

2013-2014

**BETWEEN
U.S.D. #344
AND
PLEASANTON NEA**

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ARTICLE I - PREAMBLE

AGREEMENT made and entered into as of the 1st day of July, 2013, by and between THE BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 344, hereinafter referred to as the Board, and Pleasanton-NEA, hereinafter referred to as the Association.

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

WHEREAS, the Association is recognized by the Board as the exclusive representative of all those employed by the Board, excluding administrative employees, in positions which require licenses issued by the State Board of Education including, but not limited to, all classroom teachers, counselors, and librarians; and

WHEREAS, the Board and Association recognize and declare that providing a quality education for the students of Unified School District No. 344 is their mutual desire and that the character of such education depends predominantly upon the quality and morale of the teaching staff; and

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

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

WHEREAS, a majority of the Board and a majority of the licensed staff voting have duly ratified the sum total of the tentative agreements reached by their respective negotiations teams,

BE IT RESOLVED that this Agreement constitutes the terms and conditions of employment agreed to by the parties under the provision of the Professional Negotiations Act, K.S.A. 72-5413 *et seq.*

In witness whereof, the parties have hereunder set their hands.

For the Board: Richard Carpenter

For the Association: Kaye Hardy.

FOR THE BOARD OF EDUCATION

FOR THE ASSOCIATION

Richard Carpenter Date

Kaye Hardy Date

ARTICLE II - DURATION OF AGREEMENT

This Agreement, having been ratified by a majority of the Board and a majority of the members of the certified negotiating unit in accordance with the provisions of the Professional Negotiation Act, K.S.A. 72-5413, *et seq.*, shall remain in full force from July 1, 2013 to June 30, 2014, and thereafter for successive contracted periods unless written notice to amend is given by either party to the other not later than February 1, 2014, immediately preceding the expiration date pursuant to K.S.A. 72-5423.

ARTICLE III - DEFINITIONS

- A. **ADMINISTRATION:** All persons employed by the Board in positions requiring an administrative license by regulation of the State Department of Education as stated in the current KSDE Handbook.
- B. **ASSOCIATION:** Pleasanton-National Education Association (PNEA), affiliated with the Kansas National Education Association (KNEA) and the National Education Association (NEA).
- C. **BOARD (BOE):** The Board of Education of Unified School District No. 344, Linn County, Kansas.
- D. **DAYS:**
1. Except when otherwise indicated, days shall mean teacher contract days. Contract days shall mean each day that licensed employees are required to provide service to the district in accordance with this agreement.
 2. Student Contact Day shall mean instructional days when students are present.
 3. Work Day shall mean any contract day to be used by teachers as uninterrupted work time for the purpose of, but not limited to, classroom preparation, grade completion, records completion, lesson planning, collaboration with other faculty, and internet research. During a Work Day teachers will not be required to attend any meetings. Four (4) days shall be allotted as workdays for the school year.
 4. Administration Day shall mean any contract day to be used by district administrators for the purpose of, but not limited to, faculty meetings, insurance meetings, coaches meetings, new staff meetings, or any other meetings deemed necessary by the district

administration. A minimum of two and one-half (2 ½) days shall be allotted to in-service training which may be combined into various full and half-day segments as determined by the administration.

- E. **DISTRICT:** Unified School District No. 344 (USD #344), Linn County, Kansas.
- F. **EMPLOYEE:** The terms employee and teacher may be used interchangeably but shall mean the same.
- G. **LICENSE, LICENSURE:** These terms shall mean the same as Certificate and Certification, respectively.
- H. **SENIORITY:** The period of professional service in the district.
- I. **SUPERINTENDENT:** Superintendent of School of Unified School District No. 344, Linn County, Kansas.
- J. **TEACHER:** All licensed employees of Unified School District No. 344 in the defined bargaining unit, excluding administrators.
- K. **UNASSIGNED TIME:** A teacher's planning or lunch time.

ARTICLE IV - ASSOCIATION PRIVILEGES

A. USE OF FACILITIES AND EQUIPMENT.

The association shall have the right to use school facilities and equipment including, but not limited to, computers, typewriters, word processing equipment, copy machines, calculating machines, and audio-visual equipment when such equipment is not otherwise in use. The Association shall have the right to use school buildings for Association meetings and business, shall have a bulletin board exclusively for Association use in each attendance center, and shall have access to licensed staff mailboxes for Association use.

B. REPRODUCTION OF AGREEMENT.

A copy of this Agreement shall be placed on the USD #344 website, which may be accessed by anyone, within thirty (30) days after the Agreement is signed and shall remain there during its lifetime. The Board shall print at least five (5) copies of this Agreement at its own

expense within the same time frame and will furnish them to the Association.

C. ASSOCIATION DUES DEDUCTIONS.

The Board shall allow for the deduction of Association dues upon receipt of a signed application from any licensed staff.

D. BOARD AGENDA.

The Association may request to address the Board at each regular meeting. Said request shall not be unreasonably denied. Within forty-eight (48) hours of any regular meeting, the Association president shall receive the current proposed agenda and minutes from previous meetings, including attachments for all regular and special Board meetings.

E. ACCESS TO DISTRICT INFORMATION.

The Board shall provide the Association with any and all non-confidential information upon written or electronic request.

ARTICLE V - MANAGEMENT RIGHTS

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

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

teachers. The use of judgment and discretion in connection with this reservation of rights shall be limited only by specific and express items in the Agreement.

ARTICLE VI - SALARY

A. PAY PERIODS.

Each employee shall be paid in twelve (12) or nine (9) installments on the day following the regularly scheduled BOE meeting of each month. Employees shall receive their checks at their regular buildings and on regular school days unless otherwise designated by the employee and agreed to by the Administration.

B. EXCEPTIONS.

1. When school is canceled for whatever reason on the day following the regularly scheduled BOE meeting, any employee opting to receive a physical paycheck may have to wait until the day school resumes to obtain his/her check.

2. Any employee, upon written notice to the Board prior to March 1, shall receive his/her June, July and August checks in June of that work year. Such notice shall remain in effect until rescinded by the employee.

C. SUMMER CHECKS.

Summer checks, other than for summer school employees, shall be mailed to the address designated by the employee.

D. SALARY REDUCTIONS.

Any docking of salary for teachers on the standard teaching contract of one hundred seventy (170) contract duty days shall be one/one hundred seventieth (1/170) of the contract salary of each day of salary dock. Salary docking of teachers on extended or part-time contracts shall be on a pro rata basis of the 1/170 for the standard teaching contract.

E. SALARY SCHEDULE.

The salary schedule shall be set forth in Appendix D.

F. REIMBURSED DISCRETIONARY LEAVE.

Accumulation of Discretionary Leave at the end of the year over sixty (60) days will be reimbursed, on or before June 30, at a rate of \$50.00 per day.

G. LONGEVITY PAY.

Employees will be entitled to longevity pay based on continuous length of service in USD #344. Those employees who have served for five (5) consecutive years will be eligible for \$500 longevity pay in November of their sixth (6th) year. Those employees who have served ten (10) consecutive years will be eligible for \$1000 longevity pay in November of their eleventh (11th) year. Years of service for other districts will not count toward the requirement. Length of service for USD #344 must be continuous and uninterrupted. Payments for longevity will be made with the November payroll check.

H. TRANSCRIPTS

Transcripts must be turned in to district office by the second (2nd) day teachers report at the beginning of the school year in order to move over on the salary schedule.

ARTICLE VII - PAYROLL DEDUCTIONS

Within thirty (30) days after receipt of written authorization from the teacher, the Board shall deduct from the salary of the employee and make appropriate remittance for:

A. COMBINED PNEA ASSOCIATION DUES.

Such authorization shall continue in effect from year to year. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) or appropriate amount of such dues from the regular salary check of the employee each month. Amounts to be deducted shall be supplied the Board through a schedule established by the Association. Any balance due upon the employee's termination of employment shall be deducted from such individual's final check. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing by the employee before August 1 of any school year. The Board shall transmit to the PNEA Association the total

monthly deduction for the professional dues within ten (10) school days following each regular period with a listing of the employees for whom the deduction was made.

- B. ANNUITIES.
- C. CHARITABLE DONATIONS.
- D. CREDIT UNIONS.
- E. Any others jointly approved by the Association and the Board.

ARTICLE VIII – SUPPLEMENTAL/CO-CURRICULAR CONTRACT COMPENSATION

A. ASSIGNMENT.

1. Supplemental activities are assignments in addition to the employee's primary contract of employment. Such assignments shall be voluntary and no employee shall be required to accept any such assignment. Supplemental positions may be created by the Board (State Statute) and initial salaries set by the Board. Those salaries will automatically become an item for discussion at the next contract negotiations.

All certified staff will be notified whenever a supplemental position becomes open either through resignation or non-renewal of the person holding the position. In order to be considered for the supplemental, a written request for consideration must be submitted to the Superintendent and/or Building Principal.

2. Co-curricular activities are assignments which may occur outside the normal school day but are part of the regular curriculum of a class. Such assignments are part of the teacher's primary teaching duties and, therefore, are not considered voluntary, but instead an integral segment of the teacher's duties and as such are attached to the teacher's basic contract. The BOE may add or delete co-curricular Contract Extended Duty as needed and compensation will be determined by the BOE and /or supplementary salary schedule.

B. INSURANCE.

All extracurricular activities shall be covered by district insurance.

C. SUPPLEMENTAL/CO-CURRICULAR ASSIGNMENTS COMPENSATION.

1. While supplemental assignments are voluntary and co-curricular assignments are mandatory, both are compensated separately from the teacher's basic salary. The percentage of the increase or decrease in compensation will be negotiated at the same amount for both salary schedules.
2. See attached lists of existing supplemental and co-curricular assignments and rates of pay in Appendix A.
3. A list of all supplemental positions will be included in the teacher handbook. If a certified staff member is interested in any position, occupied or not, the staff member shall provide a written correspondence to the building principal, superintendent and board clerk at any time. A list will then be compiled and presented to the board to view by the November board meeting.

ARTICLE IX - EXTENDED CONTRACT RATE

- A. The salary schedule is based upon the regular school year and the normal workday as set forth in this Agreement. Any employee whose assignment exceeds the regular employee work year, or the normal employee hours and the load, will be additionally compensated on an hourly basis.
- B. Staff members asked to forfeit unassigned time shall be reimbursed at their hourly per diem rate for each hour or fraction thereof.
- C. Teachers employed for the summer or after school instructional programs will be paid at the rate of \$15.00 per hour for hours worked if a license is not required. These teachers must submit a comprehensive report indicating the number of hours and days spent and the accomplishments of their summer program before payment is made.
- D. **CONTRACT INCENTIVE.**

The Board may pay a salary "above schedule", as determined by the Board, to a licensed teacher in a position or duty that current demand may require a higher salary in order to retain a teacher or to hire a teacher to promote the general welfare of the district as determined by the Board. The Association will be notified of the Board's approval of the teacher contract with an "above schedule" amount. Once an "above schedule" amount has been added to or included in

a teacher's compensation under the provisions of this section, the amount shall remain in the teacher's salary and be shown on the contract as a "contract incentive" amount. The contract incentive may be deleted from successive contracts by the Board, providing notice is given to the contracted teacher on or before May 1st each year.

ARTICLE X - EXTRA DUTY ASSIGNMENTS

- A. Extra duty assignments are those non-professional hourly assignments teachers may be asked to consider (e.g., ticket taking, score keeping, adult line judges etc.) Extra duty assignments shall be posted in each building for consideration by district employees first.
- B. Employees shall be compensated at a rate of \$11.00 per hour for each assignment.
- C. For duties that rely on professional licensure, such as curriculum or other committee work, outside of the school day, the employee shall be reimbursed at \$24.00 per hour.
- D. No teacher shall be required to relinquish his/her unassigned time to cover another teacher's class unless compensated at the hourly per diem rate of the teacher's annual salary. Pre-scheduled staff absences, such as sporting events and other meetings, shall be announced and offered to staff at the above-noted compensation rate. Under no circumstances shall teachers be asked to forfeit their planning time without advance consultation and compensation.
- E. At the beginning of each school year a roster will be made by the building principals of interested faculty who will perform lunchroom duty, parking lot supervision, and/or commons area supervision in exchange for receiving a school lunch without charge. Each teacher has the right to accept or reject being on this roster without penalty. A minimum of two (2) teachers must be in the lunchroom or commons area for each session and a minimum of one teacher must be in each parking lot each morning and afternoon. Principals will assign lunchroom duty/parking lot supervision/commons area supervision from the roster, but teachers may trade duty with other teachers in case of conflicts or emergencies. Staff members who agree to accept supervisory responsibilities during lunch may choose to eat a free lunch or be paid \$5.50 for a 30 minute lunch period. Those who voluntarily accept supervisory responsibilities before or after school or

during lunch but who choose not to eat will be reimbursed \$5.50 per assigned 30-minute duty period. Pay for supervisory periods will be made in bi-annual payments.

F. Teachers will attend the annual Open House without compensation unless excused by the building principal.

ARTICLE XI - HEALTH BENEFITS

The Board shall pay \$421 for a single policy or \$581 for a family policy at the direction of the employee. A 100% participation requirement may be placed into effect only if required by the group health carrier by plan definition. Should an employee select a policy that does not require the full maximum fringe available the excess dollars will not be paid to the employee.

ARTICLE XII - TUITION REQUIREMENTS

A. **COLLEGE COURSES AND WORKSHOPS.**

The Board shall reimburse employees for tuition, books and materials after successful completion of up to a maximum of three (3) credit hours per year for accredited college level course work upon receipt of proof of successful completion of the hours from an accredited institution at a maximum rate of the current rate of PSU per credit hour, either graduate or undergraduate, depending on the level hours taken by the employee. Any other enrollment must have the prior approval of the administration before it may be considered as reimbursable.

B. **SEMINARS AND WORKSHOPS.**

Fees for seminars and workshops for which teachers will gain points that can be used for Highly Qualified Licensure will be reimbursed no more than the amount equal to one undergraduate hour per school year. Said seminars and workshops will be taken outside the Student Contact day. The amount paid for the workshop will be deducted from the possible three-hours reimbursement for which the teacher may apply, the remainder of which may be applied toward college hours within the same contract year.

C. **REIMBURSEMENT.**

Teachers will be given the opportunity to apply for reimbursement for more than three (3) hours in the current contract year if money budgeted for that purpose remains unused at June 1. If more than one teacher applies for additional reimbursement and the unused money will not cover all applicants' requests completely, the money will be paid out to the applicants equally until each one who can be reimbursed completely is so compensated. The remaining money will then be divided equally among the applicants who have taken more hours than could be completely reimbursed. (For example, Teacher A has taken 3 hours total, Teacher B has taken 6 hours total, Teacher C has taken 9 hours, and Teacher D has taken 12 hours total in one school year from July 1 to June 1 and each has turned in proof of satisfactory completion of all hours taken by June 1. All four will receive reimbursement for 3 hours. Then Teachers B, C, and D are eligible for additional reimbursement depending upon the amount of money remaining in the budget for the purpose of reimbursement. If enough money remains, each teacher will be reimbursed for 3 additional hours. That would mean Teachers A and B were totally reimbursed for the hours which they turned in. If money still remains in the budgeted account, Teachers C and D could be reimbursed for another 3 hours. If there is not enough money left for reimbursement another 3 hours for these two teachers, the amount remaining will be divided between them as partial reimbursement for the rest of the hours they have turned in.)

ARTICLE XIII - RETIREMENT

- A. Any Teacher who plans to retire should notify the Board at the earliest possible time prior to the March board meeting of the last service year. The Kansas Public Employees Retirement System retirement policy states that a three (3) month notice to KPERS must be given on the proper forms prior to starting retirement. Such forms may be obtained from the district office.**

ARTICLE XIV - PERSONNEL FILES

A. PERSONNEL FILES OPEN TO EACH EMPLOYEE.

The employee's personnel file maintained in the district office shall constitute the sole, official personnel file. This personnel file shall be open to the inspection of the employee during regular business hours, and at the written request of the employee a representative of the Association may inspect the employee's personnel file. Employees shall not be prohibited from physically possessing the sum total of files that constitute their statutory personnel file for purposes of review and record. Administrative personnel may be present when employees review and inspect their personnel files. Material derogatory to the employee's conduct, service, character or personality shall not be placed in the employee's file without notification to the employee. No anonymous data shall be allowed in any employee's file.

B. RIGHT TO REPRODUCE CONTENTS.

The employee and/or his/her representative shall have the right to reproduce any of the contents of his/her file. The employee may reproduce one copy of his/her personnel file without cost and any additional items that are added to it after the initial reproduction.

ARTICLE XV - LEAVES

At the beginning of each school year each employee shall be credited with thirteen (13) days of Discretionary Leave. If an employee is on an extended contract, he/she shall be entitled to an additional one (1) day or pro rata day therefrom of leave for each month beyond the normal contract. The unused portion of this credited leave shall accumulate from year to year up to sixty (60) days.

After at least five (5) complete years of service in this district, employees will be paid \$50.00 per day for each unused Discretionary Leave upon leaving or retiring from the district. Payment will be made on or before June 30.

A. DISCRETIONARY LEAVE.

1. Accumulation of Leave.

The thirteen (13) days of Leave may be used at the discretion of the employee. The employee must fill out a Leave of Absence Request. This request should be turned in to the Building

Principal as soon as the need for Leave is known; if the employee is unable for any reason to turn in the request prior to being absent, the form should be turned in the day the employee returns to work. No reason need be listed for the use of an employee's leave. However, due to the possible unavailability of substitute teachers, leave requests during the week prior to or following Thanksgiving, Christmas, Spring Break, or Easter may be denied if a substitute is unavailable. An employee who chooses to take the Leave despite denial may be subject to salary docking. At the end of the school year, the unused portion of the thirteen (13) days of Leave shall accumulate from year to year up to sixty (60) days.

2. Notification of Accumulation.

Each employee shall be given a written accounting of his/her accumulated leave days in September of each school year and each month thereafter.

B. LEGAL LEAVE.

The Board shall grant each employee the time necessary for appearance in any legal proceeding connected with his/her employment or related to the school system. Legal Leave also includes jury duty and any instance in which the employee is subpoenaed. This time will not be deducted from the employee's discretionary leave. This leave provision does not apply to instances when the employee is the plaintiff or defendant in a civil action or in a criminal action.

C. PROFESSIONAL LEAVE.

If the employee chooses to use his/her Discretionary Leave for professional improvement, the employee will bear all costs of the professional improvement day except for the expense of a substitute teacher. However, the employee will not be charged for leave granted to attend workshops or in-service meetings when requested to do so by the school district. At the request of the Principal and approval of the Superintendent, the employee will be reimbursed by USD #344 for the cost of conference fee, the cost of room, meals, and mileage if personal vehicle is approved and used. The employee will also supply the district with receipts for reimbursement purposes.

D. RELIGIOUS LEAVE.

A maximum of two (2) days per school year may be used by each employee for observance of religious holidays when such observance prevents the individual from working on said days. No charge will be made to accumulated leave. The employee shall file the proper request for approval by the Principal and Superintendent.

E. FAMILY MEDICAL LEAVE ACT.

Upon request and proof of need, an employee shall be granted up to a maximum of twelve (12) weeks' leave of absence for the purposes covered by the Family Medical Leave Act as required by Federal law, including, but not limited to, Maternity/Paternity/Adoptive Parent Leave.

F. WORKER'S COMPENSATION.

Absence due to injury or illness incurred in the course of the employee's employment shall be charged against the employee's accumulated leave benefits. The Board will maintain Worker's Compensation Insurance to provide benefits for employees who incur a job-related illness or injury.

G. ASSOCIATION ILLNESS AND DISABILITY (AID) BANK.

1. Employees will be able to join the sick bank within 10 school days from the start of each school year, employees who desire to participate may contribute two (2) days to an Association Illness and Disability Bank. Such Bank is to be administered by the Association pursuant to guidelines it has established.

2. Employees will be able to join the sick bank within 10 school days from the start of each school year, each employee who desires to participate in the AID Bank must contribute two (2) days of his/her accumulated Discretionary Leave to the Association Illness and Disability Bank, provided the employee has at least that amount of accumulated leave on said date.

3. In the event an employee who is absent has exhausted his/her accrued Discretionary Leave, he/she may request that illness and/or disability leave be granted from the Association Illness and Disability Bank. Upon the Association's approval, the District shall credit such person(s) with such leave from the Bank.

4. Guidelines for Use of AID Bank.

The following guidelines will apply for the use of the AID Bank:

- a. **No one may use the AID Bank unless he/she has contributed days to the Bank.**
 - b. **No days from the Bank will be allocated to any certified personnel until he/she has depleted his/her accumulated leave from the district.**
 - c. **All allocation requests must be made in writing to the president or designated representative of the Association. Leave requests should be made by the third (3rd) day of the month following the month in which the leave was needed. Failure to respond within this time frame may mean that the employee's salary for that month may be docked.**
 - d. **In order to draw from the AID Bank, the employee must supply a doctor's note or some validation concerning the necessity of the leave. Reimbursement for maternity leave, directly following the birth of a child, will have a cap of 10 days that may be used after all of the employees sick leave has been used.**
 - e. **The decision to accept or deny requests will be made by the President of the Association or the President's designee. If the request is accepted, pay will be retroactive for the consecutive days.**
 - f. **The employee has the right to appeal a decision. All appeals will be heard by a committee made up of two Association members, one non-Association licensed personnel, and the Administrator from the other building who will act as a moderator but will not vote in the final decision. The committee's decision is final.**
 - g. **A copy of the request and a note stating the Association's approval or denial will be supplied to the BOE Treasurer and a copy will be sent to the Superintendent.**
 - h. **If anyone uses the Bank, he/she will be required to participate in the bank the following year.**
- 5. The Association shall be given a written accounting of its accumulated AID Bank days on**

November 1 and June 15 of each school year. The leave days in the Bank shall accumulate until it reaches a cap of one hundred fifty (150) days.

- a. Once the cap has been reached, additional days will not be deducted at the start of the new year from those teachers who were members of the Bank the previous year in order for those teachers to remain as participants in the Bank. Any certified personnel who has not previously participated in the sick bank who wishes to become a member will be required to give two (2) of their first twelve (12) days of discretionary leave to the sick bank in order to be eligible to participate in the Bank.
 - b. IF and WHEN the Bank drops to one hundred thirty-five to one hundred twenty-one (135 – 121) days inclusively, one-half (1/2) day will be added at the start of the new school year from each teacher who participated in the Bank the previous year.
 - c. IF and WHEN the Bank drops between one hundred twenty to one hundred (120-100) days inclusively, one (1) day will be added at the start of the new school year from each teacher who participated in the Bank the previous year.
 - d. Any time the bank contains only ninety-nine (99) days or less at the beginning of a new school year, all participants must contribute two (2) days to remain in or join the Bank.
 - e. If, at any time during the school year, the Bank should fall to thirty (30) days or below, current participants will be polled to determine if the plurality wishes to contribute an additional one (1) day. If the plurality votes to contribute an additional day, all current members will be required to contribute.
6. No teachers will be allowed to join the Bank after 10 school days from the start of the school year with the exception of an employee who is hired after that date, that employee has 10 school days after the date of active employment to join the Association Bank. The initial two (2) days required to join will be adjusted to one and one-half (1 ½) if the teacher is hired after the first nine-weeks or to one (1) if the teacher is hired after

the first semester.

ADMENDMENT: Teachers may not donate their discretionary days to another employee.

H. NOTIFICATION OF ABSENCE.

The Board shall provide each employee with a telephone number to be utilized by the employee for notification of absence from work. Such notice of absence shall normally be reported to the district by 7:00 a.m. on the day of the absence in order to ensure substitute coverage. No employee shall be docked pay for failure to notify the district due to an emergency. All substitutes are to be provided for and notified by the district.

I. DEDUCTIONS FOR LEAVE.

The employee shall either request a half-day of leave (specifying either morning or afternoon) of a full day of leave. The employee's annual or accumulated Discretionary Leave will be charged accordingly. The demarcation for the half-day afternoon shall be the beginning of the lunch period for the affected teacher or, if the teacher has no scheduled lunch period, 11:30 a.m. The demarcation for returning from a half-day morning shall be the end of the lunch period for the affected teacher or, if the teacher has no scheduled lunch period, 11:50 a.m.

ARTICLE XVI - WORK YEAR

A. CALENDAR.

The BOE reserves the right to set the school calendar. Prior to any changes to the school calendar the BOE must notify in writing, the Association of any proposed changes. The Association seeks to negotiate the calendar as it pertains to contract days.

B. CONTRACTUAL DAYS.

The length of the teacher contract will be for a minimum of 1130 student contact hours and shall not exceed one hundred eighty-six (186) days with the number of days to be determined by the BOE.

ARTICLE XVII - WORKDAY

A. LENGTH OF TEACHER CONTRACT DAY.

The total workday shall consist of not more than seven (7) hours and fifty-five (55) minutes and shall include a duty-free lunch period and a planning period for each employee.

Amendment: In the event the total contract hours exceeds 1175 the workday shall be shortened accordingly.

B. DUTY FREE LUNCH.

The Administration may request teachers to supervise students during the lunch time in the lunchroom, and each teacher shall have the right to accept or reject without penalty in accordance with state law. The Administration may assign teachers, on an emergency basis, to supervise students.

C. DAILY PLANNING TIME.

1. All certified elementary faculty shall have weekly planning time of two hundred twenty-five (225) minutes per week derived from teacher unassigned time during any combination of the following: physical education, art, music, library, guidance and duty-free recess.

2. All licensed junior-senior high faculty will have a daily, uninterrupted planning block of time each day equal to one (1) class period.

EXCEPTION: On abbreviated days (In-services, programs, IEP Meetings, etc.) lost planning time is not recoverable for Pre-K-12 faculty.

D. ARRIVAL AND DEPARTURE TIME.

1. Teachers are expected to be at school and on duty from the time in the morning that the student body of their respective buildings is allowed to be in the halls and classrooms until five (5) minutes past dismissal time at the end of the day. Those times will be set by building principals. It is left to the professional discretion of each teacher to make up the remainder of time either before the morning duty time or after the dismissal duty time in order to serve a 7-hour/55-minute day.

2. A maximum of four (4) staff members may be assigned a workday schedule of 9:00 a.m. to

4:45 p.m. for At-Risk, MASH, or other tutorial programs.

E. MEETINGS OUTSIDE THE SCHOOL DAY.

1. Each building principal will determine by polling his/her building staff whether morning or evening staff meetings are preferred. The administration will honor the majority except on those times where need requires otherwise.

2. Staff meetings shall not exceed thirty (30) minutes each month in any combination of meeting before or after the normal school day.

F. INCLEMENT WEATHER.

Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings. Requests for early departure may be approved by the building principal and shall not be unreasonably denied.

G. LEAVING THE BUILDING.

After prior approval of the administration or its designees, employees may leave school premises for short durations, and said approval shall not be unreasonably denied.

H. REPORT CARDS.

First semester grades are due complete by the specified date. The 2nd semester grades are to be complete by the end of the last scheduled last workday.

ARTICLE XVIII - STAFF DEVELOPMENT

A. IN-SERVICE EDUCATION.

The Board supports a staff development/in-service education program which shall meet the professional development needs of employees. Such a program shall be developed within the guidelines of the State Plan for In-service Education as adopted by the Kansas State Board of Education to meet recertification requirements.

B. PROFESSIONAL DEVELOPMENT COUNCIL.

The Professional Development Council (PDC) shall consist of four (4) teachers (two (2) elementary

and two (2) secondary) appointed by the Association, and an administrator appointed by the Board. The PDC may recommend in-service content, workday allocation and all other professional activities.

ARTICLE XIX - GRIEVANCE PROCEDURE

A. DEFINITIONS.

1. **Grievance:** Any complaint regarding the meaning, interpretation, or application of any provision in this Agreement.
2. **Grievant/Aggrieved:** The person(s), employee, or the Association making the complaint.
3. **Days:** Except where otherwise indicated, days shall mean workdays, excluding weekends, holidays and vacation time.

B. PURPOSE.

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

C. PROCEDURE.

1. **Level One (Informal): Immediate Supervisor.**

Within twenty (20) days from when the grievant first becomes aware of the problem, the aggrieved person shall seek to resolve the matter informally with his/her principal or other immediate supervisor. If this meeting is unsatisfactory to the grievant, he or she must advance to the next level within ten (10) days.

2. **Level Two (Formal): Immediate Supervisor.**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after discussion of the grievance, he/she may file the grievance in writing within ten (10) days of Level One response simultaneously with the Association and the Principal on the form provided in Appendix C.
- b. Within five (5) school days after receipt of the written grievance by the principal,

the principal shall meet with the aggrieved person and his/her Association representative in an effort to resolve the concern. The principal shall submit his/her decision in writing to the aggrieved person and the Association within five (5) days after the meeting.

3. Level Three: Superintendent.

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance within ten (10) days of the Level Two response with the Association, or its designee, for transmittal to the superintendent or his/her designee.
- b. Within five (5) days after receipt of the written grievance, the superintendent or his/her designee will meet with the aggrieved person and his/her Association representative in an effort to resolve the matter. The superintendent shall submit his/her decision in writing within five (5) days after the meeting.

4. Level Four: Board of Education.

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may file the grievance within ten (10) days of the Level Three response with the Association or its designee for transmittal to the Board or its designee.
- b. After receiving written notice, the Board will agree to meet within fifteen (15) days or at the next regularly scheduled meeting, whichever occurs first, in an effort to resolve the grievance. The Board shall submit its decision in writing to the aggrieved person and the Association within five (5) days after the meeting.

D. RIGHTS OF TEACHERS TO REPRESENTATION.

1. No reprisals of any kind will be taken by the Association, Board or Administration against any participant in the grievance procedure by reason of such participation.
2. An employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a grievance representative selected by the

Association. If an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. MISCELLANEOUS.

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the days shall be those days during which the district office is open for business.
3. If the Board or any of its administrative staff does not present a written decision within the time allotted after the grievance hearing, such failure to act shall be considered a denial of the grievance.
4. If, in the judgment of the Association, a grievance affects a group of employees, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance will commence at Level Three.
5. Decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing, setting forth the decision and the reasons thereof and will be transmitted promptly to all involved parties in interest and to the Association or its designee.
6. The Association will make all reasonable efforts to investigate grievances outside the duty day. When it is necessary and unavoidable for the Association or its representatives to attend a grievance meeting or hearing during the school day the Association representative will give notice to the principal or immediate supervisor and be released without loss of pay. Any employee who is required to appear as a witness in such hearings will be accorded the same right.
7. All documents, communication, and records dealing with the processing of a grievance

will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

8. All necessary documents and forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Board and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the Board.

ARTICLE XX - GENERAL EMPLOYMENT PROVISIONS

A. PHYSICAL EXAMINATION.

Notice of a health examination required by the Board shall be given to each employee at the time a contract is offered or when requested by the Board. A fee for the initial examination of employment in the District shall be the responsibility of the employee. Subsequent health examinations required by the Board shall be conducted by a Board-approved physician and at Board expense.

B. LEGAL ACTION AGAINST EMPLOYEES.

The Board shall provide liability insurance to all employees for the school year at the level in effect.

C. PREVIOUS EXPERIENCE.

New teachers with prior experience may be designated no more than six (6) years of credit on the salary schedule. Eight (8) months or more shall be considered one (1) year experience.

ARTICLE XXI - PROFESSIONAL EMPLOYEE APPRAISAL

See Appendix for new teacher evaluation tool.

A. PROCEDURE.

1. At the beginning of each school year the building principal or appropriate supervisor will review with each employee under his/her supervision, as necessary, the evaluation

procedure, including the criteria for evaluation and instruments to be used for the required observation(s), and advise each employee as to the designated supervisor who will observe and evaluate his/her performance. An employee hired or reassigned after the beginning of the school year shall be notified by the appropriate supervisor of the evaluation procedure, including the criteria for evaluation and instruments used for required observation in effect. No required observation shall take place until such orientation has been completed.

2. A pre-evaluation conference, prior to an observation shall be held between the appropriate supervisor and the employee at least ten (10) school days prior to each evaluation so that the objectives, methods, and materials of the evaluation may be reviewed.
3. Post-evaluation conferences between the employees and principal shall be arranged at a mutually agreed-upon time.
4. Employees will be evaluated according to the following schedule:
 - a. Employees in their first three (3) consecutive years of employment in the district shall have two (2) formal post-evaluation conferences prior to April 1. One (1) evaluation and conference shall be conducted during the first sixty (60) days of each of the semesters. Additional post-evaluation conferences shall be scheduled as needed in order to provide new employees with maximum assistance in strengthening and improving teaching performance.
 - b. Employees in their fourth (4th) year of employment in the district shall have one (1) evaluation per year. The post-evaluation conference shall be completed prior to February 15. Additional post-evaluation conferences shall be scheduled as needed in order to provide intensive and maximum assistance in the strengthening and improving of teaching performance.
 - c. Employees in their fifth (5th) and successive years will be evaluated once every three (3) years on a rotating schedule established by the building principal.

Additional post-evaluation conferences shall be scheduled as needed in order to provide intensive and maximum assistance in the strengthening and improving of teaching performance. During the years in which an employee is not scheduled for a formal evaluation, the building principal may schedule one if he/she observes problems during informal observations.

- d. Should any evaluation reveal potential trouble spots, it shall be the responsibility of the building principal to inform the employee in writing of the specific area or areas and to provide positive assistance. Such assistance may include, but is not limited to, material resources and consultant services to implement the recommendations. After a one-year period of remediation, the employee, no matter how long he/she has been employed by the district, shall be re-evaluated in accordance with the procedures this article.
4. The principal shall make at least two (2) unscheduled classroom observations of twenty (20) minutes or longer prior to completion of the Employee Evaluation Report. The observation shall not interrupt normal classroom procedure. The teacher shall be provided a copy of class observation notes made by the principal.
5. The Employee Evaluation Report must be signed by the principal as the evaluator and by the employee only as an acknowledgement that a post-evaluation conference was held, that the employee was made aware of the contents of the evaluation report, and that it was thoroughly discussed with him/her. The employee may affix to any evaluation additional information in the form of support material or rebuttal.
6. Signed copies of the Employee Evaluation Report shall be provided for the employee.
7. The original evaluation report shall be maintained in the employee's personnel file in the District Office.

B. GENERAL.

1. The evaluation report will be considered confidential between the employee, principal and the superintendent except when an employee is applying for employment in another

school district or when the Board of Education is considering non-renewal or discharge of the employee. The Board shall review the evaluation report to ascertain whether or not the employee has been fully advised of his/her weaknesses or short-comings. The employee's representative shall have access to the evaluation report upon presentation of written consent of the employee.

2. The evaluation instrument shall be designated cooperatively by the Board and Association and included as Appendix G of this Agreement. The Board shall supply copies of the Employee Evaluation Report for use by the principal.
3. All monitoring or observation of the professional performance of an employee shall be conducted openly and with full knowledge of the employee.

ARTICLE XXII - DISCIPLINARY PROCEDURES - TEACHER SUSPENSION

A. WITNESS PROCEDURE

Meetings between an employee and an administrator may be recorded with a recorder that is provided by the administrator so long as the employee requests that the meeting be recorded. The administrator must have the recording available at the conclusion of the meeting for the employee and the employee will return the recording by the end of the same day. If the employee leaves without requesting the recording they will have three (3) school days to request the recording and then must return the recording to the administrator within the three (3) school days. A recorder may be used in all situations except the following:

Disciplinary Procedure

1. Verbal Warning
2. Written Reprimand

3. Suspend with Pay
4. Suspend without Pay
5. Termination

TEACHER DRESS CODE

Teacher's dress code shall comply with the high school dress code as stated in the student handbook with the following exceptions: no holes in clothes, no frays on pant cuffs, no shirts without sleeves, no slacks/pants above the knee and no sweat pants. (This length does not apply to physical education instructors.)

ARTICLE XXIII - REDUCTION IN FORCE

Insofar as possible, staff reduction shall be accomplished by attrition due to resignation and retirement. When, in the sole discretion and judgment of the Board, it is necessary to reduce the number of tenured teachers, the Board shall give consideration to the following factors in determining which tenured teachers' contracts shall be not be renewed due to staff reduction.

- A. The considerations which shall be utilized by the Board are as follows in no predetermined order of importance:
 1. Professional educational performance as determined from the tenured teacher's three (3) most current evaluations.
 2. Teaching experience in the specific subject matter areas.
 3. Elementary/secondary level teaching experience.
 4. Areas of licensure.
 5. Advanced degrees and additional credit hours as reflected by the teacher's placement on the salary schedule.
 6. Years of active service.
 7. Any other lawful factor that may be considered by the Board which is not listed above.
- B. The following steps will be utilized by the district's administrative staff to reduce the teaching staff:

1. The administrative staff will ascertain the educational programs for the district to meet the educational goals established by the Board.
2. The number of teachers needed to implement the district's educational program will then be determined based on those educational goals as determined by the Board.
3. All teachers will be evaluated in relationship to the educational goals of the district.
4. Individual qualifications in specific skill areas or disciplines shall be ascertained and applied to the teacher-needs of the district. Educational forms, instruments or tools will be used to measure each staff member's teaching ability.

C. Any licensed teacher who has not been re-employed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher would qualify. This right to be considered for reemployment shall exist for a period of one (1) year from the date a teacher was non-renewed. In determining which teachers shall be recalled, the Board shall utilize the same considerations, in no predetermined order of importance, as those are used to determine which teachers' contracts will not be renewed. (See XXIII-1 above)

A tenured teacher's years of active contracted teaching service with the district and placement on the salary schedule shall not be adversely affected as a result of the non-renewal of such teacher's contract due to staff reduction. However, such teacher shall not receive credit for the years of active service or credit on the salary schedule for the period of time between the terminal date of the teacher's non-renewed contract and the date of the resumed full-time teaching services for the district following recall.

Each teacher affected by staff reduction under the conditions of this agreement who desires reinstatement must notify the superintendent in writing of his/her interest and availability every year after the termination date of his/her contract and shall keep the personnel office informed of any change of address and/or telephone number. The Board's obligation shall be to notify the teacher of an employment opportunity at the address in the Board's files.

Failure to accept reemployment within ten (10) days and to be available for duty within twenty (20) days after receiving notice of recall shall relieve the Board of any responsibility with regard to recall

of the teacher who so rejects such reemployment. Such rejection shall be deemed to be a resignation by the teacher from the preferred eligibility list.

A teacher whose employment is not renewed as a result of staff reduction may accept a teaching position in another district. Said teacher shall retain the right to be considered for reemployment by USD #344 until after the end of the year for which the subsequent contract was signed.

Any teacher laid off shall be accorded recall rights unless specifically waived in writing. The Board shall annually provide the PNEA with a current list of those who have retained these rights. The PNEA shall have the right to file a grievance for a teacher who is not currently employed if it appears that the teacher's recall rights have been violated.

ARTICLE XXIV - SUPERVISING STUDENT TEACHERS

A. DEFINITIONS.

1. Cooperating teacher means a teacher who holds a valid Kansas teaching license, and who is responsible for supervising the student teacher or intern.
2. Student teacher means a student who has not completed an approved student teacher program, but who is endorsed by a teacher education institution to be capable of assuming teaching responsibilities under the supervision of a cooperating teacher.
3. Intern means a college or university student who is fulfilling a pre-student teacher requirement by a teacher education institution under the supervision of a cooperating teacher.

B. COOPERATING TEACHERS.

1. The cooperating teacher shall be endorsed by the state board in the particular subject and at the level of instruction for which the student teacher is seeking licensure and endorsement.
2. The cooperating teacher shall have at least two (2) years of experience as a classroom teacher and at least one (1) semester of experience as a classroom teacher in the present

assignment.

3. A student teacher shall be assigned only to a cooperating teacher who is willing to work with the student teacher and who is recommended by the school or district.
4. The Board shall not participate in a program with a college or university which does not maintain the opportunity for the university coordinator to work closely with supervising teachers.
5. If the college or university placing student teachers provides the district with reimbursement for these services, the full dollar amount will be given to the designated supervising teacher.

C. STUDENT TEACHER.

1. Each student teacher shall be under the supervision of a cooperating teacher and a building principal.
2. No compensation shall be paid student teachers for their services.
3. Student teachers shall not serve as regular or substitute teachers.

ARTICLE XXV - MODIFICATION OF AGREEMENT

This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by all parties. Upon mutual consent to modify this Agreement, negotiations shall commence not more than ten (10) days thereafter.

All understandings, or agreements, shall be reduced to writing, signed by both parties, and made part of this Agreement.

ARTICLE XXVI - SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions shall continue in full force and effect. Furthermore, the Board and Association shall enter immediately into negotiation to replace any provision found to be contrary to law.

ARTICLE XXVII - PERFORMANCE PROBATION

On occasion, evaluation of an individual teacher's performance will reveal problems of a nature which suggests deficiencies which are below average in the teaching performance of a teacher, but these problems may not be of such a degree to indicate a critical need for termination of employment. Rather, it may be decided that the interest of the teacher and the district can better be served through an intensive assistance program by the Administration and other professional employees.

As a result of conclusions drawn from the evaluation of a teacher's performance, a teacher may be placed on probation. Placement on probationary status shall be an administrative decision. It is emphasized that probation, while a disciplinary action, may be only formal recognition of a situation which indicates a need for more intensive supervision and assistance in certain performance areas where the teacher is experiencing serious difficulty and remediation is appropriate.

In such case, the teacher may be placed on probation until such time as the problems experienced by the teacher are reduced to an acceptable level or eliminated or until it is determined that the interests of teacher and the school system can be best served by asking the teacher to resign or by formally terminating and/or non-renewing the teacher's contract.

No teacher shall be placed on probation prior to the end of the second supervisory appraisal or prior to the end of his/her first semester of teaching, whichever occurs first.

Probation shall commence only after the building principal sets forth the reasons and conditions of the probation in writing and provides such document to the teacher.

ARTICLE XXVIII - DUAL CREDIT CLASSES

Any teacher who is teaching a course for dual credit, under USD #344's agreement with Fort Scott Community College, will not receive any extra compensation beyond that paid under the existing negotiated agreement. Any revenue paid to the district will be placed in the General Fund for the benefit of all students and staff.

APPENDIX LIST

- A. SUPPLEMENTAL/CO-CURRICULAR LISTING**
- B. CALENDAR. *For information only, not a part of the contract.***
- C. GRIEVANCE PROCEDURE FORM**
- D. SALARY SCHEDULE**
- E. TEACHER BASE CONTRACT FORM**
- F. EVALUATION DOCUMENT**