



2019-2020
MASTER AGREEMENT

Between the

BOARD OF EDUCATION

And the

LOCAL EDUCATORS ASSOCIATION

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2019-2020

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ARTICLE I. ASSOCIATION RIGHTS

Section 1. Reproduction of Agreement

Copies of the Master Agreement shall be provided by the Board and the expense thereof shall be borne by the Board. Printed copies shall be provided to all teachers within six weeks of the ratification of the negotiated agreement.

Section 2. Use of Facilities

The Association shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, calculators, computers and other district technology including the Internet and audiovisual equipment at reasonable times. Such machines and equipment may be used only when not in use for educational purposes and may not be removed from school property. The Association shall have the right to use school buildings for local Association meetings. Such use shall be only when not in conflict with school activities. To avoid conflicts, the Association must schedule meetings with the building principal. Failure by the Association to secure buildings after Association use, or Association use which results in damage to school property, other than normal wear, shall be grounds for denial for future use of facilities and equipment.

Any use of facilities or equipment shall be according to policy as established by the board. There is no expectation of privacy in any use of facilities or equipment and use is subject to review and/or monitoring by the board or their designees.

Section 3. Materials for Negotiation

Copies of budget data or other materials which are accessible to the public and which have been requested for use by the Association shall be charged to the Association at the same rate they are provided to the general public.

Section 4. Dues Deduction

The Board agrees to make monthly payroll deductions from teacher salaries for the following purposes and subject to the conditions hereinafter set forth: NEA and KNEA dues.

In regard to dues deductions, said deductions will be made as authorized in writing by each teacher desiring such deduction. Said authorization shall be made on forms provided by the Board and shall be filed annually with the clerk of the Board prior to September 1. A teacher employed by the school district prior to September 1 for the school year ending the following June 30 must make such authorization within ten school days following the effective date of said teacher's contract of employment. Any teacher may withdraw such authorization at any time by filing written authorization thereof with the Clerk of the Board at least thirty days before the effective date of such withdrawal. The Board shall pay all of said dues directly to KNEA by the last day of each month. The Association agrees to hold the Board and any employee thereof harmless in the event any teacher is not given proper credit for any dues submitted by the Board pursuant to this article.

NOTE: The authorization form to be used for payroll deductions shall include the annual and per-pay-period amount of the dues deduction.

Section 5. Non-renewal

The Association and the non-renewed teacher shall be notified of the non-renewal of a regular contract/supplemental contract as soon as possible after the school board meeting in which the decision is reached by the Board.

Section 6. Board Policy Handbook

Copies of current board policy will be maintained in the board office with the Clerk of the Board, and in the teacher workroom.

Section 7.**Board Agenda**

The USD 322 Board of Education will provide the president of the teachers' association a copy of the agenda and all appropriate supporting materials for regularly scheduled Board of Education meetings. These materials will be provided in a reasonable time frame up to the time of the meeting.

ARTICLE II. REGULATIONS RELATING TO WAGES**Section 1.****Salary Schedule**

The Board of Education will fund the 2019-2020 movement as listed. The board will fund vertical and horizontal movement in the 2019-2020 school year. Either party may request to reopen salary negotiations for 2019-2020 if the State of Kansas increases/decreases the amount of base state aid per pupil.

Current Base \$36,400

2019-2020 U.S.D. 322 SALARY SCHEDULE

YOS	BS	BS+10	BS+25	BS+40	MS	MS+15	MS+30	YOS	BS	BS+10	BS+25	BS+40	MS	MS+15	MS+30
1	36400	37150	38150	39150	40650	42150	44650	1	0	750	1000	1000	1500	1500	2500
2	36800	37550	38650	39650	41250	42750	45250	2	400	400	500	500	600	600	600
3	37200	37950	39150	40150	41850	43350	45850	3	400	400	500	500	600	600	600
4	37600	38350	39650	40650	42450	43950	46450	4	400	400	500	500	600	600	600
5	38000	38750	40150	41150	43050	44550	47050	5	400	400	500	500	600	600	600
6	38400	39150	40650	41650	43650	45150	47650	6	400	400	500	500	600	600	600
7	38800	39550	41150	42150	44250	45750	48250	7	400	400	500	500	600	600	600
8	39200	39950	41650	42650	44850	46350	48850	8	400	400	500	500	600	600	600
9	39600	40350	42150	43150	45450	46950	49450	9	400	400	500	500	600	600	600
10	40000	40750	42650	43650	46050	47550	50050	10	400	400	500	500	600	600	600
11	40400	41150	43150	44150	46650	48150	50650	11	400	400	500	500	600	600	600
12		41550	43650	44650	47250	48750	51250	12		400	500	500	600	600	600
13		41950	44150	45150	47850	49350	51850	13		400	500	500	600	600	600
14		42350	44650	45650	48450	49950	52450	14		400	500	500	600	600	600
15		42750	45150	46150	49050	50550	53050	15		400	500	500	600	600	600
16		43150	45650	46650	49650	51150	53650	16		400	500	500	600	600	600
17			46150	47150	50250	51750	54250	17			500	500	600	600	600
18			46650	47650	50850	52350	54850	18			500	500	600	600	600
19			47150	48150	51450	52950	55450	19			500	500	600	600	600
20				48650	52050	53550	56050	20			500	500	600	600	600
21				49150	52650	54150	56650	21				500	600	600	600
22				49650	53250	54750	57250	22				500	600	600	600
23				50150	53850	55350	57850	23				500	600	600	600
24					54450	55950	58450	24					600	600	600
25						56550	59050	25						600	600
26	YOS=Years of Service						59650	26							600

Section 2.**Frequency of Pay Periods**

Regular pay periods will be the 15th and 30th of each month commencing with September 15. Each pay period shall be one of twenty-four equal installments. If either date falls on the weekend, payroll shall be issued the Friday before.

Section 3. Direct Deposit

All teacher payroll will be issued by mandatory direct deposit. Teachers shall have two options for the issuance of their pay:

1. Direct Deposit with Board approved depository
2. Direct Deposit with other bank of their choice

Regulations governing Direct Deposit are as follows:

- A. Two days prior to the pay dates of the 15th & 30th (or the Friday before if those dates fall on a week-end) the net pay for each teacher on Direct Deposit shall be taken to the Board approved depository.
- B. Transfer for teachers who have selected Direct Deposit to another bank shall be handled by the staff of the Board approved depository.
- C. All teachers shall have their funds available by the 15th and 30th of the month (or the Friday before if those dates fall on the weekend.)

Section 4. Reduction in Force

If the Board decides that the size of the teaching staff must be reduced, guidelines in the following rule shall be followed: Insofar as possible, reduction of staff shall be accomplished by attrition due to resignations and retirement.

The following steps will be utilized by the district's administrative staff to reduce the teaching staff:

- 1) The number of teaching positions to be reduced shall be in accordance with the educational goals established by the Board.
- 2) The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals in determining which teachers will be nonrenewed due to reduction in force.
- 3) If all of the teachers in the area identified for reduction have similar certifications, qualifications, training, skills, evaluations, and interests, the teacher(s) who best meets the needs of the district will be retained. The teacher with the longest full-time continuous length of service will be one of the additional factors considered.

Any certified employee who has not been reemployed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher would qualify. Certified employees who may be eligible for reemployment are required to notify the district of their current address. The Superintendent will recommend to the Board reinstatement of any teacher he/she deems qualified and able to serve the best interests of the district. The Board shall not be required to consider reinstatement of any teacher after a period of one year from the date of nonrenewal.

Section 5. Individual Professional Employee Contract

There shall be separate forms for the day duty and the supplemental duty for the Individual Professional Employee Contract.

Section 6. Release from Contract

All contract of employment of teachers, except contracts entered into under the provisions of K.S.A. 72-5412a, and amendments thereto, shall be deemed to continue for the next succeeding school year unless written notice of termination or nonrenewal is served as provided in this subsection. Written notice to terminate a contract may be served by a board upon any teacher prior to the time the contract has been completed, and written notice of intention to nonrenew a contract shall be served by a board upon any teacher on or before the third Friday in May. A teacher shall give written notice to a board that the teacher does not desire continuation of a contract on or before the 14th calendar day following the third Friday in May or, if applicable, not later than 15 days after the issuance of a unilateral contract as authorized by K.S.A. 72-5428a, and amendments thereto, whichever is the later date.

In the best interest of both parties - the teachers and the board of education, it is highly recommended that teachers let the board of education know by April 15th if they do not desire continuation of their contract for the following year. It is also highly recommended that written notice to terminate or nonrenew a teacher contract be served by April 15th. If a teacher elects to resign after the 14th day following the third Friday in May, the board will not accept the resignation unless the teacher pays a penalty of a \$4,000 fee to the Board of Education. The board reserves the right to waive the penalty, at its own discretion. If the law changes, the dates will adjust according to state statute.

Section 7. Teacher Replacement Incentive

Any teacher desiring to resign from his or her primary contract for the next contract year and retiring per terms and conditions of the KPERS 85-point Rule who notified the Board in writing on or before January 10 of the current contract year shall be paid a \$1,250.00 incentive in her or his final pay check from the district. Any teacher who meets the same conditions who notifies the Board in writing on or before March 1 of the current contract year shall be paid a \$650.00 incentive in her or his final pay check from the district. The early notice of intent to retire allows the district to begin searching immediately for a suitable replacement.

Section 8. Bonus (upon leaving the district)

A teacher with 20 or more years of continuous service in USD 322 will be eligible for a bonus upon leaving the district. The bonus will be in the amount of \$125.00/sick leave days accumulated with a maximum of 30 days eligible.

ARTICLE III. FRINGE BENEFITS

Section 1. Participation/ Options

Each teacher shall have the right to participate in the District's Salary Reduction Plan (Section 125 Cafeteria Plan). The following options are available for salary reduction:

- A. Group Health Insurance
- B. Salary Protection/ Disability
- C. Group Life Insurance
- D. Reimbursement for out-of-pocket medical expenses
- E. Reimbursement for out-of-pocket dependent care expenses

Section 2. District Group Health Plan

A. Eligibility

All teachers whose contract with USD 322 includes 630 or more instructional hours per year shall be entitled to participate in the District approved Health Plan.

Within eighteen months of the renewal deadline of the District approved Health Plan, a committee will be formed consisting of three Board of Education members and three OEA association members (or equal numbers from each group) and a classified employee, for the purpose of reviewing and approving a district insurance plan. The superintendent will serve on the committee in an advisory role.

Prior to changing an existing current District Approved Health Plan, the board must offer the OEA a health policy that is equivalent or better than the current health plan, which will include benefits, costs and projected rate increases.

B. District Cost Factors

As long as U.S.D. 322 continues with the 19-20 insurance provider, the board will not change the coverage amount that they pay. This will include 95% of premium cost for single coverage and if elected by the employee the district will pay an additional 35% toward the dependent premium cost. Any percentage paid change by the Board of Education, will be negotiated.

Section 3. Salary Deductions

The Board agrees that moneys for teacher contributions to health insurance or other mutually agreed deductions as directed by the teacher, shall be deducted in twenty-four equal amounts from the teacher's yearly salary, commencing in September of the school year (for nine month teachers), and commencing in the month the contract commences for all other teachers.

Section 4. Annuities

The district will provide for teacher participation annuities vendors and any of those vendor's annuities plans that do not require direct or indirect cost of any type to the district. It is the responsibility of each annuities vendor available in the district to maintain a plan document that contains all plan terms and benefits. It is the duty of the plan participant to fully understand and comply with terms and benefits of the annuities plan in which she or he chooses to participate. USD 322 will provide new vendor availability for any and all annuities vendor(s) in which five or more different teachers covered by this agreement choose to participate in any of that vendor's annuities plans.

A current list of vendors will be available in the district office. All of the existing annuities vendors and their plans will continue to be offered to participating teachers as long as one or more teachers covered by this agreement choose to participate in any of that vendor's annuities plan. Existing annuities vendors will be discontinued if and when no teacher chooses to participate in any of that vendor's annuities plans. Existing annuities vendors that have been discontinued for that reason will be required to meet the five minimum participation levels before being reactivated in the district.

Rollover annuity funds from previous employers will be allowed in USD 322 if the rollover annuities are that of an annuities vendor currently being used in the district and the rollover does not result in cost of any type to the district. Teachers leaving district employment may choose to complete a rollover of their annuities into the annuities of their choice providing that the rollover does not result in cost of any type to the district.

ARTICLE IV. EXTRACURRICULAR ACTIVITIES

Section 1. Assignment

A. **Extracurricular activities** are assignments outside of the teacher's workday as defined in Article V, Section 2.A.1. except for Activities Director (AD) administrative duties. The Activities Director shall be provided a plan time in addition to the academic plan time:

Activities Director 7-12 shall have a minimum of 60 minutes

Activities Director 9-12 shall have a minimum of 60 minutes

Activities Director 7-8 shall have a minimum of 45 minutes

Extracurricular assignments shall be voluntary and no teacher shall be required to accept any such assignment. Refusal to accept an extracurricular assignment shall not be a valid basis for a negative teacher evaluation.

B. District administration will publish a list of all current supplemental positions and the current coach/sponsor on or before May 1. The current coach/sponsor will respond to the superintendent in writing as to their intention to retain or resign the position by the Friday before the regularly scheduled May BOE meeting. If the activity is not concluded by May 1, the coach/sponsor will notify the superintendent of their intent by June 1.

C. It is the position of the Board and the association that students are best served when licensed teachers employed by the district sponsor or coach extracurricular activities. Coaching, sponsorship, and extra duty opportunities will first be offered to qualified teachers employed by the district. The qualifications will be based on the evaluations

of the building principal and superintendent. Once the position has been posted for a period of two weeks, the Board has the right to consider and hire other licensed instructors and Rule 10 candidates.

Section 2. Insurance

All extracurricular activities shall be covered for the teacher by school insurance.

EXTRACURRICULAR ACTIVITIES ; SUPPLEMENTAL SALARIES

The Board of Education will fund the 2019-2020 supplemental salary schedule as listed. It is further agreed the board will fund the 2019-2020 supplemental salary schedule, as listed. Either party may request to reopen supplemental salary negotiations for 2019-2020 or 2020-2021, if the State of Kansas increases/decreases the amount of base state aid per pupil.

Section 3. Determination of Supplemental Salary Placement

	2019-20	2019 - 2020 Assignment Percentages			
Base	36400				
Increment	600	7-12 Activities Director	20.00%	FBLA	6.00%
Step 1	36400	OR 7-8 Activities Director	6.00%	KAYS	6.00%
Step 2	37000	OR 9-12 Activities Director	13.00%	OHS Scholars' Bowl	6.00%
Step 3	37600	OHS Head Basketball	12.50%	OHS Student Council	6.00%
Step 4	38200	OHS Head FB	12.50%	Spanish Club	6.00%
Step 5	38800	OHS Head VB	11.50%	OGS Head WR	5.50%
Step 6	39400	OHS Head WR	11.50%	OHS Basketball Cheer	5.50%
Step 7	40000	7-12 Lead Teacher/SIT	11.00%	District Band	5.00%
Step 8	40600	PreK-6 Lead Teacher/SIT	11.00%	OHS Yearbook	5.00%
Step 9	41200	OHS Head TR	10.50%	OGS Asst Basketball	3.00%
Step 10	41800	OHS FFA Head Advisor	9.00%	OGS Asst VB	3.00%
Step 11	42400	OHS Forensics	7.50%	OGS Asst. FB	3.00%
Step 12	43000	Leader In Me Chair	7.00%	OGS Asst. TR	3.00%
Step 13	43600	OGS Head Basketball	5.50%	OHS FB Cheer	4.50%
Step 14	44200	OGS Head FB	5.50%	PDC Chair	4.50%
Step 15	44800	OGS Head TR	5.50%	District Choir	4.00%
Step 16	45400	OGS Head VB	5.50%	OHS Chess	4.00%
Step 17	46000	OHS Asst. Basketball	7.00%	OGS Asst. WR	2.50%
Step 18	46600	OHS Asst. FB	7.00%	OHS Asst. CC	3.50%
Step 19	47200	OHS CC	7.00%	OHS NHS	1.50%
Step 20	47800	OHS Golf	7.00%	Freshman Class Sponsor	\$600
		OHS Asst. TR	6.50%	Sophomore Class Sponsor	\$750
		OHS Asst. VB	6.50%	Junior Class Sponsor	\$1,500
		OHS Asst. WR	6.50%	Senior Class Sponsor	\$1,000
		OHS Head Baseball	10.50%		
		OHS Head Softball	10.50%		
		OHS Asst. Baseball	6.50%		
		OHS Asst. Softball	6.50%		

The number of coach/sponsor allowed shall be as determined by the Board. In the event that fewer than the maximum number of coach/sponsor is assigned a particular position, the percent allowed each such coach/sponsor shall not increase.

Any coach or sponsor returning to the same supplemental sport or activity will be entitled to all his/her years of experience in that sport or activity.

Placement on salary steps:

- A. A head coach or sponsor from another school is hired to be head coach or sponsor in that same sport or activity, same level (i.e. JH or HS) in USD 322. That person is entitled to all his/her years of experience.
- B. An assistant coach or sponsor takes the head job in that same sport or activity. Place on head coaching or sponsoring level based on one half of the coach's or sponsor's assistant coaching or sponsoring years. *[For example, a 10-year assistant (same sport or activity) becomes a head coach or sponsor and enters at step 6]*
- C. A head coach or sponsor at the Jr. High moves to the High School in that same sport or activity. Allow entry at one half of the coach's or sponsor's Jr. High coaching or sponsoring years. *[For example, a 10-year JH Head BB coach becomes the HS BB coach and enters at step 6.]*
- D. A head coach or sponsor at the Jr. High goes to the High School as an assistant in that same sport or activity. That person is entitled to all his/her years of experience.
- E. A first time Rule 10 coach or sponsor begins on step 1 and moves with years of experience. If a Rule 10 has previous coaching or sponsoring experiences, refer to the above examples.
- F. A head coach or sponsor takes an assistant position in that same sport or activity, with the same school. Allow all years of experience but move him/her to the appropriate assignment percent.
- G. Round number of years to the next whole number. *[For example a coach or sponsor of 15 years using half of the experience would enter at step 8 (7.5 years).]*

Section 4. Extra Duty Assignments

Any teacher assigned by administration to specified extra duties outside of the negotiated duty day as defined by Article V, Section 2A1 of the negotiated agreement and not included in the stated Supplemental Salaries (Article IV, Section 3) of the negotiated agreement shall be compensated in quarter (0.25) hour increments at the negotiated hourly pay rate of \$10.00 per hour with a 12-hour per day limit (\$120) for the supervision of school-sponsored student performances of a non-athletic nature, non-supplemental concession supervision, event support duties, enrollment and breakfast supervision and so on.

All extra duty time not covered by contract or supplemental salary related to sponsorships, including but not limited to accompanist, summer band, and weight lifting will be paid at the current extra duty rate. The principal will validate these hours.

Per those same conditions, teachers shall be compensated in quarter (0.25) hour increments at the hourly pay rate of \$17.00 per hour for administratively assigned and approved PDC meetings, QPA Steering Team meetings, student tutoring, Saturday School supervision, Summer School duties and Curriculum Team meetings and so on.

All extra duty assignments will be made with and approved in advance by the principal and/or the superintendent. Those not prior approved, will not be considered as extra duty and will not be compensated. Employee Extra Duty sheets are required of those requesting compensation for extra duties performed outside the teacher's duty day. Copies of the Employee Extra Duty sheets shall be approved by the principal and forwarded to the clerk.

The hourly pay rates for all extra duty assignments shall be equal to or greater than the minimum wage rate.

Section 5. Stipends

The PDC (Professional Development Council) Chair will receive a stipend of \$1,500.

ARTICLE V. AMOUNT OF WORK

(Note: Setting minimum hours or days as the length of the school year is specifically exempted from negotiations by Kansas law. The Board of Education annually selects the option to be used.)

Prior to recommending a calendar to the Board of Education, the superintendent will set up a committee of staff, from all levels, to develop a calendar for approval by the Board of Education. OEA will appoint at least 2 teacher representatives of their choosing, the board will select a member, 1 classified staff member selected by the superintendent, and 1 other representative as deemed appropriate by the board or administration. The calendar will have 178 contract days and 179 contract days for teachers that are new to U.S.D. 322.

Section 1. Number of Duty Days

KSDE-required calendar hours: KG = 465 hrs. Gr.1-11 = 1,116 hrs. Gr.12 = 1,086 hrs.

DAYS:

178 = Total Teacher Contract Days (returning teachers)

179 = Total Teacher Contract Days (new teachers)

There will be no less than 4 Teacher Work Days and 2 ½ PDC Days per calendar year. There will be 1 Full Teacher Work Day at the beginning and end of the school year. The other 2 will be at the discretion of the calendar committee.

Parent Teacher Conferences will be scheduled on the school calendar.

Suggestions for total days within the quarter shall be:

<u>QUARTERS</u>		<u>DAYS</u>
Aug17-Oct12	=	39.5
Oct16-Dec20	=	42.0
Jan04-Mar08	=	44.0
Mar12-May17	=	39.5

Section 2. Activities Defined as Duty Days

A. Professional Work Day

1. The teacher work day is an additional thirty minutes outside of the student contact day. A regular full teacher work day is from 7:40 a.m. until 3:40 p.m. unless special permission has been given by the principal. The regular teacher work day is from twenty minutes before student contact time until ten minutes after student contact time when special circumstances exist (such as snow days).

Mandatory attendance is required for faculty meetings from 7:30 a.m. until the start of the school day. Faculty meetings may be held up to four times monthly with emergency faculty meetings held as needed.

2. Each teacher will be guaranteed a minimum of forty (40) minutes for planning time each day, outside of all other duty free mandates or district job assignment. Administration is directed to give each teacher no less than thirty (30) minutes consecutively. If only thirty (30) minutes are given at a time, the teacher will receive no less than two- thirty (30) minute slots per day or an equivalent to that amount of time during the work week.
3. When a teacher is required to substitute for another teacher, reimbursement will be determined in the following manner:

- c. A valid period of substitution will be fifteen minutes or more.
- d. It is the responsibility of the building principals or principal's representative to assign which teacher will substitute for whom. After the five hours of substitution, the teacher will have the option of declining if this means he/she would have no planning period.
- e. After the teacher has substituted eight hours at prorated substitute pay, any additional hours of substitution will be compensated with pay that is prorated at his/her salary.

counselor, affected teachers individually and/or in groups, is an important step in any change in the scheduling process.

ARTICLE VI. LEAVE POLICIES

Section 1. A. Leave for Jury Duty

All teachers shall be allowed to serve as jurors. Substitutes will be provided at no expense to the teacher and no days of any leave will be deducted from any accumulated leave. However, except for mileage paid, the Board is to be reimbursed the amount the teacher receives for serving on the jury.

B. Licensure Renewal Release

Upon communication and approval from the Superintendent, teachers may be granted up to 4 hours of release time, for the purpose of fingerprinting for licensure renewal. This will be granted one (1) time per teacher, during their tenure of teaching within U.S.D. 322. Any time beyond 4 hours, must also be approved by the Superintendent.

Section 2. Temporary Leave

At the beginning of the school year, full-time teachers shall receive twelve days of temporary leave (TL). This leave can be used for illness, bereavement, or personal needs of the teacher. It is the responsibility of the teacher to submit their absences for approval through the board-approved online attendance system.

Teachers shall be allowed to accumulate the unused portion of each year's temporary leave to a maximum of ninety SLB days.

For a teacher to take more than three consecutive days of TL, not due to illness, an approval request must be submitted to the superintendent, through the board-approved online attendance system, at least ten business days prior to the proposed use of the TL. Emergency circumstances will be at the discretion of the superintendent.

In case of a teacher's own personal illness, after five consecutive days of absence, the superintendent may require the teacher to furnish a signed statement from a licensed physician stating that the teacher was unable to perform job duties for health reasons.

With the exception of personal illness, TL may not be used to extend holidays or break time or during the first or last two weeks of the school year, or for personal vacation. Exceptions will be at the discretion of the superintendent.

Section 3. Sick Leave Pool

The use of this pool will be capped at a maximum \$5,500 cost per fiscal year to the Board of Education. Teachers volunteer sick leave to be placed into the pool. The sick leave placed into the pool may be borrowed in increments up to 30 days (240 hours) at one time by a teacher requesting the leave. Each request will be reviewed by a teacher committee appointed by the OEA president.

GUIDELINES

1) Emergency

- a. May include but not limited to family/extended family or personal sick leave.
- b. May include but not limited to hospitalization or out-patient care and recovery time.

2) Donation

- a. Teachers may voluntarily donate hours into the pool by using the sick leave pool form at any time. This form will be placed in the back of the master agreement.
- b. Sick leave hours are donated in general, not to a specific recipient.

3) Request for days

Teachers may request hours from the sick leave pool using the sick leave request form after they have used all of their eligible leave hours. This form will be placed in the back of the master agreement.

4) **Determination of Use**

The use of sick leave pool hours will be reviewed, and approved or denied, by a committee chaired by the OEA president and four other OEA members not known to each other. These four additional members are to be appointed by the OEA president. They will individually review the request and vote anonymously to approve or reject. Majority vote will determine the outcome. Neither the Board of Education nor the administration shall participate in any determination regarding the use of sick leave pool hours. Neither the Board of Education nor the administration shall be responsible for any claims, demands, or actions brought by any teacher with respect to the committee's decision to grant or deny use of sick leave pool hours. (Appendix B)

Section 4. Emergency Business Leave

In case of emergency, one day of accumulated sick leave may be used for discretionary leave. Such use is contingent entirely upon being granted by the building principal or superintendent.

Section 5. Accumulation of Leave

Notwithstanding any other language in this Agreement, unused discretionary leave shall be carried forward to the next school year as sick leave only.

ARTICLE VII. PROFESSIONAL DEVELOPMENT

Section 1. Provisions

Provisions will be made for all teachers to attain professional development through activities tied to each certified staff member's professional goals deemed appropriate by the U.S.D. No. 322 Professional Development Council (PDC) and approved by administration. Requests for approval must be submitted through the board-approved online tracking system.

Section 2. State-Approved Professional Development Plan

The State-Approved Professional Development Plan will be amended when appropriate or required to maintain State eligibility requirements so that the staff can use earned points to meet certification standards.

Section 3. Days Allowed

Teachers will be allowed to utilize Professional Development Days, to the extent necessary to meet recertification needs and to meet the Professional Development goals of the teacher, PDC, and District.

Section 4. Cost

The district will budget for, where fiscally appropriate, to pay for registration and travel costs that are approved and apply to the goals as listed in Section 3. It is the responsibility of the district to provide a qualified substitute in the event the absence is during the school day. It is the responsibility of the teacher to leave thorough and complete lesson plans for any class time missed.

Section 5. Points Required

It is the responsibility of the board to provide the necessary Professional Development time through scheduled PDC/District Professional Development time in the school calendar or provide the appropriate financial resources for teachers to seek outside Professional Development opportunities to ensure teacher recertification.

Section 6. Attendance/Absence

Attendance at approved Professional Development opportunities shall not require using sick or temporary leave but should be submitted and approved through both the board approved online attendance and tracking system.

Section 7. Praxis Examination

The district will reimburse a teacher the full cost of the exam when they successfully pass and provide proof of the Praxis exam score under the following conditions:

- a) If requested to take the test by the district, there shall be no expectation for the teacher to take the test.
- b) If testing is administered during the school day, the teacher will be allowed to take the exam and the district will provide a substitute without deducting leave from the teacher.

ARTICLE VIII. STAFF DRESS CODE POLICY

The Board of Education encourages appropriate dress for all district representatives.

ARTICLE IX. GRIEVANCE PROCEDURE

PREAMBLE: The purpose of this procedure is to provide for the orderly and expeditious resolution of grievances of a teacher at the lowest level. All grievances shall be confidential and conducted in private.

DEFINITIONS: 1. Grievance A complaint by a person or persons of the Association, subject to the limitations in paragraph 2 based on an alleged violation of the negotiated agreement.
2. Grievant The person or persons or the Association making the complaint. The Association is limited to filing a grievance only in regard to a right given to the Association in this Agreement. Any grievance filed by the Association shall be initially at Level III.

PROCEDURE:

- Level I. Within fifteen school days from the date of the grievant's awareness of the incident giving rise to the alleged grievance, a grievant may present orally the grievance to his/her principal or other immediate supervisor. Within five days after the discussion the principal shall give his/her answer to the grievant.
- Level II. Within ten school days of the oral answer and if the grievant is not satisfied with the answer, the grievant may file the grievance in writing with the principal. Within five school days after receiving the statement the principal shall communicate his/her answer in writing to the grievant stating finds of fact and rational for this decision.
- Level III. If the grievant is not satisfied with the disposition of the grievance at Level II, he/she may file the grievance within ten school days with the superintendent. The superintendent shall meet with the grievant within five school days in an effort to resolve the grievance. Within five school days after this meeting, the superintendent shall give to the grievant a written answer stating findings of fact and the rationale for this decision.
- Level IV. Within ten school days after receiving the decision from the superintendent, the grievant may submit the grievance to the Board. Within fifteen school days The Board shall hold a hearing on the grievance. Within ten school days after the hearing the Board shall communicate its decision in writing to the grievant. The

failure of the Board to deliver a decision within the allotted time shall mean that the grievance is upheld.

Level V. Binding Arbitration: The Board does not agree to binding arbitration.

MISC. PROVISIONS:

1. The grievant and the Board may be represented by not more than two persons at Level IV.
2. The Association shall have the right to have one representative present at the Level IV hearing.
3. The grievant may present witnesses and material at any level of the procedure except Level 1. Documentation is the responsibility of the grievant.
4. The failure of the individual hearing a grievance to give the grievant a decision within the allotted time shall give the grievant the right to proceed to the next step of the grievance procedure.
5. Grievance at Levels II, III, and IV shall be filed on the form provided with this article.
6. There shall be a separate file for grievances. Grievances will not be filed with the teacher's evaluation forms.
7. Sample grievance report form is included with this Agreement.

ARTICLE X. TEACHER EVALUATION RECORDS

Personnel records are required to be on file at the superintendent's office. All these records are kept in accordance and compliance with State requirements. These records include a copy of the contract, teaching certificate, transcript(s), health records, retirement application, birth certificate, and teacher evaluation. These records are kept in confidence per terms and conditions of the Kansas Open Records Act.

Section 1. Contested Evaluation Procedure

Teacher evaluation records may be alleged to contain inaccurate information. An individual requesting rectification of a contested item in his/her evaluation may follow this procedure:

- A. Evaluator and teacher shall consent mutually to rectify the situation by amending the item.
- B. If unable to agree and rectify the item, both parties should contact the superintendent. Both parties will make a statement concerning their convictions and place it in the teacher's file.

Section 2. Personnel File Entries

Teachers shall be notified and given a copy of all entries made into his/her file. This notification shall be acknowledged by the teachers by having their signature and the date of all entries into their file.

Section 3. Schedule

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

Section 4. Evaluation Document

The Board of Education retains the sole authority to choose the evaluation tool and criteria. Administration shall direct a committee consisting of administration,

elementary teachers, middle school teachers, and high school teachers to recommend and/or develop an evaluation document that promotes teacher development while meeting State guidelines.

ARTICLE XI. TEACHER RIGHTS

The Board of Education and teachers recognize that parents of students may have complaints regarding a teacher. Use of this formal process shall be agreed to by the administration and the teacher, otherwise it is agreed that board policy will be followed.

When this process is used, the provisions of it may be waived by mutual agreement of the administration and the individual teacher(s). When this process is used, if any step contained in the process is waived by the administration and teacher(s), failure to comply with any or all of the provisions of this Article shall not be the subject of a grievance by the Teachers' Association.

When a student, parent, or patron brings a complaint directly to the principal, superintendent, or school board member, they will be encouraged to go back and discuss it with the teacher. If they are not willing to do so, the teacher will be notified of the complaint as soon as possible either verbally or in writing by the administration.

Section 1.

- Step 1. The parents and/or students may meet with the teacher to discuss the conflict and possible alternatives. When the teacher deems it necessary they will involve administration. If administration is not present, and it is appropriate, the teacher shall notify administration of the content and results of the meeting.
- Step 2. In the event administration is not involved in Step 1, and the meeting between the teacher, parent and/or student does not resolve the conflict, administration will initiate a meeting of all parties involved to resolve the conflict. Teachers and administrators who are involved at this step shall document the meeting and may develop a plan of action. **In the case of physical evidence, Step 2 can be eliminated and move directly to Step 3.*
- Step 3. If there is no resolution at Step 2, the administration shall call a meeting in order to attempt to resolve the conflict. Teachers and administrators who are involved at this step shall document the meeting and may develop a plan of action. There shall be nothing placed in a teacher's personnel file prior to this step.
- Step 4. If there is no resolution at Step 3, the parent may discuss the matter in executive session with the school board. The teacher may choose to have the opportunity to be present or present to the school board on the same night. Teachers and administrators who are involved at this step shall document the meeting and the board may work with all parties to develop a plan of action. The superintendent will report to all parties what specifically is in the board's plan of action.

Section 2. This Article XI shall not be construed to prevent a parent or patron from addressing the Board at a School Board Meeting.

Section 3. In the event the Board or the administration is aware that a parent or group of parents desires to speak to the Board about an individual teacher at the next Board meeting, the administration shall make a good faith attempt to contact the teacher within a reasonable amount of time prior to the Board meeting. Patron petitions shall require this process to be followed.

Article XII. Teacher Discipline

A. It is agreed that informal disciplinary actions are the first steps taken in constructive discipline and are to be taken by administrators in situations of a minor nature involving the teacher's conduct or job performance. Disciplinary actions will be administered in a fair and equitable manner, and where possible in a private manner with an appropriate substantive investigation of the key individuals involved.

B. The information regarding proposed and implemented discipline of teachers shall be considered confidential, privileged information, only to be released to the administrator(s) who work(s) with the teacher, the superintendent, and, if appropriate, to the Board of Education. The teacher may release information regarding the discipline to any appropriate party.

C. Discipline of a teacher will be progressive and/or sequential, and appropriate to the severity of the infraction, except in those situations that constitute a breach of board policy that could impair the effective operation of the school, or potential criminal violation. The sequence of discipline shall be as follows:

1. A conference shall be the first step to a minor infraction such as; lateness to work, professionalism or professional responsibilities. Documentation may occur for the record, but no written record will be placed in the professional employee's personnel file.
2. The second step shall be an oral reprimand transmitted directly to the teacher, acknowledged by the teacher, and recorded in the building personnel file only as the existence of the reprimand, without extensive detail.
3. Once the administrator determines that a written reprimand is necessary, a face to face meeting with the teacher shall occur within 3 business days unless there are extenuating circumstances. It shall contain sufficient details of the incident to allow understanding by the teacher who shall submit a written response to the allegations within 3 business days unless there are extenuating circumstances. The response shall be attached to the reprimand, and both will remain in the teacher's building personnel file. There shall be no further appeal of the reprimand.
4. In the event of the failure of a teacher to correct the behavior identified in the written reprimand, the teacher may be placed on a written behavior plan and a timeline for meeting those expectations. The written behavior plan shall provide an opportunity for the teacher to object in writing to elements of the plan within 3 business days unless there are extenuating circumstances. Any objections shall be resolved by the Superintendent within 5 business days unless there are extenuating circumstances.
5. If the teacher does not satisfactorily meet the goals of the behavior plan, or if the teacher's behavior becomes insubordinate, the immediate supervisor shall notify the Superintendent. The Superintendent shall have the authority to suspend the teacher with pay, pending further review. With permission of the teacher, notification will be sent out to the OEA President.
6. Any reprimand or written behavior plan that is resolved may not be referenced after 13 calendar months and shall be purged at the end of that school year.
7. If the teacher does not correct the issues identified as the basis for the suspension with pay, or if the behavior is serious enough to warrant termination of employment, the Superintendent will notify the teacher of the intent to recommend suspension without pay to the Board of Education.
8. The teacher is entitled to be represented in any disciplinary proceeding under this Article.
9. In the event a teacher's contract is terminated for cause, the teacher is entitled only to a prorated share of the contractual sum of wages and benefits equal to the amount that the teacher earned from time in service.

MASTER AGREEMENT RESOLUTION

The following is the negotiated Master Agreement between Onaga Educator's Association (hereinafter referred to as the Association), and the Board of Education, Unified School District No. 322, Pottawatomie County, Kansas (hereinafter referred to as the Board).

WHEREAS, the Association has been recognized by the Board for the purpose of professional negotiations; and

WHEREAS, the Board and the Association, by and through their duly authorized representatives, have met, conferred, consulted and discussed with respect to the terms and conditions of professional employment, and

WHEREAS, The Board and the Association have now reached an agreement with respect to certain of such terms and conditions of employment by the teacher, the same is now reduced to writing.

Should any part of this Agreement be declared illegal, then that part shall be deleted from the Agreement.

As used in this Agreement the term "teacher" shall mean and include all certified employees of the school district except administrators and substitute teachers.

This Agreement shall become effective upon being duly ratified by the teachers of the school district and by the Board, and shall be effective from and after July 1, 2019. This Agreement shall totally expire on June 30, 2020 notwithstanding one or more of the provisions of the Agreement are not noticed for negotiations but no agreement is reached thereon

Executed this 20th day of August 2019.

/s/ Catherine Marten

Catherine Marten

President

USD #322 Onaga Educator's Assn.

/s/ Scott Brunkow

Scott Brunkow Negotiator

Board of Education

Unified School District No. 322

APPENDIX A

REQUEST FOR ADDITIONAL COLLEGE HOURS FOR SALARY MOVEMENT

CERTIFIED PERSONNEL, USD 322, EFFECTIVE JULY 1, 2004 / REVISED APRIL 2015

A current and complete record of college hours, national certification and degrees will be maintained at the district office for all teachers covered by the Master Agreement between the Board of Education and the Association. It is the teacher's responsibility to have additional college hours approved in advance by the superintendent on this form to be counted for salary movement.

PRIOR APPROVAL FORM

This form must be completed and on file by April 1 of the current contract year for additional college hours to be considered for salary advancement in USD 322 for the next contract year.

1. The teacher requests college hour(s) for approval on this form by **June 1**.
2. The teacher request is **approved or denied** by the appropriate building administrator and superintendent.
3. The teacher provides to the district an **official college transcript** showing completion of college hours by **August 20**.
4. The USD includes approved and completed college hours on the teacher's **college hour / degree / certification record** and makes appropriate **salary advancement** per the Agreement if the transcript is received by August 20 of that contract year.

Teacher Name _____ Teaching Assignment _____

Date of Request: ____ / ____ / ____ Requested for Contract Year: 20 ____ - 20 ____

COMPLETED BY TEACHER						USD OFFICE USE ONLY	
Class Name	Class No.	Credit Hours	College or University	Class Completion Date	Anticipated Benefit to Students	Date Transcript Received & Verified	Contract Year in which Hours will Apply

____ I am at Step ____ Column ____ and these additional hours will move me to Column ____ on the salary schedule.

____ These additional hours will NOT move me on the salary schedule for the coming school year.

I request the indicated college hours: _____ / ____ / ____
(Signature Teacher) (Date)

I recommend approval of this request: _____ / ____ / ____
(Signature Building Administrator) (Date)

I ____ approve / ____ deny this request: _____ / ____ / ____
(Signature Superintendent of Schools) (Date)

(Reason(s) for Denial _____)

CC: Payroll Clerk, USD 322 (original)
President, OEA
Chairperson, USD 322 Professional Development Council (PDC)
Requesting Teacher
Building Administrator(s)

Appendix B

SICK LEAVE POOL

The purpose of this form is to donate or request sick leave pool hours (for catastrophic or long-term illness.)

- a. To donate hours, please complete all items except for *reason for request*.
- b. To request hours, please complete all items. Requests may be made for any amount of time up to 30 day (240 hours) increments. A request may be made by a family member if the teacher is unable to complete the form. If a family member is unable to make the request, the OEA President may do so.

When this form has been completed, it is to be given to the OEA president.

Upon receipt of a request form, the OEA president will call for the committee to make a decision on the request and inform the teacher requesting points in writing of the decision within five school days.

Date: _____

Name: _____

I would like to DONATE _____ hours to the sick leave pool.

I would like to REQUEST _____ hours from the sick leave pool.

Reason for request:

Signature

OEA Date Received: _____ OEA Date Returned: _____

REQUEST: APPROVED DENIED

OEA President: _____

Date OEA Forwarded to Unified Office: _____

Appendix C

Grievance Report Form

PROCEDURE: Level II Level III Level IV
(Circle one of the above to indicate level of Grievance)

Date Filed

Name of Grievant

Building

Assignment

A. Date cause of grievance occurred: _____

B. Relevant agreement provisions: _____

C. Statement of grievant's claim (statement of facts upon which grievance is based—use additional pages if necessary):

D. Relief desired: _____

Signature of Grievant

Date Signed

Date Received

E. Disposition by the appropriate administrator (attach additional pages, if necessary):

Signature of Administrator _____

Date Signed _____

Appendix D

Teacher Rights Form

Name of Student _____ Grade _____

Name of Parent or Guardian _____

Name of Teacher _____

Building _____ Assignment _____

STEP 1

CONCERN:

SIGNATURES:

Teacher _____ Date Given to Principal and Parent _____

STEP 2

PLAN OF ACTION:

SIGNATURES:

Parent _____	Date _____	Comments Attached _____
Teacher _____	Date _____	Comments Attached _____
Principal _____	Date _____	Comments Attached _____

STEP 3

PLAN OF ACTION:

SIGNATURES:

Parent _____	Date _____	Comments Attached _____
Teacher _____	Date _____	Comments Attached _____
Principal _____	Date _____	Comments Attached _____
Superintendent _____	Date _____	Comments Attached _____

Date Referred to the Board of Education: _____

