

2022-2023

NEGOTIATED MASTER
AGREEMENT

BETWEEN

BOARD OF EDUCATION
MISSION VALLEY USD #330

AND

MISSION VALLEY TEACHER'S
ASSOCIATION

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Mission Valley

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2022-2023
MISSION VALLEY USD # 330

I. TEACHERS COMPENSATION PACKAGE

SECTION A. SALARY SCHEDULE

Step	Years of Service	BS Col 1	BS+15 Col 2	BS+ 30 Col 3	MS Col 4	MS + 15 Col 5	MS + 30 Col 6	MS + 45 Col 7
1	0	40000	41000	42000	44000	46000	48000	50000
2	1	40500	41500	42500	44500	46500	48500	50500
3	2	41000	42000	43000	45000	47000	49000	51000
4	3	41500	42500	43500	45500	47500	49500	51500
5	4	42000	43000	44000	46000	48000	50000	52000
6	5	42500	43500	44500	46500	48500	50500	52500
7	6	43000	44000	45000	47000	49000	51000	53000
8	7	43500	44500	45500	47500	49500	51500	53500
9	8	44000	45000	46000	48000	50000	52000	54000
10	9	44500	45500	46500	48500	50500	52500	54500
11	10	45000	46000	47000	49000	51000	53000	55000
12	11		46500	47500	49500	51500	53500	55500
13	12		47000	48000	50000	52000	54000	56000
14	13				50500	52500	54500	56500
15	14				51000	53000	55000	57000
16	15				51500	53500	55500	57500
17	16				52000	54000	56000	58000
18	17				52500	54500	56500	58500
19	18				53000	55000	57000	59000
20	19						57500	59500
21	20						58000	60000

SECTION A. HEALTH INSURANCE

The District shall contribute \$460.00 per month for each full-time teacher, or a lesser amount in direct relationship to the contracted time of a part-time teacher, toward the cost of the teacher's enrollment in the District's group health insurance plan. If the cost of a single premium is less than \$460.00 the difference between the \$460.00 and the premium will be paid in cash to each full-time teacher or an amount in direct relationship for a part-time teacher. The Board and Association shall form an insurance committee whenever either party determines it necessary to change insurance plans/benefits/carriers. This committee shall study alternative insurance plans/benefits/carriers and shall make a recommendation regarding such to each party subject to the negotiations process. The insurance plan recommended by the committee shall be adopted unless negotiations produces an alternative solution on or before August 20. Teachers who were under contract with the District prior to July 1, 1991 and who were receiving cash in lieu of enrolling in the District's health insurance plan shall have as of September 1, 1992, the option of continuing to receive the District's contributions cash in lieu of enrolling in the District's group health insurance plan. Beginning October 1, 1999 the cash in lieu option shall be subject to the rules and regulations of the insurance plan selected by the parties. However, no teacher other than those receiving the cash in lieu option as of August 24, 1998 shall be eligible for the cash in lieu of enrollment option.

The District shall provide each teacher with a description of the benefit coverage provided under the District's group health plan within ten (10) days after the beginning of the teacher's duty year. When requested by the teacher, the Board shall provide insurance applications, and, when necessary, information about the program.

SECTION B. SALARY REDUCTION PLAN

The District shall establish a salary reduction plan in compliance with Section 125 of the Internal Revenue Code of 1954, as amended, and applicable rules and regulations.

A plan participant will be allowed to change health care insurance if the change is due to a change in family status (e.g., marriage, divorce, death of spouse or child, or birth or adoption of child).

Any money set aside by the employee for any one of the benefits that remains unexpended at the end of the plan year shall revert to the school district.

Any employee may reduce his/her salary by an amount up to the statutory limit on non-taxable benefits as set forth in the plan.

Once the insurance company has been selected by the Board of Education for salary reduction options, the Board shall, not later than ten (10) days prior to September 1, of the contract year, furnish each employee information regarding the benefit coverage. The Board shall provide such information to new employees not later than ten (10) days after the date the employee signs a contract with USD #330.

The employee shall make any salary reduction request on or before October 1 of each school year. New employees shall have the choice of beginning their salary reduction on September 1 or October 1 of each school year. Employees who begin working after October 1 of any school term shall have ten (10) days after commencing work in USD #330 to make salary reduction requests, with the request to be effective the 1st of the following month. All reductions shall remain in force throughout the employee's contract.

Items by which the employee may reduce his/her salary are as follows:

1. Health Insurance
2. Cancer Insurance
3. Salary Protection Insurance
4. Group Life Insurance up to \$50,000.00
5. Flexible spending accounts for:
 - a. un-reimbursed medical expense
 - b. child care reimbursement

SECTION C. TAX-SHELTERED ANNUITIES

1. The Board shall transmit tax-sheltered annuity funds on behalf of its teachers pursuant to K.S.A. 72-8602.
2. Pursuant to the Mission Valley USD 330 403(b) Plan document, teachers may begin a new contribution agreement with an approved investment provider on October 1 of each plan year. The request should be submitted ten (10) days prior to October 1. Teachers should request a separate deduction agreement with the approved investment provider
3. Adjustments to the existing contributions shall be subject to the district's 403 (b) plan document and require prior approval by our plan administrator, AF Plan Serve.

SECTION D. RETIREMENT

1. Retirement Bonus:

A retiring teacher in USD #330 having served at least five years in USD #330 and eligible for KPERS Retirement benefits will receive a bonus of \$1200.00

2. Early Retirement Insurance Benefit

A. Employees of the school district who may find it necessary and desirable to retire from employment with the district prior to normal retirement age may elect to take retirement under the terms and conditions set forth in this policy. Early retirement is entirely voluntary and at the discretion of an eligible employee.

B. Eligibility for insurance benefit

An employee is eligible for early retirement insurance benefit if such employee:

1. Is currently a full-time licensed teacher of the school district.
2. Has at least 20 years or more teaching experience in USD #330.
3. Provides proof of retirement according to KPERS rules and regulations.

C. Application for insurance benefit

An employee may apply for early retirement insurance benefit by giving written notice to the Superintendent or his/her designee. Such written notice shall be submitted on or before the first (1st) day of March preceding the anticipated retirement date and shall include the following information:

- i. A statement of the applicant's desire to take early retirement.
- ii. The anticipated date of retirement.
- iii. The applicant's birth date and age on the date of retirement.
- iv. The current mailing address and telephone number of the applicant.
- v. The number of years the applicant has been employed by the school district.
- vi. The total number of years of teaching experience in USD 330.
- vii. Verification from KPERS of retirement election.

D. Early retirement insurance benefit

Effective July 1, 2009, eligible retiring teachers shall receive a monthly benefit equal to the benefit received by active teachers to be used for the district's group health insurance plan for a period of 3 years or until age 65, whichever occurs first. The retiring teacher must have been participating in the district's group health insurance plan for the two consecutive school years prior to the date of retirement in order to receive this payment. Retiring teachers must remain in the district's group health insurance plan in order to receive the benefit. A retired teacher who becomes employed by another employer that offers health insurance and is eligible for full insurance benefits can no longer receive the benefit from USD #330. Board payment for health insurance will terminate after 3 years, at the death of the retired teacher or upon reaching age 65.

SECTION E. UNUSED ACCUMULATED SICK LEAVE AND SEPARATION FROM EMPLOYMENT.

The Board shall pay \$15.00 per day for each day of unused accumulated sick leave, up to a maximum of 80 days, upon teacher's separation from employment due to retirement, termination, or resignation.

SECTION G. SALARY PROVISIONS.

1. Teachers with no experience coming into the district will be placed on the first step of the appropriate education column.
2. Experienced teachers coming into the district will be given full credit on the salary scale for their years of experience. The above provision shall be disclosed to each and all candidates for any positions within the teacher bargaining unit. After said disclosure, the Superintendent and an applicant may enter into a written agreement to waive the appropriate step and/or column placement at initial hiring. Said written agreement shall be signed by the Superintendent, on behalf of the district, and by the applicant; and, it shall be permanently attached to the individual contract for the new hire. Teachers shall not be given credit for more than actual experience and education. The individual teacher contract shall designate on the base step placement upon hiring.
3. A teacher in the district who teaches full-time during a full school year will receive a full year's step for advancement on the salary scale. Teachers teaching only one-half year (or semester) will be given one-half year experience.

4. The Board of Education reserves the right to exempt Special Education personnel from the salary scale section on the Teacher's Compensation Package.
5. When administration determines a position is "hard to fill", a one-time bonus, not to exceed \$1,000 may be offered.
6. Teacher Association dues will be deducted as a payroll deduction if written authorization is filed with the Board Clerk by October 1, for first time enrollees. Dues will be deducted at the rate of 1/11th per month.

II. GENERAL PROVISIONS

1. The Master Agreement shall be a part of the teacher's individual contract.
2. If any provisions of this agreement or any application of this agreement to any teacher 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.
3. For the 2018-2019 school year, the teacher's contract shall be increased from 172-8.25 hours per day to 175-8.25 hours per day to be scheduled by the Board.

The Mission Valley Teachers Association understands the Board's intent to return to the 2010-2011 182-8 hour day contract without additional compensation above the salary schedule in the 2018-2019 Master Agreement.

4. If a teacher becomes entitled to advance horizontally on the salary schedule, a revised contract will be issued when evidence is filed in the office of the Superintendent of Schools. On or before March 1st of each year the District will distribute to teachers a reminder to provide the Board notice if the teacher will obtain enough credits to move horizontally on the salary schedule prior to the following year. Notice of intent to move horizontally on the schedule must be filed on or before April 1. All transcripts reflecting this must be in the Superintendent's Office by October 1.
5. Teachers may progress horizontally on the salary schedule using P.D.C. points according to the following stipulations:
 - A. 20 inservice/workshop hours equal one college credit hour.
 - B. Prior written approval by the building principal or Superintendent is required for professional development activities that will be submitted for P.D.C. points that will be used for horizontal movement.

- C. Teachers are required to submit their request for prior written approval at least 10 school days for activities that occur during the school year. Request for prior written approval for activities that occur outside the school year(Summer) must be submitted by June 1st.
 - D. Final approval of submitted points must be approved by the Superintendent or the Board of Education.
 - E. Final approval will not be given until the teacher has provided evidence of activity completion.
 - F. P.D.C points approved for horizontal movement must be used within the five years of final approval
 - G. Workshops, conferences, webinars and other professional development activities used for salary progression must be attended and/or participated in after the regular teaching contract hours/days. Teachers are permitted to use discretionary days.
 - H. All fees associated with the professional development activity and/or travel expenses are the responsibility of the teacher.
 - I. Workshops, in-service points accumulated at other districts or accumulated before their first contract day with USD 330 Mission Valley cannot be used for salary schedule progression
6. The licensed staff will be notified of all teaching, extra-curricular, and supervisory vacancies as they occur.
 7. Commencing with the 2012-2013 school year the Board of Education shall have the discretion and authority to assign junior high and high school teachers seven (7) teaching periods (includes seminar period) per day and one (1) planning period per day.
 8. Commencing with the 2012-2013 school year part-time teachers shall be paid a prorated salary based on the number of teaching periods taught in a seven (7) period day. For example, a part-time teacher assigned four (4) teaching periods would be paid $\frac{4}{7}$, (rounding off to the nearest tenth of a percent) of the primary contract.
 9. The teachers' duty day shall commence 30 minutes before the students' day begins and shall end 15 minutes after the students' day ends, unless other arrangements are made with the principal.
 10. Teachers grading State Assessments will use either inservice time, released time during the school day (with the Board supplying substitute teachers where needed), or time beyond the regular contract day in which case the teacher will be paid according to Article III, Section 4.L as determined by the Board.

11. Employees who desire transfer may file a written statement of such desire with the Superintendent indicating his/her preference of assignment(s) or application for a specific vacancy.

Building administrators may fill vacancies by voluntary transfers prior to the employment of an employee new to the district. If more than one employee has applied for the same position, the determination as to which employee shall receive said vacancy shall be made on the basis of seniority and licensure.

III. AREAS OF ADDITIONAL COMPENSATION

1. GENERAL CONSIDERATIONS.

- A. Any financial compensation that results from this general area will be considered above the maximum stated in Section II, point 4.

2. SUPPLEMENTAL CONTRACTS

- A. Supplemental contract compensation will be paid the following percentage of the base salary (BS, Column 1, Step 1) of the negotiated salary schedule. Compensation for other sponsorships that develop will be decided upon merit.

	HEAD		ASSISTANT	
	COACH	AMOUNT	COACH	AMOUNT
Activities Director	12.5%	\$5000.00	No Asst.	\$0
Football	12.5%	\$5000.00	6.8%	\$2720.00
Basketball (boys)	12.5%	\$5000.00	6.8%	\$2720.00
Basketball (girls)	12.5%	\$5000.00	6.8%	\$2720.00
Volleyball (girls)	12.5%	\$5000.00	6.8%	\$2720.00
Wrestling	12.5%	\$5000.00	6.8%	\$2720.00
Track (boys & girls)	12.5%	\$5000.00	6.8%	\$2720.00
Baseball	12.5%	\$5000.00	6.8%	\$2720.00
Softball	12.5%	\$5000.00	6.8%	\$2720.00
Summer Weightlifting	8.8%	\$3520.00	No Asst.	
Cross Country	12.5%	\$5000.00	6.8%	\$2720.00
(boys & girls combination)				
Spirit Sponsor (grades 7-12)	9.0%	\$3600.00	5.0%	\$2000.00
Dance Team Sponsor	8.0%	\$3200.00	No Asst.	\$0
Yearbook	6.8%	\$2720.00	No Asst.	\$0
Play Director	6.8%	\$2720.00	No Asst.	\$0
(3.4% for each play)				
Forensics	8.8%	\$3520.00	1.5%	\$600.00
PDC Chair	3.4%	\$1360.00		

**High School Instrumental	8.8%	\$3520.00	No asst.	\$0
**High School Vocal	3.6%	\$1440.00	No Asst.	\$0
High School Scholar's Bowl	5.0%	\$2000.00	No Asst.	\$0
Jr. High Quiz Bowl	2.0%	\$800.00	No Asst.	\$0
Student Council	4.0%	\$1600.00	No Asst.	\$0
(H.S. ONLY)				
Jr. High Football	7.0%	\$2800.00	5.25%	\$2100.00
K-8 Vocal Music	2.8%	\$1120.00	No Asst.	\$0
K-8 Instrumental	2.8%	\$1120.00	No Asst.	\$0
Jr. High Girls Volleyball	7.0%	\$2800.00	4.5%	\$1800.00
Jr. High Boys Basketball	7.0%	\$2800.00	4.5%	\$1800.00
Jr. High Girls Basketball	7.0%	\$2800.00	4.5%	\$0
Jr. High Boys & Girls Track	7.0%	\$2800.00	4.5%	\$1800.00
Jr. High Wrestling	7.0%	\$2800.00	No Asst.	\$0
*7 TH Grade Class	0.5%	\$200.00	No Asst.	\$0
*8 th Grade Class	0.5%	\$200.00	No Asst.	\$0
*Freshman Class	0.5%	\$200.00	No Asst.	\$0
*Sophomore Class	0.5%	\$200.00	No Asst.	\$0
*Junior Class	2.0%	\$800.00	No Asst.	\$0
*Senior Class	1.0%	\$400.00	No Asst.	\$0
Drama Club	.0%	\$0	No Asst.	\$0
FCCLA	.0%	\$0	No Asst.	\$0
FBLA	.0%	\$0	No Asst.	\$0
FFA	.0%	\$0	No Asst.	\$0
Spanish Club	.0%	\$0	No Asst.	\$0
Lettermen	0.5%	\$200.00	No Asst.	\$0
SADD	0.5%	\$200.00	No Asst.	\$0
Kays	1.0%	\$400.00	No Asst.	\$0
National Honor Society	1.0%	\$400.00	No Asst.	\$0
Viking RAGE Club	1.0%	\$400.00	No Asst.	\$0

*The percentage for class sponsorships will be divided by the total number of sponsors for that class.

**Includes band playing at a minimum of two (2) home football games, three (3) home basketball games and/or three (3) or more public appearances with school ensembles or groups, two (2) or more marching events, and three (3) evening vocal and/or instrumental performances during the school year. Participation in grade and high school league music festivals or clinics.

The Board shall provide at least one coach for each team having a schedule.

The Board has the right to determine the number of coaches/sponsors, and the positions that will be filled.

3.OTHER AREAS OF ADDITIONAL COMPENSATION

- A. Gate collectors, concession stand sponsors (one sponsor per night), time keepers, line judge, and scorekeepers shall be compensated at the rate of \$10.00 per hour.
Note: There will be no compensation to concession stand sponsors who are on a supplemental or extended contract to sponsor a group that works the concession stand as a fund raiser. This does not preclude the use of volunteers from community patrons or organizations.
- B. 10 month non-administrative contract + 10/9 if on approved 20 day schedule.
- C. 11 month non-administrative contract + 11/9 if on approved 40 day schedule.
- D. Teaching a combination grade school class all day (all year) +8% of contract pay.
- E. Commencing with the 2013-2014 school year, teaching eight (8) junior high or high school periods with no preparation period (all year) + \$1705 with administrative recommendation and Board of Education approval. Contracting to teach zero hour or 9th hour shall receive additional compensation of \$1705 with Board approval.
- F. Part-time junior high or high school teachers' salary will be based on seven (7) teaching periods per day. Elementary teachers will be figured on fractional part of day.
- G. Every effort will be made by the administration to give each teacher 200 minutes per week preparation time. It is further understood that time such as duty free recess time, and other time when the teacher is not actually supervising students, with the exception of duty free lunch time, will be counted in this 200 minutes per week preparation time. Every effort will be made by the administration to provide an additional one hour per month for each teacher to use for collaborative time during the duty day.
- H. Mileage reimbursement for use of personal vehicles – Teachers required to use personal vehicles in the course of their work shall be reimbursed at the rate established by the Board of Education. School vehicles are to be used when available. All claims for mileage reimbursement must be submitted within 90 days from the date of the expense and/or before June 1st after the school year is complete.
- I. Teachers who substitute during their planning periods will be paid \$17.00 per class session/hour. This includes assigned substituting duties during a plan period and/or for covering another class during regular class time.

J. Lunch Duty. ALL teachers shall have no less than 25 minutes on any regular school day free from student supervision during the time his/her students eat lunch.

K. Teachers who serve on approved committees outside the designated school working hours, or during planning periods, as requested and approved by the Board of Education, the Superintendent, or a designee, shall be compensated at the rate of \$15.00 per hour. Furthermore, committee assignments are voluntary. Certified staff members are free to decline any assignment with impunity. Approved committees currently include: Curriculum, Technology Committee, Professional Development Committee, Student Improvement Teams (SIT), Individual Education Plans (IEP) and Wellness Council.

L. Teachers who teach in the summer school program and or an after school At-Risk Program will be compensated at the rate of \$25 per hour. These programs are contingent upon money being available to fund them. Teachers serving in these positions will continue to serve the following year unless notified by the Board on or before September 15, for after school programs or before April 1, for summer programs. Any teacher who wishes to resign from one of these positions shall do so on or before September 1/March 15. The Board agrees to post any openings for At-Risk or summer school positions on or before September 15/April 1.

M. The principal of each building shall make assignments as he/she may determine for hall and playground supervision.

N. Parent/Teacher Conferences are not eligible for additional compensation unless held outside the regular contract day without teachers receiving compensatory time within the calendar week of the conferences.

O. ACADEMIC STUDY PROGRAM REIMBURSEMENT

The purpose of the USD 30 Mission Valley Academic Study program is to develop highly qualified teachers for the benefit of Mission Valley students. The USD 330 Board of Education will place an expenditure limit of \$10,000.00 on the Academic Study program per fiscal school year.

USD 330 Mission Valley will reimburse for the following:

1. Prior approved graduate hours that are part of an advanced degree program. (Masters, Specialist, or Doctorate in Ed.).
2. Prior approved graduation hours that are part of an approved program toward obtaining additional licensure or certification.

3. Prior approved coursework for teachers who have a Masters or other advanced degree for hours which are specifically determined to be beneficial and specific to the teacher's assigned area.

USD 330 Mission Valley will reimburse at a maximum rate of \$200.00 per credit hour for cost of tuition (excluding books, travel expenses, class supplies) for classes of which a letter grade of a "B" or higher is earned. If the total requested amount annually is greater than \$10,000.00 then the rate of reimbursement will be reduced per credit hour on an equal rate per request. The district will not pay a greater amount than the actual cost of any credit hour.

To qualify for reimbursement, the college hours must have prior approval by the building principal and Superintendent by the scheduled dates. The teacher will submit a Academic Study Program Reimbursement Request to the building principal and Superintendent for their prior approval. The Academic Study Program Reimbursement Request cannot be submitted for approval after coursework begins.

The criteria used to approve the college hours will be:

1. Is it for graduate credit?
2. Is a graduate/Doctorate Plan of Study on file?
3. Can the course (hours) be used for recertification?
4. The course(hours) are from one or more of the following:
 - a. In the teachers assigned area
 - b. Endorsed areas on the employee's teaching certificate
 - c. Toward an endorsement or Master's Degree
 - d. Courses that have a direct relationship to the need of the district
 - e. Courses that will directly benefit the overall well-being of the district.
5. Course (hours) is from a nationally accredited educational institution, including online courses.
6. Reimbursement is not available for the course (hours) eligible for other educational assistance, grants, or scholarships from other sources.

Reimbursement for college hours will be paid to the teacher during the following academic year after the September Board of Education meeting, as long as, the teacher is still employed by USD 330 Mission Valley. The USD 330 Mission Valley Board of Education reserves the right to waive this clause due to extenuating circumstances on a case-by-case basis.

Prior to receiving reimbursement the teacher must submit to the District Office the Final Request for Reimbursement on the scheduled dates:

1. Transcript identifying class completion with a grade of "B: or higher.
2. Receipt that classes have been paid by the teacher.

Academic Study Program Reimbursement Request	Due Dates
Fall Session Classes	August 1 st
Spring Session Classes	December 1 st
Summer Session Classes	May 1 st
Final Request for Reimbursement	Due Dates
Fall Session Classes	March 1 st
Spring Session Classes	July 1 st
Summer Session Classes	September 1 st

IV. DISCRETIONARY LEAVE

- A. Each certified full time staff member will be granted 14 discretionary leave days per school year. With said discretionary leave to be credited to the teacher the 1st day a teacher reports to work in the contract year. The first fourteen days of leave will be deducted from the current year discretionary days. After all discretionary days have been used an employee may then use their accumulated sick leave days for the following reasons.
1. Personal illness
 2. Illness or death of a spouse, child, sibling, parent, in-laws, grandparents, grandchildren, aunts, uncles, nieces, nephew, and/or other legal dependents of the employee.
 3. Special appeals to the building administrator for approval may be given for the death, medical assistance or illness of friends of the employee.
 4. Once a teacher has exhausted all discretionary and sick leave the teacher's regular contracted salary shall be reduced by 1/175(or length of extended contract) of the teachers contracted salary for each additional day of absence.
 5. Once a teacher has exhausted all discretionary and sick leave the administration may request a doctor's note to determine the necessity of the type of leave requested.

B. Guidelines for Leave:

1. Application for leave that is intended to be used for anything other than illness or medical reasons must be submitted to the building administrator 48 hours prior to the date of leave. Building administrators have the discretion to waive the 48 hour provision.
2. A copy of the leave request will be sent to the Superintendent for his approval. It then will go the payroll clerk.
3. Employees may not take more than 2 consecutive days of leave.
4. No leave shall be granted before, during or following a holiday, vacation, parent teacher conference, district in-service or in the first or last 5 days of school. Appeals of this guideline may be made to the building principal. The principal must approve the leave and then it is sent to the Superintendent for his approval.
5. No more than 3 employees will be granted leave on the same day without building administrators approval. Days will be awarded to those staff members making first requests. (This only includes those employees that have requested discretionary leave days. This wouldn't include staff reporting in as ill.)

C. Accumulated Sick Days:

1. Employees may roll up to 14 unused discretionary leave days into their accumulated sick day's account. A maximum of 80 days can be accumulated. Any teacher that accumulates 80 days into their account may be compensated for any unused discretionary days at a rate of \$45 dollars per day. Payment will be prior to June 30th of each year.
2. Teachers may use 14 accumulated sick days for bereavement once their discretionary days are exhausted. Bereavement is outlined in Section A, 2 and 3.

D. Separation from Employment:

1. After 5 years of service to USD #330, upon a teacher's separation from employment due to resignation or termination the board will pay \$15.00 per day for each unused accumulated sick leave day up to a maximum of 80 days.
2. Upon separation, a retiring teacher in USD #330 having served at least five years in USD #330 and eligible for KPERS retirement benefits, the board will pay \$50.00 per day for each unused accumulated sick leave day up to a maximum of 80 days.

- E. The board may require a physical examination at its expense by a doctor of its choice to certify the validity of the sick leave, or as an intervention to drug or alcohol abuse. The administration may require an employee to have a physical examination, at the board's expense, if the administration has some question as to fitness for duty of the employee.
- F. In the event any teacher is unable to perform his/her duties due to an illness or disability, the sick leave benefits of this contract shall apply to the supplemental contract and pay for supplemental duties. This provision shall be limited to the supplemental duties for which a separate written contract is executed and payment of supplemental duties is divided into twelve (12) substantially equal payments.
- G. Any teacher drawing compensation benefits under Workers Compensation may use discretionary and sick leave to supplement the Workers Compensation benefits. The teacher may continue to draw his/her salary reduced by the amount of compensation benefits received under Kansas Workers Compensation Law. Discretionary and sick leave days will be reduced in the same proportion as the amount of salary paid by the district, less the Workers Compensation benefits received. Teachers will not be permitted to draw full compensation from the district in addition to compensation benefits under the Workers Compensation Law.
- H. In the event a teacher is assaulted and/or battered while in the performance of his/her duties, the Board shall continue the teacher's full salary for a period of two (2) calendar weeks if the teacher is unable to perform his/her duties. Sick leave will not be deducted during two (2) week period.

I. Sick Leave Bank

1. **PURPOSE:** The purpose of the sick leave bank is to provide temporary relief (beyond accumulated personal sick leave) from loss of pay due to severe illness, major surgery, or other medical or family circumstances, which the Sick Leave Committee deems show a need.
2. **MEMBERSHIP:** Before September 1 of each contract year, a participant shall authorize a donation of one of his/her discretionary leave days per year to the sick leave bank. This authorization ensures membership in the sick leave bank. After the bank has accumulated 180 days, only new participants shall be required to donate one day per year as needed to maintain a maximum of 180 days in the bank.
3. **SICK LEAVE BANK COMMITTEE:** A sick leave screening committee determines approval of sick leave bank requests. The screening committee shall consist of the principal of the building where the request originates and two teacher representatives from each attendance center. The Teachers' Association will be in charge of selecting and administering the committee for the school year. By September 15 of each school year, the last years' members of the sick leave bank committee will schedule a meeting in each building to select two representatives, each to serve a one year term. The results of this selection and a list of members will be forwarded to the district Office within one week of the election. No representative may serve more than two consecutive years. If any representative is unable to complete a term, the members in the building which selected that person will choose another teacher to complete the term.
4. **REQUESTS:** To be eligible for sick leave bank days, any participating licensed staff member must, because of a personal or family accident, illness, or medical circumstance be prevented from performing his/her regular employment and have a situation or condition which requires an extensive number of absences; and the participant must have exhausted his/her personal sick leave days. Requests for sick leave bank days shall be forwarded to the Superintendent no later than 10 days. The Superintendent will inform the Sick Leave Bank Committee of the request. Sick leave bank days, if approved by the committee, will begin coverage on the day following the last day of personal sick leave. Requests may be filed on behalf of the incapacitated member by any member of the sick leave bank committee. The requesting member may appear before the committee or provide medical records to support the requests for days from the bank.

5. **LIMITATIONS:** The sick leave bank committee will determine the eligibility for the use of the bank and the amount of leave to be granted. The following general criteria shall be considered by the committee in administering the bank and in determining the amount of leave: (1) medical evidence of severe illness, major surgery, or other medical or family circumstances and (2) prior utilization of sick leave.
6. **REPAYMENT PLAN:** The sick leave bank committee shall design a repayment plan with the employee who receives days from the sick leave bank. The committee will consider the following:
 - a. If the employee is leaving the district for reasons other than disability and has not contributed four days to the sick leave bank and has other accrued sick leave days, these may be used to cancel the four days owed. If the employee has no accrued sick days and has not contributed four days, then the cost of a substitute will be paid by the employee until the total contribution reaches four days.
 - b. Participating members of the sick leave bank will be asked to contribute at least one day per year until a maximum of four days per member has been reached. If the bank is at a 180 day maximum, these days could be collected all or in part at any time from participants who have not yet donated a total of four days.
 - c. If at the end of the year the sick leave bank reserve is below 180 days a member who has accumulated 80 personal sick days may donate any extra days over 80 until the sick leave bank reaches the 180 day maximum.

V. PROFESSIONAL LEAVE

Professional leave for purposes approved by the Superintendent may be allowed upon the prior written approval of the Superintendent. Reasonable expenses will be paid by the District.

VI. ASSOCIATION LEAVE

At the beginning of every school year the Association shall be provided with 4 days of paid leave to be used by employees who are officers or agents of the Association, such use to be at the discretion of the Association.

VII. SABBATICAL LEAVE

1. Any tenured teacher in USD #330 is eligible for a sabbatical leave of one year with the Board of Education's approval for the following purposes:
 - A. Pursuit of a "Specialist" Degree
 - B. Pursuit of a "Doctorate" Degree
 - C. "Hands On" employment experience with cooperating employers in an industry compatible to the teacher's subject area.

The Board of Education may extend the leave to two (2) years under special circumstances. The participants shall not receive remuneration during the sabbatical leave from the school district.

The Board will, however, provide employment comparable to his/her former position upon the teacher's return from the sabbatical and resume the same rights and privileges afforded him/her on the commencement of the leave. A teacher receiving a sabbatical leave will agree in writing to return and teach at least two (2) years in USD #330 after they complete their sabbatical leave.

The sabbatical leave will be limited so that no more than two (2) teachers are on sabbatical leave in the district during a given school year.

VIII. MISCELLANEOUS/OTHER LEAVE

1. Military leave will be granted for personnel called to active duty. Military leave shall be paid for a period of not to exceed 15 school days per year. The cost of the substitute shall be deducted from the teacher's salary should a substitute be necessary. Military leave beyond 15 school days shall be unpaid leave. However, the Board shall continue to pay the cost of a teacher's health insurance premium up to the amount specified in Article I, Section B of this agreement while the teacher is on military leave. The teacher's position may be filled by the Board but with the understanding that the teacher will be reinstated on his/her return.
2. Jury duty leave will be granted for personnel who have received a summons to attend jury duty. Jury duty leave will be paid if the employee produces proof of attendance by the court.

IX. LEAVE DEDUCTION

Any absence from duty not included in any negotiated leave must be approved in advance by the Superintendent and the teacher shall have his/her salary reduced by 1/175th (or the length of the extended contract) of the contracted salary in his/her primary contract for each day of absence.

X. REDUCTION OF TEACHING STAFF

1. The following steps will be utilized by the district's administrative staff to reduce the teaching staff.

To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the district to meet 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 as determined by the Board.

The following criteria shall be used to determine which teachers are to be retained:

- a. Teachers with the longest tenure in the district shall be retained when two or more teachers are qualified by license and experience.
- b. Tenured teachers with specialized license and experience teaching in that particular area of certification may only be replaced by another teacher with like qualifications and experience.
- c. When two or more teachers vying for a position have identical license and length of tenure in the district the teacher with the most years for total teaching shall be retained.

2. If a teacher's employment is terminated, the Board agrees to continue, at the teacher's own expense, insurance coverage pursuant to the provisions of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

1. Recall

- a. Prior to reduction, the Board will attempt to place the employees to be reduced in other teaching positions.

- b. Individuals who are reduced shall be offered recall in reverse order to RIF to vacant positions for which they are certified to fill in accordance with the procedures set forth in this article.
- c. Teachers who are reduced shall be eligible for recall for a period of three (3) years after reduction.
- d. Teachers who are reduced are obligated to keep the central office notified of their current address, phone number and whether the teacher wishes to be considered for recall.
- e. Recall will be initiated upon the existence of a vacancy in the District. Teachers recalled shall have seven (7) work days from notification of the recall to accept or reject the position. If the teacher does not respond within this seven (7) day period the teacher shall have waived any right to recall for that job.
- f. No new or substitute positions shall be filled while there are reduced employees available to fill the vacancies.
- g. No teacher will lose his/her recall rights if he/she secures other employment during the reduction.
- h. Any employee recalled shall be given full salary, related benefits and experience accrued at the time of reduction.
- i. Any employee reduced shall be accorded recall rights unless specifically waived in writing. The Board shall annually provide the Association with a current list of those who have retained these rights. The Association shall have the right to file a grievance for a teacher who is not currently employed if it appears that the teacher's recall rights have been violated.

XI. CONTRACT RELEASES

The following schedule of liquidated damages will be assessed Teachers asking for release of signed contracts. It is understood that the teacher shall be released if he/she is willing to pay the liquidated damages and no other penalties will be applied.

- 1-30 days after statutory deadline - \$1,000.00
- 31-60 days after statutory deadline - \$1,500.00
- 61-90 days after statutory deadline - \$2,000.00
- 91 + days after statutory deadline - \$2,500.00

The Board of Education reserves the right to waive or lower the amount of the liquidated damages. The teacher may request a waiver of liquidated damages by appeal to the Board. The liquidated damages will be deducted from the employee's final paycheck.

XII. CONDITIONS

If by operation of the state Cash-basis law, the district cannot perform as per this agreement by paying the salaries specified on the salary schedule, the parties agree to commence negotiations on a replacement schedule within ten (10) days of a final decision implementing the cash-basis law.

XIII. TEACHER PROTECTION

1. Any written or oral complaint regarding a teacher which is received by an administrator or board member and which may be used adversely to the teacher's employment shall be disclosed to the teacher within ten (10) days. If the complaint is to be placed in the teachers file, the teacher may challenge the allegations and document by filing a grievance under Section XIV., GRIEVANCE PROCEDURE and the teacher shall have the right to attach a written response. If the complaint has not been used as a basis for action against an employee within three (3) years of its entering the file, such material shall be removed and destroyed.
2. No teacher shall be disciplined by the District except by following the principles of the following procedure and guidelines.
 - a. The district must give the teacher forewarning or foreknowledge of the possible or probable consequences of the conduct or expectation to the extent known;
 - b. The rule, regulation or expectation must reasonably relate to the orderly and efficient operation of the school district and must be consistent with normally acceptable behavior or expectations of teachers;
 - c. The District must conduct an investigation of the matter before handing down any form of discipline;
 - d. The investigation of the District into the matter must be conducted objectively;
 - e. The District's investigation must result in findings that give reasonable cause to believe the teacher had violated a rule, regulation or expectation;
 - f. The District must uniformly apply rules, regulations, expectations, and any discipline which may result without discrimination to a teacher; and,

- g. The degree of disciplinary action administered by the District must reasonably relate to the seriousness of the teacher's proven misconduct and the teacher's record of performance in the school district.
3. Any teacher in the bargaining unit who is required to attend any meeting which may result in disciplinary action or meeting with complaining patron(s) shall be afforded the opportunity to have a representative present.

A teacher who is required to attend such a meeting shall be notified in writing at least 24 hours before such meeting takes place. Such notice shall include the topics to be discussed in order that the teacher may adequately prepare his/her position on said topic(s).

XIV. USD # 330 GRIEVANCE PROCEDURE

1. Purpose.

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of Unified School District No. 330, Wabaunsee County, Kansas, at the lowest level.

2. Definitions.

- a. Grievance shall mean any alleged violation of the terms and conditions of an employee's contract of employment and the master negotiated agreement.
- b. "Grievant" means a licensed staff member, a group of licensed staff members, or the Association having a grievance.
- c. Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.

3. Procedures.

In General. All grievances shall be initiated at the appropriate level where the action or decision occurred which caused the grievance to be filed. The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limit prescribed in this statement may be

extended or reduced by mutual consent of the grievant and the person or persons by whom his grievance is being considered.

Level 1. A grievant shall first take up his/her grievance with his/her immediate administrative superior in private informal conference(s) within fifteen (15) school days after the occurrence of the event upon which a grievance is based or after the grievant becomes aware of such event. If the employee is dissatisfied with the outcome of the initial private conference(s), he/she may request a formal conference with his immediate supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten (10) school days of the last informal conference.

Level 2. In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, or in the event that no decision is reached within five (5) school days after a formal presentation, he/she may appeal the matter in writing to the Superintendent of School.

If the grievant appeals the grievance to the Superintendent, the Superintendent or his designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within five (5) school days after the appeal has been received by the Superintendent.

If the grievant does not appeal the grievance to the Superintendent within thirty (30) school days after the formal conference at Level 1, the appeal of the grievance shall automatically be waived.

Level 3. If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within five (5) school days after the date the grievance was filed with the Superintendent or his designated representative under Level 2, then the grievant may appeal the grievance to the Board of Education for the purpose of final adjustment of the grievance by submitting a written request to the Clerk of the Board within ten (10) school days after the Superintendent or his designated representative has rendered a decision or after the expiration of said five (5) days. The Board shall submit its decision in writing to the aggrieved person within ten (10) school days of the meeting in which the Board of Education hears the grievance.

4. Supplemental Conditions.

- a. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
- b. Upon the final determination of the grievance, the documents, communication and records relating thereto, excepting a record of the grievance required by law to be kept and maintained, shall be destroyed.
- c. At each step of the procedure for adjusting grievances, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance, by a representative of his/her choice, and /or be represented by legal counsel.
- d. All grievance hearings shall be confidential.
- e. All discussions and hearings shall be conducted at times other than when school is in session.
- f. Excluded from the grievance procedure shall be matters for which law mandates another method or review.
- g. The filing of a grievance at all levels beyond the informal conference in Level 1, shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date, and place of the event or act and the names and addresses of any witnesses thereto.
- h. A teacher has a right to representation by filing a grievance if he/she is not satisfied with the evaluation. Item 4.C of the Supplemental Conditions of the Grievance Procedures states that "At each step of the procedure for adjusting grievances, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance, a representative of his/her choice and/or be represented by legal counsel."

XV. TEACHER EVALUATION

To conform with requirements of state law and/or the terms of the ESEA flexibility request (waiver) for the State of Kansas. All professional employees will be evaluated according to the requirements of K.S.A. 72-9001 et.seq. or as otherwise provided by law

USD 330 Mission Valley has adopted the Teacher Evaluation System from McRel. The instrument is designed to promote effective leadership, quality teaching and student learning while enhancing professional practice and leading to improved instruction.

A. Philosophy:

A basic assumption when a teacher is selected is that he/she possesses the background of education, training and experience necessary to teach and lead pupils toward intellectual maturity, and that additional experience and education will enhance the teacher's instruction in depth, variety, technique and inspiration to the pupil. The intended purpose of the evaluation system is to assess the teacher's performance in relation to the Profession Teaching Standards and to guide the creation of a plan for professional growth. The Professional Teaching Standards include:

STANDARD I: Teachers Demonstrate Leadership

STANDARD II: Teachers Establish a Respectful Environment for a Diverse Population of Students

STANDARD III: Teachers Know the Content They Teacher

STANDARD IV: Teachers Facilitate Learning for Their Students

STANDARD V: Teachers Reflect on Their Practice

Using the McRel Teacher Evaluation Rebric teacher performance will be rated as follows:

Developing: Teacher demonstrated adequate growth toward achieving standard(s) during the period of performance, but did not demonstrate competence on standard(s) of performance.

Proficient: Teacher demonstrated basis competence on standard(s) of performance.

Accomplished: Teacher exceeded basic competence on standard(s) of performance most of the time.

Distinguished: Teacher consistently and significantly exceeds basic competence on standard(s) of performance.

Not Demonstrated: Teacher did not demonstrate competence on or adequate growth toward achieving standard(s) of performance.

B. Procedure:

Evaluators are to be building principals, assistant principals, or Director of Special Services. In some cases evaluators may conduct evaluations of staff not assigned to their building. The Superintendent may also conduct certified evaluations of licensed personnel.

1. The evaluator shall discuss teacher evaluation objectives and procedures with his/her staff in the inservice workshop preceding school each year.
2. The evaluator will have an informal conference early in September with each teacher to discuss the teacher's goals and methods to be used during the school year.
3. Teacher-evaluator conferences shall be arranged according to the following schedules:
 - a. For teachers in the first two consecutive school years of employment it shall be evaluated a minimum of one (1) time per semester, by the 60th school day of each semester, except that any employee who is not employed for the entire semester shall not be required to be evaluated.
 - b. During the third and fourth years of employment the employee shall be evaluated a minimum of one (1) time each school year by February 15.
 - c. Teachers with four or more years of experience in the district shall be evaluated according to the timelines specified in the Licensed Personnel Evaluation Act. Additional evaluation conferences shall be scheduled as needed by either party in order to provide intensive and maximum assistance in strengthening and improving the teaching performance.
 - d. Should the evaluation procedure reveal a performance deficiency, it shall be the responsibility of the evaluator to inform the teacher in writing of the

deficiency and work with the teacher to strengthen it. After a mutually agreeable period of time has passed, the teacher shall be notified in writing of progress toward rectifying the deficiency. If a mutually agreeable period cannot be reached by the teacher and evaluator, a third party will set up a time period (Superintendent or designee). The contract of any person subject to evaluation shall not be non-renewed on the basis of incompetence unless an evaluation of such person has been made prior to notice of non-renewal of the contract and unless the evaluation is in substantial compliance with the board's policy of personnel evaluation procedure as filed with the state board in accordance with K.S.A. 72-2409, as amended.

4. In addition to the formalized evaluation procedures it is expected that frequent conferences of a more informal nature will take place concerning improving the quality of teaching performance. These conferences may result from a variety of circumstances such as, but not limited to, (1) observation by the evaluator in the routine performance of his/her duties of any aspects of job performance in need of immediate improvement; (2) concerns expressed by the teacher concerning any problem area or areas in which the teacher feels the need for assistance in order to improve teaching performance.
5. Prior to formal evaluation conferences teachers may evaluate themselves on the evaluation criteria using the evaluation instrument.
6. The evaluator shall make at least two classroom visitations of twenty minutes or longer duration prior to completion of each Teacher Evaluation Report.
7. An evaluation conference will be held involving the teacher and the evaluator following completion of all observations and prior to February 15. The written Teacher Evaluation Report shall be given to the teacher for review at least three (3) days prior to each evaluation conference. The Teacher Evaluation Report must be signed by the evaluator as the evaluator and by the teacher acknowledging that conference was held and that the teacher is aware of the contents of the evaluation report. The evaluation shall be complete when the report has been thoroughly discussed with the teacher. Within two weeks of receiving the final report the teacher shall be allowed to rebut in writing any portion of the reports which he/she feels is inaccurate, unfair, or incomplete.
8. In the event the teacher feels that the evaluation by the principal is inaccurate, unfair, or incomplete, the teacher may request a review of his/her evaluation by the Superintendent of Schools or his/her designee. Such a request for a review should be made in writing with a copy to the principal for his/her information. The Superintendent or his/her designee shall then review all aspects of the evaluation.

9. Signed copies of the Teacher Evaluation Report shall be made for the building principal, the evaluator, the Superintendent, and the teacher. If, as a result of informal observation and ensuing conferences, specific guideline and directives are determined and given to the teacher to improve teaching performance, these are to be filed in the same manner as the formal evaluation reports.

C. General

1. The teacher's file in the principal's office and in the Superintendent's office shall be open to the inspection of the teacher at all reasonable times during regular office hours except for credentials and related papers from teacher placement bureaus which by their own regulations are labeled as "confidential".
2. 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 state board of education as provided in K.S.A. 72-258, the board and the administrative staff of any school to which such employee applied for employment, and other persons specified by the employee in writing to the Clerk of the Board of Education.
3. All monitoring or observation of the professional performance of a teacher shall be conducted openly and with full knowledge of the teacher but not necessarily prior to knowledge.

XVI. CALENDAR

The Mission Valley USD #330 calendar will be the calendar adopted by the Board of Education and shall be attached to the parties' master agreement.

It is further understood that the teacher contracts, beginning with the 2022-2023 school year, shall be 175 eight and quarter (8.25) hour working days to be scheduled by the Board. The board would like to make the calendar committee an informal committee that meets each year to discuss and provide input into the construction of the calendar to be recommended to the Board of Education for consideration. The Board shall make the final determination of the calendar after receiving input from the informal committee.

If budget cuts from the state continue, in an effort to save jobs, a representation from the Board of Education will meet with the District's informal Calendar Committee, and the Negotiation Committee to discuss possible changes in the length of the day and reduce the number of contract days.

CONSIDERATIONS: Any additional snow days will be taken consecutively after the designated snow days. **An effort will be made to schedule four uninterrupted hours of work time at the end of each grading period and prior to parent/teacher conferences.**

RATIFIED AGREEMENT

This agreement shall be in full force and effect for one year beginning July 1, 2022 and ending on June 30, 2023.

Mission Valley USD #330

Mission Valley USD #330

TEACHER'S ASSOCIATION

BOARD OF EDUCATION

By 
President

By 
President

Date of Ratification by the

Date of Ratification by the Board:

Association July 11, 2022

27 JUNE 22

