

AGREEMENT

Between

PRATT-NATIONAL EDUCATION ASSOCIATION

And

PRATT USD 382

Effective From July 1, 2008 to June 30, 2009

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President of Pratt-National Education Association

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PREAMBLE

AGREEMENT made and entered into as of the 12th day of May, 2008, by and between THE BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 382, hereinafter referred to as the "Board", and PRATT NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

WHEREAS, the Legislature of the State of Kansas has established a procedure for professional employees employed within the school district of the State of Kansas to organize and to select a representative for the purpose of professional negotiations, and the majority of the employees, excluding administrators, within the school district have designated the Association as their representative for professional negotiations; and

WHEREAS, the Board and the Association recognizes and declares that providing a quality education for the students of Unified School District 382 is its mutual desire, and that the character of such education depends predominantly upon the quality and morale of the teaching staff; and

WHEREAS, it shall be the mutual aim of the parties of this agreement to improve the quality and morale of the teaching staff; and

WHEREAS, representatives of the Board have met with representatives of the Association and have met and conferred and/or negotiated in good faith the terms and conditions of professional service; and

WHEREAS, certain understandings have been reached, which the Board and the Association desire to incorporate into a written agreement,

IT IS, THEREFORE, AGREED:

**ARTICLE 1
DEFINITIONS**

- A. **ADMINISTRATION** - All persons employed by the Board in positions requiring an administrative certificate by regulation of the State Department of Education as stated in the current Certificate Handbook
- B. **ASSOCIATION** - Pratt National Education Association, affiliated with Kansas National Education Association
- C. **BOARD** - The Board of Education of Unified School District No. 382, Pratt County, Kansas
- D. **DAYS** - Except when otherwise indicated, days shall mean calendar days
- E. **DISTRICT** - Unified School District (U.S.D.) no. 382
- F. **EMPLOYEE** - The terms "employee" and "teacher" may be used interchangeably but shall mean the same
- G. **HE, HIM, HIS** - Shall apply as appropriate to the male and/or female person(s)
- H. **P-NEA** - Pratt-National Education Association
- I. **K-NEA** - Kansas-National Education Association
- J. **NEA** - National Education Association
- K. **SENIORITY** - The period of continuous service in the district
- L. **SUPERINTENDENT** - Superintendent of Schools of Unified School District No. 382, Pratt County Kansas
- M. **TEACHER** - All certificated employees except administrators employed by the Board of Education

Adopted during 1976-77 Meet and Confer Sessions. Effective July 1, 1977.

**ARTICLE 2
GENERAL PROVISIONS**

- A. **Savings Clause** - If any provision of this Agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and Association shall meet and confer in good faith within a reasonable period of time if any provision is found to be contrary to law.
- B. **Contract Termination** - Teacher contract termination shall be pursuant to current state statute.
- C. **Master Contract** - A copy of the Master Contract will be given to the Pratt-NEA President, Building Representatives and one placed in each teacher's workroom. Anyone requesting a personal copy will be furnished with one. The copies will be available 45 working days after both negotiation parties sign the agreement.

Adopted during 1976-77 Meet and Confer Sessions. Effective July 1, 1977.

Amended during 1996-97 Meet and Confer Sessions, Effective July 1, 1997

Amended during 1998-99 Meet and Confer Sessions, Effective July 1, 1999 - Added "C" Master Contract

Amended during 1999-00 Negotiations copies available in 45 working days

ARTICLE 3 GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance:** Grievance means a complaint regarding the meaning, interpretation, or application of any provision in this agreement, or a complaint that the employer or its agents acted in bad faith or an arbitrary or capricious manner.
2. **Aggrieved Person:** The person(s) or the Association making the complaint.
3. **Party in interest:** The person(s) or the Association making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. **Days:** Except when otherwise indicated, days shall mean working days.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may arise from time to time affecting the employees.

C. Grievance Committee

Each building will have a grievance committee of five (5) members: three (3) appointed by the P-NEA president and two (2) members appointed by the building principal. Matters concerning only the building involved will function through this committee.

D. Procedure

1. **Level One**
 - a. The aggrieved person(s) shall seek to resolve the grievance informally with the principal.
2. **Level Two**
 - a. If the aggrieved person(s) does not find satisfaction with the disposition of the grievance at Level One, or if no decision has been rendered within five(5) working days after discussion of the grievance, the grievance may be filed in writing simultaneously with the Committee and the principal. The principal shall submit a decision in writing to the aggrieved person and the Committee within five (5) working days of receipt of the Level Two grievance notice.
 - b. Within five (5) working school days after receipt of the written grievance by the principal and the Committee, the principal will schedule a meeting with the aggrieved person(s) and the Committee in an effort to resolve the grievance. The Committee shall submit a recommendation to the principal and Superintendent within five (5) working days of the meeting.
3. **Level Three**
 - a. If either party in interest is not satisfied with the disposition of the grievance at Level Two, the grievance may be filed with the Committee for transmittal to the Superintendent within five (5) working days of the receipt of the committee's decision.
 - b. Within five (5) working days after receipt of the written grievance, the Superintendent will meet with the aggrieved persons, the building principal, and the Committee in an effort to resolve the grievance. The Superintendent shall submit a decision in writing to all parties in interest and the Committee within five (5) working days of the meeting.
 - c. If the Superintendent is one of the parties in interest, Level Three shall be bypassed.
4. **Level Four**
 - a. If either party in interest is not satisfied with the disposition of the grievance at Level Three, the grievance may be filed with the Committee with transmittal to the Board within five (5) working days after receipt of the superintendent's written decision.
 - b. Upon receipt of the written grievance, the Board will meet with the parties involved at the next board meeting (regular or special) in an effort to resolve the grievance. The meeting will be held in executive session unless waived by both the aggrieved and the Board. The aggrieved will have the option to have legal counsel and a maximum of six (6) adults present during the executive session.

Article 3 – Grievance Procedure (continued)

- c. Following the formal presentations, the parties involved have the right by specific request to have a private audience with the Board.
 - d. The Board shall submit a decision in writing to all parties in interest and the committee within five (5) working days of the meeting.
- E. Employees should never attempt to take complaints directly to members of the Board of Education. Board members do not listen to or act upon complaints or grievances that have not first been presented to the building principals and to the Superintendent.

Adopted during the 1970-71 Meet and Confer Sessions. Effective July 1, 1972

Revised during the 1995-96 Committee Process. Effective July 1, 1996

Revised during the 1996-97 Committee Process. Effective July 1, 1997

Revised during the 1998-99 Meet and Confer Sessions

Revised during 2006-2007 Negotiations Sessions

ARTICLE 4 DISCIPLINE AND PUPIL CONTROL

INTRODUCTION - The Board of Education will, to the full extent of its legal power, give maximum support to professional employees to include both instructional and administrative staff members in the maintenance and establishment of reasonable standards for student discipline and pupil control. In accordance with administrative guidelines as may be set forth, it shall be the responsibility of the total school staff in the enforcement of school regulations which affect discipline and pupil control. Concerning matters relating to the enforcement of school regulations which pertaining to discipline and pupil control, the following shall prevail:

- A. **Classroom** - The individual teacher shall assume the major responsibility for classroom control and discipline. The Board of Education and administrative staff acknowledges its responsibility to the individual staff member in providing support and assistance on the establishment of reasonable classroom procedures to assure pupil control, which will foster an atmosphere conducive to learning.
- B. **Outside of Classroom** - The maintenance of proper pupil control outside of the classroom is the responsibility of both instructional and administrative staff. This shall include the establishment of reasonable guidelines by the administration to assure both administrative and instructional participation in pupil control measures, during the contract day, which shall include such items as:
 - 1. The monitoring of corridors between classes as well as before and after school,
 - 2. Attendance at all assemblies and programs during the school day and, subsequently, the supervision of students,
 - 3. To provide assistance during extra-curricular activities when it is deemed necessary,
 - 4. Other supervisory responsibilities that may be deemed appropriate to assure adequate supervision of pupils.
- C. **Gross Misbehavior** - Any show of disrespect by word or action toward any staff member; any open defiance that may threaten the general discipline of the school or the classroom; the carrying or use of weapons in a school building or on adjacent school grounds shall not be permitted.
- D. **Referral of Pupils** - When, in the judgment of a teacher, a pupil requires referral to other professional

Article 4 – Discipline and Pupil Control (continued)

personnel or specialists, the teacher shall inform his/her principal or immediate supervisor. The principal or immediate supervisor shall arrange, as soon as possible, a conference with the specialists and/or other professional personnel to discuss with the teacher and building administrator appropriate steps for the resolution of the problem.

- E. **Removal of Pupil from Classroom** - When, in the judgment of the teacher, a student is seriously disrupting the instructional program to the detriment of other students, the teacher shall cause the student to report directly to the building principal. The teacher will have the responsibility to furnish full particulars, to the building administrator, which resulted in the action. A conference will be held between the teacher and the administrator prior to the return of the student or students to the teacher's classroom. The only exception to the required conference would be in such instances where a teacher sends a student to the office for a minor offense such as being tardy for class, etc. It shall be the building administrator's responsibility to take appropriate discipline action. Appropriate written records shall be maintained by the building administrator concerning such incidents.
- F. **Conduct** - Shall be administered as outlined by Board Policy JCD. (See Appendix)
- G. **Interrogation and Searches** - Shall be administered as outlined by Board Policy JCABB and JCAC. (See Appendix)
- H. **Student Suspension and Expulsion** - Shall be administered as outlined by Board Policy JDD. (See Appendix)
- I. **Physical Force** - While in the course of his/her employment, a teacher and/or administrator may utilize a reasonable level of physical force on a student to provide protection for himself/herself, other students, and/or professional colleagues.
- J. **Clarification of Board Policies** - It should be noted that policies are Board of Education policies and were not arrived at through any Meet and Confer Session.

Adopted during 1975-76 Meet and Confer Sessions. Effective July 1, 1976
Revised during 2006-2007 Negotiations Sessions.

ARTICLE 5 JOB VACANCY CONSIDERATION

Staff members shall have the opportunity to apply for vacancies that may occur in the school district. All applicants shall follow prescribed procedures as may be established in making such applications.

If job vacancies occur during times that school is not in session, employees will be notified by mail of such.

Adopted during 1975-76 Meet and Confer Sessions. Effective July 1, 1976.
Amended during 1997-98 Meet and Confer Sessions. Effective July 1, 1998

ARTICLE 6 GRADE CHANGES

Prior to a student grade being changed from the original grade recorded by the teacher, the teacher, (if available), will be consulted by the building principal.

Adopted during Negotiations 1999-00

ARTICLE 7 LEAVE

A. SICK LEAVE

One day per month of contract, accumulative to one-hundred twenty (120) days. When use of sick leave is in excess of thirty (30) consecutive days, a written statement from the employee's physician shall be required stating that the employee is not able to return to work. (examples: major surgery, heart trouble, maternity complications)

Sick leave shall be applicable when the employee is ill; however, in case of illness of a member of the employee's immediate family (defined as spouse, children/step-children, parents, grandchildren, brother, sister, or any individual legally dependent upon the employee), 10 days of sick leave may be utilized. Employees who become pregnant or need to have elective surgery while they are under contract shall notify the building principal and will, in turn, schedule a conference with the Superintendent of Schools.

During this conference the employee will make known to the superintendent dates and desired plans for the remaining school year such as:

1. The approximate date she/he would like the sick leave to begin,
2. Whether or not she/he wishes to return to her/his duties during the current school year,
3. The approximate date she/he would be able to return to work.

After considering the foregoing factors the Superintendent shall schedule dates for the temporary leave of absence. If however, at a later date it is determined by the building principal and/or the superintendent of schools that said person can not adequately perform his/her role expectations, the administrative staff may alter the original schedule established. Thirty (30) days of sick leave benefits shall be applicable during the temporary leave period. However if because of health reasons the employee is unable to return at the end of thirty (30) days, extended sick leave will be applicable if a written statement by the employee's physician states that she/he is not able to return to work.

Adopted during 1971-72 Meet and Confer Sessions. Effective July 1, 1972.

Amended during 1978-79 Meet and Confer Sessions. Effective July 1, 1979.

Amended during 1980-81 Meet and Confer Sessions. Effective July 1, 1981.

Amended during 1987-88 Negotiations. Effective July 1, 1988.

Amended during 1990-91 Negotiations. Effective July 1, 1991.

Amended during 1994-95 Negotiations (120 days acc) Effective July 1, 1994.

Amended during 1999-00 Negotiations, 10 days of family leave

Revised during 2006-2007 Negotiations, definition of immediate family

B. PAY FOR UNUSED SICK LEAVE

Teachers will be paid \$30 for each full day of unused sick leave (Not unused personal leave) that would be lost as a result of that teacher having accumulated the maximum allowed one-hundred twenty (120) days of unused sick leave. (Pay for unused accumulated sick leave will not be made except for those days over one-hundred twenty (120) days.) Compensation for unused sick leave will be issued in a separate check on or before June 30.

The total unused accumulated sick leave shall be paid to the employee at \$20 per day for which the employee qualifies at the time of retirement or death (employee's heir).

Article 7 – Leave (continued)

Amended 1987-88 Negotiations.

Amended 1992-93 Negotiations.

Amended 1994-95 Negotiations

Amended 2004-05 Negotiations; \$20 increased to \$30, \$10 increased to \$20.

Moved to follow sick leave clause 2006-2007 Negotiations.

Amended 2007/2008 Negotiations, compensation by separate check.

C. PERSONAL LEAVE

Three days of non-accumulative leave with no deduction in salary, however, prior approval must be received from the Superintendent. Leave shall not be permitted for job interviews, hunting, shopping, activities associated with entertainment or second vocations and business that can be arranged outside the school day. Except in emergency situations, no more than two district staff members in the same building will be permitted to leave on the same day.

Two of the three personal days may be used at the discretion of the certified employee with no reason stated on the leave from except “Personal leave.” However, these days must be taken prior to the final two weeks of the school year, and cannot be taken the day before or the day after a vacation period. It is hoped that these discretionary days will not be used for activities that may be accomplished outside the school day.

All employee leave applications shall be acted upon and respective parties notified within a period of time not to exceed seventy-two hours, excluding holidays, from the time received by the building administrator. The minimum unit of leave shall be no less than one half day and will only be granted upon the availability of an appropriate substitute teacher.

Upon completion of the school year, any unused leave shall be added to the individual teachers accumulative sick leave, provided the total accumulation of sick leave does not exceed the equivalent of 120 days, or paid at the rate of \$30 for each full day. The employee may exercise the option of carrying over one discretionary personal leave day to the following contract year to not exceed four personal leave days.

Adopted during the 1971-72 Meet and Confer Sessions. Effective July 1, 1972.

Amended to include Emergency Leave Bank during the 1976-77 Meet and Confer Sessions. Total policy effective July 1, 1977.

Amended to add five days to Emergency Leave Bank during 1978-79 Meet and Confer Sessions. Effective July 1, 1979.

Amended to add B6 during 1979-80 Meet and Confer Sessions. Effective July 1, 1980.

Amended to change word personal to “employee” and to change “personal business” to “business” during 1980-81 Meet and Confer Sessions. Effective July 1, 1981.

Amended 1986-87 Negotiations - excluding holidays.

Amended 1987-88 Change employee to personal and add “Personal Sensitive” issues.

Amended 1994-95 Clause on principal in-service)

Amended during the 1995-96 Committee Sessions. Effective July 1, 1996. Paragraph on discretion day added.

Amended during the 1997-98 Committee Session. Effective July 1, 1998. Discretionary days increased from one to two.

Amended 2004-05 negotiations. Effective July 1, 2004. Added \$30 per day for unused personal leave.

Revised 2006-2007 Negotiations. Allow one discretionary day carry-over.

D. EMERGENCY LEAVE BANK

1. Certified employees may choose to participate annually in the Emergency Leave Bank by contributing one (1) day of available sick or personal leave to the Bank. The employee shall notify the Central Office during the Section 125 open enrollment period of their decision to participate in the Emergency Leave Bank. New certified employees contracted after the enrollment period may enter into the Emergency Leave Bank during

Article 7 – Leave (continued)

the time of their Section 125 enrollment.

2. During the first year of the leave bank, the Board of Education will contribute 44 days to the bank. In all subsequent years, the Board will contribute 25 days to the leave bank.
3. An employee must have contributed to the Bank in order to request and be eligible to receive days from the Bank.
4. After all accumulated sick leave and personal leave have been exhausted, the maximum withdrawal from the Bank is twenty (20) days per incident.
5. The Emergency Leave Bank Committee will be composed of five (5) members; the Superintendent/designee; the PNEA President/designee; the Building Principal; the Building PNEA Representative, and; the full-time school nurse.
6. The Committee shall consider granting Emergency leave from the Bank for catastrophic or chronic conditions affecting the employee. Pregnancy is excluded unless there are complications falling under the catastrophic and chronic definitions.
7. Decisions of the Emergency Leave Bank Committee shall be final and not subject to the grievance procedure.
8. An employee who is not satisfied with the decision of the District Emergency Leave Bank Committee shall have the right to address within 10 working days the District Emergency Leave Bank Committee and may be accompanied by an Association representative(s).
9. In order to remain in the Bank a member must contribute one additional day when the Bank total falls below one hundred (100) days, except within the last thirty (30) calendar days of the contract year.
10. Unused Emergency Leave Bank days will carry into the next year. Carryover amounts do not preclude the annual contribution requirement.

Amended 1987-88 Change Emergency Bank to new article.

Revised 2006-2007 Negotiations.

E. FUNERAL LEAVE

Five (5) days of non-accumulative leave applicable to relatives of staff member and/or spouse; up to one day of the five to be allowed for persons other than family.

Adopted during 1971-72 Meet and Confer Sessions, Effective July 1, 1972.

Amended to include daughter-in-law, son-in-law and grandchildren during 1978-79 Meet and Confer Sessions. Effective July 1, 1979.

Amended to include blood-line relatives during 1979-80 Meet and Confer Sessions. Effective July 1, 1980.

Amended to include words “ and/or spouse” during 1980-81 Meet and Confer Sessions. Effective July 1, 1981.

Amended to delete “Blood-line” during 1984-85 Meet and Confer Sessions. Effective July 1985.

Amended to add “---one day for persons other than family” Negotiations 1987-88.

Article 7 – Leave (continued)

F. ASSOCIATION LEAVE

At the beginning of each school year, the organization or association that receives recognition by the Board of Education as the exclusive representative shall be credited with five (5) days to be used by certified staff members. The association president agrees to notify the Board of Education no less than 72 hours prior to requested date for a leave of absence. All such leaves shall be in conjunction with association business.

If additional days are needed, the president of the association shall meet and confer with the superintendent, and if warranted, additional days will be granted.

Adopted during 1974-75 Meet and Confer Sessions. Effective July 1, 1975.

Amended during 1979-80 Meet and Confer Session to 1/200 deduction. Effective July 1, 1980.

Amended during 1980-81 Meet and Confer Sessions by adding word "president" after the word association. Effective July 1, 1981.

Amended during 1988-89-Negotiations-Adding two (2) days Professional leave.

Amended during 1994-95 Negotiations adding- If additional days are needed.

G. LEAVE OF ABSENCE - CURRICULUM IMPROVEMENT

Teachers may request a leave of absence for the purpose of teachers visiting outstanding schools, attending workshops and conferences relating to curriculum improvement. When making such request, the teacher shall submit a Leave Request form to the building principal and assistant superintendent, which requests the following information:

1. Date leave of absence requested
2. Location of conference, workshop or school to be visited
3. Reason for request
4. Estimated expenses, such as:
 - a. Mileage
 - b. Fees
 - c. Meals
 - d. Lodging

Said leave shall be requested at least seven days prior to the expected absence. When considering applications for curriculum leave, the following will be considered:

- a. Availability of funds
- b. Appropriateness of request in regard to USD 382 curriculum thrust.
- c. Number of curriculum leave applications approved to-date.
- d. All leave of absence requests will be reviewed by the Superintendent of Schools.

The superintendent or designee shall have the authority to grant leaves not to exceed two (2) consecutive school days for any employee during any school year. Teachers making applications for curriculum leave will be notified of acceptance or denial within forty-eight hours of receipt of the request.

Adopted during the 1974-75 Meet and Confer Sessions. Effective July 1, 1975.

Amended to include more specific procedures and number of days allocated during 1977-78 Meet and Confer Sessions. Effective July 1, 1978.

Amended 1982, Effective 7-1-82.

H. ADOPTIVE LEAVE

A teacher may use up to 10 days of his or her sick leave for the purpose of adopting a child. In the event both spouses of the family are employed by USD 382 only one spouse may use sick leave for adoption purposes.

Article 7 G & H adopted during 1986-87 Sessions

Article 7 – Leave (continued)

I. SABBATICAL LEAVE

1. The purpose for such a leave is for professional development.
2. The employee would be eligible after a minimum of seven consecutive years in USD 382.
3. The employee seeking sabbatical leave will submit a plan of study to the building principal, and, with Superintendent approval, will be forwarded to the BOE for final approval. Approval is subject to finding a suitable replacement. No more than two percent of the certified district faculty at any one time will be granted sabbatical leave.
4. The plan will include the following: the length and dates of leave (not to exceed one year), an outline of study, and a professional goal statement. Application must be made prior to March 1 of the year immediately before the requested leave. Documentation of successful completion of the plan of study will be presented to the superintendent of schools to be eligible for reinstatement to the prior position. If a medical/personal hardship exists that causes non-completion of the plan, a committee made up of three (3) members chosen by P-NEA and three (3) members chosen by the superintendent will hear the individual appeal and will determine if a waiver is appropriate.
5. The employee, seeking sabbatical, will submit a letter of intent to return to his/her position for a minimum of one year.
6. The employee, seeking sabbatical, would be eligible to purchase the district's insurance during the sabbatical (COBRA) at his/her expense.

Adopted during 00-01 Negotiations

J. FAMILY AND MEDICAL LEAVE PLAN

Family and medical leave as required by federal law shall be granted for a period of not more than 12 weeks during a 12-month period. For purposes of this policy, a 12-month period shall be defined as a fiscal year beginning on July 1 and ending the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for a birth or adoption of a child or to care for a child with a serious health condition.

Leave is available because of (1) the birth of a son or daughter of the employee and to care for the son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) the need to care for a spouse, son, daughter or parent of the employee because of a serious health condition; or (4) a serious health condition of the employee that prevents the employee from performing the job functions. (Leave for reason 1 or 2 must be taken within 12 months of birth or placement.)

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, sick or disability leave that is available for use because of the reason or the leave, the paid leave shall be used first and counted toward the annual family and medical leave. The superintendent will notify the employee of the beginning date of family and medical leave and the amount of the employee's accrued paid leave designated as family and medical leave.

The employee is eligible for family and medical leave upon completion of 12 months of service in the district and employed at least 1250 hours during the preceding year.

During the period of any unpaid family and medical leave the board shall continue to pay the employer's share of the cost of group health benefits in the same manner as paid immediately prior to the leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on the payroll date, or other time as the employee and superintendent may agree. The board may terminate group health coverage if the employee payment is not received within 30 days of the due date.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of:

1. The reasons that leave will count as family and medical leave,
2. Any requirements for medical certification

Article 7 – Leave (continued)

3. Employer requirement of substituting paid leave,
4. Requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share.
5. Right to be restored to same or equivalent job,
6. Any employer required fitness-for-duty certifications.

Family leave (reasons 1 or 2) may not be used intermittently or on a part-time basis without the prior approval of the superintendent.

The superintendent may require an instructional employee to continue leave until the end of a semester if the leave begins more than five (5) weeks before the end of a semester, lasts more than three (3) weeks and the return would occur during the last three (3) weeks of the semester.

If the leave is for a reason other than the employee's serious health conditions, the superintendent may require an instructional employee to continue leave until the end of a semester, if:

1. The leave begins in the last five (5) weeks of a semester, will last more than two (2) weeks and the return to work would occur in the last two (2) weeks of a semester, or,
2. The leave begins in the last three (3) weeks of a semester, and lasts more than five (5) days.

K. ASSAULT LEAVE

If a certified staff member is hospitalized or at home under doctor's orders due to a physical assault arising out of and in the course of employment as covered by Workers Compensation, no loss of pay or accumulated leave time will occur. District insurance, KPERS, or Social Security disability will be primary in paying this benefit. If pay from the primary provider is less than salary, the district will pay the difference.

The estate of a deceased employee is not entitled to this benefit. If the staff member has been declared permanently disabled and receives disability benefits, she/he will no longer be eligible for this benefit.

K. Adopted during 2003-04 Meet and Confer Sessions

ARTICLE 8 SALARY REDUCTION

A. SALARY REDUCTION

Pratt USD 382 shall establish a program in conformity with Section 125 of the Internal Revenue Code of 1934, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service for Salary Reduction. Any employee may reduce his/her salary by an amount up to the Statutory limit on non-taxable benefits as set forth in the program. The employee may make any salary reduction request by September 1 or January 1. Reductions shall remain in force throughout the remainder of the plan year (Oct. 1 through Sept. 30) or upon termination of employment with the district, whichever occurs first. Items by which the employee may reduce his/her contract are as follows:

1. Health Insurance
2. Cancer Insurance
3. Salary Protection Insurance
4. Group Life Insurance up to \$50,000
5. Dental Insurance
6. Dependent Care
7. Un-reimbursable Medical Expenses (Any administration expense shall borne by the member using this benefit.)

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

Article 8 – Salary Reduction (continued)

employment status of a teacher or their spouse).

Adopted during the 1973-74 Meet and Confer Sessions. Effective July 1, 1974.

Amended during 1976-77 Meet and Confer Sessions. Effective July 1, 1977 to include annuity option. Amended during 1978-79 Meet and Confer Sessions to increase benefit from \$30.00 to \$40.00. Continuation of American Fidelity Option.

Amended during 1979-80 Meet and Confer Sessions to increase benefit from \$40.00 to \$50.00.

Amended 1995-96 Negotiations

Effective July 1, 1980.

Amended during 1980-81 Meet and Confer Sessions in increase benefit from \$50.00 to \$65.00.

Effective July 1, 1981.

Amended during 1981-82 Sessions to increase benefit from \$65.00 to \$70.00. Effective July 1, 1982.

Amended during 1982-83 Sessions to increase benefit from \$70.00 to \$85.00. Effective July 1, 1983.

Amended during 1983-84 Sessions to increase benefit from \$85.00 to \$93.50. Effective July 1, 1984.

Amended during 1984-85 Sessions to increase from \$93.50 to \$101.00. Effective July 1, 1985.

Amended during 1985-86 Sessions to increase benefit from \$101.00 to \$105.00. Effective July 1, 1986.

Amended during 1986-87 Sessions to increase benefit from \$105.00 to \$109.00. Effective July 1, 1987.

Amended from 1987-88 negotiations from Fringe Benefit to Salary Reduction and Salary

Reduction for Annuities Increase Benefit from monthly \$109.00 to annual \$1,363.00 to be added to teacher's salary. Amended during 1988-89 negotiations to increase benefit from \$1,363.00 to \$1,424.00 annually to be added to teachers salary.

Amended during '90-'91 to increase from \$1,454 to \$1,552.

Amended during '91-'92 to increase from \$1,552 to \$1,680.

Amended during '92-'93 to increase from \$1,680 to \$1,820.

** \$1,680 applies to those who choose not to subscribe to Pratt USD 382 group health insurance plan.*

***\$1,820 applies to those who subscribe to Pratt USD 382 group health insurance plan.*

Future increases in "fringe" will only be applied to a USD 382 group health insurance plan.

Amended 1994-95 Increase from \$1820 to \$1840 (see above explanation)

Amended 1995-96 to follow defined benefit (Section C)

Amended 2004-05 negotiations to change salary reduction request dates.

Amended 2007-08 negotiations to change salary reduction request dates.

B. TAX-SHELTERED ANNUITIES

1. The Board shall transmit Tax-sheltered annuity funds on behalf of its employees pursuant to K.S.A. 72-8602. A committee will be established to create and monitor implementation of the district plan documents for 403(b) tax sheltered annuity offerings. The committee will be composed of nine (9) members; the Superintendent/designee and two representatives from the administration team; the P-NEA president and two certified staff representatives as chosen by the president and; three (3) classified staff members.
2. Employees may request a separate salary reduction agreement for the purpose of contributing to a tax-sheltered annuity. The Board shall allow its employees to adjust their contributions two times each school year by giving notice to the Board. Dates of notice will be established by the section 403(b) Plan Administrator and the Board of Education to correspond with appropriate payroll and enrollment dates (Appendix A).

Amended 1987-88 Negotiations. Amended 1996-97 Meet & Confer. Effective July 1, 1997.

Amended 2004-05 to add reference to Appendix A

Amended 2007-08 addition of committee.

Article 8 – Salary Reduction (continued)

C. HEALTH INSURANCE BENEFIT

The Board of Education shall contribute an amount equal to 95% of a basic core single premium per month to each full-time teacher, or a proportional amount if less than full-time, to be applied toward a single membership in the Board of Education selected health insurance program. If both spouses are employed as teachers in the district, the benefit for each spouse may be applied to the purchase of a family membership. Contributions toward health insurance under this statement shall never be greater than total premium. Further, the Board of Education shall contribute an additional 59% of a basic core single premium per employee, per month toward an employee plus dependant membership in the district's sponsored health insurance plan. There is no cash in lieu of these options.

At such a time a health insurance divisible surplus is received from the district health insurance provider, the district will notify the P-NEA President within 5 school days. The P-NEA President and the Superintendent will determine the distribution of monies to the subscribers.

Revised in 2006-2007 Negotiations to remove State Health Insurance and establish new percentage benefits effective January 1, 2007.

Amended during 2008-09 Negotiations – paragraph on divisible surplus added.

D. FLU SHOTS or BLOOD TESTS

The board shall contribute \$20.00 per year for each employee who opts to take flu shots or diagnostic blood tests. A voucher of expense, up to the allowable \$20.00, shall be filed by the employee for reimbursement.

Added 1995-96 Negotiations- C. Defined Benefit

Amended during 1996-97 Meet and Confer Sessions, Effective July 1, 1997

Amended during 1998-99 Meet and Confer Sessions,

Amended during 1999-00 Negotiations. Effective July 1, 2000 - Increase \$35.00 health contribution to \$70.00

Amended 2001-02 Negotiations - Defined Benefit Grandfather Provision and State Health Insurance and Blood Test Added

Revised 2006-2007 Negotiations from \$15 to \$20.

ARTICLE 9 PLANNING TIME

In order to provide individual planning time to all buildings and facilitate the more efficient use of provided time, all buildings shall be dismissed at 1:30 p.m. on the last day of the first, second, and third nine weeks. The time parameter for these planning periods shall be from 1:30 p.m. to 3:30 p.m. On the last full day of school students will be dismissed at 11:30 and planning time shall be provided from 1:00 p.m. to 3:50 p.m. If agreed upon by the individual teacher and the building administrator, the teacher may be dismissed prior to 3:30 p.m.

The emphasis of these planning times shall be upon individual classroom teacher planning and upon the administrative duties involving student grading and evaluation. These planning times may, however, be utilized for departmental meetings, level meetings, or other district activities provided it is agreed upon by a majority of the faculty and administration.

Adopted during 1974-75 Meet and Confer Session. Effective July 1, 1975.

Amended during 1977-78 Meet and Confer Sessions to modify the schedule for the month of January from the third or fourth Wednesday to the Friday to the end of the first semester.

Amended 1987-88 Negotiations.

ARTICLE 10
ADDITIONAL CONTRACT AND QUALITY PERFORMANCE ACCREDITATION WORK

A. Additional Contracts

Twenty weeks of additional contracts.

B. Criteria

Interested instructional staff members shall make application before May 1 of each year. (Application forms shall be prescribed by the Superintendent of Schools). Teachers shall have at least two (2) years of in-district teaching experience or one (1) year of in-district experience provided the teacher has at least three (3) years out-of-district experience.

Instructional staff with BS+15 or above shall receive first consideration, however, other staff members shall receive consideration. Instructional staff members shall have on file a signed contract for the next school term. Instructional staff members shall be recommended by the building administrator(s). Superintendent of Schools may designate suggested curriculum areas of study. Instructional staff members shall receive final approval from the Superintendent or his designee and a committee consisting of one faculty member appointed by the PNEA President and one member of the instructional staff appointed by the administration. Unanimous approval of the three member committee is required. Should a unanimous consensus not be reached, the Superintendent shall make the final determination.

The number of summer assignments shall depend on the availability of funds. As to the number of summer assignments available to staff in each building, said number shall be determined on the basis of enrollment as nearly as possible.

For Example:	USD No. 382	20 Assignments	
		Senior High	6 weeks of summer assignments
		Liberty	5 weeks of summer assignments
		Elementary	9 weeks of summer assignments

Salary shall be in accordance with the following schedule: A teacher will receive \$20.00 an hour for additional contract work. Compensation for additional contracts will be paid in one installment on or before September 10 of the same calendar year. Teacher assignments for additional contracts are five (5), eight (8) hour days per week. Those hours may be between 8:00 a.m. and 4:00 p.m. with no lunch hour or 8:00 a.m. to 5:00 p.m. with an hour lunch.

C. Criteria & Compensation for Quality Performance Accreditation (QPA) and North Central Accreditation (NCA) Committee Work

1. Instructional staff members shall be recommended by the building administrator(s).
2. Superintendent of Schools may designate areas of study.
3. Compensation would be paid for time outside the contractual responsibility (before 8 A.M. and after 3:50 P.M.)
4. For curriculum approved conference seminars where expenses are paid by the district there would be no compensation.
5. Five substitute days will be allocated to each attendance center for use during the year as designated by the building administrator for use with committee work directly associated with QPA/NCA school improvement.
6. An annual amount published along with other building budgets will be allocated district wide and distributed to the attendance centers on a equal FTE allotment for use during the year as designated by the building administrator for use with committee work directly associated with QPA/NCA school improvement. The rate per hour for QPA/NCA work outside of contractual time will be reimbursed at the rate of \$20.00 per hour. The total amount expended for this reimbursement will never exceed allocated amount received by each building for this purpose as stated above. The following committees are covered by the items in this paragraph:

QPA/NCA Building Improvement Committee

Article 10 – Additional Contract and QPA Work (continued)

QPA/NCA Target Area Committees
QPA/NCA School Profile Committee

7. District Steering Committee and the Professional Development Council will be reimbursed at the rate of \$20.00 per hour for work outside the contractual time. The total amount allowed for these two committees will be outside the building allocation mentioned above. These committee meetings will be scheduled by the district office, annually.

Adopted during 1972-73 Meet and Confer Sessions. Effective July 1, 1973.

Amended to include payment on September 10 during 1976-77 Meet and Confer Sessions. Effective July 1, 1977.

Amended during 1978-79 Meet and Confer Sessions. Effective July 1, 1979.

Amended during 1980-81 Meet and Confer Sessions to include a three-member committee for recommending extended contracts. Effective July 1, 1981.

Amended during 1991-92 Meet and Confer Sessions. Effective July 1, 1992.

Amended during 1992-93 Meet and Confer Sessions, Effective July 1, 1993.

Amended during 1996-97 Meet and Confer Sessions, Effective July 1, 1997

“Summer assignments” amended to \$15.00 per hour, during 2002-03 negotiations.

Amended during 2005-06 Negotiations. \$20.00 per hour and removal of chairperson hourly pay.

**ARTICLE 11
COMPENSATION**

A. Requirements for Movement on Salary Schedule

The Professional Development Council will approve professional development points on individual plans completed annually by all certified teaching staff. Points earned beginning with the 1991-92 school year shall be accepted for movement on the salary schedule at a rate of 20 points = 1 hour. The board may accept in-service points for new teachers employed by the board but such points shall be limited to those points earned during the school year immediately preceding the school year such teacher is first employed by the board.

Points and hours earned toward advancement on the salary schedule may be used only once toward

advancement at each degree level. No movement shall be made on the salary schedule if a teacher’s license is delinquent or suspended.

Advancement to the “BS + 15” column requires fifteen graduate hours (or the equivalent in points) in the assigned teaching field or college credit courses which have been approved by the administration.

Advancement beyond the eighth step of the “B.S. + 15” classification requires graduate hours (or points) applicable and approved for an advanced degree as presently outlined and approved by the teacher’s parent college and on file in the employee personnel file.

Advancement to the “B.S. + 25” column requires graduate hours applicable and approved for an advanced degree presently outlined and approved by the teacher’s parent college and on file in the employee personnel file.

Adopted during 1975-76 Meet and Confer Sessions. Effective July 1, 1976

Amended to “approved” points during 2002-03 negotiations.

Revised during 2006-2007 Negotiations to clarify horizontal movement and application of PDC points and hours.

B. Pay Date

The pay date of an employee shall be the twenty-fifth (25th) day of each calendar month beginning in September. New employees will receive a three-hundred sixty dollar check, which will be deducted from the teacher’s gross salary in amounts of \$30.00 per month for twelve months. The three-hundred sixty dollar payroll

Article 11 – Compensation (continued)

check less applicable taxes will be payable on August 25th of each year.

*Adopted during 1976-77 Meet and Confer Sessions. Effective July 1, 1977.
Revised payment date for new employee pay option in 2006-2007 Negotiations.*

C. Supplemental Salary Schedule

See pages 22-24.

D. Credit for Experience Outside Pratt USD 382

Experience credit for new hires shall be granted on a year for year basis except when:

1. The prior experience has been in a field different from the field in which the teacher will be assigned in USD 382 or
2. There has been an interruption in the experience.
3. In the event either or both of the above occur then the Administration may apply the following:

Experience	Increments
1	1
2-3	2
4-5	3
6-7	4
8-9	5
10-11	6
12-13	7
14 & above	8

*Adopted prior to 1971-72. Effective July 1, 1971.
(N) Adopted March 22, 1976
Amended 1987-88 Negotiations Amended 1990-91 Negotiations
Amended 2001-02 Negotiations*

E. Cancellation or Change of Teacher Contract

1. That cancellation or change of this contract shall be permitted only upon the mutual consent of the teacher and Board. Said teacher may be released from the contract only after a satisfactory replacement is secured. The damage clause for breaking a contract agreed upon through negotiations and herein stated shall be in effect at the issuance of the contractual period:

From May 16 through June 151%
From June 16 through July 152%
From July 16 through August 153%
From August 16 and thereafter4%

2. Exception to the damage clause for staff resignations due to pregnancy, child adoption, or job change of spouse requiring relocating in another community, could be granted subject to review and approval by a committee of three individuals (one appointed by administration, one appointed by P-NEA President, and one appointed by teacher involved) and approval by USD 382 Board of Education.

F. Salary Deduction

In order to make professional dues easier to pay, teachers may notify the president of the local teachers association prior to September 15 of each year to withhold their annual professional dues in ten (10) equal payments. The President of the P-NEA will provide a list of said teachers to the district business office. Dues will be withheld from October through July.

Article 11 adopted during 1970-71 Meet and Confer Sessions. Effective July 1, 1971.
Amended to add Item I during 1978-79 Meet and Confer Sessions. Effective July 1, 1979.
Amended to add Item H2 during 1979-80 Meet and Confer Sessions. Effective July 1, 1980.
Amended to change number of equal payments for annual professional dues to ten (10) (Item I). Effective July 1, 1980.
Amended to include word change in H2 during 1980-81 Meet and Confer Sessions. Effective July 1, 1981.
Amended Article 11 A to conform more closely with certification standards. June 1982.
Amended Article D during negotiations session 1990-91. Effective July 1, 1991.
Amended during 2001-02 Negotiations.
Amended to allow staff members over age 60 to advance on schedule during 2005-06 negotiations.

Faculty members on nine and one-half (9 1/2) months contracts are to be paid one-eighteenth (1/18) of their contract. Faculty members on ten month contracts are to be paid one-ninth (1/9) of their contract. Eleven month contracts would be two-ninths (2/9).

Compensation for extended year contracts will be paid in prorated monthly installments with the regularly scheduled payroll.

Adopted during the 1981-82 Meet and Confer Session. Effective July 1, 1982.
Adopted during the 1982-83 Meet and Confer Session. Effective July 1, 1983.
Adopted during the 1983-84 Meet and Confer Session. Effective July 1, 1984.
Amended during 2002-03 Negotiations. Effective July 1, 2002.
Amended during 2005-06 negotiations to remove September 10 payment date for extended contracts.
Moved advancement requirements to Item A in Negotiations 2006-2007.

**SUPPLEMENTAL SALARY SCHEDULE
CO-CURRICULAR**

SENIOR HIGH SCHOOL:

ACTIVITY	HEAD	ASST
Football	10.0%	7.0%
Basketball	10.0%	7.0%
Track	10.0%	6.0%
Wrestling	10.0%	7.0%
Instrumental Music	9.0%	6.0%
Baseball/Softball	9.0%	6.0%
Volleyball	9.0%	6.0%
Freshman Football	7.0%	6.5%
Freshman Basketball	7.0%	6.5%
Vocal Music	7.0%	4.0%
Tennis	7.0%	5.0%
Cross Country	7.0%	5.0%
Assistant Activity Director **	6.0%	
Debate	7.0%	4.0%
Golf	6.0%	4.0%
Fall Sports Cheerleader Sponsor	7.0%	4.0%
Winter Sports Cheerleader Sponsor	7.0%	4.0%
Freshman Volleyball	6.0%	4.0%
Forensics	7.0%	4.0%
Pep Club Co-Sponsors (each)	3.0%	
Publications	3.0%	
Major Musical Head	3.0%	1.0%
Kayettes	2.5%	
State Scholarship Bowl	2.0%	
Student Council Sponsor	2.0%	
National Honor Society Sponsor	2.0%	
Faculty Council Member of NHS	1.0%	
Math (SIGMA) Club	1.0%	
FCCLA	2.0%	
Eco-Meet	2.0%	
TSA	2.0%	
FBLA	1.0%	
Bot-Ball/Robotics	2.0%	
Science Olympiad	1.0%	
QPA/NCA Chairperson	5.0%	

Activity assignments determined by activity responsibilities and/or participation numbers.

**Assistant Activity Director may be split to 2% for fall, 3% for winter and 1% for spring.

Unless otherwise stated, co-sponsors will split the supplemental percentage, equally.

Article 12 - Salary Schedule (continued)

LIBERTY MIDDLE SCHOOL:

ACTIVITY	HEAD	ASST
Track	7.0%	4.5%
Football	6.5%	4.5%
Basketball	6.5%	4.5%
Volleyball	6.5%	4.5%
Wrestling	6.5%	4.5%
Cheerleader Sponsor	5.0%	3.0%
Vocal	3.0%	
Science Olympiad	1.0%	
Builder's Club	2.0%	
QPA/NCA Chairperson	5.0%	

ELEMENTARY SCHOOLS:

ACTIVITY	HEAD	ASST
Vocal	3.0%	
QPA/NCA Chairperson (1 per school)	5.0%	

Activity assignments determined by activity responsibilities and/or participation numbers. Unless otherwise stated, co-sponsors will split the supplemental percentage, equally.

Adopted during 1977-78 Meet and Confer Sessions, Effective July 1, 1978.

(N) Board of Education Policy Book Adopted, March 27, 1978.

Amended during 1978-88 Session. Effective July 1, 1988.

Amended during 1990-91 Session. Effective July 1, 1991.

Amended during 1995-96 Session. Effective August 19, 1996.

Amended during 1997-98 Session. Effective July 1, 1998

Amended during 1998-99 Session. Effective August, 1999

Amended during 1999-00 Negotiations. Effective July 1, 2000

Amended during 2000-01 Negotiations.

Amended during 2001-02 Negotiations

Faculty Council added during 2003-04 Negotiations

Fall/Winter Cheerleader Sponsor added during 2004-05 Negotiations

Amended during 2005-06 Negotiations. Added co-curricular clubs and NCA/QPA Chairs.

Amended during 2008-09 Negotiations. Changed title from Bot-ball to Bot-ball/Robotics.

INTRAMURALS

Liberty Middle School:

ACTIVITY	TIME PERIOD	PLACE	DURATION	COMPENSATION
Flag Football	Sept. - Oct.	8th & High/Zerger	10 Days	1.5% - Director 75.00 - Student Asst.
Volleyball	Sept. - Oct.	Municipal/LMS	10 Days	1.5% - Director 75.00 - Student Asst.
Boy’s BB	March	Municipal/LMS	5 Days	1.0% - Director + Student Asst. (4) @ \$50.00 each
Girl’s BB	March	Municipal/LMS	5 Days	1.0% - Director + Student Asst. (4) @ \$50.00 each
Wrestling	End of PHS	PHS/LMS	5 Days	1.0% - Director 50.00 - Student Asst.
Tennis	End of PHS	Graves Complex	5 days	1.0% - Director \$50.00 - Student Asst.

Adopted during 1982-83 Sessions. Effective July 1, 1983
Amended during 1995-96 Sessions. Effective August 19, 1996
Amended during 1998-99 Sessions. Effective August 1999
Amended during 1999-00 Negotiations. Effective July 1, 2000

SUPPLEMENTAL SALARIES - SCHOOL FUNCTIONS

Commencing with the 1996-97 school year, the athletic director shall submit to the building principals and the Superintendent of Schools a proposed budget for duties performed by school personnel outside the school day with regard to time-keepers, admission personnel, etc. for their approval. The budget shall be categorized by activity. Specifically, the activities involved will be KSHSAA sanctioned events in Grades 8-12 and K-12 approved supervisory assignments unrelated to the teacher’s contractual assignment. Maximum stipend shall be \$15.00 per hour for the actual time worked. All payments will be made from the specific activity budget involved. Furthermore, no coach/sponsor shall be paid beyond their contracted supplemental amount to work or supervise at a school activity for which they are the coaching/sponsoring or during the time that they are supervising athletes/participants as part of their coaching/sponsoring assignment.

All payment of salaries shall be subject to the final approval by the principal involved in the activity.

Article 12 – Salary Schedule (continued)

Adopted during 1977-78 Meet and Confer Sessions. Effective July 1, 1978.

(N) Board of Education Policy Book Adoption - March 27, 1978

Amended during 1979-80 Meet and Confer Session. Effective July 1, 1980

Amended to change maximum stipend from \$8.00 to \$10.00 during 1984-85

Meet and Confer Sessions. Effective July 1, 1985.

Amended language and changed maximum stipend from \$10.00 to \$5.00 per hour during 1995-96 Meet and Confer Session. Effective August 19, 1996

Amended 1996-97 Meet and Confer Session, Minimum Wage Law change, Effective Sept. 1, 1997

Amended in 2005-06 Negotiations to pertain to all coaches/sponsors and establish \$15 hourly rate.

**ARTICLE 12.5
COMPENSATION FOR SUMMER SCHOOL**

The Board of Education may determine that summer school or summer courses, to include Driver's Education, as needed, shall be offered under the following conditions:

1. The Board shall determine the length of time and hours per day that school shall be in session. Eight hours shall be considered a full day including up to one hour for planning.
2. The Board shall determine what subjects are to be taught and at what level.
3. The Board reserves the right to employ any qualified teacher to teach the program.
4. Pay shall be determined by dividing the individual teacher's placement on the salary schedule in effect on June 1 of the year summer school is to be taught by 188 days. That figure shall then be multiplied by the number of hours to be employed each day and then divided by 8 to determine a daily rate. The daily rate shall then be multiplied by the number of days to be worked to determine the amount to be paid to the teacher.
5. Certified summer school teachers currently not under contract with Pratt USD #382 will be compensated using the calculation in item 4, with the base of the salary schedule as the placement, regardless of experience or education.
6. Neither leave benefits nor fringe benefits shall be a part of conditions of employment for the summer school program.

Adopted during 1982-83 Sessions. Effective July 1, 1983.

Supplemental Salaries - School Functions - continue

Amended during Negotiations 2005-06 to include Driver's Ed and teacher salary schedule placement as base.

**ARTICLE 12.6
OTHER COMPENSATION**

A. SUSPENSION SUPERVISION

Teachers who are employed to supervise the suspension room, outside the contracted hours of 8:00 a.m. to 3:50 p.m., will receive \$15.00 per hour as supervisor. Administrators will manage the schedule to provide for no less than one-half hour increments.

B. HOMEWORK AND TUTORING SUPERVISION

Teachers who are employed to conduct homework or tutoring sessions, outside the contracted hours of 8:00 a.m. to 3:50 p.m., will receive \$20.00 per hour. Administrators will manage the schedule to provide for no less than one-half hour increments.

Article 12.6 – Other Compensation (continued)

C. PAY FOR SUBSTITUTING DURING PLAN PERIOD

The district will pay teachers who are requested by the building administrator, or designee, to use plan time to substitute for another teacher who is absent due to a USD 382 school activity or illness. A certified employee with no scheduled planning period will be compensated for up to one plan period or one hour per day. The pay will be equivalent to existing substitute teacher rates of pay but no less than \$20 per clock hour.

D. PAY FOR ADMINISTRATOR INITIATED TRANSFERS

The district will pay teachers at the rate of \$20.00 per hour for time used to become familiar with new curriculum and planning time due to administrator initiated transfers made after May 31 of the current school year for the following school year or within two weeks of the conclusion of the first semester for second semester classes. Teachers are eligible for up to five days (40 hours) of pay. These administrator-initiated transfers include grade level or assignment changes as well as transfer from one building to another.

Teachers who are asked to relocate classrooms after May 31 or within a 2 week time period during the school term, without a change in curriculum, will be reimbursed for up to 10 hours of pay at a rate of \$15.00 per hour.

Logs of hours worked shall be submitted to the building principal. Payment will be made with the next regularly scheduled payroll.

E. TUITION REIMBURSEMENT

Beginning September, 2001, and upon mutual agreement between the certified teacher and district administration, a teacher requested by administration to complete college graduate credits to earn an additional degree or acquire additional certification in a specific subject/course/grade level will be reimbursed for tuition and fees. The teacher must agree to complete the coursework. To be eligible for reimbursement, the teacher:

1. Shall be requested in writing by administration, and
2. Shall have written approval from district administration of a satisfactory program of study from a district approved post-secondary institution, and
3. Shall provide a transcript or other written documentation acceptable to the Superintendent to show successful completion of the credit hours, and
4. Must sign an agreement to remain teaching in USD 382 for a period of at least two years after completing certification or degree.
5. Must complete the prescribed plan within three years of the date of the agreement (for all plans written after September, 2007).

Reimbursement will be made when #3 has been approved by the Superintendent. In the event items #4 and #5 are not met, the teacher will submit a payment to the district for reimbursement of all payments made on the agreement. Reimbursement to the district may be waived or delayed by the district if the teacher experiences unforeseen circumstances that prevent them from fulfilling the 2 year agreement or completing the program in 3 years. These circumstances may include, but are not limited to spouse transfers, serious illness, or death in the immediate family. Arrangements for payroll deduction to meet this repayment requirement may be made with the Superintendent.

Amended 2007-08 Negotiations, item #5 and repayment to district for non-completion of agreement added.

F. DISTRICT-LEVEL ASSIGNMENTS

Teachers selected to work on district level assignments as determined by the Superintendent, or designee, and meeting the following criteria, may be paid \$20.00 per hour:

1. Only curriculum work approved in advance by the Superintendent, or designee, will be compensated.
2. The work must be completed outside the normal contract hours of 8:00-3:50.
3. Compensation will not be paid when PDC points are being earned.

Article 12.6 – Other Compensation (continued)

G. PEER ASSISTANCE AND MENTORING

During 2002-03 negotiations, \$25.00 was added to the base for the purpose of compensating all teachers for their professional responsibility to mentor new and veteran staff.

H. BONUS PAY FOR NEW TEACHER

The Board reserves the right to offer a signing bonus of up to \$4000.00 to a new teacher in a discipline the Board determines has a shortage of available teachers. The bonus will be paid in two installments with one-half being paid in September of the first year, and the remaining one-half being paid in September of the third year, if the teacher is still teaching in USD 382. The bonus payments will be clearly stated on the teacher's first contract and third contract. The bonus payments will be issued in a separate check.

Amended 2007-2008 Negotiations, contract statements and issuance of separate check.

I. PAY FOR NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS CERTIFICATE

The Board will pay a one-time stipend of \$1,200.00 to any teacher receiving NBPTS certification.

Adopted during 2008-09 Negotiations.

J. EARLY NOTIFICATION STIPEND

If a teacher applies for any qualifying KPERS retirement by giving early written notice to the Clerk of the Board, the Board of Education agrees to pay a one-time stipend:

\$1000.00 if the employee notifies on, or before, January 1, or

\$500.00 if the employee notifies on, or before, February 1.

The stipend will be issued in a separate check on or before January 20th or February 20th respectively.

Amended 2007-08 Negotiations, separate check and dates of issuance.

K. AUTOMOBILE ALLOWANCE

Mileage reimbursement will be paid when a personal vehicle is used for instructional purposes at the request of administration. Reimbursement will be at the State of Kansas rate as adopted by the Board of Education annually. Reimbursement will be based off of a log submitted by the employee allowing the shortest route between buildings. The logs will be submitted to the clerk. Payment for each semester will be made following the board meeting in January and June.

Adopted during 1997-98 Negotiations,

B., C. and D. added 2001-02 Negotiations,

B. amended to add "illness", C. amended to \$15.00 per hour, and E., F., G., and H. added during 2002-03 negotiations.

G. Amount amended from \$2000 to \$4000 during 2003-04 Negotiations

I. added 2003-04 Negotiations

Amended during 2005-06 Negotiations to reflect \$20 per hour curriculum-related pay.

I. Amended 2007-08 Negotiations, logs and reimbursement guidelines.

L. MATCHING INVESTMENT FUNDS

The district will match certified staff members contribution to an annuity up to \$1000.00 per year for those staff members not covered under the districts early retirement plan and who have a minimum of 12 years of continuous service to the district.

Effective July 1, 2007

ARTICLE 13 NOON HOUR DUTY

A. Elementary Schools

PROPOSAL: Employ five (5) non-certified staff at each of the elementary schools in Pratt as follows
One (1) Supervisor - One hour
Four (4) Supervisors - One and one-half hours each day

LOCATION OF SUPERVISORS IN EACH ELEMENTARY SCHOOL IN PRATT:

Playground: Two (2) will be employed for 1 1/2 hours
Playground/Lunchroom: One (1) to be assigned at the discretion of the principal and will be employed for one hour

Amended Negotiations 1987-88

Amended Negotiations 2006-2007

B. Intermediate School And Senior High School

Two (2) certified staff members (from the present staff) of each building will be employed to supervise students at such time they are in the Cafeteria. Noon Hour Duty personnel will be offered school lunches at no cost. The stipend shall be 2.5% of the supervisor's base salary, on the following basis: (1) sufficient number of staff members request said duty, and, (2) the individual teaching schedule may be altered to allow the teacher(s) to have a planning period during lunch. It shall be the responsibility of the teacher(s) to supervise students to and from the Cafeteria. In the event that a sufficient number of certified staff members cannot be employed due to the lack of interest on the part of the staff and/or scheduling problems cannot be resolved, the teacher(s) shall be responsible for their respective students in the Cafeteria.

Adopted during 1972-73 Meet and Confer Session. Effective July 1, 1973.

Adopted during 1976-77 Meet and Confer Sessions. Effective July 1, 1977.

Amended during 1977-78 Meet and Confer Sessions to increase salary from \$588.00 to \$650.00 per year

Amended during 1988-89 Negotiations - delete section on middle school rotations.

Amended during 1999-00 Negotiations, July 1, 2000

Amended during 2006-2007 Negotiations to reflect percentage salary.

ARTICLE 14 DUTY YEAR

A. Contractual Days

The number of duty days for the school year shall not exceed one hundred and eighty-eight (188) days. Two half days of the Inservice will be for teachers to work in their individual classrooms.

B. Number of Days

The number of duty days for the school year shall not exceed 188 days.

C. Non-attendance

Certified staff attendance shall not be required whenever student attendance is not required due to emergency closings because of snow or extreme cold weather.

D. Inservice/workdays

Inservice/workdays will be identified/clarified on the calendar each year to eliminate confusion about use of

these professional days. Clarification will be shown on the one page calendar approved each year by the board
Article 14 – Duty Year (continued)

similar to the way they were shown on the 1998-99 calendar.

E. Faculty Council

The faculty council will meet once each semester to discuss options for the calendar to be recommended to the Board.

Amended during 1997-98 committee process, effective July 1, 1998. Item D & E added.

**ARTICLE 15
CERTIFIED STAFF EVALUATION**

Pratt USD 382 Teacher Evaluation Instrument form, Annual Professional Goals form, and Professional Improvement Plan attached.

Adopted during 2001-02 Negotiations

PRATT UNIFIED SCHOOL DISTRICT NO. 382

TEACHER EVALUATION

Purpose of Teacher Evaluation

Teacher evaluation is an ongoing process of improving and monitoring instructional effectiveness and overall performance of the teacher by observing instruction, reviewing artifacts of teaching, reviewing evidence of student learning, and establishing professional goals.

Summative evaluation is the periodic objective assessment of a teacher's overall performance. This comprehensive assessment should identify the teacher's strengths, areas needing improvement and provide direction of continued professional growth and development. Summative evaluations are based on the school district's performance area competencies, state law, and board of education policies.

Evaluation Process

- Annually, each teacher shall establish personal goals following the process outlined on the Annual Professional Goal sheet (Appendix A). This instrument is designed as a positive growth instrument and is neither optional nor punitive.
- Certified staff in their first two consecutive years of employment will be evaluated twice per year, at least one time in each full semester of employment by no later than the 60th day of school.
- Employees in their third and fourth years must be evaluated at least one time per year no later than the 15th of February.
- After the fourth year, employees will be evaluated at least once every three years and by February 15 of the school year in which the employee is being evaluated.
- The supervising administrator will schedule a pre-observation conference with the teacher in order to discuss the objectives planned during the observation, specific professional goals, and areas that either party has targeted for assistance. This pre-conference and the annual goal-setting conference may be conducted concurrently.
- The administrator shall observe the teacher following the pre-observation conference. This observation shall not preclude other informal observations of the teacher.
- Following the observation, the administrator shall schedule an evaluation conference with the teacher. The teacher may bring a self-evaluation or other documentation (student/parent surveys, portfolios, peer observation data, etc.) to the conference if desired. They may be attached to the supervisor's formal evaluation at the employee's discretion.
- If needed, as a result of the observations and conferences, a Professional Improvement Plan (Appendix B) will be filed to assist the teacher in documenting improvement.
- The formal evaluation must be signed by the administrator and the employee. The teacher may respond in writing within two weeks of the time the conference is held. Signed copies shall be made for the principal, teacher and superintendent.
- In the event the teacher disagrees with the evaluation, a review by the superintendent may be requested. Such request must be in writing and submitted, with a copy to the evaluator, within two weeks of the conference.
- Written communication shall be sent to the employee by May 1 if employee's contract is to be terminated at the close of the school year. The notice of termination must have prior approval by the Board of Education.
- The employee must notify the Board of Education by May 15 of intent to discontinue employment.
- The evaluation report will be considered confidential and maintained in a personnel file for each employee for a period of not less than three years from the date each evaluation is conducted per Kansas statute.
- The teacher's file in the principal's office shall be open to the inspection of the teacher at all times, except for credentials and other related papers from teacher placement bureaus which are confidential.

Performance Area 1: **Teaching and Learning Process**

Competency 1.1: Plans and makes necessary preparations to teach curriculum	Meets	Does Not Meet	N/A
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Indicators:

- Selects appropriate goals, objectives, and outcomes to teach curriculum
- Plans subject instruction based upon knowledge of subject matter, students, and curriculum goals
- Demonstrates a knowledge of curriculum/subject matter
- Communicates effectively curriculum objectives
- Incorporates school improvement strategies into the curriculum

Evaluator / Teacher Comments:

Competency 1.2: Demonstrates and uses a variety of teaching strategies	Meets	Does Not Meet	N/A
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Indicators:

- Uses a variety of teaching techniques (i.e. directed, non-directed, inquiry, and cooperative learning)
- Makes effective use of resources (classroom, district, community, technology)
- Uses a variety of teaching strategies (i.e. graphic organizers) appropriate to the learners and outcomes
- Provides regular opportunities for applied and hands-on learning experiences

Evaluator / Teacher Comments:

Performance Area 1: **Teaching and Learning Process**

Competency 1.3: Uses strategies that motivate and engage students in learning	Meets	Does Not Meet	N/A
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Indicators:

- Relates subject to life experiences
- Uses a variety of questioning techniques to encourage student thinking and participation
- Provides a positive climate conducive to learning
- Encourages students to succeed

Evaluator / Teacher Comments:

Competency 1.4: Provides learning tasks and opportunities which respond to learners' needs	Meets	Does Not Meet	N/A
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Indicators:

- Recognizes various learning styles
- Varies methods and procedures
- Assists learners in practicing new concepts/skills

Evaluator / Teacher Comments:

Performance Area 1: **Teaching and Learning Process**

Competency 1.5: Assesses student needs and abilities through a variety of strategies	Meets	Does Not Meet	N/A
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Indicators:

- Uses assessment to diagnose learning difficulties
- Encourages learners to evaluate their own performance
- Assesses prior learning and monitors ongoing performance of learners
- Uses assessment to plan and adapt instruction
- Communicates students' performance and progress effectively
- Uses various assessment techniques

Evaluator / Teacher Comments:

Performance Area 2: **Learning Environment and Management**

Competency 2.1: Establishes and maintains a positive classroom climate conducive to learning	Meets	Does Not Meet	N/A
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Indicators:

- Demonstrates confidence that all students can and will learn
- Promotes mutual respect, cooperation, and tolerance
- Establishes classroom rules and routines that promote instruction
- Uses class time effectively
- Keeps clear and accurate classroom records
- Uses space, equipment and materials to support instruction

Evaluator / Teacher Comments:

Performance Area 2: Learning Environment and Management

Competency 2.2: Manages student behavior effectively	Meets	Does Not Meet	N/A
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Indicators:

- Creates and maintains a positive learning environment of respect and rapport
- Communicates clearly and models classroom rules, expectations, and routines
- Encourages students to become self-disciplined
- Manages disruptions constructively
- Promotes a fair and consistent environment bases upon clear expectations

Evaluator / Teacher Comments:

Performance Area 3: Professionalism

Competency 3.1: Demonstrates professional responsibility	Meets	Does Not Meet	N/A
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Indicators:

- Participates in staff development activities, continuing education courses, and/or professional organizations
- Collaborates with colleagues and appropriate others
- Places importance on student health and safety
- Follows policies related to student health and safety
- Demonstrates a fair, impartial, objective attitude in working with students, parents, and colleagues
- Maintains confidentiality in school related matters
- Completes routine administrative and clerical tasks promptly and accurately

Evaluator / Teacher Comments:

Performance Area 3: **Professionalism**

Competency 3.2: Engages in professional growth opportunities	Meets	Does Not Meet	N/A
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Indicators:

Participates in a program of professional growth (PDC, conferences, workshops, professional organizations)

Creates materials/programs and shares with others

Remains current in content area and new approaches and techniques

Learns and uses technology available to better prepare students

Designs and updates professional goals and plans

Evaluator / Teacher Comments:

Competency 3.3: Maintains professional relationships	Meets	Does Not Meet	N/A
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Indicators:

Maintains a supportive and positive relationship with students, parents, and colleagues

Practices professional use of confidential information

Demonstrates open and objective communication with students, parents, and colleagues

Supports positive relationships between school and community

Uses appropriate verbal and non-verbal techniques to communicate effectively with others

Evaluator / Teacher Comments:

**PRATT UNIFIED SCHOOL DISTRICT NO. 382
ANNUAL PROFESSIONAL GOALS**

Purpose of Goal Setting

The purpose of goal setting is to encourage teachers to evaluate, modify and try a variety of techniques and strategies that will improve teacher and/or student performance. The teacher and administrator will both provide input on annual goals.

Goal Setting Process

- Annually, within the first 45 contract days of the school year, each certified staff member shall meet with the building principal to review and/or establish annual goals. These goals shall be recorded on the Annual Professional Goal form and kept on file at the building level.
- This instrument is designed as a positive growth instrument and is neither optional no punitive.

TEACHER NAME: _____

POSITION: _____

GOAL (S)	STRATEGIES/ACTIVITIES/INSERVICE	EVIDENCE OF SUCCESS	TIME LINE/ TARGET DATE
<u>Goal:</u> <input type="checkbox"/> District Goal <input type="checkbox"/> Building Goal <input type="checkbox"/> Individual Goal			
<u>Goal:</u> <input type="checkbox"/> District Goal <input type="checkbox"/> Building Goal <input type="checkbox"/> Individual Goal			
<u>Goal:</u> <input type="checkbox"/> District Goal <input type="checkbox"/> Building Goal <input type="checkbox"/> Individual Goal			

The Annual Professional Goals stated above have been reviewed on the date indicated beside signatures

Teacher Signature/Date

Administrator Signature/Date

* It is recommended that these Annual Professional Goals be linked to the teacher's Individual Development Plan.

**PRATT UNIFIED SCHOOL DISTRICT NO. 382
PROFESSIONAL IMPROVEMENT PLAN**

Name _____ Position _____ School _____

Evaluator _____ Date of Planning Conference _____

A. Competency(ies) targeted for improvement:

B. Recommended improvement activities/strategies:

C. Resources/in-services needed to accomplish competency:

D. Indicator(s) of accomplishment:

E. Timeline (include initiation/completion dates):

Teacher signature/date

Evaluator signature/date

*Signatures indicate participation in the planning conference and understanding of responsibilities related to the Professional Improvement Plan

Comments:

PIP has been successful

PIP has not been successful

Teacher signature/date

Evaluator signature/date

**ARTICLE 15.5
EDUCATOR FILES**

All data placed in an employee's file must be signed by the originator, dated, and presented for review by the employee prior to placement in the file. This requirement does not pertain to confidential references provided from credentialing agencies.

At any time, an employee may request an opportunity to screen his/her file for compliance. Screenings must occur in the presence of the superintendent or his/her designee.

Adopted during 2005-06 Negotiations.

**ARTICLE 16
REDUCTION IN TEACHING STAFF**

A. BOARD'S RIGHTS:

The Board of Education shall retain sole right to determine when a reduction in the professional staff is to be made.

B. CRITERIA TO BE CONSIDERED IN REDUCING STAFF

1. The board shall attempt to accomplish a reduction in teaching staff by attrition. Should the reduction in force become necessary the following procedures will be used when two or more tenured teachers are certified for a position. All individuals qualified for the position will be measured against the factors listed below. The index will be taken times the points in a given area; reduction in personnel will occur in ascending order until all reductions are made. It is the responsibility of the individual staff member to keep their personnel file current as to semester hours, professional development points, extracurricular activities, qualifications, and certification.

FACTOR	INDEX	POINTS
Total Years Experience (Teaching only, in-district or out-of-district)	15	First Year = 1 2-5 Years = 2 6-10 Years = 3 11-15 Years = 4 16-19 Years = 5 20+ Years = 6
Total Semester Hours/or Comparable PDC Points	10	BS = 1 BS+15 Hours = 2 BS+25 Hours = 3 MS = 4 MS+15 = 5 MS+25 & over = 6
Extra-Curricular Activities and Committee Work (use last two years)	10	Non-participation = 0 1 Activity = 1 2+ Activities = 2
Certificate Endorsements	10	1 pt. for each endorsement

Article 16 – Reduction in Teaching Staff (continued)

Annual Evaluation	15	3 pts. if no “unsatisfactory” marks in last two evaluations 5 pts. if no “improvement required” or “unsatisfactory” marks in last two evaluations
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2. Non-tenured teachers will be non-renewed before any tenured teacher with the same certification.
3. In the event two employees have exactly the same index, the employee with the longer continuous full time service to the district shall be retained. If the index is equal, and the years of service are equal the Board of Education shall make the final determination.
4. No teacher shall be RIF'd as a result of race, creed, color, religion, age, national origin, sex domicile, marital status, membership in the Association or participation in the negotiation process.

C. RECALL

Staff members who have been terminated through a reduction in force shall be offered re-employment with the district for a period of up to three years following the reduction when vacancies occur for which the staff member is certified. Recall shall be in reverse order of layoff.

*Adopted during the 1990-91 Negotiations Session. Effective July 1, 1991.
Revision proposed during the 1996-97 Committee Process.*

**ARTICLE 17
TEACHER WORK LOAD**

If, in the opinion of the teacher, additional help is needed in the classroom due to a combination of number of students, special needs of students, type of curriculum, and additional work done by the teacher, the teacher shall confer with the building principal. If both agree that a paraprofessional is needed, they shall meet and confer with the superintendent. If all three agree, a paraprofessional may be hired for all or a portion of a day. At the high school level, the teacher shall first confer with the department chair, when appropriate.

*Adopted 1994-95 Negotiations
Amended during 1998-99 Negotiations*

**ARTICLE 18
EARLY RETIREMENT**

A. Employees of the school district who have been under uninterrupted contract beginning prior to July 1, 1998 and who may find it necessary or desirable to retire from employment with the district prior to normal retirement age may elect to take early retirement under the terms and conditions set forth in the policy*. The school district offers this benefit to assist early retirees in bridging the gap between their retirement and receipt of normal Social Security benefits. Early retirement is entirely voluntary and at the discretion of an eligible employee. Early retirement benefits, under this agreement, last for a maximum of five (5) years.

B. **Eligibility**--An employee is eligible for early retirement if such employee:

1. Is currently an employee of the school district.
2. Was employed by contract prior to July 1, 1998 and has uninterrupted service.

Article 18 – Early Retirement (continued)

3. Is not less than 60 years of age &/or meets the “window” for benefits under the Kansas Public Employees Retirement System (KPERs) (85) and, in accordance with the school district’s intent that this arrangement is a Social Security bridge, not more than 65 years of age.
4. Participants must have fifteen (15) years of service in U.S.D. #382. The last five (5) years, including the year during which application is made for early retirement, must be continuous.
5. Has 20 years or more of service credit recognized by (KPERs).

C. Application--An employee may apply for early retirement by giving written notice to the Clerk of the Board. Such written notice shall be submitted on or before the first (1st) day of April preceding the anticipated retirement date and 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 on the date of retirement.
4. The current mailing address and telephone number of the applicant.
5. The number of years applicant has been employed by the school district.
6. The total number of years of service credit recognized by KPERs.
7. Applicant’s current annual salary.
8. The annual payment shall then be divided by twelve (12) to determine the amount to be paid monthly until such time that the participant reaches 65, has received benefits for five (5) years, or is deceased. Monthly payments will be made on normal payroll dates.
9. Whether the applicant desires health insurance coverage through the school district’s health insurance program by deduction of annual premiums from the early retirement benefit or by personal payment.

An employee desiring early retirement must also provide the school district such information as it may reasonably require to ensure the early retirement incentive program operates as a Social Security supplement. Following final action on any application for early retirement, the Clerk of the Board shall notify the applicant, in writing, of the final disposition and the date and amount of monthly early retirement benefits to be paid.

An employee may make application for early retirement 1 to 2 years prior to the actual date. In this case, early retirement benefits will be calculated using the highest salary step attained by the employee. This would allow for the potential of continued part time employment without jeopardy to potential early retirement benefits.

D. Early Retirement Benefits - The amount paid to the participant shall be determined by subtracting the base of the salary schedule from the employees base salary (projected to full time base if employee is less than full time) for the year in which application for early retirement is made. The difference in these two figures shall be multiplied by sixty (60%) percent to determine the amount that would be paid annually to the participant. If a certified employee’s base salary exceeds Step 17 MS + 45 column, then the multiplying factor shall be 30%. The benefit shall not be less than the salary schedule base and the top of salary schedule. The annual payment shall then be divided by twelve (12) to determine the amount, to be paid monthly until such time that the participant reaches 65, has received benefits for five (5) years, or is deceased. If less than full time the benefit will be calculated based on the percentage of the employees FTE. Notwithstanding the foregoing, in no event will the monthly benefit of any participant exceed the monthly amount which the participant would be entitled on account of normal retirement under the Social Security Act. Monthly payments will be made on normal payroll dates.

E. Terms and Conditions - The following terms and conditions shall apply to the school district’s early retirement plan:

1. Any application for early retirement shall be granted by the board of education.

Article 18 – Early Retirement (continued)

2. The annual early retirement benefit shall be payable by the school district in twelve (12) equal installments.
3. An employee taking early retirement shall have the option to maintain health insurance coverage through the school district's health insurance program by agreeing to a deduction of health insurance premiums from the early retirement benefits or by premium payment with a personal check.
4. All early retirement benefits shall automatically terminate at the time an employee reaches age 65, has received benefits for five (5) years, or is deceased, whichever occurs first.
5. Health insurance may be maintained under the districts plan until the employee reaches age 65 or is deceased. (See #3 above for payment options) The age 65 stipulation may be exempted during the time the district is participating in the state of Kansas Health Insurance Pool.
6. An employee who takes early retirement shall have the responsibility to keep the school district informed of his or her current mailing address and telephone number.
7. If the Pratt USD 382 Employees Early Retirement plan should be rescinded those employees that currently have applied and qualified will be "grandfathered" until their qualification expires.
8. All employees who have applied and qualified for early retirement benefits prior to April 1, 1995 shall receive benefits until they are sixty-five (65) or until they are deceased.
9. All employees who have applied and qualified for early retirement benefits prior to April 1, 1996 shall receive benefits for six (6) years or until they are sixty-five (65) or until they are deceased.

Adopted June 1993 (Reference Article 7, Item G Pay for unused Sick Leave)*

Amended 1998-99 Session - Effective August 1999

(Insurance option to 65 clarified)

Adopted 2001-02 Negotiations

C. and E.7. Amended during 2002-03 Negotiations.

Amended 2007-2008 Negotiations, language changes for IRS compliance and less than full time employees.

Amended 2008-2009 Negotiations. Deleted condition regarding the eligibility of retired staff for contractual employment by the school district.

ARTICLE 19
DURATION OF AGREEMENT

- A. This Agreement shall become effective July 1, 2008 provided it is ratified by a majority of the members of the Board and a majority of the members of the negotiating unit.

- B. This agreement shall continue in full force and effect to and including June 30, 2009 or as stated by Kansas continuing contract law.

Denise Roebkes
President of Pratt-National Education Association

Teresa Miller
President of Pratt USD 382 Board of Education

Dated this _____ day of _____, 2008

APPENDIX A

Contains items, which are Board policies/resolutions or procedures and not negotiated agreements. These items are located on the school district website under Board Policies.

Payroll Deduction Changes

Recent changes in the Section 403(b) of the Internal Revenue Service Code of 1986 allow for more than one change per year to an employee's deductions to funds covered by the code. Examples of these funds are annuities and some life insurance.

In an effort to help our employees utilize this change, changes to 403(b) contributions will be allowed by employees two times per year. The changes can be made at the normal September sign up period to be effective with the October payroll and additional changes will be accepted for those who wish in January to be effective with February Payroll.

In order to make a change at those two periods, it will be necessary for you to request a change form at the BOE office and it will also be necessary to work with your 403(b) agent and complete the necessary change process. An authorization from your TSA provider and the form from the BOE office will need to be returned prior to September 1 or January 1 (the September change will be when our plan administrator completes all employees Section 125/403(b) elections in September or earlier).