

Final
Copy

Master Contract

An agreement between

USD 288 Board of Education

and

***The Education Association of Central Heights
(T.E.A.C.H.)***

for the years

2018-2019

&

2019-2020

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MASTER CONTRACT
2018-2019 & 2019-2020

PREAMBLE

This master agreement is made and entered into as of the 26th day of September, 2018, by and between THE BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT #288, hereinafter referred to as the "Board", and THE EDUCATION ASSOCIATION OF CENTRAL HEIGHTS, hereinafter referred to as the "Association" or "T.E.A.C.H." for the term of July 1, 2018 through June 30, 2020.

WHEREAS, the Legislature of the State of Kansas has established a procedure for professional employees employed within the school districts of the State of Kansas to organize and to select a representative for the purpose of professional negotiation, and the majority of the teachers within the school district have designated the Association as their representative for professional negotiations; and

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of Unified School District #288 is their mutual desire and that the character of such education depends upon the quality of the teaching staff; and

WHEREAS, it shall be the mutual aim of the parties of this agreement to improve the quality of education in USD #288; and


WHEREAS, representatives of the Board have met with representatives of the Association and both parties have negotiated in good faith the terms and conditions of professional services; and

WHEREAS, this master agreement shall be made a part of the individual contracts of the teachers of Unified School District #288 with the same force and effect as though fully set forth therein.

It is, therefore agreed;

DATE


BOARD PRESIDENT


BOARD REPRESENTATIVE


T.E.A.C.H. PRESIDENT

T.E.A.C.H. REPRESENTATIVE

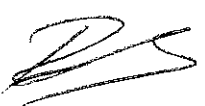


ARTICLE I
DEFINITIONS

1. *ADMINISTRATION*: All persons employed by the Board in positions requiring an administrative licensure by regulation of the State Department of Education in the current Licensure Handbook.
2. *ASSOCIATION*: The teachers' organization of Unified School District No. 288, Franklin County, Kansas; known as T.E.A.C.H.; affiliated with Kansas-National Education Association and National Education Association.
3. *BASE*: A negotiated sum from which the salary schedule is built.
4. *BOARD*: The Board of Education of Unified School District No. 288, Franklin County, Kansas.
5. *DAYS*: Except when otherwise indicated, days shall mean calendar days.
6. *DISTRICT*: Unified School District No. 288, Franklin County, Kansas.
7. *DUTY DAY*: Any calendar day or part of a day in which teachers are required to be on duty. The length of any duty day shall not exceed the length of the regular school day defined in Article XIV.
8. *EMPLOYEE*: The terms "employee" and "teacher" may be used interchangeably but shall mean the same.
9. *SUPERINTENDENT*: Superintendent of Schools of Unified School District No. 288, Franklin County, Kansas
10. *T.E.A.C.H. ORGANIZATION*: The Education Association of Central Heights
11. *TEACHER*: Any certified or licensed employee contracted under Article XVIII except administrators or employees working after accessing KPERS retirement benefits. – Reference K.S.A. 72-5413 (Neg. 17).
12. *KPERS*: Kansas Public Employees Retirement System (Neg. 02)
13. *INSERVICE / PROFESSIONAL DEVELOPMENT DAYS*: Inservice/professional development and staff development shall include any planned learning opportunities provided to licensed personnel employed by a school district or other authorized educational agency for purposes of improving the performance of these personnel in already held positions, including teacher collaboration time. (Neg. 18)
14. *WORK DAY*: A designated day to grade papers, work in the classroom, prepare lesson plans, and other necessary activities that the teacher has planned. No meetings may be required by the administration. (Neg. 18)

ARTICLE II
GENERAL PROVISIONS

1. **MAINTENANCE OF STANDARDS**. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement, as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during terms of this Agreement.



2. **SAVINGS CLAUSE.** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and Association shall enter at the next annual negotiations period into negotiations to replace or delete any provision found to be contrary to law.
3. **REPRODUCTION OF AGREEMENT.** Copies of this agreement will be accessible electronically within thirty days after the agreement is signed and available online to all teachers now employed, hereafter employed, or considered for employment by the Board. (Neg. 08)
4. **REOPENING CLAUSE.** In the event any increase in salary and/or fringe benefits as set forth in this agreement cannot be paid in exact accordance with the terms of this Agreement because of mandated wage control legislation, executive order or regulation, the parties agree to reopen this agreement for good faith negotiations with respect to such matters.
 - a. If the base state aid per pupil being \$4302 as approved by the 2018 Legislature is not fully funded, or if the 2019 Legislature increases the base state aid to more than \$4302, negotiations will occur for the 2019-2020 school year. (Neg. 19)

ARTICLE III
COMPENSATION: SALARY SCHEDULE AND ADMINISTRATION OF
SCHEDULE

1. The salary schedule which will be in effect for all teachers during the term of this contract is listed as Appendix A. (Neg. 18)
2. Proper placement on the salary schedule shall be made via official transcripts (or other reasonable evidence of college credit), or by recertification points. These shall be submitted by September 1. (If the college/university has not posted grades by this date, the employee will notify the district of the date they expect the grades will be posted.) Notice of intent to take summer classes, which will affect salary schedule placement, shall be given, in writing, to the central office by June 1. A reminder will be given to all teachers from the central office on or prior to May 10 of each contract year. Any errors in the placement on the schedule of the teacher's contract must be reported by the teacher within thirty (30) days of issuance of the teacher's contract. The district will not be required to make any adjustments after the thirty (30) day time period lapses until the following year. (Neg. 17)
3. Placement on the salary schedule will reflect hours gained either through approved undergraduate college hours, graduate college hours, or through



approved points earned in the Results-Based Staff Development Plan. State guidelines will be followed as to the number of points, which equal one semester hour of college. **The maximum allowable points are 20 Knowledge and Service to Profession points (Neg. 10)** plus unlimited Impact and Application points yearly toward horizontal movement. Service to Profession points would only apply if not compensated by hourly pay. There is no limit on college credit hours. Each teacher will be provided a Professional Development Transcript with the seal of the district annually (Neg. 05). This will be attached to the 1st July pay-stub. (Neg. 03)

4. Teachers will be paid on the first day of business each month and on or before the (Neg. 19)15th of the month. If the 15th falls on a weekend, national holiday or spring break, the previous Friday will be considered the payday.
5. Each teacher shall hold or be eligible to hold a valid Kansas license. This documentation must be presented to the clerk of the board for registration. No teacher may be legally paid until such documentation is received. (Neg. 03)
6. Rehired U.S.D. 288 KPERS annuitants will be taken off the salary schedule and will be paid with KPERS limitations. (Neg. 02)
7. Summer school teachers hired from the Central Heights Staff will be paid 5% of their current year salary; this salary is based on a standard contract without supplemental contract or extended contract pay. There are no tenure rights or seniority rights associated with summer school teaching positions. Building administrators will select summer school teachers for their buildings needs. Summer school positions will be offered to Central Heights staff if they have the required certifications or licenses; they are not required to teach summer school. If sufficient qualified staff needed for summer school cannot be recruited from current year Central Heights staff, teachers from outside the district can be hired. (Neg. 03)

ARTICLE IV **COMPENSATION: FRINGE BENEFITS**

HEALTH INSURANCE: The District will provide a full single health "Plan A" for all employees. Family plans (Employee + Spouse, Employee + Child, or Employee + Family) will be available, and the district will pay the employer portion of such options as designated by the health plan. If both spouses work for the district and it is mutually beneficial to both the employees and the district, a cash incentive agreement allowing the family to have one plan and one deductible, may be created at the election of both the district and the spousal employees. A high deductible Health Savings Account option will also be available, and the employer portion will be the amount designated by the health plan. (Neg. 19)

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

CAFETERIA PLAN: Each teacher may elect to participate in the district's dental insurance plan, vision insurance plan, unreimbursed medical expense plan, cancer insurance, salary protection insurance, life insurance, or any combination of these supplemental plans by contributing a portion of such teacher's monthly pay to a cafeteria plan. The district will not provide any funds toward participation in the cafeteria plan. Each teacher will be able to choose to obtain services from one or both of two companies for each insurance plan included in the cafeteria plan offerings pursuant to Section 125 of the IRS Code. (Neg. 08)

MASTER'S DEGREE STIPEND: (Removed Neg. 19)

ARTICLE V
COMPENSATION: SUPPLEMENTAL SALARIES

Percentages are based upon the individual's regular full time contracted salary. (Neg. 17)

ATHLETICS

Activities Director	12%	(Neg. 13)
Head H.S. Football Coach	10%	
Head H.S. Volleyball Coach	10%	
H.S. and M.S. Cross Country Coach	10%	(2015-16)
Head H.S. Wrestling Coach	10%	
Head H.S. Basketball Coach	10%	
Head H.S. Track Coach	10%	
Head H.S. Softball Coach	10%	
Head H.S. Baseball Coach	10%	
Head H.S. Spring Golf Coach	8%	
Assistant H.S. Football Coach	6%	
Assistant H.S. Volleyball Coach	6%	
Assistant H.S. Wrestling Coach	6%	
Assistant H.S. Basketball Coach	6%	
Assistant H.S. Track Coach	6%	
Assistant H.S. Baseball Coach	6%	
Assistant H.S. Softball Coach	6%	
H.S. Cheerleader Sponsor	10%	
H.S. Dance Team Sponsor	8%	
H.S. Spirit (Pep) Club Sponsor	3%	
M.S. Head Football Coach	\$1500	

M.S. Head Volleyball Coach	\$1500	
M.S. Head Basketball Coach	\$1500	
M.S. Head Wrestling Coach	\$750	
M.S. Head Track Coach	\$1500	
M.S. Cheerleader Sponsor	\$750	
M.S. Assistant Football Coach	\$1200	
M.S. Assistant Volleyball Coach	\$1200	
M.S. Assistant Basketball Coach	\$1200	
M.S. Assistant Track Coach	\$1200	
Summer Weights	\$1500	(Neg. 18)
Concession Stand Coordinator	8%	(Neg. 19)

2. ACADEMICS

Speech/Forensics	5%	
Debate	4%	(Neg. 04)
Drama/Play 2 Plays	7%	(Neg. 19)
1 Play	5%	(Neg. 19)
Musical Director	5%	(Neg. 19)
(1 musical director every other year maximum – Neg. 03)		
Yearbook/Newspaper	5%	
Robotics Coach, High School	5%	(Neg. 08)
FBLA Sponsor	4%	
FCCLA Sponsor	5%	
H.S. Scholar's Bowl	3%	
Student Council	5%	
Junior Class Sponsor (2 sponsors) (Neg. 19)	5%	(No additional hourly pay)
Senior Class Sponsor (2 sponsors)	2%	(No additional hourly pay)
Elementary Music	10%	(Neg. 05)
High School Music	15%	(Neg. 05)
National Honor Society	2%	
Key Club	2%	
M.S. Student Council	\$750	
M.S. Scholar's Bowl	\$750	

3. PROFESSIONAL SERVICE

District School Improvement Team (SIT) Chair	\$1250	(Neg. 18)
District SIT Member	\$750	(Neg. 18)
Professional Development Team Chair	\$1250	(Neg. 18)

ARTICLE VI COMPENSATION: EXTENDED CONTRACTS

Compensation for an extended contract will be computed by taking the person's appropriate salary from the salary schedule, dividing it by 9, then multiplying it

by the number of months in the extended contract. Extended contracts will be negotiated with each individual on an as-needed basis. (Neg. 17)

ARTICLE VII
COMPENSATION: PAY FOR COMMITTEE WORK PERFORMED OUTSIDE THE SCHOOL DAY

The Board of Education may approve or appoint committees, which deal with school issues. The Board may, at its discretion, offer to pay teachers who serve on such committees. Teachers who are approved or appointed by the Board of Education to serve on committees for pay will be compensated at the rate of \$20 per hour (Neg. 19) for all time served outside of the regular school day. No teacher can be required to serve on any committee for which the Board does not offer pay.

ARTICLE VIII
COMPENSATION: EXTRA DUTY PAY FOR EXTRA-CURRICULAR ACTIVITIES

1. All secondary teachers will attend high school graduation; this is not an extracurricular event. Teachers will be required to assist with a maximum of three unpaid educationally related activities that occur outside the regular school day. Examples are music events, enrollment and science fairs. Each building administrator will handle the sign-up for these activities. (Neg. 05)
2. The hourly rate for gatekeepers, chain gang, statisticians, scorekeepers, announcers, and clock operators will be \$9.50 per hour (Neg. 07).
3. Teachers who choose to be bus drivers will be paid \$13.00 per hour while driving and \$9.00 for nondriving time, providing that each driver will be paid a minimum of \$25.00 per round trip (Neg. 07). Time begins on departure and ends upon return to school. Teachers who are both a driver and a coach/sponsor will only receive driving compensation for actual driving time. (Neg. 18)

ARTICLE IX
COMPENSATION: PAY FOR LOSS OF PLANNING PERIOD (Neg. 19)

1. **Loss of Planning Period for Entire Year.** Teachers who consent to give up their planning period at the request of the administration to teach a class for an entire school year will be paid one seventh of the teacher's salary excluding fringe, supplemental and extra duty pay. (Neg. 08) This provision can also apply to



teaching an extra class before or after school. This will be administered as a supplemental contract.

2. Covering Other Classes

- a. **Covering for Absences NOT Created by Attendance at School Activities.** A teacher may voluntarily give up a planning period or part of a planning period in order to cover for a teacher who is absent for any reason other than the attendance of a school-related activity as a sponsor or coach only if advance approval is given by the building supervisor. Under this situation, no pay will be deducted from the absent teacher's salary or time deducted from accumulated leave, as long as the building supervisor gives approval in advance, and makes the arrangements, and the covering teacher does not request compensation for covering a class. If the teacher providing coverage for another teacher requests compensation pursuant to Paragraph 3 of this Article IX, Leave Time will be deducted from the absent teacher.
 - b. **Covering for Absences Created by Attendance at School Activities as a Sponsor or a Coach.** A teacher may voluntarily give up a planning period or part of a planning period in order to cover for a teacher who is absent in order to attend a school activity as a sponsor or a coach approved by the building supervisor. Under this situation, no pay will be deducted from the absent teacher's salary or time deducted from accumulated leave and the teacher providing coverage for the absent teacher shall be entitled to compensation mentioned in Paragraph 3 below upon meeting the conditions set forth in such paragraph.
 - c. **Combining of Classes to Cover for Absences in Emergency Situations.** The "doubling up", or combining of classes should be avoided, but may happen occasionally in emergency situations only if the building supervisor gives approval in advance and makes the arrangements. In these cases covering teachers will be compensated as stated in Paragraph 3 below upon meeting the conditions set forth in such paragraph. (Neg. 18) (Neg. 19)
3. Any teacher who consents to give up an occasional planning period at the request of the administration pursuant to the conditions set forth in this Article will be compensated at the rate of \$20 per hour, but only if such teacher requests said compensation in writing by submitting a properly completed Class Coverage Form to the district office within 15 days after the date of the absence.



ARTICLE X
TEACHER FILES

1. **OPEN TO TEACHER:** All material compiled in a teacher's official personnel file during the period of employment shall be open to the inspection of the teacher during normal business hours, and in the presence of the teacher, a representative of the Association may inspect the teacher's file. The teacher shall have the right to respond to all materials contained in said file. Such response shall become part of the file. Excluded from the teacher's inspection shall be confidential material received by the district prior to employment and any references gathered as a result of the teacher applying for another position within the district. Any information concerning a teacher's conduct or service shall note both the date of occurrence and the date of filing.
2. **Right to Reproduce Contents:** The teacher shall have the right to reproduce any of the contents of his/her file.
3. **Notification of Additions to File:** No material related to the teacher's conduct, service, character, or personality shall be placed in the teacher's file without the teacher's knowledge and opportunity to respond.

ARTICLE XI
PROFESSIONAL LEAVE

1. One day per year with pay may be used by each teacher for professional improvement. Subject to administrative approval, this leave shall include attendance at a state or national meeting of professional educators in that teacher's skill area, attendance at a workshop, which will improve the teacher's skill area, or visitation to another school or classroom with the purpose of learning new techniques and/or ideas. This leave is considered to be in addition to leaves in Article XIII.
2. Additional professional leave days with or without pay may be granted at the discretion of the Superintendent of Schools. If initiated or suggested by the school district rather than the teacher, these days will be considered to be in addition to the day granted under Section 1 above.
3. **Teachers shall be reimbursed for the following expenses if the professional leave is requested by district Administration: 1) registration 2) meals 3) lodging 4) travel. If the teacher should choose to take professional leave, the district will only reimburse for travel expense. (Neg. 10)**



ARTICLE XII
SABBATICAL EXTENDED LEAVE

1. Teachers may apply for extended leave without pay after having completed five years of employment in the district. The leaves shall be in increments of semesters. Application for each leave shall be made at least three months prior to the effective date of the leave except in emergency situations, and must be submitted in writing to the Superintendent.
2. Each request for extended leave will be reviewed by the building administrators. Building administrators will make recommendations to the Superintendent. The Superintendent will either approve or disapprove the request after reviewing the recommendations of the building administrators.
3. If the approved absence is for personal reasons other than educational, the teachers will be placed on the same experience steps on the salary schedule upon their return to the district. If the absence is for educational purposes, which would be beneficial to the district, the case could warrant further consideration.
4. The approved request will state in writing the exact placement of the teacher in regard to the teaching position and salary placement upon his/her return.

ARTICLE XIII
LEAVE DAYS

The goal of the Board of Education and the staff is to provide students with every opportunity to achieve success in learning. A critical element of that goal is ensuring teachers are present to develop and foster the tools necessary for students to achieve that success. The purpose of leave set forth in this article is to address matters in which necessity warrants they be attended to during the workday/school year (i.e. personal appointments, sick leave, one-time events etc.). Taking leave that may be scheduled outside the workday/school year is detrimental to the educational goals of USD 288 and the students it serves. Members of the staff are permitted to use three (3) consecutive days of leave without penalty for the purposes of this section. A request beyond three (3) consecutive days requires written approval by the Superintendent, who shall determine whether the leave will be granted with or without pay dependent upon the circumstances presented by the staff member. The Superintendent, in his/her discretion, may require documentation of the necessity of the leave. (Neg. 17)

1. **LEAVE DAYS:** All professional employees shall be allowed ten (10) days of Leave per school year.
2. **UNUSED DAYS:** All days not used each school year will roll over as Leave Days, and all "banked" days previously classified as Sick, or Personal will now become classified as Leave Days.
3. **PAYMENT FOR UNUSED LEAVE DAYS:** Employees with more than seventy (70) days of leave at the end of each contract year will be reimbursed for days



beyond seventy (70) days at a rate of \$35. Per day, back to the maximum of seventy (70) days.

4. **PROFESSIONAL DEVELOPMENT ABSENCES:** Individuals who do not attend district professional development for any reason will be deducted for the absence at a rate of one (1) day of leave for first absence and two (2) days of leave for each additional absence per occurrence throughout the remainder of the school year.
5. **BEREAVEMENT LEAVE:** Any certified staff member may attend the funeral of one of his/her current students or the immediate family of one of his/her current students if the time away from school is reasonable. This would not be counted against any leave.
6. **JURY DUTY:** Employees serving on jury duty or who have been summoned to appear in court, will not be docked days during this time. All monies paid for such services will be turned over to the Treasurer of Central Heights USD 288 and no deductions will be made from the employee's regular paycheck.
7. **PAY DEDUCTIONS:** In cases where a teacher is absent and has exhausted all allowable accumulated leave time, a deduction in salary will be made at the rate of 1/number of contract days. If a teacher is absent for only part of a day, then the above amount will be prorated based on the number of hours the teacher is absent.
1. **ADDITIONAL STIPULATIONS:** 1) No leave of any kind will be granted for remunerative purposes. 2) The Board reserves the right to take the following action on unapproved or unauthorized absences: (a) deduct daily wages for such days or (b) deduct the substitute's pay for such days (Neg. 05).
1. **EMERGENCY SICK LEAVE POOL:** The pool applies to all personnel covered by this master contract. Upon start of employment each teacher will contribute one day of sick leave to the pool. (Neg. 04) Each teacher will contribute one day of sick leave at the beginning of the school year if the total number of days in the pool is less than 60 days at the beginning of the school year. The maximum mandatory donation from any teacher in any year will be one day.

Any teacher who has more than forty (40) Leave Days accumulated may choose to donate up to ten of their unused Leave Days to the Sick Leave Pool to cover a specified staff member who is experiencing a personal hardship or catastrophic illness by notifying the District Office in writing of that decision. The Sick Leave Pool Committee shall determine if the additional leave shall be granted. If the Sick Leave Pool Committee determines the leave should not be granted, the number of days donated will be given back to the donating staff member. No staff member shall directly volunteer the days to an individual without going through the Sick Leave Pool and Committee. (Neg. 18)

Teachers will not be paid for days donated to the sick leave pool. Teachers will not be able to make donations that would increase the pool over the maximum allowable days. (Neg. 04) The maximum allowable days in the pool will be 200 days plus any days contributed by newly employed teachers. Unused sick leave will carry over to the next school year. A committee of four teachers and one administration staff member will oversee the administration of the pool. Each teacher will have equal voice in selection of the four teacher committee

members. The guidelines for sick leave usage from the pool will be developed by the committee, subject to approval by the teachers and board. Committee elections will be arranged by the committee chair by January 31 for the following year (Neg. 04). (Neg. 18)

Article XIV
ELEMENTS OF THE SCHOOL DAY

1. ***LENGTH OF THE SCHOOL DAY:*** A regular school day will be 7 hours and 55 minutes in length. Teachers may depart immediately after the buses leave on Fridays and the day before holiday breaks. Should the superintendent declare a heat schedule day, the school day may commence up to half an hour earlier and shall terminate earlier by a like period of time. Once a month a scheduled building faculty meeting can result in an extended day. The maximum extension is 30 minutes before 7:50 a.m. or 30 minutes after 3:45 p.m. alternatively; a building principal may schedule two faculty meetings monthly with a maximum extension of 15 minutes per meeting. These meetings must be scheduled one week in advance: attendance is mandatory. Teachers attend meetings in the building in which they work; exceptions are by mutual agreement between teachers and administrators (Neg. 04).
2. ***DUTY FREE LUNCH:*** Each teacher shall have a minimum of 25 minutes for a duty free lunch break each day. (Neg.08)
3. ***PLANNING TIME:*** All teachers are to have a minimum of 275 minutes per week (an average of 55 minutes per day) for planning time, with no less than 30 minutes on any given day. There will be no supervision responsibilities during this time (supervision responsibilities are considered to include time spent walking students from one class to another).
4. ***TIME SCHEDULES:*** The class schedule for all certified staff members will be published each year in August by the Superintendent or building principal as the case may be. Each teacher should receive a copy of each publication before each school year begins.

ARTICLE XV
PROFESSIONAL DEVELOPMENT

At least three Professional Development training sessions will be provided for licensed staff each calendar year. (Neg. 03)

ARTICLE XVI
RELEASE TIME FOR PREPARATION OF RECORDS

One half day at the end of the first and third grading periods as well as a Flex Day at the end of each semester will be provided as a grading day. See Article XVII for

clarification of Flex Day. (Neg. 19) All teachers will be present. Students will not be in attendance unless their presence is required for makeup work or testing. (Neg. 04)

ARTICLE XVII
NUMBER OF CONTRACT DAYS

Teachers not on an extended contract will be under contract for the school year, as defined and scheduled by the Board, which shall include a maximum of 183 duty days. (Neg. 13, Neg. 15, Neg. 19) Contract days include Student-Contact Days, Professional Development Days, Parent-Teacher Conference Days, and Work Days. The calendar in 2018-19 and 2019-20 will list 170 Student-Contact Days, seven (7) Professional Development Days, two (2) Parent-Teacher Conference Days, and four (4) Work Days. One of the Four Work Days will be a Flex Day. Teachers will work the equivalent of one full Flex Day, 8 hours, on either Enrollment Day, the Work Day at the end of the first semester or the Work Day at the end of second semester. (For example four hours on Enrollment Day and four hours on the Work Day at the end of second semester satisfy the one Flex Day requirement.) (Neg. 19)

Teachers teaching under an extended contract will also be under contract as above, but will have additional duty days as listed in their extended contract.

ARTICLE XVIII
INDIVIDUAL PROFESSIONAL EMPLOYEE CONTRACT

This negotiated master agreement along with other contracts of supplemental duty shall be incorporated and made a part of the individual professional employee contract. Nothing included within the individual professional employee contract shall be contrary to the terms of the negotiated master agreement. The form of the individual professional employee contract as well as the supplemental teacher's contract is included as Appendix B. This contract shall be signed in accordance with the current law by each teacher to indicate such teacher's acceptance of a position.

ARTICLE XIX
GRIEVANCE PROCEDURE

1. **PURPOSE:** The purpose of this procedure is to secure, at the lowest possible step, equitable solutions to the problems that may affect teachers. These proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.

1. **DEFINITIONS:**
 - a. *Grievance:* A complaint by a teacher, group of teachers or the Association based on an alleged violation, misinterpretation, or misapplication by the District of a negotiated contract or agreement, a Board policy, administrative regulation, or practice affecting conditions of employment.

- b. *Aggrieved Person:* The person, group of persons, or the Association making the complaint.
- c. *Party in Interest:* The person, group of persons, or the Association making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

3. PROCEDURE:

- a. **STEP ONE:** The aggrieved person may first discuss the problem with his principal or other immediate supervisor. During this discussion the aggrieved person, either directly or through the Association's grievance representative, shall seek to resolve the matter informally.
- b. **STEP TWO:**
 - i. If the aggrieved person is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within ten (10) calendar days after discussion of the grievance, the teacher shall file the grievance simultaneously with the Association or its designee and the principal on the form included as Appendix C.
 - ii. Within ten (10) calendar days after receipt of the written grievance by the principal, the principal will meet with the aggrieved person as well as any representative, which the aggrieved person may have chosen, in an effort to resolve the grievance. The principal shall submit his decision in writing to the aggrieved person and the Association within ten (10) calendar days after the meeting.
- c. **STEP THREE:**
 - i. If the aggrieved person is not satisfied with the disposition of the grievance at Step Two and chooses to pursue the grievance further, the aggrieved person may file the grievance with the Superintendent and the Association within ten (10) calendar days of the meeting.
 - ii. Within ten (10) calendar days after receipt of the written grievance by the Superintendent, the Superintendent or the Superintendent's designee will meet with the aggrieved person, the aggrieved person's representative, and the Association's representative in an effort to resolve the grievance. The Superintendent or the Superintendent's designee shall submit a decision in writing to the aggrieved person and the Association within ten (10) calendar days of the meeting.
 - iii. The Superintendent will notify the Board of Education concerning the receipt of a grievance, its nature and the proposed solution.
- d. **STEP FOUR:**
 - i. If the aggrieved person is not satisfied with the disposition of the grievance at Step Three and the aggrieved person may file the grievance with the Board and the Association or its designee within seven (7) calendar days.

- ii. Within twenty-five (25) calendar days after receipt of the written grievance by the Board, the Board will meet with the aggrieved person, that person's representative, and the representative from the Association in an effort to resolve the grievance. The Board shall submit its decision in writing to the aggrieved person and the Association within fifteen (15) calendar days of the meeting.
- iii. The Superintendent will notify the Board of Education concerning the receipt of a grievance, its nature and the proposed solution.

4. RIGHTS OF TEACHERS TO REPRESENTATION:

- a. No reprisals of any kind will be taken by the Board or any member or representative of the administration against any aggrieved person, any party in interest, or any other participant in the grievance procedure by reason of such participation.
- b. A teacher may be represented at all steps of the grievance procedure by a grievance representative selected by the teacher, at the teacher's option.

5. MISCELLANEOUS:

- a. If the Board or any of its administrative staff do not present a written decision within the time allotted after the grievance hearing, such failure to act shall be an admission that the grievance was justified and the aggrieved person shall receive the remedy he is seeking.
- b. The aggrieved party may choose to terminate the process at any step. Termination of a grievance will be stated in writing (Neg. 03).
- c. If, in the judgment of the Association, a grievance affects all teachers, the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Step Three.
- d. Decisions rendered at Steps Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore will be transmitted promptly to all parties in interest and to the Association or its designee. Decisions rendered at Step Four will be in accordance with the procedure set forth in Section 3, paragraph d, 2.
- e. When it is necessary for a grievance representative, or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, such person will, upon notice to the principal or immediate supervisor by the Association or its designee, be released without loss of pay in order to permit participation in the activities as described above. Any employee whose appearance in such investigations, meetings, or hearings, is necessary as a witness will be accorded the same right.
- f. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

- g. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Board and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the Board.

ARTICLE XX
SCHOOL DUTIES

1. During school hours teachers shall devote their time exclusively to school duties. However, should a parent, pupil, or other person's request to meet with school personnel after or before school, every attempt shall be made to grant such a meeting.
2. Unless excused by the person in charge, all teachers shall be present at meetings called by the board of education, Superintendent, or principals.
3. Teachers shall notify the principal of the building (or their delegate) at the earliest possible moment when they learn that they will be unable to be present to perform their duties. In cases where the principal or delegate cannot be reached, the teacher shall call the superintendent. Teachers shall not engage or pay their own substitutes (Neg. 04).
4. All absences will be reported by form and recorded. Teachers absent from their respective positions will either immediately prior to or immediately after returning sign the "substitute teacher report."

ARTICLE XXI
CERTIFIED STAFF DRESS CODE

Teachers will dress in a professional manner. Each teacher's personal appearance will promote a positive educational environment (Neg. 08).

1. In many instances, extremely cold or hot weather will dictate a teacher's attire. All faculty members may dress for special events (Halloween, T-shirt day, spirit day, etc.) that have previously been approved by the administration.
2. Friday Spirit Day: Teachers may participate in Spirit Days each Friday, by wearing appropriate Central Heights Viking logo attire with slacks or jeans.
3. Shop and physical education teachers dress appropriately when teaching these classes.
4. Hair should be kept neat and clean and men with a beard or mustache must keep them trimmed and well groomed.
5. Specific Prohibitions: Tattoos and other body markings or adornments should conform to accepted standards of modesty and good taste. Because the face and facial features are essential to good communication and the educational process, they should be kept distraction free.
 - a. Tattoos with profane, obscene, or suggestive writing or pictures must be covered while at work and during all school related activities and events.
 - b. Facial tattoos are not allowed. They must be covered in a manner as unobtrusive as possible.
 - c. Visible body piercings shall be minimal and adornments should not be worn in one's mouth, nose, or in the area around the eyes.

(The approval or disapproval would lie with the employee's supervisor, and appeals would be made to the superintendent following the grievance procedure in Article XIX) (Neg. 19)

ARTICLE XXII
SUSPENSION

The Superintendent of Schools shall have the authority to suspend any teacher with or without pay for a period of time, which shall expire at the next regular or special meeting of the Board or as otherwise specified by the Board. A teacher may be suspended for any one or more of the following reasons:

1. Alleged violation of board policy, rule or regulation.
2. Upon the filing of a formal complaint against the teacher with a civil authority or with the board of education, charging the employee with the alleged commission of offense involving moral turpitude.
3. Other just causes.

ARTICLE XXIII
RELEASE FROM CONTRACT

TIME OF RELEASE: Teachers requesting release from their contract either during the summer or during the school year shall be granted the release at any time, providing a certified replacement acceptable to the board can be found.

ARTICLE XXIV
EVALUATION

PHILOSOPHY OF EVALUATION. Evaluation is a cooperative process wherein the individual being evaluated and the one responsible for making the assessment feel a joint responsibility to focus upon the improvement of performance areas. Focusing upon the improvement of performance does not imply incompetence in the person being evaluated, only a desire on the part of USD #288 and its professional staff to continue the commitment to ongoing improvement of the performance of schools and staff members. The process of evaluation is a means and not an end in itself. It should motivate self improvement and provide assistance from administrators so that improvement of performance may occur. Evaluation of performance will be conducted in the manner outlined in this evaluation policy. Performance standards are outlined in the evaluation document listed as Appendix D and will be used by certified employees.

PROFESSIONAL EXPECTATIONS.

1. The professional will hold the appropriate license for his or her position.

2. The professional will make the well being of students the fundamental value in all decision making and actions.
3. The professional will fulfill professional responsibilities with honesty and integrity.
4. The professional will exercise care about his or her appearance and manner of dress.
5. The professional will exhibit punctuality.
6. The professional will fulfill all assigned and required responsibilities as stipulated by Board policy.
7. The professional will maintain a professional and responsible attitude.

OBJECTIVES

The evaluation process strives to accomplish the following objectives:

1. Clarify the performance expectations of the individual, making duties and responsibilities more clear.
2. Establish "performance goals" (at least two per year for each licensed employee, including staff members not scheduled for formal evaluation).
3. Bring about a closer working relationship between the evaluated and the evaluator.
4. Improve the professional performance and competence of professional employees.
5. Make evaluation relevant to ongoing job performance.
6. Provide a procedure for monitoring achievement of performance goals.
7. Encourage a cooperative process between evaluator and evaluated by requiring self evaluation prior to evaluation.
8. Encourage the use of video taping of at least one class session for self-evaluation and self-improvement.
9. Requiring student evaluation as a means of self-improvement, at the secondary level (considered confidential between students and teacher).

PROCEDURE

1. Whenever any evaluation is made of any employee the written document thereof shall be presented to the employee, and the employee shall acknowledge such presentation by his or her signature thereon. At any time not later than two weeks after such presentation, the employee may respond thereto in writing. Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated employee, the Board, the administrative staff making the same, the state board of education as provided in KSA 72-7515, the board and administrative staff of any school to which such employee applies for employment, and other persons specified by the employee in writing to the Board of Education.
2. Principal-teacher conferences shall be arranged according to the following schedule: Every employee in the first two consecutive school years of



employment shall be evaluated at least one time per semester by not later than the 60th day of the semester; and every employee during the third and fourth years of employment shall be evaluated at least one time each school year by not later than February 15th; and that after the fourth year of employment every employee shall be evaluated at least once every three years by not later than February 15th of the school year in which the employee is evaluated.

3. In addition to the formalized evaluation procedures it is the philosophy and expectation that frequent conferences of a more informal nature will take place concerning improving the quality of teaching performance. These, such as (1) observation by the principal in the routine performance of his duties of any aspects of the job performance in need of immediate improvement, (2) concerns expressed by the teacher concerning any problem areas in which the teacher feels the need for assistance in order to improve teaching performance.
4. Self-evaluation is to be considered an integral and important part of the total evaluation program. Prior to formal evaluation conferences, teachers are expected to thoughtfully and carefully evaluate themselves on the district's adopted evaluation criteria and by videotape. This self-evaluation is to serve as a portion of the basis for the formal evaluation conference. However, it is not to be turned in to the principal and does not become a part of the teacher's file.
5. The purpose of writing performance goals is to assist teachers in identifying both strengths and/or weaknesses, which can benefit from continued improvement. Teachers should be able to demonstrate ways in which they have either accomplished the stated goals or have been actively working toward their accomplishment. However, failure to reach all of the desired performance goals shall not result in penalties for the teacher.

ARTICLE XXV RETIREMENT BENEFIT

Teachers who are retiring from U.S.D. 288 and who have met the following conditions shall be paid a one-time compensation of \$12,500 during the fiscal year following retirement. The retiree will specify the month of payment.

Conditions:

1. Must have 20 years experience in U.S.D. 288.
2. Must be separating employment from the district and may not return to work in the district in any full time or KPERS eligible position. (Neg. 2016)
3. Must submit letter of resignation by May 1st, including desired month of payment.
4. Payments will be invested in an Employer Contributory 403 (b) Plan, established for the retiree, with the Security Benefit Group. Assets in the Plan will be subject to the regulations under IRC Section 403 (b). The retiree may choose to leave the assets in the account and withdraw them at a later date or choose to withdraw the assets from the account immediately after the account is established.

If the retiree has attained age 55 during the calendar year of separation from service, assets withdrawn will be subject to the applicable State and Federal taxes.

If the employee has not attained age 55 during the calendar year of separation from service, assets withdrawn prior to attainment of age 59.5 will be subject to an IRS ten percent early withdrawal penalty in addition to the applicable State and Federal taxes (Neg. 03).

**ARTICLE XXVI
DUE PROCESS**

Whenever a teacher who has taught three (3) or more continuous years in the district is given written notice of the 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 ten (10) days from the date of receipt of the written statement of nonrenewal of a contract. The notice of intent to not renew will include the reason(s) for nonrenewal. If a meeting is requested, the board shall hold such meeting within ten (10) days after receiving the teacher's written request for such a meeting. The meeting provided under this section shall be held in executive session and, at such meeting, the teacher and/or representation shall be afforded an opportunity to respond to the board's reason or reasons for not renewing the teacher's contract. At least 24 hours after meeting with the board, but in less than ten (10) days after the meeting, the board shall make a final decision as to the matter. During the time between the meeting and the ruling there is to be no contact by the teacher and/or any representation with any individual board members. The vote of the board will require at least five (5) affirmative votes to not renew a teacher's contract after three years of employment in the district.

**ARTICLE XXVII
TERMS OF CONTRACT**

This contract shall be in effect for the school years 2018-2019 & 2019-2020, unless affected by Article II #4 Reopening Clause on page 7. (Neg. 19)

Appendix A-1

USD 288 Salary Schedule for 2018-2019

	B	C	D	E	F	G	H	I	J
Yrs. Exp.	BS	BS + 15	BS + 24	BS + 35	MS	MS + 8	MS + 15	MS + 24	MS + 35
1	36200	36800	37700	39500	41500	43600	45700	47800	49900
2	36500	37100	38050	40125	42125	44225	46300	48400	50500
3	36800	37400	38400	40750	42750	44850	46900	49000	51100
4	37100	37700	38750	41375	43375	45475	47500	49600	51700
5	37400	38000	39100	42000	44000	46100	48100	50200	52300
6	37700	38300	39450	42625	44625	46725	48700	50800	52900
7	38000	38600	39800	43250	45250	47350	49300	51400	53500
8	38300	38900	40150	43875	45875	47975	49900	52000	54100
9	38600	39200	40500	44500	46500	48600	50500	52600	54700
10	38900	39500	40850	45125	47125	49225	51100	53200	55300
11	39200	39800	41200	45750	47750	49850	51700	53800	55900
12	39500	40100	41550	46375	48375	50475	52300	54400	56500
13	39800	40400	41900	47000	49000	51100	52900	55000	57100



Appendix A-2

USD 288 Salary Schedule for 2019-2020

	B	C	D	E	F	G	H	I	J
Yrs. Exp.	BS	BS + 15	BS + 24	BS + 35	MS	MS + 8	MS + 15	MS + 24	MS + 35
1	37200	37800	38700	40500	42500	44600	46700	48800	50900
2	37500	38100	39050	41125	43125	45225	47300	49400	51500
3	37800	38400	39400	41750	43750	45850	47900	50000	52100
4	38100	38700	39750	42375	44375	46475	48500	50600	52700
5	38400	39000	40100	43000	45000	47100	49100	51200	53300
6	38700	39300	40450	43625	45625	47725	49700	51800	53900
7	39000	39600	40800	44250	46250	48350	50300	52400	54500
8	39300	39900	41150	44875	46875	48975	50900	53000	55100
9	39600	40200	41500	45500	47500	49600	51500	53600	55700
10	39900	40500	41850	46125	48125	50225	52100	54200	56300
11	40200	40800	42200	46750	48750	50850	52700	54800	56900
12	40500	41100	42550	47375	49375	51475	53300	55400	57500
13	40800	41400	42900	48000	50000	52100	53900	56000	58100

Two years of vertical movement was allowed to get employees back to where they should be located following no vertical movement in 2016.