

NEGOTIATED AGREEMENT

between the

BOARD OF EDUCATION

Of

UNIFIED SCHOOL DISTRICT NO. 218
Morton County, Kansas

And the

ELKHART EDUCATION ASSOCIATION

2023 - 2024

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ARTICLE 1. DEFINITIONS

- A. ADMINISTRATION: All employees so designated by the Board as serving the District in an administrative capacity.
- B. ASSOCIATION: Elkhart Education Association, affiliated with Kansas-National Education Association and the National Education Association.
- C. BOARD: The Board of Education of Unified School District No. 218, Morton County, Kansas.
- D. DAYS: Except when otherwise indicated, days shall mean calendar days.
- E. DISTRICT: Unified School District No. 218.
- F. EMPLOYEE: The terms "employee" and "teacher" may be used interchangeably but shall mean the same.
- G. HE, HIM, HIS: Shall apply as appropriate to the male and/or female person(s).
- H. K-NEA: Kansas-National Education Association.
- I. NEA: National Education Association.
- J. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 218, Morton County, Kansas.
- K. TEACHER: All certificated employees except administrators employed by the Board of Education.
- L. DAILY RATE: The teacher's daily rate of pay is computed by dividing the teacher's base contract salary by the amount of total teacher contract days for the school year.
- M. EXTENDED DAY CONTRACTS: In the event the Board contracts with an individual professional employee for days in addition to the base contract year, said employee will receive the teacher's daily rate of pay for each day worked.

ARTICLE II. GENERAL PROVISIONS

Section A. Recognition Clause

The Board of Education at a regular meeting held on March 13, 1972, officially recognized the Elkhart Education Association, for the purposes of professional negotiations under K.S.A. 72-5413, et seq., as the exclusive representative for the teacher's unit of the professional employees.

The bargaining unit shall be defined as those employees of the Board in positions which require a certificate issued by the State Board of Education, but shall not mean any such person who is an administrative employee.

Section B. Savings Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such a provision or application shall not be deemed valid or substituting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Superintendent and Association shall enter into discussion and present at the next scheduled Board meeting a joint recommendation to replace any provision found to be contrary to law.

Section C. Reproduction of Agreement

Copies of this Agreement shall be made available by the Board within thirty (30) days after the Agreement is signed to all teachers presently employed and to all teachers hereafter employed, further, copies will be available for inspection by any teachers who are considered for employment by the Board.

ARTICLE III. SALARY AND WAGES

Section A. Overview

The salary schedule for the 2023-24 academic year shall increase the base salary to \$41,574.00 and all incremental steps will be increased accordingly.

A copy of the salary schedule for the 2023-24 academic year is attached hereto and incorporated herein marked as Exhibit "A"

Additionally, all teachers shall also be entitled to their normal horizontal and vertical movement on the salary schedule.

Section B. Conditions Which Govern The Salary Schedule

1. Teachers New To The District

Initial Placement On Column

Horizontal Columns On the Teacher Salary Schedule - Each horizontal column represents either an earned degree from an accredited institution of higher learning, or an intermediate column which represents additional earned approved hours (or their equivalent in quarter hours). Credit will be given only for hours earned subsequent to the date the professional employee received his/her teaching certificate.

The Superintendent shall, prior to any contractual commitments, review the new teacher's transcript and place him/her on the appropriate column on the salary schedule. Placement is determined by the teacher's highest degree as well as any additional qualifying hours.

Initial Placement on Step - The Superintendent shall, prior to any contractual commitments, review the new teacher's prior teaching experience and place him/her on the appropriate step on the salary schedule. Placement is determined by the teacher's past teaching experience in accredited educational institutions.

Two years of teaching experience of at least one-half time and less than full-time shall entitle a teacher to one year of experience in determining placement on the proper step of the salary schedule.

Initial Payment Option – any new teacher to USD #218 may receive up to 25% of his/her first paycheck from the district (the September paycheck) on September 1st of that same year.

The amount of money forwarded to the teacher will be subtracted in a pro-rated manner from the teacher's remaining checks for that contract year.

2. Teachers Currently Employed By The District

Conditions Which Govern Horizontal Advancement on the Salary Schedule

Definition of Terms

For the purpose of this Article, approved hours are those hours, both graduate and undergraduate, that have been approved in advance of enrollment.

Criteria To Be Used In Approval Process

The Superintendent in considering hours shall give approval if they meet any one of the following criteria:

- a. Hours that relate directly to the teacher's teaching field or subject,
 - b. Hours that are included in an approved (both by the college or university and the district) program directed toward an advanced degree above the baccalaureate,
 - c. Hours approved for re-certification,
 - d. Hours that are mandated by the Kansas State Board of Education,
 - e. Hours which can be agreed upon that may indirectly benefit the teacher in his/her subject or field, and
 - f. In-service points approved, in advance, by the Professional Development Council.
- The number of in-service points required to equal one (1) college credit hour is that number noted in the District's In-service Plan.

Movement to New Column

For an employee to advance from one column to another, notification should be made to the Superintendent or his/her designee prior to June 1st, using the "Notification of Change of Salary Classification" form found in the District forms book. Employee shall file suitable documentation (transcript, grade card, or letter) from the appropriate college official or dean with the Superintendent, or his/her designee. This documentation shall be filed with the Superintendent, or his/her designee, no later than ten days after the beginning of the school year. Failure to file within the designated time will cause the teacher to lose payment for the proposed horizontal advancement during the present school year; however, the teacher may advance horizontally in the subsequent school year provided all necessary documentation has been properly filed. Pay adjustments, if necessary, shall be retroactive to the beginning of the school year.

Employees on the salary schedule who advance from one column to another shall move to the corresponding eligible step on the higher column.

Movement to New Step

Provided a teacher has not reached the last step in a column, he/she shall move to the next higher step for each subsequent year of teaching experience.

Teacher Frozen on Steps - When a teacher reaches the bottom of a particular column, he/she shall remain frozen on that column and step until he/she qualifies to move to the next higher column.

When a teacher qualifies to move to a new column and said teacher has been frozen on a step for one or more years, said teacher shall be allowed to move only one step the first year. Thereafter, he/she shall be eligible to move two steps each year until he/she reaches the proper step on the salary schedule as determined by his/her teaching experience.

Two years of teaching experience of at least one-half time and less than full-time shall entitle a teacher to one year of experience in determining movement to the proper step of the salary schedule.

3. Teachers Who Have Previously Terminated Employment With The District and Have Been Re-employed

Teachers who have previously terminated employment with the District and have been re-employed will be placed on the column and step for which they qualified when they terminated

their employment. Further, teachers will be entitled to any additional salary benefits due to additional teaching experience in another educational institution or additional education which entitles them to further horizontal advancement.

4. Method of Payment

- a. Pay Period: Each employee shall be paid in twelve (12) equal installments on the 15th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher.
- b. Exceptions: (a) When a pay date falls on a weekend, employees shall receive their pay check on the last previous working day. If the pay date falls during a school holiday or vacation, the pay date shall remain on the 15th of the month.
- c. Summer Checks: Summer checks other than for summer school teachers shall be mailed to the address designated by the employee.

5. Contract Errors

Care is taken in the preparation of teacher contracts to prevent errors in salary computations.

In the event a computation error occurs which causes the teacher's annual compensation to be more or less than the correct amount, the adjustment to correct the error will be made. Any over payment will be recouped pro-rata during the remaining months of the current contract unless otherwise agreed to by the teacher and administration. Any underpayment shall be paid in the next regular paycheck.

In the event the error has existed in previous contracts it will only be corrected in the current year contract.

Section C. Supplemental and Extra Duty Wages

Conditions governing supplemental and extra duty wages are as follows:

1. All percentages are applied to the base salary (Bachelor's level - step 0) on the salary schedule.
2. The Board retains the right not to assign a particular coaching or sponsorship duty if the number of participants does not warrant. Any coach may request to divide their supplemental salary percentage in order to add an additional coach or sponsor.
3. Coaching duties will normally include boys only or girls only; however, if the number of participants dictates it, the Board retains the right to include both boys and girls in the same assignment.
4. Assistant coaches are assigned only on the recommendation of the administration with final approval by the Board of Education.
5. In the event it becomes necessary to develop a supplemental assignment, as well as an appropriate salary, not contained in this Agreement, the Superintendent will do so and will make his/her

recommendation to the Board. At the same time the Superintendent will send a copy of the recommendation to the President of the Association. If the President feels that the recommended salary is inappropriate for the assignment, a grievance may be filed at the Superintendent's level (Step 4).

6. Every person continuing their supplement duties will receive an annual .25% increase to the stated supplemental percentage set forth herein. This .25% will be added annually for each consecutive year.
7. For the purpose of calculating their supplemental salary percentage, any person transferring to a "like" position shall receive the appropriate credit for their consecutive years previously served.

HIGH SCHOOL

ATHLETIC DIRECTOR	12.5			
HEAD FOOTBALL	12.5		FFA SPONSOR	12
ASSISTANT FOOTBALL	7.5		INSTRUMENTAL MUSIC	9
ASSISTANT FOOTBALL	7.5		VOCAL MUSIC	8
			STUDENT COUNCIL	7
HEAD BOYS BASKETBALL	12.5		KEY CLUB SPONSOR	4
ASSISTANT BOYS BASKETBALL	7.5		YEARBOOK SPONSOR	4
ASSISTANT BOYS BASKETBALL	7.5		QUIZ BOWL SPONSOR	3
			ASSISTANT QUIZ BOWL SPONSOR	1.5
HEAD GIRLS BASKETBALL	12.5		NATIONAL HONOR SOCIETY	2
ASSISTANT GIRLS BASKETBALL	7.5		ASSISTANT NATIONAL HONOR SOCIETY	1.5
ASSISTANT GIRLS BASKETBALL	7.5		FCCLA SPONSOR	9
HEAD WRESTLING	12.5		SENIOR CLASS SPONSOR	2
ASSISTANT WRESTLING	7.5		SENIOR CLASS SPONSOR	2
			JUNIOR CLASS SPONSOR	2
HEAD BASEBALL	12.5		JUNIOR CLASS SPONSOR	2
ASSISTANT BASEBALL	7.5		SOPHOMORE CLASS SPONSOR	0.5
ASSISTANT BASEBALL	7.5		FRESHMAN CLASS SPONSOR	0.5
HEAD SOFTBALL	12.5		MUSICAL DIRECTOR	4
ASSISTANT SOFTBALL	7.5		ASSISTANT MUSICAL	4 (2)
ASSISTANT SOFTBALL	7.5		DRAMATICS (3-ACT PLAY)	4
			ASSISTANT DRAMATICS	2
HEAD TRACK (B & G)	12.5			
ASSISTANT TRACK	6.5		YEC COORDINATOR	3
ASSISTANT TRACK	6.5			
HEAD VOLLEYBALL	12.5		HEAD GOLF COACH	10
ASSISTANT VOLLEYBALL	7.5		ASSISTANT GOLF	7
ASSISTANT VOLLEYBALL	7.5			
			HEAD CHEERLEADER SPONSOR	10
HEAD CROSS COUNTRY	8			
MIDDLE SCHOOL			DISTRICT	
ATHLETIC DIRECTOR	7		KESA DISTRICT CHAIR	10
			KESA BUILDING CHAIR (1 PER BUILDING)	10

HEAD FOOTBALL	7		
ASSISTANT FOOTBALL	4.5		
HEAD BOYS BASKETBALL	7		
ASSISTANT BOYS BASKETBALL	6.5		
HEAD GIRLS BASKETBALL	7		
ASSISTANT GIRLS BASKETBALL	6.5		
HEAD VOLLEYBALL	7		
ASSISTANT VOLLEYBALL	4.5		
HEAD MS TRACK (B & G)	7		
ASSISTANT TRACK	4.5		
ASSISTANT CROSS COUNTRY	4		
HEAD WRESTLING	1.5		
ASSISTANT WRESTLING	1		
HEAD CHEERLEADER SPONSOR	6		
MS QUIZ BOWL SPONSOR	2		
STUDENT COUNCIL	4		
BUILDERS CLUB SPONSOR	2		
7TH & 8TH PEP CLUB	4		
VOCAL MUSIC	4		
INSTRUMENTAL MUSIC	4		
YEC COORDINATOR	2		

DISTRICT-WIDE

Extra Duty Pay

Professional employees who work at athletic events or other school activities, which include but are not limited to score-keeping, time-keeping, ticket-taking, supervising students, etc., will be compensated at a rate of ten dollars (\$10.00) per hour. Employees will be compensated only for extra duty, which occurs outside the regular duty day.

An event is defined as all the activities that generally occur in one evening (i.e. music concert; school play; football game; basketball games, both varsity and junior varsity; volleyball matches; wrestling matches; etc.).

All professional employees will be given an opportunity to volunteer for extra duty assignments.

A teacher supervising another teacher's class during their assigned planning period will be reimbursed at the rate of twenty dollars (\$20.00) per occurrence. The supervision will be subject to prior approval by the building Administrator. It will be the responsibility of the covering teacher to complete the appropriate form and submit it to the central office no later than the last work day of the month. This compensation shall be paid monthly.

A teacher instructing another teacher's class for at least one half day or more, along with their own class, will be reimbursed at their substitute rate of pay. This responsibility will be subject to prior approval by the building administrator. It will be the responsibility of the covering teacher to complete the appropriate substitute teacher form and turn it into the office no later than the last work day of the month. This compensation shall be paid monthly.

ARTICLE IV. HOURS AND AMOUNTS OF WORK

Section A. Base Contract Year

The base contract year will be no more than one hundred seventy two and one half (172.5) days, including days when school is in session, in-service days and teacher workdays. Commencing with the 2014-2015 academic year, the base contract year will be a maximum of one hundred seventy three and one half (173.5) days, including days when school is in session, in-service days and teacher workdays.

Section B. School Day - Duty Day

1. For the purpose of this section the school day is defined as that time when the teacher is responsible for the supervision of the students assigned thereto.
2. In addition to the period established as the school day, teachers shall be present in their respective building, or subject to assignment as the case may be, at least twenty (20) minutes prior to the commencement of the school day and shall remain in their buildings at least twenty (20) minutes following the school day, except on days preceding school holidays or vacations when teachers shall remain in their buildings for five (5) minutes after the school day is over. The school day, plus the periods before and after school, shall constitute the teacher's duty day.

During such periods before and after the school day teachers will be in their buildings and available for student and/or parent conferences unless otherwise assigned by the building principal.

3. Professional Non-Instruction Responsibilities - Instructional-related and professional activities are requisites to the operation of the school, and even though they are sometimes outside the school day, employees included within the bargaining unit, because of their professional involvement, are expected to be an integral part of these programs and spend additional hours beyond the regular teaching day performing these activities. Illustrative of these activities are the following:
 - a. Parent, student and administrative conferences scheduled by the administration.
 - b. Research, development, and evaluation of programs, including accreditation.
 - c. Staff meetings (building, departmental and district-wide).
 - d. Staffings for Individual Education Plans (Special Education) and for intervention teams.

Section C. Extended Meeting Beyond The Duty Day

Should it become necessary to hold extended meetings, beyond that defined in Section B. Item 3., the Superintendent will develop an appropriate salary and make his recommendation to the Board and the President of the Association.

Section D. Calendar Committee Guidelines

The school district calendar is adopted by the Board of Education. The number of duty days for teachers is established by negotiations with the BOE & EEA and for other personnel appointed by the BOE.

A committee should be established each school year for the purpose of making recommendations to the Board of Education concerning the next year's school calendar.

The committee should consist of the following:

- ** Three (3) patrons selected by the Board of Education.
- ** Three (3) teachers, one each, representing the three schools in the district and selected by the EEA, and the President of EEA.
- ** One (1) member of the classified staff, selected by the Superintendent.
- ** Two (2) administrators or directors, selected by the Superintendent.
- ** One (1) member of the Board of Education appointed by the President of the Board of Education.

The Superintendent of Schools shall act as an ex officio member of the committee and shall serve as an ad hoc chairperson.

The committee shall make recommendations for school calendars within the guidelines as defined in statute. At least two proposals should be presented to the staff in each building, through the committee representatives on the committee, for the purpose of informing the staff and determining their preference of calendars by means of a survey. The result of the staff survey and other input will be considered by the committee which should then prepare and submit to the Board of Education prior to March 1st its final recommendations one calendar. The one calendar, which is submitted to the Board of Education, by the committee, will be the calendar, which was approved by consensus of the committee.

Upon receipt of the calendar by March 1st, the Board of Education retains the right to make the final decision regarding the adoption of the school calendar by taking action to adopt or change the calendar on or before its April regular meeting. In the event the Board makes changes in the calendar approved by the committee, it will direct the Superintendent to present a letter to the President of the Association and members of the calendar committee detailing the changes and the rationale therefore.

If an emergency should arise during the calendar year, requiring a change in the calendar, the Superintendent or his designee shall confer with available members of the committee to advise them of the situation and his action on the emergency change. The Superintendent may take such final action, as he feels appropriate under the circumstances.

Unified School District No. 218 will use a committee as described above in the development of the school calendar for the ensuing school year.

Section E. Flex Time

Teachers may flex (substitute) up to two and one-half (2.5) days designated in the calendar as workdays. Teachers must notify, in advance, their building administrator of days to be flexed. Flex time shall be made up and reported in advance or made up and reported within 15 working days after flex is used and in increments of not less than thirty (30) minutes. A completed application to flex the final contract day shall be submitted to the building administrator at least two (2) teacher contract days in advance of the final contract day. Flex time shall be made up in ADVANCE of the final contract day.

Section F. Extension to Base Contract

The Board has the authority (1) to grant a teacher an extension to the base contract year; (2) to increase the number of days in a teacher's extension; (3) to reduce the number of days in a teacher's extension; or (4) eliminate a teacher's extension altogether.

Section G. Employee Notification of Openings

Notice of all District vacancies for certified staff, coaches and supplemental positions shall be e-mailed to all certified district employees and posted in each attendance center, at least one (1) full working day prior to being advertised outside of the District.

ARTICLE V INSURANCE BENEFITS

The Board agrees to establish a Section 125 Cafeteria Salary Reduction Plan whereby each eligible professional employee has the right to reduce his/her compensation in the amount necessary to purchase from those non-taxable benefits contained in the Plan and selected by the employee.

Non-taxable benefits mean those benefits included in the Plan and provided to a participant, which are not includible in the participant's compensation.

The non-taxable benefits contained in the Plan are cancer insurance, short-term disability (salary protection) insurance, Flex Spending, and/or group term life insurance not to exceed \$50,000.

At his/her discretion an eligible professional employee may forgo any reduction in compensation for the purchase of non-taxable benefits and take the total compensation as salary - cash.

A complete copy of the Section 125 Cafeteria Salary Reduction Plan is on file in the Superintendent's Office and is available for review by any member of the professional staff.

ARTICLE VI. REIMBURSEMENT OF COLLEGE HOURS EARNED

Definition of Terms

For the purpose of this Article, approved hours are those hours, both graduate and undergraduate, that have been approved, in advance of enrollment, by the Superintendent.

The Superintendent in considering hours shall give approval if they meet any one of the following criteria:

1. Hours that relate directly to the teacher's teaching field or subject,
2. Hours that are included in an approved (both by the college or university and the district) program directed toward an advanced degree above the baccalaureate,
3. Hours approved for re-certification,
4. Hours that are mandated by the Kansas State Board of Education, and
5. Hours which can be agreed upon that may indirectly benefit the teacher in his/her subject or field.

Teachers will be reimbursed at the following rates for college hours earned:

1. Fifty dollars (\$50.00) per semester hour for approved undergraduate hours up to a maximum of eight (8) hours per year.
2. Seventy-five dollars (\$75.00) per semester for approved graduate hours up to a maximum of eight (8) hours per year.
3. One hundred dollars (\$100.00) per semester hour for approved graduate hours that are included in an approved (both by the college or university and the district) program directed toward an advanced degree above the baccalaureate degree. These hours will be reimbursed up to a maximum of twelve (12) hours per year.

Credit received for courses taken on school time are not eligible for payment. Teachers who plan to request reimbursement for said hours shall present written documentation (transcript, grade card, or letter) from the appropriate college official or dean.

In order for college hours to be considered for reimbursement, the hours must be completed and submitted to the Superintendent's office within a period of one year from the time of enrollment in a class or classes. Failure to do so will cause the teacher to lose the opportunity to request reimbursement.

The Board reserves the right to negotiate payment as needed with any teacher requested by the Board to qualify in an additional teaching field; provided however, that the reimbursement for approved college hours earned will not be less than the agreed to \$50.00 (undergraduate hours) and \$75.00 (graduate hours) per semester hour.

Approved course reimbursement shall not be paid until the course transcript is turned into the Profession Development Committee for credit on the staff member's Professional Development transcript.

ARTICLE VII. LEAVES

Section A. Conditions Which Govern Leaves

1. Teachers who find they are unable to be present to discharge their assigned duties should notify the principal before they leave the building the evening prior to the day of their possible absence. Tentative arrangements can be made for a substitute. If it is necessary to call a substitute, then the building principal should be notified. Teachers will not make arrangements for their own substitutes.

2. Situations may suddenly occur which would require a teacher to take a leave of absence without being able to give prior notice to his/her immediate supervisor. It therefore

becomes the teacher's responsibility to have another person such as a fellow teacher, a member, or a friend contact his immediate supervisor as soon as possible thereafter. It also becomes the teacher's responsibility to complete the necessary leave forms after he/she has returned from the leave of absence.

3. Each employee shall be given a written accounting of his/her accumulated leave days in September of each school year.

4. In making a deduction for a day absent without pay, the amount of money deducted for a day without pay will be calculated by dividing the relevant teacher's annual salary by the amount of total teacher contract days for the school year. All discretionary leave must be used prior to an absence without pay being considered.

5. Unless otherwise specifically provided for in this Agreement an employee will not be paid for unused leave benefits when he/she leaves the employ of the District.

Section B. Discretionary Leave

Discretionary Leave

a. At the beginning of the school year teachers shall be credited with twelve (12) days discretionary leave, the unused portion of which shall accumulate from year to year to a maximum of sixty-three (63) days as further provided herein. These days are to be used at the discretion of the employee (herein "discretionary leave"). The employee must submit a Leave of Absence Request to the building principal as soon as the need for leave is known. Requests should be made as far in advance as possible to provide time for scheduling of substitutes if the employee is unable for any reason to turn in the request prior to being absent, the form should be turned in the day the employee returns to work. No reason need be listed for the use of an employee's leave, except as further provided herein. Discretionary leave shall not be taken for more than three (3) consecutive days or before or after a scheduled school vacation except as further provided herein.

b. One day of discretionary leave may be used the day before or the day after a scheduled school vacation or holiday, on a first come, first serve basis provided a substitute can be obtained and a request is submitted at least one week prior to the absence.

c. Extended leaves for more than three (3) consecutive school days require prior approval of the employee's building principal and are limited to medical reasons or emergencies. If an employee is to be absent for more than three (3) consecutive school days, the employee must provide (i) a note from a medical professional or (ii) provide a valid emergency reason for requested leave (which shall be determined in the building principal's sole discretion to be an emergency). The note from a medical professional shall clearly state the date the absence is to begin and the anticipated date that the employee will be able to return to work. The Board retains the right to have the employee examined by a physician of mutual choice if a disagreement arises over the recommendations as made by the employee's personal physician. In the event this occurs, the Board will pay for the examination. In the event of a medical reason or emergency when prior approval is not possible, then in that event, the employee shall provide the required documentation described above as soon as the employee returns to work. Notwithstanding the foregoing, it is recognized that there may be special situations where leaves for more than three (3) consecutive school days of a non-medical or non-emergency nature are appropriate and may be granted in the sole discretion of the Board.

d. Once earned, discretionary leave above sixty-three (63) days will not be dropped until the end of the school year so that absences at the end of the school year will not decrease accumulated discretionary leave. Any unused discretionary leave may be accumulated to a maximum of sixty three (63) days. All or any part of said accumulated leave may be used in any given year for absences as provided by this agreement. The teacher shall be reimbursed on or before July 1, for all unused discretionary leave from the previous school year, in excess of the maximum days, at the rate of \$35.00 per day.

e. Any teacher who has met all of the retirement criteria under the KPERS rules and regulations, and retires from the District, shall be reimbursed by the District for all accumulated and unused leaves, at the rate of \$35.00 per day. This request for reimbursement must be filed in writing by the teacher with the Superintendent, on or before the fourteenth (14th) day following the third Friday in May and prior to the cut off date for the teacher to submit their written request to KPERS for retirement.

g. If a teacher chooses, they may donate up to three (3) of their discretionary days to another teacher, if that teacher has exhausted all of his/her discretionary days and has run out of days allowed in the sick leave bank. The teacher donating the days must fill out the appropriate form and turn it in to the superintendent's office, at which time the days will be deducted from the teacher's yearly and/or accumulated discretionary leave.

A receiving teacher may acquire up to 30 additionally donated days for any one occurrence/need. If the receiving teacher is in need of additional days following the use of the originally donated days, he may receive up to an additional 30 days if the donations are made available for use by the remaining teachers.

Written, dated and signed notice of a donation of a sick leave day must be submitted to the BOE Clerk by the donating teacher.

The teacher in need may only access extra donated days AFTER the BOE Clerk has officially accepted them. (Meaning a person can't use a donated sick day, knowing one is on the way.)

No donated days may be carried over into a new contract year.

No teacher is allowed to solicit other teachers for days to be donated.

BOE Clerk will advertise for teacher need.

No days will be accepted beyond the immediate need.

2. On the job injuries resulting from student or patron assaults:

In the event a certified employee is absent from work as the result of personal injury by reason of an assault by a student or patron while performing job related duties within the scope of the certified employee's employment with the District, which injury is covered by the District's workers compensation insurance carrier, such absence will not be charged against the certified employee's leave days. The certified employee, for each such day of absence, will be paid the difference between the amount the certified employee receives from the District's workers compensation insurance carrier if any and the certified employee's daily take home pay. (Work comp payments are not taxed.)

In the event the certified employee is required to be absent from work by a doctor's orders, in order to receive medical treatment provided by the District's workers compensation carrier for a job-related assault by a student or patron, but is not at the time of the absence receiving temporary total disability benefits from the District's workers compensation insurance carrier, and is not there after entitled to receive such benefits for the day of absence, the absence will not

be charged against the certified employee's available leave days and the certified employee shall continue to receive his/her contracted salary during such absence. Proper verification of such medical orders and treatment must be provided by the certified employee. In the event, the need for medical leave extends beyond 20 days, and Workman's Compensation compensates the employee for the first 7 days of absence, the employee may choose to reimburse the District for the amount equal to their take home pay for those 7 days, or use 7 days of earned leave for those days.

Section C: Sick Leave Bank

The Board will contribute sixty (60) days annually to a sick leave bank for professional employees. Days unused are not accumulative.

The following conditions will apply in the administration of the sick leave bank:

1. A professional employee must have used all of his/her accumulated Discretionary days before applying to the sick leave bank for additional days.
2. Sick leave days from the bank may be used for the illness, injury, or disability suffered by the professional employee or by members of his/her immediate family. The immediate family shall include the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandson, granddaughter, and in-laws of these classifications, uncle, aunt, nephew, niece, step-children, and other dependent persons.
3. Professional employees may request up to a maximum of twenty (20) days per year from the sick leave bank. Days will be granted on a first come-first ask basis.
4. Requests to use days from the sick leave bank must be made in writing and submitted to the Superintendent on or before the last day of the school year.
5. Requests shall include the reason for the request and the number of days requested.
6. The illness, injury or disability suffered by the employee or member's of the employee's immediate family must be of such nature that it prevents the employee from fulfilling teaching duties, after all discretionary leave has been depleted.

A committee will be appointed annually to administer the sick leave bank. The committee shall consist of one teacher from each building appointed by the Association, and two representatives appointed by the Board from the administration.

The committee will consider each request within ten (10) days of the receipt of the request.

Approval of a request must be by majority vote of the committee.

A physician's statement documenting the severity of the illness, injury or disability may be requested by the committee.

Decisions of the committee are final and are not subject to the grievance procedure.

Section D. Extended Leave - Health Reasons

Any teacher whose personal illness, physical incapability, or mental incapacity extends beyond accumulated discretionary leave may be granted a leave of absence, without pay or benefits. All discretionary leave must be used prior to an absence without pay being considered.

Except as otherwise provided by law, aid leave may be for a portion of, but will not extend past the end of the current contract year. Persons absent due to prolonged illness, physical incapability, or mental incapacity, may be required to submit periodically to the Superintendent's office a physician's statement setting forth the nature of the illness or incapacity and the projected date of return.

Any employee granted leave under the provisions of this policy shall retain all tenure rights and status, but in all other respects the employee shall not be entitled to any other contract or policy rights, benefits, or privileges, unless otherwise specifically permitted by the appropriate policy.

In the event of extended leave for health reasons, the employee will be granted a salary schedule increment only if the employee has worked at least 80% of his/her total contact days during the year the leave is granted (prior use of accumulated sick leave and other excused leaves shall not be counted in the 20% of contract days allowed for extended leave).

Section E. Professional Improvement (Conferences and/or Visitation)

At his/her discretion the Superintendent has the authority to grant employees Professional Improvement leave for the purpose of attending conferences and making visitations. Employees requesting said leave shall file an application therefore in writing with the Superintendent of Schools at least thirty (30) days prior to the first day of the leave being requested. The application shall be on a form prescribed by the Superintendent. Said request shall explain in detail the length of the leave, the purpose and the opinion of the person requesting said leave as to how it will benefit the school district.

The Superintendent shall also have the authority to grant leaves of not to exceed five (5) consecutive school days for any employee during any school year for the purpose of attending education conferences or school visitations.

Section F. Legal Leave

Legal leave shall mean and include time away from the job for the purpose of prosecuting or defending a legal action or in testifying in either a court of law or before an administrative body. For personal legal proceedings, all discretionary days shall be used first. When all discretionary leave days have been used, Legal leaves without pay may be granted by the Superintendent. No legal leaves shall be granted with pay unless authorized by the Board.

Provided, however, that an employee called to jury duty or subpoenaed as a witness by a court of law or administrative body shall be paid regular school wages if said employee endorses all jury duty pay or remuneration received over to the school district.

Section G. Policy to be Reviewed. This leave policy is a new policy and as such is a trial policy. Therefore, it will be an item that will be a term and condition for professional service that will be a subject of negotiation by the parties for the subsequent contract year.

ARTICLE VIII. GRIEVANCE PROCEDURE

A. Purpose

The purpose of this grievance procedure is to provide for the orderly and expedient adjustment of a grievance for the individual professional employees of the District.

B. Definitions

(1) A "grievance" is a complaint by a professional employee or group of professional employees based on an alleged violation, or misapplication by the school system of a law, a state regulation having the effect of law, a written contract, or a written board policy.

(2) "Professional employee" means any person employed by the Board in a position which requires a certificate issued by the State Department of Education or employed in a professional education capacity by the Board, except administrative employees.

(3) "Administrative employee" means any professional employee who is employed by the Board in an administrative capacity.

(4) "Grievance panel" shall be comprised of at least five (5) professional employees who shall be selected annually by the Association, and the names of the panel members shall be submitted to the Superintendent at the commencement of each school year.

GENERAL RULES:

(1) Since the resolving of a grievance should be expedited as much as possible, the time limits of each step of the procedure shall be regarded as maximum, and every effort should be made to use fewer than the maximum number of days. Time limits, however, may be extended by mutual agreement when circumstances justify doing so. If, however, no extension of time has been mutually agreed to and the maximum in any given step of the procedure has expired and no action has been taken by the administrative employee as provided by this procedure, then in that event, the professional employee filing the grievance may consider the decision to be adverse to his position and may proceed to the next step as provided in this grievance procedure. If the professional employee filing the grievance fails to proceed to the next step of the procedure, as provided therein within the maximum time allowed, the grievance shall be deemed to be abandoned and the procedure set forth to be waived.

(2) To be entitled to the benefits of the procedure hereinafter outlined the professional employee must submit the grievance as provided in Step 1 within ten (10) school days of the occurrence which has given rise to the grievance.

(3) All documents, communications, and reports dealing with the processing of grievances shall be filed by the school system separately from the personnel files of the professional employees. The Superintendent or his designated agent or representative shall cooperate with the grievance panel in the investigation of any grievance before it and shall make available to said panel such information as the Superintendent judges to be pertinent to the issues under investigation.

(4) Should the processing of any grievance require a teacher or his representative to be absent from his/her regular assignment, he/she shall be released without loss of pay or benefits.

(5) Grievances filed toward the close of the school year shall be expedited insofar as reasonably possible, with the intention of completing the processing before the close of the school year. If completion cannot be accomplished, the processing will be re-established at the beginning of the new school year.

(6) All issues and evidence upon which the professional employee intends to rely in connection with his/her grievance shall be presented to the grievance panel.

PROCEDURE:

Step 1: A professional employee having a grievance shall discuss it with his immediate supervisor or principal with the objective of resolving the matter informally.

Step 2 If the professional employee initiating the grievance is not satisfied with the decision at the conclusion of Step 1 and wishes to proceed further under this grievance procedure, the professional employee shall, within five (5) school days, present the grievance in writing to the grievance panel for its consideration.

All issues and evidence upon which the professional employee intends to rely in connection with the grievance shall be presented to the grievance panel in such written grievance. At the same time the written grievance is presented to the grievance panel, a copy thereof shall be delivered to the principal and Superintendent.

Within ten (10) school days following receipt of the written grievance from the professional employee, the grievance panel shall render a decision that (1) the grievance is a valid grievance, or (2) the grievance is not valid; provided however, that the panel may request additional information concerning the grievance and shall deliver to the employee, the principal and the Superintendent a copy of such request and a copy of any and all information resulting from such a request. Only such information provided within five (5) school days following the request shall be considered.

Within ten (10) school days following the date of the requested information, the panel shall render its decision.

If the grievance panel determines that the professional employee has a valid grievance, the chairman shall so notify the employee in writing, with a copy being sent to the principal and the Superintendent, and the aggrieved party may pursue his grievance by filing a written appeal of the decision at Step 1 with the principal and the Superintendent within five (5) school days after he/she has received notice of the decision of the grievance panel.

Should the grievance panel determine that the alleged grievance is not valid, the chairman should so notice the employee in writing, with a copy to the principal and the Superintendent, and this procedure is thereby terminated as to the particular grievance under consideration.

In the event no decision of the grievance panel is received within the time limits as set forth above, the grievance shall be deemed to be not valid, and this procedure shall thereby be terminated as to the particular grievance under consideration.

Step 3: If the matter is not resolved at Step 1 or Step 2, the grievant may state the grievance specifically in writing and present it to the supervisor or principal, and it will thereafter be considered as a formal grievance to be dealt with as hereinafter provided. Within (5) school days after the written grievance is presented to him/her, the supervisor or the principal shall render a decision thereon in writing and present it to the professional employee, with a copy being sent to the Superintendent.

If in the opinion of the supervisor or principal he/she feels he/she does not have the proper authority to render a decision on this matter, he/she shall state as much in his/her written response and thus let the grievance move to the next step of the grievance procedure.

Step 4: Within five (5) school days after receipt of the appeal filed by the professional employee at the conclusion of Step 3, the Superintendent or his/her duly authorized representative shall hold a closed hearing with the certified employee, and his/her representative, if any, and the chairman of the grievance panel. The Superintendent or his/her designated representative shall have the right to request the attendance at such hearing of any other persons he/she deems necessary to assure proper and expedient disposition of the grievance.

The Superintendent or his/her designated representative shall render a decision in writing to the professional employee and chairman of the grievance panel within five (5) school days after the conclusion of the hearing.

Step 5: Within ten (10) days after receiving the decision of the Superintendent an appeal from the decision may be made to the Board of Education. It shall be in writing and accompanied by a copy of the decision at level four.

At the next regularly scheduled Board meeting or no later than thirty (30) days after receiving the appeal, the Board shall hold a hearing on the grievance. All those persons listed at level four have a right to participate at this level.

Within ten (10) days after the hearing, the Board shall communicate its decision in writing to the employee.

ARTICLE IX. ASSOCIATION RIGHTS

Section A. Payroll Deduction for Association Dues

Upon written authorization by a teacher, the Board will withhold the amount designated from the teacher's monthly salary checks. Within a reasonable time thereafter, the Board will write a check for the total amount of dues deducted during the month and forward the check on to the State Headquarters as directed by the president of the local Association.

Section B. Association Leaves

At the beginning of every school year the Association shall be provided up to four (4) days of paid leave to be used by the teachers who are officers or agents of the Association. Such use to be at the discretion of the Association. The Association agrees to notify the Board no less than one week in advance of taking such leave.

ARTICLE X. NON-RENEWAL OF CONTRACTS

Section A. Reduction in Professional Staff Work Force

As a result of authority granted to the Board of Education by Kansas statutes the Board has the responsibility of determining the composition of the professional staff necessary to implement and maintain education programs of the District. If it becomes necessary to reduce the number of professional employees employed by the District, the decision to reduce professional staff will, in all cases, remain within the sole discretion and judgment of the Board. It is the policy of this District, to use normal attrition of staff, i.e., resignation, retirement, leaves of absence, as the first means of achieving a reduction in professional staff. In the event that further reduction of professional staff is necessary, it shall be accomplished in a fair and orderly manner as provided in this agreement.

1. Definitions

As used in this agreement, the following terms will have the following meanings:

- a. **PROFESSIONAL EMPLOYEE:** Shall mean any employee of the District who is regularly assigned, on a part-time or full-time basis, to the instructional staff of the District in a position which requires a certificate issued by the State Board of Education, but shall not include administrators or classified employees;
- b. **DAYS:** Shall mean calendar days;
- c. **TEMPORARY PROFESSIONAL EMPLOYEE:** Shall mean a professional employee who is employed for less than a full school year and is employed on a non-continuing contract;
- d. **PART-TIME PROFESSIONAL EMPLOYEE:** Shall mean a professional employee who is assigned less than a full school day;
- e. **PROBATIONARY PROFESSIONAL EMPLOYEE:** Shall mean a professional employee who has been employed with the District for less than three (3) full consecutive years;
- f. **PERMANENT STATUS PROFESSIONAL EMPLOYEE:** Shall mean a professional employee who has been employed by the District for three (3) or more full consecutive years;
- g. **SENIORITY:** Shall mean the period of the most recent, continuous, and uninterrupted employment with the District as determined from the effective date of employment; provided, however, an approved leave of absence shall not be construed as an interruption of continuing employment;

- h. CATEGORY OR CATEGORIES: Shall be consistent with the areas of certification established by the Kansas State Board of Education; and
- i. ADVANCED DEGREE AND ADDITIONAL HOURS: For the purposes of this ARTICLE, only degrees and credit hours earned at an accredited college or university will be accepted.

2. Procedure

- a. Step 1 - Whenever the Superintendent determines that a necessary reduction of professional staff will not be accomplished through normal attrition of staff, all professional employees of the District will be advised, in writing, of the reasons for the reduction of professional staff. The Superintendent, in conjunction with the building principal(s), shall review all relevant facts and circumstances and will recommend to the Board those professional employees whose contracts will be non-renewed.
- b. Step 2 - For purposes of considering a reduction of professional staff, all professional employees of the District will be assigned a category in which the employee teaches a majority of his/her time. The designated categories will be mailed to each teacher within the category and a copy of the complete categorization to the President of the Association. The teachers will be given thirty (30) days to contact the Superintendent's office if they feel the categories are incorrect. At the end of thirty (30) days if there has been no contact, then the categories shall be determinative.
- c. Step 3 - After determining which category or categories require a reduction of professional staff, the Superintendent will then consider professional employees for non-renewal in the following sequence using the factors listed in Section 2, item d.
- i. Temporary professional employees,
 - ii. Probationary part-time professional employees,
 - iii. Permanent status part-time professional employees,
 - iv. Probationary full-time professional employees, and
 - v. Permanent status full-time professional employees.
- d. Step 4 - In making those determinations included in (a), the Superintendent shall give consideration to all of the following factors not listed in priority order. Further, thirty (30) days prior to the time the Superintendent gives consideration to these factors, all teachers will be sent a letter requesting that the teacher contact the Superintendent's office and verify the records in the teacher's file which will be used by the Superintendent. At the end of thirty (30) days if there has been no contact, then the records on file will be determinative.
- i. Seniority,
 - ii. Teaching experience in a specific category or categories,
 - iii. Areas of certification,
 - iv. Advance degrees and additional credit hours as reflected by the professional employee's placement on the salary schedule,
 - v. Professional education performance as determined from all the professional employee's evaluations conducted during his tenure in the District.

Note: Extra duty assignments shall not be criterion used to determine which teacher will have his/her contract non-renewed.

After using the above mentioned factors, the Superintendent shall make his recommendations for reduction of professional staff.

a. Step 5 - Any permanent status part-time professional employee who is being considered for non-renewal will be afforded the opportunity to be considered for full-time employment with the District. If such permanent status part-time professional employee accepts the offer to be considered for full-time employment, then he/she will be placed in the category of permanent status full-time professional employee.

b. Step 6 -At the time recommendations are made to the Board for non-renewal of contracts of designated professional employees, the Superintendent will present data to the board in support of his/her recommendations. If a recommendation occurs, the Superintendent will provide the Board and employees, in writing, with the reasons for his/her recommendations.

Any action taken under this Article will not be subject to the grievance procedure.

3. Reemployment Opportunities

In the event a teacher has his/her contract non-renewed because of a reduction in force, he/she will be extended certain reemployment opportunities. These are as follows:

1. For a period of two years the teacher will be notified of any teaching vacancy that occurs in the District and for which the teacher is certified to teach.
2. It will be the responsibility of the teacher to notify the District of any address change during the two-year period.
3. The teacher will be given the opportunity for a personal interview with the building principal where the vacancy exists and with the Superintendent of Schools
4. The teacher will then be given consideration along with other applicants for the vacancy both from within and outside the District.

ARTICLE XI. RESIGNATIONS

Section A. Release From Teacher's Contract

The Board will accept the resignation of a teacher tendered after the fourteenth (14th) day following the third Friday upon receipt of:

2% of the base salary* for a resignation received after the fourteenth (14th) calendar day but prior to the thirty-fifth (35th) calendar day, following the third Friday in May.

3% of the base salary* for a resignation received on or after the thirty-fifth (35th) calendar day but before the fifty-sixth (56th) calendar day, following the third Friday in May.

5% of the base salary* for a resignation received on or after the fifty-sixth (56th) calendar day, following the third Friday in May.

The Board reserves the right to waive the requirement while still accepting the resignation.

*Base salary is the salary for the first column (BS) and for the first step (0) on the adopted salary schedule.

Section B. Reassignment and Waiver

1. If a teacher is reassigned to a new position within the District, by the Board or administration after May 15, and the teacher subsequently resigns, the penalty for the late resignation shall be waived.

ARTICLE XII. DURATION OF AGREEMENT

This agreement shall govern the rights, as provided in this Agreement of the Board of Education, Unified School District No. 218, Morton County, Kansas and the Elkhart Education Association during the effective period of twelve (12) months from July 1, 2023 through June 30, 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No part of this Agreement shall be continued in future agreements unless by mutual consent of the parties reduced to writing and signed.

All of the remaining issues are withdrawn by both parties.

ATTEST:

Dated this _____ day of _____, 2023 at Elkhart, Kansas.

Board Clerk

President, Board of Education
Unified School District No. 218
Morton County, Kansas

Dated this _____ day of _____, 2023 at Elkhart, Kansas.

Secretary
Elkhart Education Association

President,
Elkhart Education Association

Members of the Negotiation Teams

Elkhart Education Association

Corinna Carrillo, Spokesperson
Liz Watson
Kim Hoskinson
Kelsey Boekhaus

Board of Education

Ronnie Anderson, Board President
Chris Scott, Board Member
Kenny Parks, Board Member
Cherie Nicholson, Superintendent
Nathaniel C. Foreman, Spokesperson

