



2022-2023

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT #363
HOLCOMB, KANSAS

AND

THE HOLCOMB ASSOCIATION OF TEACHERS

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The USD #363 Board of Education and Holcomb Association of Teachers have agreed to maintain the current salary schedule with a \$3000.00 increase to the base salary for the 2022-2023 contract year and a \$1000.00 increase to the base salary for the 2023-2024 contract year. Certified staff will have movement to horizontal and vertical steps on the salary schedule for the 2022-2023 and 2023- 2024 school year. Health insurance benefits will remain at \$572 per month as approved at the board meeting held on August 1, 2016.

This agreement is made for a period commencing August 1, 2022 ending July 31, 2024. All items shall remain in force without change for the term of the agreement.

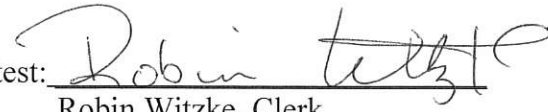
The Board of Education and HAT have recognized that during this time legitimate concerns may arise that could have an immediate impact on working conditions or operational functions. With this in mind, it is noted that appropriate opportunities to meet and confer should be an integral part of the adoption of this contract. These meetings could include any mandatory negotiable topics or other non-monetary items and would be subject to the same time lines for negotiations as required by current laws.

Dated this thirteenth day of June, 2022.

By: 
Matthew Jones, President
USD 363 Board of Education

By: 
Curtis Peterson, Chief Negotiator
USD 363 Board of Education

By: 
Staci Kennedy, Chief Negotiator
Holcomb Association of Teachers

Attest: 
Robin Witzke, Clerk
USD 363 Board of Education

ARTICLE I: DEFINITIONS

- A. ADMINISTRATION: Any employee so designated by the Board of Education as employed in an administrative position.
- B. ASSOCIATION: Holcomb Association of Teachers (H.A.T.) affiliated with the Kansas National Education Association and the National Education Association.
- C. BOARD: The Board of Education of Unified School District #363, Holcomb, Kansas.
- D. DAYS: Except when otherwise indicated, days shall mean working school days.
- E. DISTRICT: Unified School District #363.
- F. KNEA: Kansas National Education Association.
- G. NEA: National Education Association.
- H. SUPERINTENDENT: Superintendent of Schools of U. S. D. #363.
- I. TEACHER: The terms “teacher,” “professional employee,” or “employee” as used in this agreement, shall mean any person, including both full-time and part-time, employed by the Board of Education of U.S.D. #363 in a position which requires a certificate/license issued by the State Board of Education or employed in a professional or instructional capacity by the Board of Education, but does not mean any such person who is an administrative employee.
- J. PLAN OF ASSISTANCE: Document signed by both teacher and administrator for the purpose of improving performance.
- K. DAILY RATE: The amount computed by dividing each teacher’s base salary-step and category by the number of contract days as established for the school year.
- L. SALARY DEDUCT: A salary deduct, if necessary, will be an amount equal to the daily rate.

ARTICLE II: GENERAL PROVISIONS

Section A: Recognition Clause

Pursuant to official action taken by the Board of Education, U.S.D. #363, Holcomb, Kansas on July 13, 1970, the Board of Education has recognized the Finney County Teachers' Association (later changed to Holcomb Association of Teachers), through its duly designated representatives, as the exclusive representative of all members of the teaching staff of Unified School District #363, exclusive of administrators, which recognition shall continue until terminated in the manner provided by law.

Section B: Savings Clause

If any provision of this agreement or any application of this agreement is found to be contrary to law, to any employee or group of employees, then such provisions or applications shall not be deemed valid or subsisting, except to the extent permitted by law. All other provisions and applications shall continue in full force and effect. Furthermore, representatives from the Board and the Association shall enter into discussions and present a joint recommendation to replace those provisions found to be contrary to law at the next regularly scheduled board meeting.

Section C: Notification of District Positions

The district will communicate through email regarding open or new district certified positions and the district will wait one day before it is publicly posted. (approved 6/18/12)

Section D: Copies of Agreement

Upon ratification of these negotiated agreements by both the professional employees and the Board of Education, a copy of the negotiated agreement shall be made available to all professional employees after ratification by both parties.

ARTICLE III: SALARIES AND WAGES

Section A: 2022-2023 Salary Schedule

STEP/COLUMN	1	2	3	4	5	6	7	8
	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+45	MS+60
1 00YRS	46000	46592	47617	49199	49652	50226	50795	51358
2 01YRS	46341	46973	48038	49620	50073	50646	51215	51778
3 02YRS	46681	47354	48459	50041	50493	51067	51635	52199
4 03YRS	47023	47736	48879	50462	50914	51488	52055	52619
5 04YRS	47364	48116	49299	50882	51334	51908	52476	53039
6 05YRS	48046	48877	50141	51723	52175	52750	53317	53881
7 06YRS	48387	49257	50560	52142	52595	53168	53737	54301
8 07YRS	48726	49638	50981	52563	53016	53589	54158	54721
9 08YRS		50019	51401	52983	53436	54009	54578	55141
10 09YRS		50398	51822	53404	53856	54431	54999	55563
11 10YRS		51213	52716	54298	54750	55324	55891	56455
12 11YRS		51594	53137	54719	55171	55745	56312	56876
13 12YRS		51975	53557	55138	55591	56164	56733	57296
14 13YRS		52356	53976	55558	56012	56585	57154	57717
15 14YRS			54398	55980	56432	57006	57574	58138
16 15YRS			55398	56980	57432	58006	58573	59137
17 16YRS			55818	57400	57852	58426	58993	59557
18 17YRS			56238	57820	58272	58847	59414	59977
19 18YRS				58242	58694	59267	59835	60398
20 19YRS				58661	59114	59687	60255	60819
21 20YRS				59714	60166	60740	61309	61872
22 21YRS					60586	61161	61730	62294
23 22YRS					61007	61581	62148	62712
24 23YRS					61432	62001	62569	63132
25 24YRS					61854	62422	62990	63553
26 25YRS					62801	63369	63937	64501
27 26YRS					63216	63789	64358	64921
28 27YRS						64209	64778	65341
29 28YRS						64631	65199	65763
30 29YRS						65050	65617	66181
31 30YRS						66104	66671	67234
32 31YRS						66523	67091	67655
33 32YRS						66944	67513	68076
34 33YRS						67364	67933	68496

Section B: Supplemental Salaries

Administration will notify all staff of vacant supplemental positions.

Increased Participants: Increasing the number of supplemental coaching or sponsorship positions due to increased student participation shall be at the administrator's discretion with board approval. The bargaining units will permit the additional assistant coach/sponsor to be added and the compensation will be based upon the same percentages for activity assistants as referred to on pages seven, eight and nine of the negotiated agreement.

Shared Sponsorships: In the event that two persons agree to share the responsibilities of a co-curricular assignment, the percentages for the head and assistant will be combined and compensation will be divided equally.

<u>Percent of Base</u>	<u>Activity - High School - First Position (Head)</u>
15.4 (when applicable)	Activities Director
5.0	Advanced Placement Coordinator (approved: 05-13-19)
9.7	Baseball, Softball
12.5	Basketball, Football, Volleyball
9.7	Bowling
1.0	Building Team Leaders (approved: 06-29-15)
6.7	Cheerleading – Fall (approved 06-18-12)
6.7	Cheerleading – Winter (approved 06-18-12)
9.7	Cross Country
5.0	(CTE) Coordinator (approved: 05-13-19)
4.0 (approved: 12-12-05)	Dance Team Sponsor (Approved: 12-13-99)
3.5 (when applicable)	District Library Director (% for each building)
6.7	Drama
7.5	District ESOL/Migrant Director (approved 7/13/2020)
9.7	ESports (approved 7/13/2020)
12.6	FFA
6.0	FCCLA
9.7	Golf
2.5	HALO (approved: 09-08-08)
2.5	Honor Society
14.6	Instrumental Music
2.5	KAY Club (2 sponsors)
1.0	PDC Chair (1) per building (approved: 05-13-19)
2.5	SADD (approved: 09-08-08)
4.0	Scholars' Bowl
8.0	School Improvement - Chair (approved 06-18-12)

Section B: Supplemental Salaries (cont.)

5.0	School Improvement - (4 sponsors) Elem - (2), MS, HS (approved 06-18-12)
8.3	Speech, Debate, Forensics
3.9	Stuco
9.7	Girls swimming (approved 7/10/17)
9.7	Track
9.7	Vocal Music
12.5 (approved 06-18-12)	Wrestling
7.7	Yearbook

Percent of Base

6.3	Baseball, Softball
7.7	Basketball, Football, Volleyball
6.3	Bowling
4.0	Cheerleading – Fall (approved: 07-14-14)
4.0	Cheerleading – Winter (approved: 07-14-14)
6.3	Cross Country (approved: 09-08-03)
2.0	Drama
6.3	ESports (approved: 06-14-21)
6.3	Golf
4.5	Speech, Debate, Forensics
2.5	Stuco
6.3	Swim (approved: 05-13-19)
6.3	Track
7.7	Wrestling

Activity - Class Sponsors

1.0	Freshman and Sophomore Class
2.9	Junior Class #1
2.0	Junior Class #2
2.0 (approved: 12-12-05)	Senior Class

Activity - Middle School - First Position (Head)

7.3 (when applicable) (approved: 06-14-21)	Activities Director
7.3	Basketball, Football, Volleyball
1.0	Building Team Leaders (approved: 06-29-15)
5.0	Cheerleading (increased from 3.9 to 5.0% - approved: 09-11-00)
5.8	Cross Country (approved: 05-13-13)
2.0	Dance Team Sponsor (approved: 07-14-14)
2.0	Kay Club (approved: 05-13-13)
1.0	PDC Chair (1) per building (approved: 05-13-19)
1.0	Play Director (approved: 08-21-03)
3.5	Scholars' Bowl (additional position approved: 08-21-03)
1.0	Spelling Bee Chairperson (approved: 08-21-03)
2.0	Stuco
5.8	Track
7.3 (approved: 05-13-19)	Wrestling
7.3	Girls Wrestling (approved: 06-13-22)

Section B: Supplemental Salaries (cont.)

Activity - Middle School - Assistants

4.9	Basketball, Football, Volleyball
3.5	Cheerleading (position approved: 09-11-00)
3.9	Cross Country (approved: 05-13-13)
3.9	Track
4.9 (approved: 05-13-19)	Wrestling (approved: 10-05)
4.9	Girls Wrestling (approved: 06-13-22)

Activity - Class Sponsor

1.0	Class Sponsor -6th (approved: 05-25-04), 7th and 8th
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Activity - Elementary

1.0	Building Team Leaders (approved: 08-21-03)
1.0	Geography Bee (approved: 05-13-19)
5.0	Migrant Director (approved: 05-13-19)
3.0 (approved: 12-12-05)	Odyssey of the Mind (approved: 06-12-00) (additional position approved: 08-21-03)
2.0 (approved: 12-12-05)	Odyssey of the Mind – second position
1.0	PDC Chair (1) per building (approved: 05-13-19)
1.0	Spelling Bee Chairperson (approved: 08-21-03)
1.0	Student Council

Additional Supplemental Activities

Percent of Base

2.5 (no increment)

Additional Activities/Duties

-District – Trained Mentor : Any USD 363 teacher who takes part in the district- sponsored mentor training and actually serves a mentor will receive a 2.5% supplemental while serving in that capacity. (approved 7-13-20)

5.0 (approved: 06-14-21)

-District – Dyslexia Trainer/Coordinator (approved 6-14-21)

5.0 (approved: 06-13-22)

-District Test Coordinator

12.5 (no increment)

-Teaching w/o a planning period when approved by the superintendent
-Acting Administrative Pay - \$3.50 per hour
-ACT Prep Night - \$30.00 per hour (approved: 05-13-13)
-Curriculum Subject Area Committee - \$15.00 per hour (implemented to hourly: 08-01-01)
-Extra Duty - \$15.00 per hour (approved: 06-13-22)
(Payment after request submitted by athletic director - end of each season)
-H.I.P. - \$15.00 per hour
-Summer School -\$1,800 (approved: 09-08-08)
-Dual credit instruction will be compensated at one hundred percent of the amount the district receives from the contracted college (approved: 07-10-17)
-Saturday School - \$60.00 per session
-Substituting/Planning Period - ~~\$20.00~~ \$30.00 per hour (approved: 06-13-22)
-All committees meeting outside of the contract day shall be

Section B: Supplemental Salaries (cont.)

compensated at the rate of \$15 per hour. Prior written approval of the building administrator is required. (approved: 08-21-03)

-Driver Education – Instructors are paid six hours per student for driving time and an additional twenty hours of classroom time. All hours are paid at the regular contract hourly rate. (approved: 05-13-13)

Activity increments will be as follows determined by the percentage of the base salary given for each position.

<u>Increments</u>	
<u>Percent of Base</u>	<u>Base</u>
0-1%	\$10.00
2-4%	\$20.00
5-6%	\$30.00
7-8%	\$40.00
9-15%	\$65.00
16%	\$75.00

Activity increments will be given for a total of twelve years experience in the system.

Section C: Schedule Placement

New teachers in the district will be given credit for up to, but not to exceed, fifteen years of experience in other state accredited schools. The Board reserves the right to place new teachers on a higher step when such action is deemed necessary for the well-being of the students of the district. Hours earned prior to the receipt of a teaching certificate/license shall not count toward salary schedule advancement.

Teachers will be placed on the salary schedule according to the records on file in the superintendent's office as of September 1st for the current contract year. Protests of salary schedule placement will be heard until September 15th. Hours earned prior to the receipt of a degree shall not count toward salary schedule advancement without prior approval of the superintendent. (approved 09-11-06)

Section D. Vertical Movement

Vertical movement is limited to one step in any year. Vertical movement cannot be accumulated when frozen on the bottom of a column. Teachers move vertically one step on the salary schedule with each additional year's experience. Commencing with the 2005-2006 salary schedule, the following additional compensation was included in the following cells:

- fifty dollars on every cell from step 11 (10 years) to step 15 (14 years)
- two hundred dollars on every cell from step 16 (15 years) to step 20 (19 years)
- four hundred dollars on every cell from step 21 (20 years) to step 25 (24 years)
- five hundred dollars on every cell from step 26 (25 years) to step 30 (29 years)
- seven hundred dollars on every cell from step 31 (30 years) to step 34 (33 years)

Teachers will be considered frozen on the salary schedule once they have reached the maximum incremental salary on a particular column. Further movement on the salary schedule will be allowed only after sufficient documentation has been provided to the superintendent for horizontal movement across the columns.

If a teacher is placed on a "Plan of Assistance" more than once, the Board has the right to limit movement on the salary schedule until the successful completion of their "Plan of Assistance". Once the Plan is successfully completed, movement on the salary schedule will be at the exact step that the individual was on before participation in a "Plan of Assistance." Placement on a "Plan of Assistance" will consist of notification by a

Section D. Vertical Movement cont.

formal letter that outlines corrective steps for improvement. Such notification would be above normal suggestions for teaching style/content or recommendations for classroom management that have been generated by regular administrative class visits or teacher evaluations.

As an example, if an individual is placed on a "Plan of Assistance" during their fifteenth (15) year in the District, and that person is at the Bachelors +15 step, (placing them at step 14 Column 2), they would remain at this point until successful completion of their "Plan of Assistance". Following successful completion of their Plan, they would begin the following year by being placed at step 15, Column 2 (or the appropriate column had they acquired additional college hours).

Section E: Horizontal Movement

Teachers may advance horizontally on the salary schedule by earning advanced degrees or by presenting a sufficient number of approved college hours to the superintendent prior to the beginning of the school year. Notification must be made in writing/print to the Clerk by the close of business on June 1 or the Monday following June 1 if June 1 falls on a weekend of the year the teacher Intends to move across on the salary schedule. If the teacher fails to meet the Intent deadline, the teacher will not be able to move across the salary schedule that year. Information relating to salary schedule advancement must be provided to the district's administrative office by September 1st. An official transcript, or other evidence of additional credit acceptable to the superintendent, showing the additional hours earned or degree received must be presented before advancement will be considered. The employee will not be officially advanced on the salary schedule until an official transcript has been received by the superintendent.

Teachers may advance horizontally on the salary schedule under the following conditions:

Guidelines:

1. The course is to satisfy a state-mandated requirement for re-certification. (Current state-mandated requirements are as follows: To advance on BS columns, 1/2 of the college hours needed can be PDC points. To advance on MS columns, all PDC points are accepted).
2. Attendance at in-service workshops by those teachers who have a current IDP (Individual Development Plan) on file with Southwest Plains Regional Service Center or other state approved plan. Points earned at workshops may be counted toward college hours as determined by policies and guidelines as set forth by the U. S. D. #363 Professional Development Committee and the Kansas State Department of Education. In-service points approved by the Professional Development Committee shall be credited toward movement at the rate of twenty (20) in-service points equaling one (1) college hour.
3. The course must be approved by the superintendent. Approval by the superintendent shall be based upon his/her subjective opinion as to whether such hour or hours will be beneficial to the teacher or directly related to the teacher's area of work.

Section F: College Expense Reimbursement

The Board of Education will provide a pool of money up to \$12,500.00 (approved: 07-14-14) or increase the amount for that year if the budget allows (approved 09-08-08) for college hour reimbursement for those teachers under contract for the upcoming year.

Teachers will be reimbursed the actual documented expense of college classes limited to books and tuition. (approved: 09-08-08) Reimbursement hours for teachers not on an MS plan and those teachers on an MS plan will not exceed six and ten hours per year, respectively. All documented hours will be submitted by October 1st and if payment exceeds the pool, reimbursement will be computed on a prorated formula. (Approved: 06-29-15)

Section F: College Expense Reimbursement cont.

Those hours eligible for reimbursement will follow the guidelines and time frames established for horizontal movement on the salary schedule.

Teachers who are reimbursed for 75% or more of their Master's degree upon completion (approved: 05-13-19) would be required to remain employed in the district for 3 years. If the 3 year requirement is not met, the teacher must repay 1/3 of the reimbursement for each year they do not remain in the district. (approved 8-11-16)

Section G: ESoL Incentive

The Board of Education will provide a \$500.00 incentive for those teachers that have an ESoL endorsement on their State of Kansas Teaching License. (approved 8/13/2018) The ESoL incentive will match the teacher's contract. The ESoL incentive would be paid at \$250.00 for a part time teacher and \$500.00 if a teacher is full time. ESoL endorsement must be on the teacher's KSDE license and the license must be submitted to the Clerk by the close of business on September 1 or the Monday following September 1, if September 1 falls on a weekend to receive the ESoL bonus. The ESoL bonus will be paid in the December pay period. (approved: 05-13-19)

Section H: Longevity Bonus

Longevity Bonus for uninterrupted service in Holcomb

The bonus will be paid out in December. (approved 7-13-20)

- a. 5-7 years @ \$350.00
- b. 8-10 years @ \$600.00
- c. 11-14 years @ \$850.00
- d. 15 plus years @ \$1,100.00 (approved: 05-13-19) (approved 6-14-21)

Section I: New Teachers 12 or 13 Month Pay Disbursement Option

New teachers to the district will be offered the option of a 12 or 13 month paycheck disbursement. This option is only to take place during the first year of employment with the district. (approved: 05-13-19)

ARTICLE IV: BENEFITS

Section A: Health Insurance Benefits

The Board of Education shall offer each teacher who is contracted for seventy-five percent of the time or greater, a health insurance benefit of \$572.00 per month, or the amount of \$6,864 per year (increase approved: 08-08-16) to be used toward the purchase of any health insurance plan in the Board provided group health insurance plan. The health insurance benefits offered to teachers who have a contract for less than seventy-five percent of the time will be fifty percent of the district's benefit package. The benefit is a USE IT OR LOSE IT option. This plan shall, at the Board's discretion, be provided either through self funding, partial self-funding, or by Board selection of an appropriate carrier.

The Board of Education shall offer one-hundred twenty dollars (increase approved: 06-18-12) per month to each teacher not enrolled in the district's health insurance plan. The one-hundred twenty dollars is to be used to purchase an annuity and/or other insurance products offered by the district. (implemented and approved: 12-12-05) Part Time teachers will receive this benefit at 50% of the dollar amount \$60.00. (approved: 06-13-22)

Section B: Section 125 Cafeteria Plan (Salary Reduction)

The U.S.D. # 363 Board of Education shall provide a plan whereby the Board will make contributions pursuant to a Salary Reduction agreement under which a teacher may choose to reduce his or her compensation and have such amount contributed on their behalf for the purchase of non-taxable employee benefits. The Board shall provide the opportunity for each teacher to execute a salary reduction agreement once annually to cover all premiums for the teacher's selected benefit. Once the annual allocation for each selected benefit is made, the only change which will be allowed is for a fluctuation in the health care premium.

Section C: General Regulations

Enrollment, withdrawal, or change of status within or from the benefit plans offered shall conform to the laws governing ITC Section 125 cafeteria plans, and/or the policies and procedures of the companies providing the particular benefits.

The board may change from one carrier to another or to self-funding at any time. The specific coverage may also be altered by the board at anytime.

The Insurance Committee will set an initial meeting date and contact the members. At the first meeting of the new contract year, a chairperson will be elected from the Committee membership.

The administration of the health insurance plan shall be reviewed at least bi-annually by the insurance committee (serving in an advisory capacity only) whose membership shall consist of:

- 1 - teacher from elementary, middle and high school and one at large position (for a total of 4)
- 2 - classified personnel
- 1 - administrator
- 1 - board member

The committee shall advise the board of its recommendations concerning carriers, self-funding, and benefit coverage. Bids for new insurance will be submitted in a timely manner (approved: 08-21-03).

Any certified employee interested in serving on this committee shall notify the President of Holcomb Association of Teachers. In the event that no one contacts the president, the president of the association will notify the staff and appoint members from those who express interest.

If more than one person is interested in a building position, an election will be conducted at the beginning of the school year. If a member of the committee does not want to continue their term, they are to notify the president of HAT and an appointment or election will be held.

Beginning in 1996 and thereafter, elections will alternate yearly following this rotation: middle school, high school, and the elementary school. The positions will be three year terms. An election for unexpired terms will be held to fill the remainder of a term.

Section D: 403 (b)

The district will complete a dollar for dollar match up to \$25.00 a month per a teacher's contribution. A teacher protected by the negotiated agreement would be 100% vested starting the 6th year of continued service in the district. The vesting time period begins with the advent of the matching program, 09/01/2019. (approved: 05-13-19)
Any USD 363 teacher protected by the Negotiated Agreement and employed by the district consecutively for six or more years is vested in the district 403 (b) plan upon inception of the program, September, 1 2019. This is a dollar-for-dollar match up to \$25.00 per month." (approved: 7-13 -2020)

Section E: Retirement

Teachers eligible for retirement, who notify the Board by November 1st of their intention to retire at the end of the school year will receive a seven-hundred fifty (750) dollar compensation for early notification. (approved: 6-13 - 2022)
Teachers eligible for retirement, who notify the Board by December 31st of their intention to retire at the end of the school year, will receive a five-hundred (500) dollar compensation for early notification.

Retiring teachers who are eligible for reimbursable unused sick leave days will be reimbursed at the rate of \$15.00 per day after fifteen (15) years in USD #363. Additionally this rate will be increased to \$1.00 per day for each additional year's service in the district: \$16.00 per day for unused sick leave after sixteen (16) years, \$20.00 per day after twenty years in the district, etc. After twenty-five (25) years in the district, the rate for all years will be increased from \$1.00 per day to \$1.50 per day.

Example: \$16.00 per day of unused sick leave after sixteen years ($\$16.00 \times 30$ (unused s.l. days) = \$480
\$37.50 per day of unused sick leave after twenty-five years ($\$37.50 \times 100$ unused s.l. days) = \$3,750

Statute #12-5040 addresses the health insurance options for retirees.

ARTICLE V: HOURS AND AMOUNT OF WORK

Section A: Work Day

The salary schedule establishes the compensation for certified staff employed for 1,425.60 hours. The first campus will commence at 7:45 am with dismissal at 3:20 pm, and the other campuses will be adjusted to accommodate bus schedules. (approved 05-13-19)
(approved 06-18-12) Every employee's workday will be the same amount of time.

The teaching day shall consist of fifteen (15) minutes prior to the beginning of the school day and thirty (30) minutes after dismissal. Each workday shall include a twenty-five minute duty free lunch break. (approved: 12-12-05)
The contract shall not exceed 1,425.60 inclusive of in-service days, workdays and teacher/student contact days. 180 Day Total. (approved 05-13-19) This will sunset at the end of the 2023-2024 (approved 07-13-2020) school year. (approved 06-13-22)

Student release days will be used for teacher in-service. (approved: 09-11-06)

No meetings will be called by any USD 363 employee during any day designated as a "Teacher Work Day." (approved: 05-13-19)

Section B: High School Day

The normal high school day shall consist of a traditional eight period day.
The high school will have 250 minutes of self-directed plan time each week. (approved: 06-13-22)

Section C: Middle School Day

The middle school day shall consist of eight periods with one of those periods designated as a planning period. The middle school will have 250 minutes of self-directed plan time each week. (approved: 06-13-22)

Section D: Elementary Planning Time

The elementary schools will have 250 minutes of self-directed plan time each week. (approved: 05-13-19)

Section E: Calendar

The calendar committee serves in an advisory capacity only and meets each year with the superintendent. The committee will be comprised of a board member, an administrator, staff member from each building and a community member. (approved: 12-12-05)

Section F: Class Size

The Board and the HAT recognize the desirability of achieving optimum teaching/learning conditions. When a teacher believes the size of his/her class to be educationally unsound, the teacher will confer with the building principal regarding the problem. The building principal shall have one week to effect an acceptable solution. Notification will be given to the Superintendent and the Board if needed to finalize a solution. The inclusion of this Article in this agreement shall not be construed as the Board having negotiated on the subject of class size. (approved: 08-11-16)

ARTICLE VI: LEAVES

Section A: Sick Leave

Sick leave will cover absence for the employee's own illness or for the illness of a member of the teacher's immediate family or the family of the teacher's spouse which will include father, mother, brother, sister, wife, husband, grandfather, grandmother, children and grandchildren.

Thirteen (13) sick leave days will be granted per year for each teacher who is contracted for seventy-five percent of the time or greater. Teachers who are contracted less than seventy-five percent of the time will receive fifty percent of the district's sick leave benefit. Sick leave days will accumulate up to one-hundred and fifteen days during a school year. However, commencing of a new contract, the number of days accumulated will not exceed one-hundred days. (approved: 09-11-06)

Two of the above stated sick days may be used as flex time. Personal and personal paid leave must be used first and then up to 2 sick days may be used as flex time. The two flex days fall under the same qualifications as personal leave. (approved: 07-10-2017)

Four (4) days will be given at the beginning of the school year and one (1) day per month for nine (9) months thereafter, for a total of thirteen (13) days for teachers receiving full benefits. Two (2) days will be given at the beginning of the school year and one-half (1/2) of a day per month for nine (9) months thereafter, for a total of six and one-half days for teachers receiving fifty percent of the district's sick leave benefit.

Section A: Sick Leave cont.

At the end of a school term, a teacher having between five (5) and nine (9) sick leave days accumulated over the one-hundred day maximum, shall be compensated for one day at the rate of \$135/day. A teacher having between ten (10) and thirteen (13) sick leave days accumulated over the one-hundred day maximum, shall also be compensated for each of those unused days at the rate of \$135/day. A maximum of five (5) sick leave days will be compensated for. (approved: 06-13-2022)

The compensation will be paid at the end of the qualifying contract year (August) and the personal leave day will be available the following contract year.

The teacher must submit written notice to the district office by June 1st of the qualifying contract year of the option selected. (approved: 12-12-05)

New teachers to the District will be allowed to bring up to twenty-five (25) accumulated sick leave days from their last employer.

Unused sick leave will be reimbursed at the rate of \$15.00 per day after fifteen years in USD #363. Additionally this rate will be increased \$1.00 per day for each additional year's service in the district: \$16.00 per day of unused sick leave after sixteen years, \$20.00 per day after twenty years in the district, etc.

After twenty-five (25) years in the district, the rate for all years will be increased from \$1.00 per day to \$1.50 per day.

As an example:

- \$16.00 per day of unused sick leave after sixteen years (16)
- \$24.00 per day of unused sick leave after twenty-four years (24)
- \$37.50 per day of unused sick leave after twenty-five years (25)
- \$45.00 per day of unused sick leave after thirty years (30)

This amount will be paid when leaving the system, retirement and/or completing the contract term, or paid to the estate upon death. (approved: 08/08/11.)

In the event all available sick leave is depleted due to unforeseen circumstances, the board may at its discretion, provide additional days of sick leave.

Section B: Maternity Leave

This maternity leave section applies to those who have worked in the district less than one year. Maternity Leave is also addressed in the USD 363 Family and Medical Leave Act (section C.) (approved 6-29-15)

For maternity leave, a teacher may use up to six weeks of accrued sick leave for normal delivery and eight weeks for caesarian delivery.

If the six calendar weeks fall inside holiday breaks or winter break, days will be counted as part of the six weeks but will not be deducted from accrued leave.

When leave is foreseeable, the teacher shall give written notice to the superintendent thirty days in advance. If leave is not foreseeable, notice will be given as soon as practicable.

Section C: FMLA

Family and medical leave as required by law shall be granted for a period of not more than twelve weeks during a twelve month period. For purposes of this policy, a twelve-month period shall be defined as a fiscal year beginning on July 1st and ending the following June 30th. The teacher is eligible for family and medical leave upon completion of twelve months of service in the district.

Family and medical leave is available for each teacher for (1) the birth of a child of the teacher and to care for the child; (2) the placement of a child with the teacher for adoption or foster care; (3) the need to care for a spouse, son, daughter or parent of the teacher because of a serious health condition; or (4) a serious health condition of the teacher that prevents the teacher from performing the job functions. (leave reason 1 or 2 must be taken within 12 months of birth or placement); (5) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on active duty (or has been notified of an impending call or order to achieve active duty) in support of a contingency operation; and the need to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member. Eligible employees are, for this reason only, entitled to a combined total of 26 work weeks of leaving during a 12 month period.

The leave shall normally be unpaid, however, if a teacher has any sick or personal leave, such leave must be used first and counted toward the annual family and medical leave. After all qualifying leave is used; the balance of leave would be unpaid. If the teacher is in need of medical leave because of a serious health condition, the following options shall also be available to the teacher.

- a. leave without pay – daily rate shall be deducted for each day's absence.

During the period of any unpaid family and medical leave, the Board shall continue to pay the employer's share of the cost of group health benefits in either of the options described below:

1. The board shall continue to pay the employer's share until the end of the twelve week family and medical leave.
2. When the teacher cannot return to work following the family medical leave and the teacher has applied for KPERS disability, the benefit will continue in the same manner until the one-hundred and eighty day waiting period has expired.

The board will continue to pay for the health insurance as detailed above according to whichever provision provides the longest benefit. The teacher should pay his/her portion of the premium payment to the clerk of the board by the first of the month in which the premium is due. The board may terminate group health coverage if the payment is not received within thirty days of the due date.

When leave is foreseeable, the teacher shall give written notice to the superintendent thirty days in advance. If leave is not foreseeable, notice will be given as soon as practicable.

Section C: FMLA Cont.

Upon the teacher providing notice of need of leave, the superintendent will notify the teacher prior to or during the leave period of:

- a. the reasons that leave will count as family and medical leave
- b. the beginning date of family and medical leave and the amount of the employee's accrued paid leave designated as family and medical leave
- c. employer requirement that paid leave be used first
- d. how premium payments for health benefits will be handled
- e. right to be restored to same or equivalent job
- f. any requirement for medical certification
- g. notice from medical personnel indicating the release of the employee to resume duties (such statements shall be provided at the employee's expense)

Family leave reasons (1) birth of a child of the teacher and to care for the child; or (2) the placement of a child with the teacher for adoption or foster care may not be used intermittently or on a part-time basis without the prior approval of the superintendent. When both parents are employed by the district, they may take an aggregate of twelve weeks of leave for a birth or adoption of a child. For reasons of 1 and 2 above, the superintendent may extend the leave for instructional employees, up to one week, when doing so would extend the leave until the end of the grading period.

Section D: Volunteer Sick Leave Donation Plan

The Board of Education and Holcomb Association of Teachers agree to allow teachers to voluntarily donate accumulated sick leave to other teachers based on the following guidelines.

To be eligible as a recipient or donor of the Volunteer Sick Leave Donation Plan:

1. The teacher requesting the donation of volunteer sick leave days must have used all their available sick and personal leave days and have completed one year of employment with USD 363. (approved: 09-08-08)
2. A teacher may request volunteer sick leave days only in the event of a catastrophic or extended personal illness or injury; injury or death of an immediate family member (father, mother, husband, wife, grandfather, grandmother, children and grandchildren) requiring an extended absence from work that is not covered by the teacher's accumulated sick leave. It is not the intent of the plan to be an extension of leave days nor is it intended for ordinary illness including maternity leave (unless there are unforeseen complications.) (approved: 09-08-08)
3. It must be determined the medical leave absence would result in the loss of pay for a minimum of three days which will be credited through the volunteer sick leave donations. All correspondence will be from the superintendent's office. The teacher will not solicit days from staff members. (approved: 09-08-08)
4. The request must be made on the appropriate form and sent to the Clerk.
5. The teacher is required to provide the specific reason for requesting leave from donors.
6. The *Volunteer Sick Leave Donation Plan* is not available for a teacher receiving pay or eligible to receive pay from Worker's Compensation or KPERS disability.
7. The decisions regarding the use of the *Volunteer Sick Leave Donation Plan* and the interpretation of these decisions shall not be the basis for any grievance.
8. A physician's documentation justifying the medical condition or other documentation relating to an immediate family member's injury or death is required and this statement will be attached to the *Donation for Sick Leave Days Request* form.

Section D: Volunteer Sick Leave Donation Plan Cont.

9. A teacher who has twenty to forty-nine accumulated sick days may donate one day per year. A teacher who has fifty or more accumulated days may donate up to three days per year. (approved: 09-08-08)
10. A qualifying teacher will be allowed to donate three days per year. Donated days will be posted and utilized by date and time received. Any donated day(s) not utilized will be credited back to the donor's sick leave and the donor will be notified through an email of such transaction. (approved: 09-08-08)

The superintendent will review the request. If approved, the clerk will individually notify district employees by email of the teacher's request and the donated days received will be made available to the teacher requesting the volunteer sick leave donation.

Section E: Personal Leave

Upon signing a contract with the district, each teacher contracted for seventy-five percent of the time or greater will be allowed six (6) personal days per year. Five personal leave days will be paid by the district (referred to as fully paid (approved 5-13-13)) and ninety (90) dollars will be deducted from the teacher's salary for the sixth day

Section E: Personal Leave cont.

(referred to as partially paid), if used. If no personal leave days are used, one day may be carried over to the next year. The teacher then begins the year with a maximum of six paid personal leave days. At the end of the school year, only 3 personal leave days will be reimbursed to the teacher at a rate of ninety dollars a day. Payment will be issued in the last check of the current contract year. (approved 6-29-15)

Day(s) used after the allowed sixth personal leave day will be deducted at the teacher's daily rate of pay for each day used. (clarification approved: 12-12-05) (approved 6-14-21)

Teachers contracted less than seventy-five percent of the time will receive fifty percent of the district's personal day leave benefit.

The superintendent or his designee may deny a personal leave day for the following reasons:

1. If the personal leave day is to be used during the first week or last week of school.
2. If the personal leave day is to be used immediately before or after a scheduled vacation.
(The superintendent may allow a personal leave day after a vacation because of unforeseen circumstances such as dangerous driving conditions, due to weather.)
3. If personal leave requests for a particular day total a figure in excess of seven percent (7%) of the teaching staff.
4. Personal leave days cannot be taken on professional development days unless approved by the superintendent or his designee. (approved 6-29-15)

If a request is denied because of one of the aforementioned reasons, the teacher will be notified of the denial as far in advance as is practical. It is the responsibility of the teacher to be available for duty if such notification is necessary. All requests for personal leave shall be made one week in advance to provide time for scheduling of substitute personnel. Requests for personal leave made with less than a week's notice may be allowed by the superintendent if the reason is an emergency.

Section F: Professional Leave and Absences

The superintendent shall have the authority to grant leaves for the purpose of attending educational conferences or school visitations.

Section G: Bereavement

Employees are permitted to attend funerals for a relative or close friend. Employees may use up to two days for a funeral, not to exceed six days for the year. (approved 6-13-22) ~~This clause will sunset after the 2021-2022 school year.~~

Section H: KNEA Meetings

The district will allow members two one-half days, at full pay, to attend Association meetings.

ARTICLE VII: GRIEVANCE PROCEDURES

The board shall provide a procedure whereby each employee shall have the opportunity to have employee complaints and grievances timely and fairly considered.

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" shall mean any 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

In general, the adjustment of grievances 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 procedure. 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.

D. Supplemental Conditions

1. 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.
2. Upon the final determination of the grievance, the documents, communications and records relating thereto, shall be destroyed excepting a record of the grievance and the final adjustment thereof and excepting records required by law to be kept and maintained.
3. At each step of the procedure for adjusting grievances after the initial private conference(s) with his immediate administrative superior, 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

ARTICLE VII: GRIEVANCE PROCEDURES CONT.

- legal counsel.
4. All grievance hearings shall be confidential.
 5. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
 6. Only the employee affected may file a grievance or an appeal from levels 1 and 2.
 7. 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 and the solution sought. 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.

Level 1

A grievant shall first take up his grievance with his/her immediate supervisor in private informal conference(s) within ten (10) 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 informal conference(s), he/she may request a formal conference with his/her immediate administrative 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 five (5) school days of the last informal conference.

Level 2

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1 or that no decision is reached within ten (10) school days after a formal presentation, he/she may appeal the matter in writing and the solution sought to the superintendent.

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 (10) school days after the appeal has been received by the superintendent.

If the grievant does not appeal the grievance to the superintendent within fifteen (15) school days after the formal conference at Level 1, the grievance shall automatically be waived.

If the grievance is not adjusted to the satisfaction of the grievant at Level 2 or if no decision is made thereon within twenty (20) school days after the date the grievance was filed with the superintendent or designated representative under Level 2, a federal mediator will be called to mediate a Level 2 meeting to review the grievance documents and offer a plan of resolution before proceeding to Level 3. If the aggrieved person is not satisfied with the federal mediator's resolution, he/she may appeal the matter in writing to the board of education.

Level 3

If the grievant does not appeal the grievance to the board within twenty (20) school days after the mediation sessions at Level 2, the grievance shall automatically be waived.

The board at its next regularly scheduled meeting, upon receipt of a complaint or grievance, may assign a hearing officer to hear such complaint or grievance and make findings and recommendations to the board. Such findings and recommendations shall be made to the board within ten (10) days after the complaint or grievance has been heard by the hearing officer. The board shall rule upon such complaint or grievance within thirty (30) school days after receipt of the findings and recommendations of the hearing officer.

ARTICLE VIII: EVALUATION PROCEDURE

Intent: The legislative intent of the Evaluation Act, K.S.A. 72-9001, et.seq, is to "provide a systematic method for improvement of school personnel in their jobs and to improve the educational system of this state". This procedure as agreed upon by both the Holcomb Association of Teachers and the Board of Education U.S.D.#363 serves to provide each educator with the activities of the evaluation including the time-frame for evaluations and the procedures to be used in the formal evaluation and the informal observations.

The evaluation procedure will be presented in general in-service meetings at the beginning of each school year with discussions for clarification. Each teacher shall receive a handbook containing the following material:

1. A copy of the evaluation instrument and procedure
2. A copy of the informal observation form
3. An evaluation schedule with evaluation dates for the current year
4. A signature form for the educator to indicate that the educator has received and fully understands the evaluation information and procedure. (This form will be returned to the building administrator.)

Time Frame: Formal evaluations will occur with minimums as set forth in current statute.

Presentation and Conference: All formal evaluations shall be in writing and presented to the educator within ten (10) school days following the evaluation. These days may be extended by mutual agreement of the administrator and the educator. A conference will be held with the educator to discuss the areas of strengths and those needing improvement. Any plans for improvement will be discussed prior to initiation.

The signature of the educator on the evaluation signifies the educator has seen the evaluation, but does not necessarily indicate agreement. Following the conference, the educator has ten (10) school days in which to respond if desired. These days may be extended by mutual agreement of the administrator and the educator.

Observations: The purpose of the observations and the board-approved observation form is to provide an informal means for the notation of specific areas observed within no less than a ten (10) minute period at least once per semester. The administrator will make the observation information available to the teacher. (approved 06-18-12)

Availability of Documents: As per K.S.A. 72-9005, except by order of a court of competent jurisdiction, evaluation documents and responses shall be available only to the evaluated employee, the board, the appropriate administrative staff members designated by the board, the school board attorney upon request of the board, 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 in writing to his or her board.

ARTICLE IX: REDUCTION IN FORCE

If the Board decides the size of the teaching staff must be reduced, reduction of staff shall be accomplished by attrition due to resignations and retirement, insofar as possible.

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 determine the educational program for the district in accordance with the educational goals established by the Board. In determining which teachers will be non-renewed due to reduction in force, 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 and needs of the district, individual certifications, qualifications, training skills, interests, seniority and evaluations shall be considered.

Any certified employee who has not been re-employed as a result of reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the teacher would qualify. The Board shall not be required to consider reinstatement of any teacher after a period of one year from date of non-renewal. Certified employees who may be eligible for re-employment are required to notify the district of their current address. The superintendent will recommend to the Board reinstatement of any teacher deemed qualified and able to serve the best interest of the district.