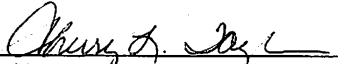



Approved by the Board of Education USD #274, the 13th day of April, 2009.



President, Board of Education



Clerk, Board of Education

This document is the agreement reached by the teachers of USD #274 represented by the Oakley Education Association and approved by the teachers on the 13th day of April, 2009.



Oakley Education Association Negotiator

Oakley Education Association Negotiator

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ARTICLE 1 – DURATION CLAUSE

Section A – Duration Clause

1-A

The negotiated agreement will go into effect July 1, 2008 and end on June 30, 2010. Further negotiations on this contract will only take place by mutual consent of both parties.

ARTICLE 2 – COMPENSATION

Section A - Salary and Fringe Benefit Schedule
2008-2010

2-A

STEPS		1	2	3	4	5	6	7
		BA	BA +8	BA +16	BA +24	MA	MA +9	MA +18
1	00YRS	31614	32082	32552	33021	33591	34123	34657
2	01YRS	32082	32552	33021	33492	34060	34592	35125
3	02YRS	32552	33021	33492	33958	34529	35061	35594
4	03YRS	33021	33492	33958	34428	34998	35531	36064
5	04YRS	33492	33958	34428	34896	35466	36001	36532
6	05YRS	33958	34428	34896	35365	35935	36470	37003
7	06YRS	34428	34896	35365	35836	36406	36937	37470
8	07YRS	34896	35365	35836	36304	36874	37408	37940
9	08YRS	35365	35836	36304	36772	37343	37877	38406
10	09YRS		36304	36772	37243	37812	38344	38877
11	10YRS		36772	37243	37713	38279	38813	39345
12	11YRS		37243	37713	38181	38751	39282	39814
13	12YRS		37713	38181	38649	39219	39750	40284
14	13YRS		38181	38649	39116	39687	40221	40751
15	14YRS			39116	39586	40156	40690	41221
16	15YRS				40054	40626	41158	41692
17	16YRS				40525	41095	41627	42159
18	17YRS				40991	41563	42093	42628
19	18YRS				41461	42031	42564	43097
20	19YRS				41930	42499	43033	43566
21	20YRS					42970	43501	44034
22	21YRS					43438	43970	44502
23	22YRS							44973
24	23YRS							45441
25	24YRS							45912
26	25YRS							46379

In addition to the above schedule is the employee fringe benefit program, which includes a board paid fringe benefit and a Section 125 Salary Reduction Plan (reference Section 2-L).

Section B – Guidelines

2-B

1. An extra month on the professional employee's contract shall be equal to ten percent (10%) of their position on the salary schedule. Work of less than one month shall be paid at the daily rate of one-half of one percent (.5%) of their position on the salary schedule.
2. The Board, through the Superintendent of Schools, and professional employee may mutually agree to additional working hours beyond the professional employee's primary contract. The duties for those additional hours will be approved school improvement items, curriculum development items, and special curriculum assignments approved in advance by the Superintendent of Schools. A list of qualified items will be presented at the first teachers' in-service of the school year. Compensation for these additional duties shall be \$16.00 per hour. These hours do not pertain to supplemental duties or extra assignment.
3. Professional employees new to the district shall be granted full credit for their education and be placed on the appropriate column on the salary schedule.
4. Professional employees new to the district shall be granted full credit for their past teaching experience on the salary schedule, up to a maximum of ten (10) years. Additional years of teaching experience may be allowed as determined by the board. The determination of years of experience to be allowed shall be made at the beginning of the teacher's employment in USD #274. In no event shall the experience allowed be greater than the years of actual experience.
5. Hours taken to move across the salary schedule shall be graduate hours and shall count whether they were taken before or after the granting of the professional employee's bachelor degree. For movement beyond a master's degree, only graduate hours taken after the attainment of the master's degree will be counted toward advancement on the salary schedule.
6. Once a teacher has been placed on the salary schedule, he/she may move no more than one step at a time downward in any one school year.
7. There will be no limit on the number of academic hours that may be utilized for advancement in one year. Official transcripts of college hours used for advancement, or a letter of verification from the college must be in the USD #274 business office by the Tuesday following the Labor Day holiday. A letter verifying the receipt of the transcript or letter of verification shall be issued to the teacher by the superintendent or his designee. Within three (3) working days the superintendent shall verify receipt of transcript or letter of verification. The superintendent shall have final authority regarding the validity of academic hours to be utilized for salary advancement.

If an error has been made calculating the correct salary, the professional employee must notify the superintendent within ten (10) days of the receipt of the first paycheck. If an error is verified, a correction will be made in the next paycheck. Failure to notify the superintendent within ten (10) days shall result in the correction being made the following year by placing the teacher on the correct column and step.

To be placed on the master's degree level, the employee must have his or her master's degree in his or her own teaching field, or have approval of the superintendent.

Section C – Benefits

2-C

The board shall establish a salary reduction fringe benefit plan to comply with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each teacher to execute a salary reduction agreement within thirty (30) days prior to the Christmas Break to cover all premiums for the employees selected benefits. New teachers will also have the opportunity to execute a salary reduction agreement at the beginning of the school year. Once the annual allocation for each selected benefit is made, the only change which will be allowed is as a result of a change in family status as provided by federal statute or regulations.

The benefit and providers shall be determined by the board; however, benefits or carriers will not be changed during the Section 125 Plan Year except in the event a carrier cancels coverage or changes benefits. Each teacher executing a salary reduction agreement for elected benefits may allocate an annual sum not to exceed the cost of the benefits selected to be used for the purchase of:

1. Health/Medical Insurance
2. Salary Protection Insurance
3. Group Term Life Insurance (\$50,000 maximum)
4. Cancer Insurance
5. Medical Reimbursement (\$3,600 maximum)
6. Dependent Care Reimbursement (\$5,000 maximum)

Any unexpended money committed by the election of the teacher for any of the salary reduction benefits that may remain at the end of the plan year shall revert to the Board of Education. The Board will contract with a third party payer for payment of any dependant care and medical reimbursement benefits.

Section D – Extra Assignment Pay Schedule**2-D**

The following duties are supplemental duties as that term is defined in K.S.A. 72-5412a.

	<u>Dollar Amount</u>
Activities Director	
Head	\$5,135
Assistant	\$3,027
High School Coaches:	
Head Football and Basketball	\$4,613
Head Wrestling and Volleyball	\$4,369
Head Cross-Country and Golf	\$3,051
Assistant Football, Basketball, Wrestling	\$2,530
Assistant Volleyball	\$2,396
Assistant Golf and Cross Country	\$1,300
7-12 Head Track Coach	\$4,613
7-12 Assistant Track Coach	\$2,530
Middle School Coaches:	
Head Football, Basketball, Wrestling, Volleyball	\$2,307
Assistant Football, Basketball, Wrestling, Volleyball	\$1,751
Sponsors:	
Spirit Squad	
Head Senior High	\$2,728
Assistant Senior High	\$1,526
Drill Team	
Head	\$1,526
Assistant	\$1,139
Pep Club and Cheerleaders	
Head Middle School	\$1,425
Assistant Middle School	\$1,139
Senior Class	\$168
Junior Class, Head	\$807
Junior Class, Assistant	\$202
Junior Class, Money Making	\$299
Sophomore Class	\$556
Freshman Class	\$174
Student Council	\$917
	OHS
	OMS
	\$881
National Honor Society	\$342
Drama, Major Productions, each	\$1,265
Scholar's Bowl	\$1,154
Special Assignments	
(Per Assignment)	\$7.50/hour
Librarian – Extra Working Hours	\$447

Negotiated May 2008

Upon the prior approval of the superintendent, teachers accepting supplemental duty contracts may agree to split the duties of a specific supplemental duty and to split the contracted compensation. The compensation of all teachers sharing the duties shall be subject to the superintendent's approval but the total shall be at least equal to the base amount allowed according to this Section D. Any additional compensation will be determined by the board and noted for negotiations the following year.

The above schedule shall apply to extra assignments of teachers subject to the terms of this agreement but shall not apply to any other district employee.

The board may add or delete extra assignment positions as needed. If positions are added, the initial compensation shall be determined by the board.

August 2006

Section E – Extended Contracts

2-E

The following duties are an extension of the teaching contract and not supplemental duties.

	<u>Dollar Amount</u>
1. Music, Speech:	
High School Instrumental	\$3,089
High School Vocal	\$3,089
Middle School Instrumental	\$1,712
Middle School Vocal	\$1,712
Speech, Forensics	\$2,802
2. Sponsors:	
Annual (if scheduled as a class)	\$1,266
Memory Book	\$650
F.F.A.	\$2,566
F.C.C.L.A	\$1,898
F.B.L.A.	\$332

The Board may add or delete extended contract positions as needed. If positions are added, the initial compensation shall be determined by the Board.

Section F – Salary Deduction

2-F

In the event a teacher incurs an absence which is not covered by any of the leave provisions of this agreement, a salary deduction in the amount of one hundred eighty-oneth (1/181) of the teacher's salary shall be deducted for each day of absence any time a salary deduction occurs. Teachers on extended contracts shall have their salary deducted each day in proportion to their individual number of contract days.

Section G – Supervising Student Teachers

2-G

Teachers of USD #274 who supervise student teachers should receive that portion of money paid to the district by the sponsoring college.

Section H – Release from Contract

2-H

Awards for Early Resignation: In the event a teacher retires early, cash awards will be made according to the following schedule. Notification Date Cash Value of Award

	Prior to January 16	Years of Service in District x \$50.00
	January 16 – February 15	Years of Service in District x \$37.50
	February 16 – March 15	Years of Service in District x \$25.00
1.	March 16 – May 1	Years of Service in District x \$12.50

For the purpose of administering this agreement, years of experience in the district for part-time teachers shall be prorated as a percentage of a full-time contract. Time used in calculating cash awards will include all time an employee has spent in the district with the exception of substitute teaching time. Years of service may only be counted once in computing cash awards and may not be counted again at the time of a second or subsequent resignation.

No award will be made for notification after May 1 or for any resignation effective before the end of the current contract year. The award will be included in the employee’s final paycheck.

2. Damages for Late Resignation: All teachers who resign from the district after May 15 of any school year shall be liable to pay liquidating damages. The board may waive the payment of damages for the following reasons if a suitable replacement can be found and it is felt that the educational program of the school will not be impaired: military draft, death, incapacitating illness, a spouse’s occupational transfer, or the assumption of responsibilities of a primary care giver. Payment of any damages terminates the responsibility of the teacher to the district. In the event late resignation damages are assessed, the following schedule will apply

<u>Notification Date</u>	<u>Cash Value of Damages</u>
May 16 – June 1	\$100.00
June 2 – July 1	\$200.00
July 2 – August 1	\$300.00
After August 1	\$500.00

3. Resignation Form: All notices of resignation shall be submitted to the Board of Education in writing through the Superintendent of Schools. The date of the resignation is effective when it is received in the office of the Superintendent of Schools by hand delivery or the date of posting a certified letter. Terms of K.S.A. 72-5411 will apply.

Section I – Tax Sheltered Annuities

2-I

Teachers may elect to participate in a Tax Sheltered Annuity Plan with companies approved in advance by the board. Elections to participate or change elections must occur during the two following time periods. The first period begins July 15 and ends the first day of employment of the new school year, and the second period begins November 15 and ends the last day of the semester. Although there is an opportunity to sign up two different times per year, the employee can only make one change per calendar year, per IRS guidelines. The board Tax Sheltered Annuity checks will normally be mailed to the approved companies on or before the 20th day of each month.

Section J – Years of Service Incentive

2-J

- a) As to those teachers who have 15 or more years of service with the district as of July 2002, the following matrix is to indicate the benefits awarded to certified staff who are enrolled in KPERS, elect to teach 15 or more years in the school district and indicate their intention to end their employment by the statutory date for doing so of the year which they cease employment. No more than four employees will be included in subparagraphs a and b to be awarded this compensation in any given year and will be determined by the date the superintendent receives the first four written requests for any given year. Half of the awarded amount shall be included in the teacher's final paycheck and the second half at the time of the January payroll of the subsequent school year.

Years in district

20 \$16,000

15 \$12,000

- b) As to those teachers who have less than 15 years of service with the district as of July 1, 2002, the following matrix is to indicate the benefits awarded to certified staff who are enrolled in KPERS, and who indicate their intention to end their employment by the statutory date for doing so of the year which they cease employment. No more than four employees will be included in subparagraphs a and b to be awarded this compensation in any given year and will be determined by the date the superintendent receives the first four written requests for any given year. Half of the awarded amount shall be included in the teacher's final paycheck and the second half at the time of the January payroll of the subsequent school year.

Years in District

20 \$12,000

15 \$9,000

10 \$6,000

Section L – Health Insurance

2-K

The board will contribute for each certified employee in the district the amount required to pay for a single individual policy, not to exceed \$350 per month. A like amount will be paid toward the payment required for the premium for a family policy. Employees electing not to participate in this benefit will not be provided with any alternative compensation. The \$350 contribution will begin July 1, 2008.

Any change in carrier or coverage shall be approved by a majority vote of all employees of Unified School District #274 covered by the district's health insurance benefit. Such a vote will be conducted by the OEA for the certified staff, and the Superintendent will appoint those to conduct the vote for the classified staff. After such a vote, the BOE will be informed in writing of the results of the vote. If any change is being made, notification will occur a minimum of thirty (30) days before any changes are to take effect.

Discussions of any change to the health insurance coverage, carrier or related issues shall begin so that any vote can be conducted at least thirty (30) school days before the anticipated date of any change.

Section M – Tuition Reimbursement

Beginning September, 2006, 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 with a "C" or better in a graded course, or "pass" in a Pass/Fail class.

ARTICLE 3 – LEAVES

Section A – Association Leave

3-A

The Oakley Education Association shall be allowed a maximum of eight days during each school year. These days shall be obtained through the voluntary donations of individual professional employees of one-half (1/2) day of their personal leave to the block of the association days. This donation shall be in writing and shall be submitted by September 15 during first semester or by February 15 during the second semester to the superintendent's office. Association leave days shall not be used by any individual for more than four (4) days in one year. No more than four (4) teachers will be allowed association leave on any one day.

Section B - Paid Time Off

3-B

1. Each professional employee shall be granted 12 days leave yearly. Use of the 12 days of leave may be utilized at the discretion of the teacher upon notice to the superintendent. Professional employees who are employed less than full-time shall be eligible for a prorated amount of leave equal to the percentage of time they teach each year.
2. Additional leave time from the accumulated paid time off may be granted with the prior approval and under the terms set by the superintendent. If the superintendent denies usage of the accumulated time the employee may appeal to the board of education.
3. All requests for the use of leave shall be submitted to the principal at least five (5) teaching days prior to the teacher being absent, if possible. Superintendent has the right to waive this limitation if circumstances dictate.
4. At the end of each contract year every certified employee with paid time off days numbering over fifty (50) will be compensated sixty dollars (\$60) for each of the days over fifty (50). The accumulated days then transferred into the following year will be fifty (50) allowing the awarding of the next year's sick leave days to be achieved at the outset of that year and each employee involved in this transaction will begin the following year with sixty-two (62) accrued sick leave days.
5. Upon termination of the teacher's employment for any reason there will be no payment for accumulated or unused leave.

Section C – Sick Leave Bank

3-C

All certified personnel participate in the sick leave bank. The intent of the sick leave bank is for catastrophic, chronic, and/or critical illness. At any given time, the sick leave bank may have a maximum of two hundred (200) days. Prior to the start of the sick leave bank, certified employees were granted ten (10) sick leave days yearly. The initial days contributed to the bank during the 1985-86 school term was two (2) days per certified employee. One day per certified employee has been added each year thereafter, with each employee granted seven (7) sick leave days, cumulative to sixty (60) for personal use. The days are added to the sick leave bank at the beginning of each school year. When the sick leave bank has 200 days at the end of any academic year, each teacher shall be credited one additional day of sick leave. This additional day shall be available to the teacher on the first day of the following academic year not to exceed the 12 Paid Time Off days.

Days from the sick leave bank may be used for a teacher's personal illness, illness of the teacher's immediate family, or bereavement.

Sick leave bank will only be used for chronic, catastrophic, and/or critical illness which does not include elective surgery.

The sick leave bank usage will be determined solely by the sick leave bank panel. The panel consists of two association members, one board of education member, one administrator, and one person chosen at large by the four members of the panel. The panel will also monitor usage for abuse. When considering applications for use of sick leave bank days, the sick leave bank panel will be guided by but not limited to the six (6) criteria listed below.

In order for a certified employee to be eligible to apply for use of the sick leave bank, the employee must have used all his or her own sick leave as well as his or her personal leave. Written application is to be made to the panel.

APPLICANTS TO THE SICK LEAVE BANK WILL:

1. Experience one day deduction of basic salary for EACH application for usage even for the same illness.
2. For each application have explicit documentation (letter of explanation) from a physician to qualify.
3. The enclosed checklist will also be required.
4. Be basically hospital bound or homebound and participating in no paid or unpaid activities.
5. Be willing for their utilization of the bank to be made public to all certified employees.
6. Be reimbursed at their basic salary rate excluding extra duty/extended contract wages provided those duties are interrupted by the absence.

The maximum an individual may withdraw from the sick leave bank is sixty (60) days per school year, if available. Certified employees who are employed less than full-time shall be eligible for a prorated amount, equal to the percentage of time they teach.

The number of days a teacher may use from the sick leave bank shall be limited to sixty (60) days, the number of days in the sick leave bank, the number of days remaining in the school year, or the number of days of illness or disability of the teacher, whichever may be less.

Anyone having using sixty (60) days from the bank, either in one year or cumulatively, will be expected to return at least eighteen (18) days to the bank at the rate of three additional days per year. Failure to comply will make the teacher ineligible to apply for usage in the future.

If the bank should become depleted or low, certified employees may, in writing, donate a number of their sick leave days, designating those days to a specific certified employee who may be in need. However, no employee may exceed the sixty (60) day limit for annual usage of the bank.

*PHYSICIAN'S CHECKLIST
FOR USE OF TEACHER
SICK LEAVE BANK*

Teacher Name: _____

1. The nature of the teacher's illness is:

Chronic
Critical
Catastrophic

2. The patient's health requires that he/she be:

Homebound
Hospital bound
Neither

3. This patient is scheduled for surgery which is:

Elective
Non-elective

4. If this patient is not an employee of USD #274, how is he or she related to a qualifying employee of the school district? _____

5. Estimated normal recovery time _____ . If actual recovery time differs from estimation, please submit date of recovery when known.

Physician's Signature

Date

Section D – Jury Leave

3-D

Jury leave is defined as absence from duty due to serving on a jury of any court. Jury leave allowed under this provision shall be limited to the duration of the case, per teacher, for each jury selection. The full salary of the teacher serving on jury shall be paid to the teacher for the days of absence caused by such jury duty. Any compensation given to the teacher by the court for serving as a member of the jury shall be paid to the Oakley Public Schools. Compensation does not include expenses incurred while serving on jury duty.

Section E – Administrative Assignment

3-E

Administrative assignment shall cover our district in-service, curriculum meetings, clinics, conferences or other educational meetings. Administrative assignment may be granted on the request of the teacher, or by directive of the Superintendent or Board of Education. All leaves for the purpose of administrative assignment shall be subject to approval by the Superintendent of Schools prior to the teacher being absent from the school district. The reason for administrative assignment shall be placed on the administrative assignment form. Teachers absent from school due to administrative assignment will receive their full salary and in addition may receive travel and out-of-pocket expenses in such amount as determined by the superintendent. The teacher may be requested to submit a report upon the completion of any administrative assignment.

Section G – Family Leave

3-F

According to the Family and Medical Leave Act of 1993, an eligible employee may take up to 12 weeks of un-paid, job protected leave for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees.

Any employee on family leave may use their personal and accumulated sick leave towards their 12 weeks. An employee who does not have accumulated leave for 6 weeks paid leave may request donations up to 15 days to reach the 6 weeks paid leave. In order for the employee to be eligible to apply for donated leave, the employee must use all of his or her own sick leave and personal leave. The employee must notify the District Office in writing of the need for donated leave. The employee will experience 1-day deduction of basic salary for each application.

Leave that qualifies for Family and Medical Leave under the birth of a child or the placement of a child for adoption or foster care does not qualify for the sick leave bank outlined in 3-C.

ARTICLE 4 – GRIEVANCE PROCEDURE

Section A – Purpose

4-A

Good morale is maintained as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing contained herein will be construed as limiting the right of any teacher having a grievance, to discuss the matter informally with any appropriate member of the administration and have the grievance adjusted, provided the adjustment is consistent with the terms of the agreement.

Section B – Definitions

4-B

The term “grievance” shall mean a complaint by a teacher or teachers in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of the teacher’s contract or negotiated agreement.

The term “grievance” shall not apply to any matter as to which 1) the method of review is prescribed by law, or 2) the Board is without authority to act.

An “aggrieved person” is a teacher or teachers asserting a grievance. A “day” shall be defined as a school day.

Section C – Representation

4-C

The aggrieved person shall have the right at all levels to proceed personally or with the assistance of the Oakley Education Association.

The member of the Unified School District #274 professional staff or counsel that may be acquired by the aggrieved may represent the aggrieved. The administration shall be entitled to representation of its choice at any level of the grievance procedure.

Representation for either party at Level One shall be discouraged.

Section D – Statute of Limitations

4-D

No grievance will be recognized unless it is presented within twenty (20) days after the aggrieved person knew or was made aware of the act or condition upon which the grievance is based.

Section E – Records

4-E

A permanent record of all formal grievance cases shall be maintained starting at Level Two. One copy of the final disposition will be kept at the central office, separate from personal files of the employee, and another copy will be kept in the local teacher's association files. The records will be considered confidential.

1. Level One: A grievance will first be discussed with the aggrieved person's principal with the objective of resolving the matter informally. In the event that the aggrieved is not satisfied with the disposition of his or her complaint, he or she may, as an individual, continue to pursue the grievance informally to the Superintendent and the Board of Education, as necessary. The aggrieved may, however, at any informal administrative level return to the formal grievance procedure at Level Two.
2. Level Two: The aggrieved may request a formal meeting with his or her principal, in writing, within five (5) days following the informal discussion of complaint. A conference between the aggrieved and the principal will be held within two (2) days following the request for a formal meeting and a decision will be rendered by the principal, in writing, within two (2) days following the conference.
3. Level Three: In the event the aggrieved is not satisfied with the disposition of his or her grievance at Level Two, the aggrieved may, within five (5) days of the decision of the principal, submit a grievance to the Superintendent of Schools. The Superintendent will meet with the aggrieved person in an effort to resolve the grievance. Such meeting is to take place within five (5) days after the receipt of the written statement of his decision within five (5) days following the date of the meeting with the aggrieved.
4. Level Four: **A:** Within five (5) days of the receipt of the Superintendent's written response the aggrieved may request that the association submit the grievance to an advisory panel. If the association determines that the grievance involves the interpretation, meaning or application of any of the provisions of the professional employee's contract, negotiated agreement or any written policies of the board which affect professional employee(s), it may submit the grievance to advisory review. This shall be accomplished, within ten (10) days of the receipt of the grievance from the professional employee, by giving written notice to the Clerk of the Board. The association shall designate its advisory panel member along with its request for review. **B:** Within five (5) days of the receipt of the request for review, the board shall designate its advisory panel member and within five (5) days of the board's appointment of its panel member these two shall meet and select a third panel member. **C:** The advisory panel will confer with representatives of the board and the association and hold hearings promptly. The decision shall be rendered in writing not later than ten (10) days from the date of the hearing or from the date of the final statements and proofs are submitted. Neither party shall be permitted to introduce in the advisory proceedings any evidence which was not submitted to the other party in prior hearings on their grievance. The advisory panel will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the advisory panel shall be submitted to the board and the association and shall be advisory. Advisory panel members must reside in USD #274. **D:** All cost will be borne by the party incurring them.
5. Level Five: Within five (5) days after receiving the decision of the advisory panel, the aggrieved may appeal the decision in writing to the Clerk of the Board of Education. The Board of Education, at the next board meeting, will meet with the aggrieved for the purpose of resolving the grievance. The Board of Education, shall within five (5) days, notify the parties involved, in writing, of the Board's resolution of the grievance. The decision of the Board shall be fair.

Section G – Miscellaneous

4-G

1. All grievance hearings and conferences shall be closed to individuals, groups and organizations not directly involved in the meeting. All meetings with the Board of Education shall be held in executive session with the parties concerned in attendance.
2. All parties to the grievance procedure have the right to call witnesses during the grievance conferences at any level.
3. No reprisals of any kind shall be taken by the Board of Education, the Superintendent of Schools, the Principal, or teachers against anyone by reason of his or her participation in the grievance procedure.
4. A grievance may be withdrawn at any level without prejudice.
5. In the event a teacher wishes to process the grievance at Level Two he or she must fill out two copies of the grievance form which are to be presented to the appropriate person or persons when initiating Level Two action in the grievance procedure. One copy will be kept by the principal or superintendent and the other copy will be returned to the individual along with the written disposition rendered at the level involved.
6. When submitting a written grievance to a higher level, a copy of all dispositions received at lower levels will be attached.
7. The time limits stated are maximums and every effort should be made to expedite these procedures whenever possible.
8. The grievance hearing will be held in executive session with the parties concerned in attendance unless the grievant requests the hearing to be in open session. The board may deliberate their decision and/or discuss the matter with the board's attorney in executive session without the parties or advocates.

ARTICLE 5 – PROCEDURE FOR REDUCTION IN FORCE

Section A – R.I.F. Guidelines

5-A

Rule Upon determination by the Board of Education that a reduction in force is necessary, the following guidelines will be used to determine how the reduction in staff will be determined:

Certification, teacher skills, evaluations, and seniority will be considered. The Board of Education shall have complete discretion as to the number of staff members to be reduced and shall retain those teachers possessing the best of the above qualifications.

If two or more teachers are similarly qualified in the above areas, the Board of Education will determine the needs of the district and retain the best qualified.

Recall When possible, the District will provide those teachers identified for reduction the opportunity to become certified in another area so that they may continue their employment with the district.

Reduction in force personnel who wish to be considered for reemployment will provide written notification to the Board of Education within thirty (30) days.

When a vacancy occurs for which the teacher is certified, the Board of Education will send a certified letter to said teacher stating that a vacancy is open. If the teacher does not respond within seven (7) days after notification his/her right to that position will be forfeited. The teacher will still receive notification of additional positions for a period of not less than 2 years. A teacher may opt out of the notification period by submitting written notice to the district office.

Teachers who are offered reemployment under these circumstances will have seven (7) days from the date of receipt of notification to accept or reject the offer.

If a “reduced” teacher is reemployed, all previously accrued benefits will be restored to the teacher.

ARTICLE 6 – TEACHER CONTRACT

Section A – Contract

6-A

**UNIFIED SCHOOL DISTRICT NO. 274
LOGAN COUNTY, OAKLEY, KANSAS
(Commonly known as USD #274 Oakley)**

This contract, made and entered into, this /day of /, by and between the Board of Education of Unified School District #274, Logan County, State of Kansas, hereinafter called “Board” and /, hereinafter called “Teacher.”

The parties hereto agree that / shall be employed by Board as an employee of said Unified School District #274, Logan County, Kansas for school year of /, as defined and scheduled by Board on the basis of /, duty days of teaching and other assignments as designated by the Board, at the compensation set forth at the end of this contract, payable in 12 equal installments, on or about the 10th day of each month in compliance with the statutes of Kansas commencing /, subject to the following terms and conditions:

1. The service to be performed by the Teacher hereunder shall be as determined and assigned by the Superintendent of Schools, and Teacher shall be subject to the policies, orders, rules, and regulations of the Board. The Board reserves the right to transfer or reassign Teacher to any other school, or to any educational project or program of the school district for which Teacher is qualified, after consulting with Teacher about possible alternatives.
2. This contract is contingent upon the Teacher being and remaining certified during the term of employment with respect to the position for which Teacher is employed, and in the event Teacher shall be unable to furnish to and maintain with Board valid Kansas Instructor’s Certificate during the term of employment hereunder, this contract may be terminated by the Board and the Board shall withhold the payment of salaries as provided in K.S.A. 72-1390.
3. As a condition to entering or continuing employment, Teacher is required to submit a certification of health, as provided by K.S.A. 72-5213, the expense thereof to be borne by Teacher.
4. In the event the employment of Teacher hereunder shall be terminated for any reason prior to the expiration of the school year, the salary as specified in this contract shall be prorated according to the actual number of days completed toward the terms of this contract.
5. In the event Teacher is absent from duty except as hereinafter specified, deduction shall be made from the salary for each day of absence as provided by Board policy or the current negotiated agreement. Deductions shall not be made in the event such absence is covered by sick leave, other leave provisions, or the result of other authorized absence in accordance with and subject to the policy, rules, and regulations of Board.
6. This contract is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments thereof or supplements thereto respectively.

Salary According to Guide /
 Extended Contract Amount /
 TOTAL COMPENSATION /

Witness our hands on the day and year first above written.

UNIFIED SCHOOL DISTRICT #274
Logan County, State of Kansas

ATTEST:

By: _____
President, Board of Education

Clerk, Board of Education

Teacher

Section B – Reproduction of the Agreement

6-B

The Board will provide a current copy of the Negotiated Agreement on the district network so that all teachers may access an official copy of the document. This copy shall be made available after the parties have proofed the document to be presented for ratification by the parties. Any teacher not connected to the USD #274 network shall be provided a hard copy of the current agreement within ten (10) days of the final adoption of the agreement.

The parties shall sign two official copies of the agreement. One copy shall be provided to the Association's bargaining spokesperson and one copy shall be retained by the Board of Education. The Board shall be responsible for the production of all hard copies and the inclusion of the document on the network in both platforms (PC and Macintosh). The Board will provide all teachers with written directions for accessing the agreement from the network.

ARTICLE 7 – DUTY YEAR

Section A – Duty Days

7-A

The number of duty days for the school year shall not exceed one hundred eighty-one (181) days. As a part of the one hundred eighty-one (181) duty days the Board of Education shall have the right to schedule in-service days, teacher work days, and days for parent/teacher conferences. Teachers shall have two (2) work days, free of meetings and in-service at the beginning of the fall term. Additionally, one workday will be provided to the teaching staff that will be free of conferences, meetings, in-services, and/or staffings. The PDC committee that develops the calendar shall set this day with the help of the Superintendent of Schools. The workday shall be held immediately prior to the final date to submit purchase orders for the upcoming year.

Section B – Holidays and Vacation Days

7-B

The Board of Education shall adopt the school calendar each year. The Board in adopting the school calendar shall include the following holidays, with the minimum number of days as designated:

Labor Day	1 school day
Thanksgiving	2 school days
Christmas	7 school days
February Break	1 school day
Spring Break	2 school days
Easter Vacation	2 school days
Memorial Day	1 school day

As designated, all days will include the minimum number of days of each vacation. The board shall have the right to increase the number of vacation days in developing the school calendar.

ARTICLE 8 – TEACHING WORK DAY

Section A – Periods and Work Day

8-A

The Board of Education of USD #274 shall have the right to determine the number of teaching periods in the school day and the right to change the number of periods from time to time as determined by the Board of Education. In addition, the Board of Education shall have the right to lengthen or shorten the school day to accommodate the changes in the number of teaching periods within the day. The normal work day shall not exceed 7 hours 45 minutes excluding the lunch period of at least 20 minutes.

When inclement weather causes a school to be under the minimum hours of required attendance as required by the state and defined in K.S.A. 72-1106, the Board and Association bargaining teams shall meet to determine the following:

- a. Which school(s) will not meet the attendance requirement if no change is made to the teacher-student contact time;
- b. How many hours are needed to meet the State attendance requirements;

The parties will then attempt to reach an agreement on to adjust the number of student contact minutes within the current student contact day. The parties will attempt to make up the time needed by beginning the student day earlier then ending the day later, and lastly by trimming the student lunch period. The parties agree that the time to be made up will not exceed the minimum requirement established by the State.

The following schools have student contact each day as follows:

High School 420 minutes with a 25 minute lunch period.

Middle School 420 minutes with a 25 minute lunch period.

Oakley Elem. 425 minutes with at 30 minute lunch period.

Section B – Guidelines for Change

8-B

Prior to any changes by the Board of Education of the number of teaching periods and/or a change in the length of the school day, the Board of Education shall notify the Oakley Education Association of the proposed change and the reason for the change, and the association shall have a period of 30 days from the date of such notification to submit their comments and recommendations to the Board of Education. Following the opportunity of comment by the association, the board shall make the decision the board feels is in the best interest of the school district.

Section C – Faculty Meetings

8-C

Teachers shall be required to report to duty no later than 7:35 AM and teachers shall be permitted to leave no earlier than 3:45 PM of the scheduled school day. The school day may be extended by the administration for the purpose of holding faculty meetings. These extensions are limited to 30 minutes for single building meetings. The faculty meetings may be called by each building principal either prior to or after the normal workday. Faculty meetings will not normally be scheduled after school on Friday or on the day when school is dismissed for any holiday. Teachers who serve under more than one principal shall be required to attend only those meetings held by the primary principal under whom they work. Information discussed at other buildings where they might work will be disseminated to them in memos. When the principal deems it necessary to conduct school improvement, curriculum development, and staff development which will be held before or after a regular school day, teachers required to attend will be compensated at the rate of \$16 per hour. To the extent possible, the administration shall notify teachers in advance of all faculty meetings so they can plan their schedules accordingly.

If joint building faculty meetings are held, they will be limited to sixty (60) minutes, which shall begin when the teachers required to attend are present or twenty-five (25) minutes after school is dismissed. Joint building meetings shall be defined as meetings at which staff members from any two (2) or more of the following attendance sites are present: Oakley Elementary, Oakley Middle School, and/or Oakley High School. Faculty meetings, whether they are single or joint building meetings, shall not be held more than one time in each calendar month.

Section D – Planning Time

8-D

In grades 6-12 each teacher shall have one class period of planning time. In grades K-5 the teachers shall have planning periods during the time their students are participating in library, vocal music, and P.E. This time will be arranged in a solid block whenever possible.

At times it may be necessary to require teachers to cover classes during their planning period. If this is the teacher's only planning period, he/she shall be paid twice the Special Assignment rate specified in Article 2, Section D of this agreement. If a teacher is left with more than one (1) planning period due to zero enrollment in a scheduled class, he/she will not receive additional pay unless he/she covers during all of his or her planning periods. If this happens, the rate of pay will be for one (1) period.

Section E – Early Dismissal

8-E

On days preceding holidays or days preceding vacations, the teachers shall be released from duty 15 minutes after the end of the scheduled school day or at such earlier time as determined by the Superintendent. Attendance of teachers shall not be required whenever student attendance is not required due to inclement weather or other emergency closings.

ARTICLE 9 – DUTY FREE LUNCH

Section A – Lunchroom Supervision

9-A

Each principal shall develop a schedule for lunchroom supervision. Teachers do not have to be lunchroom supervisors. The Board of Education hopes teachers, as professionals, would take appropriate action anytime they see behavior on school grounds or in buildings that could cause disorderly or unsafe conditions.

ARTICLE 10 – MANAGEMENT RIGHTS

Section A – Rights

10-A

The board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Kansas.

Section B – Limitations

10-B

In addition, except as specifically abridged, delegated, granted, or modified by this agreement, all of the rights, powers, and authority of the board had prior to reaching this agreement are retained by the Board of Education and remain exclusively and without limitation the right of management.

Section C – Unilateral Changes

10-C

It is further agreed that the Board of Education has the specific right to make any and all unilateral changes in policies, rules, regulations, and practices not in conflict with this negotiated agreement, as long as these are not matters or subjects termed mandatorily negotiable under the provisions of K.S.A. 72-5413(1).

ARTICLE 11 – INTERACTIVE TWO-WAY (TWTV) INSTRUCTION

Section A – Evaluation

11-A

Any teacher employed by USD #274 and participating in the TWTV Instructional Program as a “Sending Teacher” will be evaluated according to the USD #274 Evaluation Policy.

ARTICLE 12 – EVALUATIONS

Section A – Responsibility for Evaluation

12-A

The administrative staff shall be responsible for evaluating all certified employees within the district.

Section B – Evaluation Task Force

12-B

A four member task force will be appointed to review the teacher evaluation: one member will be a BOE member appointed by that group, a second member will be a member of the administration staff, the final two members will be from the teaching staff and appointed by the Oakley Education Association. The task force will make its recommendation to the negotiations team by May 1, 2001.

Section C – Evaluation Process

12-C

The evaluation includes the following:

1. A time line for evaluations and procedures used during the evaluation process.
2. Expectations or outcomes we expect every teacher to be able to meet and the criteria used to determine whether the expectations are being met.
3. The evaluation instrument.
4. A plan of improvement document if one or more of the expectations or outcomes are not being satisfactorily met by the employee.

Section D – Time Line and Procedures

12-D

Responsibility for Evaluation:

The administrative staff shall be responsible for evaluating all certified employees within the district.

Schedule of Evaluation and Considerations:

All evaluations are to be made in writing and all evaluation documents and responses thereto are to be maintained in a personnel file for each employee for a period of not less than three years from the date each evaluation is made.

Every employee in the first two consecutive school years of employment shall be evaluated at least one time per semester by not later than the 60th school day of the semester, except that any employee who is not employed for the entire semester shall not be required to be evaluated and that every employee during the third and fourth years of employment shall be evaluated at least one time each school year by not later than February 15. After the fourth year of employment every employee shall be evaluated at least once every three years by not later than February 15 of the school year.

Evaluation Procedure:

At least five days prior to any observation the evaluator shall meet with the teacher to discuss the following a) What outcomes does the teacher anticipate for the lesson which will be presented on the day of the observation, b) What methods of instruction will the teacher use to present the lesson on the day of the observation, c) What materials will be used for the lesson being presented on the day of the observation, and d) Are there any special events or problems the teacher wishes the evaluator to observe?

The evaluator will identify any specific skills or teaching practices he/she wishes to observe and determine the best time to observe those skills or practices. The evaluator shall also identify any specific problem areas he/she believes need to be monitored or changed. The evaluator shall also identify any specific portions of the evaluation form he/she will be focusing on.

A blank copy of the evaluation form will be given to the teacher at this conference. The evaluator will also give the teacher a copy of the evaluation procedures copied from the current negotiated agreement.

The evaluator shall make at least two classroom observations of forty minutes each, prior to the completion of the evaluation form. If additional observations are made by the administrator and he/she wishes to use the information gathered in any such observations in the evaluation process, he/she will reduce the observation to notes and provide a copy of those notes to the teacher by the end of the day the observation was made.

Within five days of any observation used for evaluation purposes, the evaluator and the teacher shall meet to review the observations of the evaluator. Within five days of the last observation to be used for the evaluation, the teacher and the evaluator shall meet to discuss the evaluation document completed by the administrator. Within five days of this conference the administrator will provide the teacher with a signed and dated copy of his/her evaluation of the teacher.

If a teacher receives an "I" in any portion of the evaluation, the evaluator will identify the specific deficiency and the behavior that lead to the evaluator to his/her conclusion. The evaluator will also identify the specific indicators of improvement he/she will use to assess improvement in this area.

The teacher may submit a written response to the evaluation within ten school days of the receipt of the signed and dated evaluation. This response will be attached to all copies of the evaluation retained by the district.

Improvement Plan:

If an improvement plan is needed, the evaluator and the teacher will meet within a week of the teacher's receipt of the evaluation document. The teacher may bring a representative of his or her choice to the meeting(s).

The Improvement Plan will contain the following criteria:

1. A specific statement of the actions or behavior that caused the evaluator to make the assessment that improvement was needed;
2. The specific indicators of improvement will be reduced to writing by the evaluator after consultation with the teacher;
3. The parties will agree on the specific resources available to the teacher in completing the improvement plan. Such resources will include but not limited to the opportunity to observe other classes in the district or in other schools outside the district, participation in workshops that address the specific areas identified as needing improvement, and access to a mentor of the teacher's choice;
4. Any documentation the teacher needs to produce to demonstrate his or her progress toward improvement will be mutually identified;
5. The dates of any follow-up evaluation will be established by mutual consent;
6. Modifications to the improvement plan can be made by mutual consent of the teacher.

The district will pay all costs of assistance identified in the improvement plan.

The mentor selected by the teacher will not be contracted to discuss the progress of the teacher on the improvement plan. The mentor will not testify in any hearing unless ordered to do so by a court of competent jurisdiction or at the request of the teacher.

The teacher at his or her discretion may submit a self-evaluation which, if submitted, will be attached to the evaluation documents retained by the district.

Section E – Professional Evaluation Outcomes and Criteria

12-E

1. The teacher demonstrates command of the subject for which he or she is assigned.
Criteria:
 - a. working knowledge of the subject area
 - b. accuracy and thoroughness of information
 - c. uses resources to supplement outcomes
 - d. ability to respond to students' questions

2. The teacher develops and maintains a classroom environment conducive to learning.
Criteria:
 - a. physical environment conducive to learning
 - b. establishes and maintains positive rapport
 - c. orderly, safe, and conducive to learning
 - d. encourages reluctant students
 - e. sense of humor is evident
 - f. communicates problems with classroom environment to the building principal

3. The teacher prepares for assigned classes and can show evidence of such preparation.
Criteria:
 - a. evidence of short- and long-term planning
 - b. in line with district curriculum (as presently being developed)

4. The teacher provides an effective (producing a decided, decisive, or desired effect) program of instruction based on the instructional needs and capabilities of the individuals or student groups involved.
Criteria:
 - a. uses a variety of teaching materials and techniques as appropriate to the assignment
 - b. provides for regular assessment of student progress
 - c. provides for appropriate reteaching, adaptation and/or extensions if needed

5. The teacher takes necessary (predetermined, compulsory, or required) and reasonable (making sound judgments) precautions to protect student, equipment, materials, and facilities.

6. The teacher maintains records as required by law and district policies.

7. The teacher upholds and enforces school rules and district policies.

8. The teacher maintains communications with student, parents, and others as related to assignment.
Criteria:
With students:
 - a. attempts to establish rapport
 - b. treats students with respect (consideration)

- c. shows interest
- d. gives details of progress to students

With others:

- a. respects student confidentiality
- b. is accessible to parents
- c. cooperation is evident (This does not mean that there cannot be a difference of opinion.)
- d. informs parents, administrator or appropriate personnel regarding student matters (Problems, Successes)

9. The teacher maintains professional standards.

Criteria:

- a. adherence to stated policies and procedures
- b. follows negotiated agreement and Board of Education policy
- c. attends required meetings (as outlined in the negotiated agreement)
- d. maintains records
- e. flexible (capable to responding or conforming to changing or new situations)
- f. provides information/reports as requested
- g. uses appropriate (especially suitable or compatible) judgment in dealing with students, staff, and community

10. The teacher demonstrates professional growth.

Criteria:

- a. commitment to learn and apply new instructional and technology skills as related to assignment
- b. evidence of continued self-improvement
- c. participates in professional growth activities and is willing to share these experiences

11. The teacher demonstrates effective skills in reading, writing, math and speaking as necessary for assignment.

Criteria:

- a. speaks distinctly and correctly
- b. easily understood by students
- c. logical manner evident

12. The teacher manages student behavior appropriately for the content area.

Criteria:

- a. specific expectations for behavior are outlined for students
- b. applies rules consistently and fairly
- c. models appropriate behavior
- d. deals with misconduct, interruptions, and digressions in ways that promotes effective use of class time
- e. individual student differences are taken into consideration

Section F – Certified Evaluation Process

12-F

E-EXCELLENT: indicates consistent and exceptional performance

C-COMPETENT: indicates effective performance

I-IMPROVEMENT REQUIRED: indicates deficient performance, which must be corrected in accordance with the plan of improvement.

NA-NOT APPLICABLE OR NOT OBSERVED

THE TEACHER:

1._____ Demonstrates command of the subject for which he or she is assigned.

COMMENTS:

2._____ Develops and maintains a classroom environment conducive to learning.

COMMENTS:

THE TEACHER

3._____ Prepares for assigned classes and can show evidence of such preparation.

COMMENTS:

4. _____ Provides an effective program of instruction based on the instructional needs and capabilities of the individuals or student groups involved.

COMMENTS:

5. _____ Takes necessary and reasonable precautions to protect students, equipment, materials and facilities.

COMMENTS:

THE TEACHER:

6. _____ Maintains records as required by law and district policies.

COMMENTS:

7. _____ Upholds and enforces school rules and district policies.

COMMENTS:

8._____ Maintains communications with students, parents, and others as related to assignment.

COMMENTS:

THE TEACHER

9._____ Maintains professional standards.

COMMENTS:

10._____ Demonstrates professional growth.

COMMENTS:

11._____ Demonstrates effective skills in reading, writing, math and speaking as necessary for assignment.

COMMENTS:

THE TEACHER:

12._____ Manages student behavior appropriately for the content area.

COMMENTS:

EVALUATOR'S SUMMARY:

TEACHER'S COMMENTS:

EVALUATOR'S SIGNATURE _____ Date:_____

EMPLOYEE'S SIGNATURE _____ DATE:_____

OAKLEY USD#274
Employee Improvement Plan

Staff member _____
Location _____
Assignment _____
Date _____
Evaluator _____

Identify the expectations/outcomes requiring improvement.

Plans of improvement (include resources and time line)

Evidence of sufficient improvement will include the following:

Comments during final assessment conference.

Complete during final assessment conference:

- Check one Satisfactory progress toward goal
 Met or surpassed goal
 Did not meet goal

Employee signature: _____

Date: _____

Administrator signature: _____

Date: _____

Review Date: _____

Review Date: _____

Review Date: _____