

**2019 - 2020**

**NEGOTIATED AGREEMENT**

**ON TERMS AND CONDITIONS OF EMPLOYMENT**

**FOR CERTIFIED PROFESSIONAL EMPLOYEES,**

**EXCLUDING ADMINISTRATORS,**

**BETWEEN THE**

**VALLEY HEIGHTS EDUCATION ASSOCIATION**

**AND**

**THE BOARD OF EDUCATION**

**UNIFIED SCHOOL DISTRICT 498**

**MARSHALL COUNTY, KANSAS**

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## **ARTICLE I: GENERAL PROVISIONS**

The U.S.D. 498 Board of Education wishes to utilize the negotiation procedure as one way to enhance and improve faculty/Board of Education relations. This negotiated agreement shall remain in effect for one year.

Teachers within the system will be notified of any openings that occur. At the same time the opening will also be advertised and made public through normal means. No contract will be offered until after teachers within the system have had 5 days from the initial notification to make application.

## **ARTICLE II: ASSOCIATION RIGHTS**

Teacher association dues payments may be withheld from payroll salary in one, three, or nine payments.

## **ARTICLE III: HOURS AND AMOUNTS OF WORK - DUTY DAY/FAMILY AND MEDICAL LEAVE**

The normal workday is eight hours. Arrival and departure time will be determined annually by the Board of Education, but shall not start or extend beyond 7:45 AM and 3:45 PM. Reasonable exceptions to the duty day reporting and leaving times may be granted by the building administrator.

The professional day for all secondary classroom teachers shall consist of seven (7) periods, six (6) of which shall be instructional periods. One of the seven periods will consist of a seminar period and an MTSS intervention period. Each secondary teacher shall have at least one period each day free from 1) assigned student contact and 2) meetings for the purpose of planning and lesson preparations.

Each elementary teacher shall be allowed no less than forty (40) minutes each day free of 1) assigned student contact and 2) meetings for the purpose of planning and lesson preparations.

A secondary classroom teacher shall not be permanently assigned a seventh instructional period unless mutually agreed to by the teacher and the Board. Secondary classroom teachers permanently assigned an seventh instructional period shall receive additional compensation at the rate of one-seventh of their base contracted salary. In the event it is necessary to temporarily assign any teacher to a seventh instructional period, the administration shall first attempt to find a substitute from the district's approved substitute list. If an approved substitute is not available, then the administration may temporarily assign a teacher to a seventh instructional period. Any teacher temporarily assigned more than three days of seven (7) instructional periods in any one semester will be compensated at the rate of \$20 per hour.

Nothing in this agreement can or will be used to prohibit the development of block scheduling at the junior-senior high school and can be adopted after Board consideration.

The Family and Medical Leave Plan is considered a part of this Agreement by reference, see U.S.D. #498 Board of Education policy GARI.

## **ARTICLE IV: HOURS AND AMOUNTS OF WORK – DUTY YEAR**

For the 2019-20 school year, start times for the Valley Heights - Waterville Elementary will be 8:05 – 3:35; Valley Heights Jr/Sr. High School 7:55 – 3:25; Valley Heights – Blue Rapids Elementary will be 8:05 – 3:35. The basic contract for teachers shall be 182 days for school year 2019-2020. Teachers on extended contracts shall receive their daily rate of pay for the days worked beyond the length of the

regular contract. This means, for example, the FACS teacher will receive 13 days pay times the amount of daily pay as determined by dividing the employee base contract by 182 days for school year 2019-2020. The following extended contracts exist for the school year 2019-2020:

FACS – 10 days

Jr/Sr High Librarian – 3 days– These days are granted for the purpose of keeping the library materials accessible for instructional purposes to and including the next to the last day of the school term.

Vocational Agriculture – 23 days

7-12 Counselor – 13 days

Elementary Counselor – 6 days

Pre-K -12 Counselor – 13 days as long as the District employs one counselor.

Athletic Director – 5 days

Blue Rapids Certified Staff – 4 days for the 2018-19 school year.

Further, the Board of Education reserves the right to increase the number of days for extended contracts or put additional staff on extended contracts as necessary to meet district needs.

Teachers will have three (3) days to be used for preparation in their classroom, one before school starts, one before 2<sup>nd</sup> semester starts, and one at the end of the school year. Additional days would be for district or building level professional development as scheduled by the administration. If the first day of classes is a half day with students, the afternoon will be used as teacher preparation time. For the 2018-19 school year the afternoon of the first day of school, August 15<sup>th</sup>, will be a Professional Development ½ day with the afternoon of August 15<sup>th</sup> as teacher preparation time.

The August work day may be used as a Flex Day. A teacher may work any day between August 1<sup>st</sup> - August 10<sup>th</sup> to meet the required work day. Administration will provide a sign-in sheet for teachers to sign as proof of working their particular day. If the teacher does not work on the above days, they will be required to work on the scheduled work days as determined by administration.

Regular classes will dismiss for PLC – Professional Learning Communities – on Wednesday as determined by the Board of Education and the Valley Heights Education Association. For the 2019-2020 School year there will be thirteen district wide dismissals for PLC. District wide dismissal will be at 2:05 p.m. on the following dates: September 4<sup>th</sup>, September 18<sup>th</sup>, October 23<sup>rd</sup>, November 6<sup>th</sup>, November 20<sup>th</sup>, December 4<sup>th</sup>, December 18<sup>th</sup>, January 8<sup>th</sup>, February 5<sup>th</sup>, March 18<sup>th</sup>, April 1<sup>st</sup>, April 15<sup>th</sup>, May 6<sup>th</sup>.

## **ARTICLE V: HOURS AND AMOUNTS OF WORK – HOLIDAYS**

There shall be one five-day period each spring semester during which no regular school shall occur. This five-day period will include one Saturday and Sunday. The Spring Break shall occur as near the end of the third nine weeks as effective calendar planning permit. Further, it will be the intent of the Board of Education when effective calendar planning permits to continue the practice of not holding regular school on Good Friday. When effective calendar planning permits, the five-day Spring Break will be extended to six days if possible. Good Friday will be observed before a sixth day is added to Spring Break. When a

regular school day is cancelled due to weather or other causes beyond the control of the district those days will be made up to the extent possible. In order for the designated number of student contact days to be met, the following options exist: extend the school year; shorten scheduled breaks and/or holidays; have school on scheduled staff work days. Another option may include lengthening the school day a prescribed number of minutes. When possible the administration will solicit input from staff as to the preference of how the days will be made up.

#### **ARTICLE VI: SALARY AND WAGES - EXTRA DUTY**

The following duties will be paid \$12.05 per hour selling tickets, supervision of lunchroom, bus supervision while on the bus outside school hours, sponsoring class parties, score keeping, time keeping, supervision of detention hall, and assisting in pre-enrollment outside school hours. Rate will increase at a percentage equal to the non-certified staff pay increase.

Extra duty payment, other than that covered by supplemental contracts, will be made monthly, through the school term.

\$20.00 per hour will be paid to teachers attending administration-called meetings, supervision of ET or Homework Room, and IEP's outside of the regular contract day.

#### **ARTICLE VII: SALARY AND WAGES - DRIVER'S EDUCATION**

The summer driver's education instructor shall be compensated at the rate of \$22.00 per hour.

#### **ARTICLE VIII: SALARY AND WAGES – IDL**

Any teacher teaching on the IDL will receive a \$300 stipend per semester, per class.

#### **ARTICLE IX: SALARY AND WAGES – NATIONAL BOARD CERTIFICATION**

Teachers who have attained certification from the National Board of Professional Teacher Standards shall earn an additional step down on the salary schedule and will be paid an incentive bonus each year in the amount prescribed in State Statute 72-2166 (currently \$1000 a year). This bonus will be paid for as long as the teacher retains a valid master teacher license and for the duration of their employment with USD 498.

#### **ARTICLE X: SALARY AND WAGES - SUPPLEMENTAL SALARIES**

Supplemental contract salaries are based on the current base salary for the year that the contract is in effect. The position and % allowed for each position are on the attached Supplemental Salary Schedule. Positions not directly connected to a teaching assignment may qualify for longevity pay. For the 2018-19 school year, the following changes have been added: 1% longevity for PDC chair; \$350 stipend for PreK-6 BLT members, when meeting outside of the contract time; established a concessions coordinator at 7% of base; eliminated OLWEUS coordinator position.

## **ARTICLE XI: SALARY AND WAGES – SALARY SCHEDULE**

The base salary for the 2019-2020 contract year shall be \$36,200 with steps across and down for certified teachers as per the salary schedule. Certified staff frozen in previous contract years will be placed at the appropriate level. The 2019-2020 salary schedule is attached and made a part of this agreement. On the salary schedule the columns carrying hours beyond a degree are columns with post-degree hours. Post-degree hours may either be graduate or undergraduate hours in any field, but must have been earned after the degree in addition to which they are being counted.

In the 2006-2007 negotiated agreement the basic structure of the salary schedule was changed. For teachers hired after August 1, 2006, the salary schedule shall consist of the following columns and steps: In 2019 the salary scale columns were adjusted to the following: BS Column steps 0 through 11; BS+15 hrs column steps 0 through 28; MS column steps 0 through 28; MS+15 hrs steps 0 through 28; MS+30 hrs steps 0 through 28; MS+45 hrs steps 0 through 28; and MS+60 hrs steps 0 through 28.

Any certified teacher with ten to fourteen years of employment in USD #498 will receive an additional \$250. Years fifteen through nineteen will be an additional \$350. Years twenty through twenty-four will be an additional \$550. Year twenty-five and above will be an additional \$750.

To accommodate teachers who did not fall within the above framework of steps when the salary schedule was revised, the following steps will exist. BS column steps 9 through 11; BS+15 hrs column steps 12 through 26; MS column steps 15 through 21; MS+15 hrs column steps 18 through 22; MS+30 hrs column steps 21 through 28; and MS+45 hrs column steps 24 through 28. Teachers initially placed on these steps for the 2006-2007 contract year will be allowed to progress horizontally and vertically through them in a normal fashion. If a horizontal step does not exist within the above structure, the teacher will be placed on the lowest salary step in the next column which exceeds their current salary. Teachers hired after August 1, 2006, cannot be placed on or be allowed to progress through these steps.

New teachers to the district will be placed on the salary schedule by comparing their education and number of years experience with existing teachers on the schedule.

As a result of the new schedule adopted in 2006, if any discrepancies occur, they will be resolved between the Board of Education and the individual teacher.

It is the sole responsibility of the certified staff member to provide the completed advancement application to the Board Clerk no later than July 1 of the year the application is made. A Salary Schedule Advancement form is included in this Negotiated Agreement.

## **ARTICLE XII: SALARY AND WAGES - MILEAGE REIMBURSEMENT**

The mileage paid for itinerant teachers will be established on an individual basis. The teacher, principal, and superintendent will meet to determine the itinerant teacher's schedule. Mileage will be paid for the number of miles the teacher is required to travel after reaching the first assigned center in the morning until reaching the last assigned center in the afternoon. Said mileage will be multiplied by the current district mileage rate and compensation made at the end of each semester. The mileage rate for 2019-2020 has been established at \$.44 per mile.

## **ARTICLE XIII: SALARY AND WAGES - METHOD OF SALARY PAYMENT**

Salary and supplemental salary payments will be directly deposited in twelve (12) equal installments on the 10th of the month, or nearest the 10th that's not a weekend date, in the bank designated by the employee. The district is not liable for delays in deposits.

#### **ARTICLE XIV: SALARY AND WAGES – LONGEVITY ENHANCEMENT**

Any certified staff with ten consecutive years of employment in the district may participate in the Longevity Enhancement Plan by contributing 1% of the base salary to the 403(b) plan as a pre-tax contribution with the District matching the contribution.

#### **ARTICLE XV: HEALTH INSURANCE**

The Board will provide a single membership health insurance for all certified staff for the 2019-2020 school year. Certified staff who have the board-provided single health insurance may opt to pick another option if the teacher provides the district with written permission to take the additional cost of the selected option from their salary.

#### **ARTICLE XVI: SALARY REDUCTION**

The school district shall establish a program in conformity with Section 125 of the Internal Revenue Code of 1954 as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service for Salary Reduction. Any employee may reduce his/her salary by an amount up to the statutory limit on non-taxable benefits as set forth in the program.

The employee shall make any salary reduction request within six (6) working days after commencing work in USD 498. As per our Section 125 Plan, that reduction shall remain in force through out the twelve (12) ensuing months or through the August pay period or upon termination of employment with the district, whichever first occurs. In the event that the health insurance carrier increases the amount of the premium for health insurance during the term of the plan, the teacher shall have the right to have his/her salary reduced accordingly to cover the increase.

One service administration company shall administer the salary reduction program. Items by which the employee may reduce his/her contract are as follows:

- (a) Health Insurance
- (b) Cancer Insurance
- (c) Salary Protection Insurance
- (d) Dental and Vision Insurance
- (e) Unreimbursed medical expenses not covered by insurance
- (f) Dependent care assistance

If none of these options are chosen, the employee shall receive his/her total salary in cash and may purchase the above benefits from his/her total salary as a salary deduction.

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

#### **ARTICLE XVII: PROFESSIONAL DEVELOPMENT**

##### **Incentive for Certification - (Reinstated for the 2018-2019 School Year)**

Any teacher who has been employed by the Board for at least one school year may make written request to the Board of Education for the Board to reimburse the teacher for certification attained by the teacher in a new field to study. If the Board should agree to such request, the Board will reimburse the teacher for books and tuition necessary for the teacher to attain such certification on the condition that the teacher submit receipts for the payment for such books and tuition and further submit proof from the

college or university that the teacher has satisfactorily completed the course or courses of study. In addition, before the Board will agree to such reimbursements, the teacher shall enter into a written agreement with the Board, upon mutually agreed upon terms including, but not limited to, the teacher's agreement to sign an employment contract for the following school year.

The Board may request that a teacher who has been employed by the Board for at least one school year attain certification in a new field of study. If the Board should make such request and the teacher agrees to the request, the Board will reimburse the teacher for books and tuition necessary for the teacher to attain such certification, on the condition that the teacher submit receipts for the payment for such book and tuition and further submit proof from the college or university that the teacher has satisfactorily completed the course or courses of study. Such reimbursement is further conditioned on the teacher entering into an agreement with the Board, upon mutually agreed-upon terms including, but not limited to, the teacher's agreement to sign an employment contract for the following year.

#### Incentive for Advanced Degree –

The Board of Education will reimburse \$250 per credit hour for work towards or beyond an advanced degree in an area of teaching methods, assessments, or subject matter taught. Credit must be granted from an NCATE or similar accredited institution. Board written permission must be obtained prior to enrolling in a class/program of study and reimbursement will occur upon verification of successful completion of each course. Teacher will submit an official transcript to gain reimbursement. If offered a contract for the following year and the teacher leaves the district, they must reimburse USD 498 100% of tuition paid by the district. If the teacher leaves after the first year, they must reimburse USD 498 75% of tuition paid by the district. If the teacher leaves after the second year, they must reimburse USD 498 50% of tuition paid by the district.

### **ARTICLE XVIII: EVALUATIONS**

Each teacher shall be evaluated as required by state law.

### **ARTICLE XIX: LEAVES - SABBATICAL LEAVE**

Teachers may leave the district for a period of one year and return to the district without loss of seniority for any advancement towards degree or degrees; however, they may not always return to the same position unless that position is open. A maximum of three such leaves in any given year will be approved.

### **ARTICLE XX: LEAVES - PROFESSIONAL LEAVE**

The number of professional leave days is to be unlimited; however, said leave must be used for workshops or school visitations that are of value to the school district or correlated to the individual's contracted assignment in U.S.D. 498.

State meetings or visitations of not more than three duty days may be approved by the administration (Principal and Superintendent). Said request must be delivered to the Superintendent's office on a professional leave form at least 72 hours prior to the requested leave.



Requests for longer periods of leave must appear on the Agenda and be acted upon by the Board of Education at a regular meeting. The district will pay required reasonable expenses incurred by the individual employee attending approved activities. Any out-of-state travel will require board approval.

#### **ARTICLE XXI: LEAVE - DISCRETIONARY LEAVE**

There will be four (4) days of discretionary leave allowed per year. Discretionary leave days are not accumulative as discretionary leave. If a teacher takes more than two (2) consecutive discretionary days, the teacher will be docked an amount equal to substitute pay for the amount of approved discretionary days past the two (2) days. Discretionary leave will not be granted in conjunction with a holiday, vacation, or during the last week of school unless it is an emergency situation.

This leave requires approval of the principal and superintendent, and the request should be made in advance when possible.

At the end of the school year the teacher will have the option of either (1) transferring unused discretionary leave to sick leave for accumulation as sick leave or (2) electing to receive reimbursement of unused discretionary leave at the current rate of substitute teacher pay and thus forego any accumulation. The teacher shall notify the Board of Education in writing as to which option he/she has selected prior to May 1 of the current school year. Any teacher who does not notify the Board of Education of his/her selection by May 1st shall have his/her unused discretionary leave automatically transferred to sick leave. The teacher's selection shall continue in effect from year to year until the teacher notifies the Board of Education in writing of a change in his/her option selection.

Discretionary leave days will not be a negotiated issue until the 2020-2021 school year.

#### **ARTICLE XXII: LEAVES - SICK LEAVE**

Sick leave will be allowed for: (1) employee's illness; (2) illness including pregnancy, childbirth, and recovery there from of a family member; (3) doctor appointments; (4) funerals for immediate family and close relatives; (5) maternity allowance is limited to the number of days considered as illness and verified by a medical doctor; and (6) other days as approved by the superintendent of schools. The number of days allowed for sick leave will be eight (8) days per year accumulative to sixty days.

Any teacher who is receiving workers' compensation benefits will have this amount of pay received for sick leave pay reduced by the amount of workers' compensation received for days not worked. The Board will pay \$10 per day up to and including 30 days of accumulated sick leave when a teacher leaves the system for any reason. The Board will also pay \$10 a day to teachers for accumulated days in excess of 60 days at the end of each school year.

Upon a bona fide retirement, either at the normal retirement age of 62 or when eligible for KPERS, the certified staff member will receive one hundred and fifty percent (150%) of what is listed in the negotiated agreement as pay for unused sick leave. At the beginning of each school year a written record of sick leave will be given to each teacher and the Association President. This record will include the number of days accumulated prior to the current year, number allocated for current year, and the total number available for the current year.

#### **ARTICLE XXIII: SICK LEAVE BANK**

As of June 26, 2019, the sick leave bank contains 63.5 days. New staff will automatically have one (1) day deducted from their sick leave for placement in the certified sick leave bank. In the event that the number of days in the sick leave bank falls below one and a half times the number of teachers employed by the Board of Education, a minimum of one (1) day of each teacher's sick leave shall be transferred to the sick leave bank. Except for days contributed by new staff, the maximum number of days in the sick

leave bank shall not exceed three (3) times the number of teachers employed. At any time prior to May 15<sup>th</sup>, teachers may voluntarily contribute days to the sick leave bank so long as the maximum number of days permissible in the bank is not exceeded. The Association shall maintain a form for the voluntary contribution of sick leave days in the bank. Sick leave days transferred to the bank shall not be eligible for purposes of the buy-back provisions of Article XVIII in the event a teacher leaves the employment of USD 498 for any reason.

The Valley Heights Education Association shall administer the use of sick leave bank days. The Association shall appoint a person to act as a liaison with the USD #498 Central Office for the purpose of monitoring the number of days contributed to and used from the sick leave bank. Any teacher who first exhausts his or her own sick leave accumulation may request use of the sick leave bank days by making written application to the Association. Approval or denial of the application shall be in the sole discretion of the Association, except that sick leave bank days shall be used only for a teacher's personal or immediate family illness or disability.

#### **ARTICLE XXIV: PROFESSIONAL DEVELOPMENT**

The Professional Development Committee, comprised of one certified representative from each elementary building and three certified representatives from the junior-senior high school and two building administrators shall make recommendations to the Board of Education for the planning and conducting of Professional Development for the certified staff. The Superintendent will serve as an ex-officio member. Professional Development shall be determined by the Board of Education.

#### **ARTICLE-XXV: STUDENT TEACHER SUPERVISION**

An amount equal to the reimbursement money received by the district for placement of student teachers will be paid directly to the supervisory teacher. Assignment of student teachers shall be by mutual agreement between the district and the individual supervisor teacher.

#### **ARTICLE XXVI: BOARD POLICY DEVELOPMENT**

When possible, teachers will have input into the making of new policies.

#### **ARTICLE XXVII: FACILITIES IMPROVEMENT**

If a teacher desires improvements in facilities, they should be written on end of year requisitions for consideration.

#### **ARTICLE-XXVIII: SCHOOL LUNCH**

K-6 certified staff members will be on duty during student lunch on a rotational basis. Assigned teachers for this activity will receive a free lunch. Other Teachers will have a "duty free" lunch period but will deliver their students to the lunchroom and pick up their students from the lunchroom at designated

times to be set by the principal. Because of the short length of time involved for lunch, teachers will not be allowed to leave the building without approval by the principal.

#### **ARTICLE XXIX: EARLY RETIREMENT**

The USD #498 Board of Education will discuss options for early retirement with any certified employee.

#### **ARTICLE XXX: COURTESY PASS**

The U.S.D. 498 courtesy pass will be good for the employee, spouse, and any dependents of public school age living at home. As part of the retirement package, anyone who retires under the provisions listed for regular retirement or KPERS retirement will be granted a courtesy pass to Valley Heights' activities.

#### **ARTICLE-XXXI: SUMMER PROFESSIONAL DEVELOPMENT SALARY ENHANCEMENT PLAN**

The following are the rules and procedures for this program. A copy of the application form is attached.

##### Rules and Procedures

1. Program limited to USD #498 employees.
2. The primary focus of this program is curriculum development and/or the effective use of technology.
3. Compensation per day is determined by dividing the base salary by the number of contract days
4. You may not be paid twice for participating in this program, i.e. if you are getting a stipend for attending a conference you cannot also receive payments under this plan. A second example, which would not qualify you for compensation under this program, would be a class that would cause you to move on the salary schedule.
5. The professional development pool will be limited to a total of 78 days.
6. Each teacher is limited to two days of compensated time each summer.
7. Teachers on extended contracts are expected to utilize those contract days before being eligible for this program.
8. Any teacher who changes their curriculum or grade assignment receives 2 days for preparation time.
9. Approval by Superintendent is required for payment.
10. Professional Development days scheduled by the administration in addition to the teacher requested days occurring during non-contract days will qualify under this Plan. Teachers will be compensated at the base salary rate divided by the number of contract days. The scheduled days may require mandatory attendance by selected staff as designated by administration.

#### **ARTICLE XXXII: RELEASE FROM CONTRACT**

In the event that a professional employee requests in writing to be released from his/her contract of employment with the school district, the Board of Education, in its absolute and sole discretion, may grant the request if the following conditions are met by the professional employee:

- The professional employee shall be eligible for retirement under the Kansas Public Employees Retirement System, K.S.A. 74-4901, et seq.;
- The professional employee shall have a minimum of twenty-five (25) years of continuous employment with Unified School District 498, Marshall County, Kansas; and
- A new professional employee does not have to be hired for the succeeding school year to assume the professional employee's current curriculum assignments.

If the professional employee requesting release from his/her contract meets all of the above conditions, and the Board of Education, in its absolute and sole discretion, determines that it is in the best interests of the school district to release the professional employee from his/her contract, then the professional employee and the Board of Education shall enter into and execute a written mutual release of the professional employee's contract, with the terms of the mutual release to be the following:

- The professional employee shall be paid the sum of \$14,000, less all applicable state and federal payroll taxes, with said sum to be paid in two (2) payments over two calendar years, with the first payment to be in the sum of \$3,000 and paid in the calendar year the professional employee is released from contract, and the second and final payment of \$11,000 to be paid in the succeeding calendar year; and
- The professional employee and the Board of Education stipulate that the professional employee's release from contract shall be considered a voluntary resignation by the professional employee.
- The form of the mutual release is shown in Appendix A, attached hereto.

### **ARTICLE XXXIII: TECHNOLOGY STAFF DEVELOPMENT**

Any certified staff employee completing the requirements for Knowledge, Application or Impact Levels of the Technology Staff Development Plan will receive an annual stipend, not to exceed one level per year. Level Stipends are as follows: Knowledge - \$200, Application - \$300, and Impact - \$400.

A staff member choosing to complete all three levels in one year may elect to forego the stipend for the Knowledge and Application levels and submit documentation for the Impact Level stipend.

To receive stipends, staff members must gain knowledge above and beyond what they submitted in the previous Phase I and II Technology Professional Development Plan.

### **ARTICLE-XXXIV: COPY OF AGREEMENT**

Within ten (10) work days after either ratification of a negotiation agreement, issuance of a unilateral contract, or the first day of regular classes at the beginning of the school year, whichever shall last occur, the Board of Education will post a copy of either the negotiated agreement or unilateral contract on the USD 498 website and, in addition, provide three copies to the Association.

### **ARTICLE XXXV: INTELLECTUAL PROPERTY PROVISION**

A "work for hire" is work that the teacher is employed and paid to create as part of the teacher's employment. The Board and the Association recognize that, except in the case of "works for hire", the teacher who writes or produces any work shall own the exclusive rights thereto, including ownership of the copyright. "Works for hire", and the copyright of such works, belong to the Board. A teacher who uses district equipment or facilities to create a copyrightable work that is not a part of his or her teaching duties agrees to grant the Board a royalty-free license to use or to perform that work.

**ARTICLE XXXVI: USD 498 SCHOOL BOARD/TEACHER COMMITTEE**

A USD 498 School Board/Teacher Committee will be formed to discuss topics pertaining to the school district. The committee will contain two school board members, all district administrators and four teachers. The teachers will be selected by VHEA, with one teacher selected from the Blue Rapids building, one teacher selected from the Waterville building, and two teachers from the Junior/Senior High School. This committee will meet once a semester at a time to be determined by those involved with the committee. The agenda will be formed by district administration but a section will be given for the teachers to present topics for discussion.

**SUPPLEMENTAL SALARIES**

Supplemental contract salaries are based on the current base for the year the contract is in effect. The position, percent allowed for each position, and the current salaries are listed below:

<u>POSITION</u>	<u>% Allowed Each Employee</u>	<u>Suggested # Employees</u>
Activities Director	12	1 for Jr.-Sr. High School
Curriculum Chair (Science, S. Studies, L. Arts, Math, Vocational)	2	5
Curriculum Coordinator	2	1
Debate	5	1
F.F.A.	2	1
FCCLA	4	1
Forensics	7	1
Lead Teacher	3	2
Mentor Teacher	2	As assigned
Music - Instrumental	6	1
Music - Vocal	6	1
Yearbook Sponsor	4	1
ESOL	2	As needed
Webpage Coordinator	2	1
Art Club	2	1
Test Coordinator	3	2
MTSS Coordinator	6	4
Robotics Sponsor	2	1

The following positions are eligible for longevity pay. Longevity Pay will be an additional 1% for every five (5) consecutive years at one position at Valley Heights.

<u>POSITION</u>	<u>% Allowed Each Employee</u>	<u>Suggested # Employees</u>
Class Sponsors	4	1
Junior Class Sponsors	5.5	as assigned
Drill Team	4	1
Cheerleading	5	2
KAYS	1	2
Model UN	2	1
We The People Sponsor	2	1
National Honor Society	1	1
Pep Club - High School	5	2
Pep Club - Junior High	2	2
Play - High School (4% Head Director; 2% per Assistant; max 2;)		3
Play – Set Designer	1	
Scholars Bowl - Jr. High	2	1
Scholars Bowl - Sr. High	4	1
Student Council	2	1
Summer Band	5	1
VH Club	1	1
PDC Chair	2	1
Concessions Coordinator	7	1

ATHLETIC COACHES

	<u>% Allowed Each Employee</u>	<u>Suggested # Employees</u>			
		<u>JR. HIGH</u>		<u>SR. HIGH</u>	
		<u>Boys/Girls</u>		<u>Boys/Girls</u>	
Football	12			1	
Assistant Football	7			as assigned	
JH Football	9	1			
Assistant JH Football	7	1			
Volleyball	12			as assigned	
Assistant HS Volleyball	7			1	
JH Volleyball	9	1			
Assistant JH Volleyball	7	1			
Basketball	12			1	1
Assistant HS Basketball	9			1	1
JH Basketball	9	1	1		
Assistant JH Basketball	7	1	1		
Track – Head Jr.-Sr. Coach	11	One person for Jr.-Sr. High School			
Assistant Track	6	1	1	1	1
Golf	8			1	
Assistant Golf	6			as assigned	
Weight Lifting	4	One person			
Summer Weights	5	One person			
Cross Country	8	One person			

\* This position will only exist if the number of participants require an additional coach as determined by staff and administration.

The number of employees allowed shall be as determined by the Board. In the event that fewer than the maximum number of employees are assigned a particular position, the percent allowed each such employee shall not increase.

### RATIFICATION

The respective negotiating teams, the Association and the Board, hereby acknowledge, ratify and approve the above and foregoing agreements to be in effect for one year beginning July 1, 2019 and ending June 30, **2020** with salaries open for negotiations each year plus each side can submit two (2) other items for negotiations according to Chapter 284, 1970 Session Laws of Kansas, as amended.

Valley Heights Education Association

USD #498 Board of Education

By \_\_\_\_\_  
(President)

By \_\_\_\_\_  
(President)

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Clerk)

Date \_\_\_\_\_

Date \_\_\_\_\_



**APPENDIX A****MUTUAL RELEASE FROM CONTRACT**

The following represents the Mutual Release from Contract between (NAME OF PROFESSIONAL EMPLOYEE), hereinafter referred to as " \_\_\_\_\_ ", and UNIFIED SCHOOL DISTRICT NO. 498, MARSHALL COUNTY, KANSAS, hereinafter referred to as "DISTRICT", and its BOARD OF EDUCATION, hereinafter collectively referred to as "BOARD", entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, " \_\_\_\_\_ " is a tenured professional employee employed by the BOARD, and

WHEREAS, on \_\_\_\_\_, 20\_\_, " \_\_\_\_\_ " submitted his/her formal request to be released from his/her contract with BOARD, effective with the end of the \_\_\_\_-\_\_\_\_ school year, and

WHEREAS, the BOARD has determined that it is in the best interests of the school district to release " \_\_\_\_\_ " from his/her contract with Board for the \_\_\_\_ - \_\_\_\_ school year (*succeeding school year*), effective with the end of the \_\_\_\_ - \_\_\_\_ school year (*current school year*).

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Upon receipt of a fully executed copy of this Mutual Release " \_\_\_\_\_ " shall submit a letter of resignation, with the effective date of his/her resignation to be June 30, 20\_\_.

Upon receipt of " \_\_\_\_\_ 's" letter of resignation, BOARD shall accept the resignation and release " \_\_\_\_\_ " from his/her contract with Board for the \_\_\_\_ - \_\_\_\_ (*succeeding school year*) school year and all succeeding school years.

2. " \_\_\_\_\_ 's" letter of resignation shall state that his/her resignation is a voluntary resignation.

3. The BOARD will pay " \_\_\_\_\_ " \$14,000.00, less applicable payroll deductions. Said amount shall be paid to " \_\_\_\_\_ " by way of two (2) payroll checks, with the

first payroll check to be paid with the DISTRICT'S normal September 20\_\_ payroll date, and with the second payroll check to be paid with the DISTRICT'S normal January, 20\_\_ payroll date.

4. For the sole consideration listed herein," \_\_\_\_\_" hereby and for his/her heirs, executors, administrators, successors and assigns, waives, releases, acquits and forever discharges the BOARD, DISTRICT, the DISTRICT'S agents and employees, and all other persons of and from any and all claims, actions, causes of action, grievances, demands, rights, damages, attorney fees, costs, expenses, and compensation, and any claims whatsoever, including but not limited to any and all claims under state or federal law, including but not limited to any rights or causes of actions under the Kansas Constitution, the Constitution of the United States, the Kansas Continuing Contract Law (K.S.A. 72-5410 *et seq.*), the Kansas Due Process Procedure; Contract Termination Act (K.S.A. 72-5436 *et seq.*), the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Rehabilitation Act of 1973 (29 U.S.C. §701 *et seq.*), Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e *et seq.*), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and all amendments thereto, the Civil Rights Act of 1871 (42 U.S.C. §1983 and §1985), the Civil Rights Act of 1991 (Pub. L. No. 102-166, 105 Stat. 1071 [1991]) and all amendments thereto, the Age Discrimination in Employment Act (29 U.S.C. §621 *et seq.*) and all amendments thereto including the Older Workers Benefit Protection Act and all amendments thereto, and the Civil Rights Attorneys' Fees Act (42 U.S.C. §1988) and all amendments thereto, which he now has or which may hereafter accrue on account of or in any way arising out of the employment of " \_\_\_\_\_" by BOARD and DISTRICT.

5. Further, for the sole consideration listed herein, the BOARD and DISTRICT hereby and for their successors and assigns, waive, release, acquit and forever discharge " \_\_\_\_\_" of and from any and all claims, actions, causes of action, grievances, demands, rights, damages, attorney fees, costs, expenses, and compensation, and any claims whatsoever, including but not limited to any and all claims under state or federal law, and specifically releases " \_\_\_\_\_" from any further

contractual liability under the Kansas Continuing Contract Law, 72-5410 *et seq.*) and the Kansas Due Process Procedure; Contract Termination Act (K.S.A. 72-5436 *et seq.*).

6. “\_\_\_\_\_” acknowledges that he/she has had twenty-one (21) days prior to execution of this Agreement to consider it. For a period of seven (7) days following the execution of this Mutual Release from Contract, “\_\_\_\_\_” may revoke the Mutual Release from Contract, and the Mutual Release from Contract shall not become effective or enforceable until the 7-day revocation period has expired. “\_\_\_\_\_” is advised that he/she should consult an attorney before signing this Mutual Release.

7. By executing this Mutual Release from Contract, the parties affirm that they understand it fully, and they acknowledge that it represents the entire agreement between them

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate the day and year first above written.

\_\_\_\_\_  
(Name of Professional Employee)

BOARD OF EDUCATION OF  
UNIFIED SCHOOL DISTRICT NO. 498,  
MARSHALL COUNTY, KANSAS  
And UNIFIED SCHOOL DISTRICT NO. 498,  
MARSHALL COUNTY, KANSAS

By \_\_\_\_\_  
President of the Board of Education of USD 498  
Marshall County, Kansas

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Education

**APPLICATION FOR APPROVAL AND REIMBURSEMENT FOR ADVANCED DEGREE**

**DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

NAME OF PROGRAM OF STUDY/CLASSES ENROLLING \_\_\_\_\_  
\_\_\_\_\_

NAME OF INSTITUTION \_\_\_\_\_

IS THIS A MASTER LEVEL PROGRAM? \_\_\_\_\_

NUMBER OF HOURS COMPLETED IN PROGRAM \_\_\_\_\_

NUMBER OF HOURS REMAINING TO COMPLETE PROGRAM \_\_\_\_\_

This form must be completed and signed by the Superintendent and Teacher prior to enrolling in a class or program of study. Reimbursement will occur upon verification of successful completion of each course.

\_\_\_\_\_  
Superintendent  
Date: \_\_\_\_\_

\_\_\_\_\_  
Teacher  
Date: \_\_\_\_\_

\*\*\*\*\*

Office Use Only:

Course Name \_\_\_\_\_ Date Completed \_\_\_\_\_

Reimbursement Date \_\_\_\_\_

**Application Form for Summer Salary Enhancement Plan**

1. Name \_\_\_\_\_

2. Date of Application \_\_\_\_\_

3. Number of Days Requested (Circle one) 1 day    2 days

3. Describe Activity Including Benefit to Students:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Other Faculty Involved

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Date(s) of Activity \_\_\_\_\_

7. \_\_\_\_\_  
(Signature of Building Principal)

***Send to Superintendent - Superintendent will return to you - when you have completed your activity, sign and return to Central Office.***

8. Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_

*Return to Superintendent for approval. Form will be returned to you after activity is approved. When activity is complete, sign and return completed form to the Superintendent.*

\*\*\*\*\*

**Sign and resubmit to Central Office for Payment When The Activity is Complete.**

\_\_\_\_\_  
Signature of Teacher

**Valley Heights Education Association**  
**Request for Permission to Draw from the Sick Leave Bank**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date Current Illness Began: \_\_\_\_\_

Number of Days Requested: \_\_\_\_\_

Statement of pertinent information for the committee (attach additional sheets if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby authorize central office staff to make my personnel records pertaining to sick leave available to the Committee.

\_\_\_\_\_  
Employee's Signature

# Valley Heights Education Association

## Voluntary Sick Leave Contribution Form

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Number of days contributing: \_\_\_\_\_

I hereby authorize central office staff transfer the above number of days to the sick leave bank. I acknowledge that these days shall not be eligible for purposes of the buy-back provisions of Article XVIII of the negotiated agreement.

\_\_\_\_\_  
Employee's Signature

# Salary Schedule Advancement

I hereby request to move on the salary schedule as follows:

**Transcripts:**

University \_\_\_\_\_ Number of Hours \_\_\_\_\_ Date \_\_\_\_\_

University \_\_\_\_\_ Number of Hours \_\_\_\_\_ Date \_\_\_\_\_

University \_\_\_\_\_ Number of Hours \_\_\_\_\_ Date \_\_\_\_\_

**Inservice Points:**

Number of Points \_\_\_\_\_ (20 inservice points per credit hour) = \_\_\_\_\_ hours

Step \_\_\_\_\_ to Step \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Approved: \_\_\_\_\_

*The staff member is responsible for submitting staff development and college transcripts to the Central Office for the purpose of moving across the salary schedule no later than July 1 of the year application is being made.*