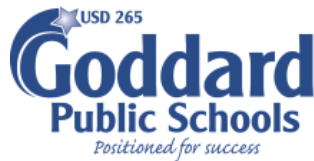


2019-20

Negotiated Agreement



2019-20

Negotiated Agreement
Between USD 265 Board of Education
And
Goddard Education Association

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ARTICLE 1: DEFINITIONS

Section A: General Definitions

1. The School District: Unified School District 265, Sedgwick County, Kansas.
2. The Board: The Board of Education of Unified School District 265, Sedgwick County, Kansas.
3. Superintendent: The Superintendent of Schools of Unified School District 265, Sedgwick County, Kansas.
4. The Association: The Goddard Education Association, affiliated with the Kansas-National Education Association and the National Education Association.
5. Teacher: All personnel employed by the district as a condition of employment are covered under (72-2252 et) seq. qualified by KSA 72-2260.
6. Grievance: Any alleged violation or misapplication of any provisions contained in this agreement or of any board policy contained in the current Board Policy Manual which covers or directs itself to working conditions per item "L" 72-2218.
7. Aggrieved Person or Grievant: The person or persons as individuals or the Association on behalf of teachers asserting a grievance.
8. Bargaining Unit: All teachers whether members of Goddard Education Association or not who are covered under the terms negotiated hereunder, pursuant to KSA 72-2218 et seq., qualified by KSA 72-2260.
9. Extra Duty Work Assignments: Time required to work activities sponsored by the district that require time beyond the professional day. Times for open house and conferences with parents are not counted as an extra duty work assignment, and are treated as part of the teaching assignment.

ARTICLE 2: GENERAL

Section A: Term of Agreement

1. This agreement which contains all items negotiated between the District and the Association shall be included by reference in the contracts of all licensed teachers employed by the District and shall be in effect from August 1, 2019 through July 31, 2020. The Board is limited in monetary obligations to a maximum of one year by Kansas state law. The term of agreement shall be for one year. Any item may be subject to negotiation after ratification date by mutual consent.
2. In cases where a teacher chooses to continue teaching under his/her old contract, he/she would be covered by the current negotiated agreement between the Association and the Board with the exception of base salary that is stated in his/her active contract. Should the Board and Association fail to negotiate a new agreement in any given year, the agreement negotiated for the previous year only will continue in effect. This agreement supersedes and therefore voids all items contained in previous agreements between the District and the Association unless such items are contained in this agreement.

Section B: Rights and Responsibilities of the Board

1. All rights that ordinarily are vested in the Board, except those relinquished by the Board in this agreement shall continue to be vested in and exercised by the Board in order to fulfill its responsibilities to the district.

2. Any portion of this negotiated agreement that is contrary to the law or any action pursuant thereof which is contrary to law shall be null and void, but the remainder of the contract shall remain in full force and effect. Illegal portions may be renegotiated by mutual agreement of both parties.

Section C: Bargaining Unit

1. All teaching positions and bargaining unit work will be done by bargaining unit personnel where bargaining unit personnel are licensed and available.
2. This agreement will be printed in the Negotiate Agreement and distributed to each teacher prior to the beginning of school.
3. The Board and the Association agree that the same information utilized in any discussion of moneyed items will be available to both parties.
4. To reduce confusion, both sides will include Social Security, Unemployment and Worker's Compensation in figuring total package costs and percentages of all proposals during future negotiations. Both sides will also figure increases before Social Security, Unemployment and Worker's Compensation.

ARTICLE 3: PROFESSIONAL DAY

Section A: Elements of the Day

1. Teachers shall be present during those hours when they have an assigned responsibility while school is or normally would have been in session, including any planning time.
2. Lunch Period. All teachers will have a duty-free lunch period of 25 minutes. Teachers may leave the building during this scheduled duty-free lunch period by giving proper notification.
3. Teachers shall be present in and around the building 36 minutes in excess of the student day (the traditional student's day is 6 hours and 46 minutes). With the approval of the appropriate administrator, the teacher may allocate this time before or after the student day as they wish. This time shall be used for the purpose of preparation, conferences, and supervision of students. If a faculty meeting and/or staffing is held outside of the defined professional day, the teacher shall be allowed to leave at the end of the student day (or, for teachers on bus duty, when busses leave the school premises) on the day of the occurrence for morning meetings or on the following day for afternoon meetings.
4. The normal professional day will consist of 7 hours and 52 minutes including the 25 minute duty-free lunch period. In the event that makeup days are needed due to school closings for weather or other reasons, the superintendent may extend the professional day to an 8 hour day provided that the extension is not an increase in the total hours of work required under the teacher's annual contract. Daily class periods will be at the discretion of the administration with input from building advisory committees.
5. Planning Period. The board agrees to provide each teacher with an average of not less than 200 minutes per week of planning time that is free from supervision of students. Planning time will be scheduled within the student day. All teachers on extended day may waive this right. Permission must be obtained from the building principal to leave the building during planning periods.

Section B: Conferences

1. Teachers will make every effort to meet with concerned parents at a time convenient to parents and teachers. Teachers will schedule their own conferences beyond those regularly scheduled as a part of the professional day.

ARTICLE 4: COMPENSATION

Section A: Teacher Contracts

1. Licensed teachers who have been accepted for employment in USD 265 shall enter into one contract to cover teaching duties. A separate contract for extra duty assignments shall be issued when applicable for duties they have been employed to perform.
2. It is expressly understood by the Association and the Board that extra duty assignments set forth in the teacher's contract will continue from year to year unless the teacher requests release from any or all such assignments in writing on or before the 14th calendar day following the third Friday in May of any year. The Board shall reserve the right to remove any assignment under the paragraph for the next year, with or without cause, by giving notice to the teacher on or before the third Friday in May of any year.
3. Contracts other than for teachers employed for the first time in the District will be for 1349 hours per year. These hours will normally be scheduled during 181 days which includes 170 days of teaching, six professional days and five days of teacher work and orientation. First year teachers will be scheduled for an additional 15 hours, normally scheduled over two additional days for the purpose of new teacher orientation.
4. The scheduling of these contract hours and days will be determined by the Board of Education and Administration so long as the total hours contracted for in a contract year are not exceeded. The administration shall not schedule more than 190 total days in a contract year and shall not schedule more than 8 contract hours per day. The eleven professional days and orientation/work days shall be distributed and used as follows:
 - a. Five Orientation/Work days
 - i. Two days will be scheduled prior to school opening. The administration will make an effort to provide one day of department and classroom preparation for each teacher.
 - ii. Two days will be scheduled during the year.
 - iii. One day will be scheduled to close out the school year and will be reserved for teacher work and checkout.
 - b. Six Professional days
 - i. The goals and objectives for the professional days will be mutually agreed upon by the Board of Education, Administration, and the Professional Development Council.
 - ii. The days shall be used for professional development including but not limited to technology training, curriculum mapping, curriculum development, textbook selection, school improvement training, accreditation, researching instructional strategies, faculty meetings (special issues only), SIT teams, grading assessments, assessment training, assessment development, department meetings, and like uses.

In the event that makeup days are needed due to school closings for weather or other reasons, the superintendent may schedule student instruction time during any of these days.

Section B: Salary Schedule

1. The salary schedule which is contained in Appendix A shall contain ten columns which shall be B.S., B.S. plus 10, B.S. plus 20, M.S., M.S. plus 10, M.S. plus 20, M.S. plus 30, M.S. plus 40, M.S. plus 50, M.S. plus 60.
2. Vertical steps. Column 1 shall contain five vertical steps; Column 2 shall contain seven vertical steps, Column 3 shall contain nine vertical steps, Column 4 shall contain eleven, Column 5 shall contain thirteen, Column 6 shall contain fifteen, Columns 7, 8, and 9 shall contain twenty-two and Column 10 shall contain twenty-nine. The steps shall be numbered with the first step being Step 1-3. Step 2 shall be labeled Step 4, and the remaining subsequent steps shall be numbered accordingly.

3. The salary included in a teacher's contract will be based on the teacher's experience and college preparation at the time of the contract being executed. At the superintendent's discretion, whenever the superintendent determines that a vocational teaching position with certain certification is needed and difficult to fill, the superintendent may grant credit on the salary schedule for up to seven (7) years of relevant industry experience instead of teaching experience.
4. Except as noted, Teachers may advance on the salary schedule only one step vertically each year, but there is no limit to movement on the horizontal scale. Teachers qualified to advance horizontally must notify the Superintendent in writing prior to April 1 preceding any contract year. Official transcripts certifying the completing of appropriate college courses must be submitted to the Superintendent prior to September 1 of the contract year in which the horizontal advancement has been requested. Appropriate college courses for movement shall be defined as:
 - 1) any graduate hours, if related to pedagogy (theories, skills or practices) or an educational content area, or
 - 2) post-degree undergraduate hours, completed after July 1, 2002, if needed to obtain a new endorsement, or
 - 3) post-degree undergraduate hours, completed after July 1, 2002, for district approved courses that enhance instruction or the instructor.

All hours must be from an accredited institution. Only hours completed after awarding of a masters degree shall count toward horizontal movement after a masters.

In the 2019-20 year only, teachers who taught in the district in the 2010-11 year and have remained continuously employed in the district shall move two steps.

Teachers new to the district with three years or less experience will be placed on Step 1-3 during his or her first year of service with the district. These teachers will move to Step 4 the following year.

5. For the period of August 1, 2019 through July 31, 2020 a teacher's compensation shall be based on the salary schedule which includes a base salary of \$43,000.00 and is contained in Appendix A.
6. Compensation for supplemental duty involved with the student activities program shall be made according to the Supplemental Salary Schedule including experience table that is included in Appendix B.
7. If a teacher's contract is extended in writing beyond the number of yearly contract hours, compensation will be paid equal to the number of hours extended beyond the number of yearly contract hours at that teacher's hourly salary. Hourly salary will be defined as that teacher's contracted teaching salary divided by the number of negotiated hours in the regular contract. The Board and the Association agree that the Board, in its discretion, may annually determine the need or lack of need for the extended contract hours.
8. If it is necessary for a teacher to teach during a planning period for an extended period under a supplemental duty contract, that teacher will be compensated at his or her hourly salary.
9. Payday will be the 20th day of each month. If the 20th falls on a Saturday, Sunday, or a bank holiday, then payday will be on the last non-bank holiday weekday preceding the 20th.
10. Teachers working less than a full day will receive a full day's pay when required to work a full day.

Section C: Salary Reduction--Section 125

1. The school district shall establish a program in conformity with Section 125 of the Internal Revenue Code of 1986 as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service for salary reduction. Any employee may reduce his/her salary by an amount up to the statutory limit on nontaxable benefits as set forth in the program.

The employee shall make any salary reduction request within ten days after commencing work in USD 265. That reduction shall remain in force throughout the twelve ensuing months or through the August pay period or upon termination of employment with the district, whichever occurs first.

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

Health Insurance	Dental Insurance
Unreimbursed Medical Expenses	Term Life Insurance
Salary Protection Insurance	Cancer Insurance
Dependent Care Payments	Vision Insurance

2. If none of these options are chosen, the employee shall receive his/her total salary in cash.
3. A plan participant will be allowed to change health insurance status if the change is due to a change in family status (e.g., marriage, divorce, death of spouse or child, or birth or adoption of child).
4. The district will continue to provide the service of withholding and transfer of funds designated for the purchase of annuities per contract with that teacher and the agent of the company authorized to do business with the district, i.e., those who have ten or more contracts.
5. A comprehensive general liability policy with a minimum of \$500,000.00 single liability limit will be purchased for all licensed teachers in the District for the term of this agreement.
6. Each teacher who enrolls in the district health insurance plan shall receive the lesser of (1) the additional sum of \$360.00 per month (\$4,320.00 per year) or (2) the cost of the least expensive single health insurance plan (including Rx) offered by the district.

Section D: Extra Duty Night Assignments

1. All extra duty assignments will be staffed on a voluntary basis at a rate of \$10.00 per hour for Middle School and High School athletic events and other extra-curricular events designated by the administration. Consideration will first be given to dates and times requested by volunteers whenever possible.
2. Should there be a shortage of volunteers to fill the work assignments; the Athletic Directors shall make assignments on a random basis at the following rate: \$10.00 per hour with a maximum of \$52.50 per day or event.
3. Note: The Goddard Lions and Booster Club organizations will be contacted for volunteers. These organizations will be paid at the volunteer rate for time donated and worked by their members.

Section E: Summer Duty

1. The Board of Education is willing to offer for summer school instruction an amount equal to the base hourly rate. The base hourly rate will be defined as the base divided by the number of negotiated hours in the regular contract. Salary Schedule base will be that base in existence for that year in which the majority of the summer school days fall.

Section F: Lack of Funds

1. In the event funds available to the Board are insufficient to meet the Salary Schedule as herein provided, the salary for each teacher shall be lowered on a step basis. This provision is in keeping with KSA 72-2216.

Section G: Long Term Employee Severance Benefit

A teacher who terminates employment after 25 years of certified or licensed service within the Goddard district shall receive the Long Term Employee Severance Benefit. The benefit shall be equal to \$50 for each unused accumulated sick leave day. The benefit shall be paid in a lump sum in the teacher's last paycheck.

In any provision of this benefit is determined to be in violation of federal or state law or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board of Education.

Section H: Tuition and Other Education Payments

1. The professional staff will be paid up to \$1,000.00 annually for tuition toward graduate hours earned by staff for the express purpose of attaining a graduate degree or degrees through an accredited institution. Ordinary hours for recertification will not count. The procedure for claiming this payment shall be set out in the licensed handbook.
2. At the superintendent's discretion, whenever the superintendent determines that a teaching position with certain certification is needed and difficult to fill, the superintendent may seek *currently employed* staff that are willing and able to gain the required certification and reimburse them for the costs to obtain the needed certification. Reimbursable costs shall include tuition, books and travel expenses in a sum not to exceed \$5,000.00.
3. At the superintendent's discretion, whenever the superintendent determines that a teaching position with certain certification is needed and difficult to fill, the superintendent may hire a teacher *new* to the district and able to gain the required certification and reimburse them for the costs to obtain the needed certification. Reimbursable cost shall include tuition, books and travel expenses in a sum not to exceed \$5,000.00.
4. As a condition of receiving the stipends in paragraphs 2 or 3 above, a recipient must agree to stay employed in the Goddard district for a period of at least three calendar years from the date of the reimbursement. In the event that a recipient voluntarily leaves the district within the three year period, the recipient will be obligated to repay the stipend to the district on a prorated basis. If the recipient voluntarily leaves the district within one calendar year from the date of the reimbursement, the entire reimbursement shall be repaid to the district. If the recipient voluntarily leaves the district within two calendar years from the date of the reimbursement, then two-thirds of the reimbursement shall be repaid to the district. If the recipient voluntarily leaves the district within three calendar years from the date of the reimbursement, then one-third of the reimbursement shall be repaid to the district. No reimbursement is required if the recipient stays employed in the district in excess of three calendar years from the date of the reimbursement. Any reimbursements due pursuant to this paragraph shall either be repaid to the district prior to the last contract day of service within the district or withheld by the district from the last paychecks due to the employee.

Section I: Supplemental Duty Committee

The Supplemental Duty Committee shall be a standing committee that meets annually to review the supplemental salary schedule for the possible addition of new positions and to review equity within the schedule. The committee will continue to study the balance between academic and non-academic pay levels. The board will retain the right to decide if the positions on the supplemental salary schedule will be filled.

The committee shall be composed of:

high school principal
middle school principal
intermediate school principal
elementary school principal
high school athletics director
middle school athletics/activities director
high school fine arts representative
middle school fine arts representative

high school academic representative
middle school academic representative
high school boys coaching representative
high school girls coaching representative
middle school boys coaching representative
middle school girls coaching representative
four (4) K-6 teacher representatives
Asst. Superintendent for Human Resources

district business manager
Board of Education member

high school activities director

GEA shall appoint the teacher members to the committee. The superintendent shall appoint the administration members to the committee. Representatives shall be chosen to represent a variety of activities. For example, not all the fine arts representatives shall be from band and not all the coaching representatives shall be from the same sport. The district business manager shall chair the committee and assure that all deadlines are met.

The committee shall survey the staff each fall requesting information on extra work being done. The committee shall not recommend elimination of positions or reduction of compensation for a position without individual notice to the affected persons.

The committee shall report its findings to the Superintendent and the GEA President prior to December 15 of each year so that either the board or the teachers may notice appropriate items for negotiations.

Section J: National Board Certification

1. Each teacher who achieves National Board Certification through the National Board for Professional Teaching Standards as provided by statute (K.S.A. 72-2166), shall receive an incentive bonus as provided by statute each year. The bonus is currently set at \$1,000.00 per year but will automatically change as the statute may change in the future.
2. Teachers who are in the process of acquiring National Board Certification or Re-Certification shall be granted up to two days of Professional Leave upon presentation of satisfactory evidence of work toward certification or re-certification. (Two days total rather than two days annually.)
3. Teachers will be reimbursed up to \$300.00 annually for expenses incurred toward earning National Board Certification or Re-Certification upon presentation of satisfactory evidence of work toward certification or re-certification and costs incurred.
4. Those teachers who gain National Board Certification shall be designated a "District Teacher of Excellence" and, where feasible, shall receive a classroom door nametag displaying said designation as well as an honorary plaque.

Section K: Signing Bonus

1. At the superintendent's discretion, whenever the superintendent determines that it would be advantageous to the district, the superintendent may authorize the payment of a one-time contract-signing bonus to employees new to the district in an amount not to exceed \$1,000.00.

Section L: Mentor Pay

1. Teachers selected to serve as mentors shall receive mentor pay at the rate of \$500 per semester, per mentee.

Section M: Committee Work Pay

1. The Board retains the discretion to compensate teachers for committee work at appropriate rates, as funding is available, except: (1) Teacher and support staff of the Professional Advisory Committee (PAC) will be paid \$35.00 per meeting and (2) Teachers attending elementary SIT team meetings will be paid \$17.50 per meeting. They will be paid only for meetings within the district held outside of the normal professional day.

Section N: Optional Assignments Pay

1. Optional committee work shall be paid at the base hourly rate will be defined as the base divided by the number of negotiated hours in the regular contract. This section shall apply to optional committee work assigned to be performed outside the normal contract day.

ARTICLE 5: LEAVES OF ABSENCE

Section A: Sick Leave

1. Sick leave shall be granted to cover absences caused by the following:
 - a. Personal illness.
 - b. Critical illness or death in the teacher's immediate family which would include mother, father, step-mother, step-father, mother-in-law, father-in-law, brother, sister, wife, husband, son, daughter, step-children, grandparents, grandchildren, brother-in-law, sister-in-law, daughter-in-law and son-in-law. (Bereavement leave shall be used before sick leave is used, where appropriate.)
2. Eligible days for which sick leave may be taken without loss of pay may be accumulated as follows:
 - a. New teachers — A maximum of 11 days in first contract year.
 - b. Teachers returning to the District — A maximum of 9 days in any contract year.

Accumulation of such sick leave shall not exceed 130 days. Teachers ending the year with more than 120 days of accumulated sick leave shall be paid the sum of \$50.00 per day in exchange for said days in excess of 120.

3. Request for sick leave must be made to the appropriate building principal. Such leave is subject to approval of the principal and the Superintendent.
4. Upon depletion of accumulated sick leave, absence for reasons covered by the sick leave policy will result in a salary deduction equal to the contracted hourly salary of the teacher times the number of hours of such absence.
5. A teacher new to the district will inform his/her building administrator by September 15 of any medical condition of which he/she is aware that will necessitate that teacher's extended absence during the school year.
6. Each bargaining unit member will also be able to donate to the Sick-leave and Disability Bank annually during the month of June.

Section B: Professional Leave

1. Time with pay may be provided for teachers to attend meetings, conferences, school activities, or functions that directly relate to and strengthen job performance. Such leave is subject to approval by the appropriate building principal and the Superintendent or Assistant to the Superintendent.

Section C: Personal Leave

1. Three days of personal leave may be granted, with pay, on any school day during the contract year with the approval of the principal and Superintendent prior to the absence. Explanation for such leave must be given to the principal (if possible 24 hours in advance) prior to the absence. The reason need not be given if

confidentiality is requested. Every effort to grant reasonable requests will be made; if such requests cannot be granted, reason will be given to the employee.

2. Personal leave can be accumulated to a maximum of four days. Up to one day of unused personal leave may be carried forward to the following year. Any additional unused personal leave days shall be added to accumulated sick leave.

Examples:

If have 0 days carried forward at beginning of year, teacher gets 3 days

If use 0 days- 1 day carries forward and 2 days move to accumulated sick leave

If use 1 day- 1 day carries forward and 1 day moves to accumulated sick leave

If use 2 days- 1 day carries forward

If use 3 days- 0 days carry forward

If have 1 day carried forward- at beginning of year, teacher gets 3 additional days = 4 days

If use 0 days- 0 days carry forward and 3 days move to accumulated sick leave

If use 1 day- 1 day carries forward and 2 days move to accumulated sick leave

If use 2 days- 1 day carries forward and 1 day moves to accumulated sick leave

If use 3 days- 1 day carries forward

If use 4 days- 0 days carry forward

3. Request for personal leave must be made to the appropriate building principal. In case of emergency an administrator may grant leave, with reason, without a prior written request.
4. A salary deduction for personal leave beyond the accumulated days of leave shall be made equal to the contracted hourly salary of that teacher times the number of hours of such absence.

Section D: Educational Leave

1. It is the desire of the Board to encourage teachers to undertake advance study to enable them to promote their professional careers in the Goddard school system. For this reason leaves may be granted to teachers who have taught in the Goddard system for three contract years to attend accredited schools for the purpose of securing credits toward an advanced degree in their area of education.
2. Request for educational leaves must be made to the Superintendent in writing prior to the end of the contract term.
3. A teacher granted educational leave must submit written notice to the Superintendent of his or her desire to return to the District prior to March 15 proceeding a contract year.
4. Sabbatical Leave -- Following a leave of one semester or one year, the teacher is guaranteed to have his/her job back. (Vacancies during sabbatical are temporary only.) The teacher will be credited on the salary schedule with that year as if he/she had been teaching in the District.

Section E: Jury Leave

1. Leave shall be granted when a teacher is to appear in court to answer to a jury summons.
2. The teacher will be paid his/her regular salary provided that teacher endorses over to the school district his/her juror's compensation, not including meals and mileage.

Section F: Bereavement Leave

1. Bereavement leave shall be granted to cover absences caused by the following:
 - a. Death in the teacher's family.

2. Each teacher may take up to 5 days of bereavement leave per year.
3. One of the five days of bereavement leave per year may be taken without loss of pay in the event of a death of a significant other person. If more than one day of leave is needed for significant others, personal leave may be used, if available.
4. Teachers may request bereavement leave to attend the funerals of (a) students currently being taught by the teacher, (b) parents of students currently being taught by the teacher, (c) siblings of students currently being taught by the teacher and (d) teachers teaching in the same building. These absences will not be charged against any leave.
5. Request for bereavement leave must be made to the appropriate building principal. Such leave is subject to approval of the principal and the Superintendent.

Section G: Professional Association Leave

1. The recognized teacher association shall be granted up to five (5) days of leave for association activities during which the district will pay regular salaries and the association will reimburse the district for the cost of a substitute when a substitute is employed.
2. The district will not be responsible for any additional costs incurred by teachers using this leave (registrations, meals, room, travel etc.).
3. Request for professional association leave must be made to the appropriate building principal. Such leave is subject to the approval of the GEA president, the building principal and the Superintendent or designee.

Section H: Emergency Leave

1. In exceptional circumstances, the superintendent may grant emergency leave when a teacher is unable to occupy his or her home due to flood, fire or other catastrophic event beyond the teacher's control. If granted, a teacher will be allowed up to four (4) days of paid emergency leave. The superintendent shall determine if the circumstances causing the absence would be covered by this leave and the superintendent's decision shall be final and not subject to challenge or grievance.

ARTICLE 6: OUTSIDE EMPLOYMENT

Section A: Teacher Responsibility

1. All professional personnel are expected to perform contracted teaching duties. The pursuance of any outside employment, hobby or interest which conflicts with this responsibility which has not received prior approval of the Superintendent is looked upon with disfavor. In the event that it is determined that a teacher's contracted responsibilities are suffering due to the voluntary pursuance of any outside employment, hobby or interest, such teacher will be informed by the administration of its concern, in a meeting with that teacher and a representative of the teacher's choosing, if desired by said teacher.
2. It shall not be incumbent upon any teacher to take the initiative in informing the administration of the existence of any outside employment, hobby or interest, and the administration should not expect such initiative on the part of any teacher. The administration may inquire of any teacher if it has reason to believe that the teacher is not performing contracted teaching duties. Said inquiry shall include a statement of where said administrator believes any teacher is not performing contracted teaching duties and said teacher has the right to have an Association representative present at such initial inquiry. Said statement at this stage shall not be included in the teacher's personnel file.

ARTICLE 7: TEACHER FILES

Section A: Personnel Files

1. There shall be only one file on any teacher which shall be designated a personnel file and shall be maintained in the Central Office.
2. Upon request, any teacher has the right to examine the contents of his/her personnel file as maintained in the Central Office. A representative of the Association, at the teacher's request, may accompany the teacher for such examination.
3. No material derogatory to the teacher's conduct, service, character or personality shall be placed in the teacher's personnel file without prior notification to the teacher. No letters from parents, students or patrons will be included in the teacher's personnel file.
4. The teacher shall have the right to answer any material filed in such personnel file, and his answer shall be affixed to such material and placed with it in such file.

Section B: Grievance File

1. Any grievance filed by any teacher shall not be placed in that teacher's personnel file as maintained in the Central Office. No reference or related material to any grievance shall be filed in any teacher's personnel file as maintained in Central Office. Any grievance filed by any teacher shall be filed with the building principal's office in a file containing grievances for the current school year.

ARTICLE 8: GRIEVANCE PROCEDURE

Section A: Purpose

1. The purpose of this grievance procedure is to provide a mechanism through which individual teachers can obtain an effective hearing of complaints concerning the administration of this agreement or Board policy, Item "L" KSA 72-2218. The intent is to settle differences of opinion in the interpretation of any negotiated item or Board policy, Item "L" KSA-72-2218, at the lowest possible level in the administrative organization.

Section B: Procedure

Step 1

If any teacher feels that any element of this agreement is not being properly administered he/she may request a meeting with the department chairperson to discuss the grievance. The department chairperson shall arrange the time and place for a meeting with the teacher submitting the grievance along with one representative of the Association if the teacher so desires.

Step 2

If a satisfactory settlement cannot be made at Step 1, the teacher may submit the grievance in writing to the building principal on a form to be supplied by the District. Within fifteen (15) days, the building principal shall arrange the time and place for a meeting of the Association if the teacher so desires. Following the meeting, the principal shall have up to fifteen (15) days to give a written answer to the teacher submitting the grievance.

Step 3

If a grievance is not settled in Step 2, the Association may indicate in writing its desire to discuss the grievance with the Superintendent. Within ten (10) days, the Superintendent shall arrange the time and place for a meeting with the Association's grievance committee. Following the meeting, the Superintendent will have up to ten (10) days to submit an answer in writing to the Association.

Step 4

If the Association is not satisfied with the answer given in Step 3, it may request a meeting with the Board. Request for the meeting must be submitted in writing to the Superintendent for inclusion in the agenda of a regularly scheduled Board meeting at least one week prior to that meeting. Following the meeting at which the grievance is discussed, the Board will have up to five (5) days to submit a written answer to the Association

Step 5

If the aggrieved person is not satisfied with disposition of his/her grievance at Step 4, or if no decision has been rendered within a reasonable length of time after discussion of the grievance with the Superintendent, the grievant may submit the grievance to grievance mediation. Grievance mediation means an effort through interpretation and advice by an impartial third party to assist the parties in reconciling the grievance dispute in a mutually satisfactory manner. The grievance mediation shall not be binding on either party, but shall be an effort to reach a resolution of the grievance by the mutual consent of the parties.

To the extent possible, the parties will use a commissioner or mediator from the Federal Mediation and Conciliation Service as the grievance mediator. In the event a commissioner from the Federal Mediation and Conciliation Service is unavailable, the parties shall select a mediator by mutual agreement of the parties.

The cost of the mediator shall be split equally between the Association and the Board. The costs of any witnesses, representation or other costs associated with mediation of grievances shall be paid by the party incurring the cost. In the event that mediation of grievances does not resolve the issue, the aggrieved person may then proceed to the next level and submit the grievance for review by the Board of Education.

Step 6

If the Association is not satisfied with the answer given in Step 5, the Association may then place the grievance before the court.

Step 7

The Board and the Association will not release notices to the press without discussion at a regularly scheduled or special Board meeting during the grievance portion of the meeting.

ARTICLE 9: EVALUATION

Section A: Procedure

1. The district will use the McREL evaluation process. Data will be collected on implementation and made available to the GEA and the Board.

ARTICLE 10: TEACHERS' INVENTIONS

Section A: General

1. Employees shall be permitted to retain ownership of inventions and employee-produced instructional material conceived or developed by them during the hours of their employment, provided however that the Board shall have the use, rights extended to all such inventions and instructional material, which shall include the non-exclusive royalty free rights on the part of the Board, to use such inventions and/or instructional material.
2. Employees shall be permitted to retain ownership of inventions and public employee-produced instructional material conceived or developed by them during the period outside of their employment without restriction.
3. Classroom use of employee inventions and employee-produced instructional material for the purpose of instruction shall not be considered as time in production of instructional material or inventions.

4. Provided however that the Board shall be entitled to a sum equal to fifteen (15) percent of any monetary royalties accruing to said such sum to be paid on an annual basis by the teacher to the Board during the first year of such royalties accruing to said teacher.

ARTICLE 11: CLASS LOAD

Section A: Procedures

1. In order to improve the overall general standard of education in Goddard schools, the Board agrees to work toward an average class load of twenty pupils for Kindergarten through third grade and twenty-five pupils for all other classes throughout the system. The average will be established per grade level.

ARTICLE 12: INTEREST BASED BARGAINING FINANCIAL REVIEW

1. As a part of the interest based bargaining process between the Board and the teachers, the Interest Based Bargaining team will review the financial condition of the district.

ARTICLE 13: TEACHER PROTECTION

Section A:

1. The following paragraphs, unless in conflict with State law, will govern practices and procedures for handling complaints against teachers with three years experience in Unified School District 265, Goddard, Kansas, regarding their primary teaching duties. All formal action must meet the standards herein set forth.
 - a. No teacher with three years experience in the Goddard District will be disciplined, reprimanded, reduced in rank or compensation, suspended, discontinued in employment, or deprived of any professional advantage without just cause.
 - b. A teacher with three years experience in the Goddard District shall be given written notice of any meeting or conference with a member of the administration to discuss a matter that may lead to disciplinary action against the teacher. Such notice will include the reason or reasons for the meeting. The teacher shall at this meeting be allowed to have representation.
 - c. Whenever a teacher with three years experience in the Goddard District is required to appear before the board concerning disciplinary matters, he/she shall be given five (5) days prior written notice of reasons for the meeting. The teacher shall at this meeting be allowed to have representation.
 - d. The district will observe all due process rights prior to any action that may affect the teacher with three years experience in the Goddard District employment status with Unified School District 265.

ARTICLE 14: REDUCTION IN FORCE

In the event the board decides to reduce the number of teacher positions, unless contrary to law, and unless good cause is otherwise shown, a tenured teacher may not be nonrenewed due to reduction in force until all nontenured teachers teaching subjects which the tenured teacher is qualified to teach are first terminated. The board shall not be required to rearrange teaching assignments to create several part-time positions in order to retain a tenured teacher. The board may decide to reduce the number in one area while increasing staff in another.

Teachers nonrenewed, according to this provision shall be considered for employment with the district for vacancies that the teacher is qualified to teach, according to the teacher's license on file with the district. This consideration shall continue for a period of two years from the date of nonrenewal.

ARTICLE 15: SICK LEAVE BANK

Section A: Purpose

Sick leave and Disability Bank shall be maintained for use by bargaining unit members who choose to participate.

The Goddard Education Association will appoint a Sick-leave Bank Committee.

The Sick-leave Bank Committee shall abide by the bylaws that are set forth in Section B of this provision.

The Board of Education shall be responsible for the accounting of said sick leave bank and will provide an accounting of the accumulated days within the Sick-leave and Disability Bank when such accounting is requested by the Sick-leave Bank Committee.

Section B: Sick-leave and Disability Bank Bylaws

1. The Sick-leave and Disability Bank will be administered by the Goddard Education Association.
2. All teacher bargaining unit members will have the opportunity to participate in the Sick-leave and Disability Bank. Participation in the Sick-leave and Disability Bank will be strictly voluntary.
3. All bargaining unit members who wish to participate in the Sick-leave and Disability Bank will make an initial contribution of one day.
4. Only those bargaining unit members who donate days when they are requested by the Sick-leave and Disability Bank Committee will be eligible to draw days from the Sick-leave and Disability Bank. Those individuals may draw days from the Sick-leave and Disability Bank only after they have exhausted their accumulated sick leave.
5. No individual will be granted more than five (5) days from the Sick-leave and Disability Bank in response to a request. No individual may make more than three (3) requests per school year unless the Sick-leave and Disability Bank Committee declares the individual's circumstances an emergency. An emergency is defined as a critical and protracted illness or injury afflicting the individual or his/her family.
6. A Sick-leave and Disability Bank contribution form will be developed and distributed to bargaining unit members by the Sick-leave and Disability Bank Committee. That form will be available to all bargaining unit members at the beginning of each school year. Whenever the number of days contained within the Sick-leave and Disability Bank falls below **100** days each bargaining unit individual will be asked to contribute an additional day.
7. Each bargaining unit member will also be able to donate to the Sick-leave and Disability Bank annually during the month of June.
8. A decision of the Sick-leave and Disability Bank Committee may be appealed to the Goddard Education Association Executive Committee. The decision of the Executive Committee in regard to an appeal will be final.
9. Except for the days donated by new participants, the sick leave bank shall be considered full when it holds 500 days and no additional days shall be accumulated in the bank.

ARTICLE 16: SUBSTITUTES

1. If the normal substitute procurement process fails it shall be the responsibility of the building administrator to secure a substitute, if necessary.
2. When a teacher substitutes during a planning period that teacher shall be paid the sum of \$15.00.

RATIFICATION OF AGREEMENT

The attached agreement constitutes an agreement between the negotiators for the Board of Education and the Goddard Education Association. These changes were reached through the process of professional negotiations as required by Kansas law and will become effective for the 2019-20 school year if ratified by the Goddard Education Association and the Board of Education as required by law.

The undersigned hereby ratify and accept the above agreement in its entirety.

We, the undersigned, agree the negotiated agreement is true and correct as stated herein, and was mutually approved by the teams May 20, 2019, adopted by the Board of Education_____, and ratified by the Goddard Education Association on _____.

Board of Education President

Goddard Education Association

APPENDIX A
UNIFIED SCHOOL DISTRICT NO. 265
GODDARD, KANSAS
SALARY SCHEDULE
2019-20

Base										
43,000										
Step	B	B+10	B+20	M	M+10	M+20	M+30	M+40	M+50	M+60
1-3	43,000	44,200	45,400	46,600	47,800	49,000	50,200	51,400	52,600	53,800
4	44,200	45,400	46,600	47,800	49,000	50,200	51,400	52,600	53,800	55,000
5	45,400	46,600	47,800	49,000	50,200	51,400	52,600	53,800	55,000	56,200
6	46,000	47,800	49,000	50,200	51,400	52,600	53,800	55,000	56,200	57,400
7	46,600	49,000	50,200	51,400	52,600	53,800	55,000	56,200	57,400	58,600
8		49,600	51,400	52,600	53,800	55,000	56,200	57,400	58,600	59,800
9		50,200	52,600	53,800	55,000	56,200	57,400	58,600	59,800	61,000
10			53,200	55,000	56,200	57,400	58,600	59,800	61,000	62,200
11			53,800	56,200	57,400	58,600	59,800	61,000	62,200	63,400
12				56,800	58,600	59,800	61,000	62,200	63,400	64,600
13				57,400	59,800	61,000	62,200	63,400	64,600	65,800
14					60,400	62,200	63,400	64,600	65,800	67,000
15					61,000	63,400	64,600	65,800	67,000	68,200
16						64,000	65,200	66,400	67,600	68,800
17						64,600	65,800	67,000	68,200	69,400
18							66,400	67,600	68,800	70,000
19							67,000	68,200	69,400	70,600
20							67,600	68,800	70,000	71,200
21							68,200	69,400	70,600	71,800
22							68,800	70,000	71,200	72,400
23							69,400	70,600	71,800	73,000
24							70,000	71,200	72,400	73,600
25										74,200
26										74,800
27										75,400
28										76,000
29										76,600
30										77,200
31										77,800

APPENDIX B

2019-20 SUPPLEMENTAL DUTY SALARY SCHEDULE

Supplemental duty pay will be based on the following experience table in conjunction with the supplemental duty pay schedule.

Experience is within the Goddard system only. (Activity experience for activities only, coaching experience for coaching only.)

Years of experience is for previous years, i.e., first year of supplemental duty is "0" years of experience. The 2009-10, 2011-12 and 2015-16 school years shall not count as a year of experience, due to the salary freeze those years.

STEP	YEARS OF EXPERIENCE	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII	Level VIII	Level IX
1	0-3	\$5,674	\$4,539	\$3,782	\$3,027	\$2,269	\$1,513	\$1,135	\$756	\$378
2	4-6	\$5,817	\$4,653	\$3,877	\$3,102	\$2,326	\$1,551	\$1,164	\$776	\$388
3	7-9	\$5,958	\$4,767	\$3,972	\$3,177	\$2,383	\$1,589	\$1,192	\$794	\$398
4	10+ Years	\$6,099	\$4,880	\$4,066	\$3,253	\$2,439	\$1,627	\$1,220	\$813	\$407

APPENDIX B
2019-20 SUPPLEMENTAL DUTY SCHEDULE

ACTIVITY LEVEL I

HS Head Basketball Coach
HS Head Football Coach
HS Head Track and Field Coach
HS Head Wrestling Coach
HS Band Director
HS Cheerleader Sponsor

ACTIVITY LEVEL II

HS Head Baseball Coach
HS Head Soccer Coach
HS Head Softball Coach
HS Head Volleyball Coach
HS Head Cross Country Coach
HS Head Debate Coach
MS Head Cheerleader and Pep Club Sponsor
HS Head Asst. Track & Field Coach
HS Head Tennis Coach
HS Drama Coordinator

ACTIVITY LEVEL III

HS Asst. Basketball Coach
HS Asst. Football Coach
HS Asst. Soccer Coach
HS Asst. Track and Field Coach
HS Asst. Wrestling Coach
HS Head Golf Coach
HS Head Forensics Coach
MS Head Track and Field Coach
HS Head Bowling Coach

ACTIVITY LEVEL IV

HS Asst. Baseball Coach
HS Asst. Softball Coach
HS Asst. Volleyball Coach
HS Asst. Golf Coach
HS Asst. Tennis Coach
HS Vocal Music
HS Asst. Cross Country Coach
MS Head Basketball Coach
MS Head Cross Country Coach
MS Head Football Coach.
MS Asst. Head Track and Field Coach
MS Head Volleyball Coach
MS Head Wrestling Coach
MS Head Tennis Coach
HS Head Drill Team Sponsor
HS Asst. Band Director
HS Asst. Cheerleader Sponsor
HS Asst. Bowling Coach
HS Freshman Cheerleader Sponsor
HS National Honor Society Sponsor

ACTIVITY LEVEL V

HS Asst. Debate Coach
HS Asst. Forensics Coach
HS Scholar Bowl Sponsor
Summer Weight Program
MS Asst. Basketball Coach
MS Asst. Football Coach
MS Asst. Track and Field Coach
MS Asst. Volleyball Coach
MS Asst. Wrestling Coach
MS Asst. Basketball Coach
MS Asst. Football Coach
MS Asst. Track and Field Coach
MS Asst. Volleyball Coach
MS Asst. Wrestling Coach
MS Winter Concessions (Including Tournaments)
MS Fall Concessions (Including Tournaments)
MS Asst. Cross Country Coach
MS Asst. Tennis Coach
MS Asst. Cheerleader and Pep Club Sponsor
HS Conditioning Coach
HS Head Musical Director
HS Asst. Drill Team Sponsor
HS Percussion Director
HS Broadcast Production Sponsor
HS Powerlifting Club Sponsor
HS Color Guard Sponsor

ACTIVITY LEVEL VI

HS Asst. Musical Director
HS KAYS Sponsor
HS Science Club Sponsor
HS Yearbook Sponsor
Head Intramural Sponsor (per season)
HS Science Olympiad Sponsor
HS Orchestra Director
HS Newspaper Sponsor
HS Outloud Sponsor
HS BEST Robotics Head Sponsor
Department Head: 10 or more in department.
MS Play Sponsor
MS Vocal Music
MS Scholar Bowl Sponsor
MS Instrumental Music Director
MS Yearbook/Newspaper Sponsor
MS Orchestra Director
HS Junior Class Sponsor
HS Senior Class Sponsor
HS Wrestling Cheerleader Sponsor
HS Student Council Sponsor
IS Head Running Club Sponsor
HS CTE Pathway Club Sponsor

ACTIVITY LEVEL VII

HS Asst. Science Olympiad Sponsor
Department Head: 6-9 people in department
QPA/NCA Steering Committee Chairman
MS Student Council Sponsor
HS Eco-team Sponsor
HS BEST Robotics Asst. Sponsor
K-6 News Broadcast Production Sponsor
HS Pep Club Sponsor
PDC Building Coordinator
Elementary Grade Level Department Chair
HS Powerlifting Assistant Sponsor
MS Jazz Band Director
HS GSA Sponsor

ACTIVITY LEVEL VIII

HS Language Club Sponsor
HS Quill and Scroll Sponsor
Asst. Intramural Sponsor (per season)
Intermediate School Instrumental Music
Intermediate School Vocal Music
HS Science Club Asst. Sponsor
Department Head: 5 or fewer people in dept.
QPA/NCA Steering Committee Team Member
MS Asst. Scholar Bowl
Elementary Vocal Music
Middle School Math Relay Sponsor
Middle School Odyssey of the Mind
Intermediate Student Council Sponsor
MS News Broadcast Production
HS Freshman Class Sponsor
HS Sophomore Class Sponsor
HS Circle of Friends Sponsor
HS Book Club Sponsor
K-6 Yearbook Sponsor
IS Asst. Running Club Sponsor

ACTIVITY LEVEL IX

IS Running Club safety/check in/out
MS Circle of Friends Sponsor

APPENDIX C

GODDARD USD NO. 265 TEACHER CONTRACT

It is hereby agreed by and between the Board of Education of Goddard Unified School District No. 265, Sedgwick County, State of Kansas, hereinafter called the "Board" and, (EMPLOYEE NAME) hereinafter called the "Teacher," that the Teacher is hereby employed by the school district to teach classes for 2019-20 school year, at the yearly salary of:

\$ (SALARY SCHEDULE RATE OF PAY)

Education Placement: (SALARY SCHEDULE COLUMN 1-10)
Experience Step Placement: (EXPERIENCE STEP 1-3 to 31)

of the 2019-20 Teachers' Salary Schedule, on the basis of 1349 contract hours (1364 hours for teachers new to the district). The Board reserves the right to assign said Teacher to such buildings and work as the district requires, with the mutual consent of the Superintendent and Teacher; any impasse will go through the grievance committee.

This contract is subject to the following conditions:

1. The Teacher shall teach all days when school is regularly scheduled.
2. The Teacher shall make and file all reports required by the Board or Superintendent.
3. The Teacher shall participate with the Board in planning, development and execution of the instructional program.
4. The Teacher shall perform such other services as may be mutually agreed upon by the Board and Teachers.
5. The annual salary under this contract will be paid in twelve monthly installments, on the twentieth day of each calendar month. If the 20th falls on a Saturday, Sunday or a bank holiday, then payday will be on the last non-bank-holiday weekday preceding the 20th. All compensation owed to a teacher each month will be paid in one check.
6. The Board and the Teacher expressly agree that the policies and regulations contained in the Negotiated Agreement shall be a part hereof with the same force and effect as though fully set forth herein. A current copy of the Agreement, which shall apply for the contract year, shall be provided the Teacher when the contract is signed.
7. Any clerical errors will be corrected when discovered and parties concerned will be notified.

The above is in compliance with resolution passed by the Board of Education.

President of School Board

Teacher

Superintendent of Schools

Date of Teacher Signature

**USD 265 GODDARD
SUPPLEMENTAL DUTY CONTRACT**

It is hereby agreed by and between the Board of Education of Goddard Unified School District No. 265, Sedgwick County, State of Kansas, hereinafter called the "Board" and, «employee_name» hereinafter called the "Employee" that the Employee is hereby employed by the school district for supplemental activities as listed below for the 2019-20 school year for salary pursuant to the 2019-20 Supplemental Duty Salary Schedule of USD No. 265 Negotiated Agreement.

This contract is subject to the following conditions:

1. The Employee shall perform duties all days as scheduled for his/her assignment.
2. The Employee shall make and file all reports required by the Board or Superintendent.
3. The Employee shall perform such other services as may be determined by the Board and/or Administration.
4. The Employee shall perform duties as enumerated below for the salary stated herein:

<u>POSITION(S)</u>	<u>LEVEL</u>	<u>STEP</u>	<u>SALARY</u>
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TOTAL SUPPLEMENTAL SALARY:	\$
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5. Contract will be paid in twelve monthly installments in conjunction with other district contracts.
6. Any clerical errors if/when discovered, will be corrected and parties concerned will be notified.
7. It is expressly understood by the Employee and the Board that said supplemental assignment as stated above will continue from year to year unless the Employee requests release from any or all supplemental assignments listed above in writing on or before the 14th calendar day following the third Friday in May of any year. Provided however, that the Board shall reserve the right to remove any assignment under this paragraph for the next year, with or without cause, by giving notice to the teacher on or before the third Friday in May of any given year.
8. Miscellaneous Supplemental Contract Note:

In compliance with a resolution passed by the Board of Education.

President of School Board

Teacher

Superintendent of Schools

Date of Teacher Signature