

Negotiated Agreement

Between the

Haven Board of Education

Unified School District 312

And

USD 312 Education Association

Effective July 1, 2018 to June 30, 2019



USD 312 Education Association, President



Board of Education, President

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I. DEFINITIONS

Period:	A unit of regularly scheduled contact time between teacher and students. (03)
Preparation Time:	A regularly scheduled unit of time when teachers do not have contact with the students. This unit of time might ordinarily be used for planning, grading, conferences, or other duties related to teaching. (03) (08)
Licensed Professional	Any professional members of the bargaining unit holding a current Kansas State Teaching License.
Teacher(s)	Members of the bargaining unit
Transition to Teaching	Staff members, who are on a restricted license and going through a certification process. (12)

II. CONTRACT

- A. Recognition:**
The Board recognizes the 312 Education Association as the exclusive bargaining representative for regularly scheduled school term employees employed on an annual contract and engaged primarily as classroom teachers, including building counselors and librarians. (02)
- B. Length of Contract:**
Contracts shall be issued for one hundred ninety (190) days including five and one-half (5.5) days for workdays, in-service, and related activities.
- For the 2018-2019 school year the contract length will be one hundred eighty (180) days to include five and one-half (5.5) days for workdays. The contract length will return to 190 days for the 2019-2020 school year. (10, 18)
- C. Professional Day:**
No less than one of the one hundred eighty (180) - contracted days for 2018-2019 school year will be a professional day for all teachers in the U.S.D. 312. School will not be in session and teachers will have the

option to (a) visit the school of their choice to see innovative, exemplary, or any school activity that would be beneficial to the teacher's classroom responsibilities (all visits are to be arranged through the office of the principal), (b) spend the day in grade level or departmental groups in discussion of curriculum, grading, or whatever topic is decided upon by the teachers and principal of each building, or (c) a planned in-service program involving all staff members that would take precedence over options A and B. Use of Professional Leave must be directly related to the school improvement strategies of the building in which employees work or the employee's Individual Development Plan and must have prior approval of the building principal. (18)

D. Make-Up Days:

Workdays and professional days can be used for make-up days, if needed, at the discretion of the Board of Education.

III. **SCHOOL DAYS**

A. Length of School Day:

Teachers shall report to duty no later than thirty (30) minutes prior to starting time and leave the building no earlier than fifteen (15) minutes after dismissal. Each building will equal four hundred five (405) minutes of contact time for students. (08, 10)

Each teacher shall have a duty-free lunch period not less than 25 minutes.

On Fridays, days prior to vacation, and/or days of early dismissal due to circumstances beyond our control, teachers may leave their centers following departure of students. Teachers will be available for scheduled conferences, including detention supervision, as needed. Any after school conferences are to be scheduled at least one day in advance if possible. (08)

B. Lesson Planning:

Written lesson plans are to be prepared by all teachers and be available to the principal upon request. Lesson plans shall be complete enough to permit a substitute to proceed with the general theme of the class.

C. Preparation Time:

All elementary teachers have at least two hundred and ninety (290) minutes per week to use as preparation time (FTE) to begin in 2013-14 school year. All middle and high school teachers have at least two hundred seventy-five minutes (275) per week to use as preparation time. Part time staff shall receive a proportional amount of preparation time. Preparation time shall be free of extra duties or supervision. During this time, the teacher will not be assigned to any other duties. This time shall be in addition to that provided for lunch, breaks, supervisory duties, and faculty meetings. (08, 12)

Preparation time is defined as a non-student contact time.

Leaving the building without the permission of the principal is not an acceptable use of the preparation time.

D. Work Days:

One half (1/2) day will be provided at the end of each grading period for teachers to use as work time in their classroom, free of any meetings called or arranged by the administration. These days would be within the one hundred eighty (180) days for the 2018-2019 school year. (03, 10, 18)

IV. TEACHERS' LEAVES

A. Teachers' Absences:

Any absence from any part of the workday will be charged to the appropriate "leave" or a payroll deduction will be made if not applicable to an established leave. Further, all absences will be charged to leave or deduction made in no less than one (1) hour increments. In the event a substitute is hired, other than a teacher during planning time, the amount of time charged to leave or payroll deduction will be no less than ½ day increments. (02)

B. Temporary Leave:

Each full time certified teacher shall be granted Twelve (12) days leave per year accumulative to eighty-five (85) days. Part-time certified teachers shall be granted twelve (12) of their contracted days. Temporary Leave beyond eighty-five (85) days will be considered on an individual basis by the Board of Education. Leave shall be without loss of pay with the district paying the substitute. (02, 08, 10)

Unused Temporary Leave will be paid for at the rate twenty dollars (\$20) for any day(s) over eighty-five (85) days. In June any day(s) over seventy-three (73) will be used for payment. The payment of these day(s) will be made with the teachers' July paycheck. (06, 07, 08)

Temporary leave may be used for personal leave and/or illness. After an absence of five (5) or more consecutive workdays causing the use of temporary leave the administration may seek reason for absence. (02, 08)

Temporary leave used on the day before or the day after a holiday break, schedule breaks or on a staff development day except in an emergency will need administrative approval. (08)

After ten (10) years of employment with the district, teachers retiring, or to beneficiaries of the teacher upon his/her death shall be paid fifteen dollars (\$15) for each full day up to 20 days. The payment of these days will be made with the teachers' July paycheck. (06, 07, 08)

After twenty-five (25) years of employment with the district, teachers retiring, or to beneficiaries of the teacher upon his/her death shall be paid twenty dollars (\$20) for each full day up to 20 days. The payment of these days will be made with the teachers' July paycheck. (06, 07, 08)

Each teacher shall be notified in writing by the Unified Office the number of unused Temporary Leave days (including twelve (12) for coming year) before the beginning of each school year (08)

C. Attendance-Legal Proceedings:

The Board of Education shall grant the teacher the time necessary for appearance in any legal proceedings connected with the teacher's employment or with the school system. Teachers will be expected to serve jury duty without loss of pay, but the fee received for jury duty will be paid to Unified School District 312.

D. Association Leave:

The 312 Education Association will be granted a total of two (2) days professional leave for use by Association members without loss of pay. One-week advance notice will be given to the superintendent if possible. (02, 05)

E. Sick Leave Bank:

1. A sick leave bank will be established and maintained. (01)

2. A supervisory committee will be established by the 312 Education Association to administer the sick leave bank. (01)
3. The Board of Education will be responsible for providing information to the sick leave bank administrators regarding available sick leave. (01,02)
4. Participation in the sick leave bank will be voluntary and available to all bargaining unit members. Participating bargaining unit members will be asked to contribute one (1) or more days at the beginning of the first year of sick leave bank operation and will be asked by the supervisory committee to contribute additional days when necessary. (01)
5. No participant may contribute days that would reduce the individual accumulation to less than eight (8) days.
6. Participants who have reached their maximum sick leave accumulation may make additional contributions of up to ten (10) days. (01)
7. Upon leaving the district employment, a teacher may contribute up to ten (10) days of accumulated Temporary Leave to the sick leave bank. Total contributions for all teachers leaving in any one year may not exceed a total of fifty (50) days. (02)

F. Holidays

Beginning in the 2015-16 school year, annual unpaid holiday leave of licensed professional employees will be as follows when the holiday falls within the contracted period of annual employment.

Labor Day

Wednesday, Thursday, and Friday of Thanksgiving week.

Christmas break will remain flexible and be established by the calendar committee

New Year's Day

Good Friday

Spring Break will remain flexible and established by the calendar committee but shall include 5 school days.

Memorial Day

V. COMPENSATIONS

A. 125 Cafeteria Plan:

The Board will provide the opportunity for each employee to execute a salary reduction agreement once annually to cover all premiums for the employer's selected benefits in accordance with all IRS regulations. Once the annual allocation for each selected benefit is made, the only change that will be allowed is for a fluctuation in health care premium when the rate change becomes effective. (02)

Each teacher executing a salary reduction agreement will allocate an annual sum to be used for the purchase of any benefits allowed under the IRS code for cafeteria plans. (02)

It is agreed that the USD 312 Education Association dues is allowed to be part of the plan. (11)

A prepaid Medical Card will be offered as an option as part of the medical deferment program. (11)

It is agreed that due to the technical nature and the variables that must be considered to insure the plan is beneficial for the teacher, any teacher enrolling in dependent care and/or non-reimbursed medical must do so only after counsel with the agent administering the plan. It is agreed that the teacher will pay the cost charged by the company to administer these plans. (03)

B. Salary

1. **Compensation:** Each staff member shall be placed on the salary schedule in force at the time of his or her initial employment or contract renewal or the schedule, which shall be in effect at the

commencement of employment. In the event of planned reduction of staff by the Board of Education after negotiations have been closed, the budgeted salary according to the percent of budget allocated to teachers' salaries will be distributed among the teachers on an equal basis.

2. Step Placement: Step placement may not correspond with actual years of experience. Beginning teachers will be placed on the first step. Teachers will be granted step and column movement, if appropriate. (13)

USD 312 and USD 312 Educational Association recognize that the steps on the salary schedule do not equate to years of service. (12) Movement is limited to one (1) vertical step per contract year regardless of column movement. Vertical movement of one (1) step will accompany earned horizontal column movement. (04) New teachers will be placed on the salary schedule equal to their experience and education. Salary Schedule:-The base will be \$35,986. (04, 05, 06, 07, 08, 09, 10, 11, 12,18)

3. Placement on Column: Staff members shall be placed on the appropriate degree column if he or she has earned the degree that the column requires. Staff members include transitional teachers. (12)

College hours and/or PDC points as of September 1st of the current contract year shall be used in determining compensation. It is the teacher's responsibility to provide the appropriate documentation by this date to the Unified Office. (04) The teacher must notify the district office, in writing, of their intent to move no later than June 1 of the prior contract year. A form for notification can be obtained from the district office or on the Haven website. (08)

Staff members shall be placed on the next appropriate column contingent upon the staff member having earned the additional numbers of hours. All hours past BA must be graduate hours unless graduate credit cannot be obtained and the course received prior approval through the office of the superintendent. Beginning with the 1998-99 fiscal year, July 1, 1998, PDC points may be used for movement on the salary schedule as follows:

- 20 hours/points equal one college hour
- MASTERS (BA+45) Eight (8) college hours and enough points to equal a total of seven (7) hours may be used through MASTERS (BA+45) level (03)
- After MASTERS, points and/or hours may be used. (03)
- Only points earned from the beginning of the 1998-99 fiscal year may be used.

When teachers reach the last step on the Masters/BA+45, MA+15/BA+60, MA+30, and the MA+45 columns, there are not further step increases. (03, 04, 07)

4. Substitute Pay:

\$25.00 per period will be paid to teachers for substitute teaching during their planning period. (01, 03, 08) In the event no substitute has been hired and a teacher has more than 5 additional students in his/her room to teach, the teacher will be paid \$25.00 per period to cover such class. If the teacher has 5 or less no additional compensation will be provided. (03, 08, 17)

5. Compensation for Professional Work outside the Contract Day/Year:

The compensation rate for approved professional work outside the professional individual contract shall be per the following schedule: Compensation shall begin for teachers at the time their contract day/year ends. Compensation shall be paid at the rate of \$25.00 per clock hour. (02, 03, 08)

- School Improvement Committee (03)
- School Improvement Work (02)
- Curriculum/Assessment Design Teams (02)
- Summer School (Preparation work: 8 hour limit) (02, 08)
- Tutoring Students (02)
- Detention (02)7
- Peer Assistance (03)
- Building Support Teams (03)
- Teacher Mentors (30 hours unless a grant is available to pay at a higher rate) (04 08)
- Driver's Education (04)
 - Classroom Instructors (04)
 - Driving Instructors (exception – this position pays \$21 per hour) (04)

6. PLC compensation:

There will be four instead of eleven PLC leaders.

PLC leaders will be paid \$1000.

All teachers are welcome to apply for the positions.

The curriculum Director will determine from the applications who will serve

Positions will be as follows:

- 7-12 ELA (English and Social Studies)
- 7-12 Math and Science
- 7-12 CTE/Music/Art/PE
- K-6 and Title
- Foreign Language can pick between joining CTE or ELA

The purpose of the change is to make the committee more feasible. Smaller meeting groups would be carved out of this structure abut it would depend on the need and purpose for each day. This would allow for time for grades and buildings to get on the same page as we move forward with Common Core and making our curriculum more relevant.

7. If you are licensed to teach ESOL at the beginning of the school year, you will get \$500 every year as long as the district receives ESOL funding.

8. Defined Benefits:

	\$650	\$650	\$1300	\$1300	\$2000	\$2000
	Deductible Single Coverage	Deductible Family Coverage	Deductible Single Coverage	Deductible Family Coverage	Deductible Single Coverage	Deductible Family Coverage
Monthly Cost	\$613.00	\$1,408.00	\$560.00	\$1,286.00	\$527.00	\$1,209.00
Defined Benefit for Full Time Employee	\$532.00	\$532.00	\$532.00	\$532.00	\$527.00	\$532.00
Employee Monthly Cost	\$81.00	\$876.00	\$28.00	\$754.00	\$0	\$677.00

9. Early Resignation Notice Incentive:

An incentive will be paid to a certified employee that is not planning to return the following school year. Notification must be made in writing to the Superintendent to be eligible for incentive pay at the following rate.

\$ 500.00 after the beginning of the school year to December 31st

\$ 400.00 January 1st to January 31st

\$ 300.00 February 1st to February 28th

After February 28th there would not be any incentive pay for a resignation. The payment will be made with the teachers June paycheck. (07)

10. Pay Option for New Certified Employees: A new to the teaching profession (1st year teacher) who is new to the District and have been approved by the Regular August Board of Education meeting may elect to receive a \$500 advance from their first regularly scheduled September paycheck. Payments will be issued the Friday following the Regular August Board meeting. The advance will be deducted from their first paycheck. (17)

11. Salary Schedule & Liquidation Damages: See Appendix A

12. Supplemental Duty Pay: See Appendix B

C. Early Retirement:

Employees of the Haven Unified School District 312 who may find it necessary or desirable to retire from employment with the District prior to normal retirement age may elect to retire under the terms and conditions herein after specified. Early retirement is voluntary and at the discretion of an eligible employee. All early retirement benefits shall terminate automatically at the end of the school contract year in which the employee reaches age 65, becomes eligible for full Social Security retirement benefits, term of payments have been fulfilled, or upon the death of the employee, whichever comes first. (03)

Early retirement pay begins in September and ends in August like a teacher contract. The early retirement benefit payment schedule shall be as agreed upon between the retiree and the district but in no case more often than the regular monthly pay period for other employees. The benefit amount is computed at a specified percentage per year of the final base salary. Final base salary is defined as that amount determined by placement on the most current teacher salary schedule minus any supplemental pay.

The amount of benefit and the term of benefit paid shall be by the following schedule:

<u>Consecutive Years in #312</u>	<u>Percent of Base</u>	<u>Term of Payments (Yrs.)</u>
15	10%	5
20	12%	5
25	14%	5
30	16%	5

No individual hired after the 1987-88 school will be eligible. Employees cannot receive more than five years of payments into the Early Retirement 457 plan. (08)

1. Eligibility Criteria

- a. Is currently a full time employee.
- b. Is not less than sixty (60) years of age and not more than sixty-four (64) years of age on or before June 30, or is eligible for and receiving KPERS benefits.
- c. Must have fifteen (15) or more consecutive years of full-time employment with the school district.
- d. Years taught that were less than full-time shall be converted to FTE so that those years count toward early retirement. (Ex. 10 years taught at 0.5 would be prorated as $10 \times 0.5 = 5$ years FTE) (02)

The superintendent will determine eligibility in accordance with items a. b. c.

above. An employee applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility for early retirement and to determine benefits to be paid.

- e. All payments shall be subject to all applicable deductions and made in accordance with procedure established by U.S.D. 312.

2. Application

An employee may apply for early retirement by giving written notice to the superintendent. Such written notice shall be submitted on or before the first day of May preceding the anticipated retirement date and shall include the following information: (06

- a. A statement of the applicant's desire to take early retirement
 - b. The anticipated date of retirement
 - c. The applicant's birth date and age on the date of retirement
 - d. The current mailing address and telephone number of the applicant
 - e. The number of year's applicant has been employed by USD 312
 - f. Applicant's current salary
 - g. Whether the applicant desires health insurance coverage through the school district's health insurance program by deduction of monthly premiums from the early retirement benefit or by the applicant paying his/her own monthly premiums. Eligibility to continue on the health plan ends one month prior to the end of the month the employee becomes 65, becomes eligible for full Social Security retirement benefits, or upon the death of the employee.
- Following final action by the Board on any application for early retirement, the Superintendent shall notify the applicant in writing of the final disposition and the date and amount of early retirement benefits to be paid.

D. District Longevity Plan/Employer Paid Incentive

1. An Employer Paid Incentive Plan will be established for Licensed Professionals employed in USD 312 beginning with the 2008-09 school year. Licensed Professionals hired prior to August 1977 will stay with the Early Retirement Plan. Professionals hired after 1978 and before 1988 have to declare in which program they will participate.
2. USD 312 will contribute \$34.00 per month per contract year into each full time licensed professional's District Longevity Plan held within the ESSDACK Consortium 403(b) Plan, under the condition that the licensed professional contributes at least an equal amount to what USD 312 contributes (\$34). There is nothing to prohibit the employee from contributing more than the District's contribution amount. District contributions made by USD 312 will be prorated for the licensed professional who works less than full time in a licensed position and/or are employed for less than a full contract year. All District contributions made to the Employer Paid Account (including those previously made under the previous agreements with the

Licensed Professionals, with prior service credit being given for periods of employment service under the prior agreement) shall vest and be payable to each employee in accordance with the following schedule: (17)

Vesting Schedule:

<u>Years</u>	<u>Amount Vested</u>
Completed year	
2	25%
3	50%
4	75%
5	100%

Upon completing his/her 5th continuous year as a teacher employed by USD 312, each licensed professional will become vested at 100% of the amount contained within his/her Employer Paid Account. All amounts contributed by the licensed professional will be 100% vested at the time of contribution in the Employee Account. (17)

1. A licensed professional who terminates employment with USD 312 after completing his/her 5th year may leave the vested amount in the Employer Paid Account, thereby retaining continuous vesting status upon returning to a teaching position with USD 312 at a future date. Amounts contributed by the licensed professional may also retain in the Plan, subject to the employee's discretion after separation from service.
2. A licensed professional may access the vested portion of his/her Employer Paid Account and all Employee Account amounts upon termination on an employment contract with USD 312.
3. Employer contributions and growth thereon in addition to all employee contribution amounts (unless made through a post-tax "Roth contribution" deferral) will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by state and federal laws and regulations. Qualified Rollover options may allow a terminated teacher to defer taxation until a later date.
4. If any provision of this plan is determined to be in violation of Federal or State laws or regulations and cannot be fixed then the entire plan shall immediately terminate and shall be of no further force effect unless re-adopted by the Board of Education.
5. When the licensed professional leaves USD 312, the non-vested funds will be credited to the district.
6. Upon the death of a licensed professional, the Designated Beneficiaries of the licensed professional (as determined pursuant to the custodial agreement or related documents) will be entitled to the total vested amount in the licensed professional's Employer Paid Account. Any non-vested funds would be returned to the district.
7. Assets in the Plan will be subject to the regulations and limits under the IRC Sections 403(B). The licensed professional is subject to management charges to maintain the 403(B).
8. If the licensed professional leaves USD 312 and takes the vested funds then the vesting process starts over (as described in item #2) upon reemployment with USD 312.
9. If the licensed professional leaves USD 312 and there is a possibility of returning the individual can leave the funds in the plan up to five years. Anytime within the five year period the licensed professional may access the vested funds. In the event the funds have not been withdrawn in the five year period the funds would revert back to the district. (08)
10. Transition to Employer Paid Investment Plan:
 - a. Licensed Professionals employed with USD 312 prior to the 2008-09 school year will enter the vesting schedule at the level equal with the current number of years of employment with the district. (08)

- b. Licensed employees employed after August 1978 and prior to August 1987 have the option of staying with the Early Retirement Program. These Employees need to decide by September 1, 2008. Employees staying with the Early Retirement Program will forfeit the Employer Paid Incentive Plan. (08)
- c. Licensed Professionals hired after the 1987-88 school year will not be eligible for the Early Retirement Program. (08)
- d. Licensed Professionals hired prior to August 1978 will stay with the Early Retirement Program. (08)

VI. STAFF SAFETY AND RIGHTS

A. Reduction in Force:

- 1. General Provisions: Reduction in force may occur when the district finds it necessary to reduce the number of teachers due to program elimination or reduction, insufficient enrollment, insufficient revenue, reorganization of the district, consolidation or modification of programs, or any other reason which may require reduction in personnel (02)
- 2. Reduction in force policy will be applied district wide and not building by building. (10)
- 3. Whenever possible, the reduction in force will be accomplished through normal attrition. (02)
- 4. If necessary reduction cannot be accomplished through attrition, the Board shall first retain those employees possessing current teaching Licensures with the longest period of continuous service in the district who are qualified to teach in those areas or disciplines to be preserved, non-renewing those employees with the least period of continuous service in the district. (03)11
- 5. Teachers who are non-tenured are of equal status and are not give reason for non-renewal. (10)
- 6. The superintendent will recommend to the Board the names of teachers to be terminated under the reduction in force provision and in accordance with state statutes regarding teacher contracts. (02)

B. Recall Provisions:

- 1. Those teachers who have been terminated through a reduction in force shall be offered reemployment with the district for a period of up to two (2) years following the reduction when vacancies occur for which the teacher is certified. (02)
- 2. Teachers who have been non-renewed through RIF will be offered recall in the reverse order of discharge to vacant positions they are certified to fill. (02)
- 3. Upon reemployment, the teacher shall resume his or her previous position on the salary schedule. (02)
- 4. It is the responsibility of any teacher who has been subject to a reduction in staff to keep the District Office informed if the teacher wishes to be recalled and for what position. It is the teacher's responsibility to keep current certification, availability, and address must be on file in the district office. Recall rights shall not exceed two (2) years. (02,03)
- 5. Reemployed teachers shall be credited with leave benefits accumulated prior to termination. (02)
- 6. New teachers shall not be employed if there are terminated teachers on recall who have proper certification and qualifications to fill vacancies. (02)

VII. TEACHERS' RECOURSES

A. Teacher Probation and Peer Assistance:

No tenured teacher shall be placed on probation without just cause.

- 1. If a teacher is felt to be ineffective after repeated observation and a written evaluation, the administrator will notify the teacher during a personal interview. Specific inadequacies, improvements to be made, and consequences of failure to improve shall be stated in writing by the administrator.
- 2. If required and with the direction of the principal, the teacher shall have the opportunity to pursue immediate activities at Board expense. (Examples would include workshops or classroom visitation.)
- 3. If the teacher is notified of probation, he or she will not advance on the salary schedule. Such notification must be given at least one month prior to the end of the school year. The probation will be terminated after one school year unless notification is given to the teacher stating otherwise.

4. A teacher who has been placed on probation may request the assistance of a peer assistance team. A peer assistance team will include three individuals: one appointed by the teacher who has been placed on probation, one appointed by the administration, and one appointed by the 312 Education Association. Reasonable release time will be granted for members of the peer assistance team.

B. Peer Assistance for Non-tenured (Probationary) Teachers:

A non-tenured teacher may request the assistance of a peer assistance team. A peer assistance team will include three individuals: one appointed by the teacher who has been placed on probation, one appointed by the administration, and one appointed by the 312 Education Association. Reasonable release time will be granted for members of the peer assistance team.

C. Grievance Procedure:

1. It is the declared policy of the U.S.D. 312 to encourage the prompt and informal resolution of teachers' complaints and to provide recourse to orderly procedure for adjustments of complaints.
2. Definitions:
 - a. A "grievance" is an alleged misinterpretation, misapplication, or a violation of the provisions of the Agreement, of the rules, regulations, or policies of the school board, or a violation of law.
 - b. A "teacher" is one or more teachers in the bargaining unit.
 - c. A "day" is a school day. (05)
3. Procedure:
 - a. Step One:
 1. Any teacher may, in writing, present a formal grievance to the administrator of the section involved in his employment within thirty (30) days following knowledge of the act or condition which is the basis of the employee's grievance. The teacher and the administrator will confer within five (5) days of the receipt of the written grievance, with a view to arriving at a satisfactory resolution of the grievance. At the conference the employee must appear personally and may be represented by another teacher, or counsel (one person), of his or her choice.
 2. The administrator will communicate his decision, in writing, together with supporting reasons, to the aggrieved teacher and to the superintendent of schools.
 - b. Step Two:
 1. In the event the grievance is not resolved at Step One, the aggrieved teacher may appeal to the superintendent of schools within six (6) days of the receipt of the decision of the administrator. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based.
 2. The superintendent of schools, or his designee, shall meet and confer with the aggrieved teacher on the grievance within ten (10) days of the receipt of the appeal. The teacher shall be present at the conference and may be represented by another teacher, or counsel (one person), of his or her choice.
 3. Notice of the conference shall be given to the teacher and the administrator rendering decision at Step One at least three (3) days prior to the date of the hearing. The administrator may be present at the conference to state his or her views.
 4. The superintendent of schools, or his designee, shall communicate his decision in writing, together with supporting reasons, to the teacher within ten (10) days of the conference.
 - c. Step Three:
 1. In the event the grievance is not resolved at Step Two, the aggrieved teacher may appeal to the Board of Education within six (6) days of the receipt of the decision of the superintendent. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based.

2. The Board of Education shall meet and confer with the aggrieved teacher on the grievance within twenty (20) days of the receipt of the appeal. The teacher shall be present at the conference and may be represented by another teacher or counsel (one person), of his or her choice.
3. Notice of the conference with the Board of Education shall be given to the teacher at least three (3) days prior to the date of the hearing. The Superintendent may be present at the conference to state his views.
4. The Board of Education shall communicate its decision in writing, together with supporting reasons, to the teacher within ten (10) days.
5. The time limits specified in the procedure may be extended in any specified instance by mutual agreement.
6. No reprisal of any kind will be taken by the Board of Education or the school administration against any teacher by reason of his or her participation in any grievance procedure provided herein.

VIII. CONTRACT DURATION

A. Re-opener Clause:

By mutual agreement, negotiations between the Board and 312 Education Association may be reopened to permit amendment to sections of this agreement prior to the fulfillment of the contract year.

B. Items Ratified:

All items ratified by the Board of Education and 312 Education Association shall become a part of the teacher's contract and be attached thereto.

C. Savings Clause:

It is agreed that if any provision of the agreement is found to be unlawful, all other provisions will remain in effect

IX. CALENDAR COMMITTEE

All teachers' representatives will be appointed by the leadership of USD #312 EA-Haven. All Board representatives will be appointed by the Board of Education or the Board's designee. The Superintendent or his/her designee will chair the committee.

The committee will make a recommendation for a school calendar within the perimeters established by the negotiated agreement.

It is the intent that the committee:

1. Seeks input from the teachers before making recommendations to the Board
2. Develops two to three calendars for the Board to review.

MEMORANDUM OF UNDERSTANDING

The following items were discussed with the district teachers' organization as part of the negotiations process. It was agreed that they did not need to become a part of the Contract but could be handled administratively. Each item will be reviewed throughout the year and not be addressed again unless an obvious need exists.

All involved in these discussions agreed these items should be accomplished administratively and, in most cases, at the building level.

1. Vacancies:

- 1. Whenever a professional staff vacancy arises, the superintendent shall send each building principal a notice that shall be posted in each building. This list will be currently maintained consistent with the vacancy lists sent to college and university placement offices and placed on the Internet. (03)**
- 2. A teacher may have copies of the vacancy list mailed to him/her during the summer by leaving stamped self-addressed envelopes in the personnel office. (03)**
- 3. The vacancy list shall include the following: (03)**
 - Position title**
 - Tentative building assignment**
 - Qualifications desired**
 - Person to contact for further information**

USD 312
Liquidated Damages
Proposal

Licensed employees currently under contract shall be declared under contract for the next teaching year unless their resignation is submitted on the date as allowed by KSA-725437 of the current school year according to the Continuing Contract Law of the State of Kansas. Kansas Statutes require that the Board shall notify a teacher by **the third (3rd) Friday of May** of the Board's intention to non-renew or terminate a licensed teaching contract. In the same manner, a teacher must notify the Board **on or before the fourteenth (14th) calendar day following the third (3rd) Friday in May** that the teacher will not continue the contract for the coming school year. New licensed employees coming into the district shall be declared under contract when the Board has approved their contract. In the event any teacher requests release from a contract or **submits a resignation after the date required by the Kansas Statute** for the ensuing school year, he/she shall be assessed liquidated damages according to the following schedule:

- | | |
|---|--------|
| • Prior to the continuing contract notice deadline for teachers | \$0 |
| • Day following teacher continuing contract notice deadline-June 30 | \$500 |
| • July 1- 15 | \$1000 |
| • July 16- 30 | \$1500 |
| • After Aug. 1 | \$2000 |

Request for release from a contract shall be made in writing and accompanied by a certified check for the amount of the liquidated damages before the Board's acceptance of the resignation. In the event the teacher terminates employment with the district without compliance with the Board Policy, the Board may request the Professional Practice Commission to consider the suspension of the teacher's certification for one year.

In the case of extraordinary circumstances, the teacher may make application to the Board of Education for reduction/elimination of liquidated damages while still accepting the resignation. In any event the Board's decision is final.

USD 312 Salary Schedule for 2018-19

	Bachelors			Masters	MA +15	MA +30	M +45
Step	BA	BA+15	BA+30	BA +45	BA +60		
1	35986	36587	37198	37819	38451	39093	39746
2	36587	37198	37819	38451	39093	39746	40409
3	37198	37819	38451	39093	39746	40409	41084
4	37819	38451	39093	39746	40409	41084	41770
5	38451	39093	39746	40409	41084	41770	42468
6	39093	39746	40409	41084	41770	42468	43177
7	39746	40409	41084	41770	42468	43177	43898
8	40409	41084	41770	42468	43177	43898	44631
9	41084	41770	42468	43177	43898	44631	45377
10		42468	43177	43898	44631	45377	46135
11		43177	43898	44631	45377	46135	46905
12		43898	44631	45377	46135	46905	47688
13			45377	46135	46905	47688	48485
14			46135	46905	47688	48485	49294
15				47688	48485	49294	50118
16				48485	49294	50118	50955
17				49294	50118	50955	51805
18				50118	50955	51805	52671
19				50955	51805	52671	53550
20				51805	52671	53550	54445
21				52671	53550	54445	55354
22				53550	54445	55354	56278
23				54445	55354	56278	57218
24				55354	56278	57218	58174
25				56278	57218	58174	59145
26					58174	59145	60133
27					59145	60133	61137
28							62158
29							63196
30							64251

USD 312 Supplemental Salary Schedule for 2018-19

Base: \$35,986

		# OF		TOTAL		% OF	# OF		TOTAL
SCHOOL	% OF BASE	Pos.	PAY	COST	SCHOOL	BASE	Pos.	PAY	COST
HIGH SCHOOL					MIDDLE SCHOOL				
Football-Head	13.50%	1.00	\$ 4,858.11	\$ 4,858	Volleyball-Head	6.50%	0.00	\$ 2,339.09	-
Football-Assistant	8.00%	7.00	\$ 2,878.88	\$ 20,152	Volleyball-Assist.	6.50%	0.00	\$ 2,339.09	-
Basketball-Head	13.50%	2.00	\$ 4,858.11	\$ 9,716	Basketball-Head	8.00%	0.00	\$ 2,878.88	-
Basketball-Asst.	8.00%	8.00	\$ 2,878.88	\$ 23,031	Basketball-Asst.	8.00%	0.00	\$ 2,878.88	-
Volleyball-Head	10.00%	1.00	\$ 3,598.60	\$ 3,599	Track-Head	5.50%	0.00	\$ 1,979.23	-
Volleyball-Assst.	6.50%	4.00	\$ 2,339.09	\$ 9,356	Track-Assst.	5.50%	0.00	\$ 1,979.23	-
Track-Head	10.00%	1.00	\$ 3,598.60	\$ 3,599	Football-Head	8.00%	0.00	\$ 2,878.88	-
Track-Assistant	5.50%	4.00	\$ 1,979.23	\$ 7,917	Football-Assst.	8.00%	0.00	\$ 2,878.88	-
Tennis-Head	7.00%	2.00	\$ 2,519.02	\$ 5,038	Scholars Bowl	1.00%	1.00	\$ 359.86	\$ 360
Baseball-Head	10.00%	1.00	\$ 3,598.60	\$ 3,599	Student Council	1.00%	1.00	\$ 359.86	\$ 360
Baseball-Assst.	5.50%	2.00	\$ 1,979.23	\$ 3,958					
Softball-Head	10.00%	1.00	\$ 3,598.60	\$ 3,599					
Softball-Assst.	5.50%	2.00	\$ 1,979.23	\$ 3,958	MIDDLE SCHOOL	MUSIC ACTIVITIES			
Vocal Music	6.00%	1.00	\$ 2,159.16	\$ 2,159	Instrumental	1.00%	1.00	\$ 359.86	\$ 360
Vocal Music- Asst.	2.00%	0.00	\$ 719.72	-	Vocal	1.00%	1.00	\$ 359.86	\$ 360
Instrumental	7.50%	1.00	\$ 2,698.95	\$ 2,699					
Instrumental- Asst.	4.50%	0.00	\$ 1,619.37	-	ELEMENTARY	MUSIC ACTIVITIES			
Musical	2.00%	1.00	\$ 719.72	\$ 720	Instrumental	1.00%	2.00	\$ 359.86	\$ 1,080
Pep Band	3.00%	1.00	\$ 1,079.58	\$ 2,159	Vocal	1.00%	2.00	\$ 359.86	\$ 1,080
Forensics	7.00%	1.00	\$ 2,519.02	\$ 2,519					
Debate	7.00%	1.00	\$ 2,519.02	\$ 2,519					
F.F.A. Sponsor	7.00%	1.00	\$ 2,519.02	\$ 2,519					
F.F.A. Assistant	2.00%	1.00	\$ 719.72	\$ 720					
K.A.Y.S. Sponsor	3.50%	1.00	\$ 1,259.51	\$ 1,260					
K.A.Y.S. Asst.	1.50%	1.00	\$ 539.79	\$ 540					
STUCO Sponsor	4.00%	1.00	\$ 1,439.44	\$ 1,439					
Jr. Class Sponsor/#1	4.50%	1.00	\$ 1,619.37	\$ 1,619					
Jr. Class Sponsor/#2	1.50%	1.00	\$ 539.79	\$ 540					
Jr. Class Sponsor/#3	1.00%	1.00	\$ 359.86	\$ 360					

Cheerleader-Head	5.50%	1.00	\$ 1,979.23	\$ 1,979	PLC				\$ 4,000
Cheerleader-Asst	2.00%	1.00	\$ 719.72	\$ 720					
Scholar Bowl Sponsor	3.50%	1.00	\$ 1,259.51	\$ 1,260					
Media Supplemental (Class Teacher)	6.00%	1.00	\$ 2,159.16	\$ 2,159	Longevity				\$ 5,729
Cross Country	8.00%	1.00	\$ 2,878.88	\$ 2,879					
Cross Country Asst	5.50%	1.00	\$ 1,979.23	\$ 1,979					
Summer Strength/Cond.	6.00%	4.00	\$ 2,159.16	\$ 8,637					
Power Lifting/Winter Strengthening	4.50%	1.00	\$ 1,619.37	\$ 1,619					
Drivers Ed. Admin.	4.00%	1.00	\$ 1,439.44	\$ 1,439					
TOTALS:			\$ 79,889	\$145,923	TOTALS:			\$ 19,612	\$ 13,328
1% will be added to a head coach's salary if 2 sports are coached at the same time.									

