

2022-2023

# USD 426 Negotiated Agreement

**2022-2023**  
**Negotiated Agreement**

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## NEGOTIATED AGREEMENT

### **Article I**

#### **Recognition**

The Board of Education will agree to give recognition to the association (members of KNEA through our local association, PVES) for all teachers in the bargaining unit and will bargain with the association over wages, hours, terms and conditions of employment.

### **Article II**

#### **Association Representative**

An official delegate of the P.V.E. A. shall be granted the time off to represent his or her local association at the sectional or State Delegate Assembly. The building Principal shall be notified at least 5 school days prior to the action, unless sickness necessitates a change of delegates. A substitute shall be paid for by the board to allow one day.

An official delegate of the P.V.E.A. shall be granted time to attend the board meetings held during the school day providing the Association with the help of the building principal to cover classes in-house.

### **Article III**

#### **Section I**

##### **Payroll Deduction**

The Board of Education will deduct the membership fees, tax sheltered annuities and health insurance payments from the checks of district employees who sign the proper form each year which will be provided by the district.

#### **Section II**

##### **Health Insurance Carrier**

The Board reserves the right to change Health Insurance carrier, or select the coverage, because of the current plan being canceled or the premium becomes so high that it is not affordable by the group members involved. (updated 6-8-20)

### **Article IV**

#### **Access to Information**

All legal and reasonable material needed to develop intelligent and accurate programs or to process any grievance or complaint will be furnished to the association by the Board upon a request to the Superintendent within a reasonable time limit.

### **Article V**

#### **Lesson Plans**

Individual lesson plans will be developed by the teachers as assistance in planning and available for a substitute. Teachers will be required to turn lesson plans into the building Principals. They may not be used for evaluation purposes.

## **Article VI**

### **Section I**

#### **Paid Leave**

The Board will grant twelve days of leave to a staff member at the beginning of each school term. Of the twelve days, three will be designated discretionary/personal leave, and the remainder would be toward the staff member's ongoing sick leave total. The three days per year of discretionary/personal leave may be used at the discretion of the teacher to conduct personal business which cannot be reasonably conducted during the hours when school is not in session or for professional improvement for any educational purposes.

Teachers may gain one additional day of personal leave by forfeiting two sick leave days. **A teacher that has finished their third year in USD 426 may use this provision.**

Teachers shall properly file a form of notification in advance of temporary leave for personal business. Teachers shall neither take temporary leaves for personal business on the days immediately before or after Board-adopted non-working days nor during the first and last weeks of the school year except in cases of emergency when authorized by the **Building Principal and Superintendent.**

## **Article VII**

### **Sick Leave**

The Board will provide each teacher with twelve days of leave per school term. Three of which will be designated discretionary/personal leave and the remaining nine as sick leave with 75 days accumulative.

**Bereavement Leave is paid leave in the event of the death of a member of the family covered in sick leave. Bereavement leave is limited to up to five days per occurrence for these family members: spouse, child, parent, grandchild, grandparent, sibling, mother or father-in-law, son or daughter-in-law, brother or sister-in-law, or any other dependent person making his/her home with the employee. In the event of a death of persons not listed previously, the equivalent of two workdays of accumulated sick leave may be taken to attend the funeral subject to prior approval of the building principal and superintendent. Bereavement leave will be deducted from available sick leave days that an employee has.**

One flexible day may be utilized for purposes such as non-family funeral if regular personal leave days have been fully utilized. Teachers are to be reimbursed at the rate of \$30.00 per day for any unused sick leave accumulated over the maximum of 75 days. The maximum reimbursement is \$250.00 per teacher per year.

The Board will pay the educator who retires with 70 or more days accumulated in unused sick leave of \$50.00 per day payable upon retirement.

## **Article VIII**

## **Sick Leave Bank**

### **Section I**

At the beginning of the 2005-2006 school term and each school term thereafter, the board shall accept donations of days into a district wide sick leave bank. Each full time staff member will be allowed to donate one day each school term to the sick leave bank. The maximum number of days allowed in the sick leave bank will be 90 days.

### **Section II**

Staff wishing to donate one day of their sick leave to the bank shall do so by filing a form with the Clerk of the Board by the end of August each school term. The Clerk of the Board will maintain proper records of such donations.

### **Section III**

Only those employees that donate into the sick leave bank will be eligible to withdraw from the bank. Requests to withdraw from the sick leave bank shall be made to the building principal. The building principal will then take the request to the sick leave committee. The sick leave committee for the Elementary will consist of the Elementary Principal, Jr/Sr High School Principal, and one high school teacher in the association. The High School committee will consist of the Jr/Sr High School Principal, Elementary Principal, and one teacher from the Elementary in the association. Each application of withdrawal from the sick leave bank shall be for blocks of five days at a time. The maximum number of days to be granted to an individual employee is ten days per school term, unless the committee approves more in an emergency.

### **Section IV**

Following every two-year cycle, the sick leave bank could feasibly be at the maximum of 90 days. If that is the case, one day of sick leave shall be granted back to those employees who donated to the sick leave bank, therefore allowing new staff an opportunity to donate a sick day to the bank at the beginning of the next school term.

## **Article IX**

### **School Day**

The Teacher may use his/her preparation time in the building as he/she sees fit. Teachers will not be required to substitute on their only free preparation period. If at all possible, a substitute teacher will be hired. A lunchroom monitor is to be assigned at the Elementary to insure that each teacher has a duty free lunch period.

## **Article X**

### **Student Discipline**

When, in the judgment of a teacher, a pupil is seriously disrupting the instructional program to the detriment of other pupils, the teacher may remove the pupil from their class. The teacher will instruct the pupil to report immediately to the appropriate supervisor or administrator. Following the decision to remove the pupil the teacher will advise the Principal of the action immediately and will furnish full particulars which led to the decision. Appropriate written records of such removals shall be maintained by the Principal and teacher and shall be available to the parties upon request.

## **Article XI**

### **Section I**

### **Grade Marking Period**

The grade marking period shall be nine (9) week sessions with down-slips sent to the parents after four weeks and any time thereafter.

### **Section II**

#### **Grading Day**

The Board will grant 1/3 day for professional staff at the end of Quarter 1, 2, 3, and 4 as a record day to adequately grade their students.

### **Section III**

**Grading State Assessments:** In the event that classroom teachers have the assignment of grading State Assessment Tests, they shall have the option of having a substitute teacher replace the regularly assigned teacher in the classroom for the time required to grade such tests. The teacher and the Building Principal are to cooperatively determine the time required. The substitute teacher is to be assigned by the building principal.

### **Article XII**

#### **Changes in Assignment**

A teacher's assignment may be changed by the administration or the Board of Education. Prior to the change, the administrator will consult with the teacher regarding the teacher's wishes. The teacher shall have the right to consult with the Board. At the high school level, teachers will normally be scheduled for a preparation period and teaching assignments or other educational duties as established by the principal.

### **Article XII**

#### **Evaluations**

Evaluations should follow the procedures set out in the Evaluating Professional Performance Handbook.

### **Article XIV**

### **Section I**

#### **Grievance Procedure**

##### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may result from interpretation of the negotiated agreement. Both parties agree that these proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure.

##### **B. Definition**

1. Grievance shall mean a complaint by a teacher or group of teachers based on an alleged violation of their right to fair treatment, misinterpretation or misapplication by the district of a negotiated contract or agreement, a board policy, administrative regulation or practice affecting conditions of employment.
2. Grievant shall mean an employee of the Pike Valley U.S.D. 426, Republic County, Kansas having a grievance.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the time limitations specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limitations specified may, however, be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in the Grievance Procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Level 1. A grievant shall first take up his grievance with his immediate administrative superior in private informal conference(s). In the event the aggrieved person is unsatisfied, within (5) days the grievant shall notify his immediate administrative superior of his decision to proceed to Level 2. Every effort shall be made to adjust the grievance in an informal manner. Before proceeding to Level 2, the Principal must be made aware that the teacher is going to file a grievance with the Superintendent.

Level 2. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level 1, an informal conference will be held between teacher and Superintendent.

Level 3. If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within (10) school days, then the grievant may appeal the grievance to the Board of Education in writing for the purpose of final judgment. The Board of Education shall, within (10) school days after receipt of the request, meet and confer with the grievant and render a decision.

D. Supplemental Conditions

1. Upon the final determination of the grievance, the documents, communications and records, excepting a record of the grievance of the final adjustment thereof, and excepting records required by law to be kept and maintained, shall be destroyed.
2. At each step of the procedure the grievant may be accompanied by a representative of his choice excluding legal representation.
3. All grievance hearings shall be confidential.
4. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
5. If, in the judgment of the grievance committee, a grievance affects a group or class of teachers, the grievance committee may initiate and submit such grievance to the Superintendent and commence processing the grievance at Level 2.
6. No instructor shall be subject to reprisal or discrimination by reason of his participation in the Grievance Procedure.

**Article XV**

**Section I**

**Contract Year**

The normal contract year shall not exceed 183 days. Contract days may be used for such activities as instruction, curriculum study, orientation, in-service, parent conferences, teacher preparation and



check-out as determined and scheduled by the Board. The Board retains the right to modify or change the use of contract days to meet the needs of the district.

## **Section II**

### **Duty Day**

The normal duty day shall be seven hours and thirty-five minutes including lunch period, from 7:55 a.m. to 3:30 p.m. Additional time for faculty meeting, school improvement, staffings, IEP's and other professional duties relating to student achievement and/or school improvement may be assigned at the discretion of the building principal. The Board shall have the right to determine the number of teaching periods and the length of each period within the normal duty day. Any changes will be discussed with the teachers prior to implementation of the change.

*Teachers who sub during their plan period will be paid \$12 per period. Point of clarification- If a teacher has a period where they are not assigned students, in addition to a designated planning period, the teacher will not be paid for subbing during their plan because they had another unassigned period on that school day. (6/13/2016)*

Salary movement to a different column shall be based on college hours as shown by the transcript on file in the Superintendent's office. Additional hours must be earned after the granting of the last degree and must be in the teacher's Major or Minor field or approved in advance by the Superintendent. A new contract will be issued and credits given for additional college hours if the new transcript is filed in the Superintendent's office on or before September 1 of the contract year.

## **Section III**

### **In-service Points**

In-service points may be counted as college hours for salary movement at a rate of 20 hours of approved in-service equal to one college hour. The in-service points may be used for column movement using the following guidelines:

- ^ Bachelor Degree  
One-half of the hours may be in-service points
- ^ Masters Degree or above  
All must be graduate hours earned above the Masters Degree

The maximum number of in-service points that can be used for salary advancement is one hundred (100) points each year. All in-service points must be earned after the granting of the teacher's last degree.

## **Section IV**

### **Paying Above Schedule**

The Board of Education may at its discretion pay salaries above the schedule to staff members who: 1) perform duties above and beyond the normal teacher load; or 2) hold positions, that supply and demand requires higher salaries, to promote the general welfare of the school system. Initial placement on the salary schedule shall be based on the Superintendent's evaluation of the prior experience and education of the new teacher. Placement on the salary schedule may allow more or less than actual experience and/or education. The determination will be made at the time of the offer of employment.

## **Article XVI**

## **Section I**

### **Defined Benefits**

The board will pay in addition to salary, a fringe benefit for full-time certified teachers in the amount of up to \$500 per month toward the single-group health insurance benefit per month. At age 65, the teacher will move to Medicare Health Insurance supported by the district reimbursing up to \$500 per month toward the amount of the premium per month while the teacher remains in the teaching assignment. (6/13/2016) (updated 6-8-20)

The benefit amount shall be applied to the group health benefits and carrier as selected by the board. The fringe benefit amount shall be applied to the purchase of the board's group health plan and may not be taken as cash or any other benefit. Upon termination or nonrenewal of the teacher's contract of employment for any reason, all board payments of fringe benefits shall terminate on the date employment with the district ceases.

Any insurance refunds shall first be used to reduce the cost of future insurance premiums. If, for any reason, the district receives a cash refund for group health insurance, the amount of refund shall be distributed to the participating employees (including employees not subject to this agreement) and the Board in proportion to the contribution of each. Any payroll deduction or salary reduction amount shall be considered employee contributions. Any amount paid as a denied benefit shall be Board contribution. The employees entitled to a distribution shall be those employees participating in the district plan in the year the refund is actually received by the district.

## **Section II**

### **Salary Reduction**

The board shall establish a salary reduction fringe benefit plan to comply with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each teacher to execute a salary reduction agreement within (10) ten days of the beginning of the contractual obligations to cover all premiums for the employees selected benefits. Once the annual allocation for each selected benefit is made, the only change which will be allowed is as a result of a change in family status as provided by federal statute or regulations

Each teacher executing a salary reduction agreement for elected benefits may allocate an annual sum not to exceed the cost of the benefits selected to be used for the purchase of:

1. Health/Medical Insurance
2. Salary Protection Insurance
3. Group Term Life Insurance (\$50,000.00 maximum)
4. Cancer Insurance
5. Medical Reimbursement
6. Dependent Care Reimbursement

Any unexpended money committed by the election of the teacher for any of the salary reduction benefits that may remain at the end of the plan year shall revert to the Board of Education.

## **Article XVII**

### **Reduction in Force**

If the board decides that the size of the teaching staff must be reduced, guidelines in the following rule or the negotiated agreement shall be followed. The number of teaching positions to be reduced shall be

in accordance with the educational goals established by the board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals in determining which teachers will be non-renewed due to reduction in force.

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

- ^When possible, reduction of staff shall be accomplished by attrition due to resignations and retirement.
- ^Tenured teachers shall be retained over non-tenured teachers.
- ^Certifications, qualifications and experience in the positions should be considered.
- ^Longer length of continuous service in the district is given preference
- ^Teaching performance as indicated by the written evaluations.

### **Recall**

If a teacher's contract is non-renewed because of elimination of position, that teacher's name will be considered for a period of one (1) year. If a teaching position becomes available in the one year period, for which they are certified and qualified, then the released teacher will be notified in writing of the teaching opening. If rehired within the two-year period, a teacher will receive credit for unused sick leave accrued prior to the teacher's non-renewal. For determining salary upon rehire, and subject to approval of the Board, the teacher shall be placed on the salary scale of the negotiated agreement applicable at the time of RIF.

## **Article XIX**

### **Retirement Benefit**

A retirement benefit will be given to teachers who qualify using the following criteria.

- 1) The teacher must be on our school insurance for at least the past seven consecutive years.
- 2) If they have 25 years of service at Pike Valley, they will receive 1 year of what the board pays toward insurance. If the teacher is age 65, then the district would reimburse the individual for the 1 year for their Medicare Premium per month. (updated 6-8-20)
- 3) If they have 35 years of service at Pike Valley, they will receive 2 years of what the board pays toward insurance. If the teacher is age 65, then the district would reimburse the individual for the 2 years for their Medicare Premium per month. (updated 6-8-20)

## **Article XX**

### **TEACHER ASSISTANCE PLAN**

The Teacher Assistance Plan is our process to respond to performance concerns of teachers. Skill issues would likely start out at Level 1. Higher level incidents and events would / may start at Levels 2 or 3. The goal is to provide clarity and support that will result in a successful conclusion, ideally that conclusion is improved practice that supports the teacher and their students.

### **Procedures and Documentation**

The process for requesting support through this plan is outlined below. While the plan lists several options and possible participants, it should be noted that it represents suggested guidelines only and therefore it may not be necessary in all cases to progress through each level. Depending on the circumstances, the District retains the flexibility and discretion to administer appropriate corrective action, up to and including termination.

## **LEVEL 1 – SUPPORT** Naming Concerns, Intentional Conversation, Heads-up, Lightly Documented

### Administrator Role:

1. Define the issue(s)
2. Determine what improvement / progress will look like
3. Layout plan on how improvement / progress will be assessed
4. Identify resource(s) for improvement / progress
5. Set timeline for improvement / progress

### Teacher Role:

1. Participate in the discussion (asking questions, assist in development of plan)
2. Avail themselves of resources offered

### Documentation:

1. Name the issue(s)
2. Describe what improvement / progress will look like
3. Describe how improvement / progress will be assessed / measured
4. Suggest resource(s) for improvement / progress
5. Set timeline for improvement / progress
6. Check off given the resource sheet for assistance plan

**LEVEL 2 – REMEDIATION** Clearly defining expectations and providing intensive support and feedback. This is a more intensive level of support and involves more individuals in the development and implementation of the corrective plan.

### Administrator and District Level Role:

1. Define the issue(s)
2. Additional participation by teacher mentor
3. Determine what improvement / progress will look like
4. Layout plan on how improvement / progress will be assessed
5. Identify resource(s) for improvement / progress
6. Set timeline for improvement / progress

### Teacher Role:

1. Participate in the discussion (asking questions, assist in development of plan)
2. Avail themselves of resources offered

### Documentation:

1. Name the issue(s)
2. Describe what improvement / progress will look like
3. Describe how improvement / progress will be assessed / measured
4. Suggest resource(s) for improvement / progress
5. Set timeline for improvement / progress
6. Check off given the resource sheet for assistance plan

**LEVEL 3 – FINAL RESOLUTION(S)** Finalizing decisions- Performance Improvement, or Termination. Regular meetings are held to discuss progress and future directions. Board involvement is key during this level.

Board and Administrator Level Role:

1. Define the issue(s)
2. High level involvement and top level interventions
3. Determine what improvement / progress will look like
4. Layout plan on how improvement / progress will be assessed
5. Identify resource(s) for improvement / progress
6. Set timeline for improvement / progress

Teacher Role:

1. Participate in the discussion (asking questions, assist in development of plan)
2. Avail themselves of resources offered Resolution(s)

Resolution: At the end of the process could include termination, leave, reassignment, exiting the Teacher Assistance Plan or moving to a lower level.

2022-23							
Steps	BS	BS + 10	BS + 20	BS + 30	MS	MS + 15	MS + 30
0	38300	38855	39410	39965	41465	42020	42575
1	38665	39220	39775	40330	41830	42385	42940
2	39030	39585	40140	40695	42195	42750	43305
3	39395	39950	40505	41060	42560	43115	43670
4	39760	40315	40870	41425	42925	43480	44035
5	40125	40680	41235	41790	43290	43845	44400
6	40490	41045	41600	42155	43655	44210	44765
7	40855	41410	41965	42520	44020	44575	45130
8	41220	41775	42330	42885	44385	44940	45495
9	41585	42140	42695	43250	44750	45305	45860
10		42505	43060	43615	45115	45670	46225
11		42870	43425	43980	45480	46035	46590
12		43235	43790	44345	45845	46400	46955
13		43600	44155	44710	46210	46765	47320
14		43965	44520	45075	46575	47130	47685
15		44330	44885	45440	46940	47495	48050
16		44695	45250	45805	47305	47860	48415
17		45060	45615	46170	47670	48225	48780
18		45425	45980	46535	48035	48590	49145
19		45790	46345	46900	48400	48955	49510
20		46155	46710	47265	48765	49320	49875
21		46520	47075	47630	49130	49685	50240
22		46885	47440	47995	49495	50050	50605
23			47805	48360	49860	50415	50970
24				48725	50225	50780	51335
25						51145	51700