	39,100	39,600	40,100	40,600	41,100	41,600
20	38,000	38,500	39,000	39,500	40,000	40,500	41,000	41,500	42,000

In addition to this salary schedule, there is a fringe package which incluses participation in the State of Kansas Health Plan