

NEGOTIATED AGREEMENT

USD 417
Teachers' Association
and
Board of Education

2020-2021
2021-2022

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UNIFIED SCHOOL DISTRICT #417
NEGOTIATED AGREEMENT
2020-2021
2021-2022

This Agreement is made and entered into by and between the Unified School District #417 in the counties of Morris, Wabaunsee, Lyon, and Geary, State of Kansas, and the Teachers' Association of Unified School District 417 for the school years of 2020-2021 and 2021-2022.

ARTICLE I DUTIES, PREROGATIVES, ETC. OF THE BOARD OF EDUCATION

That it is understood all of the duties, prerogatives and rights of the Board of Education to manage, control and direct the business and activities of the school district are vested in and retained by the Board of Education, including, but not limited to the assignment and direction of its employees. The Board does recognize its responsibility and duty to negotiate with Teachers as stated in current state law.

ARTICLE II CHANGE IN AGREEMENT

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

ARTICLE III 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 not valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE IV MILEAGE EXPENSE

The Board of Education will pay mileage expenses for any necessary travel incurred in the performance of assigned duties and while otherwise carrying out the functions of USD 417 as approved. The mileage rate to be as established by the Secretary of Administration of the State of Kansas as of July 1 of the current contract year. Payment for travel expense must be for travel approved in advance by the Board of Education or their authorized representative.

ARTICLE V FRINGE BENEFITS

A. Group Health Insurance

The Board of Education shall establish and maintain a group health insurance plan for USD 417 licensed employees covered by this Agreement. The Board of Education shall pay an amount equal to the annual premium of a single health insurance membership for each full-time licensed employee toward the monthly premium for a single health insurance policy. The Board shall provide plan information to explain the plan benefits. The Board's contribution will be pro-rated for those licensed employees employed less than full-time.

In the event a husband and wife are both employed by USD #417, the amount contributed by the Board toward the two single memberships may be applied toward an employee/spouse plan or a family plan. In no case will the Board contribution exceed the plan amount. Licensed employees not participating in the group health insurance plan will not receive a cash option.

The specific benefits provided by such group medical insurance plan shall be reviewed by a health insurance benefits advisory committee comprised of two board members, two administrators, three teachers, and one classified employee who shall make written recommendations regarding benefits to the Association and the Board, or its designated representative. All members of the advisory committee, excluding the two board members, shall be employees who are enrolled

in the Board provided insurance plan.

If the board receives notice of any of the following conditions from the district's health insurance provider:

- a. notice of change in premium rates to a level deemed excessive by the board,
- b. notice of unilateral modification of current coverage, or
- c. notice the provider will cease issuing present coverage,

then, the Board will notify the Association and the health insurance benefits advisory committee immediately of those conditions. Within ten (10) business days of the Board's, Association's, and health insurance benefits advisory committee's notifications of the conditions, then the committee will make recommendations regarding benefits to the Associations and the Board. Upon receipt of such recommendations, the Association and the Board's designated representative shall meet within five (5) business days for the purpose of reaching agreement on the benefits to be provided by the group health insurance plan.

If the Board's designee and the Association are unable to reach agreement on the benefits to be provided, then, in that event, the recommendations of the health insurance benefits advisory committee shall be adopted as the benefits to be provided by the school district's group health insurance plan. In the event the committee makes no recommendations to the Association and the Board's designated representative within ten (10) business days, then the Board shall have the right to take such action regarding such group medical insurance plan as it deems in the best interest of its employees.

B. Information for Early Retirees

Less than 60 years of age (10 years continuous employment in USD 417 and KPERS qualified 85 is required):

An employee is eligible for a maximum of three years board paid membership in USD 417 district health insurance plan. The monthly amount contributed by USD 417 will be limited to the amount contributed to a currently employed licensed teacher for membership in the district health insurance plan.

60-64 years of age (10 years continuous employment in USD 417 and KPERS

qualified 85 is required):

USD 417 will contribute toward membership premiums in the district health insurance plan for the retirement between ages 60 and 64 to the date at which the retiring employee reaches 65. The monthly amount contributed by USD 417 will be limited to the amount contributed to a currently employed licensed teacher for membership in the district health insurance plan.

The plan administrator and insurance company respecting such health insurance plan shall be as the Board, in its full and sole discretion, determines.

C. Salary Reduction Plan

The Board of Education shall establish and administer a salary reduction plan under Internal Revenue Code Section 125. The amount of salary to be reduced shall not exceed the sum authorized by Internal Revenue Code Section 125. Licensed employees may select any combination of health insurance, salary protection insurance, cancer insurance, unreimbursed medical expenses, and day care expenses as non-taxable fringe benefits. The dollar amount not designated as fringe benefits will be paid in cash, less taxes as required by IRS regulations and USD 417 obligations for FICA, Medicare, and unemployment insurance.

ARTICLE VI LEAVE AGREEMENTS

A. Sick Leave

There shall be no loss of salary for absence from work occasioned by illness of any licensed employee or illness or death in the immediate family of the employee or the quarantine of the employee until after the employee has been absent from work ten (10) days in any one school year; or until after accumulated benefits provided herein have been absorbed. Sick leave may be used in increments of 2 hours per day. An employee shall be credited with ten (10) days loss of time each year for the above stated reasons or for day's loss of time as hereinafter provided:

A temporary disability caused or contributed to by pregnancy, miscarriage,

abortion, childbirth and recovery therefrom will be included in this policy. This disability shall be defined as a condition that precludes the employee from performing the duties normally required of her under the contract of employment. No employee shall be deprived of any other benefit because of maternity.

Sick leave days may accrue each year until 70 days have been accumulated. Any teacher who completes a school year in USD 417 with more than 60 days of accrued sick leave will be reimbursed at \$35.00 per day for each day in excess of 60 days. Said reimbursement will be included in the June or July payroll.

Upon request by the Board of Education or their representative, loss of time due to illness in excess of two (2) days must be verified by the physician and presented to the Clerk of the Board of Education.

An experienced licensed staff member may transfer in up to ten (10) days accumulated sick leave from another accredited school district for work experience earned during the preceding years. The licensed staff member is responsible for providing written certification of accumulated sick leave from the other district.

Request for payment of salary during absence from work for reasons other than those mentioned in this policy, must be in writing and must be approved by the Board of Education, or their representative, in advance of the absence.

Deductions from salaries for unapproved absences or sick days beyond those accrued shall be computed on a daily basis by dividing the teacher's annual salary by the number of duty days in the teacher's teaching contract. The amount of combined leave benefits shall not exceed a regular daily rate of pay.

In the case of illness or hospitalization, the term "immediate family" shall include the teacher's spouse, children and/or stepchildren and their respective spouses, the teacher's and the teacher's spouse's parents and grandparents, the teacher's siblings, the teacher's grandchildren and step-grandchildren, and the persons living in the teacher's home.

Any employee who shall resign because of illness before the end of the contractual term and, after having received all accumulated leave benefits, shall be settled with on the proper pro rata basis for months served and for days sick leave allowed.

1. FAMILY MEDICAL LEAVE

District employees shall be provided family and medical leave as provided by a plan approved by the board and required by current federal law and regulations. The plan for providing leave under this policy shall be filed with the clerk of the board and made available to all staff at the beginning of each school year. Refer to current FMLA regulations at <https://www.dol.gov/agencies/whd/fmla>.

2. SICK LEAVE BANK

a. **PURPOSE:** The purpose of the sick leave bank is to provide temporary relief (beyond accumulated individual sick leave) from loss of pay due to severe illness, major surgery or other circumstances as approved by the Sick Leave Bank Committee.

b. **MEMBERSHIP:** Membership in the USD 417 sick leave bank is restricted to licensed employees of the district. Annual membership in the sick leave bank is accomplished by donating one (1) day of individual sick leave to the bank. Licensed employees may not donate more than one day of sick leave per year.

c. **MAXIMUM ACCUMULATION:** Maximum accumulation in the district sick leave bank shall be 180 days. Once the maximum number of days are accumulated, near maximum levels shall be maintained by allowing donations in the following order:

1. New teachers will be allowed to donate to the bank for membership. (Even if maximum accumulation has been realized).
2. Donations by members with maximum individual accumulation of sick leave.
3. Donations by the general membership in ascending order of teaching

experience.

d. **SICK LEAVE BANK COMMITTEE:**

1. Membership - The Professional Development Council will serve as the sick leave bank committee.
2. Decisions of the committee are final and may not be appealed. Six affirming votes are required to approve a request for sick leave bank days.

e. **REQUESTS:** Requests for sick bank days shall be forwarded to the Superintendent within ten (10) days following the depletion of the member's individual leave accumulation. Requests may be filed in behalf of the incapacitated member by any member of the sick leave bank committee. The requesting member may appear before the committee, or provide medical records, to support the request for days from the bank.

f. **LIMITATIONS:** Sick leave bank days may be awarded only to a bank member for personal or employee spouse or children's/step children's illness, injury, or surgery. Childcare and short-term illnesses such as common colds and influenza will not be considered for awarding of sick leave bank days. The committee may require a physician's confirmation of illness or injury. No individual may be granted more than 36 days of sick leave bank in any one school year.

g. **SICK LEAVE BANK PAY SCHEDULE:** The first ten (10) sick leave bank days awarded to an individual will be at the rate of \$85 per day. Any additional days to the same individual in any one school year will be awarded at the rate of \$60 per day.

B. BEREAVEMENT LEAVE

Teachers may be able to use up to five days of sick leave, per incident, in any given school year for bereavement leave purposes. All bereavement leave days shall be taken in (2) two-hour increments. Bereavement leave for more than one day requires approval by the superintendent.

Bereavement leave may be used for the following family members:

Father, father in-law, mother, mother in-law, brother, brother in-law, sister, sister in-law, husband, wife, child, step-child, grandfather, grandfather in-law, grandmother, grandmother in-law, grandchild, son in-law, daughter in-law, step-mother, step-father, uncle, aunt, niece, or nephew.

One day of bereavement leave will be able to be used for the funeral of the friend of a teacher.

C. PROFESSIONAL LEAVE

All licensed employees shall be eligible to apply for professional leave. Professional development leave shall be used for attendance at professional seminars and/or programs as approved by the Superintendent or his/her designee. A request for professional development leave shall be submitted at least two (2) weeks prior to the date of the leave to the building principal on forms prepared by the Superintendent. The request shall either be approved or denied by the Superintendent, or his/her designee, at least one (1) week prior to the date of the requested leave.

When professional leave is initiated by the licensed employee and approved by the administration, all expenses, excluding substitute teacher pay, shall be borne by the staff member. If the administration requests a staff member to attend a professional leave activity, the school district shall pay all reasonable and necessary expenses associated with the licensed employee's attendance at professional development programs and seminars. The licensed employee shall be required to submit receipts for all such expenses to be reimbursed.

D. LEGAL LEAVE

Legal leave shall mean and include time away from the job for the purpose of prosecuting or defending a legal action or in testifying in either a court of law or before an administrative body.

Legal leaves without pay may be granted by the Superintendent. If the employee

desires not to have a deduction made from his salary for such legal leave, he shall make application therefore to the Board of Education by filing a request with the Superintendent of Schools within ten (10) days following his return from such legal leave, which request shall explain in full the nature of the leave and the reasons why the employee is of the opinion his salary should not be docked or reduced because of such leave.

Legal leave will not be granted if the purpose for the leave is to bring legal action against USD 417 or USD 417 Board members or personnel when they are acting in an official capacity.

E. PERSONAL LEAVE

The Board of Education will credit each licensed employee with two (2) days of personal leave with full pay at the beginning of each year of employment with USD 417. Personal leave may accumulate to six (6) days and may be used in increments of 2 hours. One current sick leave day may be converted to use as a personal day if no additional personal days are available. This day may not be accumulated as a personal day.

The following limitations will apply to the use of personal leave:

1. Requests for personal leave must be submitted in writing to the building principal not less than five (5) days prior to the requested day of leave.
2. Employees will not be granted personal leave on the first or last day of the school calendar.
3. The number of personal leave days granted for any one day shall not exceed ten (10) percent of the attendance center staff.
4. The above limitations may be waived by the building principal in cases of emergency.

Copies of approved personal leave requests will be forwarded to the central office for record-keeping purposes. All licensed employees shall receive a monthly record of unused personal leave days. If non-accumulated personal leave days are

requested and used, pay will be deducted.

F. EMERGENCY LEAVE

Emergency leave shall be defined as leave necessitated by weather conditions which prohibit the teacher from reporting for assigned teaching duties. In such cases the licensed employee will choose between two options.

- (1) Using a sick leave day with no deduction in pay.
- (2) Having the current daily rate for substitute teachers deducted from the teacher's salary.

G. LEAVE WITHOUT PAY

Requests for leave without pay will need to be approved by both the principal and superintendent subject to the following: 1) The request must be submitted to the principal in writing not less than five days prior to the first day of requested leave; 2) Leave without pay is limited to a maximum of five days per contract year per teacher; 3) An amount equal to the requesting teacher's annual teaching salary divided by the number of contracted duty days will be deducted from the teacher's salary for each day of leave without pay; 4) Conditions one, two and three may be waived by the principal and superintendent in cases of verifiable emergency or other just cause.

In the event a teacher's license expires and a current license is not on file at the District Office, the teacher's daily rate of pay will cease. This will continue until such time as a current license is on file at the District Office.

H. SABBATICAL LEAVE

1. PURPOSE: Sabbatical leave is designed to provide an opportunity to engage in professional improvement in the educational field. Sabbatical leave is limited to one year, unless approved and agreed upon by both parties prior to the

sabbatical being taken.

2. **QUALIFICATIONS:** The applicant must have been employed in the school district for at least seven (7) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence with or without pay shall not be deemed a break in continuity of service. The applicant must not have been granted a sabbatical leave of absence from the district during the seven (7) consecutive years of service immediately preceding the current application. The applicant must sign an agreement to return to service with the district upon completion of the sabbatical leave and will be available to resume employment at the beginning of the next new contract year following completion of the sabbatical.

3. **APPLICATION:** Applications shall be filed with the superintendent by January 15 for leave beginning in the following September, or by September 15 for leave beginning the following January. Applicants requesting sabbatical leave commencing in September shall be notified by March 15 as to the status of their application, and applicants requesting leave commencing the following January shall be notified by November 15 as to the status of their application.

Applicants for sabbatical leave shall include an outlined plan for the period requested with their application forms. This plan shall be indicated on the application form or as an attached statement and shall include details of a project such as research, writing, or travel to be pursued independently by the applicant.

4. **COMPENSATION:** No compensation will be granted during the sabbatical leave. Upon return from such leave the employee shall be placed at a position on the salary schedule he would have attained had he taught in the district during such a period.

5. **STATUS ON RETURN FROM SABBATICAL LEAVE:** A teacher returning from sabbatical leave may be restored to his former teaching position, or to a position mutually agreed upon.

6. **SABBATICAL LEAVE COMMITTEE:** All applicants for sabbatical leave shall be reviewed by a committee composed of six (6) members. Three (3) teachers shall be appointed by the Association and three (3) teachers by the Board

of Education. The committee shall consider the following criteria:

- a. Merit of the applicant's proposed program;
- b. Applicant's length of service to the district;
- c. Distribution from the areas of elementary, intermediate, and secondary.

7. **SELECTION:** The Sabbatical Committee shall rank sabbatical leave applicants in order of recommended approval. Said list shall be submitted to the Board of Education and the final decision on sabbatical leave shall rest with the Board.

I. JURY LEAVE

Employees who are required to serve on jury duty can receive full salary during the period of such service. The employee's salary will not be reduced providing the employee submits any pay received from the court for such service to the district office. The employee must submit the appropriate leave request form. The employee shall retain reimbursement for mileage.

ARTICLE VII DUTY FREE LUNCH PERIODS

All teachers will be allowed to have a lunch period free of lunchroom supervision.

ARTICLE VIII PLANNING TIME

All Teachers in the district shall have a daily planning period free of supervisory duties. This period shall not include travel time or lunch period and shall be as equal as scheduling will permit. If planning time is waived by mutual agreement between teacher and administration, said teacher will be compensated a prorated amount of his/her annual base salary. If the planning time is for a period of 9 weeks or longer, the additional salary amount will be based on the teacher's daily rate of pay. When a teacher is requested by the building principal or principal's designee to substitute for a scheduled class, the teacher will be paid \$18.00 per class. Two hours shall be provided at the end of each grading period for planning and record keeping. In addition, a workday shall be provided at the beginning and end of the school year.

ARTICLE IX SALARY

The salary schedule for Unified School District #417 is an attempt to attract and retain the very best professional staff for our students. The USD 417 Board of Education and the Morris County Teachers Association have agreed to a two-year pay proposal for the 2020-21 and 2021-2022 school years. Teachers shall receive salary movement for experience and education for 2020-21 and 2021-22. The base for 2020-2021 school year will be \$38,450. The base for 2021-2022 will be \$39,587.

A. Incoming Teachers: New teachers to USD 417 will be placed on the salary schedule as recommended by the superintendent and approved by the Board of Education, but no teacher may be granted degree or experience credit beyond that actually earned.

B. Advancement on the salary schedule: Satisfactory professional service is a requirement to advance on the schedule. Judgment of satisfactory professional service is to be made by administrators and the Board of Education. A teacher may be credited with no more than one (1) annual increment (vertical step) and one (1) column (horizontal) increment each year. A teacher may move directly into the Masters/Ed.D/PH.D. column once the appropriate degree is obtained. The teacher must file the proper verification by the September 1 or February deadlines (refer to Article IX Section B2).

1. Horizontal advancement on the salary schedule may be accomplished using either of the following methods:

a. By accumulation of college graduate hours* and degrees granted by accredited institutions of higher learning, or

b. The Board will allow knowledge credits earned on non-contract hours for professional development to apply toward movement on the salary schedule. College graduate hours or professional development points earned prior to January 1, 1984 may not be used for salary schedule advancement via an individual professional development plan. For those with baccalaureate degrees, at least one-half of earned professional development points must be through college/university

credit. For advancement into the Masters column, a Masters Degree must be attained from an accredited institution of higher learning,. Advancement past the Masters column when the Masters Degree was attained from an accredited institution may be by professional development points, college credit hours, or any combination of the two methods. If advancement into Masters column was with professional development points under an earlier negotiated agreement, further movement must include at least 50% professional development points (other than college hours).

* Undergraduate hours may be used if specific to the assigned teaching field to address specifically needed training, or for preparation in a second teaching field, if approved in advance by the Superintendent. Duplication of courses must be approved in advance by the Superintendent.

2020-2021 Salary Schedule

| Base | \$ 38,450 | Column | | | | | | | | | | \$ 1,025 | \$ 1,250 | Sup Base | \$ 38,450 | |
|------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------|----------|----------|----------|-----------|--|
| 3.0% | | | | | | | | | | | | | | | | |
| Step | BA | BS8 | BS16 | BS24 | MS | MS10 | MS20 | MS30 | EDS | SUPP | Step | | | | | |
| | | 160 | 160 | 160 | | 200 | 200 | 200 | 400 | | | | | | | |
| 1 | \$ 38,450 | \$ 39,475 | \$ 40,500 | \$ 41,525 | \$ 42,775 | \$ 43,800 | \$ 44,825 | \$ 45,850 | \$ 46,875 | \$ 38,450 | 1 | | | | | |
| 2 | \$ 39,050 | \$ 40,075 | \$ 41,100 | \$ 42,125 | \$ 43,375 | \$ 44,400 | \$ 45,425 | \$ 46,450 | \$ 47,475 | \$ 39,050 | 2 | | | | | |
| 3 | \$ 39,650 | \$ 40,675 | \$ 41,700 | \$ 42,725 | \$ 43,975 | \$ 45,000 | \$ 46,025 | \$ 47,050 | \$ 48,075 | \$ 39,650 | 3 | | | | | |
| 4 | \$ 40,250 | \$ 41,275 | \$ 42,300 | \$ 43,325 | \$ 44,575 | \$ 45,600 | \$ 46,625 | \$ 47,650 | \$ 48,675 | \$ 40,250 | 4 | | | | | |
| 5 | \$ 40,850 | \$ 41,875 | \$ 42,900 | \$ 43,925 | \$ 45,175 | \$ 46,200 | \$ 47,225 | \$ 48,250 | \$ 49,275 | \$ 40,850 | 5 | | | | | |
| 6 | \$ 41,450 | \$ 42,475 | \$ 43,500 | \$ 44,525 | \$ 45,775 | \$ 46,800 | \$ 47,825 | \$ 48,850 | \$ 49,875 | \$ 41,450 | 6 | | | | | |
| 7 | \$ 42,050 | \$ 43,075 | \$ 44,100 | \$ 45,125 | \$ 46,375 | \$ 47,400 | \$ 48,425 | \$ 49,450 | \$ 50,475 | \$ 42,050 | 7 | | | | | |
| 8 | \$ 42,650 | \$ 43,675 | \$ 44,700 | \$ 45,725 | \$ 46,975 | \$ 48,000 | \$ 49,025 | \$ 50,050 | \$ 51,075 | \$ 42,650 | 8 | | | | | |
| 9 | \$ 43,250 | \$ 44,275 | \$ 45,300 | \$ 46,325 | \$ 47,575 | \$ 48,600 | \$ 49,625 | \$ 50,650 | \$ 51,675 | \$ 43,250 | 9 | | | | | |
| 10 | | | \$ 45,900 | \$ 46,925 | \$ 48,175 | \$ 49,200 | \$ 50,225 | \$ 51,250 | \$ 52,275 | \$ 43,850 | 10 | | | | | |
| 11 | | | \$ 46,500 | \$ 47,525 | \$ 48,775 | \$ 49,800 | \$ 50,825 | \$ 51,850 | \$ 52,875 | \$ 44,450 | 11 | | | | | |
| 12 | | | | \$ 48,125 | \$ 49,375 | \$ 50,400 | \$ 51,425 | \$ 52,450 | \$ 53,475 | \$ 45,050 | 12 | | | | | |
| 13 | | | | | \$ 49,975 | \$ 51,000 | \$ 52,025 | \$ 53,050 | \$ 54,075 | \$ 45,650 | 13 | | | | | |
| 14 | | | | | \$ 50,575 | \$ 51,600 | \$ 52,625 | \$ 53,650 | \$ 54,675 | \$ 46,250 | 14 | | | | | |
| 15 | | | | | | \$ 52,200 | \$ 53,225 | \$ 54,250 | \$ 55,275 | \$ 46,850 | 15 | | | | | |
| 16 | | | | | | | \$ 53,825 | \$ 54,850 | \$ 55,875 | \$ 47,450 | 16 | | | | | |
| 17 | | | | | | | | \$ 55,450 | \$ 56,475 | \$ 48,050 | 17 | | | | | |
| 18 | | | | | | | | \$ 56,050 | \$ 57,075 | \$ 48,650 | 18 | | | | | |
| 19 | | | | | | | | \$ 56,650 | \$ 57,675 | \$ 49,250 | 19 | | | | | |
| 20 | | | | | | | | | \$ 58,275 | \$ 49,850 | 20 | | | | | |
| 21 | | | | | | | | | \$ 58,875 | \$ 50,450 | 21 | | | | | |

2021-2022 Salary Schedule

| Base | \$ 39,587 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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2020-2021 TEACHER'S CONTRACT
UNIFIED SCHOOL DISTRICT NO. 417
MORRIS COUNTY, KANSAS

This contract, made and entered into in duplicate, this 14th day of August, 2018, by and between the Board of Education hereinafter called the "Board" and John Doe hereinafter called the "Teacher."

The parties hereto agree that the Teacher shall be employed by the Board as an employee of said Unified School District #417, Morris County, Kansas for the school year 2020-21 as defined and scheduled by the Board, which shall include 189 duty days of teaching and other assignments as designated by the Board, at the salary of \$38,450 for said year, payable in twelve equal installments, on the 20th of the month (if the 20th falls on a weekend or holiday, payment will be made the prior business day), subject to the following terms and conditions:

1. The services 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; however, said policies, orders, rules, and regulations are not part of this contract. The Board reserves the right to transfer or reassign the Teacher to any other school, or to any educational project or program of the school district for which the Teacher is qualified.

2. This contract is contingent upon the Teacher being and remaining licensed during the term of employment, hereunder with respect to the position for which the Teacher is employed as provided by law; and in the event the Teacher shall be unable to furnish to and maintain with the Board an applicable Kansas Instructor's License to be in full force and effect during the term of employment hereunder, the teacher's daily rate of pay will cease until a current certificate is on file at the District Central Office.

3. As a condition to entering employment, the Teacher is required to submit a Certification of Health signed by a licensed physician, the expense thereof to be borne by the Teacher, as provided by K.S.A. 72-5213.

4. In the event the employment of the Teacher hereunder shall be terminated for any reason prior to the expiration of the school year, the salary as herein before specified shall be adjusted and paid on the basis of that amount, which when added to the compensation theretofore said, shall bear the same relationship to the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined and scheduled by the Board.

5. In the event the Teacher is absent from duty except as specified, deduction shall be made from the salary for each day of absence as provided by the rules and regulations of the master negotiated agreement. Deductions shall not be made in the event such absence is covered by sick leave or the result of another authorized absence in accordance with the subject to the rules and regulations of the 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 of supplements thereto respectively.

7. Notwithstanding any other provision to the contrary, this contract is subject to termination by the employing board of education, without further proceedings and without reference to any other law or contractual arrangement, if the results of the criminal history records check required by state law reveal this employee has been convicted of any offense, or of any attempt to commit any offense, specified in K.S.A. 1999 Supp.72-1397, and amendments thereto.

8. The teacher shall have thirty (30) calendar days from the date of issuance of the contract to review the contract and to request correction of inaccuracies, should they exist.

WITNESS OUR HANDS ON THE DAY AND YEAR FIRST ABOVE WRITTEN

Teacher

President, BOE
(by Authority and Direction)

Attest: _____
Clerk, BOE

2. Transcripts: Applications for horizontal movement on the salary schedule must be filed with the Clerk of the Board by June 1 for the first half of the contract year and December 1 for the second half of the contract year. Grade cards, transcripts, or other verification of completion of college hours or PDP credit must be filed with the Clerk of the Board by September 1 and February 1 respectively to qualify for salary adjustment. Movement for the second half of the contract year will be reflected on the March payroll.
3. The Board of Education shall withhold the annual increment of any teacher whose services the Board of Education deems unsatisfactory and who is placed on probation by the regular Board of Education Evaluation Policy. The Board of Education has the sole power of judgment in cases of this nature. When a staff member is removed from probationary salary status, he or she shall be placed on the salary schedule according to qualifications the following year.
4. For each additional month a teacher may be employed, he shall be paid at the rate of 10% of base salary for each month.
5. Specialists (guidance, speech, therapist, school psychologist, special education, reading, etc.) may receive additional compensation above the salary schedule.
6. For each additional day a teacher may be employed, he/she shall be paid at the daily rate of pay.

C. EXTRA-DUTY PAY

- 1) Teachers will be paid \$20 per hour for Driver's Education driving instructor
- 2) If volunteers are not available, those who are employed to fulfill specific extra duties in association with extra-curricular activities will be compensated per duty as follows:

Extra-Curricular Duties:

| | |
|--|--------------------------------------|
| Timers, Scorers, Chain-Gang | \$15 (minimum wage beyond 1 1/2 hrs) |
| Gate Keepers | \$10 (minimum wage beyond 1 1/2 hrs) |
| Class Sponsor | \$500/year |
| Prom Sponsor | \$500/year |
| Club Sponsor | \$250/year |
| Student supervision during elementary music programs/plays | \$10 |

NOTE: If more than one sponsor appointed, the amount specified shall be equally divided among the sponsors. All supplemental or extra duty positions are filled at the discretion of the Board. When a listed duty is part of a paid supplemental position, no extra duty pay will be provided.

D. Committee Work Compensation Outside Contracted Time

Operational committee and professional growth work are responsibilities that are expected from all licensed employees. In some instances employees may be compensated for defined work that occurs after a professional's contract time.

When this occurs, compensation shall occur in the following formats:

- (1) Points toward Salary Movement
- (2) *Pay (\$18 per hour during contract year/ \$20 per hour during summer)
- (3) Both

*Teachers on extended contracts need to clarify summer committee work from contracted work.

The professional responsibilities that qualify for this compensation, along with the type of compensation, are as follows:

Standing Committees

District Site Council – DSC (3)

District Leadership Team – DLT (3)

District Wellness Committee - (1)

Professional Development Committee – PDC (3)

Technology Committee – (3)

Subject Area Committee – SAC (3)

Building Leadership Team - (1)

School Site Council – (1)

School Staff Meetings – (1) (Staff meetings can ONLY qualify for PD points if agendas are submitted that show they are dealing with more than routine logistical items for running the building.)

Ad Hoc Committees

- Any ad hoc committee that might qualify for pay and/or salary movement points will have to be approved by the superintendent who will specify the type of compensation.

District Provided Training Programs

New Teacher Induction – (3)

Technology Training – (3)

CPI Training (3)

CPR Training (1)

Mentoring Program

The District will follow the KSDE mentoring program guidelines: <https://www.ksde.org/Agency/Division-of-Learning-Services/Teacher-Licensure-and-Accreditation/Mentoring>

District Approved Teaming Time (3)

Team Time includes activities that a grade level or department works on, such as creating or revising curriculum pacing guides, unit plans, formative or summative assessments, correlations to standards or between subjects, and/or grading policies and procedures. The proposal will include the list of tasks to complete as well as the date(s) and times that the team will meet. The administration will determine if the Teaming Time is acceptable for compensation purposes (extra duty pay and/or salary schedule movement).

It is the teacher's responsibility to ensure that verifying documentation is submitted in a timely manner (attendance logs, etc.). Logs have to contain the date and start/end time for each occurrence in order to verify exact hours and that the event is outside of contract time. In the absence of such documentation no compensation will occur.

E. PAY SCHEDULE FOR SUPPLEMENTAL ASSIGNMENTS

Pay for supplemental assignments will be calculated by multiplying the listed percentage times the appropriate experience step in the supplemental column of the teacher salary schedule. Vertical increments are limited to one step per school year.

| | | | |
|-----------------------------|------------|---------------------------------------|-----|
| | | Student Senate Sponsor | 2 |
| <u>HIGH SCHOOL</u> | Percentage | | |
| Head Football | 12 | Career & Tech Ed Coordinator | 6 |
| Assistant Football | 7 | Robotics | 8 |
| Head Volleyball | 12 | FBLA | 8 |
| Assistant Volleyball | 7 | HOSA | 8 |
| Cross Country | 7.5 | | |
| Assistant Cross Country | 4.5 | <u>ELEMENTARY/MIDDLE</u> | |
| Head Basketball | 12 | Head Coach | 7.5 |
| Assistant Basketball | 7 | Assistant Coach | 4.5 |
| Wrestling | 12 | Pep Club/Cheerleading | 4 |
| Assistant Wrestling | 7 | Quiz Bowl (league) | 2 |
| Head Track | 12 | Student Council | 1 |
| Assistant Track | 7 | Title I Coordinator | 3 |
| Head Baseball/Softball | 12 | Vocal Music | 2 |
| Assistant Baseball/Softball | 7 | Instrumental Music | 2 |
| Head Golf | 7.5 | Elem School Yearbook | 1 |
| Weight Training | 5 | | |
| Cheerleading | 6 | Specific assignments may be shared | |
| Vocal Music | 9 | with pay for the assignment shared as | |
| Instrumental Music | 9 | agreed upon by involved Teachers | |
| Speech/Drama | 11 | and Administrators. | |
| Yearbook | 4 | | |
| Newspaper | 2 | | |
| Bravettes | 6 | | |
| Scholars Bowl | 6 | | |
| FFA | 12 | | |
| FCCLA | 8 | | |

F. When it has been determined by administration that reductions to the number of coaches is to be made, head coaches can request that their supplemental coaching pay be reduced in order to hire an additional assistant coach at the negotiated supplemental pay rate for the assistant coaching position. An agreement to said reduction will be signed by both the head coach and the district athletic director. The head coach will abide by all provisions regarding wage and hour regulations.

ARTICLE X PROCEDURE FOR ADJUSTING GRIEVANCES

A. PURPOSE: The purpose of this procedure is to provide for the orderly and expedient adjustment of grievances of employees of Unified School District #417, Morris County, Kansas, at the lowest possible level.

B. DEFINITIONS:

1. Grievance shall mean a complaint by a Teacher or group of Teachers based on any alleged violation of the terms and conditions of an employee's contract of employment or the current negotiated agreement between the Teachers' Association and the Board of Education.

2. "Grievant" means an employee of the Unified School District #417 in the counties of Morris, Wabaunsee, Lyon, and Geary, State of Kansas, having a grievance.

(c) Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.

C. PROCEDURES:

In General: The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom his grievance is being considered.

Level 1. A grievant shall first take up his grievance with his immediate administration superior in private informal conference(s). Every effort shall be made to adjust the grievance in an informal manner.

If the employee is dissatisfied with the outcome of the initial private conference(s), he may request a formal conference with his immediate supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead up to a solution. The formal conference shall occur within ten (10) school days of the last informal conference.

Level 2. In the event that the grievant is not satisfied with the disposition of his grievance at Level 1, or in the event that no decision is reached within ten (10) school days after the presentation of the grievance, he may appeal the matter in writing to the Superintendent of Schools.

If the grievant appeals the grievance to the Superintendent, the Superintendent or his representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) days after the appeal has been received by the Superintendent. If the grievant does not appeal the grievance to the Superintendent within thirty (30) school days after the formal conference at Level 1, the appeal of the grievance shall automatically be waived.

Level 3. If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within twenty (20) school days after the date the grievance was filed with the Superintendent or his designated representative under Level 2, then the grievant may appeal the grievance to the Board of Education for the purpose of final adjustment of the grievance by submitting a written request to the Clerk of the Board within ten (10) school days after the Superintendent or his designated representative has rendered a decision or after the expiration of said twenty (20) school days.

The Board of Education shall, within forty-five (45) calendar days after receipt of the written request, meet and confer with the grievant and render a decision to be submitted to the grievant in writing which will be the final disposition of the grievance.

D. SUPPLEMENTAL CONDITIONS:

(1) All individuals involved, and all others who might possibly contribute to the adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.

(2) Upon the final determination of the grievance, all documents, communications 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.

(3) At each step of the procedure for adjusting grievances after the initial private conference(s) with his immediate administrative superior, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.

(4) All grievance hearings shall be confidential.

(5) All discussions and hearings shall be conducted at times other than when school is in session.

(6) It is the responsibility of the grievant to utilize the procedure for adjusting grievances as soon as he is aware of a grievance.

(7) Excluded from the grievance procedure shall be matters for which law mandates another method of review.

(8) Only the employee affected may file a grievance or an appeal from levels one (1) and two (2).

(9) The filing of a grievance at all levels shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date, and place of the event or act and the names and addresses of and witnesses thereto.

PROCEDURAL RULES FOR CONDUCTING A GRIEVANCE PROCEDURAL HEARING

The following general rules will be used in conducting a grievance hearing at Level III by the Board of Education.

1. The meeting shall be conducted in executive session.
2. Every effort will be made by all participants to eliminate repetitious testimony and/or materials to the Board of Education; however, every effort will be made to give reasonable time to each party to present his case.
3. The grievant will make his opening remarks and present his case.
4. The Administration will make their opening remarks and present their findings in this case.
5. Witnesses will be called individually by the grievant and administration to testify before the Board. The Board may call additional witnesses and may authorize witnesses being called as a group.
6. The grievant and Administration may ask questions of the witnesses during the time they are testifying.
7. The Board may ask questions of all participants during the hearing.
8. The grievant may make a summary statement to the Board at this time.
9. The Administration may make a summary statement to the Board at this time.
10. New material presented during the summary statement may be rebutted.
11. The Board of Education will take the matter under advisement and render its decision within 45 days in writing.
12. Pursuant to the district's policy, entitled "Procedure for Adjusting Grievances", the decision rendered by the Board of Education shall be the final disposition of the grievance.

ARTICLE XI STUDENT TEACHER REIMBURSEMENT

Money received by the school district for accepting a student teacher will be paid to the cooperating classroom teacher.

ARTICLE XII WRITTEN COMMUNICATIONS

District administrators shall receive copies of all written communications that are distributed on school properties by the Teachers' Association.

ARTICLE XIII HIGH SCHOOL SCHEDULE

Council Grove High School operates on a trimester schedule that utilizes a five-period day, plus a seminar period of not more than 30 minutes.

- I. Should either the BOE or the high school faculty feel a change in the high school schedule is warranted, then the process for change can be initiated as follows:
 - a. The BOE can initiate the process by a majority vote in open meeting to form a schedule committee;
 - b. The high school has two methods to initiate the formation of a schedule committee which then must be approved by the Board of Education for the process to begin.
 - i. The principal, assistant principal, and high school counselor make a proposal to the BOE;
 - ii. A minimum of 1/3 of the high school faculty must bring a proposal, including the reasoning for a change and a goal to be achieved to the faculty as a whole. At least 50% of the faculty must agree to the proposal in order for it to be presented to the BOE for their approval.

Any proposal for a schedule change must include a detailed description of a specific problem or problems that will be solved by a change. The proposal may also include a specific suggestion for a general schedule change (block, modified block, 7 period day, etc).

When considering the question of forming a schedule committee, the BOE, with assistance of the school administration/counselor, must determine whether the proposed need for a change requires an adjustment to the existing schedule or a complete change of schedule. If an adjustment to the existing schedule is sufficient to solve the problem, then a schedule committee is not needed.

- II. The schedule committee shall consist of a representative for each subject area (ELA, Science, Social Studies, Sped, Fine Arts/Spanish, CTE/PE,

Math), a high school administrator, the high school counselor, and up to two representatives of the BOE. One of the subject area representatives will be a Teacher's Association member.

a. The purpose of the committee is to develop an alternative schedule that they believe solves the identified problem. The committee will then examine the pros and cons of both the current schedule and the alternative schedule by answering the following questions:

- i. How will a schedule change address the identified problems?
- ii. What are additional benefits and strengths of the proposed schedule?
- iii. What will be lost due to a change from the current schedule?
- iv. What new problems might the proposed schedule create?

III. At the conclusion of committee work, the schedule committee will present to the full Board and provide a recommendation for best solving the problem(s) in order to benefit student learning. The pros and cons and the recommendation will be documented for reference. The BOE will vote to keep the current schedule or adopt the recommended schedule.

ARTICLE XIV REDUCTION IN FORCE

A. The Kansas Constitution and Kansas statutes assign Boards of Education the responsibility for determining the composition of professional staff necessary to maintain the educational programs of Kansas school districts.

Decreasing enrollments, limited financial resources, changes in educational program needs, or other circumstances may require the number of professional employees employed by the district to be reduced.

Any decision to reduce professional staff in USD 417 will, in all cases, be at the discretion of the Board of Education. Normal attrition (resignations, retirements, and leaves of absence, etc.) will serve as the first means of achieving needed staff reductions. In the event further reduction in professional staff is necessary, it shall be accomplished in an orderly and non-discriminatory manner as provided by this agreement. The Board of Education may retain any professional employee who it deems is necessary to staff district programs including curricular, co-curricular, and extra-curricular programs of the district.

B. Definitions: For purposes of this agreement, terms shall be defined as follows:

1. Teacher: Any employee assigned to a position requiring a certificate issued by the State Department of Education, but excluding positions requiring administrative certification.
2. Temporary teacher: Any licensed employee who is on a non-continuing contract. i.e., substitute teacher.
3. Part-time: Any licensed employee who is assigned less than a full school day or less than five days per week.
4. Probationary teacher: Any licensed teacher who has not gained tenured status with USD 417.
5. Permanent status teacher: Any licensed teacher who has gained tenured status with USD 417.
6. Seniority: the period of most recent continuous employment with USD 417.
7. Subject area: the general curricular area such as mathematics, English, social science, etc.
8. Grade level: elementary (K-6), secondary (7-12).

C. Procedure: Once the Board of Education has determined that a reduction in professional staff is necessary, and that said reduction cannot be accomplished within the required time frame by normal attrition, the following procedures will be initiated:

1. The administration will recommend to the Board of Education the curricular areas and/or grade levels where reduction in staff will best address the interests of district students and needs of the school district.
2. All licensed employees will be advised of the reasons for the impending reduction in staff and will be reminded of the procedures and considerations to be used in determining which professional employees will be placed on involuntary leave of absence.
3. After determining which grade level or levels require a reduction in force, the Board of Education will consider lay-offs in the following sequence:
temporary teachers;
probationary part-time teachers;
permanent status, part-time teachers;
probationary full-time teachers;

permanent status, full-time teachers.

Permanent status, part-time teachers will be offered full-time positions, if positions for which they are licensed are available.

4. Concurrent with the sequential considerations listed above, the following non-prioritized factors will be considered by the administration in determining which teachers shall be recommended for involuntary leaves of absence:

- a. Seniority;
- b. Teaching experience within the district in specific subject matter areas and/or grade levels;
- c. Teaching performance per formal evaluations;
- d. Certification and transcript correlation to required assignments;
- e. Evidence of recent professional development;
- f. Assignability to required curricular, co-curricular, and extra-curricular programs.

D. Recall: If a professional employee on involuntary leave of absence is re-employed by the district, said employee shall be placed on the salary schedule according to experience and training with all accumulated leave and other benefits accumulated prior to the leave of absence.

Acceptance of employment with another district during the period of involuntary leave of absence will be considered a forfeit of recall opportunities in USD 417.

E. Miscellaneous: Professional employees on involuntary leaves of absence will be given preference for substitute teaching positions with the school district.

No professional employee on involuntary leave of absence will be entitled to compensation from the district, except for the performance of specific employment duties.

No action may be taken under this agreement if it will result in a violation of federal, state, or local laws.

ARTICLE XV SPRING VACATION

Five (5) spring vacation days will be designated in each school calendar. If, during the school year, the number of hours of student contact time should fall below the state requirement, the spring vacation can be decreased to compensate for the lost time up to a maximum of two days.

ARTICLE XVI ADMINISTRATION OF THE MASTER CONTRACT

Administration of negotiated agreements is the responsibility of both the Board of Education and the Teachers Association. To address this joint responsibility, fall workshops will be conducted each year to insure that all participants in the agreement understand the contents of the Master Contract. The superintendent of schools shall conduct said workshop for members of the Board of Education and all district administrators. Officers of the Teachers' Association will conduct said workshop for all non-administrative licensed employees of the school district.

Article XVII RETIREMENT BENEFIT PROGRAM

The purpose of this program is to assist teachers by providing an incentive for licensed employees to save for their respective retirement. This plan shall comply with all retirement program requirements as set forth by the federal government and the State of Kansas.

Definition –

- “Salary” shall mean pay received by a licensed employee based on the licensed employee’s salary and wages on their W-2 document.
- “Vested” – The point in time in employment in which the dollars contributed by the district to an employee’s retirement fund are fully and unconditionally guaranteed to the licensed employee. In the years that an employee is not fully vested and the employee contributes to the retirement program as spelled out below, USD 417 shall also make such contributions.

There are three classifications (tiers) of teacher employees participating in the district’s retirement program.

Tier 1: Those employees who have were hired by USD 417 whose Employment Commencement Date with the Employer as a licensed teaching Employee is prior to January 1, 1995, the Employer shall make an Employer Non-elective

Contribution in the amount set forth in Article XVII on the Exhibit 1 attached to this Addendum.

Tier 2: For Participants whose Employment Commencement Date with the Employer as a licensed teaching Employee is on or after January 1, 1995 but prior to January 1, 2010, the Employer shall make a Matching Contribution equal to .625% for every 1% of Employee Compensation deferred as an Elective Deferral by the Participant up to a maximum of 1.25% of Compensation total in Matching Contributions for any Plan Year in the event that a Participant elects to make an Elective Deferral of at least 2% of Compensation.

Tier 3: Participants whose Employment Commencement Date with the Employer as a licensed teaching Employee is after January 1, 2010, the Employer shall make a Matching Contribution equal to .5% for every 1% of Employee Compensation deferred as an Elective Deferral by the Participant up to a maximum of 1% of Compensation total in Matching Contributions for any Plan Year in the event that a Participant elects to make an Elective Deferral of at least 2% of Compensation.

USD 417 shall make contributions to a teacher's retirement plan no later than June 30 of each fiscal year.

A vesting schedule for teacher employee's to be able to receive the district's portion of retirement contributions shall be as follows:

- Years 1-3 0%
- Year 4 20% of district's contribution
- Year 5 40% of district's contribution
- Year 6 60% of district's contribution
- Year 7 80% of district's contribution
- Year 8 100% of district's contribution

Upon the completion of a licensed employee's 8th year of employment with USD 417, s/he shall be fully vested for all district contributions. Current years of service to USD 417 shall count towards an employee's vesting eligibility.

Employees shall work within the district's 403(b) program offerings to select the retirement fund(s) for their respective investments. An employee who is working after retirement shall not be eligible for this retirement plan.

Exhibit 1:

ARTICLE XVII EARLY RETIREMENT

The purpose of this early retirement program is to allow licensed employees to retire early. As a measure of appreciation for their services on behalf of the district, the program provides a cash benefit. The early retirement program will provide benefits pro-rated equal to the assignment at the time of retirement. Employees have to be KPERS points qualified in order to be eligible for the early retirement benefit.

CASH BENEFIT

USD 417 will provide a cash benefit to the retiring employee based upon the employee's salary at the time of retirement multiplied times the combined factors of age, years of experience in USD 417, and column placement on the salary schedule at the time of retirement.

The factors for determining retirement benefits are shown below:

| | | | | | |
|--------------------|-------|-------|-------|-------|-----|
| Age: Less than 60 | 60 | 61 | 62 | 63 | 64 |
| 5% | 15% | 13% | 11% | 9% | 7% |
| Years in District: | | | | | |
| 30+ | 25-29 | 20-24 | 15-19 | 10-14 | 5-9 |
| 15% | 12% | 10% | 8% | 6% | 4% |
| Column Placement: | | | | | |
| EDS | MS30 | MS20 | MS10 | MS | |
| 5% | 4% | 3% | 2% | 1% | |

Licensed employees must submit a written request to the Board of Education prior to April 1 preceding the anticipated retirement date. To correspond with KPERS retirement dates, teachers may elect June, July, August, or September 1st as the date of retirement. Payment will be made in one lump sum within 60 days following the KPERS retirement date, unless other arrangements are approved by the superintendent. The cash benefit will be paid into an employer sponsored 403(b) account.

ARTICLE XVIII EARLY NOTICE PROVISION

The purpose of this early notice provision is to encourage staff to provide notice of intent to leave employment before May 15 thereby providing the Board additional time to secure a replacement teacher. The board will pay any employee the amounts specified whenever notification of resignation is provided pursuant to the following schedule:

Resignation received by the Board on or before:

December 31: \$500

February 1: \$250

April 1: \$100

ARTICLE XIX EVALUATION PROCESS

USD 417's Teacher Evaluation System is designed to (1) assess a teacher's performance as it relates to the Professional Teaching Standards, and (2) serve as the basis for developing a professional growth plan. The principal/evaluator conducts the evaluation process, in which the teacher actively participates, through the use of self-assessment, reflection, presentation of artifacts, and classroom demonstrations(s).

Definitions of employees are taken from K.S.A. 72-2409. Policy of personnel evaluation; adoption; forms; contents; time.

http://ksrevisor.org/statutes/chapters/ch72/072_024_0009.html

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. Any employee who is not employed for the entire semester shall not be required to be evaluated.

During the third and fourth years of employment, every employee 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 in every three years not later than February 15 of the school year in which the employee is evaluated.

The following eight components comprise the system.

COMPONENTS

COMPONENT 1: TRAINING

Before participating in the evaluation process, all teachers, principals, and peer evaluators must complete training on the evaluation process. All teachers new to USD 417 will receive training within 10 days of the start of their contract in August. USD 417 will provide the trainers for this August training.

COMPONENT 2: ORIENTATION

Orientation for teachers will be provided as follows:

- For all teachers new to USD 417, orientation will occur as part of the August training for the USD 417 Teacher Evaluation System.

During this orientation meeting, the principal should provide the teacher with a copy of or directions for obtaining access to:

- The Teacher Evaluation Rubric (the Rubric).

COMPONENT 3: TEACHER SELF-ASSESSMENT

Teachers in their 1st year of employment shall complete the “Self-Assessment” no later than 15 days from the start of the contract year. All teachers shall complete the “Self-Assessment” and “Professional Development Plan” annually. This will occur at a date between February 15th and end of the contract year.

COMPONENT 4: PRE-OBSERVATION CONFERENCE

Before the first formal observation, the principal will meet with the teacher to discuss the teacher's self-assessment based on the Teacher Evaluation Rubric, the teacher's most recent professional development plan, and the lesson(s) to be observed. The teacher will provide the principal with a written description of the lesson(s). The goal of this conference is to prepare the principal for the observation. Pre-Observation conferences for subsequent observations can be scheduled at the discretion of the evaluator.

COMPONENT 5: OBSERVATIONS

A formal observation should last at least 45 minutes or an entire class period.

A. Teachers in their first and second consecutive years of employment.

The principal should conduct at least one formal observation per semester.

B. Teachers in their third and fourth consecutive years of employment.

The principal should conduct at least one formal observation during the evaluation process of the current school year.

C. Teachers in their fifth consecutive year of employment and beyond.

After the fourth consecutive year of employment, every teacher shall be evaluated at least once in every three years not later than February 15 of the school year in which the employee is evaluated, unless notified differently by the building principal. The principal should conduct at least one formal observation during the evaluation process of the current school year.

During observations, the principal should note the teacher's performance in relationship to the applicable standards on the Teacher Evaluation Rubric.

COMPONENT 6: POST-OBSERVATION CONFERENCE

The principal will conduct a post-observation conference no later than ten school days after any formal observation. During the post-observation conference, the principal and teacher discuss and document on the Rubric the strengths and weaknesses of the teacher's performance during the observed lesson.

COMPONENT 7: SUMMARY EVALUATION AND SCORING THE TEACHER SUMMARY RATING FORM

- For teachers in their first two consecutive school years of employment, the principal will conduct a summary evaluation prior to the 60th school day of each semester.
- For teachers in their 3rd and 4th consecutive school years of employment, the principal will conduct a summary evaluation prior to February 15th.
- After the fourth year of employment, a summary evaluation will be completed no later than February 15th of the school year at least once in every three years.

During the summary evaluation conference, the principal and teacher shall discuss the teacher's self-assessment, the teacher's most recent Professional Development Plan, classroom observations, and artifacts submitted or collected during the evaluation process.

At the conclusion of the evaluation process, the principal will:

- A. Give a rating for each element in the Teacher Evaluation Rubric;
- B. Make a written comment on any element marked "Not Demonstrated";
- C. Give an overall rating of each standard in the Teacher Evaluation Rubric;
- D. Provide the teacher with the opportunity to add comments to the Teacher Summary Rating Form;
- E. Review the completed Teacher Summary Evaluation Rating Form with the teacher;
- F. Assign the teacher to one of the Professional Development Plans as per the USD 417 Teacher Summary Evaluation Rating; and

G. Secure the teacher's signature on the Record of Teacher Evaluation Activities and Teacher Summary Rating Form.

COMPONENT 8: PROFESSIONAL DEVELOPMENT PLANS

All teachers will complete their Professional Development Plan between February 15th and the end of the contract year.

Each teacher will be assigned to one of the following Professional Development Plans based on the Summary Evaluation Rating.

A. Individual Professional Development Plans

Teachers who are rated at least Proficient on all the standards on the Teacher Summary Rating Form will develop an Individual Professional Development Plan designed to improve performance on specifically identified standards and elements.

B. Monitored Professional Development Plans

The principal will place a teacher on a Monitored Professional Development Plan whenever he or she is rated Developing on one or more standards on the Teacher Summary Evaluation Rating Form. The teacher and principal develop and monitor the plan together. A Monitored Professional Development Plan will, at a minimum, identify the standards and elements to be improved, the goals to be accomplished, the activities the teacher should undertake to achieve Proficiency, and a timeline which allows the teacher one school year to achieve Proficiency.

C. Directed Professional Development Plans

The principal will place a teacher on a Directed Professional Development Plan whenever he or she is rated:

- a. Not Demonstrated on any standard on the Teacher Summary Evaluation Rating Form; or
- b. Developing on one or more standards on the Teacher Summary Evaluation Rating Form for two sequential years.

The Directed Professional Development Plan will, at a minimum, identify the standards and elements to be improved, the goals to be accomplished, the activities the teacher needs to complete to achieve Proficiency, and a timeline for achieving Proficiency within one school year or less. Should a teacher not attain proficiency within one school year, he or she may be recommended for non-renewal.

ARTICLE XIX INCLEMENT WEATHER

When school is dismissed early because of inclement weather teachers will be expected to remain in the building and on duty for the amount of time following the dismissal of school which is required on normal school days. When school has been canceled because of inclement weather teacher will not be required to be in attendance. Make-up teaching days or inservice days may be approved by the Board of Education to fulfill the contract.

ARTICLE XX RESIGNATION

The board shall consider any licensed employee's resignation which is submitted to the board in writing. The board may accept resignations from employees under contract when the resignation will be in the best interests of the district.

Any teacher may apply to the board for a release from the teacher's employment contract. Any such release may be granted if official notice is given before the final day for notification under the State continuing contract law. If the release from contract is requested after the official date for notification as per the State Continuing Contract law, then the BOE may grant the release if a suitable replacement is found and the teacher pays liquidated damages to the board for searching and securing a suitable replacement according to the following schedule: Damages will be paid to the board at a rate of 3% of the employment contract if the teacher seeks release between the official date for notification under the Continuing Contract law and 2 weeks after said date; 4% between the two weeks after Continuing Contract law date and July 15; 5% after July 15 of any year. The board may waive liquidated damages for unforeseen circumstances that cause a hardship on the employee.

If the licensed employee terminates employment in the district without complying with the terms of this agreement, the board may petition the State Board of Education to have the teacher's certificate or license suspended.

Exit Interviews


Exit interviews may be conducted after an employee resigns.

Memorandum of Agreement

The Morris County Teacher's Association and the USD 417 Board of Education enter into this Memorandum of Agreement on this 27th day of June, 2018. By signing, both parties agree to the language stated in this agreement with one exception. Should any change in state funding for the 2021-22 contract year occur in such a manner that results in either a decline or an increase in revenue for USD 417 (whether that be from a new state funding formula or a change in the current funding formula), both the USD 417 Board of Education and the Morris County Teacher's Association reserve the right to nullify the Salary provision (Article IX) for the 2021-22 school year. Nullification of this provision by either party shall result in the re-opening of negotiations for the 2021-22 school year. Notification to nullify this provision and re-open negotiations for the 2021-22 school must occur no later than 20 days after the completion of the 2021 legislative session.

IN WITNESS WHEREOF the parties have caused their corporate names to be hereunto subscribed by their respective president and attested by their respective secretary or clerk for the 2020-2021 and 2021-2022 school years.

ATTEST:


Tracie Schroeder (Aug 13, 2020 09:30 CDT)

President

USD 417 Teachers' Association



Secretary

USD 417 Teachers' Association



President

USD 417 Board of Education



Clerk

USD 417 Board of Education

ACTIVITY PASSES: Each USD #417 teacher will be issued an activity pass for the teacher and the teacher's spouse.