

***PROFESSIONAL AGREEMENT***  
***BETWEEN***  
***USD 499***  
***GALENA PUBLIC SCHOOLS***  
***AND***  
***GALENA EDUCATION ASSOCIATION***  
***2011 - 12***

*AGREEMENT made and entered into as of the 13<sup>th</sup> day of June, 2011, by and between the Board Of Education, Unified School District No. 499, hereinafter referred to as the "Board," and the Galena Education Association, hereinafter referred to as the "Association."*

## **ARTICLE I:**

### Definitions:

- A. Association: Galena Education Association, affiliated with the Kansas National Education Association and the National Education Association
- B. Bargaining Unit: shall include all persons, except administrators, employed by the Board in a position requiring a certificate issued by the State Board or employed in a professional, educational, or instructional capacity including classroom teachers, counselors, librarians, school social workers, and school nurses.
- C. Board: Board of Education of Unified School District Number 499, Cherokee County, Kansas
- D. Days: except where indicated otherwise, shall mean days that staff are required to be on duty.
- E. District: Unified School District Number 499
- F. Immediate Family: shall be understood to mean spouse, brothers, sisters, children, parents, grandparents, grandchildren, and any other person for whom the employee is legally responsible, pursuant to a court order. Children and parents shall be expanded to include "in-law" as appropriate. Any other category shall be determined by the Superintendent of Schools.
- G. KNEA: Kansas National Education Association
- H. NEA: National Education Association
- I. Principal: employees hired by the Board on a building administrator's contract
- J. Superintendent: Superintendent of Schools of Unified School District Number 499
- K. Teacher or Employee: shall be used interchangeably and shall mean all persons defined in the bargaining unit.

## **ARTICLE II:**

### Duty Year:

- A. The number of contract days in the duty year shall be a maximum 187 days, as determined and scheduled by the Board.
- B. The school calendar shall include a full workday at the end of each semester, to be free of all meetings and to be used by the teacher for grade card preparation and other professional work.

## **ARTICLE III:**

### Extended Contract Rate:

The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this Agreement. Any teacher whose assignment exceeds the regular employee work year (Article II), shall be additionally compensated at the rate of 187<sup>th</sup> of the individual teacher's base salary (excluding any and all supplementals) for each day contracted.

## **ARTICLE IV:**

### Duty Day:

- A. The duty day shall be seven hours and fifty minutes per day, the actual time to be determined by the Board.
- B. Each teacher shall have a duty free lunch at least as long as that of the students. Teachers may volunteer for lunchroom duty and shall be paid \$12.00 per hour, paid in 20-minute blocks at \$4.00 per block.

## **ARTICLE V:**

### Salary Schedule:

Members of the bargaining unit shall be paid on the salary schedule included in this Agreement.

**ARTICLE VI:**

Salary Schedule Placement and Movement

- A. For salary schedule placement and movement, the highest degree held and additional hours beyond the degree will be credited provided:
  - 1. Hours taken that apply to another postgraduate degree.
  - 2. Hours taken are in the certification area of the teacher.
  - 3. Other coursework shall be approved in advance by the Superintendent, with a description of the proposed course and its educational benefit to the district.
  - 4. No undergraduate hours may be used without the advance approval of the Superintendent.
- B. Newly hired teachers may receive up to full experience credit for teaching experience in an accredited school, at the discretion of the Board. Half-time or greater experience shall count as a full year. No teacher may be placed in a greater experience step or educational column than earned through accredited experience and/or advanced training.
- C. The Board may offer, at its discretion, a signing bonus at the time of employment not to exceed \$4,000.
- D. The column heading BS refers to a Bachelor of Science, a Bachelor of Arts, or its equivalent. The column heading MS refers to a Masters of Science, a Masters of Arts, or its equivalent.
- E. Teachers qualifying for the next higher column shall move to that column, provided an official transcript is received by the Superintendent by September 1<sup>st</sup>. The Superintendent may waive that deadline for good cause.

**ARTICLE VII:**

Longevity Pay:

The district shall pay the following amounts in addition to the contracted salary amounts:

10 Years Service/USD #499	\$300
15 Years Service/USD #499	\$550
20 Years Service/USD #499	\$800
25 Years Service/USD #499	\$1,100
30 Years Service/USD #499	\$1,400

**ARTICLE VIII:**

Supplementals:

- A. Supplemental activities are assignments in addition to the teacher’s primary contract of employment as listed on the supplemental schedule. Such assignments shall be voluntary and no teacher shall be required to accept any such assignment.
- B. A teacher accepting a supplemental assignment shall be compensated according to the supplemental schedule.

**ARTICLE IX:**

Health Insurance:

The board shall provide \$514 per month which, unless declined by the employee, shall be used for district-sponsored health insurance premiums.

**ARTICLE X:**

Extra-Duty Pay:

- A. Extracurricular activities are assignments in addition to the teacher’s primary contract of employment beyond those listed on the supplemental schedule, including but not limited to ticket taking, gate duty, scorebook, score clock, game announcing, after school programs, and activity supervision. Such assignments shall be voluntary and no teacher shall be required to accept any such assignment.

- B. Exceptions to the above shall include Open House, and meetings involving students.
- C. A teacher accepting after school detention supervision shall be compensated at the rate of \$18.00 per hour.
- D. A teacher accepting academic after school program assignment shall be compensated at the rate of \$18.00 per hour.
- E. A teacher accepting an extracurricular assignment shall be compensated at the rate of \$10.00 per hour.

**ARTICLE XI:**

Method of Payment:

- A. Each employee shall be paid by direct deposit into the banking institution of his/her choice. The direct deposit shall be limited to a total of two (2) banking institutions or accounts.
- B. Each employee shall be paid in twelve (12) equal payments on the 25<sup>th</sup> of each month, commencing in September. When a pay date falls on a school holiday or weekend, employees shall receive their deposit slips on the last previous duty day.
- C. Any employee, upon written notice by April 1 on a form provided by the Board, shall receive the balance of his/her contracted salary in the June deposit slip. Once an employee has notified the Board of this request, it shall remain in effect until revoked in writing by the employee.
- D. Summer deposit slips shall be mailed to the address designated by the employee.

**ARTICLE XII:**

Liquidated Damages:

Any employees who requests to be released from his/her contract after the date specified by the continuing contract law shall be subject to the following provisions:

- A. Individuals submitting written notice of resignation on or before May 15<sup>th</sup> shall not be subject to any payment and shall be released.
- B. Individuals submitting written notice after May 15<sup>th</sup>, but on or before June 10<sup>th</sup>, shall be released upon payment of 1.0% of the primary contract.
- C. Individuals submitting written notice after June 10<sup>th</sup>, but on or before July 10<sup>th</sup>, shall be released upon payment of 2.0% of the primary contract.
- D. Individuals submitting written notice after July 10<sup>th</sup>, but on or before August 1<sup>st</sup>, shall be released upon payment of 3.0% of the primary contract.
- E. Individuals submitting written notice after August 1<sup>st</sup> may be released upon payment of 5.0% of the primary contract.
- F. The Board shall retain the right to waive all or any part of the above provisions.
- G. In the event the district owes the teacher additional compensation after the date of the resignation, the Board may deduct the amount of liquidated damages, as described above, from the amount owed to the teacher by the district.

**ARTICLE XIII:**

Retirement:

Employees meeting eligibility requirements may elect to apply for this retirement benefit. Retirement is voluntary and at the discretion of an eligible employee.

- A. Eligibility: An employee is eligible for retirement benefits if the employee:
  - 1. is currently a full-time employee of the district.
  - 2. is retired under KPERS
  - 3. has completed a minimum of twenty-five (25) years of employment in Galena Unified School District No. 499, with twenty (20) of those years completed at the conclusion of the 2002-2003 school year.

An employee applying for retirement shall have the responsibility to provide all facts and information necessary to prove eligibility for retirement and to determine the benefits to be paid.

- B. Application. An employee may apply for retirement by giving written notice to the Superintendent. Such written notice by the employee shall be submitted on or before the first day of May preceding the end of the contract year in which the employee anticipates taking retirement. The application shall include the following information:
1. A statement of applicant's desire to retire.
  2. The applicant's birth date and age on the date of retirement.
  3. The number of years applicant has been employed by USD #499.
  4. The current address and telephone number of the applicant.
- After the Board has acted on the application for retirement, the Superintendent shall notify the applicant in writing of the final disposition of the application and the amount of retirement benefits to be paid and the date the benefit will be paid to the applicant.
- C. Retirement Benefit. Employee shall be eligible for the retirement benefit of \$10,000.00.
- D. The benefit shall be payable in five (5) equal annual payments commencing in December following the retirement. The benefit payment shall be taxable by the appropriate government agencies.
- E. Upon death of the employee receiving benefit, all remaining retirement benefits will be payable to the designated beneficiary on an annual basis.
- F. An employee who retires shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number.
- G. If any provision of this early retirement plan is determined to be in violation of Federal or State laws or regulations, the plan shall then immediately be terminated by Board action and shall not be in further effect unless readopted by the Board.

#### **ARTICLE XIV:**

##### Sick Leave:

- A. Sick leave may be used for the illness or disability of the employee or any member of his/her immediate family.
- B. Each employee shall be entitled to ten (10) days of sick leave, granted on the first duty day of the school year and cumulative to eighty (80) days.
- C. Employees that use no sick leave in an entire semester shall receive \$100.00 per semester, payable in the next regular paycheck following the completion of the semester.
- D. In the event an employee is absent from school and has exhausted all sick leave, a deduction of 187<sup>th</sup> of the base salary for each day missed shall be made from compensation owed to the employee.
- E. Any teacher who has accumulated over 70 days of sick leave at the end of a school year will be paid \$25.00 for each day over the 70 remaining days. (For example: If a teacher has accumulated 75 days of sick leave at the end of a school year, he or she would be paid \$125.)

#### **ARTICLE XV:**

##### Sick Leave Pool:

- A. The purpose of the sick leave pool is to provide additional temporary leave assistance during the contract year only for the participating full-time employee who has exhausted all of his /her accumulated leave and experiences an extended illness. Application may also be made for an extended illness of a spouse or children living with the eligible employee.
- B. Each full time employee wishing to join the pool for the first time will contribute one (1) sick leave day by September 10 of each school year, or within ten (10) days if hired after that date. A minimum of seventy-five (75) days are required to begin the sick leave pool each year. If the number of sick leave pool days is less than seventy-five (75) at the beginning of the contract year, each full time employee currently in the pool will be assessed one (1) sick leave day to be placed in the pool. If the number of days in the pool reaches zero during the year, the sick leave pool committee will meet to determine what to do to replenish the days. Unused days in the sick leave pool will carry over to the next contract year.

- C. Employees may join the pool the next contract year by donating one (1) sick leave day by the stated deadline. Only employees of the district who have contributed to the sick leave pool may make application for sick leave days. Once days are donated to the pool, they cannot be withdrawn.
- D. Application for sick leave days from the pool will be made after a contributor's temporary accumulated leave is depleted. The application must be made in writing and submitted to the Superintendent for assignment to the hearing committee.
- E. Employees shall be eligible for up to fifteen (15) days of temporary leave from the pool in any one school year.
- F. Seven (7) persons will serve as the sick leave pool committee. Each shall be selected from the group that he/she represents.
  - 1. one (1) representative from the classified staff
  - 2. one (1) administrator
  - 3. one (1) teacher from grades K-2
  - 4. one (1) teacher from grades 3-5
  - 5. one (1) teacher from grades 6-8
  - 6. one (1) teacher from grades 9-12
  - 7. one (1) Board of Education member.
- G. Each committee member is allotted one (1) vote; a majority of four (4) is needed to make a determination. The application is dropped if the four (4) votes are not obtained. A record of the application, names of the committee members, and the final vote shall be maintained in the Board Office. The committee may require any documentation deemed necessary under the circumstances to substantiate a request to receive days from the pool.

**ARTICLE XVI:**

Personal Leave:

- A. Employees shall be entitled to two (2) personal leave days with pay per year, cumulative to four (4), used at the discretion of the employee.
- B. Notification of the desired day must be made in writing on a form provided by the Board at least two (2) school days prior to the desired leave. In the event of an emergency, the notification requirement shall be waived.
- C. Personal leave shall not be used the duty day before or after a scheduled holiday or during the first or last week of school, except to attend an event over which the teacher has no scheduling control, as determined by the Superintendent.
- D. Unused personal leave days beyond the maximum accumulation shall be added to the employee's sick leave accumulation.

**ARTICLE XVII:**

Posting of Openings:

- A. All vacancies for professional and supplemental positions will be posted in all attendance centers prior to filling said vacancy. The posting may also be sent via e-mail to all teachers.
- B. Summer vacancies shall be mailed to those teachers that have a written request on file for specified areas of interest. E-mail may be utilized instead of regular mail.

**ARTICLE XVIII:**

Preparation Time:

All teachers will be allotted planning time. Allocated planning time will normally be free of assigned tasks: exceptions are special education meetings, meetings with parents, and other professional activities as required by the principal. During a five day week, teachers will be assigned total planning time of not less than 3½ hours. In addition, during each week, teachers will normally have planning time during the duty day before and after the student day. Exceptions will be working with students needing assistance, supervisory duty, and activities required by the principal.

## **ARTICLE XIX:**

### Professional Development Council

- A. The Board shall establish a professional development/in-service education program that shall meet the professional development needs of employees. Such a program shall be developed within the regulations of the State Plan for Inservice Education as adopted by the Kansas State Board of Education.
- B. Membership in the Professional Development Council shall include at least as many teachers as administrators and both shall be selected solely by the group they represent.
- C. The district level PDC shall ensure that inservice points are awarded equitably across the district and in accordance with State Board regulations.

## **ARTICLE XX:**

### Educator Files:

Any educator file, with the exception of confidential references from University Placement Offices, shall be open to inspection by the teacher during normal business hours. The professional employee shall have the right to respond to all materials contained in said file. No derogatory materials regarding the professional employee's conduct, service, character, or personality shall be placed in the professional employee's file unless the professional employee has had an opportunity to review the material and be provided with a copy. Upon written authorization, copies of documents may be provided as directed in the authorization.

## **ARTICLE XXI:**

### Savings Clause:

If any provision of this contract is held to be contrary to law, then such provision shall not be deemed to be valid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

## **ARTICLE XXII:**

### Reproduction of Agreement:

This document will be the official agreement between the Board and the Association. Copies of this Agreement shall be printed at the expense of the Board and provided to the Association for distribution to all members of the bargaining unit within thirty (30) days of the ratification by both parties. An additional ten (10) copies shall be provided to the Association for its use.

## **ARTICLE XXIII:**

### Grievance Procedure:

The Board shall provide a procedure whereby each employee shall have the opportunity to have employee complaints and grievances timely and fairly considered.

#### Purpose

- A. The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of members of the bargaining unit at the lowest possible level.
- B. Definitions
  - 1. "Grievance" shall mean any alleged violation of the terms and conditions of an employee's contract of employment and/or the negotiated agreement.
  - 2. "Grievant" means an employee or group of employees having a grievance.
  - 3. "Days" shall mean school days, except in the summer, when days shall mean days the district office is open.

#### C. Procedures

The adjustment of a grievance shall be accomplished as rapidly as possible. To that end, the number of days at each step shall be considered as maximum and every effort shall be made to expedite the

process. Under unusual circumstances, the time limit may be extended or reduced by mutual consent of the grievant and the person or persons by whom the grievance is being considered.

D. Supplemental Conditions

1. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
2. Upon the final determination of the grievance, the documents, communications, and records relating to the grievance shall be kept separate from the personnel file, excepting a record of the grievance and final adjustment thereof and excepting records required by law to be kept and maintained.
3. At each step of the procedure for adjusting grievances after the initial private conferences(s) with his/her immediate supervisor, the grievant shall be entitled to be accompanied legal representation and/or to be represented by the Association, at the discretion of the employee and if so indicated in writing.
4. All discussions and hearings shall be conducted at times other than when school is in session.
5. The filing of a grievance at all levels beyond the informal conference in Level 1 shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date, and place of the event or act and the names and addresses of any witness thereto. The grievant shall specify the provisions of the employee contract or the negotiated agreement that is applicable to the complaint and shall also provide a written proposed remedy.

E. Level 1

A grievant shall first take up the grievance with his/her immediate supervisor in private informal conference(s) within ten (10) school days after the awareness of the event upon which a grievance is based. If the employee is dissatisfied with the outcome of the initial informal conference(s), he/she may request a formal conference with his/her immediate supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate that will lead to a solution. The formal conference shall occur within five (5) school days of the last informal conference.

F. Level 2

In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1 or if no decision is reached within five (5) school days after a formal presentation, he/she may appeal the matter in writing to the Superintendent. The Superintendent or his/her designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within five (5) school days after the appeal has been received. If the grievant does not appeal within five (5) days after the formal conference at Level 1, the grievance shall be considered waived.

G. Level 3

If the grievance is not adjusted to the satisfaction of the grievant at Level 2 or if no decision is made within five (5) school days after the grievant's meeting with the superintendent, the grievant may appeal the grievance to the Board by submitting a written request to the Clerk of the Board within five (5) school days. If the grievant does not appeal the grievance to the Board within five (5) school days after the conference at Level 2, the grievance shall be considered waived.

H. Rules for Conducting a Grievance Procedure Hearing at Level 3.

1. The hearing shall be scheduled and conducted within twenty (20) school days of receipt of the request by the Clerk of the Board.
2. The President of the Board or his/her designee shall conduct the hearing.
3. The hearing may be conducted in open or executive session, as indicated in writing by the grievant(s). Requests for the hearing to be held in open session shall be unanimous if there are multiple grievants.
4. Efforts will be made by all participants to eliminate repetitious testimony and/or materials; however, each participant will be given reasonable time to present his testimony and/or materials, his case.
5. The grievant will make his/her opening remarks and present his/her position.
6. The administration will make its opening remarks and present its findings in the case.
7. Witnesses will be called individually by the grievant or the administration to testify before the Board. The Board may call additional witnesses and may authorize witnesses being called as a group.



8. The grievant and the administration may ask questions of the witnesses during their testimony.
9. Members of the Board may ask questions of all participants.
10. A summary statement may be made to the Board by the grievant.
11. A summary statement may be made to the Board by the administration.
12. Any new materials injected into any summary statement may be rebutted.
13. The Board will take the matter of the grievance under advisement and render its decision in written form to the grievant within ten (10) days of the hearing.
14. The decision rendered by the Board shall be the final disposition of any grievance, except as allowed by law.

***This agreement shall become effective July 1, 2011 provided it is ratified by the Board and the members of the bargaining unit in accordance with the provisions of the Professional Negotiation Act, K.S.A. 72-5413, et seq., and shall remain in full force and effect to and including June 30, 2012.***

**Galena Education Association**

**USD #499 Board of Education**

By \_\_\_\_\_  
GEA President

By \_\_\_\_\_  
Board President

By \_\_\_\_\_  
Chief Negotiator

By \_\_\_\_\_  
Chief Negotiator

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
Team Member

Attested by \_\_\_\_\_  
Board Clerk

Approved by the Association

Approved by the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## USD 499 Salary Schedule 2011-2012

**Base:** \$36,200  
**Steps:** 510/520/530/540/550, depending on column  
**Columns:** \$1100, \$1200, \$1300, \$1400

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
			MS		
STEP	BS	BS +15	BS+35	MS + 15	EDS/EDD
0	36200	37300	38500	39800	41200
1	36710	37820	39030	40340	41750
2	37220	38340	39560	40880	42300
3	37730	38860	40090	41420	42850
4	38240	39380	40620	41960	43400
5	38750	39900	41150	42500	43950
6	39260	40420	41680	43040	44500
7	39770	40940	42210	43580	45050
8	40280	41460	42740	44120	45600
9	40790	41980	43270	44660	46150
10	41300	42500	43800	45200	46700
11	41810	43020	44330	45740	47250
12	42320	43540	44860	46280	47800
13	42830	44060	45390	46820	48350
14	43340	44580	45920	47360	48900
15	43850	45100	46450	47900	49450
16	44360	45620	46980	48440	50000
17	44870	46140	47510	48980	50550
18		46660	48040	49520	51100
19			48570	50060	51650
20			49100	50600	52200
21			49630	51140	52750
22			Plus 1%	51680	53300
23				52220	53850
24				52760	54400
25				Plus 1%	54950
					Plus 1%

The shaded area has been eliminated except for seven teachers that were grandfathered into the old schedule. The remaining staff will follow the schedule negotiated for the 2011-12 school year.

**Teachers shall be paid a one-time retention bonus for the 2011-12 school year. The bonus shall be two percent (2%) of each teacher's individual base salary. For example, a teacher at Class I Step 4 will receive two percent (2%) of \$38,240 while a teacher at Class III Step 10 will receive two percent of \$43,800. The bonus shall be paid on November 22, 2011.**

## USD #499 SUPPLEMENTAL SCHEDULE

	Position	%age		Position	%age
HS	Football Head	13%	JHS	Play Sponsor	4%
HS	Football Assistant	8%		Summer Agri-science	7%
HS	Basketball Head	13%	HS	Yearbook	5%
HS	Basketball Assistant	8%	HS	Newspaper	4%
HS	Volleyball Head	10%		NCA Chairperson	4%
HS	Volleyball Assistant	6%		Cornerstone Entrepreneurial	4%
HS	Track Head	10%	HS	Forensics	3%
HS	Track Assistant	6%	HS	Scholars Bowl	3%
HS	Baseball Head	10%	HS	Chairman Class Sponsors	2%
HS	Baseball Assistant	6%		FCCLA Sponsor	2%
HS	Softball Head	10%	HS	Science/Art Fair Sponsor	2%
HS	Softball Assistant	6%		Curriculum Chairpersons	2%
HS	Golf Head – Boys	4%		Foreign Language Instructor	2%
HS	Golf Head – Girls	4%		Interactive Distance Learning	2%
HS	Cross Country Head	3%		Federal Program Instructor	2%
HS	Cross Country Assistant	2%	HS	Student Council Sponsor	2%
HS	Conditioning Program Director	7%		History Conference Sponsor	2%
HS	Winter/Spring Conditioning	2%		NHS Co-sponsor	2%
HS	Fall/Winter Conditioning	2%		Drama Club Sponsor	2%
HS	Summer Conditioning Supervisor	4%		District Standing Committee	2%
JHS	Football Head	9%		FBLA Sponsor	2%
JHS	Football Assistant	5%		Class Sponsor (Jr and Sr)	3%
JHS	Basketball Head	7%		NCA Team Chairpersons	2%
JHS	Basketball Assistant	4%		Summer band Instructor	4%
JHS	Volleyball Head	7%	HS/JHS	Instrumental Music	6%
JHS	Volleyball Assistant	4%	ES	Instrumental Music	4%
JHS	Track Head	7%	HS	Vocal Music	4%
JHS	Track Assistant	4%	ES/HS	Vocal Music	4%
HS	Cheerleader Sponsor	9%		K-8 Yearbook	4%
HS	Dance Squad Sponsor	7%		Multi-Media Facilitator	8%
JHS	Cheerleader Sponsor	5%		Web Page Administrator	5%
JHS	Dance Squad Sponsor	4%			
HS	All-school Play Sponsor	7%			
	Fine Arts Performance Assistant	4%			
JHS	Class Sponsor (6-8)	2%			

Mentors for 1<sup>st</sup> Year Teachers \$1,000.00

\*District standing committee membership includes:

1. Superintendent's Certified Staff Advisory Council
2. Professional Development Council

\*\*Class sponsorship does not include freshman/sophomore classes.

**GALENA UNIFIED SCHOOL DISTRICT NO. 499  
CHEROKEE COUNTY, KANSAS**

**TEACHER CONTRACT**

This contract, made and entered into in duplicate this (date) by and between the Board of Education of Galena Unified School District No. 499, Cherokee, County, State of Kansas, hereinafter called "Board" and (teacher name) hereinafter called "Teacher". The parties hereto agree that the Teacher shall be employed by Board as an employee of GALENA UNIFIED SCHOOL DISTRICT NO. 499, Cherokee County, Kansas, for the school year \_\_\_\_\_ as defined and scheduled by Board and the current Negotiated Agreement at the salary of \$\_\_\_\_\_ for said year, beginning the \_\_\_ day of AUGUST (year), or on such day as the BOARD of EDUCATION may designate, with salary to be paid in twelve (12) monthly payments. Payments shall be subject to the following terms and conditions:

1. The services to be performed by the Teacher shall be determined and assigned by Superintendent of Schools, and the Teacher shall be subject to the negotiated agreement, which is incorporated by reference into this contract, and the policies, orders, rules and regulations of the Board. However, said policies, orders, rule and regulations are not part of this contract.
2. This contract is contingent upon Teacher being and remaining certified and/or licensed during the term of employment with respect to the position for which Teacher is employed as provided by law. In the event Teacher shall be unable to furnish to and maintain with the Board an applicable certificate/license to be in full force and effect during the term of employment, this contract shall be null and void.
3. As a condition to entering or continuing employment, Teacher is required to submit a certification of health signed by a licensed physician, the expense to be borne by Teacher, as provided by Kansas Statute 72-5213. The certification shall include a statement that there is no evidence of physical condition that would conflict with the health, safety, or welfare of the pupils; and that freedom from tuberculosis has been established by chest x-ray or negative tuberculin skin test. If at any time there is reasonable cause to believe that Teacher is suffering from a mental or physical illness detrimental to the health of the pupils, the school board may require a new certification of health at the expense of the Board. If Teacher is an adherent of religious denomination whose religious teachings are opposed to physical examinations, the alternative certification as prescribed by statute may be substituted.
4. In the event an employee is absent from school and has exhausted all sick leave, a deduction of 1/187 of the base salary for each day missed shall be made from compensation owed to the employee.
5. In the event the employment shall be terminated for any reason prior to the end of the school year, the salary as specified shall be adjusted and paid on the basis of an amount which, together with the compensation previously paid, shall reflect the proportion of the total number of days worked compared to the total duty year.
6. In the event the district owes the teacher additional compensation after the date of the resignation, the Board may deduct the amount of liquidated damages, as described above, from the amount owed to the teacher by the district.
7. This contract is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments thereof or supplements thereof or supplements thereto respectively, and to all other applicable United States and Kansas Laws.

8. Salary computed as follows for 2011-12 school year:

Class \_\_\_\_ Step \_\_\_\_ Base Salary \$\_\_\_\_

Other contracted compensations:

(supplementals)

Your salary for 2011-12 school year is \_\_\_\_\_.

PROVISO: School employees are herewith notified that the legal fulfillment of terms for the payment of the contracted annual salary is contingent upon the availability of sufficient funds to implement the salary schedule adopted for the 2011-12 school year which is the basis for the computation of your annual salary.

WITNESS OUR HANDS on this day and year first above written.

BOARD OF EDUCATION  
GALENA UNIFIED SCHOOL DISTRICT NO. 499  
Cherokee County, State of Kansas

By: \_\_\_\_\_

President, Board of Education  
(By authority and direction)

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Attested by Clerk