

PROFESSIONAL AGREEMENT  
BETWEEN  
USD 376  
STERLING PUBLIC SCHOOLS  
AND  
STERLING TEACHERS  
ASSOCIATION  
2019-2020

AGREEMENT made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Board Of Education, Unified School District No. 376, and the Sterling Teachers Association.

This agreement, negotiated by authorized parties of the Board and the Association, ratified in accordance with the provisions of the Professional Negotiation Act, K.S.A. 72-5413, et seq. by both the Board and the Bargaining Unit, and signed by the President of the Board and the President of the Association, shall become binding on both parties for the school year 2019-20.

This agreement shall become effective July 1, 2019 and shall remain in full force and effect to and including June 30, 2020. The Agreement shall be posted on the district web page for access by all Professional Employees. A printed copy will be provided to a Professional Employee upon request to the Superintendent.

Should any part of this Agreement be declared illegal, then that part shall be deleted from the Agreement. All remaining portions shall remain in full effect.

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Ken Brown, President

Board of Education  
Sterling Public Schools

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Derek Schneider, President

Sterling Teachers' Association



<b>Jr. High Supplemental Schedule 2019-20</b>			<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
\$34,750	Base Salary		Year 3-4	Year 5-6	Year 7-8	Year 9-10	Year 11-12	Year 13-14	Year 15-16	Year 17-18
Assignment			0.5%	1.0%	1.5%	2.0%	2.5%	3.0%	3.5%	4.0%
	% of Base	Salary								
Head Football	8.0%	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475	\$3,649	\$3,823	\$3,996	\$4,170
Head Basketball	8.0%	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475	\$3,649	\$3,823	\$3,996	\$4,170
Head Volleyball	7.0%	\$2,433	\$2,606	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475	\$3,649	\$3,823
Head Tennis	5.0%	\$1,738	\$1,911	\$2,085	\$2,259	\$2,433	\$2,606	\$2,780	\$2,954	\$3,128
Asst. Football	4.0%	\$1,390	\$1,564	\$1,738	\$1,911	\$2,085	\$2,259	\$2,433	\$2,606	\$2,780
Asst. Basketball	4.0%	\$1,390	\$1,564	\$1,738	\$1,911	\$2,085	\$2,259	\$2,433	\$2,606	\$2,780
Asst. Volleyball	3.5%	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911	\$2,085	\$2,259	\$2,433	\$2,606
Scholars Bowl	2.0%	\$695	\$869	\$1,043	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911	\$2,085
STUCO	1.5%	\$521	\$695	\$869	\$1,043	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911
J-Teens	1.5%	\$521	\$695	\$869	\$1,043	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911
A Few Good Men	1.5%	\$521	\$695	\$869	\$1,043	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911

<b>HS Supplemental Salary Schedule 2019-20</b>			Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$34,750	Base Salary		Year 3-4	Year 5-6	Year 7-8	Year 9-10	Year 11-12	Year 13-14	Year 15-16	Year 17-18
Assignment			0.5%	1.0%	1.5%	2.0%	2.5%	3.0%	3.5%	4.0%
	% of Base	Salary								
Head Football	12.5%	\$4,344	\$4,518	\$4,691	\$4,865	\$5,039	\$5,213	\$5,386	\$5,560	\$5,734
Head Basketball	12.5%	\$4,344	\$4,518	\$4,691	\$4,865	\$5,039	\$5,213	\$5,386	\$5,560	\$5,734
Head Volleyball	12.5%	\$4,344	\$4,518	\$4,691	\$4,865	\$5,039	\$5,213	\$5,386	\$5,560	\$5,734
Head Track	12.5%	\$4,344	\$4,518	\$4,691	\$4,865	\$5,039	\$5,213	\$5,386	\$5,560	\$5,734
Head Cross Country	11.0%	\$3,823	\$3,996	\$4,170	\$4,344	\$4,518	\$4,691	\$4,865	\$5,039	\$5,213
Head Tennis	8.0%	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475	\$3,649	\$3,823	\$3,996	\$4,170
Head Softball	11.0%	\$3,823	\$3,996	\$4,170	\$4,344	\$4,518	\$4,691	\$4,865	\$5,039	\$5,213
Head Golf	8.0%	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475	\$3,649	\$3,823	\$3,996	\$4,170
Head Cheerleading	8.0%	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475	\$3,649	\$3,823	\$3,996	\$4,170
Asst. Football	8.0%	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475	\$3,649	\$3,823	\$3,996	\$4,170
Asst. Basketball	8.0%	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475	\$3,649	\$3,823	\$3,996	\$4,170
Asst. Volleyball	8.0%	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475	\$3,649	\$3,823	\$3,996	\$4,170
Asst. Track	7.0%	\$2,433	\$2,606	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475	\$3,649	\$3,823
Asst. Cross Country	6.0%	\$2,085	\$2,259	\$2,433	\$2,606	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475
Asst. Tennis	5.0%	\$1,738	\$1,911	\$2,085	\$2,259	\$2,433	\$2,606	\$2,780	\$2,954	\$3,128
Asst. Softball	6.0%	\$2,085	\$2,259	\$2,433	\$2,606	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475
Scholars Bowl	5.0%	\$1,738	\$1,911	\$2,085	\$2,259	\$2,433	\$2,606	\$2,780	\$2,954	\$3,128
Strength	2.0%	\$695	\$869	\$1,043	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911	\$2,085
Debate	8.0%	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475	\$3,649	\$3,823	\$3,996	\$4,170
Asst. Debate	3.5%	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911	\$2,085	\$2,259	\$2,433	\$2,606
Forensics	8.0%	\$2,780	\$2,954	\$3,128	\$3,301	\$3,475	\$3,649	\$3,823	\$3,996	\$4,170
Asst. Forensics	3.5%	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911	\$2,085	\$2,259	\$2,433	\$2,606
Play/Musical	3.0%	\$1,043	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911	\$2,085	\$2,259	\$2,433
STUCO	2.0%	\$695	\$869	\$1,043	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911	\$2,085
Jr. Class Sponsor	3.0%	\$1,043	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911	\$2,085	\$2,259	\$2,433
NHS	1.5%	\$521	\$695	\$869	\$1,043	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911
Pep Band	1.5%	\$521	\$695	\$869	\$1,043	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911
DFYIT	1.5%	\$521	\$695	\$869	\$1,043	\$1,216	\$1,390	\$1,564	\$1,738	\$1,911
Activities Director	14.7%	\$5,110								
Activities Supervisor	8.8%	\$3,066								
Instrumental Music	9.0%	\$3,128								
Vocal Music	8.0%	\$2,780								
District Media Director	8.0%	\$2,780								
FCCLA	6.0%	\$2,085								
FBLA	6.0%	\$2,085								
District Publicist	6.0%	\$2,085								
Yearbook Sponsor	5.5%	\$1,911								
PDC Chair	5.5%	\$1,911								
Music Department Asst.	4.0%	\$1,390								
Art Sponsor	4.0%	\$1,390								
Webmaster	5.3%	\$1,842								
Science Bowl	1.5%	\$521								
Shooting Club Sponsor	3.0%	\$1,043								
FFA	6.0%	\$2,085								

District Activity pay is calculated from the base salary on the adopted salary schedule. Supplements that were based on actual salaries up to the 2016-2017 school year will be frozen at the 2016-2017 rate until the rate calculated from the base salary is greater than the frozen rate.

1. The above schedule is the basis for salary determinations for the 2019-20 school year and is subject to review and possible revision each school year. The Salary Schedule is not a part of the teaching contract. Payment according to placement on the Salary Schedule will be conditioned on the ability of the Board of Education to budget the necessary funds.
2. The position of a teacher on the Salary Schedule shall be determined according to experience and professional training at the time of issuing contracts. If, by reason of summer school credit for which satisfactory evidence is filed in the office of the Superintendent of Schools not later than September 15, a teacher becomes entitled to a higher rating, they will be given a revised contract effective as of October 1 of that year. All hours credited for advancement shall be approved by the Superintendent and shall be directly related to the teacher's teaching field. **These deadlines shall be strictly enforced and shall be the only time during the contract year for issuance of an amended contract due to column advancement.**
3. At the time of employment, a teacher shall qualify for one step on the Salary Schedule for each documented year of teaching experience. Partial years shall be treated as full years for placement purposes. A teacher shall be placed on the highest step for which he or she qualifies as recommended by the Superintendent and approved by the Board of Education.
4. Annual contracts for teaching personnel shall reflect the state-required number of school days or equivalent hours; any state required staff development days, and, a minimum of three teacher workdays. The 2019-2020 teaching contracts will specify 184 contractual days.
5. Salary Schedule Advancement:
  - A. Experience increments cannot exceed the top step for a classification, except in Column VI, an employee may advance only one step vertically and one step horizontally in any one contract year. Column VI will increase by \$535 for each year of service earned after the final step listed.
  - B. Advanced degree programs (Masters, Specialist, etc.) must meet Kansas State Board of Education accreditation requirements.
  - C. Advancement from Column I to Column II shall be predicated on: 1) Six college credit hours shall be the minimum requirement for advancement; 2) The equivalent of 240 professional development points shall be the maximum allowed for advancement; 3) All professional development points counted toward advancement shall have been earned within the preceding five year period; and, 4) All professional development points counted toward advancement shall have been earned since the last advancement on the Salary Schedule.
  - D. Advancement from (Column I, if applicable, or\*) Column II to Column III shall be granted only upon completion of a graduate degree program. \* The completion of a graduate degree program shall be the only allowable advancement of more than one column in a contract year. Proper paperwork must have been completed prior to completion of graduate degree program. (See Section G).

- E. Advancement from Column III to Column IV or from Column IV to Column V or from Column V to Column VI shall be predicated on: 1) Five college credit hours shall be the minimum requirement for advancement; 2) The equivalent of 200 professional development points shall be the maximum allowed for advancement; 3) All credit hours for advancement shall carry graduate level credit unless otherwise approved by the Superintendent of Schools; 4) All professional development points counted toward advancement shall have been earned within the preceding five year period; and, 5) All professional development points counted toward advancement shall have been earned since the last advancement on the Salary Schedule.
- F. Notwithstanding the above, all placements on the Salary Schedule shall continue to be honored for employees contracted during the 2019-2020 year.

Each teacher shall advance on the Salary Schedule as experience and training permits providing the teacher submits the Request for Salary Schedule Advancement to the district office by May 1<sup>st</sup>. Such notice shall include information about credit hours and professional development points that will entitle the teacher to advancement to a higher column on the Salary Schedule. Transcripts verifying satisfactory completion of credit hours and professional development points must be provided to the district office by September 15. The final determination of eligibility for advancement rests with the Board of Education.

1. **Health Insurance**

All employees who are annually contracted and who qualify per the enclosed chart are eligible to receive a fixed dollar fringe benefit to be applied toward the premium payment on the group medical insurance plan sponsored by Unified School District 376. To receive this benefit an employee must enroll in the USD 376 approved group health insurance program.

The amount to be received per contract month is calculated on the contracted FTE (full-time equivalency) for certified staff.

The following chart illustrates the monthly benefit for those eligible for this defined benefit:

**2019-2020 Benefit Chart**

<b><u>Certified Staff</u></b>	<b><u>Per Month Benefit</u></b>	<b><u>Additional benefit</u></b>
1.0	528.00	50.00
.9	511.00	47.00
.8	494.00	44.00
.7	477.00	41.00
.6	460.00	38.00
.5	443.00	35.00
.4	426.00	32.00
.3		29.00

To receive the defined benefit amount, each employee will be required to complete an election form requesting the benefit amount and will be required to enroll in the approved group health insurance plan, salary protection insurance plan, or other approved section 125 deduction. Election choices will not be changeable unless a change in family status occurs which allows modification under the regulations of Internal Revenue Code 125.

2. **Additional fringe benefit**

All employees who are annually contracted and who qualify per the enclosed chart are eligible to receive an additional fixed dollar fringe benefit. This benefit may be applied toward the premium payment on the group medical insurance plan sponsored by Unified School District 376 or toward the premium payment on the salary protection insurance plan, life insurance, cancer insurance or other approved Section 125 deductions from American Fidelity Assurance Company.

Part-time employees will receive a pro-rated monthly benefit.



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 their salary for non-taxable benefits as set forth in the program and allowable by law.

The employee shall make any salary reduction request within ten days after commencing work in USD 376. That reduction shall remain in force throughout the twelve months or through the August pay period or upon termination of employment with the district, whichever occurs first.

Employees may elect to make salary reductions for the payment of premiums for insurance policies, including group health, group dental, group vision, group life, cancer, disability, medical and dependent care reimbursement, and any other benefits as selected and approved by the Board.

If none of these options are chosen, the employee shall receive their total salary in cash.

A plan participant will be allowed to change health care or dental care insurance status 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.)

A. Discretionary Leave

1. At the beginning of each school year, each eligible employee shall be credited with twelve days of discretionary leave. Unused discretionary leave may accumulate to a carryover maximum of sixty days per year, which when coupled with the annual allowance of twelve days, will provide for a maximum of seventy-two possible days of usable discretionary leave per year.
2. Discretionary leave is subject to the following:
  - a. Any leave would be subject to approval of the building principal.
  - b. Leave requests for the day before or the day after a scheduled vacation\* must meet the following qualifications:
    1. Notice must be given to the building principal at least 72 hours in advance.
    2. Approval will be based on the availability of a suitable substitute and the overall building operational needs.
  - c. Substitute teachers would be obtained through the principal in the customary manner. It is understood that whenever possible, a substitute will be secured and that should a substitute be unavailable, the leave request may be denied.
3. A specific reason for leave will not be required for approval, however one of the following categories must be designated on the leave form.

a) Personal Illness/Disability/Maternity Leave

Covered employees shall receive full daily pay until the maximum number of accumulated discretionary leave days has been exhausted, the last contracted duty day, or until the employee qualifies for KPERS benefits. If it is necessary for the leave to exceed the accumulated discretionary leave, a pay deduction will occur for all additional days unless covered by other leave policies.

b) Family Illness

In the event of an illness of a spouse, child, or parent, covered employees shall receive full daily pay until the maximum number of accumulated discretionary leave days has been exhausted or until the last contracted duty day. If it is necessary for the leave to exceed the accumulated discretionary leave, a pay deduction will occur for all additional days unless covered by other leave policies.

c) Illness of Others

Covered employees shall receive full daily pay for up to five days per occurrence. If a single illness exceeds five days, a pay deduction will occur for all additional days unless covered by other leave policies.

d) Bereavement

In the event of a death of a spouse, child, or parent, covered employees shall receive full daily pay until the maximum number of accumulated discretionary days has been exhausted or until the last contracted duty day. If it is necessary for the leave to exceed the accumulated discretionary leave, a pay deduction will occur for all additional days unless covered by other leave policies.

e) Bereavement of Others

Covered employees shall receive full daily pay for up to five days per occurrence. If a single bereavement leave exceeds five days, a pay deduction will occur for all additional days unless covered by other leave policies.

f) Personal Business

Covered employees shall receive full daily pay for up to two days per occurrence. If a single personal business leave exceeds two days, a pay deduction will occur for all additional days unless covered by other leave policies.

This policy shall be reviewed on an annual basis during the negotiation process.

**B. Job Related Injury**

Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's leave benefits. The Board shall continue to pay such employee their full salary and benefits during such absence provided that the employee returns to the Board any benefits received under Workmen's Compensation for each injury or illness.

C. **Donation of Discretionary Leave Days**

To assist district personnel who suffer prolonged illness or disability to work, other district employees will be allowed to donate unused discretionary leave days under the following guidelines:

1. To be eligible to receive donated days, a district employee must present a written formal application to a screening board which shall consist of: 1) the superintendent; 2) the principal of the building where the applicant is employed; 3) the president and vice-president of the Sterling Teacher's Association. The employee (or immediate family member) must be under a doctor's care. The application must include a written statement concerning the inability to work (or an explanation of the illness/disability of the immediate family member involved).
2. Written notification of approval or disapproval of the application will be made by the screening board to the applicant.
3. If the committee approves a request for donated days, the District Clerk will send an e-mail notification to all school employees informing them of the need to provide an opportunity for all school district employees to donate their unused days.
4. Employees wishing to donate days will notify the District Clerk within three working days, stating the number of days they wish to donate, with 2 days being the maximum allowed.
5. After all donations are made, the Clerk will begin using one day from each donor in the order they were donated. Should the recipient no longer need the days, or if more days are donated than are needed, or if the contract year ends, unused days shall be returned to the original donor.
6. If all donated days are used, the applicant may not request additional days for the same illness or disability during the same contract year.
7. Each applicant must use all accumulated discretionary leave days before receipt of donated days.
8. Donated days may not be used to cover participants who are eligible to receive Worker's Compensation or KPERS income.
9. Donated days may not be used for family leave or the care of a child after birth, except to the extent that it is medically necessary.

D. **Other Leave**

Any certified employee may make application to the Board of Education for a leave of absence up to ten additional days not covered by other leave provisions of this agreement. If approved, the employee shall be charged a payroll deduction in the amount equivalent to employ a substitute teacher for the applicable days. The Board may grant such extended leave at their discretion.

E. **Deductions**

Whenever deductions are made to an employee's salary, they shall be made by deducting 1/186th of the salary for the time period involved unless specified differently elsewhere in these provisions.

**Note:** All leave provisions for part-time employees will be pro-rated to the nearest tenth unless otherwise stipulated in the leave provision.

ARTICLE VII: **PAYMENT FOR STAFF TRAINING**

Whenever U.S.D. 376, as an employer, requests an employee to attend an in-service training session and said training falls outside of the regularly contracted obligations of the employee, U.S.D. 376 will compensate the employee as follows:

1. Teachers will be paid at the rate of 1/186th of the base Salary Schedule for the current year. Such pay will be pro-rated in increments of ½ or full pay with any training session of four hours or less being ½ the daily rate and any training session of more than four hours being paid at full rate.
2. No pay will be provided for time spent attending classes, workshops, or other training sessions that are necessary and required for the employee to maintain certification or eligibility for employment.

**Summer Curriculum Committee Work**

In the event the school district conducts curriculum improvement projects during the summer months, the following will apply:

1. The current rate 1/186th of the base Salary Schedule will be made for each day spent on curriculum work up to a maximum of ten days. Curriculum committee members will be assigned by the administration.
2. The chairperson of the curriculum committee would be compensated at 20% above the rate of pay per day for committee members. A maximum of fifteen days would be allowed for compensation.
3. A workday would consist of a minimum of three hours work for ½ days pay and a minimum of six hours work for full days pay.

### **Planning Period Assignments**

Planning periods shall be defined as time when no student supervision is assigned. Certified staff shall receive a minimum two week average of 200 minutes of planning time per week during the student day. In the event the school district should assign student supervisory roles during planning time on an extended basis, compensation shall be made at the rate of 1/8 of their current daily teaching contract. In the event the school district should request student supervisory roles during the student day as a substitute for another teacher, compensation shall be made at the current substitute teacher rate of pay.

### **Mentor Teacher Stipend**

Whenever the district utilizes the services of a “mentor” teacher for assistance to a beginning teacher or another identified teacher in need of assistance, the mentor teacher shall be eligible for a \$300.00 stipend. Those who serve as a mentor teacher shall file a requisition for services to the district office no later than January 1 of the school year in which they provided this service. Upon approval, a lump sum payment will be made on February 1<sup>st</sup>.

### ARTICLE VIII: **PAYMENT FOR UNUSED DISCRETIONARY LEAVE**

1. At the conclusion of their current contractual year, each eligible employee will be compensated by the district at the rate of \$45.00 per day for all accumulated unused discretionary leave in excess of the carryover maximum of sixty days per year. Said payment will be made in a lump sum payment with the final payroll check. Upon retirement from the district, the employee will be compensated by the district at the rate of \$45.00 per day for all eligible unused sick leave and/or vacation time. Said payment shall be made in a lump sum payment with the final payroll check. (See Policy GBRIB-R)

### ARTICLE IX: **EARLY NOTIFICATION OF RESIGNMENT/RETIREMENT**

The Board of Education, USD 376, will award a stipend to certified employees based upon early notification to the Board of Education.

A certified employee who announces resignation or retirement plans and who submits a letter of resignation/retirement to the Board of Education, USD 376, shall qualify for this stipend according to the following deadlines:

Prior to December 1st of their contract year shall receive a stipend of \$1,000.

Prior to February 1st of their contract year shall receive a stipend of \$500.

Prior to April 1st of their contract year shall receive a stipend of \$250.

The stipend shall be paid with the last payroll issued to the employee. Notices presented after April 1st shall not qualify. (See GBQ-R)

ARTICLE X: **EARLY RETIREMENT PROGRAM FOR CERTIFIED EMPLOYEES**

**Article X shall apply only to employees hired prior to September 1, 2006.**

The following program is established for the benefit of the certified employees of Sterling Unified School District 376 who find it necessary or desirable to retire from employment with the district prior to age 65. Early retirement is voluntary, at the discretion of the employee, and subject to all of the terms and conditions hereinafter specified.

**Eligibility**

An employee satisfying the following requirements is eligible for early retirement:

- A. Currently a certified employee who has served a minimum of fifteen consecutive years in the district.
- B. Is not less than fifty-seven years of age and not more than sixty-four years of age on/or before September 1 of the year in which early retirement is requested; or anyone who meets the KPERS 85 Point Early Retirement Plan.
- C. Eligibility, as specified herein, shall be determined by recommendation of the Superintendent and approval by the Board of Education. An employee making application for early retirement shall be responsible for providing all information necessary to confirm eligibility for early retirement and all benefits to be paid.
- D. An employee may apply for early retirement by giving written notice to the Superintendent and Board of Education no later than February 15<sup>th</sup> preceding the anticipated retirement date. Such application shall include the following information:
  - 1. A declaration of the applicant's intent to elect the early retirement option.
  - 2. The anticipated date of early retirement.
  - 3. The applicant's date of birth.
  - 4. The age of the applicant at the anticipated date of retirement.
  - 5. The number of years the applicant has been employed by the district.
  - 6. Whether or not the applicant desires to secure health insurance coverage through the district plan, and if so, what arrangement will be made for the payment of the premium.
- E. Following official action by the Board of Education, the Superintendent shall notify the applicant of the final disposition of the application and shall inform those who receive approval of the date(s) and amount of early retirement benefits to be paid.

**Benefits**

The early retirement benefit shall be computed by the following formula:

- A. Determine the applicant's final salary and benefits as contained in the last contract between the applicant and U.S.D. 376.
- B. Multiply this amount by 15%. This is the maximum allowable annual early retirement benefit.
- C. The total maximum retirement benefit shall not exceed 75% of the applicant's final salary and benefits as contained in the last contract between the applicant and U.S.D. 376.
- D. Annual Payment Schedule
  - a. For a person retiring prior to age 60, the maximum annual benefit as computed in "B" shall be allowed and shall be payable in equal annual installments over a minimum of five years, subject to the provision outlined in "C".
  - a. For a person retiring at age 60, the maximum annual benefit as computed in "B" shall be allowed and shall be payable over a five year period in five annual installments.
  - b. For a person retiring at age 61, the allowable benefit shall be the maximum annual benefit as computed in "B" and shall be payable over a four year period in four annual installments.
  - c. For a person retiring at age 62, the allowable benefit shall be the maximum annual benefit as computed in "B" and shall be payable over a three years period in three equal annual installments.
  - d. For a person retiring at age 63, the allowable benefit shall be the maximum annual benefit as computed in "B" and shall be payable over a two year period in two equal annual installments.
  - e. For a person retiring at age 64, the allowable benefit shall be the maximum annual benefit as computed in "B" and shall be payable within a one year period in one installment.
- E. The amount determined by this formula will be paid annually in a lump sum during the first week of February commencing the first February following retirement and ending when the total commitment has been paid.
- F. All early retirement benefits shall terminate automatically at the time of final payment or upon the death of the retiree, whichever shall come first.
- G. Those approved for early retirement shall be eligible for participation in the district group health coverage plan. The employee shall make proper arrangements for payment of the monthly premiums to the district Clerk to maintain this eligibility. All premiums must be submitted to the district office no later than the 15<sup>th</sup> of the month preceding payment to BC/BS.
 

This Eligibility Clause shall be null and void in the event the group insurance carrier would have rules or regulations prohibiting the retiree from participating in the group plan.
- G. All tax obligations and social security shall be deducted as may be required by law.



ARTICLE XI: **REDUCTION IN FORCE**

A. Reasons for Reduction in Staff

If the Board of Education determines that one of the following reasons exist, a reduction of the certified staff may be implemented:

1. Reduction in the funding level of the district
2. An enrollment decline that effects program levels to the extent that a reduction in staff may be necessary
3. Withdrawal of state certification, accreditation or federal funding for specific curriculum offering

B. Reduction Procedure

Only after each previous step has been exhausted can the next step be implemented.

1. Attrition
2. Non-tenured teachers in area of certification
3. If further reduction is necessary, the Board of Education will consider seniority, and contributions to the district in selecting the positions to be reduced. Any decision by the Board is final.
4. Notification of the intent to reduce staff will be in writing, to all parties effected, a minimum of thirty days prior to May 1.

C. Recall Provisions

In the event that the Board of Education declares a reduction in staff, the following recall procedures will be implemented:

1. As positions are reduced, the names of teacher effected will be placed on a list in order of their selection. A teacher's name will remain on the list for two years. Removal from consideration can occur with written notice by the effected teacher at any time.
2. If a vacancy occurs, for which a teacher effected by Reduction in Force qualifies, a position may be offered. Qualifications will be determined by the Board of Education. Any vacancy may be dealt with by transfer within the district staff before a teacher who has been reduced would be considered.
3. Any teacher affected by the recall procedures shall be returned to the place on the Salary Schedule for which they qualify. If a teacher waves re-employment, the recall qualification ends. All action will be in writing and have a ten day time line on all levels.

**ARTICLE XII: GRIEVANCES**

- A. Purpose - The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of the school district at the lowest level.
- B. Definitions
1. "Grievance" shall mean any alleged violation of the terms and conditions of an employee's contract of employment and/or negotiated agreement.
  2. "Grievant" means an employee of the district having a grievance.
  3. Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.
- C. Procedures - The adjustment of grievance shall be accomplished as rapidly as possible. To that end, the number of days with 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 the grievance is being considered.

**Level 1**

A grievant shall first take up the grievance with the immediate administrative supervisor in private informal conference(s). Every effort shall be made to adjust the grievance in an informal manner.

If the employee is dissatisfied with the outcome of the initial private conference(s), he/she may request, in writing, a formal conference with the immediate administrative supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate that will lead to a solution. The formal conference shall occur within ten school days of the receipt of the written request and shall be documented.

**Level 2**

In the event that the aggrieved person is not satisfied with the disposition of the grievance at Level 1, or in the event that no decision is reached within ten school days after the presentation of the grievance, the grievant may appeal the matter in writing to the superintendent of schools.

If the grievant appeals the grievance to the superintendent, the superintendent or designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten days after the appeal has been received by the superintendent.

If the grievant does not appeal the grievance to the superintendent within thirty 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 reconciled to the satisfaction of the grievant or if no decision is made within twenty school days after the date the grievance was filed with the superintendent or designated representative under Level 2, then the grievant may appeal the grievance. This can be accomplished by submitting a written request to the clerk of the board within ten school days after the superintendent or designated representative has rendered a decision or after the expiration of said twenty days.

The board of education shall, within thirty school days after receipt of the written request, meet and confer with the grievant and render a decision to be submitted to the grievant in writing which will be the final disposition of the grievance.

#### Supplemental Conditions

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.

Upon the final determination of the grievance, the documents, communications and records, excepting a record of the grievance and the final adjustment thereof, and excepting records required by law to be kept and maintained, shall be destroyed.

At each step of the procedure for adjusting grievances after the initial private conference(s) with the immediate administrative supervisor, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.

All grievance hearings shall be confidential.

All discussions and hearings shall be conducted at times other than when school is in session.

It is the responsibility of the grievant to utilize the procedure for adjusting grievances as soon as he/she is aware of a grievance.

Excluded from the grievance procedure shall be matters for which law mandates another method of review.

Only the employee affected may file a grievance or an appeal from Level One and Level Two.

The filing of a grievance at all levels 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.

#### ARTICLE XIII: **RESIGNATION**

A teacher who resigns after June 1<sup>st</sup> shall not be released from their contract to accept another position until a competent replacement has been contracted in his place. Any expense incurred in securing a replacement shall be borne by the teacher requesting the release. Exceptions will be made for moving due to spouse transfer, illness, or other unavoidable circumstance approved by the Board.

In the event that a teacher terminates employment in the district without compliance with board policy, the board may, at their discretion, request the Professional Practices Commission to consider the suspension of the teacher's certificate and/or charge the teacher \$2,500 in liquidated damages to be taken from their final paycheck(s).

ARTICLE XIV: **PERSONNEL RECORDS**

Personnel files required by the district shall be confidential and in the custody of the records custodian and/or the superintendent. Employees have the right to inspect their files upon proper notice under the supervision of an appropriate supervisor. All records and files maintained by the district should be screened periodically by the custodian of records.

All personnel files and evaluation documents, including those stored by electronic means, shall be adequately secured.

**Requests for References**

Unless otherwise provided by law, a request by a third party for release of any personnel record shall require the written consent of the employee, and shall be submitted to the records custodian who shall respond to the request as the law allows.

Upon receipt of a written request district officials may provide information regarding past and present employees to prospective employers in compliance with current law. Information that may be provided will include:

- employment date(s);
- job description and duties while in the district's employ;
- last salary or wage;
- wage history;
- whether the employee was voluntarily or involuntarily released from service and the reasons for the separation;
- written employee evaluations which were conducted prior to the employee's separation from the employer and to which an employee shall be given a copy upon request.

**Immunity Provided**

Unless otherwise provided by law, an employer who responds in writing to a written request concerning a current or former employee from a prospective employer of that employee shall be absolutely immune from civil liability for disclosure of the information noted earlier in this policy to which an employee may have access.

ARTICLE XV: **EVALUATION**

**Policy Statement** - The evaluation system shall be continuous and will include all certified employees, K through 12.

The evaluation will be made in writing. All evaluation documents and responses will be maintained in a personnel file at the district office for a period of not less than three years from the date of the evaluation.

The evaluation system will be in compliance with the requirements of the State of Kansas, specifically K.S.A. 72-9001 through 72-9006.

The evaluation system will include provisions for the evaluation of personal qualities and attributes such as, but not limited to, efficiency, personal qualities, professional department, ability, physical and mental health; teaching results and performance, student control and discipline, and all other aspects as may be necessary.

Whenever any evaluation is made of an employee, the written document thereof shall be presented to the employee and the employee shall acknowledge such presentation by their signature. At any time, not later than two weeks after such presentation the employee may respond thereto in writing.

The original policy and all amendments thereto shall be promptly filed with the State Board of Education.

The administrative employees to whom this instrument shall apply will be the superintendent of schools and the building principals. The superintendent of schools shall evaluate building principals, the teachers by the principals and the superintendent of schools shall be evaluated by the board of education.

Evaluation documents and responsibilities thereto shall be available only to the evaluated employee, the board, the administrative staff making the same, the State Board of Education as provided in K.S.A. 72-7515, the board and the administrative staff of any school to which such employee applies for employment, and other persons specified by the employee in writing to their board.