

USD 239 North Ottawa County



2018 - 2019 Negotiated Agreement

Date: August 20, 2018

Prepared by: Chris Vignery, Superintendent

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2018 – 2019 Negotiated Agreement

THIS AGREEMENT made and entered into as of the 20th day of August 2018, by and between the BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 239, Ottawa County, Kansas (hereinafter referred to as the “Board”) and the NORTH OTTAWA COUNTY TEACHER’S ASSOCIATION (hereinafter referred to as the “Association”).

WHEREAS, the ASSOCIATION has been recognized by the Board for the purpose of professional negotiations as authorized and within the meaning of K.S.A. 72-2218 et al, as amended; and,

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

WHEREAS, the Board and Association now have reached an agreement with respect to certain terms and conditions of professional service and wish to reduce the same in writing.

NOW, THEREFORE, it is hereby mutually AGREED between the parties as follows:

ARTICLE I *DEFINITIONS*

Association: The North Ottawa County Teacher’s Association.

Board: The Board of Education of Unified School District No. 239, Ottawa County, Kansas.

Extra Duty Pay: Extra duty pay shall mean the compensation for such services as supervising and assisting extracurricular activities, chaperoning, ticket taking, lunch room supervision, and other similar and related activities and shall not include any compensation for those services covered in the principal or primary employment contracts of teachers.

Salary: Salary shall mean the compensation received by Teachers under their primary or principal contract for services with the amount of such compensation being as set forth and determined by the salary schedule attached to this agreement, and shall not include or in any way relate to extra duty pay.

Superintendent: Superintendent of schools of Unified School District No. 239, Ottawa County, Kansas.

Teacher: All licensed employees employed under contract by the Board except any such person who is an administrative employee as defined in K.S.A. 72-2218, as amended.

ARTICLE II

GENERAL PROVISIONS

- A. Rights of Board: The Board for itself and on behalf of the voters and taxpayers of the District hereby retains and reserves unto itself, without limitation, all powers, right, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Kansas and the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the state school laws or regulations as they pertain to education. The Board and the Association agree, except as expressly provided otherwise in this agreement, that the determination and administration of school policy, the operation and management of employees are vested exclusively in the Board, and that the Board is the legally constituted body for that purpose.
- B. Copy of Agreement: A copy of the negotiated agreement shall be given to all licensed employees. The costs of such copy shall be borne by the Board.
- C. Term of Agreement: This agreement is made for a period of one school year, commencing on July 1, 2018, and ending June 30, 2019. The Association and Board each may propose a maximum of two items for negotiations in the 2019-2020 school year in addition to salary, supplemental pay, extra duty pay, and fringe benefits. Major or pressing items in addition to the above maximum may be added by mutual consent of the Association and Board.

For purposes of this Article, "item, proposal, or article" will be used interchangeably. The content of each such item shall be limited to suggestions relating to only one of the following subjects: hours of work; amounts of work; vacation allowance; sick leave; sabbatical leave; number of holidays; retirement; wearing apparel; overtime pay; jury duty; grievance procedure; disciplinary procedure; resignations; termination of contract; non-renewal of contract; re-employment of teacher; probationary period; teacher appraisal procedures; preparation time; and duty free lunch and any other item that becomes mandatorily negotiable.

- D. Successor Clause: Any article of this agreement not noticed for change by the Board or the Association on or before March 31, 2019, shall automatically be incorporated into any agreement for the 2019-2020 school year.
- E. If any article, provision, term, and/or clause of this Agreement or any application of this Agreement to any party herein is held to be contrary to the law by any court of competent jurisdiction, then such article, provision, term, and/or clause or application shall be deemed invalid, but all other articles, provisions, terms, and/or clauses or applications shall continue in full force and effect. Furthermore, the Board and Association shall enter immediately into negotiations to replace any such article, provision, term, and/or clause or application found to be contrary to law.

ARTICLE III

The Board recognized the benefits and need for an appropriately defined procedure for a Teacher or Teachers to utilize in resolving grievances or problems related to the terms of

this “agreement”. The procedures below reflect an attempt to identify and resolve such problems in an orderly and timely manner.

1. A “day” is defined as any day Monday through Friday excluding all legal holidays.
2. Any Teacher or Teachers that feel they have justification for a “grievance” in regard to this agreement should schedule an informal conference with the building principal within ten days of the action justifying the grievance.
3. If the grievance is not resolved during the informal conference, the Teacher or Teachers are to submit the grievance to the building principal in writing. The grievance should describe the incident justifying the grievance and an explanation of the grievance. This is to be filed within ten days of the action justifying the grievance. The principal is to respond, in writing, within ten days of receipt of the grievance indicating his/her decision in regard to the grievance.
4. Should the Teacher/Teachers feel that the grievance has not been resolved; a conference is to be scheduled with the Superintendent to submit the grievance. This conference is to be scheduled within ten days of the receipt of the response of the building principal. All written correspondence described in step three should be submitted to the Superintendent during the conference. The principal and a representative selected by the Teacher may be present during the conference if it is determined that it will expedite resolution of the grievance. The Superintendent will convey his/her decision in writing to the Teacher/Teachers within ten days of the conference.
5. Should the Teacher/Teachers feel that the grievance has not been resolved by step four, they may request a review by the Board of Education. This request is to be submitted in writing and is to be submitted within ten days of the receipt of the Superintendent’s decision. All written correspondence described in steps three and four should be submitted with the request to the Board to review the grievance. A meeting between the Board of Education and the Teacher/Teachers filing the grievance will be scheduled within thirty days of the request for the review. The Board will respond in writing within ten days of the review stating their decision in regard to the grievance. The decision of the Board of Education will be final, subject to the Teacher’s right to pursue any appropriate legal remedies.

ARTICLE IV

DUTY FREE LUNCH

The Board shall schedule each Teacher’s working day so as to permit each Teacher to have a duty free lunch period of at least 20 minutes between the hours of 11:00 a.m. and 1:00 p.m.

ARTICLE V

PERSONAL LEAVE

1. Two (2) days of personal leave will be granted to each Teacher per school year. Such leave may be used for any purpose, but personal leave must be arranged in advance with the Teacher's respective principal. Personal leave shall not be used to extend any vacation. No exceptions will be tolerated. Contingent upon meeting the following requirements, personal leave may be used on the faculty workday at the end of the school year.
 1. Students' grades are turned into the office.
 2. Final checkout is scheduled with the building principal within two working days following the absence.
- B. In addition to (2) two days of personal leave per year referred to in Section A above, a teacher may "carry over" one (1) unused day of personal leave from the preceding year and accumulate a maximum of three (3) personal leave days per year for the first three (3) years of employment with the district. Beginning with the fourth (4th) consecutive year of employment with the district, in addition to the two (2) days of personal leave earned per year in accordance with Section A above, a teacher may "carry over" two (2) days of unused personal leave from the preceding year and accumulate a maximum of four (4) personal leave days in any given consecutive year thereafter.
- C. The Board shall establish a personal leave bank. The initial number of days in such bank shall be 20 days. Beginning with the 1981-82 school year and subsequent years, the Board shall credit the bank with up to 20 additional days in order that the personal leave bank shall have a maximum of 20 days in such bank at the beginning of each school year.
- D. After a Teacher has used his/her accumulated personal leave, he/she may draw up to two additional days from the personal leave bank by reason of the following circumstances:
 1. Financial or banking business that must be conducted during school hours.
 2. An I.R.S. audit.
 3. Travel time to and from a funeral for one or more of the following persons: uncle, aunt, niece, nephew, and other dependents that are members of or reside in the Teacher's immediate household.
 4. Other purposes subject to approval by the Board's designated employee
- E. An application for personal leave to be taken from the personal leave bank must be submitted to the Superintendent at least two days before the leave is to be taken.
- F. Each day of absence not covered by the leave provisions of this agreement will result in a deduction of 1/184 for the year 2018-2019.

- G. In the event a teacher has been granted prior approval for a personal/sick day on a day that is cancelled on a contracted day due to inclement weather (or other unforeseen conditions) that day will be reinstated to said teachers unused sick/personal leave account. If the teacher was scheduled to be off and received a dock in pay on a day that is declared an inclement weather day (or other unforeseen conditions) the pay for that day will be reinstated.

ARTICLE VI

SICK LEAVE

- A. Each Teacher may accumulate a maximum of 60 days of sick leave at the rate of 10 days for each year of the first six consecutive years of employment. Beginning with the seventh year of employment and thereafter, each Teacher will receive 20 days of additional sick leave. Teachers may carry a maximum of 60 days of unused sick leave as of June 30 of each year over to the next school year. Sick leave may not be used for purposes of elective surgery unless such surgery is medically licensed by the treating physician as being medically necessary at and for the time requested and that any delay would be injurious to the health of the requesting Teacher.
- B. Sick leave shall cover absences from work for the following:
1. Whenever a Teacher is too ill to perform duty.
 2. When the following relatives of the Teacher are seriously ill, to-wit: mother, father, child, spouse, brother, sister, mother-in-law, or father-in-law.
 3. To attend the funerals of the following persons related to the Teacher, to-wit: mother, father, mother-in-law, father-in-law, wife, husband, child, brother, sister, brother-in-law, sister-in-law, stepchildren, grandparents, or grandchildren.
 4. A maximum of two days of sick leave per year may be used to attend funerals for individuals other than those listed in item three (3) above.
 5. Any eligible Teacher may draw additional days from the sick leave bank for catastrophic illness upon the approval of the Superintendent.

C. Sick Leave Bank

A sick leave bank will be established to aid certified employees in the event of an extraordinarily lengthy personal or immediate family illness. The bank shall operate as follows:

1. At the beginning of each school year, a sick leave bank of sixty (60) days shall be established by the Board of Education. Unused days will not accumulate from year to year.
2. The leave provided by the Sick Leave Bank shall be exclusive of any other sick leave provision and shall be limited to use for the prolonged personal or immediate family illness or serious injury when employee has exhausted his/her own accumulated paid leave.
3. An employee may request use of up to a maximum of fifteen (15) days from the Sick Leave Bank per contract year.

4. An employee shall submit written application to the superintendent and shall include an explanation for the request. In rare cases, written application may be considered retroactively. Verification of medical need may be required from a medical doctor designated by the superintendent. All expenses incurred to document the medical condition shall be the responsibility of the employee.
 5. The sick leave bank shall be governed by a committee consisting of the superintendent, two board members, and two employees appointed by the association president.
 6. The superintendent shall notify the applicant in writing regarding the action taken on the request.
- D. At the end of each school year, USD 239 will pay teachers for unused sick leave days that are over the limit the teacher can accumulate. The Board shall pay the sum of \$20.00 per day for each unused sick leave day, up to a total of 10 days for each year. Qualifying teachers for this payment shall have completed six (6) continuous years of employment with USD 239. Payment will be made by June 30 of each year.
- E. The Board shall pay the sum of \$35.00 for each unused accumulated day of sick leave up to a total of 20 days for each Teacher, or their personal representative or heirs, upon the retirement or death of any Teacher who has completed ten years of consecutive service with the district.
- F. All employees of the district shall be covered by workers' compensation. The workers' compensation will provide coverage for medical expenses and wages to the extent required by statute to those employees who qualify; however, the amount of workers' compensation benefits and sick leave benefits shall not exceed a regular daily rate of pay. In the event that workers' compensation will completely cover the regular daily rate of pay, the employee will not need to use sick leave or any other available leave. In the event that workers' compensation cannot cover the regular daily rate of pay, the district may use a percentage of sick leave or any other available leave in order to meet the regular daily rate of pay. An employee using sick leave or other available leave in combination with workers' compensation will be charged only the percentage of that leave necessary to supplement workers' compensation to meet the regular wages. Employees under workers' compensation should be aware of the percentage needed for supplementation and should be notified when the available sick leave from the sick leave policy or any other available leave of the negotiated agreement is in jeopardy. Upon exhaustion of available sick leave or any other available leave, compensation will continue using only the funds available through workers' compensation.

ARTICLE VII

ASSOCIATION LEAVE

- A. The board will allow the Association two (2) delegate days for Association business. On these two days the Board will furnish the substitute for the worker designated by the Association.
- B. The Board will also allow the Association two additional days for Association business. For these two days the Association agrees to pay the Board at the rate

1/184 (for the year 2018-2019) of the base salary for each of the two days the member is not in the classroom and is absent for the purpose of conducting Association business.

ARTICLE VIII

PROFESSIONAL LEAVE

The building principal may approve a maximum of two days professional leave per fiscal year per faculty member for the purpose of attending educational conferences or educational visitations. Principal approval will include identification of expenses qualifying for reimbursement. Subject to budget constraints and principal approval, the reasonable cost of registration, mileage and lodging would be eligible for reimbursement.

A professional leave bank will be established for each building with an annual non-accumulative allotment of fifteen days that may be used by the building principal for consideration of professional leave requiring extended leave. Faculty members may be approved for additional days of professional leave from the bank during the fiscal year with approval of the principal.

ARTICLE IX

PREPARATION TIME

Each Teacher shall be provided a daily preparation time of not less than 45 minutes. Such preparation time shall not be divided into more than two segments, with no such segment being less than 20 minutes in length. Travel time between buildings shall not be considered as part of a Teacher's preparation time.

ARTICLE X

SECTION 125 SALARY REDUCTION PLAN

- A. Salary Deductions/Reductions: Only those salary deductions/reductions authorized by law or by Board policy will be permitted.
- B. Salary Deductions/Reductions: The Superintendent or designated representative will develop appropriate forms which will supply the necessary information needed by the business manager to make approved salary deductions/reductions. All requests for salary deductions/reductions must be submitted to the Superintendent or designee during the established enrollment periods.
- C. Prior to the deadline for enrollment in the District 125 Cafeteria Plan, the District shall provide an in-service presentation regarding available options under such plan. USD 239 employees meeting eligibility requirements for the district "Section 125 Cafeteria Flexible Benefit Plan" may exercise their option to participate pursuant to the plan guidelines on file in the Board of Education office.

ARTICLE XI

TERMINATION AND NON-RENEWAL

- A. The following actions or activities by a Teacher shall be grounds for the Superintendent to suspend the teacher with pay. If the conduct of the teacher meets any of the below behaviors, and on the action of the board, the notice of intent to

terminate can be given to the teacher. He/she would be entitled to limited due process, meaning having the allegations explained and being given an opportunity to explain his/her behavior or actions before pay is suspended. To proceed to full due process requires the board adopting the resolution of intent to terminate, the right of full due process with representation, and a hearing by an impartial hearing officer.

1. Breach of the Teacher's employment contract;
 2. Conviction of any felony or serious misdemeanor;
 3. Any action that causes or results in any persistent or substantial disruption of the operation of a school building or school district;
 4. Unauthorized conversion of school property for his/her own use or for non-school purposes;
 5. Substantial or persistent violation of board policies, rules, and regulations;
 6. Incompetency;
 7. Conduct that prevents the Teacher from effective classroom teaching;
 8. Inefficiency; and,
 9. Any such other good cause which the Board in good faith shall determine and which is not arbitrary, irrational, unreasonable, or irrelevant to the Board's task of building up and maintaining an effective school system or such other cause or justification which the Board shall legally be entitled to use as grounds for dismissal.
- B. Teachers shall be given such notices, hearings or other procedural due process rights as may be required and prescribed from time to time by the laws of the State of Kansas and of the United States of America.

Whenever a teacher who has taught four or more continuous years in the district and is given written notice of a board's intention to not renew the teacher's contract, the teacher may request a meeting with the board by filing a written request with the clerk of the board within 10 days from the date of receipt of the written statement of nonrenewal of a contract. The board shall hold such meeting within 10 days after the filing of the teacher's request. The meeting provided for under this section shall be held in executive session and, at such meeting, the board shall specify the reason or reasons for the board's intention to not renew the teacher's contract. The teacher shall be afforded an opportunity to respond to the board. Neither party shall have the right to have counsel present; however, the teacher may request one fellow teacher to sit in and take notes and offer support. Within 10 days after the meeting, the board shall reconsider its reason or reasons for nonrenewal and shall make a final decision as to the matter. Prior to the board giving its intention to non-renew a teacher with four or more continuous years in the district the superintendent will review the evaluators documents first and determine if this goes to the board.

SUNSET PROVISION – This provision shall be in effect for the end of June 30th, 2021 school year and will not be included in subsequent agreements unless expressly agreed to.

ARTICLE XII

TEACHER DISCIPLINE

A. Teachers may be disciplined by:

1. Reprimand; verbal and written
2. Suspension;
3. Probation; or,
4. Termination

B. The Superintendent and building principals may discipline a Teacher by reprimand. Where deemed appropriate by such administrators, such reprimands shall be oral in nature and shall not be reduced to writing, other than notation of the occurrence. Whenever such administrators deem the cause or basis of a reprimand to be of a serious nature, such reprimand shall be reduced to writing and shall become part of the evaluation file of the Teacher. A copy of such written reprimand shall be given to the Teacher, and the Teacher shall be entitled to submit a written response to such reprimand, which shall be placed in the evaluation file of the Teacher. All reprimands shall be stated or written in a tactful manner to the extent practical, consistent with the seriousness of the act or conduct giving rise to such reprimand.

C. The Superintendent may suspend any Teacher, with pay, by reason of any of the following:

1. Apparent violation of board policy, rule, or regulation;
2. Alleged filing of formal complaint against a Teacher before any legal tribunal or the Board charging a Teacher with the alleged commission of an offense involving moral turpitude; and
3. Any other act or omission by the Teacher which the Superintendent in good faith may feel threatens maintenance of an efficient school system.

Such suspension shall be with pay until the Board shall consider such suspension at a regular or special board meeting.

D. Teachers may be placed on probation by the Board upon the recommendation of the Superintendent or his/her designated representative. The reasons for probation may be any of the following:

1. Any ground which would justify termination;
2. Any ground which would justify non-renewal of any employment contract; and,
3. Any other reason which the Board shall determine would foster the Board's task of building up and maintaining an efficient school system.

4. The reason or reasons for probation shall be determined by the Board and shall be based upon the Superintendent's recommendation and such evidence as may be gathered by the administrative staff in support of the Superintendent's recommendation. The length of the probation shall be established by the Board, not to exceed a term of two years.

The conditions of probation shall be determined by the Board and shall be reduced to writing. A copy of such condition shall be given to the Teacher and one copy shall be placed in the Teacher's personnel file maintained at the office of the Board of Education. Failure by an employee to meet any of the conditions of probation may be an additional reason for non-renewal or termination of the Teacher's employment contract

ARTICLE XIII

TEACHER EVALUATION

- A. A copy of K.S.A. 72-2409 and any other amendments will be included in the employee handbook so that the Teacher may become acquainted with the Kansas laws regarding teacher evaluation.
- B. Each Teacher, in the first two consecutive school years of employment, shall be evaluated one time per semester but not later than the 60th school day of the semester, except that any Teacher who is not employed for the entire semester shall not be required to be evaluated; and each Teacher, during the third and fourth years of employment, shall be evaluated at least one time each school year by, and not later than, February 15, and after the fourth year of employment, every Teacher shall be evaluated at least once in every three years by, and not later than, February 15 of the school year in which the Teacher is evaluated.
- C. Evaluation forms will be the same throughout the district and will, if necessary, be developed by the Board of Education and Teacher committee.
- D. The evaluation form will contain two sections within the same form with the first section used for the evaluation of classroom performance and the second section to be used for individual coaching assignment.
- E. USD 239, as per direction from the Kansas State Department of Education, has selected McREL Teacher and Principal Evaluation System.

ARTICLE XIV

CONTINUING PROFESSIONAL EDUCATION

- A. Teachers holding a B.S. degree with no previous teaching experience employed by the district must complete eight college hours within the first eight years of employment with USD 239. Teachers holding an M.S. degree with no previous teaching experience must complete six hours within the first eight years of employment with USD 239.
- B. Faculty members employed in USD 239 prior to July 1, 1988 may meet the district continuing education requirement by renewing their licenses on the basis of college hours. As an option, district faculty members may complete the equivalent number of hours required for state licensing using a combination of college hours and district

approved non-college work as described in “C” below. Faculty members choosing to renew their licenses using classroom experience must also complete the equivalent number of hours and/or non-college work normally required for renewal of the license based upon college hours.

- C. The following may be substituted for one half of the required number of college hours: educational travel, conferences and professional training not granting college credit. Such substituted hours must be approved by the Superintendent or designated representative in advance.
- D. Faculty members with three years or less remaining on their current licenses as of July 1, 1988, will have the continuing education requirement waived until renewal of the subsequent license. This waiver will also apply to experienced teachers employed by the district.
- E. Through the auspices of a professional development council which shall have the primary responsibility to advise, plan, and coordinate in-service and professional development opportunities for the district with an emphasis on building improvement plans and staff development to accommodate identified needs, each licensed teacher shall develop annually an individual development plan. Points obtained utilizing an approved individual development plan will apply for relicensing purposes. Credit on the district salary schedule will be granted only if such credit has not been obtained through any training paid for in whole or in part by the district by granting one college hour for each twenty points earned as described in the local in-service plan.
- F. The Board will recognize the Master’s Option as allowed by the State of Kansas for relicensing - the Master’s degree plus three years accredited teaching experience (2 renewals).

ARTICLE XV

SALARY

- A. Teachers shall be compensated in accordance with the salary schedule attached hereto and made a part hereof by reference for their duties performed under their principal or primary contract for service.
- B. Beginning with the approved new salary schedule and the adjusted steps for teachers under contract prior to 2016-2017, any advancement of each Teacher on the salary schedule shall be based upon the number of steps adjusted for current employees hired before 2016-2017 under a contract with the district and the highest degree and additional hours attained subsequent to employment by the Board. A Teacher shall file appropriate evidence of earned additional educational credit with the Superintendent or his designee as soon as practical after verification of such earned credit becomes available from the institution awarding such credit. For purpose of placement on the salary schedule, such additional educational credits shall become effective as of the semester following the one in which such credits are earned. For example, degrees or hours attained during the summer shall become effective with the beginning of the fall semester; degrees or hours obtained during the first semester shall become effective as of the beginning of the second semester.

- C. Any employee hired for or after the 2016-2017 school year, beginning with the second year of employment, advancement of each Teacher on the salary schedule shall be based upon the number of years of teaching experience under a contract with the district and the highest degree and additional hours attained subsequent to employment by the Board. A Teacher shall file appropriate evidence of earned additional educational credit with the Superintendent or his designee as soon as practical after verification of such earned credit becomes available from the institution awarding such credit. For purpose of placement on the salary schedule, such additional educational credits shall become effective as of the semester following the one in which such credits are earned. For example, degrees or hours attained during the summer shall become effective with the beginning of the fall semester; degrees or hours obtained during the first semester shall become effective as of the beginning of the second semester.
- D. The columns in such salary schedule shall be interpreted as follows:
1. Bachelor of Arts or Bachelor of Science Degree
 2. Bachelor's Degree plus 15 hours
 3. Bachelor's Degree plus 30 hours
 4. Bachelor's Degree plus 45 hours
 5. Bachelor's Degree plus 60 hours
 6. Bachelor's Degree plus 75 hours
 7. Master's Degree plus 0 hours
 8. Master's Degree plus 15 hours
 9. Master's Degree plus 30 hours
 10. Master's Degree plus 45 hours
- E. Teachers can only move two horizontal steps and three vertical steps on the schedule during any given year.
- F. See [Appendix A](#) for information regarding the USD 239 Professional Development Plan and related compensation issues.

ARTICLE XVI

TERMINATION RESULTING FROM REDUCTION IN FORCE

The employment of any Teacher may be terminated when the Board of Education, in its sole discretion, determines that:

1. There has been a significant decline in the Board's financial resources which is brought about by decline in enrollment or by other action or events that compel a reduction in the district's current operating budget, or
2. A program change has been or should be made involving the elimination, curtailment or reorganization of a curriculum offering, program or school operation. The termination of the employment of any Teacher resulting from such conditions shall be made in accordance with the following procedures:

As soon as practicable, upon a determination by the Board of Education that either or both of the above conditions exist, the Board will give consideration to the number of staff and specific positions to be terminated. In making its decision as to the specific

position(s) to be eliminated, the Board shall give primary consideration to the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the school district. Other factors that may be considered by the Board may include, but not be limited to, the educational goals and needs of the district, individual licensing, qualifications, training, skills, interests, and evaluations. In the event, after considering what the Board deems to be all relevant factors, two or more Teachers have similar qualifications and skills in a teaching area for which a position is available, wherever possible, those Teachers who have more years in the district will be retained over those who have less. If all of the Teachers have similar licensure, qualifications and skills for the available position(s) and all have the same years of experience, the Teacher(s) who best meets the needs of the district, considering the factors outlined above and other relevant factors will be retained. All licenses and qualifications considered shall be determined as of May 1 of each year in which the reduction of force is being considered. In the event that a reduction of personnel becomes necessary, the Board shall first attempt to accomplish the same through normal attrition whenever possible. If further reduction is still necessary, the Board of Education shall make its determination and shall notify the affected Teacher(s) in writing and in accordance with State law where so required.

RECALL OF TEACHERS TERMINATED AS A RESULT OF REDUCTION IN FORCE

Any Teacher who has been terminated as a result of the foregoing procedure shall no longer be considered an employee of the district and shall have no employee rights or benefits, except as provided by State or Federal law.

The district shall maintain, for a period of two (2) years, the name or names of any Teacher or Teachers terminated in accordance with the foregoing procedure. It shall be the responsibility of the terminated Teacher to advise the district office of the Teacher's current address and any changes in teaching qualifications.

If a vacancy occurs within such two (2) years for which any Teacher qualifies, the Teacher(s) shall be considered for such vacancy. The usual employment procedures will follow in determining fitness for re-employment. In the event two or more Teachers on the recall list qualify for the position, the Superintendent shall make a recommendation and the Board will make the selection.

If any Teacher named on the list waives recall rights in writing or fails to accept a position offered, or fails to respond within ten (10) days to a recall notice sent to the latest address which the Teacher has furnished to the district office, or fails to report to duty in the accepted position, the name of such Teacher shall be removed from the list and such Teacher shall have no further recall rights.

Any Teacher who is recalled under the foregoing provisions shall regain all employment benefits to which he/she was entitled at the time of termination. However, no benefits may be accrued during the period of unemployment conditions which have been made in the interim.

ARTICLE XVII

FACULTY SCHEDULE

- A. The normal duty day shall be eight (8) hours, including lunch period. The Board shall have the right to determine the number of minutes, the number of periods, and the length of each period within the normal duty day of eight (8) hours. The duty day may be extended to include open houses, parent-teacher conferences, special education staffings, and faculty meetings as determined by the Board and administration. The Board reserves the right to vary the number of minutes in the school day, including, but not limited to, the accommodation of the student's educational program, student transportation, and other such aspects of the school operation as the Board may deem appropriate.

All Teachers shall be required to report to duty at the beginning of any non-student contract day as determined by the Superintendent and shall remain on duty until the close of any given non-student day as determined by the Superintendent. These days shall include, but not be limited to, in-services, preparation days, conference days, and pre-enrollment days. Non-student contract days shall not exceed eight (8) hours in length.

- B. Two hours of each faculty workday, which is scheduled at the end of each quarter, may be utilized for curriculum development and assessment. Should the Board require a limited number of faculty members to participate in the various curriculum projects, each member will be compensated for their time at a rate of \$9.25 per hour. No additional compensation will be paid if the project involves the entire faculty.
- C. A full faculty workday will be built into the calendar at the end of each semester **unless altered by the adopted calendar**. There will be no fewer than five workdays built into the calendar.

ARTICLE XVIII

EXTRA DUTY PAY

- A. Extra duty pay will be \$9.25 per hour for duties that are not related to professional duties.
- B. Extra duty pay for those duties that are of a professional nature will be paid at the rate of \$18.00 per hour. Those duties include planning time substitute, detention, FastForward, Professional Development Committee, 7th grade orientation, new teacher orientation and after school educational programs as developed and approved by the building administration and superintendent.
- C. In the event Teachers take in-service classes during the evening, weekend or during summer break, at the request of the principal, superintendent or school board, the Teacher will be paid \$20.00 per hour.

ARTICLE XIX

EARLY RETIREMENT

1. Definitions:
 - A. School year: July 1 through June 30
 - B. Year of Retirement Application: Indicates final year of active teaching and the school year in which the teacher applies for early retirement.
 - C. Year of Effective Retirement: Indicates the school year in which the teacher actually retires and is no longer on duty.
 - D. USD 239 Service: Teaching experience in USD 239 and/or experience in one of the communities currently making up USD 239, but may have had their own school system prior to unification.
2. Employees of USD 239 that meet the requirements set forth in this document may apply for early retirement benefits as described.
3. Eligibility Requirements:
 - A. Employee has completed a minimum of 15 years of USD 239 service and has met KPERS early retirement criteria.
 - B. Actual years in the district should be recognized relative to the computation of the annual retirement benefit.
4. Eligibility will be determined by the Superintendent of schools. 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.
5. Application:
 - A. The employee must submit a written request for early retirement on or before the first (1st) working day of April within the year of retirement application.
 - B. The application shall include:
 - a. Statement of desire to retire
 - b. Anticipated date of retirement
 - c. Current mailing address
 - d. Telephone number
 - e. USD 239 service
6. Contingent upon approval, the annual retirement benefit due the employee will be paid by USD 239 in two installments with the first being due on September 20 of the

year of effective retirement and the second being due on January 20 of the same school year.

7. The employee may provide a written request to remain with the school sponsored health insurance up to age 65 based on the carrier's approval. (Public Law 99-272, Title X)

8. Retirement Benefit Computation:

A. The number of years of USD 239 service (minimum of 15) multiplied by:

1. The largest salary at time of application (excluding supplemental salaries) received by the employee of USD 239 within the preceding five years multiplied by:

2. The following applicable factor determined by the age of the employee during the year of retirement application:

1 st year	1%
2 nd year	.8%
3 rd year	.6%
4 th year	.4%

B. In order to take early retirement without penalty, teachers would need to begin taking early retirement from the district within four (4) years of being eligible for full social security benefits.

C. Eligibility for early retirement compensation may not exceed four years.

9. The initial retirement benefit option determined for any retiree will remain constant for all years in which payment is due. Example: retiree qualified for a retirement benefit of \$4,000 at age 63, the benefit of \$4,000 would be due for each of the three years in which payment is due.

10. Any application for early retirement is subject to approval by the Board of Education.

11. Any employee who takes early retirement shall have the responsibility of keeping the district office informed of his or her current mailing address and phone number.

12. Teachers hired after June 30, 2004 will not be eligible for early retirement benefits.

ARTICLE XX

EARLY RESIGNATION OR RETIREMENT.

Employed in the district for five or more years and resign or retire:

On or before December 31st receive \$1,000 in final check.

On or before January 31st receive \$750 in final check.

On or before February 28th(29th) receive \$500 in final check.

ARTICLE XXI

CONTRACT FORMAT

- A. The attached copy of the USD 239 faculty contract is a part of this agreement.

ARTICLE XXII

PROFESSIONAL DUES PAYROLL DEDUCTION

Faculty members desiring to have professional dues to KNEA, NEA, and NOCTA deducted monthly from their checks must notify the clerk of the board on or before October 1 of each school year. The total amount of dues will be deducted in nine equal payments beginning on or about October 15 and ending June 15. The monthly deductions will be submitted to the treasurer of NOCTA, who will assume responsibility for payment of the appropriate dues to KNEA and/or NEA.

ARTICLE XXIII

EXTENDED CONTRACTS

Extended contracts shall be 4% of the individual Teacher's contract base teacher salary for every 10 working days.

ARTICLE XXIV

HEALTH INSURANCE

- A. \$350/month for a single, employee/spouse, employee/children and \$365/month for a family plan for the 2018-2019 school year will be paid for health insurance. Cash in lieu of insurance will not be an option.
- C. The health insurance pool will be available to the following employees/employee groups: Classroom teachers, Administrators, full-time Custodians, Technology Coordinator, School Nurse, Transportation Coordinator, District Office Personnel, Parents as Teachers Coordinator, Home School Specialist, and School Counselors and any classified staff that works 30 hours or more each week.

ARTICLE XXV

CALENDAR

- A. Teachers will be contracted for 184 days for the 2018-2019 school year only.
- B. The USD 239 Board of Education maintains the authority to develop a calendar with up to 188 teacher contract days in future years. The need for said number of contract days will be contingent on the need for in-service, student contact times, or issues arising from state and federal mandates (i.e. College and Career Ready Standards, additional training and/or time for implementation for the McREL evaluation system, assessment needs, and development of new state accreditation model).
- C. NOCTA and USD 239 Board of Education will develop a calendar to be approved at the February board meeting.

ARTICLE XXVI

403(B)

USD 239 will implement a 403(b) plan with Security Benefit. This is to take place beginning with the 2008-2009 school year. The basics of the plan are as follows:

1. Amount
 - a. Employer will match up to Sixty Dollars (\$60.00) per month per teacher.
2. Vesting
 - a. End of Year 1 = 0
 - b. End of Year 2 = 0
 - c. End of Year 3 = 0
 - d. End of Year 4 = 0
 - e. End of Year 5 = 100%

(Teachers that are eligible to retire within five (5) years of the 2008-2009 school year will be fully vested from the first contribution and match going into the plan.)
3. Both employer match and the employee contributions will be vested with Security Benefit with the ability to manage their account in accordance with any of the 50+ investments offered.
4. Any fees associated with the plan will be paid by the district.

ARTICLE XXVII

DEATH OR INCAPACITATED CLAUSE

- A. Beginning the eleventh (11th) year of employment in USD #239, if a teacher passes away during the school year, the spouse of the teacher shall receive the remainder of the deceased teacher's teaching contract for the school year in which the teacher passes away.
- B. Beginning the eleventh (11th) year of employment in USD #239, if a teacher becomes incapacitated and is unable to return to their teaching duties, said teacher shall receive the remainder of their teaching contract for the school year in which they become incapacitated. All sick leave and leave available through the sick leave bank must be utilized before this clause becomes effective.

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RECORD OF AGREEMENT

NORTH OTTAWA COUNTY TEACHERS' ASSOCIATION

BY: /s/ Kathryn B. Shaft 8/20/18
CHIEF NEGOTIATOR DATE

BY: /s/ Kathryn B. Shaft 8/20/18
ASSOCIATION PRESIDENT DATE

UNIFIED SCHOOL DISTRICT 239 BOARD OF EDUCATION

BY: /s/ Brigitte Nelson 8/20/18
CHIEF NEGOTIATOR DATE

BY: /s/ Brigitte Nelson 8/20/18
BOARD PRESIDENT DATE

2018-2019 TEACHER CONTRACT

TEACHER CONTRACT

U.S.D. 239

NORTH OTTAWA COUNTY

This contract made and entered into this 31st day of July 2018, by and between the Board of Education of Unified School District 239, North Ottawa County, State of Kansas, hereinafter called the “**Board**” and «employee_name» called the “**Teacher**”.

The parties hereto agree that the Teacher shall be employed by the Board as an employee of said Unified School District No. 239, North Ottawa County, Kansas, for the 2018-2019 school year as defined and scheduled by the Board, which shall include at least 183 duty days of teaching and other assignments as designated by the Board, including but not limited to USD 239 Teacher, at the salary of «total_contract» based upon the district salary schedule call for placement under Column «schedule_lane», Step «step» with «per_user_title_2» years of experience. The salary will be paid in twelve (12) equal installments payable on or before the fifteenth of each calendar month beginning on or about September 15, 2018.

The services to be performed by the Teacher hereunder shall be as determined and assigned by the Superintendent of Schools. The Board reserves the right to transfer or reassign the Teacher to any other school, or to any educational project or program of the school district for which the Teacher is qualified.

This contract is contingent upon the Teacher having a Kansas teaching certificate on file with the superintendent with respect to the position for which the Teacher is employed.

As a condition to entering employment, the Teacher is required to submit a certificate of health signed by a licensed physician, the expense thereof to be borne by the Teacher as provided by K.S.A. 1979 Supp. 72-6266.

In the event the employment of the Teacher hereunder shall be terminated for any reason prior to the expiration of the school year, the salary as specified shall be adjusted and paid on the basis of an amount which together with the compensation heretofore paid, shall be the same relationship to the total salary specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined and scheduled by the Board.

This contract is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments thereto or supplements thereto respectively.

The Teacher shall comply with the laws of the State of Kansas and the policies, rules and regulations of the Board made thereunder.

WITNESS OUR HANDS on the day and year first above written.

UNIFIED SCHOOL DISTRICT NO. 239
Ottawa County, State of Kansas

By _____
President, Board of Education

«employee_name»

Attest:

Clerk, Board of Education

USD 239 NORTH OTTAWA COUNTY

2018 - 2019 SALARY SCHEDULE

	BS+0	BS+15	BS+30	BS+45	BS+60	BS75/MS	MS+15	MS+30	MS+45
1	34250	34950	35650	36350	37050	37750	38450	39150	39850
2	34850	35550	36250	36950	37650	38350	39050	39750	40450
3	35450	36150	36850	37550	38250	38950	39650	40350	41050
4	36050	36750	37450	38150	38850	39550	40250	40950	41650
5	36650	37350	38050	38750	39450	40150	40850	41550	42250
6	37250	37950	38650	39350	40050	40750	41450	42150	42850
7	37850	38550	39250	39950	40650	41350	42050	42750	43450
8	38450	39150	39850	40550	41250	41950	42650	43350	44050
9	39050	39750	40450	41150	41850	42550	43250	43950	44650
10	39650	40350	41050	41750	42450	43150	43850	44550	45250
11		40950	41650	42350	43050	43750	44450	45150	45850
12		41550	42250	42950	43650	44350	45050	45750	46450
13		42150	42850	43550	44250	44950	45650	46350	47050
14		42750	43450	44150	44850	45550	46250	46950	47650
15		43350	44050	44750	45450	46150	46850	47550	48250
16		43950	44650	45350	46050	46750	47450	48150	48850
17		44550	45250	45950	46650	47350	48050	48750	49450
18		45150	45850	46550	47250	47950	48650	49350	50050
19		45750	46450	47150	47850	48550	49250	49950	50650
20		46350	47050	47750	48450	49150	49850	50550	51250
21		46950	47650	48350	49050	49750	50450	51150	51850
22		47550	48250	48950	49650	50350	51050	51750	52450
23		48150	48850	49550	50250	50950	51650	52350	53050
24		48750	49450	50150	50850	51550	52250	52950	53650
25		49350	50050	50750	51450	52150	52850	53550	54250
26			50650	51350	52050	52750	53450	54150	54850
27			51250	51950	52650	53350	54050	54750	55450
28			51850	52550	53250	53950	54650	55350	56050
29			52450	53150	53850	54550	55250	55950	56650
30			53050	53750	54450	55150	55850	56550	57250
31				54350	55050	55750	56450	57150	57850
32					55650	56350	57050	57750	58450
33						56950	57650	58350	59050
34						57550	58250	58950	59650
35							58850	59550	60250

USD 239 NORTH OTTAWA COUNTY 2018-2019 Supplemental Salary Schedule

2008-09 Rate of Increase 4%

		Supplemental Category									
		I	II	III	IV	V	VI	VII	VIII	IX	X
Step - Years of Experience	1 Base	416	541	636	832	1,082	1,406	1,622	2,163	2,808	3,245
	2 1.02	424	552	649	849	1,103	1,434	1,655	2,206	2,864	3,310
	3 1.04	433	562	662	865	1,125	1,462	1,687	2,250	2,920	3,375
	4 1.06	441	573	675	882	1,146	1,490	1,720	2,293	2,976	3,439
	5 1.08	449	584	687	899	1,168	1,519	1,752	2,336	3,033	3,504
	6 1.10	458	595	700	915	1,190	1,547	1,785	2,380	3,089	3,569
	7 1.12	466	606	713	932	1,211	1,575	1,817	2,423	3,145	3,634
	8 1.14	474	617	726	948	1,233	1,603	1,850	2,466	3,201	3,699
	9 1.16	483	627	738	965	1,255	1,631	1,882	2,509	3,257	3,764
	10 1.18	491	638	751	982	1,276	1,659	1,914	2,553	3,313	3,829
	11 1.20	499	649	764	998	1,298	1,687	1,947	2,596	3,370	3,894
	12 1.22	508	660	777	1,015	1,320	1,715	1,979	2,639	3,426	3,959
	13 1.24	516	671	789	1,032	1,341	1,744	2,012	2,682	3,482	4,024
	14 1.26	524	681	802	1,048	1,363	1,772	2,044	2,726	3,538	4,088
	15 1.28	532	692	815	1,065	1,384	1,800	2,077	2,769	3,594	4,153
	16 1.30	541	703	827	1,082	1,406	1,828	2,109	2,812	3,650	4,218
	17 1.32	549	714	840	1,098	1,428	1,856	2,142	2,855	3,707	4,283
	18 1.34	557	725	853	1,115	1,449	1,884	2,174	2,899	3,763	4,348
	19 1.36	566	735	866	1,132	1,471	1,912	2,206	2,942	3,819	4,413
	20 1.38	574	746	878	1,148	1,493	1,940	2,239	2,985	3,875	4,478
	21 1.40	582	757	891	1,165	1,514	1,969	2,271	3,028	3,931	4,543
	22 1.42	591	768	904	1,181	1,536	1,997	2,304	3,072	3,987	4,608
	23 1.44	599	779	917	1,198	1,558	2,025	2,336	3,115	4,044	4,673
	24 1.46	607	790	929	1,215	1,579	2,053	2,369	3,158	4,100	4,737
	25 1.48	616	800	942	1,231	1,601	2,081	2,401	3,202	4,156	4,802

I	Summer Weight Room Supervision, Art Club, Co NHS Sponsors	II	5-6 Music, 7-8 Music, JH Stuco Sponsor	III	HS Co Stuco Sponsor
IV	HS Play Assistant Director, JH Quiz Bowl, HS Accompanist Jr High Yearbook	V	HS Musical Assistant Director, 9-12 Music, Science Club, Spring Play	VI	JH Assistant HS Play Director, Computer Room FCCLA, Yearbook
VII	JH Cheerleading Sponsor, Show Choir, HS Musical Director, Science Olympiad, Asst. Weight Room Supervision	VIII	JH Head Coaches, HS Head Golf Coaches, HS Head X/C Coach, HS Assistant Coaches, HS Quiz Bowl Year Weight Room Supervision HS Head Cheerleading Sponsor	IX	Forensics, Debate, FFA
X	HS Head Coaches, District Band Director 7-12 Cross Country				

Flat Rate Supplemental	
VEII	400
Prom Decorations	400
Junior Class Head Sponsor	800
Senior Class Head Sponsor	800
Junior Class Asst. Sponsor	400
Senior Class Asst. Sponsor	400
Concessions @ MHS	1,280
Concessions Sponsor	1,500

EVENT SUPERVISION	
HS Football/Wrestling Home	15
HS Football/Wrestling Away	30
HS Volleyball/Basketball Home	20
HS Volleyball/Basketball Away	35
HS Saturday All Day Tournaments	45

APPENDIX A

Appendix A			
Professional Development (Points/Pay) USD 239 -SY 2000-2001			
(BOE Approved on 9-11-00)		(Amended: BOE Approved on 2-12-01)	
Activity	Pay	PDC Points (Recertification)	Salary Movement Points
Site Council	No	Yes	No
ACCK	No	Yes	No *1
SMART	No	Yes	No *1
Computer Training	No *2	Yes	No
PDC	Yes	No	No
Textbook Committee	No	No	No
NCA	Yes	Yes	Yes (College Credit Only)
NCA Presenter	Yes *3	Yes	No
Salary Committee	No	No	No
Technology Committee	No	No	No
OWLS	No	Yes	No
Insurance Committee	No	No	No
Interview Committee	No	No	No
Curriculum Committee	Yes *4	Yes	No
Science Olympiad	Yes *5	Yes *6	No
First Aid/CPR	No *7	Yes	No
Travel	No	Yes	No
Mentor Teacher	No *8	10 pts-Set amount	No
Cooperating Teacher	No	Point per day	No

PDC/POINTS PAY

PDC Points/Pay
SY 2000-2001
2/15/01

- *1 District will pay for registration, mileage and/or meals for ACCK & SMART conferences.
- *2 Computer Training-Pay if administrator requests the training for faculty and it is in the "off-contract" hours. Pay for trainers regardless of time of the training/presentation.
- *3 NCA Presenter/Other Presenters-Pay for trainers regardless of time of the training/presentation.
- *4 Curriculum Committee(s) – these committees are those committees established by the district or building administrator to address specific curriculum issues. (Example = CRT committee, Problem Solving Committee, etc.) Check with your building principal if you are uncertain the committee in question is a paid curriculum committee.
- *5 Science Olympiad-Paid as per negotiated agreement (Supplemental contract)
- *6 Science Olympiad – recertification points only for valid Science Olympiad training.
- *7 First Aid/CPR – Pay for the trainer.
- *8 Mentor Teacher-10 pts per year when a teacher serves as a mentor teacher for a teacher new to USD 239.

Rate of Pay for Committee Work/Making Presentations

The rate of pay for committee work and making presentations (at building principal request) is \$9.00 per hour. (Presenters should also "log" time for presentation preparation.)

All committee work and meetings must have prior approval of the building principal(s) with their signature on time sheets and turn them into the district office the first of each month.

Request for College Hours

All requests for credit for college hours should be directed to the district office. The PDC committee will no longer be involved in approving requests for college credit. Acceptance or denial of a request for college hours is the responsibility of the superintendent. Please direct all questions regarding credit for college hours to the superintendent. (Request forms for college credit are available in each building, check with your principal.)

If you have questions regarding the PDC point system, please visit with your building PDC representative. If you have questions regarding paid committee work, please visit with your building principal. If you have questions regarding college hour credit and PDC points for salary movement, please visit with your supervisor.

Request for Salary Movement for Workshops

As per the negotiated agreement, teachers will be granted salary movement for workshops they pay for and attend on off contract time. ("Credit on the district salary schedule will be granted only if such credit has not been obtained through any training paid for in whole or in part by the district by granting one college hour for each twenty points earned as described in the local in-service plan.")

If a teacher plans to attend a workshop with the intent to use it for salary movement, the superintendent must give prior approval. Workshops that are taken during contract time may not be used for salary movement.