

USD #379

2023 – 2024

NEGOTIATED AGREEMENT

The Negotiated Agreement
was developed mutually between the
Clay County Education Association
and the
Clay County Board of Education

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- - - P R E A M B L E - - -

This agreement sets herein terms and conditions of professional service for all professional employees by Unified School District #379, Clay County, Kansas who are included in the bargaining unit as defined in the General Provisions Article of this agreement. This agreement shall remain in full force and effect beginning **July 1, 2023**, and ending **June 30, 2024**. It is understood and agreed that in exchange for the base salary increase as set forth herein, the Association agrees that vertical movement on the salary schedule and a base salary increase paid by the district will be negotiated again for the **2023-2024** contract.

ARTICLE I

Section A.

Nothing herein shall be construed to limit the statutory power or duties of the Board or the Superintendent of Schools. This agreement shall be subject to all applicable laws and regulations now in force or hereinafter adopted by the State of Kansas or the Federal Government.

Section B. General Definitions

1. Administrator: Any person employed by the Board in an administrative capacity who is fulfilling duties for which an administrator's certificate is required.
2. Association: Clay County Education Association, affiliated with the Kansas-National Education Association and the National Education Association.
3. Bargaining unit: The bargaining unit shall be defined as those employees of the Board of Education in positions which require a certificate issued by the Kansas State Board of Education or a license issued from the Kansas Department of Health and Environment and employed in an instructional capacity by the Board of Education and shall include social workers, counselors and librarians, but shall not include administrative employees, nurses, school psychologists or speech language pathologists.
4. Board: Board of Education of Unified School District # 379, Clay County, Kansas.
5. Contract Year: That fiscal year during which a complete set of primary contract days are normally worked, usually falling between August 1 and July 31.
6. Immediate Family: Spouse, child, parent, grandchild, grandparent, mother & father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, sibling, or any other dependent making his/her home with the teacher.
7. Immediate Supervisor: The immediate supervisor of a teacher is the building principal unless otherwise designated by the teacher's job description.
8. Instructional Day or School Day: Those hours during which students are regularly required to attend classes. The Board of Education will have the authority to develop a uniform instructional day up to 6.7 hours, as reported on the Principal's Building Reports to the Kansas State Board of Education. This will be measured as defined by KSBE. These definitions say:
 - a. Time of instruction begins when students are in the room at the final bell (not warning bell).
 - b. Two elementary recess periods per day of 15 minutes each, supervised by a classroom teacher, may be counted as instructional time.
 - c. High School and Middle School passing time between periods may be counted, except passing time going to and from lunch.

9. Primary Contract: The teacher's employment contract for assigned services and for a designated number of contract days, and which contract incorporates the terms of this agreement.
10. Professional, Duty or Contract Days: Those days during a professional year on which assignments can be made and for which a teacher is paid under his or her primary contract.
11. Professional Year: The number of primary contract days annually for which teachers are paid.
12. School district or School System: Unified School District No. 379, Clay County, Kansas.
13. School Year: That period of time when school is in session as set forth in the school calendar adopted by the Board.
14. Superintendent: Superintendent of Schools of Unified School District No. 379, Clay County, Kansas.
15. Supplemental Contract: A teacher's contract(s) for assigned and accepted services other than those services covered in the teacher's primary contract or in contract addendum(s).
16. Teacher: Any employee who is a member of the bargaining unit as defined in the General Provisions Article of the agreement.
17. Teacher Comp Day: A leave day, other than vacation, given to teachers as compensation for two (2) evenings of parent/teacher conferences.
18. Flex Day: Allowance of a "flex-day" for specified work days and/or in-service days as indicated in future approved school calendars.
 - a. Flex Group In-service Day: Teachers shall be present for 6 hours total (6 hours = one day) and must be in a group of at least 2 or more USD 379 teachers. The flex day must be tied to their current grade level/content area and requires prior approval from the building administrator. Documentation is required through PDC submission.

Section C. Recognition

1. The Board of Education recognizes the Clay County Educational Association, affiliated with Kansas-National Education Association and the National Education Association, for the purposes of professional negotiations under K.S.A. 72-5413, et seq. as the exclusive representative for the teachers' unit of professional employees.
2. The Board and the Association acknowledge that the agreement herein set forth has been adopted following a good faith effort by both parties to reach agreement between representatives of the Association and the Board as provided in K.S.A 72-5413 et seq.

Section D. Management Rights

The Association acknowledges that the Board and the Superintendent have certain exclusive statutory rights and responsibilities, which they may not surrender. Except as expressly provided otherwise by this agreement or by law, the final adoption of school policy, the administration and operation of the schools, and the direction of the employees are vested exclusively in the Board and the administrative staff. Nothing herein shall be construed to limit the statutory power and duty of the Board and its designated representative, the Superintendent of Schools, to make, amend, or execute decisions and policies that are necessary to operate and maintain the teaching program and schools or to otherwise carry out its lawful rights and responsibilities.

Section E. Savings Clause

Any part of this agreement or any action taken pursuant to or in reliance thereof, which is contrary to law, shall be null and void, but the remainder of this agreement shall remain in full force and effect.

ARTICLE II GRIEVANCE PROCEDURES

Section A. Definition

A Grievance shall mean a complaint by an individual teacher, or a group of teachers having the same complaint, a member or members of the bargaining unit, filed by such a person or persons alleging that there has been a violation, misinterpretation or misapplication of the negotiated agreement.

Section B. Procedures

1. Level 1 – Conferences - An attempt shall be made to resolve any grievance in an informal, verbal discussion between the grievant and his, her or their principal. Such request for conference shall be made within seven (7) days after the grievant knew or had reasonable opportunity to know of the occurrence of the events, which gave rise to the alleged grievance.
2. Level 1 – Complaint - If the grievance is not resolved satisfactorily at the Level 1 conference, aggrieved teacher or teachers may file a written grievance with the building principal within fourteen (14) calendar (Neg.16) days after the Level 1 conference. The written grievance shall be presented to the building principal in clear and understandable terms on forms provided by the District and shall set forth the following:
 - a. Cite the section of the negotiated agreement, which has been allegedly violated, misinterpreted or misapplied.
 - b. Date of the occurrence of the events giving rise to the alleged grievance.
 - c. Specific facts giving rise to the grievance with respect to such section.
 - d. Statement indicating how the alleged facts, as applied to the specific section of the negotiated agreement, result in the alleged violation, misinterpretation or misapplication.
 - e. Specify the relief requested.
 - f. Signature of the grievant.
 - g. Signature and date line for principal acknowledging receipt of written grievance.

Upon receipt of the written grievance the principal shall arrange a formal individual conference with the aggrieved teacher or teachers within five (5) days, and may make such further investigation of the matter as he or she determines to be necessary. The principal shall render a decision on the grievance and communicate it in writing to the aggrieved teacher or teachers within five (5) days after the conference.

3. Level 2 – In the event the grievance has not been satisfactorily resolved at Level 1, the grievant or grievants may file a written appeal to the Superintendent of Schools. The appeal shall include a copy of the original written grievance and the principal's response. It shall be delivered to the Superintendent of Schools within fourteen (14) calendar (Neg.16) days following the principal's written decision at Level 1. The Superintendent shall arrange for a conference with the aggrieved teacher or teachers within five (5) days after receipt of the appeal and may make such further investigation of the matter as he or she determines to be necessary. Within five (5) days following the appeal hearing the Superintendent shall give a written decision to the grievant, with a copy of the decision to the principal.
4. Level 3 – In the event a grievance has not been satisfactorily resolved at Level 2, the aggrieved teacher or teachers may file an appeal to the Board of Education through the office of the Superintendent. Such appeal shall be filed within fourteen (14) calendar (Neg.16) days of the Superintendent's written decision at Level 2. If received by the

Superintendent on behalf of the Board of Education at least five (5) days prior to the next regularly scheduled meeting, the Board of Education shall hear the appeal at its next regularly scheduled meeting. If filed less than five (5) days prior to the next meeting, the Board of Education will hear the appeal at its subsequent regularly scheduled meeting, unless the President shall call a prior special meeting of the Board for this purpose. As an alternative, the Board, upon receipt of a complaint or grievance, may assign a hearing officer to hear such complaint or grievance and make finding and recommendations to the Board. Such finding and recommendations shall be made to the Board within ten (10) days after the complaint or grievance has been assigned to the hearing officer. The Board shall rule upon such complaint or grievance within thirty (30) days after receipt of the findings and recommendations of the hearing officer (Neg. 21). In lieu thereof, and with the mutual consent of the grievant, the President of the Board may designate a committee of four (4) Board Members to hear such an appeal. An appeal hearing before the Board of Education or before the designated committee will be in executive session between the individual teacher or teachers and the Board of Education or the designated committee of the Board. The Board of Education or the designated committee of the Board shall render its decision in writing to the aggrieved teacher or teachers within five (5) days after the hearing.

The decision of the Board of Education or the designated committee of the Board shall be final and conclusive on all concerned.

Section C. General Provisions

1. Wherever time limits are used, holidays are to be excluded. The time limits specified may be extended by mutual agreement.
2. At any hearing before the Superintendent, Board of Education or a committee of the Board of Education, the grievant may, if he or she desires, be represented by a person of his or her own choice.
3. Any complaint not filed within the time provided or any grievance not appealed from one level to the next within the time limits specified shall be deemed resolved and the right to further processing of the grievance shall be deemed to be waived.
4. At each hearing level where the administrator is responsible for giving a written response within specified time limits, he or she shall make a good faith effort to comply. However, if unforeseen circumstances prevent him or her from giving the written response within the time specified, the grievant may appeal to the next higher level.

ARTICLE III LEAVES

Section A. Chargeable Leaves

1. Chargeable Leaves

- a. Each teacher who is under a full-time contract for a full professional year shall be granted twelve (12) chargeable leave days on the first day that the teacher reports for work in that professional year. Temporary leave days shall be prorated for any teacher who is contracted for less than full time or who begins his/her employment after the beginning of the professional year. Chargeable leave days granted shall be added immediately to the teacher's accumulation.
- b. Each teacher may designate, from the twelve (12) Chargeable leave days granted each professional year, a maximum of five (5) days of personal leave per professional year. Personal leave days may be used at the discretion of the teacher for personal reasons, subject to the following restrictions:
 - i. Five (5) (Neg.18) personal leave days may be used consecutively, if the building principal can find a substitute, except during the last 30 calendar days of each semester.
 - ii. Personal leave shall not be taken the day before or the day after any holiday or school vacation except as provided for in Subpart (6), below.
 - iii. Personal leave shall not be taken the first or the last day of any school semester except as provided for in Subpart (6), below.
 - iv. Personal leave shall not be taken on in-service days scheduled as part of the teaching contract. Teachers may be granted a personal day on a work-day, if requested and all grades/work has been turned into their Principal prior to the scheduled day (Neg.17).
 - v. The five (5) days of personal leave shall be with pay and shall be deducted from the teacher's chargeable leave.
 - vi. Request for use of personal leave shall be made in writing by the teacher to the teacher's immediate supervisor at least five (5) duty days prior to the intended date of such leave. Approval of the personal leave request shall be determined by the immediate supervisor based on the availability of a suitable substitute teacher for the day requested. The teacher's immediate supervisor shall have 48 hours to approve or disapprove the leave request. Once the request is granted, the day of personal leave will be charged to the teacher, unless school is canceled that day. In the case of requests for use of personal leave on either the day before or the day after any holiday or school vacation, or on the first or last day of any school semester, the following additional requirements shall apply: (1) the teacher shall include in his or her written request for personal leave the reason or reasons requiring the use of personal leave on those days; (2) a suitable substitute teacher must be available for the day requested; (3) the request shall be made to the teacher's immediate supervisor; (4) the decision to grant or deny this request is solely within the discretion of the Superintendent/TLEC Director and is not subject to the grievance procedure.
 - vii. Teachers who do not use their personal days may receive remuneration for five of the five personal leave days at the current sub pay rate if so desired. Teachers must notify the district office by May 31st in writing to receive payment for those days. Teachers will not be able to split the options on any of the unused days. Remuneration will occur during the June pay period.

- c. Unused chargeable leave days shall be cumulative to sixty (60) days. When a teacher has accumulated sixty (60) days of chargeable leave the Board will credit to him or her an additional thirty (30) (Neg.18) days of leave in a leave bank which may be used by the teacher for personal illness or disability. If banked prior to June 30, 2018, the teacher will be grandfathered (Neg.18). The days of leave a teacher has credited in the leave bank may be used only after the total amount of chargeable leave has been used. All or part of the amount credited in the bank may be used in any one contract year and any unused amount will be carried forward to the next contract year.

Once a teacher has accumulated sixty (60) days of unused chargeable leave, chargeable leave not used during subsequent years will be matched half (.5) (Neg.18) in the leave bank until the maximum of thirty (30) (Neg.18) days is achieved. If banked prior to June 30, 2018, the teacher will be grandfathered (Neg.18).

- d. Chargeable leave days may be used for:
 - i. Personal illness, injury, or incapacitation up to the maximum number of days the teacher has accumulated. Teachers absent due to such causes for more than thirty (30) consecutive contract days shall furnish a physician's statement to the Board verifying ability to return to work. Such statement shall be filed with the HR Specialist prior to returning to work.
 - ii. Illness, injury, dependent care, or death in the immediate family up to a maximum of twenty (20) (Neg.18) chargeable leave days per year. Five of these days may be taken if the usual dependent care provider is unavailable and a suitable replacement can't be found (Neg. 21). Four of these days may be taken to attend the funeral of other persons, subject to prior approval of the building principal. This does not increase the allowed maximum days of twelve (12) under this section.
- e. When a teacher is absent from his/her assignment for any of the above reasons, such absence shall be a chargeable absence and the number of days of such charged absence shall be subtracted from his/her chargeable leave days. Absences for one-half (1/2) day or less shall be chargeable as one-half (1/2) day. Absences for less than a day but more than one-half (1/2) day shall be chargeable as one (1) day. A teacher's salary shall be reduced by the amount of his/her daily rate of pay for each day of chargeable absence in excess of the limits specified by subparagraph d. above.
- f. Transfer of Chargeable Leave – Any employee may transfer any of his or her chargeable leave days to another employee according to the following procedure:
 - i. In the event a need arises where an employee is in need of additional leave due to a catastrophic accident or illness, a Chargeable Leave Transfer Committee will be established to administer transfer of chargeable leave days. This committee shall be made up of four (4) members of the Clay County Education Association, with each member being from a different building. A catastrophic accident or illness is defined as one that is debilitating and results in the employee being unable to work. A doctors note may be required prior to submitting the request to the committee (Neg.21).
 - ii. Any employee who has used up all of his or her chargeable leave days shall submit a request to the Committee asking for approval to accept leave donations up to a maximum of 20 days (Neg. 20).
 - iii. Upon receipt of a request, the Committee shall meet to discuss the request and evaluate the circumstances given to support the request. If the

committee determines that the request is a result of a catastrophic illness or accident and the lack of chargeable leave days is not a result of the requestor's abuse of the district's leave policy, then the Committee will notify the employee of the approval. At least four members of the committee must be present at the meeting and approval shall require the affirmative vote of a majority of those present.

- iv. Once, approved, employees wishing to donate their accumulated leave shall notify the superintendent or his designee of their intent to donate all or any portion of their chargeable leave. The donor's donation of days shall be limited to the number of chargeable leave days which the donor has accumulated. The donor cannot donate days from his or her leave bank. The donor will be asked to sign a written request and authorization for such transfer to be made.
- v. In the event that multiple employees agree to donate chargeable leave days, the committee may review the donor's chargeable leave records so that the donations of employees with the higher number of chargeable leave days are used prior to those with fewer days. While the district will attempt to follow this procedure, it is not required to do so.
- vi. Any chargeable leave that is donated, but not ultimately used by the donor, shall be returned to the donors' chargeable leave.
- vii. It is agreed that this temporary leave transfer policy will allow up to 10 days for any employee whose immediate family or spouse as per Article III (Neg. 20).

It is agreed that this temporary leave transfer policy is designed to benefit employees who have been seriously injured or diagnosed with a disease that has caused them to miss numerous days of work. This policy is not designed to provide additional days for employees who have used their temporary leave for routine illness for themselves or other allowable family members and simply need additional time.

- g. During a time of war or military conflict, the Superintendent shall have the authority to authorize the conversion of sick leave to personal leave for spouse or parent of military personnel if circumstances warrant such request. To qualify for such request, the staff member must have exhausted all personal leave for the current school year.

2. Non-chargeable Leave

Subject to administrative approval, a teacher may be granted non-chargeable leave for the following purposes, subject to the following provisions. Such leave shall not be charged to chargeable leave days, and the teacher shall receive his/her full pay where applicable.

- a. Jury Duty: The first five (5) days of jury duty shall be reimbursed at the regular rate of pay without any pay deduction. Beyond five (5) days, juror per diem will be deducted. Reimbursement for jury pay is not required if less than \$15 per day. Days taken for jury duty leave shall not be deducted from any employee's chargeable leave.

Notice of jury duty shall be given to the teacher's building principal immediately upon receipt of the jury duty notification by the teacher.

- b. Legal: Legal leave to a maximum of two days per year shall be granted for court appearances required by subpoena in matters that are job-related with no pay deduct (Neg.16), with the following exception:

This provision for leave without pay deduct shall not apply in any case where the employee is the defendant in any criminal action and where he or she is ultimately determined to be guilty of such action.

Notification of any court appearance subpoena is to be given to the teacher's building principal as soon as possible following receipt of the subpoena.

These provisions for leave without any pay deduct shall not be applicable to any legal action brought by a teacher or the Association against the Board of Education or any administrative employee thereof relative to school matters; provided, however, that the court appearances required in connection with suits against a teacher or the district, arisen out of the operation of the schools and brought by others than teachers or the Association, will not be treated as leave on the part of the teacher.

- c. Association Leave: Those days when officers and/or elected representatives of the Clay County Education Association are authorized and approved to attend meeting of KNEA, NEA or related Association activities as a representative of the Clay County Education Association. The total number of days absence for all staff involved shall not exceed twenty (20) days in any one school year. No more than 10 representatives will be absent on the same day for this purpose. No individual teacher shall be absent for this purpose more than three (3) days in any one school year. Any absence from part of the regular duty day less than four (4) hours shall constitute a half-day. Any absence from part of the regular duty day in excess of four (4) hours shall constitute a full day.

A request stating the activity to be attended shall be filed in writing with the building principal at least two (2) duty days in advance of the requested leave. Approved activities are:

- i. NEA Western State Instructional Conference
- ii. Kansas-KEA Reading Circle
- iii. Others by mutual agreement with the Superintendent

The Board of Education shall pay the teacher's regular daily salary less the salary paid to the substitute for each day of absence for association leave.

3. Supplemental Leave

Short-term leave of absence for circumstances not provided for under other leave provisions of the Agreement may be granted by the Superintendent or his/her designee. Such leave shall be without pay and not subject to being deducted from any accumulated leave.

The Superintendent may grant such leave with a deduction equivalent to the base substitute pay rate in hardship situations where, in the opinion of the Superintendent, the teacher's absence was due to circumstances beyond the teacher's control.

4. Miscellaneous Leave

With prior administrative approval, a teacher may take leave for one work day that falls after the last student contact day of the school year where the teacher is a parent of a student and the student is participating in a school sponsored event, on the condition that the teacher shall make up the missed work day the following week.

5. Sabbatical Leave

One-year (school calendar year) sabbatical year leave for further study may be granted to one (1) to three (3) full time teachers per school year.

- a. An applicant must have been employed in the school district for at least five (5) consecutive years. The applicant must not have been granted a sabbatical leave

of absence from the district during the five (5) consecutive years of service immediately preceding the current application.

- b. The applicant must sign a note conditioned upon an agreement to return to service with the district for a minimum of three (3) years immediately upon termination of the sabbatical leave. The teacher's position is based on the conditions of the continuing contract law.
- c. The administration will diligently seek a suitable replacement for a one-year period. If the suitable replacement can be employed by May 10, the request will be granted. The position will be listed according to local recruitment procedures with state university and college placement bureaus.
- d. "Suitable" is defined as meaning acceptable to Administration and the Board of Education and a replacement who can continue the present program.
- e. Every effort will be made to return the individual to the assignment he/she held prior to the leave or one of mutual benefit to both USD 379 and the teacher. Employees returning from sabbatical are not guaranteed employment in any area for which they may be newly certified by their sabbatical studies. The teacher will reenter the salary schedule at the same step at which he/she would have been eligible if he/she would have remained on staff.
- f. No salary will be available during the year's leave of absence. Health insurance is available at the teacher's expense.
- g. Teachers must request such leave no later than January 15th of the year in which the fall term of the sabbatical leave would occur.
- h. All interested and eligible parties will submit the planned course of study to the screening committee. All applications for sabbatical leave should be submitted to the selection committee no later than January 15th of the year in which the fall term of the sabbatical year would occur. The committee shall consider the following criteria:
 - i. Merit of the applicant's proposed program.
 - ii. Applicant's length of service in the district.
 - iii. Distribution from the areas of elementary, intermediate, secondary, and special education.
- i. Screening committee members will include one teacher in the applicant's teaching field, the applicant's building principal or supervisor, and the Superintendent. Names of the teachers selected by this committee will be submitted to the Board of Education for consideration and approval.
- j. The screening committee will review each application and recommend to the Board of Education. The Board of Education will make its decision on these applications either within fifteen (15) days of their receipt or no later than the first Monday of March of the school year prior to the period of the sabbatical leave. Final approval is determined by the ability to find a suitable replacement teacher by May and such determination is not subject to the grievance procedure.
- k. As a condition for selection, sabbatical leave shall improve the professional competence of the individual.
- l. The individual on leave will maintain current leave benefits existing as of the last day of year prior to the year of the sabbatical.
- m. All college credits earned during the leave will be applied to salary increase in accordance with the regulations as set forth in this agreement.

6. Leave Due to Injuries

An injury suffered during the instructional duty day resulting from direct physical harm from a student will allow the employee to submit a request for paid leave, not to exceed the Workers Compensation waiting period. A committee consisting of the Superintendent, Director of Special Education, and building principal will determine approval of said leave within 24 hours based on the nature of the injury and doctor recommendation.

7. See attached Appendix B for chart of chargeable and non-chargeable leaves.

ARTICLE IV TEACHERS BENEFITS

Section A. Personal Injury Benefits

The Board shall continue to provide all teachers with worker's compensation coverage.

Section B. State Retirement Participation

The Board shall participate in the Kansas Public Employees Retirement System in accordance with K.S.A. 74-4931 et seq.

Section C. Salary Reduction Plan

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

A plan participant will be allowed to change health care insurance status if the change is due to a change in family status (e.g., marriage, divorce, death of a spouse or child, or birth or adoption of a child, spouse's employer open enrollment, and termination or commencement of employment including covered family members).

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

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

Once the insurance company has been selected by the Board of Education for salary reduction options, the Board shall, not later than ten (10) days prior to September 1 of the contract year, furnish each employee information regarding the benefit coverage.

The employee shall make any salary reduction requests on or before the date set by the Section 125 Administrator (which is August **11, 2023**) of each school year or ten (10) days after commencing work in USD 379, whichever shall last occur. That reduction shall remain in force throughout the twelve (12) ensuing months or through the August or September pay periods or upon termination of employment with the district, whichever occurs first. Once the reduction request is made for each non-taxable benefit, the only change allowed in the reduction amount shall be for a change in the health insurance premium.

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

1. Health Insurance
2. Cancer Insurance
3. Salary Protection Insurance
4. Group Life Insurance up to \$50,000.00
5. Medical Reimbursement/Dependent Childcare
6. Dental Insurance
7. Vision

USD 379 will offer a 403 (b) annuity through American Fidelity, along with other companies already approved by BOE action, under a salary reduction plan according to changes in the law, which went into effect January 1, 2006.

Section D. District Contribution to Health Insurance

For the school year **2023 – 2024**, the Board of Education shall contribute **\$685** per month toward the cost of the school district's non-grandfathered group health insurance program for each teacher who participates in said program.

The Board of Education shall contribute the difference between the premium cost of Employee Only, Option 4, Qualified High Deductible Health Plan (QHDHP) to the approved Health Savings Account (HSA) (Neg.17).

Section E. Teacher License Renewal

For the school year **2023 – 2024**, teacher license renewal and required fingerprinting reimbursement are addressed in Appendix H.

ARTICLE V SALARY SCHEDULE

Section A. Effective Date

The primary salary schedule attached hereto and marked "Appendix C" will be in effect for the school years **2023 – 2024**.

Section B. Placement

For the purpose of initial placement on the primary salary schedule, the number of years of service credit for prior teaching experience shall be determined at the time of employment by the Board of Education, upon recommendation of the Superintendent. The Board of Education shall have the discretion to allow more or less than the actual number of prior years of service credit for any new teacher, with each such teacher, after once being placed on the salary schedule by the Board of Education, progressing from that point in future years.

Section C. Requirements

Prior to receiving compensation, all teachers must hold a valid teaching certificate issued by the Kansas State Board of Education and have a current transcript of all college hours on file with the Clerk of the Board of Education.

Section D. Steps and Level

Movements from Level 1 to other levels shall be accomplished with graduate hours obtained after Master's degree for educational classes approved on KSDE license (Neg.17).

Section E. New Contracts Awarded

A new contract will be issued and credit given for additional graduate college hours earned if (1) a new transcript is filed with the Clerk of the Board of Education on or before September 1 of the current contract year and (2) the teacher filed with the Clerk of the Board on or before June 1 of the prior year the Appendix G: Salary Movement Intent Form (Neg.17).

Section F. Supplemental Salary Schedule

The Supplemental Salary Schedule attached hereto and marked Appendix D will be in effect for the school years **2023 – 2024**. The base for this schedule will be the same as the beginning teacher base. Further, teachers who drop out of a co-curricular activity for one year or longer and then return to the same co-curricular activity shall be placed on the Supplemental Salary Schedule at the same Level of Experience they were on when they dropped out.

Section G. Mileage Reimbursement

Teachers traveling between assigned schools, in town and between towns, shall be reimbursed for their mileage at the state-approved rate.

Section H. Extended Contract Compensation

Certified staff on extended contracts shall be paid for the extended portion of their contracts at the same daily rate as their contract for the 184 days. (Salary divided by 184 times the total number of days of their contract.)

In the event that the administration determines that a change should be made to the length of an extended contract for the following year, a conference will be held prior to the April board meeting of the current school year, with only the teacher affected, the teacher's building administrator/supervisor, and the Superintendent of Schools to be present.

The Association and Board agree that the determination and setting of the length of extended contracts shall be within the sole discretion of the Board.

Section I. In-service Incentives

Approved in-service education program expenditures for registration, substitute teachers, travel expenses, meals and room will be reimbursed. Mileage will be approved at the state-approved rate.

Section J. Extra Duty Assignments

Extra duty assignments as assigned by the building administrator/supervisor and outside the duty day that the building administrator/principal is not able to schedule during the duty day shall be compensated at the rate of **\$20.00** per hour. Extra duty assignments will have prior administrator approval, with verification from the administrator in charge, before they get paid. Time records for such extra duty are to be turned in the last day of each month.

Section K. Reimbursement for Additional College Credit

For teachers who agree, at the request of the superintendent, to take additional undergraduate classes, toward an additional endorsement, a payment of \$200.00 per semester hour to a maximum of \$2,400.00 in a three-year period will be paid. If a teacher is requested by the superintendent and agrees to take classes for a Masters Degree, a payment of \$3,000.00 will be paid upon completion, if not completed in three (3) years, NO payment will be rendered (Neg.17).

Special Education Waiver: Special Education teachers teaching on a waiver will be provided \$200.00 per semester hour for a period of up to three years, toward tuition fees for a special education endorsement. USD 379 requires teachers to work for a period of three (3) years upon receipt of the special education endorsement (Neg.17).

For any of the above requests, the Request for College Reimbursement board-approved form must be completed and approved by the superintendent prior to enrolling in the class(es).

Section L. Reimbursement for District Payment of a Master's Degree, Waiver, or Additional Endorsement

Any teacher who receives payment for a master's degree, waiver, or additional endorsement and leaves the district before two years after compensation by the district, will be required to remunerate 50% of the received amount. In case of hardship, the teacher can appeal to the superintendent.

Section M: National Board Certification

Teachers who attain National Board Certification will receive upon completion a \$2,000 stipend for ten years, to be paid as a lump sum in June beginning with the year awarded. The teacher is eligible as long as he/she is a full-time teacher for USD 379. Upon recertification for the National Boards, teachers will continue to receive \$2,000 stipend for the length of the new certificate. Teacher must submit written notification to the superintendent by May 1st.

Section N. Stipend for Teachers in Hard to Fill Positions

From time to time the job market for teachers in certain areas becomes more competitive due to a lack of qualified teachers available to meet the demand. When this occurs, such positions become "hard to fill." In order to retain the teachers that the district has teaching in hard to fill positions and in order to be competitive in hiring new teachers to fill vacancies in those areas, teachers currently teaching in hard to fill positions or newly hired teachers in those areas will receive an additional one thousand dollars (\$1,000.00) more per year than the amount set forth in the Salary Schedule (Appendix C) for the appropriate Step and Level of each teacher.

The Board of Education, upon recommendation of the Superintendent, shall have the sole discretion to determine what positions are hard to fill.

In the event the job market should change so that a position which had previously been classified as "hard to fill" no longer fits that classification, teachers who are currently receiving additional pay due to the "hard to fill" classification will not have their pay reduced.

Section O: Mentor Program:

Clay County School District is committed to delivering the best possible teachers to every classroom. Our goal is to support our new staff members as we work towards educational excellence. We understand that teacher retention is critical to providing a highly qualified teacher in every classroom. We further understand that new teachers need an established support base that is active before school starts. Therefore:

- We will have a qualified, quality mentor for every new teacher.
- We will establish a mentor program to support the needs of every new teacher in our district.
- We will recognize the efforts of our veteran staff and the experience that they bring to the district.

1. Selection

Teachers who are interested in becoming mentors will need to complete a simple application. The application should be given to the building principal upon completion. Each administrator will use the information in the application to recommend possible candidates from his/her building. Candidates should be leaders in his/her respective building, work well with other staff and be willing to commit to the program. The district office will review the recommended candidates and determine the final list of mentors from each building. Approved teachers will be kept on the list and assigned by the administration. If a mentor teacher would like to discontinue their services as a mentor, they should provide documentation to that effect by April 1st.

2. Pay

Mentors will also earn a \$1,000 supplemental salary for their efforts and time spent assisting the new teacher and attending meetings and required trainings. Mentors would attend any district or building level mentor meetings and trainings. A mentor teacher will be required to log 62 hours/year with the new teacher. Requirements for teachers with more than 3 years experience will be reduced to 31 hours. This will also affect the mentor's pay, which will be half. A written log will be used to document the topics and time logged to assist the teacher. The district will also provide a 1/2-day sub for each mentor for the purpose of participating in a 1/2-day observation of the new teacher. This is intended to address issues that arise throughout the course of the start of the school year. The difficulty in getting common plan periods/lunch periods made this opportunity necessary.

ARTICLE VI WORKING CONDITIONS

Section A. Duty Day, Hours, and Amounts of Work

1. Teachers shall be present in their assigned buildings during the duty day, including a minimum twenty (20) minute lunch period free of assigned responsibility. Teachers must notify the building principal or designee when they desire to be out of the building during the duty day.
2. Teachers shall attend individual conferences with administrators.
3. Teachers shall attend staff meetings at the direction of the buildings school principal or central office administrators.
4. Teachers shall attend pupil and parent conferences when requested by a pupil or a parent.
5. Teachers shall be present in and around the building for a minimum of thirty (30) minutes before and after the school day. This time shall be used for the purpose of preparations, conferences, and supervision of pupils. Schools involved in Professional Learning Communities will have a building set day when that duty day will begin 45 minutes before the instructional day begins and end 15 minutes after the instructional day ends.
6. Teachers shall make complete and adequate preparation to fulfill their responsibility to pupils.
7. Teachers shall accomplish administrative work related to their assignments.
8. On non-instructional duty days, teachers shall be present for 6.7 hours, excluding the lunch period. An authorized administrator may reduce such time requirement.
9. Teachers/Counselors who are assigned by the building principal to use their planning/preparation period to substitute for another teacher will be compensated at the rate of \$20.00 per assignment period of 40 minutes or more.

Section B. Elements of the Duty Day; Classroom Teachers

1. Each full-time secondary classroom teacher shall have a schedule, which normally provides at least one period daily for conferences and preparations. MS/HS Teachers that travel between Clay Center and Wakefield, and who do not get a contiguous block of planning minutes daily as stated above, will be eligible for monetary compensation as stated in the Supplemental Salary Schedule in Appendix D.
2. Each full-time elementary classroom teacher shall have a schedule, which normally provides at least 225 minutes per five-day week for conferences and preparations.
3. Travel between buildings shall not count as part of the planning and preparation time allotted in paragraphs 1 and 2 above. The following should be used as guidelines for appropriate travel time: between Clay Center and Wakefield – 30 minutes, between different buildings within Clay Center – 10 minutes.
4. If required to teach an overload, which will result in the loss of the teacher's planning period, the teacher would be compensated 1/7th of their BASE salary. This overload must be recommended by the building administrator, agreed on by the staff member, and approved by the superintendent. This process will be reviewed each semester and yearly, based on needs and student numbers.
5. If the overload is to involve a TLEC teacher, the TLEC Board and the Director of Special Education will have to approve the overload prior to the USD 379 Board of Education approval.

6. A \$2,000 stipend will be given to a teacher assigned to be a combination core classroom teacher of K-5 students. This is defined as a teacher that teaches more than one grade level daily and is responsible for the core instruction and administers grades for ELA, Math, Science, and Social Studies.

Section C. Absence from Building

Each certified staff member will be allowed to be released from the building for a period of one hour or less if a substitute is available at no cost to the district. This will be handled at the building level and the decision of the building administrator will not be subject to the grievance procedure. If the absence is for more than one hour, the absence will be counted as per the terms of the negotiated agreement. Permission must be granted by the building administrator prior the absence.

Section D. Early Dismissal and Inclement Weather

In the event students are dismissed prior to the end of the regular school day, the teachers' contract day shall end 30 minutes after the student dismissal.

ARTICLE VII PAYROLL DEDUCTIONS

The Board of Education agrees to deduct unified membership dues for the Clay County Education Association for its members under the following terms and conditions.

Section A.

Individual – signed authorization shall be on file in the Board of Education office by September 1 of the current contract year. Authorization shall be on forms supplied by the Board of Education and shall remain in effect until modified or revoked in writing by the teacher, or until the teacher's contract of employment is terminated.

Section B.

Authorization may be cancelled by any individual giving the Clerk of the Board a written notice at least twenty (20) days prior to the cancellation date.

Section C.

Deductions will be on a monthly basis evenly divided over ten (10) consecutive months commencing in September.

Section D.

It shall be understood that CCEA shall hold the board harmless and (Neg.17) assumes full responsibility for any error that may be made in authorizing and withholding membership dues deductions and any action, which may be brought against the Board of Education and its employees as the result of such error.

Section E.

The Clay County Education Association agrees to pay the Board of Education a service fee of \$3.00 per authorizing member for providing service.

ARTICLE VIII REMUNERATION FOR UNUSED CHARGEABLE TEMPORARY LEAVE

Payment for accumulated unused chargeable temporary leave to maximum of sixty (60) days will be made upon retirement, death or reduction in force. Payment will be based on the total number of full years of service in USD 379, less the number of prior years of service for which payment has been made. The rate of payment will be determined by (1) dividing the teacher's base salary by the number of contract days; (2) multiplying that daily rate of pay by the number of unused chargeable leave days and then; (3) multiplying that dollar amount by the percentage indicated opposite the number of years of full service according to the following schedule:

<u>Years of Full Service</u>	<u>Percentage</u>
0 – 3	0%
4 – 9	20%
10 – 19	25%
20 – 29	30%
30 +	35%

ARTICLE IX LENGTH OF CONTRACT

Teachers will be placed on a primary contract for a period of 184 contract days. Teachers may elect to sign a supplemental contract. Teachers new to the district will be paid 1/184th of their primary contract for the required new teacher in-service day(s) scheduled the workday before the beginning of the primary contract.

Supplemental contracts for staff development, curriculum development, needs assessments, textbook selection, and other mutually agreed upon activities by the Superintendent and the teacher will be offered by the Board. Each teacher will be paid \$20.00 per hour for each supplemental contract day. Each teacher will be paid \$20.00 per hour for each district approved, summer professional development day (Neg.17).

A. Retirement notification incentive

A monetary incentive of \$500 will occur if retirement notification is submitted to the board clerk, in writing, by noon on December 31st to be remunerated in June with unused chargeable leave.

B. Suitable replacement and buyout amount

A teacher wishing to be released from his/her contract 15 days after the 3rd Friday in May will be subject to the following conditions:

1. A suitable replacement must be found for the position based on the superintendent's determination.
2. A monetary penalty of \$500 will occur if request is received between June 4th and June 19th and notification any time after June 19th will result in a \$3,000 penalty payable to the district before the Board of Education will grant requested release.
3. Written notification of the request to be released from contract will be given to the superintendent.
4. In the case of a hardship, an appeal can be made to the superintendent for consideration.

ARTICLE X
REDUCTION OF TEACHING STAFF

1. In the event the Board decides that the number of the Teachers must be reduced, the following guidelines will be followed. Reduction will be accomplished by the following steps:
 - a. attrition due to retirements and/or resignations;
 - b. non-renewal of non-tenured teachers;
 - c. a determination by the Board (as outlined below).
2. To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the District to meet the educational goals established by the Board. The number of teachers needed to implement the District's educational program will then be determined by the administrative staff based on those educational goals as determined by the Board.
3. All teachers will be evaluated in relation to the educational goals of the District using the rubric contained in the Appendix of this Agreement.
4. In the event two or more tenured teachers competing for the same position receive the same score on the rubric, the teacher that was employed first, provided the service has been uninterrupted, shall be retained.)
5. Any certified employee who has not been re-employed as a result of reduction of Professional Employees shall be considered for re-employment if vacancies exist for which the teacher would qualify.
6. It shall be the responsibility of the Professional Employee to notify the District of his/her address and teaching positions desired. In order to be notified of possible re-employment, the application must be made within thirty (30) days after the employee received a non-renewal notice. The Board shall not be required to consider reinstatement of any such employee after a period of one year from the date of non-renewal.
7. Due process rights are not waived by the policy.

SEE RUBRIC – APPENDIX F

ARTICLE XI

PROFESSIONAL GROWTH AND EVALUATIONS

Whenever a teacher who has taught three or more continuous years in the district is given written notice of a board's intention to not renew the teacher's contract, the teacher may request a meeting with the board by filing a written request with the clerk of the board within fourteen (14) calendar days from the date of receipt of the written statement of non-renewal of a contract.

The board shall hold such meeting within fourteen (14) calendar days after the filing of the teacher's request. The meeting provided for under this section shall be held in executive session and, at such meeting, the board shall specify the reason or reasons for the board's intention to not renew the teacher's contract. The teacher shall be afforded an opportunity to respond to the board. Neither party shall have the right to have legal counsel present; however, a USD 379 employee (not family) could be included in the due process hearing. Within 10 days after the meeting, the board shall reconsider its reason or reasons for nonrenewal and shall make a final decision as to the matter.

Each teacher shall have on file with the Board of Education a current IDP by October 1 of each school year. Teachers will be evaluated using the USD 379 Professional Evaluation System adopted by the Board of Education on June 6, 2011.

ARTICLE XII

CHANGE IN TEACHER ASSIGNMENTS

A certified staff member/teacher may apply for a posted position within USD 379 for which he/she has the appropriate certification without having to resign from his/her current position. That person would retain all of his/her accumulated chargeable leave if he/she is accepted for the posted position.

ARTICLE XIII

EMPLOYMENT OF RETIRED TEACHERS

Teachers retired from USD 379 school service according to KPERS may apply for employment with the district. If hired by the Board of Education, the terms and conditions of employment including salary, fringe benefits and leave allowance shall be determined by the mutual agreement of the Superintendent and the retired teacher without regard to the terms and conditions of this agreement.

ARTICLE XIV

COPY OF AGREEMENT

The Board shall provide each teacher with a copy or update of the Negotiated Agreement during the first week of the school year.

LETTERS OF UNDERSTANDING

For the 2023-2024 Agreement:

- Retention Incentives will be paid on September 1, 2023 and apply to individuals who were active employees with USD 379 in the 2022-2023 school year and return to work for the 2023-2024 school year
- Amounts will be distributed as follows:
 - \$1,000 based on a 1.0 FTE of the primary position for all certified and all classified employees who have worked the full 2022-2023 school year.
 - 9 Month Employees who work 35 hours per week are considered a 1.0 FTE
 - Bus Drivers who operate a morning and afternoon route are considered a 1.0 FTE
 - Part Time employees will be prorated based on their individual FTE
 - Employees who did not work the full 2022-2023 school year will be prorated based on the number of days worked of the total number of eligible days for their individual primary position
 - Substitute employees, substitute bus drivers, and activity drivers will receive \$1,000 prorated based on the number of student contact days worked
 - Rule 10 employees are excluded
 - After school program duties are excluded
 - Activity Duties are excluded
 - Employees who have a resignation/retirement on file with USD 379 as of August 30, 2023 will be excluded

Pending availability of funding, it is the intention of Clay County Unified School District 379 to pay additional retention incentives in September 2024.

This Letter of Understanding expires on June 30, 2024.

APPROVAL

The respective negotiating teams hereby recommend to the Association and the Board that they ratify and approve the changes in salary schedule to be in effect for the **2023 – 2024** school year. The agreed upon evaluation processes and procedures shall be used until such time as they are changed.

CLAY COUNTY EDUCATION ASSOCIATION

BOARD OF EDUCATION, USD 379

Chief Negotiator

Chief Negotiator

RATIFICATION

The respective negotiating teams, the Association and the Board, hereby acknowledge, ratify and approve the above and foregoing agreement to be in effect for the **2023 – 2024** school year.

CLAY COUNTY EDUCATION ASSOCIATION

BOARD OF EDUCATION, USD 379

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

APPENDIX A

TEMPORARY LEAVE EXAMPLE, HOW DOES THE BANK WORK

FOR GRANDFATHERED BANK ONLY

If a teacher has been in the district for five (5) years and has accumulated sixty (60) days of temporary leave, the teacher automatically receives sixty (60) days in the leave bank. After a teacher has reached the maximum number of sixty (60) days in the bank, and the number of days that are used goes below sixty (60), the bank will be matched according to the number of temporary leave days not used during the current year.

	<u>YEARS</u>	<u>TEACHER</u>	<u>BANK</u>
Accumulated after year	5	60 days	60 days
Added beginning year	6	0	0
Accumulated year	6	60	60
Used during year	6	-60	-60 for a total of 120 days
Accumulated after year	6	0	0
Added beginning year	7	12	0
Accumulated year	7	12	0
Used during year	7	0	0
Accumulated after year	7	12	12
Added beginning year	8	12	0
Accumulated year	8	24	12
Used during year	8	0	0
Accumulated after year	8	24	24
Added beginning year	9	12	0
Accumulated year	9	36	36
Used during year	9	-5	0
Accumulated after year	9	31	43
Added beginning year	10	12	0
Accumulated year	10	43	43
Used during year	10	0	0
Accumulated after year	10	43	55
Added beginning year	11	12	0
Accumulated year	11	55	55
Used during year	11	-55	0
Accumulated after year	11	0	55
Added beginning year	12	12	0
Accumulated year	12	12	55
Used during year	12	0	0
Accumulated after year	12	12	60

APPENDIX B

CHART OF CHARGEABLE AND NON-CHARGEABLE LEAVE

CHARGEABLE LEAVE

<u>TYPE</u>	<u>NUMBER OF DAYS</u>
Personal Illness or Injury	Number of chargeable leave days up to a maximum accumulation of 60 days, plus sick leave bank days.
Personal Leave	Maximum of 5 chargeable leave days, with restrictions. See Article III, Section A, Paragraph 1, Item b.
Immediate Family Illness, Injury or Death	Maximum of 20 chargeable leave days per year.
Non-immediate family funerals and funeral of non-family	Maximum of 4 chargeable leave days per year. See Article III, Section A, Paragraph 1, Item d, Part (2). See also Article III, Section A, Paragraph 3, Supplemental Leave

NON-CHARGEABLE LEAVE

Jury Duty	First 5 days of jury duty per year without any pay deduction. Beyond 5 days, deduct juror per diem.
Legal	Maximum of 2 days per year for court appearances required by subpoena in matters that are job-related with no pay deduct.
Association Leave	Total of 20 days available to CCEA, with no more than 10 CCEA representatives absent on the same day and no individual representative absent more than 3 days in any one school year. Board shall pay individual his/her daily salary less the daily salary paid to the substitute.
Supplemental Leave	The number of days and whether without pay or with substitute pay deduct are decisions within the sole discretion of Superintendent or his designee.

APPENDIX C – SALARY SCHEDULE

CLAY COUNTY UNIFIED SCHOOL DISTRICT NO. 379
CLAY CENTER, KANSAS 67432

2023 – 2024 USD 379 Salary Schedule

	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL
	I	II	III	IV	V	VI	VII	VIII	IX
STEP	BS	BS+9	BS+18	MSTRS	MS+9	MS+18	MS+27	MS+36	Doctorate
1	43,001	43,513	44,025	44,980	45,480	45,980	46,480	46,980	47,980
2	43,451	43,963	44,475	45,480	45,980	46,480	46,980	47,480	48,480
3	43,901	44,413	44,925	45,980	46,480	46,980	47,480	47,980	48,980
4	44,351	44,863	45,375	46,480	46,980	47,480	47,980	48,480	49,480
5	44,801	45,313	45,825	46,980	47,480	47,980	48,480	48,980	49,980
6	45,251	45,763	46,275	47,480	47,980	48,480	48,980	49,480	50,480
7	45,701	46,213	46,725	47,980	48,480	48,980	49,480	49,980	50,980
8	46,151	46,663	47,175	48,480	48,980	49,480	49,980	50,480	51,480
9	46,601	47,113	47,625	48,980	49,480	49,980	50,480	50,980	51,980
10	47,051	47,563	48,075	49,480	49,980	50,480	50,980	51,480	52,480
11	47,501	48,013	48,525	49,980	50,480	50,980	51,480	51,980	52,980
12	47,951	48,463	48,975	50,480	50,980	51,480	51,980	52,480	53,480
13	48,401	48,913	49,425	50,980	51,480	51,980	52,480	52,980	53,980
14	48,851	49,363	49,875	51,480	51,980	52,480	52,980	53,480	54,480
15		49,813	50,325	51,980	52,480	52,980	53,480	53,980	54,980
16			50,775	52,480	52,980	53,480	53,980	54,480	55,480
17				52,980	53,480	53,980	54,480	54,980	55,980
18				53,480	53,980	54,480	54,980	55,480	56,480
19				53,980	54,480	54,980	55,480	55,980	56,980
20				54,480	54,980	55,480	55,980	56,480	57,480
21				54,980	55,480	55,980	56,480	56,980	57,980
22				55,480	55,980	56,480	56,980	57,480	58,480
23				55,980	56,480	56,980	57,480	57,980	58,980
24				56,480	56,980	57,480	57,980	58,480	59,480
25				56,980	57,480	57,980	58,480	58,980	59,980
26				57,480	57,980	58,480	58,980	59,480	60,480
27					58,480	58,980	59,480	59,980	60,980
28					58,980	59,480	59,980	60,480	61,480

APPENDIX D – SUPPLEMENTAL SALARY SCHEDULE

CLAY COUNTY UNIFIED SCHOOL DISTRICT NO. 379

CLAY CENTER, KANSAS 67432

2023 – 2024 USD 379 High School Sports Supplemental Salary Schedule

Multiply base of **\$43,001** by the appropriate position and experience percentage.

TIER 1			TIER 2			TIER 3		
HEAD Football, Basketball, Volleyball, Track, Wrestling			HEAD Cross Country, Baseball, Softball			HEAD Cheerleading, Weights, Golf, Tennis		
<u>Clay Center</u>	<u>Experience</u>	<u>Wakefield</u>	<u>Clay Center</u>	<u>Experience</u>	<u>Wakefield</u>	<u>Clay Center</u>	<u>Experience</u>	<u>Wakefield</u>
13.5	0-3	12.5	8.5	0-3	7.5	6.5	0-3	5.5
14.0	4-6	13.0	9.0	4-6	8.0	7.0	4-6	6.0
14.5	7-9	13.5	9.5	7-9	8.5	7.5	7-9	6.5
15.0	10-12	14.0	10.0	10-12	9.0	8.0	10-12	7.0
15.5	13-15	14.5	10.5	13-15	9.5	8.5	13-15	7.5
16.0	16-18	15.0	11.0	16-18	10.0	9.0	16-18	8.0
16.5	19+	15.5	11.5	19+	10.5	9.5	19+	8.5
ASSISTANT Football, Basketball, Track, Wrestling			ASSISTANT Cross Country, Volleyball, Baseball, Softball			ASSISTANT Golf, Tennis		
<u>Clay Center</u>	<u>Experience</u>	<u>Wakefield</u>	<u>Clay Center</u>	<u>Experience</u>	<u>Wakefield</u>	<u>Clay Center</u>	<u>Experience</u>	<u>Wakefield</u>
6.5	0-3	5.5	5.5	0-3	4.5	4.5	0-3	N/A
7.0	4-6	6.0	6.0	4-6	5.0	5.0	4-6	N/A
7.5	7-9	6.5	6.5	7-9	5.5	5.5	7-9	N/A
8.0	10-12	7.0	7.0	10-12	6.0	6.0	10-12	N/A
8.5	13-15	7.5	7.5	13-15	6.5	6.5	13-15	N/A
9.0	16-18	8.0	8.0	16-18	7.0	7.0	16-18	N/A
9.5	19+	8.5	8.5	19+	7.5	7.5	19+	N/A
HEAD 9 TH GRADE Football and Basketball			HEAD 9 TH GRADE Volleyball			OTHER HIGH SCHOOL ATHLETIC POSITIONS		
<u>Clay Center</u>	<u>Experience</u>	<u>Wakefield</u>	<u>Clay Center</u>	<u>Experience</u>	<u>Wakefield</u>	<u>AD</u>	<u>Asst. AD</u> <u>CCCHS</u> <u>Wakefield</u>	<u>AD</u>
6.5	0-3	N/A	4.5	0-3	N/A	<u>Experience</u>	<u>CCCHS</u>	<u>Wakefield</u>
7.0	4-6	N/A	5.0	4-6	N/A	0-3	30.0	3.0
7.5	7-9	N/A	5.5	7-9	N/A	4-6	30.5	3.5
8.0	10-12	N/A	6.0	10-12	N/A	7-9	31.0	4.0
8.5	13-15	N/A	6.5	13-15	N/A	10-12	31.5	4.5
9.0	16-18	N/A	7.0	16-18	N/A	13-15	32.0	5.0
9.5	19+	N/A	7.5	19+	N/A	16-18	32.5	5.5
						19+	33.0	6.0

APPENDIX D – SUPPLEMENTAL SALARY SCHEDULE

CLAY COUNTY UNIFIED SCHOOL DISTRICT NO. 379
CLAY CENTER, KANSAS 67432

2023 – 2024 USD 379 Junior High/Middle School Sports Supplemental Salary Schedule
Multiply base of **\$43,001** by the appropriate position and experience percentage.

HEAD Football, Volleyball, Track, Wrestling Basketball (CC), Cross Country			HEAD Cheerleading, CCCMS Weights		
Clay Center	Experience	Wakefield	Clay Center	Experience	Wakefield
5.0	0-3	4.5	2.0	0-3	2.0
5.5	4-6	5.0	2.5	4-6	2.5
6.0	7-9	5.5	3.0	7-9	3.0
6.5	10-12	6.0	3.5	10-12	3.5
7.0	13-15	6.5	4.0	13-15	4.0
7.5	16-18	7.0	4.5	16-18	4.5
8.0	19+	7.5	5.0	19+	5.0

ASSISTANT Football, Volleyball, Track, Wrestling, Basketball (CC)		
Clay Center	Experience	Wakefield
4.0	0-3	3.5
4.5	4-6	4.0
5.0	7-9	4.5
5.5	10-12	5.0
6.0	13-15	5.5
6.5	16-18	6.0
7.0	19+	6.5

HEAD AND ASSISTANT Basketball (Wakefield)			OTHER JUNIOR HIGH/MIDDLE SCHOOL ATHLETIC POSITIONS	
Head	Experience	Assistant	AD Experience	CCCMS
7.0	0-3	5.0	0-3	11.0
7.5	4-6	5.5	4-6	11.5
8.0	7-9	6.0	7-9	12.0
8.5	10-12	6.5	10-12	12.5
9.0	13-15	7.0	13-15	13.0
9.5	16-18	7.5	16-18	13.5
10.0	19+	8.0	19+	14.0

Note:

CCCMS – 2 Head Coaches (7th and 8th) for the following sports: Football, Volleyball, and Basketball and 2 Head Coaches (Boys and Girls) for Track

APPENDIX D – SUPPLEMENTAL SALARY SCHEDULE

CLAY COUNTY UNIFIED SCHOOL DISTRICT NO. 379

CLAY CENTER, KANSAS 67432

2023 – 2024 USD 379 Non-Athletic Supplemental Salary Schedule

Multiply base of **\$43,001** by the appropriate position and experience percentage.

Experience	Head Sr. Class Sponsor	FCCLA CCCMS & CCCHS	Head Jr. Class Sponsor	CCCHS Wrestlerette	Scholar's Bowl	CCCHS Asst. Debate	CCCHS Breakfast Club	CCCHS/WHS Flags/ Drumline	Stuco/Tiger Television
0-3	1.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	3.0
4-6	1.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	3.5
7-9	2.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	4.0
10-12	2.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	4.5
13-15	3.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	5.0
16-18	3.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	5.5
19+	4.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	6.0
Experience	CCCHS/WHS/ Powerlifting	Drama/ Musical (per play)	FBLA	Yearbook	CC Elem. Vocal Music	CCCHS Stagecraft	FFA	BLT Coord.	Debate
0-3	3.0	4.0	4.0	4.5	5.5	5.5	6.0	6.5	8.0
4-6	3.5	4.5	4.5	5.0	6.0	6.0	6.5	7.0	8.5
7-9	4.0	5.0	5.0	5.5	6.5	6.5	7.0	7.5	9.0
10-12	4.5	5.5	5.5	6.0	7.0	7.0	7.5	8.0	9.5
13-15	5.0	6.0	6.0	6.5	7.5	7.5	8.0	8.5	10.0
16-18	5.5	6.5	6.5	7.0	8.0	8.0	8.5	9.0	10.5
19+	6.0	7.0	7.0	7.5	8.5	8.5	9.0	9.5	11.0
Experience	Forensics	CCCHS Asst. Inst. Music	CCCHS/ Wakefield Music	CCCHS Asst. Music Director	WHS Skills USA				
0-3	8.0	8.5	11.0	2.25	4.0				
4-6	8.5	9.0	11.5	2.25	4.5				
7-9	9.0	9.5	12.0	2.25	5.0				
10-12	9.5	10.0	12.5	2.25	5.5				
13-15	10.0	10.5	13.0	2.25	6.0				
16-18	10.5	11.0	13.5	2.25	6.5				
19+	11.0	11.5	14.0	2.25	7.0				

- Loss of continuous plan time when traveling between Clay Center & Wakefield – 3.5% on Base of \$37,594 Article VI, Section B, Paragraph 1
- Extra duty assignments – as assigned by the building administrator and outside the duty day - \$20.00 per hour
- ~~SADD - \$100.00~~
- Driver's Education Instructor - \$25.00 per hour
- Summer School Instructor - \$500.00 per session
- Young Farmers Sponsor - \$300.00
- BLT Coord. Limited to 1.0 per building (could be split by 2 at 0.5 each)
- Cloud County Dual Credit Class - \$25.00 per student per credit hour
- National Honor Society - \$100.00
- Wakefield Photo Club - \$100.00
- TLEC Summer - \$25.00 per hour
- USD 379 Summer district approved PD - \$20.00 per hour
- Math Contest Sponsor - \$25.00 per contest
- PDC Chairman - \$1,000.00
- TLEC Visual Impaired Consultant - \$1,500.00

APPENDIX E

MONTHLY EXTRA DUTY REGISTER

Times recorded can only be for items listed in Article V, Section J of the Negotiated Agreement.
Times can only be listed in minutes before and after the duty day of the teacher's base building.

Name _____ Month _____ Year _____

Date	Activity	Start Time	Finish Time	Minutes before/after Duty Day	Principal's Initials
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					

Total Minutes _____

Charge

Fund: __ - E - ____ - ____ - ____ - ____

Divide by: 60

Total Hours & Minutes _____

Multiply by: \$20.00

Total Amount _____

Signed: _____

Times can only be listed in minutes before and after the duty day in the teacher's base building.

The principal must initial each activity. This form is to be turned in to the SAC by the last day of each month.

APPENDIX F

USD 379 REDUCTION IN PERSONNEL RUBRIC

NAME: _____

Assignment: _____

****ONLY TENURED STAFF WILL USE THIS RUBRIC.

* If a staff member has been evaluated on two different evaluation systems, the average of total points will be used to determine which member is to be RIF'd.

Years of Experience USD 379	Endorsements per KSDE	Education and Training	District Evaluation	Extra duty assignments, support of activities, and professional orientation
Experience must be in USD 379 at a full-time teaching position	Number of certified classes endorsed to teach on current license.	College Semester Hours and/or approved points (equals salary column placement)	Use the average of the last 3 district evaluations.	An overview of all other related and valuable activities.
2 points per year # Years: _____	2 points per class	Circle one: BS 0 points BS+9 - 4 points BS+18 - 6 points MS - 8 points MS+9 – 10 points MS+18 – 12 points MS+27 – 14 points MS+36 – 16 points	Deduct 1 point on each domain component rated unsatisfactory. Add 1 point for each domain component rated proficient. Add 2 points for each domain component rated distinguished. Evaluation 1: _____ points Evaluation 2: _____ points Evaluation 3: _____ points Average: _____ points	2 points for each supplemental assignment, activity sponsored, or school improvement group (use last two years) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____
MAXIMUM: 30 points	MAXIMUM: 10 points	MAXIMUM: 16 points	MAXIMUM: 44 points	MAXIMUM: 20 points
<u>TOTAL Points:</u>	<u>TOTAL Points:</u>	<u>TOTAL Points:</u>	<u>TOTAL Points:</u>	<u>TOTAL Points:</u>

GRAND TOTAL: _____

APPENDIX G

USD 379 - SALARY MOVEMENT INTENT FORM

It is the responsibility of the certified teacher to notify the Clerk of the Board by June 1 of earned movement on the salary schedule due to additional college hours, per the Negotiated Agreement. Both of the following documents must be on file in the District Office by the specified date for hours to be eligible for salary movement:

1. A completed and signed Salary Movement Intent Form shall be submitted to the Clerk of the Board by June 1.
2. The official transcript(s) verifying the completed college hours shall be submitted to the Clerk of the Board by September 1.

Name: _____
(Must be typed)

Date: _____

I intend to move from my current contract placement of Level ____ to Level ____ for the ____ - ____ school year, using ____ college credit hours from _____.

Teacher signature

FOR DISTRICT OFFICE USE ONLY

Intent Form received by June 1: _____

Transcripts received by September 1: _____

College/University	Date completed	College hours available	College hours used	Date used

Current salary	\$	Expected Salary	\$
Current placement		Approved placement	

Approved: _____

Date: _____

Appendix H

License Renewal for Certified Employees

Approved June 8th, 2015

Old Way: Teachers would go to the police station and pay \$ 15 for their fingerprints. Then they would compile all of their license renewal documentation. In one envelope, they would enclose two checks (\$ 50 for fingerprints and \$ 70 for their license), and all necessary paperwork.

Total Cost: \$ 15 + \$ 50 + \$ 70 = \$ 135

Protocol as of July 1st, 2015:

Step 1) Educator compiles all necessary paperwork for renewal, including KSDE forms, PDC transcript, and college transcripts if applicable. Same as always.

Step 2) Email Cathy Carlson and set-up an appointment for fingerprinting.

Step 3) Come to the SAC, Cathy will administer the fingerprinting (cards are kept at the SAC). BRING ALL OF YOUR DOCUMENTS FROM STEP 1 WITH YOU—COMPLETED!

Step 4) During your fingerprinting visit, you will write a check to KSDE for your license renewal. You will then write a check for the fingerprint to the state for \$ 50. You will fill out a form with Cathy for reimbursement and she will make a photo copy of your check to attach to the form.

Step 5) Educator and Cathy will put all documents, checks, and fingerprinting card in an envelope and then the district will mail it off for your renewal.

Step 6) Cathy will submit your form and following the next board meeting, you will receive reimbursement of the \$ 50 fee.

Total Cost: \$ 50 + \$ 70 = \$ 120 - reimbursement of \$ 50 = \$ 70

If you choose to go to the police station for fingerprinting or you already have done so, but not submitted your application as of July 1st.....then you will need to bring in your check for \$ 50, fill out the appropriate form, have your check copied for verification of reimbursement. Then you may proceed and mail the license renewal/fingerprinting in on your own.

APPENDIX H – CONTINUED

USD 379 Fingerprinting Reimbursement

Educator name: _____ School: _____

Date: _____

Signature of Teacher: _____ Date: _____

Signature of Human
Resource Specialist: _____ Date: _____

FOR DISTRICT USE ONLY

Date Processed: _____ Approved: _____

**** Attach a copy of the check to this form.**