

# Chase County

# Negotiated Agreement



**2021-2022**

**Ratified July 2021**

<b>ARTICLE I DEFINITIONS</b>	<b>5</b>
<b>ARTICLE II ASSOCIATION RIGHTS</b>	<b>5</b>
Section 1 Change in Agreement	5
Section 2 Teacher Contract/Negotiated Agreement Distribution	5
Section 3 Teacher Contract	5
Section 4 Reproduction of Teacher Contract (Deleted 2021)	5
Section 5 Use of Facilities	5
Section 6 Materials for Negotiations	5
Section 7 Due Deductions	6
Section 8 Non-Renewal	6
Section 9 Fair Dismissal/ Reduction of Teaching Staff	6
Section 10 Grievance Policy and Procedure	7
<b>ARTICLE III REGULATIONS RELATED TO COMPENSATION</b>	<b>11</b>
Section 1 Teaching Salary	11
Section 2 Supplemental Salary	12
Section 3 Planning Period Substitution Compensation	12
Section 4 Lunchroom Supervision Compensation	12
Section 5 Post Employment Benefit	12
Section 6 Incentive for Early Notification	12
Section 7 Section 125 Salary Reduction Plan	13
Section 8 Approved Events, Extra Duty Compensation	13
Section 9 Bus Driving Compensation	14
<b>ARTICLE IV REGULATIONS RELATED TO PROFESSIONAL DUTIES</b>	<b>14</b>
Section 1 Teacher Duty Day	14
Section 2 Teacher Lunch Period	14
Section 3 Teacher Planning Time	14
Section 4 Teacher Early-Outs/Late-Ins	14
Section 5 Teacher Duty Day, Professional Development Days and Hours	14

Section 6 Early Dismissal	14
Section 7 District Calendar	15
Section 8 Teacher Work Days and Hours	15
Section 9 District Inservice Days and Hours (Deleted 7/2020)	15
Section 10A Inservice Days and Hours	15
Section 10B Teacher Contract Hours	16
Section 11A Teacher Evaluation	16
Section 11B Personnel Files	17
Section 12 Professional Development Plan and Use of PDC Points	17
Section 13 Professional Learning Community Hours (Deleted 2020)	17
Section 14 Classroom Walk Throughs	17
Section 15 Release from Contract	17
Section 16 Teacher Orientation	17
<b>ARTICLE V REGULATIONS RELATED TO LEAVE</b>	<b>18</b>
Section 1 Professional Development Leave	18
Section 2 Sick Leave	19
Section 2B Discretionary Leave	20
Section 3 Funeral Leave	21
Section 4 Maternity Leave	21
Section 5 Personal Leave	21
Section 6 Jury Duty Leave	21
Section 7 Extended Leave	22
<b>ARTICLE VI DURATION OF AGREEMENT</b>	<b>22</b>
<b>APPENDIX-A</b>	<b>24</b>
<b>USD 284 Teacher Contract</b>	<b>24</b>
<b>APPENDIX-B, Teacher Salary Schedule</b>	<b>25</b>
<b>APPENDIX-C, Supplemental Salary Schedule</b>	<b>26</b>
<b>Appendix-C1, Supplemental Salary Positions</b>	<b>27</b>



## ARTICLE I DEFINITIONS

A.	<b>CCEA</b>	Chase County Education Association
B.	<b>IDP</b>	Individual Development Plan
C.	<b>STAFF MEMBER</b>	Certified Teaching Staff Member employed by USD #284*
D.	<b>THE BOARD</b>	Board of Education of USD #284
E.	<b>THE PRINCIPAL</b>	Building principal for any USD #284 attendance center
F.	<b>THE SUPERINTENDENT</b>	Superintendent of Schools of USD #284

\*NOTE: Agreement does not apply to KPERS 85-Point Retired Teachers employed by USD #284.

## 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 have been appropriated. (2015-16)

### Section 2 Teacher Contract/Negotiated Agreement Distribution

The ratified Teacher Contract/Negotiated Agreement will be electronically accessible to the licensed staff on the district website. (2010)

### 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. (2008)

### Section 4 Reproduction of Teacher Contract (Deleted 2021)

### 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. (2008)

### Section 6 Materials for Negotiations

Copies of budget data or other materials which are requested and legally available are accessible to the Association. (2008)

### **Section 7 Due 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. This will occur 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. (2008)

### **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 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 state 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 Principal  
Level 1**

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 2**

A. Date received by Superintendent or designee: \_\_\_\_\_

B. Disposition of Superintendent or designee: (Attach Disposition)

Signatures: \_\_\_\_\_

Date: \_\_\_\_\_

**Level 3**

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 1292.0 hours.

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. When moving horizontally on the salary schedule, teachers will also be able to move one step vertically for years of experience. (2021)

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.

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.
2005	5% across the board increase. Frozen longevity is also reinstated.
2006-07	3% across the board increase.
2007-08 (for 2008-09)	---3.0% increase for all salary schedule steps (vertical and horizontal)
2009-10	0.0% increase for all salary schedule steps (vertical and horizontal)
2010-11	0.0% increase for all salary schedule steps (vertical and horizontal), all salary steps allowed for years of service (with longevity clause) for all and educational advancement if applicable
2011-12	0.0% increase for all salary schedule steps and no salary steps (vertical or horizontal or longevity) in 2011-12 with mandatory renegotiation for 2012-13.
2012-13	0.0% increase for all salary schedule steps and no salary steps (vertical or horizontal or longevity) in 2012-13 with mandatory renegotiation for 2013-14.
2013-14	Will receive one vertical and/or horizontal step (if applicable) on the current teacher salary schedule. Teacher's that are frozen at the bottom of the vertical step will receive an additional longevity

	adjustment of 2.0% for BS through BS + 24 and 2.5% for BS + 36 and above for the 2013-14 year only.
2014-15	2% across the board increase plus vertical and horizontal steps
2015-16	1% across the board increase plus vertical and horizontal steps
2017-18	2% across the board increase plus vertical and horizontal steps
2018-19	1% across the board increase plus vertical and horizontal steps
2019-20	3% across the board increase plus vertical and horizontal steps
2020-21	2% across the board increase plus vertical and horizontal steps
2021-22	Base increased to \$39,000, each step down - consistent \$525, Bachelor's Degree columns across - consistent \$655, Master's Degree column's across - consistent \$1000

## **Section 2 Supplemental Salary**

A. Supplemental Salary Amount. 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. (2008)

B. New Supplemental Salary. Supplemental providers new to the district and/or in a new supplemental duty 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 placement of a new supplemental duty provider. (2008)

C. Rule-10 Supplemental Duty Providers. 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 willing and qualified as approved by official Board action 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 Lunchroom 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.

## **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. \$555.00 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. 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. (2006)

**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 one-time 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. (2006)

**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 **\$555 per month** toward the USD #284 group health plan for those who choose 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 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. 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. (2020)

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 Concert 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	*CCJH 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. (2008).

## **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. The duty day will commence fifteen (15) minutes before the student start time and will end 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. (2010)

### **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. (2008)

### **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. (2010)

### **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. (2020)

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

Teacher 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. (2020)

### **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 Student Instruction hours (not to exceed 1 instructional day total hours in excess of the KSDE-required instructional hours total)
- A negotiated number of total Inservice hours
- At least one (1) 6.5 hour Inservice Day between January 1 and March 1
- A negotiated number of total Teacher Workday hours
- A negotiated number of total Parent-Teacher Conference hours
- Negotiated duty free 6.5 hours Teacher Workday at the end of each semester,
- A negotiated number of total Teacher Contract Hours as stated annually in Article IV, Section 10B (2020)

### **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 not assign any professional duties or expectations of teachers who are party to this agreement on contract days specified as Teacher Work Days.

### **Section 9 District Inservice Days and Hours (Deleted 7/2020)**

### **Section 10A Inservice Days and Hours**

The actual number of inservice 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. (2020)

## **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
<b>TOTAL CONTRACT HOURS</b>	<b>1292.0</b>

(2020)

**Note:** Additional 4.0 hours of District In-service on 01/02/12 were used for State Assessment Planning and Collaboration and were subsequently removed starting in the academic calendar for 2014-15.

## **Section 11A Teacher Evaluation**

Any changes to the teacher state-approved evaluation tool must be agreed upon by both the CCEA and the USD 284 Board of Education prior to the implementation school year.

A copy of the current Teacher Evaluation tool shall be electronically accessible on the district website. (2021)

## **Section 11B Personnel Files**

Teachers have ready access to their personnel files, and have the right to reproduce the contents in their personnel files. No unsigned or undated items may be placed in the employee's personnel files. Dated material may be removed after five years if the employee submits a written request to the Superintendent and the Board of Education and has had no official discipline levied since the documented event. (2021)

## **Section 12 Professional Development Plan and Use of PDC Points**

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(s), to move across the salary schedule (20 PDC points = 1 credit hour). (2008)

## **Section 13 Professional Learning Community Hours (Deleted 2020)**

## **Section 14 Classroom Walk Throughs**

Administrators are encouraged to use walkthroughs for informal purposes and/or specific data collection. The walkthrough observation form (if used) will be shared with the teacher but will not go into the teacher's personnel files. The adoption of a walkthrough observation form will be agreed upon by the CCEA and the USD BOE prior to implementation. (2021)



### **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, teacher evaluation tool, classroom walkthrough form, procedures for using any leave provisions in the negotiated agreement, review of building handbooks, the crisis plan, and the district negotiated agreement. (2021)

## **ARTICLE V REGULATIONS RELATED TO LEAVE**

### **Section 1 Professional Development Leave**

Professional Development Leave may be granted for professional development activities provided such participation has no effect on the operation of the school and such participation is deemed beneficial to the program of instruction of the school district. All such leave must have prior approval on the **PDP Toolbox System**. All substitute teachers serving during Professional Development Leave are to be secured by the building principal or the principal's designee. Professional Development Leave substitutes for approved Professional Development Leave 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. (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. 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. (2011, 2017)

### 3. Unused Sick Leave, Retirement Compensation

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 and is eligible for retirement under the KPERS rules. (2002)

### 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 Section 2 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. (2016)

### **Section 2B Discretionary Leave**

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. 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. (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 building 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. (2008)

### **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. (2008)

#### **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. (2021)
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, 2021.  
Revised and Ratified: July 14, 2021

**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	MS	MS +12	MS + 24	MS +36
1	00 YRS	39000	39655	40310	40965	41620	42620	43620	44620	45855
2	01 YRS	39525	40180	40835	41490	42145	43145	44145	45145	46380
3	02 YRS	40050	40705	41360	42015	42670	43670	44670	45670	46905
4	03 YRS	40575	41230	41885	42540	43195	44195	45195	46195	47430
5	04 YRS	41100	41755	42410	43065	43720	44720	45720	46720	47955
6	05 YRS	41625	42280	42935	43590	44245	45245	46245	47245	48480
7	06 YRS	42150	42805	43460	44115	44770	45770	46770	47770	49005
8	07 YRS	42675	43330	43985	44640	45295	46295	47295	48295	49530
9	08 YRS	43200	43855	44510	45165	45820	46820	47820	48820	50055
10	09 YRS		44380	45035	45690	46345	47345	48345	49345	50580
11	10 YRS		44905	45560	46215	46870	47870	48870	49870	51105
12	11 YRS		45430	46085	46740	47395	48395	49395	50395	51630
13	12 YRS		45955	46610	47265	47920	48920	49920	50920	52155
14	13 YRS			47135	47790	48445	49445	50445	51445	52680
15	14 YRS			47660	48315	48970	49970	50970	51970	53205
16	15 YRS			48185	48840	49495	50495	51495	52495	53730
17	16 YRS				49365	50020	51020	52020	53020	54255
18	17 YRS					50545	51545	52545	53545	54780
19	18 YRS						52070	53070	54070	55305
20	19 YRS							53595	54595	55830
21	20 YRS								55120	56355
22	21 YRS									56880
23	22 YRS									57405
24	23 YRS									
25	24 YRS									



### APPENDIX-C, Supplemental Salary Schedule

Base Salary	39,000											
	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	
0 yr	390	780	1170	1560	1950	2340	2730	3120	3510	3900	4290	
1 yr	429	819	1209	1599	1989	2379	2769	3159	3549	3939	4329	
2 yr	468	858	1248	1638	2028	2418	2808	3198	3588	3978	4368	
3 yr	507	897	1287	1677	2067	2457	2847	3237	3627	4017	4407	
4 yr	546	936	1326	1677	2106	2496	2886	3276	3666	4056	4446	
5 yr	585	975	1365	1755	2145	2535	2925	3315	3705	4095	4485	
6 yr	624	1014	1404	1794	2184	2574	2964	3354	3744	4134	4524	
7 yr	663	1053	1443	1833	2223	2613	3003	3393	3783	4173	4563	
8 yr	702	1092	1482	1872	2262	2652	3042	3432	3822	4212	4602	
9 yr	741	1131	1521	1911	2301	2691	3081	3471	3861	4251	4641	
10 yr	780	1170	1560	1950	2340	2730	3120	3510	3900	4290	4680	
11 yr	819	1209	1599	1989	2379	2769	3159	3549	3939	4329	4719	
12 yr	858	1248	1638	2028	2418	2808	3198	3588	3978	4368	4758	
13 yr	897	1287	1677	2067	2457	2847	3237	3627	4017	4407	4797	
14 yr	936	1326	1677	2106	2496	2886	3276	3666	4056	4446	4836	
15 yr	975	1365	1755	2145	2535	2925	3315	3705	4095	4485	4485	
16 yr	1014	1404	1794	2184	2574	2964	3354	3744	4134	4524	4914	
17 yr	1053	1443	1833	2223	2613	3003	3393	3783	4173	4563	4953	
18 yr	1092	1482	1872	2262	2652	3042	3432	3822	4212	4602	4992	
19 yr	1131	1521	1911	2301	2691	3081	3471	3861	4251	4641	5031	
20 yr	1170	1560	1950	2340	2730	3120	3510	3900	4290	4680	5070	

### Appendix-C1, Supplemental Salary Positions

<b>HIGH SCHOOL</b>			
Head Football Coach	10%	Asst. Football Coach (2)	7%
Head Volleyball Coach	10%	Asst. Volleyball Coach	7%
Head Cross Country Coach	7%	Asst. Cross Country	4%
Head Basketball Coach (B & G)	11%	Asst. Basketball Coach (B & G)	8%
Head Wrestling Coach	10%	Asst. Wrestling Coach	7%
Head Coach Track (2)	7%	Asst. Track Coach (30 Total req'd)	4%
Head Baseball Coach	7%	Asst. Baseball Coach	4%
Head Softball Coach	7%	Asst. Softball Coach	4%
Head Golf Coach	7%		
Head Strength/Conditioning Coach	4%	Asst. Coach Strength/Conditioning (up to 2)	2%
Cheerleading Coach	8%	Pom Pon Sponsor	3%
Class Play (Each Director) 2, every other year	4%	Musical (Each Director) 3, every other year	4%
CCJSHS Music	7%	Forensics Sponsor	4%
Scholars Bowl Sponsor	3%	KAY Sponsor	2%
National Honor Society	1%	7-12 STUCO Sponsor	1%
Quill and Scroll	1%	7-12 Yearbook Sponsor, USD Calendar, Newspaper	6%
FFA Sponsor	5%	FBLA Sponsor	5%
Class Sponsor (1% fixed, no longevity)	1%	BPA (Changed from TSA)	1%
<b>JUNIOR HIGH</b>			
Head Football Coach	7%	Asst. Football Coach	5%
Head Volleyball Coach	7%	Asst. Volleyball Coach	5%
Head Basketball Coach (B & G)	8%	Asst. Basketball Coach (B & G)	6%
Head Wrestling Coach	3%	Asst. Wrestling Coach (15 total req'd)	1%
Head Track Coach, 2	5%	Asst. Coach, Track (25 total req'd)	3%
Concession Sponsor	2%	KAY Sponsor	2%
Quiz Bowl	1%		
<b>District</b>			
DLT Building Chair	10%	Professional Development Council	1%
Vocational Education/CTE Program Coordinator	1%	SAC Review Team Committee (up to 8 members)	1%
Chase County Accreditation Team (CCAT)	1%	Athletic Director	10%

