

2020-2021

USD 426 Negotiated Agreement

2020-2021
Negotiated Agreement

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NEGOTIATED AGREEMENT

Article I

Recognition

The Board of Education will agree to give recognition to the association (members of KNEA through our local association, PVEA) for all teachers in the bargaining unit and will bargain with the association over wages, hours, terms and conditions of employment.

Article II

Association Representative

An official delegate of the P.V.E. A. shall be granted the time off to represent his or her local association at the sectional or State Delegate Assembly. The building Principal shall be notified at least 5 school days prior to the action, unless sickness necessitates a change of delegates. A substitute shall be paid for by the board to allow one day.

An official delegate of the P.V.E.A. shall be granted time to attend the board meetings held during the school day providing the Association with the help of the building principal to cover classes in-house.

Article III

Section I

Payroll Deduction

The Board of Education will deduct the membership fees, tax sheltered annuities and health insurance payments from the checks of district employees who sign the proper form each year which will be provided by the district.

Section II

Health Insurance Carrier

The Board reserves the right to change Health Insurance carrier, or select the coverage, because of the current plan being canceled or the premium becomes so high that it is not affordable by the group members involved. (updated 6-8-20)

Article IV

Access to Information

All legal and reasonable material needed to develop intelligent and accurate programs or to process any grievance or complaint will be furnished to the association by the Board upon a request to the Superintendent within a reasonable time limit.

Article V

Lesson Plans

Individual lesson plans will be developed by the teachers as assistance in planning and available for a substitute. Teachers will be required to turn lesson plans into the building Principals. They may not be used for evaluation purposes.

Article VI

Section I

Paid Leave

The Board will grant twelve days of leave to a staff member at the beginning of each school term. Of the twelve days, three could be used for discretionary/personal leave, and the remainder would be toward the staff member's ongoing sick leave total. The three days per year of discretionary/personal leave may be used at the discretion of the teacher to conduct personal business which cannot be reasonably conducted during the hours when school is not in session or for professional improvement for any educational purposes.

Teachers may gain one additional day of personal leave by forfeiting two sick leave days. A teacher must be tenured in USD 426 to use this provision.

Teachers shall properly file a form of notification in advance of temporary leave for personal business. Teachers shall neither take temporary leaves for personal business on the days immediately before or after Board-adopted non-working days nor during the first and last weeks of the school year except in cases of emergency when authorized by the Principal.

Article VII

Sick Leave

The Board will provide each teacher with twelve days of leave per school term. Three of which may be used as discretionary/personal leave and the remaining nine as sick leave with 75 days accumulative.

One flexible day may be utilized for purposes such as non-family funeral if regular personal leave days have been fully utilized. Teachers are to be reimbursed at the rate of \$30.00 per day for any unused sick leave accumulated over the maximum of 75 days. The maximum reimbursement is \$250.00 per teacher per year.

The Board will pay the educator who retires with 70 or more days accumulated in unused sick leave of \$50.00 per day payable upon retirement.

Article VIII

Sick Leave Bank

Section I

At the beginning of the 2005-2006 school term and each school term thereafter, the board shall accept donations of days into a district wide sick leave bank. Each certified staff member will be allowed to donate one day each school term to the sick leave bank. The maximum number of days allowed in the sick leave bank will be 60 days.

Section II

Staff wishing to donate one day of their sick leave to the bank shall do so by filing a form with the Clerk of the Board by the end of August each school term. The Clerk of the Board will maintain proper records of such donations.

Section III

Only those employees that donate into the sick leave bank will be eligible to withdraw from the bank. Requests to withdraw from the sick leave bank shall be made to the building principal. The building principal will then take the request to the sick leave committee. The sick leave committee for the Junior High/Elementary will consist of the Elementary /JH Principal, High School Principal, and one high school teacher in the association. The High School committee will consist of the High School Principal, Elementary/JH Principal, and one teacher from the Elementary/JH in the association. Each application of withdrawal from the sick leave bank shall be for no more than five days at a time. The maximum number of days to be granted to an individual employee is ten days per school term.

Section IV

Following every two-year cycle the sick leave bank could feasibly be at the maximum of 60 days. If that is the case, one day of sick leave shall be granted back to those employees who donated to the sick leave bank, therefore allowing new staff an opportunity to donate a sick day to the bank at the beginning of the next school term.

Article IX

School Day

The Teacher may use his/her preparation time in the building as he/she sees fit. Teachers will not be required to substitute on their only free preparation period. If at all possible, a substitute teacher will be hired. A lunchroom monitor is to be assigned at the Elementary/Jr. High to insure that each teacher has a duty free lunch period.

Teachers who sub during their plan period will be paid \$12 per period. Point of clarification- If a teacher has a period where they are not assigned students, in addition to a designated planning period, the teacher will not be paid for subbing during their plan because they had another unassigned period on that school day. (6/13/2016)

Article X

Student Discipline

When, in the judgment of a teacher, a pupil is seriously disrupting the instructional program to the detriment of other pupils, the teacher may remove the pupil from their class. The teacher will instruct the pupil to report immediately to the appropriate supervisor or administrator. Following the decision to remove the pupil the teacher will advise the Principal of the action immediately and will furnish full particulars which led to the decision. Appropriate written records of such removals shall be maintained by the Principal and teacher and shall be available to the parties upon request.

Article XI

Section I

Grade Marking Period

The grade marking period shall be nine (9) week sessions with down-slips sent to the parents after four weeks and any time thereafter.

Section II

Grading Day

The Board will grant 1/3 day for professional staff at the end of Quarter 1, 2, 3, and 4 as a record day to adequately grade their students.

Section III

Grading State Assessments: In the event that classroom teachers have the assignment of grading State Assessment Tests, they shall have the option of having a substitute teacher replace the regularly assigned teacher in the classroom for the time required to grade such tests. The teacher and the Building Principal are to cooperatively determine the time required. The substitute teacher is to be assigned by the building principal.

Article XII

In-Service Days

Recognizing the importance of continued up grading the Board will set aside two days for the purpose of in-service.

Article XIII

Changes in Assignment

A teacher's assignment may be changed by the administration or the Board of Education. Prior to the change, the administrator will consult with the teacher regarding the teacher's wishes. The teacher shall have the right to consult with the Board. At the high school level, teachers will normally be scheduled for a preparation period and teaching assignments or other educational duties as established by the principal.

Article XIV

Evaluations

Evaluations should follow the procedures set out in the Evaluating Professional Performance Handbook.

Article XV

Section I Grievance Procedure

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may result from interpretation of the negotiated agreement. Both parties agree that these proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definition

1. Grievance shall mean a complaint by a teacher or group of teachers based on an alleged violation of their right to fair treatment, misinterpretation or misapplication by the district of a negotiated contract or agreement, a board policy, administrative regulation or practice affecting conditions of employment.
2. Grievant shall mean an employee of the Pike Valley U.S.D. 426, Republic County, Kansas having a grievance.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the time limitations specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limitations specified may, however, be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in the Grievance Procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Level 1. A grievant shall first take up his grievance with his immediate administrative superior in private informal conference(s). In the event the aggrieved person is unsatisfied, within (5) days the grievant shall notify his immediate administrative superior of his decision to proceed to Level 2. Every effort shall be made to adjust the grievance in an informal manner. Before proceeding to Level 2, the Principal must be made aware that the teacher is going to file a grievance with the Superintendent.

Level 2. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level 1, an informal conference will be held between teacher and Superintendent.

Level 3. If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon with (10) school days, then the grievant may appeal the grievance to the Board of Education in writing for the purpose of final judgment. The Board of Education shall, within (10) school days after receipt of the request, meet and confer with the grievant and render a decision.

D. Supplemental Conditions

1. Upon the final determination of the grievance, the documents, communications and records, excepting a record of the grievance of the final adjustment thereof, and excepting records required by law to be kept and maintained, shall be destroyed.
2. At each step of the procedure the grievant may be accompanied by a representative of his choice excluding legal representation.
3. All grievance hearings shall be confidential.
4. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
5. If, in the judgment of the grievance committee, a grievance affects a group or class of teachers, the grievance committee may initiate and submit such grievance to the Superintendent and commence processing the grievance at Level 2.
6. No instructor shall be subject to reprisal or discrimination by reason of his participation in the Grievance Procedure.

Article XVI

Section I

Contract Year

The normal contract year shall not exceed 183 days. Contract days may be used for such activities as instruction, curriculum study, orientation, in-service, parent conferences, teacher preparation and check-out as determined and scheduled by the Board. The Board retains the right to modify or change the use of contract days to meet the needs of the district.

Section II

Duty Day

The normal duty day shall be seven hours and thirty-five minutes including lunch period, from 7:55 a.m. to 3:30 p.m. Additional time for faculty meeting, school improvement, staffings, IEP's and other professional duties relating to student achievement and/or school improvement may be assigned at the discretion of the building principal. The Board shall have the right to determine the number of teaching periods and the length of each period within the normal duty day. Any changes will be discussed with the teachers prior to implementation of the change.

Teachers who sub during their plan period will be paid \$12 per period. Point of clarification- If a teacher has a period where they are not assigned students, in addition to a designated planning period, the teacher will not be paid for subbing during their plan because they had another unassigned period on that school day. (6/13/2016)

Salary movement to a different column shall be based on college hours as shown by the transcript on file in the Superintendent's office. Additional hours must be earned after the granting of the last degree and must be in the teacher's Major or Minor field or approved in advance by the Superintendent. A new contract will be issued and credits given for additional college hours if the new transcript is filed in the Superintendent's office on or before September 1 of the contract year.

Section III

In-service Points

In-service points may be counted as college hours for salary movement at a rate of 20 hours of approved in-service equal to one college hour. The in-service points may be used for column movement using the following guidelines:

- ^ Bachelor Degree
One-half of the hours may be in-service points
- ^ Masters Degree or above
All may be in-service education points

The maximum number of in-service points that can be used for salary advancement is one hundred (100) points each year. All in-service points must be earned after the granting of the teacher's last degree.

Section IV

Paying Above Schedule

The Board of Education may at its discretion pay salaries above the schedule to staff members who: 1) perform duties above and beyond the normal teacher load; or 2) hold positions, that supply and demand requires higher salaries, to promote the general welfare of the school system. Initial placement on the salary schedule shall be based on the Superintendent's evaluation of the prior experience and education of the new teacher. Placement on the salary schedule may allow more or less than actual experience and/or education. The determination will be made at the time of the offer of employment.

Article XVII

Section I

Defined Benefits

The board will pay in addition to salary, a fringe benefit for full-time certified teachers in the amount of up to \$500 per month toward the single-group health insurance benefit per month. At age 65, the teacher will move to Medicare Health Insurance supported by the district reimbursing up to \$500 per month toward the amount of the premium per month while the teacher remains in the teaching assignment. (6/13/2016) (updated 6-8-20)

The benefit amount shall be applied to the group health benefits and carrier as selected by the board. The fringe benefit amount shall be applied to the purchase of the board's group health plan and may not be taken as cash or any other benefit. Upon termination or nonrenewal of the teacher's contract of employment for any reason, all board payments of fringe benefits shall terminate on the date employment with the district ceases.

Any insurance refunds shall first be used to reduce the cost of future insurance premiums. If, for any reason, the district receives a cash refund for group health insurance, the amount of refund shall be distributed to the participating employees (including employees not subject to this agreement) and the Board in proportion to the contribution of each. Any payroll deduction or salary reduction amount shall be considered employee contributions. Any amount paid as a denied benefit shall be Board contribution. The employees entitled to a distribution shall be those employees participating in the district plan in the year the refund is actually received by the district.

Section II

Salary Reduction

The board shall establish a salary reduction fringe benefit plan to comply with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each teacher to execute a salary reduction agreement within (10) ten days of the beginning of the contractual obligations to cover all premiums for the employees selected benefits. Once the annual allocation for each selected benefit is

made, the only change which will be allowed is as a result of a change in family status as provided by federal statute or regulations

Each teacher executing a salary reduction agreement for elected benefits may allocate an annual sum not to exceed the cost of the benefits selected to be used for the purchase of:

1. Health/Medical Insurance
2. Salary Protection Insurance
3. Group Term Life Insurance (\$50,000.00 maximum)
4. Cancer Insurance
5. Medical Reimbursement
6. Dependent Care Reimbursement

Any unexpended money committed by the election of the teacher for any of the salary reduction benefits that may remain at the end of the plan year shall revert to the Board of Education.

Article XIX

Reduction in Force

If the board decides that the size of the teaching staff must be reduced, guidelines in the following rule or the negotiated agreement shall be followed. The number of teaching positions to be reduced shall be in accordance with 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 in determining which teachers will be non-renewed due to reduction in force.

The following will be utilized by the district's administrative staff to reduce the teaching staff:

- ^When possible, reduction of staff shall be accomplished by attrition due to resignations and retirement.
- ^Tenured teachers shall be retained over non-tenured teachers.
- ^Certifications, qualifications and experience in the positions should be considered.
- ^Longer length of continuous service in the district is given preference
- ^Teaching performance as indicated by the written evaluations.

Recall

If a teacher's contract is non-renewed because of elimination of position, that teacher's name will be considered for a period of one (1) year. If a teaching position becomes available in the one year period, for which they are certified and qualified, then the released teacher will be notified in writing of the teaching opening. If rehired within the two-year period, a teacher will receive credit for unused sick leave accrued prior to the teacher's non-renewal. For determining salary upon rehire, and subject to approval of the Board, the teacher shall be placed on the salary scale of the negotiated agreement applicable at the time of RIF.

Article XX

Retirement Benefit

A retirement benefit will be given to teachers who qualify using the following criteria.

- 1) The teacher must be on our school insurance for at least the past seven consecutive years.
- 2) If they have 25 years of service at Pike Valley, they will receive 1 year of what the board pays toward insurance. If the teacher is age 65, then the district would reimburse the individual for the 1 year for their Medicare Premium per month. (updated 6-8-20)

- 3) If they have 35 years of service at Pike Valley, they will receive 2 years of what the board pays toward insurance. If the teacher is age 65, then the district would reimburse the individual for the 2 years for their Medicare Premium per month. (updated 6-8-20)

Article XXI

TEACHER ASSISTANCE PLAN

The Teacher Assistance Plan is our process to respond to performance concerns of teachers. Skill issues would likely start out at Level 1. Higher level incidents and events would / may start at Levels 2 or 3. The goal is to provide clarity and support that will result in a successful conclusion, ideally that conclusion is improved practice that supports the teacher and their students.

Procedures and Documentation

The process for requesting support through this plan is outlined below. While the plan lists several options and possible participants, it should be noted that it represents suggested guidelines only and therefore it may not be necessary in all cases to progress through each level. Depending on the circumstances, the District retains the flexibility and discretion to administer appropriate corrective action, up to and including termination.

LEVEL 1 – SUPPORT Naming Concerns, Intentional Conversation, Heads-up, Lightly Documented

Administrator Role:

1. Define the issue(s)
2. Determine what improvement / progress will look like
3. Layout plan on how improvement / progress will be assessed
4. Identify resource(s) for improvement / progress
5. Set timeline for improvement / progress

Teacher Role:

1. Participate in the discussion (asking questions, assist in development of plan)
2. Avail themselves of resources offered

Documentation:

1. Name the issue(s)
2. Describe what improvement / progress will look like
3. Describe how improvement / progress will be assessed / measured
4. Suggest resource(s) for improvement / progress
5. Set timeline for improvement / progress
6. Check off given the resource sheet for assistance plan

LEVEL 2 – REMEDIATION Clearly defining expectations and providing intensive support and feedback. This is a more intensive level of support and involves more individuals in the development and implementation of the corrective plan.

Administrator and District Level Role:

1. Define the issue(s)
2. Additional participation by teacher mentor
3. Determine what improvement / progress will look like
4. Layout plan on how improvement / progress will be assessed

5. Identify resource(s) for improvement / progress
6. Set timeline for improvement / progress

Teacher Role:

1. Participate in the discussion (asking questions, assist in development of plan)
2. Avail themselves of resources offered

Documentation:

1. Name the issue(s)
2. Describe what improvement / progress will look like
3. Describe how improvement / progress will be assessed / measured
4. Suggest resource(s) for improvement / progress
5. Set timeline for improvement / progress
6. Check off given the resource sheet for assistance plan

LEVEL 3 – FINAL RESOLUTION(S) Finalizing decisions- Performance Improvement, or Termination. Regular meetings are held to discuss progress and future directions. Board involvement is key during this level.

Board and Administrator Level Role:

1. Define the issue(s)
2. High level involvement and top level interventions
3. Determine what improvement / progress will look like
4. Layout plan on how improvement / progress will be assessed
5. Identify resource(s) for improvement / progress
6. Set timeline for improvement / progress

Teacher Role:

1. Participate in the discussion (asking questions, assist in development of plan)
2. Avail themselves of resources offered Resolution(s)

Resolution: At the end of the process could include termination, leave, reassignment, exiting the Teacher Assistance Plan or moving to a lower level.

2020-2021

Steps	BS	BS + 10	BS + 20	BS + 30	MS	MS + 15	MS + 30
0	34800	35355	35910	36465	37020	37575	38130
1	35165	35720	36275	36830	37385	37940	38495
2	35530	36085	36640	37195	37750	38305	38860
3	35895	36450	37005	37560	38115	38670	39225
4	36260	36815	37370	37925	38480	39035	39590
5	36625	37180	37735	38290	38845	39400	39955
6	36990	37545	38100	38655	39210	39765	40320
7	37355	37910	38465	39020	39575	40130	40685
8	37720	38275	38830	39385	39940	40495	41050
9	38085	38640	39195	39750	40305	40860	41415
10		39005	39560	40115	40670	41225	41780
11		39370	39925	40480	41035	41590	42145
12		39735	40290	40845	41400	41955	42510
13		40100	40655	41210	41765	42320	42875
14		40465	41020	41575	42130	42685	43240
15		40830	41385	41940	42495	43050	43605
16		41195	41750	42305	42860	43415	43970
17		41560	42115	42670	43225	43780	44335
18		41925	42480	43035	43590	44145	44700
19		42290	42845	43400	43955	44510	45065
20		42655	43210	43765	44320	44875	45430
21		43020	43575	44130	44685	45240	45795
22		43385	43940	44495	45050	45605	46160
23			44305	44860	45415	45970	46525
24				45225	45780	46335	46890
25						46700	47255

Supplemental Duty		% of Base	Amount
			\$34,800 = base salary
	<i>Pike Valley Junior High School</i>		
+	Jr. High Football	6%	\$2,088.00
+	Jr. High Asst. Football	3.50%	\$1,218.00
+	Jr. High Volleyball	6%	\$2,088.00
+	Jr. High Asst. Volleyball	3.50%	\$1,218.00
+	Jr. High Boys Basketball	6%	\$2,088.00
+	Jr. High Asst. Boys Basketball	3.50%	\$1,218.00
+	Jr. High Girls Basketball	6%	\$2,088.00
+	Jr. High Asst. Girls Basketball	3.50%	\$1,218.00
+	Jr. High Asst. Track Coach	3.50%	\$1,218.00
+	Jr. High Head Track Coach	6%	\$2,088.00
	Jr. High Asst. Track Coach	3.50%	\$1,218.00
	Jr. High Pep Club		
	Jr. High Cheer Sponsor	3%	\$1,044.00
	Jr. High Concessions	2%	\$696.00
	Jr. High Music Instrumental/Vocal		\$500.00
	Jr. High Scholars' Bowl	1.50%	\$522.00
	Jr. High Scholars' Bowl	1.50%	\$522.00
	Spelling Contest Sponsor	1%	\$348.00
	Eighth grade sponsor	1%	\$348.00
	<i>Pike Valley High School</i>		
	Lead teacher for PVHS		\$1,300.00
	Title Programs Coordinator		\$1,500.00
	Athletic Director		\$4,000.00
+	Head PV High Football	8%	\$2,784.00
+	Asst. PV High Football	5%	\$1,740.00
+	Asst. PV High Football	5%	\$1,740.00
+	Head PV High Volleyball	8%	\$2,784.00
+	Asst. PV High Volleyball	5%	\$1,740.00
+	PV High Cross Country	8%	\$2,784.00
+	Head PV High Boys Basketball	8%	\$2,784.00
+	Asst. PV High Boys Basketball	5%	\$1,740.00
+	Head PV High Girls Basketball	8%	\$2,784.00
+	Asst. PV High Girls Basketball	5%	\$1,740.00
+	Head PV High Track Coach	8%	\$2,784.00
+	Asst. PV High Track Coach	5%	\$1,740.00
+	Asst. PV High Track Coach	5%	\$1,740.00
+	Golf Coach	5%	\$1,740.00
+	PV High Cheer Sponsor	7%	\$2,436.00
+	PV High Music Instrumental/Vocal	8%	\$2,784.00
	PV High Concessions	4%	\$1,392.00

	PV High Scholars' Bowl	2%	\$696.00
	Student Council Sponsor	1.75%	\$609.00
**	All School Play		\$1,000.00
	FBLA Sponsor	3%	\$1,044.00
	Robotics Sponsor	1.50%	\$522.00
	Robotics Sponsor	1.50%	\$522.00
	FFA Sponsor	2%	\$696.00
	Kayettes Sponsor	1%	\$348.00
	Forensics Director	3%	\$1,044.00
	National Honor Society Sponsor	1.25%	\$435.00
	Freshman Sponsor	0.50%	\$174.00
	Sophomore Sponsor	0.50%	\$174.00
	Junior Sponsor	2%	\$696.00
	Junior Sponsor	2%	\$696.00
	Senior Sponsor	1.25%	\$435.00
	† Athletic coaches shall receive a bonus of \$100 per year for experience in that activity, up to a maximum of ten years.		
	* Game duty includes all Jr. High and High School game assignments and Hall Monitor at High School games not already covered.		
	** If the play is a musical, the supplemental amount will be a total of \$1000.00 to be divided between the play and music director.		

Certificate of Ratification

This agreement was ratified by the majority of members of the Board of Education of USD 426 and by the majority of the negotiating unit on the dates indicated. This Agreement becomes effective for the 2020-2021 school term.

Signature of the PVEA Negotiations Committee:

Crystal Lieb

[Signature]

Date Ratified: 5-18-2020

Elizabeth Martin

[Signature]

Date Ratified: 05-18-2020

Board of Education President

Ashley Brown

Date Ratified: 5-18-20

Attest: Clerk, Board of Education