Master Agreement, Teachers USD 284 2020-21

### ARTICLE I DEFINITIONS

- A. CCEA
- B. IDP
- C. STAFF MEMBER
- D. THE BOARD
- E. THE PRINCIPAL

- Individual Development Plan Certified Teaching Staff Member employed by USD #284\* Board of Education of USD #284 Building principal for any USD #284 attendance center Superintendent of Schools of USD #284
- F. THE SUPERINTENDENT

\*NOTE: Agreement does not apply to KPERS 85-Point Retired Teachers employed by USD #284. Parties to this agreement prior to July 1, 2006 are not subject to this rule.

Chase County Education Association

### ARTICLE II ASSOCIATION RIGHTS

#### Section 1 Change in Agreement

This agreement may be altered, changed, added to, deleted from or modified only through voluntary mutual consent of the Board and the CCEA, the official bargaining unit of said district, in written and signed agreement. The CCEA and the Board agree to re-opening of negotiations and permit amendments to appropriate sections of the negotiated agreement whenever state and/or federal funds over and above those previously anticipated for the current budget year (2015-16) have been appropriated.

#### Section 2 Board Policy Book Distribution

The ratified Teacher Contract / Master Agreement will be electronically accessible to the licensed staff on the District Home Page/ Shared Data Folder.

#### Section 3 Teacher Contract

There shall be a copy of the current USD 284 teacher professional duty contract attached to this agreement and labeled as Appendix-A.

#### Section 4 Reproduction of Teacher Contract

The ratified Teacher Contract / Master Agreement will be electronically accessible to the licensed staff.

#### Section 5 Use of Facilities

The Association shall have the right to use school facilities, equipment and technology such machines and equipment may be used only when not in use for educational purposes and may not be removed from school property without completion of the equipment checkout procedure. 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.

#### Section 6 Materials for Negotiations

Copies of budget data or other materials which are requested and legally available are accessible to the Association.

# ARTICLE II ASSOCIATION RIGHTS (continued)

### Section 7 Dues Deductions

There will be payroll deduction for local, state, and National Education Association dues. The Board shall transmit to CCEA the total monthly deductions for the professional dues each month for 12 months.

### Section 8 Non-Renewal

The Association and the non-renewed teacher shall be notified of the non-renewal of a regular contract, extended contract or supplemental contract as soon as possible after the school board meeting during which the decision to do so has been officially voted upon and approved by the Board.

### Section 9 Fair Dismissal/ Reduction of Teaching Staff

When the Board of Education decides that due to budget considerations, declining enrollment or discontinuation of a particular service requires a reduction in the number of employees at the beginning of the following year, the Board may non-renew an employee at the close of the school year provided that the following provisions shall apply:

1. When possible, reduction in staff shall be accomplished through normal attrition.

2. When nonrenewals must occur, the factors to be considered but not listed in order of importance include the following:

- a. Length of service
- b. Performance evaluations on file
- c. Instructional programs to be offered
- d. Contribution to the activity program during total employment
- e. Areas of certification and endorsement which may be required to maintain accreditation
- f. Special qualifications that may require specific training and /or experience
- g. State and Federal regulations which may mandate certain employment practices.

3. Any employee who has been non-renewed pursuant to this policy shall have preferred rights to reemployment for a period of twenty-four months commencing at the end of the school year in which the employee is nonrenewed. Such employees will lose preferred reemployment rights during that time only upon the teacher's written request to the superintendent to discontinue such rights or upon teacher's refusal of reemployment

4. The employee's name shall be placed upon a recall list, and decisions concerning recall any person given preferred rights to reemployment will be based upon the factors listed above with the following procedures.

a. Upon receiving a certified letter offering reemployment, the teacher must accept or reject the position within seven days by written notification to the superintendent.

b. The date of receipt shall be the date received in the Board Office if not mailed or the date of postmark if mailed.

c. It shall be the responsibility of the non-renewed teacher to keep on file a current mailing address with the Board Office

d. The employee shall, upon reappointment, retain any benefits accrued to such employee prior to the non-renewal.

### Section 10 Grievance Policy and Procedure

The grievance procedure is to provide an established vehicle for airing a grievance situation. A grievance may be filed by an employee or by the Chase County Education Association (CCEA).

A grievance is defined as an alleged violation, misinterpretation or misapplication of 1) the Negotiated Agreement, 2) the teacher's individual contract, or 3) a law, a state regulation having the effect of law, board policy, or administrative regulation.

**Level 1:** The grievant shall seek to resolve the grievance informally with his/her principal or immediate supervisor in a private informal conference. Every effort shall be made to adjust the grievance in an informal manner.

a. If the grievant is dissatisfied with the outcome of the initial private conference, he/she may request a formal conference with his/her immediate supervisor. Before this conference the Grievance Report Form should be filed within (10) days of the informal conference. Every effort shall be made to develop an understanding of the fact and the issues in order to create a climate which will lead 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/her 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/she may appeal the matter in writing to the superintendent of schools.

a. If the grievant appeals the grievance to the superintendent, the superintendent or his/her designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) school days after the appeal has been received by the superintendent.

b. 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/her 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 of Education within ten (10) school days after the superintendent or his/her designated representative has rendered a decision or after the expiration of said twenty (20) days.

a. The Board of Education shall, within thirty (30) school days after the 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.

All documents, communication and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

Grievance report form may be secured from school building offices and CCEA and should be filed at each level of the grievance procedure. See attached grievance report form

Level 4 and 5 will be renegotiated in 2020

# Instructions for filing a Grievance Report

The purpose of the grievance procedure is to facilitate effective communications between employees and the administration staff, to secure, in good faith equitable solutions to problems which may arise from time to time. Careful attention to contract requirements for completing a grievance form and the filing of same, as hereafter detailed, will help to insure an expedition and thorough ponderation of each grievance.

Grievance report form may be secured from the school building offices and CCEA and should be filed at each level of the grievance procedure.

1. Each portion of the grievance report form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved, and what occurred.

Detailed information of the facts involved, the relevant provisions, Board policies, or administrative regulations or practices, and the manner in which they are related are extremely important in order to provide a basis upon which a fair, thorough and expeditious decision may be made.

2. Under Section B of the grievance report form those relevant contract provisions, Board policies, or administration regulations, or practices which the grievance contends have been violated, misinterpreted, or misapplied should be specified.

3. The grievant should stat his/her claim by describing the manner in which the factual contentions are related to the relevant contract provisions and how a violation, misinterpreted, or misapplied should be specified.

4. The grievant should specify the relief which he/her desires as a result of the grievance.

# Grievance Report Form USD 284

Name of grievant:				
Building:	Date:			
Submit to I				
Level	11			
A. Date cause of grievance occurred:				
B. Statement of grievance:				
(Use additional pages if necessary)				
Relief sought:				
Signatures:				
Date:				
C. Disposition of Principal or immediate supervisor: (Attach Disposition)				
Level	12			
A. Date received by Superintendent or designee:				
B. Disposition of Superintendent or designee: (Att	tach Disposition)			
Signatures:				
Date:				
Leve	13			
A. Date of request of Board hearing:				
B. Date of Board meeting:				
C. Disposition of Board: (Attach Disposition)				
Signature of Board President:	Date:			

# **ARTICLE III REGULATIONS RELATED TO COMPENSATION**

### Section 1 Teaching Salary

All previous experience shall be evaluated by the superintendent in placing teachers on the schedule. See attached salary schedule Appendix-B

The salary schedule and teacher's contract shall cover a total of 1296.0 hours. 2004 - 4% across the board increase. \$400 between steps and \$500 between columns, adding a BS+48 column. All "off table" days have been included in this schedule. Additional rows were added for additional movement (max. of 2 steps). No frozen longevity will be needed for this year but will continue next year to be part of the salary provisions.

2019-20---3% across the board increase plus vertical and horizontal steps

Any teacher who wishes to be released from a contract may do so providing a satisfactory replacement can be found.

Teachers may advance on the salary schedule only one step vertically per year but there is no limit on the horizontal scale.

To the salary schedule, there will be added a longevity scale: 2% of bottom step-----BS + 0 to BS + 24 2.5% of bottom step-----BS + 36 to MS + 36

The longevity scale will not be accumulative year-to-year. The longevity scale will be added when the teacher repeats a step and is frozen for the second year, for that vertical step.

#### Section 2 <u>Supplemental Salary</u>

<u>A. Supplemental Salary Amount</u>. Beginning with school year 2008-09, the supplemental salary paid to all teachers covered by this Agreement will be increased annually by a **percentage (%) amount** of the base teaching salary as defined by **Appendix-C** and negotiated and ratified annually.

<u>B. New Supplemental Salary</u>. Supplemental providers new to the district and/or in a new supplemental duty beginning with school year 2008-09 will be initially compensated by placement on the **Supplement Salary Schedule (Appendix-C)**. The district will allow **ten (10) years** of experience in that supplemental duty to be counted in the initial supplemental salary placement of a new supplemental duty provider.

<u>C. Rule-10 Supplemental Duty Providers</u>. Rule-10 supplemental duty providers are not legal parties to this agreement but they will be eligible for the same supplemental salary percentage increase and placement provisions stipulated for the teachers covered by this agreement. Teachers who are covered by this agreement always have preference for the supplemental duties contained within this agreement provided the teacher is <u>willing and qualified as approved by official Board action</u> to perform the supplemental duty.

#### Section 3 Planning Period Substitution Compensation

Certified Staff will be paid \$25 per substitution for substituting for another teacher during the certified staff member's plan period when requested by office personnel.

#### Section 4 Lunch Room Supervision Compensation

The district may employ a paraprofessional or volunteer staff member to supervise the lunchroom. He/she will be provided an adult meal free of charge.

# ARTICLE III REGULATIONS RELATED TO COMPENSATION (Continued)

### Section 5 Post Employment Benefit

A certified teacher must have taught in USD #284 for a minimum of fifteen (15) years to be eligible and meet the State KPERS requirements for retirement. The intent to retire must be made in writing by the certified teacher by **May 15**, preceding the anticipated retirement date. \$540.00 per month for 5 years or age 65, whichever is less, will be paid to the district's health insurance provider as a tax-free fringe to defray the cost of the retiree's health insurance (8/05). If the district rehires an employee who has retired under the provision, the employee may request that the monthly benefit be deferred until such time as employment with the district ceases.

### Section 6 Incentive for Early Notification

If a teacher notifies the BOE in writing of their desire to leave the district or retire by **December 1** a onetime payment of \$500 will be paid to the teacher with BOE acceptance of the resignation. The BOE will act upon the resignation/retirement at the first scheduled meeting following the notification.

### Section 7 Section 125 Salary Reduction Plan

The district hereby adopts the Section 125 Flexible Benefit Plan for those employees who shall qualify as participants. Each participant may authorize the district to reduce his/her compensation by the amount needed for the purpose of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form. The maximum amount available to each participant for the purchase of elected benefits through salary protection will be **\$8,000.00** per plan year or a prorated amount for a short plan year. Available Benefits will include Group Hospital and Surgery Insurance, Disability Income Insurance, Medical Reimbursement (Flex spending), Dental Insurance, Cancer Coverage, Group Life Insurance and Annuity. The Board offers payment of **\$510 per month** toward the USD #284 group health plan for those who chose to enroll in the group health insurance program.

#### Section 8 Approved Events, Extra Duty Compensation

Extra duty providers covered by this agreement and all non-certified extra duty providers at either Chase County High School or Chase County Middle School will be compensated at \$12.00 per hour. **Compensation Rates** for the extra duties listed below. The assignments of all duties on this list are **district optional**. Extra Duty will be reimbursed at the rate of attached priority scale unless otherwise noted. Payment will be made monthly contingent upon receipt of approved signed request by the **10th of the month**. The requests will be processed with the monthly payroll. Requests for reimbursement shall be submitted within **five (5) days** of the occurrence of the event. Extra duties covered under this agreement were previously adopted May 12, 1986.

# ARTICLE III REGULATIONS RELATED TO COMPENSATION (Continued)

FB Clock Operator	FB Gate
FB Downs-Keeper	VB Gate
Athletic Announcer	BB Gate
FB Chain Crew	WR Gate
FB Concessions	TR Gate
VB Scorer	TR Concessions
VB Clock Operator	BsB / SfB Scorer
BB Clock Operator	BsB / SfB Concessions
BB Scorer	Judges(math/music/speech/business/quiz/forensics)
BB Concessions	Event Supervisor
WR Clock Operator	Elementary Concerts Supervision
WR Concessions	Proctors(math/music/speech/business/quiz/forensics)
TR Timers	Monitors(math/music/speech/business/quiz/forensics)
TR Pickers	*CCHS Dances (3-4 sponsors)
TR Meet Officials	*CCMS Dance (3-4 sponsors)
TR Event Officials	* Not applicable if sponsored by parents group
	CCHS Prom (3-4 sponsors)
	Assessment Grading

#### Section 9 Bus Driving Compensation

Coaches and teachers covered by this agreement and who volunteer to drive an activity bus during the compensated teacher duty day when school is in session will be compensated at a minimum rate of \$10.00 per occurrence. Driving duties performed after the compensated teacher duty day will be compensated at the appropriate substitute bus driver rate. USD 284 will pay the cost of attaining the CDL and pay for the annual physical.

# ARTICLE IV REGULATIONS RELATED TO PROFESSIONAL DUTIES

#### Section 1 Teacher Duty Day

The teacher duty day at each building will total eight (8) hours and zero (0) minutes per day including a scheduled thirty (30) minute duty-free lunch. <u>The duty day will commence</u> fifteen (15) minutes before the student start time and <u>will end</u> fifteen (15) minutes after the student end time as stated on the BOE-approved District Calendar for that building. The fifteen (15) minutes before and/or after the start and/or the end of the school day may not be designated as teacher planning time.

#### Section 2 Teacher Lunch Period

The Board will provide an uninterrupted, 30-minute duty-free lunch period each day for all certified teachers who are party to this agreement.

#### Section 3 Teacher Planning Time

Each Teacher who is party to this agreement will receive a minimum of thirty (30) consecutive minutes daily and a minimum of two hundred and seventy five (275) minutes per week. The duty time before the start of school and after school dismissal may not be considered as plan time for those teachers not having assigned duties during those times. Passing period time before and after the scheduled planning period may be considered as plan time.

# **ARTICLE IV REGULATIONS RELATED TO PROFESSIONAL DUTIES (continued)**

#### Section 4 Teacher Early-Outs/Late-Ins

Building principals, at their discretion, may grant an early-out or late-in to teachers for specified reasons and with prior administrative permission on the staff reporting form. The early-out or late-in may begin one hour after the time school begins or one hour before school ends. The teacher will not be charged with the loss of leave and no pay deduction or no cost to the district. Teachers are limited to a total of ten (10) Early-Out or Late-In uses per school year or additional Early-Outs or Late-Ins as approved and monitored by the appropriate building principal.

#### Section 5 Teacher Duty Day, Professional Development Days and Hours

Teacher District and/or Building In-service Hours will be defined and approved annually (including types, dates, start dates, start times, end times, break times and total hours) on the BOE-approved District Calendar and to include 60-minute lunch on those days.

#### Section 6 Early Dismissal

When school is dismissed early and the buses run early to take children home due to inclement weather, teachers may leave after the buses have gone.

#### Section 7 District Calendar

All teachers who are party to this agreement will be given an opportunity each year to participate in the consideration, formulation and recommendation of a district calendar for the next school year to the Board. The Board retains full authority in regards to the process, establishment and approval of the district calendar for a school year. The number of total teacher contract hours in the district calendar is subject to negotiation and ratification but the district calendar for the school shall always include:

- A negotiated number of total <u>Student Instruction</u> hours (not to exceed 1 instructional day total hours in excess of the KSDE-required instructional hours total)
- A negotiated number of total <u>Inservice</u> hours
- At least one (1) 6.5 hour <u>Inservice Day</u> between January 1 and March 1
- A negotiated number of total <u>Teacher Workday</u> hours
- A negotiated number of total <u>Parent-Teacher Conference</u> hours
- Negotiated duty free 6.5 hours <u>Teacher Workday</u> at the end of each semester,
- A negotiated number of total <u>Teacher Contract Hours</u> as stated annually in Article IV, Section 10B

#### Section 8 Teacher Work Days and Hours

The actual number of Teacher Work hours is negotiated annually and as such is part of this agreement. USD 284 and/or its designee(s) may <u>not</u> assign any professional duties or expectations of teachers who are party to this agreement on contract days specified as Teacher Work Days.

#### Section 9 (Deleted 7/2020)

#### Section 10A Inservice Days and Hours

The actual number of In-service hours is negotiated annually and as such is part of this agreement. Teacher contract days designated as In-service Days will be planned by the district leadership teams (DLT, BLT, PDC, and Administration) with Building Principal involvement and final approval. At least 5 hours each year will be reserved for Subject Area Committee (SAC) duties.

A cycle of curriculum material review will be followed. The committee up to eight (8) persons in the review cycle will receive a 1% supplemental salary for work performed outside of the duty day. This will be reviewed yearly. Each chairman will provide the Superintendent a list of members for their SAC yearly.

### ARTICLE IV REGULATIONS RELATED TO PROFESSIONAL DUTIES (continued)

#### Section 10B Teacher Contract Hours

CLASSIFICATION	HOURS
Student Instruction, K-11	1120.0
Student Instruction, 12	1086.0
In-service Hours	53.0
Teacher Workday	23.0
Parent / Teacher Conferences	16.0
Before and After School Day (15 minutes each)	80.0
TOTAL CONTRACT HOURS	1292.0

Note: Additional 4.0 hours of District In-service on **01/02/12** to be used for State Assessment Planning and Collaboration.

Remove the in-service day from the contract which was added in the 2011-12 ratified master agreement starting in academic calendar for 2014-15.

#### Section 11 Teacher Evaluation

The district BOE and CCEA shall direct a committee to develop a separate and duty-specific evaluation tool for district teachers, nurse, librarians and counselors that the Board, superintendent, principals, teachers and certified employees can use to evaluate the professional performance of the appropriate certified employees. The committee will be composed of four (4) members selected by the BOE and four (4) members selected by the CCEA on or before July 1, 2011 and in five (5) school-year cycles thereafter and commencing in 2011 the first cycle only.

The appointed committee is to have the proposed evaluation documents that the BOE and CCEA may consider at their December 2011 (and in five-year cycles thereafter) meeting dates. If both the BOE and CCEA approve the recommended documents at their December 2011 (and in five-year cycles thereafter) meetings, the approved teacher evaluation documents will go into effect on July 1, 2012

(and in five-year cycles thereafter). If these documents are not approved by both parties, the revised documents will be considered monthly by both the BOE and CCEA until a suitable agreement is reached and put into effect on July 1, 2012 (and in five-year cycles thereafter). The current teacher evaluation process and document will remain in effect until school year 2012-2013. Every five (5) school years thereafter, either the BOE and/or the CCEA may notice the documents for any proposed changes or revisions for the negotiations process for the next contract year.

A copy of the current Teacher Evaluation document and manual shall be electronically accessible on the District Home Page/ Shared Data Folder. (Revised 2008, 2010)

Teachers have ready access to their personnel files, and have the right to reproduce the contents in their personnel files. Teachers will be notified within 48 hours whenever any item is added to their personnel files.

#### Section 12 Professional Development Plan and Use of PDC Points (Revised 2008)

A completed and approved **Professional Development Plan** is required of all teachers. Approved and earned Professional Development Points shall be managed and maintained by the school district exclusively on the **PDP Toolbox System**. Educators may use PDC points, in content area, to move across the salary schedule (20 PDC points = 1 credit hour).

#### Section 13 Professional Learning Community Hours

Eight (8) **Professional Learning Community** hours will be approved annually on the BOE-approved **District Calendar**. This time is provided for teacher collaboration as recommended by the building QPA Teams and building Principal. The calendar committee for 2015-16 will make a concerted effort to schedule the 8 PLC hours in two hour sections with two per semester. This will be reviewed in the next negotiation session for 2015.

# **ARTICLE IV REGULATIONS RELATED TO PROFESSIONAL DUTIES (continued)**

#### Section 14 Classroom Walk Throughs

The original or a copy or electronic form used for the walk through observations will be given to the teacher by the end of the school day and dated by the administrator performing the walk through including a comment section. It will be the responsibility of the teacher to contact the principal to clarify any questions on the walk through observations recorded on the form. The walk through will not be part of a formal evaluation. The principal can change from performing a walk through to a formal observation indicated by the length of time spent in the classroom (a walk through will be 10 minutes or less and the form will be on a light colored paper, a formal observation will be longer than 10 minutes and be written on a writing pad.) The agreed USD 284 evaluation tool will be used for all scheduled evaluations. The walk through observation form will not go into the teacher's personnel files. The first building inservice each year will include a review of the walk through process. This section will be revisited for negotiations for the 2013-2014 school year.

#### Section 15 Release from Contract

Any teacher who wishes to be released from a contract may be released providing a satisfactory replacement can be found.

#### Section 16 Teacher Orientation

Each teacher new to the district shall have one day of orientation before contract days begin. This day shall be paid at the substitute rate. Each new teacher will be assigned a mentor from the continuing staff. This mentor will be asked to attend ½ of the orientation day and will be paid at the substitute rate for the time worked. Orientation to the district shall include but not be limited to completion of required documentation for the district, payroll procedures, licensure review, access to and operation of the electronic grade book, access to and operation of the PDP toolbox, procedures for using any leave provisions in the negotiated agreement, review of building handbooks and the district negotiated agreement.

# ARTICLE V REGULATIONS RELATED TO LEAVE

#### Section 1 Professional Development Leave

Professional Development Leaves may be granted for professional development activities provided such participation has no effect on the operation of the attendance center and such participation is deemed beneficial to the program of instruction of the school district. All such leaves must have prior approval on the **PDP Toolbox System**. All substitute teachers serving during Professional Development Leave are to be secured by attendance center principal or the principal's designee. Professional Development Leave substitutes for approved Professional Development Leaves are compensated solely from district funds. Only those certified teachers who have followed the PDP Toolbox process and procedure will come under this policy.

#### A. Professional Development Leave Reimbursement

The Board allows **two (2) days** of Professional Development Leave per teacher per school year. The Board will pay for up to **\$250** total professional development (PD) cost per teacher per fiscal year including registration, meals and lodging. Costs in excess of the stated limits are the teacher's responsibility. Professional Development activities assigned by the district and approved by the superintendent shall be compensated fully by the district and will not be counted against the two days total professional development allowed per school year. District payment for all approved discretionary Professional Development Leave costs for the current fiscal year will be completed by the Clerk of the Board if the requesting teacher has notified the Clerk by email within five (5) business days of the PD leave and has

stated all PD cost specifics for that activity. Costs for PD activities requested during the current fiscal year for attendance in the next fiscal year will be paid by the requesting teacher and cost reimbursement up to the \$200 limit requested when the activity is completed.

#### B. Professional Development Leave Requests

All Professional Development Leave must be requested and approved on the **PDP Toolbox System** and a minimum of **three (3) school days** in advance of the requested activity. Professional Development Leave requests not meeting those criteria or taken in excess of the allowed two days per year will be classified as **Personal Leave** or result in a per diem salary reduction if the teacher does not have any remaining Personal Leave.

#### Section 2 Sick Leave

At the beginning of each school year each certified staff member shall be credited with **six (6) days** of sick leave to be used without salary deductions for illness and/or medical reasons or members of the employee's family. Family members shall include husband, wife, father, mother, brother, sister, son, daughter, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law or any members whose regular residence is in the home of the employee. The six (6) days per year shall not be credited to the staff member until said member shall fulfill at least one day of his/her contract. (Revised 2009, 2011)

#### 1. Sick Leave, Accumulation

The unused portion of a certified staff member's sick leave shall accumulate from year to year to a maximum of **forty (40) days**. This forty days is in addition to the nine (9) total days sick / discretionary leave credited at the beginning of each year. The forty (40) days accumulated sick leave can be used only for the illness and/or medical reasons of the employee and/or immediate family as defined above. The Board reserves the right to request a Doctor's certificate to establish any and all sick leave claims.

#### 2. Unused Sick Leave, Annual Compensation

After accumulating forty (40) days of sick leave, the unused sick leave days granted for that contract year will be remunerated at the rate of **eighty-five (\$85) dollars** per unused Sick Leave day. (Revised 7/17) Building principals have the discretion to send teachers home if the principal feels the teacher is sick. The Board reserves the right to request a doctor's certificate to establish sick leave claims. (Revised 2011)

#### 3. Unused Sick Leave, Retirement Compensation

8/02 Upon retirement **\$40 reimbursement per day** (35 days maximum) will be granted for unused Sick Leave days if the employee has been in the district **15 years** or more <u>and</u> is eligible for retirement under the **KPERS** rules.

#### 4. Sick Leave Bank

A sick leave bank has been established to assist any certified employee who is a member of the sick leave bank and who, as a result of extended illness, medical condition, or injury, has exhausted all the employee's accumulated district leave. (sick leave, personal leave, and discretionary leave)

1. In order to participate in the sick leave bank, the certified staff members must enroll and will donate up to two (2) days of their sick leave to the bank at the beginning of each school year. New and the lowest seniority employees will be allowed to donate first. Such agreement shall be in writing and delivered to the Clerk of the Board by the 15<sup>th</sup> of September. Contributions after that date will not be considered. The Clerk of the Board and the CCEA screening committee will jointly be responsible for record keeping.

2. The maximum number of unused days in the bank shall be one hundred sixty five days (165). When donor teachers leave the district, their days will be retained in the bank, and will not be reimbursed. All

days belong to the bank and will no longer be listed by the individual teacher except to show enrollment for the current school year.

3. Any eligible person who wishes to apply to the sick leave bank must show proof of doctor's care and present a written request to the sick leave bank screening committee. The sick leave bank committee shall consist of two representatives from each building, the CCEA president and CCEA secretary. The building representatives shall be appointed by the CCEA president each school year. A chairperson shall be selected to handle requests.

4. Enrolled employees are eligible to request up to a total of 14 days during the school year. Any requests for additional days from the bank shall be granted by a majority vote of the CCEA membership. All days shall be requested within 30 days of the date of absenteeism. No days will be considered after the 30 day deadline.

5. When requesting leave, a sick leave bank member must submit the following items within 30 days to the sick leave bank chairperson.

1. A statement from the Clerk of the Board stating that all leave has been depleted. This can be an email.

2. Written proof that he/she is under a licensed physician's care for the dates requested.

3. A statement that he/she is not receiving or eligible for workers' compensation or KPERS

disability payments or other disability insurance for the dates requested.

4. A statement listing the requested number of days and dates.

6. If requesting days is to attend to an immediate family member (See Article V Section2 for immediate family members) the certified employee must submit in writing the relationship to the family member and the above items listed in #5.

7. Elective surgery, and short term illnesses will be considered for sick leave bank days on an individual basis, but must meet the requirements listed in #5.

8. Use of the sick leave bank days will be determined by a 2/3 majority vote of the screening committee. Written notification of decision will be made by the screening committee chair to the teacher and the district clerk. No dates will be paid by the Clerk until notified by the screening committee chair.

#### Section 2B Discretionary Leave

At the beginning of school year 2009-10 only, each certified staff member shall be credited with **three (3) days** of Discretionary Leave to be used without salary deductions upon prior certified staff member request. The three (3) days per year shall not be credited to the staff member until said member shall fulfill at least one day of his/her contract. Prior approval of the Building Principal is required. Both parties to this agreement agree that this section of the negotiated agreement shall be reviewed and negotiated for continuation after 2009-10 on the basis of effectiveness and use. If this section is removed from the agreement, the three (3) days of Discretionary Leave will be restored to Sick Leave (9 days total).

#### 1. Discretionary Leave, Accumulation

The unused portion of a certified staff member's Discretionary Leave shall accumulate from year to year as Sick Leave only and to a maximum of **forty (40) sick leave days** or be remunerated as stated below. This forty days is in addition to the nine (9) total days sick / discretionary leave credited at the beginning of each year. The forty (40) days accumulated sick leave can be used only for the illness and/or medical reasons of the employee and/or immediate family as defined above. The Board reserves the right to request a Doctor's certificate to establish any and all sick leave claims.

#### 2. Unused Discretionary Leave, Annual Compensation

At the end of each school year, the unused Discretionary Leave days granted for that contract year (3) will be remunerated at the rate of **eighty-five (\$85) dollars** per unused Discretionary Leave day, or be

accumulated from year to year as Sick Leave as stated above. The Board reserves the right to request a doctor's certificate to establish sick leave claims. (Revised 2011, 2012)

#### Section 3 Funeral Leave

Staff members may take funeral leave to attend the funeral of any person. The funeral leave shall be charged to their sick leave. The attendance center Principal must give prior approval **one (1) or more school days** in advance of the Funeral Leave absence. Staff members may be absent for **one hundred twenty (120) minutes** or less for a local funeral without this absence being charged against his/her sick leave.

#### Section 4 Maternity Leave

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as illness.

#### Section 5 Personal Leave

At the beginning of each school year each certified staff member will be credited with **three (3) days** Personal Leave. A leave of this category may be granted only if the application has been made in advance of the occurrence and approved by the building Principal and Superintendent, with the exception of an emergency. Employees may accumulate personal days up to a maximum of **five (5) days**. Employee has the ability to either rollover up to two (2) days each year or to be reimbursed for those 2 days only at the rate of substitute teacher pay. Unused personal leave days in excess of two (2) per year and/or carryover days in excess of five (5) total are not eligible for this reimbursement.

#### Section 6 Jury Duty Leave

Absence for Jury Duty Leave shall not count in calculating absence limitations under other sections. The salary paid by the district during such absence shall be at the regular rate, less the fee paid to the employee for such jury duty.

#### Section 7 Extended Leave

The Board may grant extended leave of absence to a certified staff member due to illness, education, or family needs. This leave of absence will be considered for approval by the principal, superintendent and the Board and shall be subject to the following conditions:

1. Extended leave shall be for **one (1) year or less**, if a suitable replacement is found and mutual agreement between the board and the teacher requesting the leave is attained. Board approval is required.

2. If the situation is resolved within the time frame established, the teacher shall be allowed to return his/her former position.

3. Such leave may not be considered a termination of employment. The vacancy created by the absence shall be filled only on a temporary basis.

4. The teacher may be allowed to substitute if the opportunity occurs. The pay will be at the rate of substitute teacher pay. Mileage will be paid at the current rate as established if appropriate.

5. Upon returning to employment in the district the teacher shall be placed on the salary schedule at the step and column of experience and degree that they had attained prior to the extended leave.

6. Teachers on extended leave shall be entitled to participate, at their own expense, in health insurance programs that may be available to other contracted teachers.

7. When the teacher is reinstated, he/she shall retain his/her accumulated sick leave days.

# **ARTICLE VI DURATION OF AGREEMENT**

The agreement set forth herein and ratified by both parties shall become a part of the official minutes of the Board.

This agreement is made and entered into by and between the Chase County Unified School District #284, State of Kansas, and the Chase County Education Association of Unified School District #284.

This agreement will become effective August 1, 2019. Revised and Ratified: June 12 2019.

CCEA

### BOARD OF EDUCATION USD #284

### PRESIDENT OF CCEA

PRESIDENT OF BOARD

# **APPENDIX-A** USD 284 Teacher Contract

#### 2019-20 TEACHER'S CONTRACT CHASE COUNTY UNIFIED SCHOOL DISTRICT NO. 284

# **State of Kansas**

It is hereby agreed, by and between the Board of Education of Chase County Unified School District No. 284, in Chase County, State of Kansas, hereinafter called the "board" and hereinafter called the "teacher" that the educator is hereby employed by the school district as a teacher for **1292.0 hours** beginning on the **19<sup>th</sup> day of August**, **2019**, and to perform the following services in conformity with Kansas law and the policies of the board:

Teach in USD #284 Frozen Longevity Supplemental Duties Extended Day Amount

For these services the board agrees to pay the teacher an annual salary of \$ dollars, to be paid in 12 monthly installments on or before the last day of each calendar month. The board reserves the right to assign said teacher to such buildings and work as the best interest of the schools of the district require. This contract shall be void if the teacher fails to have on file with the board continuously during employment a valid Kansas Teacher's Certificate for the level at which he/she is employed and for the subjects which he/she is employed to teach. We hereunto subscribe our names this

President, Board of Education

Teacher

Attest by Clerk

# APPENDIX-B, Teacher Salary Schedule

STEP	LABEL	BS	BS+12	BS+24	BS+36	BS+48	M	MS+12	MS+24	MS+36
1	<b>00YRS</b>	38568	39222	39874	40526	41178	41830	42483	43137	43788
2	01YRS	39089	39742	40394	41049	41701	42352	43004	43659	44311
3	02YRS	39613	40263	40917	41571	42222	42875	43526	44180	44830
4	03YRS	40135	40788	41440	42093	42745	43396	44049	44700	45355
5	04YRS	40656	41307	41960	42614	43266	43919	44571	45223	45876
6	05YRS	41178	41830	42483	43137	43788	44441	45093	45744	46398
7	06YRS	41701	42352	43004	43659	44311	44964	45614	46267	46921
8	07YRS	42222	42875	43526	44180	44830	45486	46138	46790	47441
9	08YRS	42745	43396	44049	44700	45355	46007	46658	47311	47963
10	09YRS		43919	44571	45223	45876	46528	47181	47834	48487
11	10YRS		44441	45093	45744	46398	47049	47704	48355	49009
12	11YRS		44964	45614	46267	46921	47572	48225	48877	49530
13	12YRS		45486	46138	46790	47441	48094	48746	49401	50052
14	13YRS			46658	47311	47963	48616	49268	49920	50575
15	14YRS			47181	47834	48487	49137	49791	50442	51096
16	15YRS			47704	48355	49009	49661	50315	50963	51617
17	16YRS				48877	49530	50181	50835	51487	52139
18	17YRS					50052	50706	51356	52009	52661
19	18YRS						51227	51878	52531	53183
20	19YRS							52399	53053	53704
21	20YRS								53574	54226
22	21YRS									54750
23	22YRS									55271

Note: 2009-2010 frozen-step longevity adjustment= +2.0 (BS +24) and +2.5 (BS+36 and above).

2020-21	Base Tea	acher Sa	alary =	38,568							
2020-21	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%
0 yr	386	771	1,157	1,543	1,928	2,314	2,670	3,085	3,471	3,857	4,242
1 yr	424	810	1,196	1,581	1,967	2,353	2,738	3,124	3,510	3,896	4,281
2 yr	463	849	1,234	1,620	2,006	2,391	2,777	3,163	3,548	3,934	4,320
3 yr	501	887	1,273	1,658	2,044	2,430	2,815	3,201	3,587	3,973	4,358
4 yr	540	926	1,311	1,697	2,083	2,468	2,854	3,240	3,625	4,011	4,397
5 yr	579	964	1,350	1,736	2,121	2,507	2,893	3,278	3,664	4,050	4,435
6 yr	617	1,003	1,388	1,774	2,161	2,545	2,931	3,317	3,703	4,088	4,474
7 yr	656	1,041	1,427	1,813	2,198	2,584	2,970	3,355	3,741	4,127	4,512
8 yr	694	1,080	1,466	1,851	2,237	2,623	3,008	3,394	3,780	4,165	4,551
9 yr	733	1,118	1,504	1,890	2,276	2,661	3,047	3,433	3,818	4,204	4,590
10 yr	771	1,148	1,543	1,928	2,314	2,700	3,085	3,471	3,857	4,242	4,628
11 yr	810	1,196	1,581	1,967	2,353	2,738	3,124	3,510	3,895	4,284	4,667
12 yr	849	1,234	1,620	2,006	2,391	2,777	3,163	3,548	3,934	4,320	4,705
13 yr	887	1,273	1,658	2,044	2,430	2,815	3,201	3,587	3,973	4,358	4,744
14 yr	926	1,311	1,697	2,083	2,468	2,854	3,240	3,625	4,011	4,397	4,782
15 yr	964	1,350	1,736	2,121	2,507	2,893	3,278	3,664	4,050	4,435	4,821
16 yr	1,003	1,388	1,774	2,160	2,545	2,931	3,317	3,703	4,088	4,474	4,860
17 yr	1,041	1,427	1,813	2,198	2,584	2,970	3,355	3,741	4,127	4,512	4,898
18 yr	1,080	1,466	1,851	2,237	2,623	3,008	3,394	3,780	4,165	4,551	4,937
19 yr	1,118	1,504	1,890	2,276	2,661	3,047	3,433	3,818	4,204	4,590	4,975
20 yr	1,158	1,543	1,928	2,314	2,700	3,085	3,471	3,857	4,242	4,628	5,014
	2020-	21 Incre	ase =		2.00%					BASE =	38,568

# APPENDIX-C, Supplemental Salary Schedule

Appendix-C1, Supplemental Salary 1 Ostions					
High School	4% Asst. Coach, Track (30 total req'd)				
11% Head Coach, Basketball (boys and girls)	4% Asst. Coach, Baseball				
10% Head Coach, Football	4% Asst. Coach, Softball				
10% Head Coach, Volleyball	4% Head Strength and Conditioning Coach				
10% Head Coach, Wrestling	4% Forensics Sponsor				
8% Asst. Coach, Basketball (boys and girls)	4% Class Play (Each Director) 2, every other year				
7% Asst. Coach, Football 2	4% Musical (Each Director) 3, every other year				
7% Asst. Coach Volleyball	3% Pom Pon Sponsor				
7% Asst. Coach Wrestling	3% Scholars Bowl Sponsor				
7% Head Coach, Track 2	2% KAY Sponsor				
7% Head Coach, Baseball	2% Asst. Coach Strength and Conditioning Coach, up				
	to 2 coaches				
7% Head Coach, Softball	1% 7-12 STUCO Sponsor				
7% Head Coach, Cross Country	1% National Honor Society				
7% CCJSHS Music	1% BPA (changed from TSA)				
6% 7-12 Yearbook Sponsor, USD Calendar,	1% Quill and Scroll				
Newspaper					
	1% Class Sponsor (1% fixed no longevity)				
8% Cheerleader Coach					
5% FFA Sponsor					
5% FBLA Sponsor					

# **Appendix-C1, Supplemental Salary Positions**

Junior High School	3% Asst. Coach, Track (25 total req'd)
8% Head Coach, Basketball (boys and girls)	3% Head Coach, Wrestling
7% Head Coach, Football	2% KAY Sponsor
7% Head Coach Volleyball	2% Concession Sponsor
6% Asst. Coach, Basketball (boys and girls)	1% Asst. Coach, Wrestling (15 total wrestlers required)
5% Asst. Coach, Football	1% Quiz Bowl
5% Asst. Coach Volleyball	
5% Head Coach Track, 2	

District	
10% DLT Building Chair	1% SAC Review Team Committee (up to 8 members)
1% Professional Development Council (PDC)	1% Chase County Accreditation Team (CCAT)
1% Vocational Education (VE)/CTE Program	10% Athletic Director
Coordinator	