

2016-2017 NEGOTIATED AGREEMENT

Between the Atchison County Teachers Association and the Board
of Education of Unified School District #377

Board approved – August 15, 2016
www.usd377.org



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PREAMBLE

WHEREAS, the Legislature of the State of Kansas has established a procedure for professional employees employed within the school districts of the State of Kansas to organize and to select representatives for the purpose of professional negotiations, and the majority of the certificated employees within the school district have designated the Atchison County Teachers Association as their representative for professional negotiations; and WHEREAS, the Board of Education and its designated representatives have met with representatives of the Atchison County Teachers Association, and have considered, discussed, and negotiated terms and conditions of professional service, the following has been agreed:

ARTICLE I - SAVINGS CLAUSE

If a portion of this agreement is found to be contrary to law then only that portion of the agreement shall become invalid. All other provisions shall continue in full force and effect.

ARTICLE II - POWERS AND RIGHTS OF THE BOARD OF EDUCATION

The Board retains those powers expressly granted by law. Rights of the Board shall not be exercised without regard for the rights of employees as outlined in the following pages. The Board shall not discriminate against any employee. The foregoing enumeration of Board rights and responsibilities is not intended to exclude other rights not enumerated herein. The only limitation on any right of the Board shall be by law or by the expressed limitation by specific provisions contained in this Agreement.

ARTICLE III - DEFINITIONS

- A. **Administration**: All persons employed by the Board in positions requiring an administrative certificate by regulation of the State Department of Education as stated in the current Certificate Handbook.
- B. **Grievant**: The person or persons making the complaint.
- C. **Association**: The Atchison County Teachers Association, affiliated with the Kansas-National Education Association and the National Education Association.
- D. **Board**: The Board of Education of Unified School District No. 377, Atchison County, Kansas.
- E. **Days**: Except when otherwise indicated, days shall mean contract days.
 - (a) The number of contract days shall be 186.
 - (b) One-half (1/2) contract day shall be no less than three and one-half (3 ½) hours nor more than four (4) hours. This shall apply to both teacher in-service days and teacher workdays. If one-half (1/2) contract day is scheduled, it shall be in the morning.
- F. **District**: Unified School District No. 377.
- G. **Employee**: The terms “certified employee” and “certified teacher” may be used interchangeably, but shall mean the same.
- H. **Grievance**: A charge by one or more teachers or the Association which alleges a violation, misapplication or misinterpretation of the negotiated agreement or a contract, administrative regulation, or practice affecting conditions of employment.
- I. **Immediate Family**: Employees spouse, child, stepchild, grandchild, siblings, parent or grandparent. Additionally, any of those categories listed would be expanded to include “in-law.”
- J. **Teacher**: All professional employees (except administrative employees) employed in a position requiring an instructional coded certificate issued by the State Board of Education.
- K. **Teacher Contract**: The basic contract of each teacher excluding any extended contract or supplemental contract. (Added 6/24/08)

ARTICLE IV - REDUCTION IN PERSONNEL

A. Reduction in Personnel

1. If the board determines that a reduction in force is necessary the following procedure shall be used by the Board of Education of USD 377 to determine the staff members to be non-renewed. In the event that staff reductions cannot be achieved through attrition, the Superintendent will use the following criteria, considered equally, to determine the teacher or teachers to be laid off:
 - a. number of years of service in USD #377,
 - b. academic training and degrees,
 - c. assessment of performance based on evaluation instruments on file.
2. If reduction in force is anticipated, *the Association* will be given notice by April 1.

B. Re-Employment

1. Full-time certified teachers who are laid off shall be offered re-employment in reverse order of layoff to vacant positions which they are certified to fill.
2. No new or substitute appointment shall be made by the Board while there are laid-off employees available who are certified to fill the vacancies.
3. No certified teacher will lose re-employment rights by securing other employment during the layoff. Employees who refuse or fail to accept re-employment within ten (10) days from the date that they receive notification of recall from the Board shall forfeit all re-employment rights under this provision. The Board shall have no further obligation to such employee. The Board shall not be required to consider reinstatement of any laid-off teachers after a period of two (2) years from the date of non-renewal. The teacher shall keep the administration informed of his/her current address, and notices will be mailed to the last known address.

ARTICLE IV - REDUCTION IN PERSONNEL CONTINUED

4. Any certified teacher re-employed to teach full-time following layoff shall be given the full salary, related benefits, and experience when re-employed with the district.

A certified teacher who has been employed in a full-time teaching or administrative position by another public school system during the period his/her name remained on the recall list shall be granted additional experience credit on the USD #377 salary schedule. No additional experience credit shall be granted for work experience other than full-time certified teaching and school administration (experience/credit shall not be given for substitute teaching). Any employee re-employed part-time following layoff shall be given salary and related benefits proportional to the amount of full employment. However, they will be granted full experience and accumulated sick leave earned prior to the reduction in force when re-employed.

5. Any employee reduced-in-force shall have the right to file a grievance if it appears that his/her re-employment rights have been violated.

ARTICLE V - COMPENSATION

A. Base salary schedule, Unified School District #377, Effingham, Kansas

Salary Schedule 2016-2017						
Across	\$420	\$450	500	\$550	\$550	\$550
Step	BS	BS + 15	BS +30	MS	MS + 15	MS + 30
1	\$35,320	\$36,100	\$36,900	\$37,700	\$38,450	\$39,300
2	\$35,740	\$36,550	\$37,400	\$38,250	\$39,000	\$39,850
3	\$36,160	\$37,000	\$37,900	\$38,800	\$39,550	\$40,400
4	\$36,580	\$37,450	\$38,400	\$39,350	\$40,100	\$40,950
5	\$37,000	\$37,900	\$38,900	\$39,900	\$40,650	\$41,500
6	\$37,420	\$38,350	\$39,400	\$40,450	\$41,200	\$42,050
7	\$37,840	\$38,800	\$39,900	\$41,000	\$41,750	\$42,600
8	\$38,260	\$39,250	\$40,400	\$41,550	\$42,300	\$43,150
9		\$39,700	\$40,900	\$42,100	\$42,850	\$43,700
10		\$40,150	\$41,400	\$42,650	\$43,400	\$44,250
11		\$40,600	\$41,900	\$43,200	\$43,950	\$44,800
12		\$41,050	\$42,400	\$43,750	\$44,500	\$45,350
13		\$41,500	\$42,900	\$44,300	\$45,050	\$45,900
14		\$41,950	\$43,400	\$44,850	\$45,600	\$46,450
15			\$43,900	\$45,400	\$46,150	\$47,000
16			\$44,400	\$45,950	\$46,700	\$47,550
17			\$44,900	\$46,500	\$47,250	\$48,100
18			\$45,400	\$47,050	\$47,800	\$48,650
19				\$47,600	\$48,350	\$49,200
20				\$48,150	\$48,900	\$49,750
21					\$49,450	\$50,300
22					\$50,000	\$50,850
23					\$50,550	\$51,400
24						\$51,950
25						\$52,500
26						\$53,050

Note – Those staff members who fall under the umbrella of this agreement will received a onetime stipend of \$186 that will be paid by separate check in September of 2015.

ARTICLE V – COMPENSATION CONTINUED

B. Additional salary schedule stipulations.

1. A move of only one vertical step per year will be permitted.
2. For placement on the BS + 30 column, hours above BS + 15 must be graduate level hours or be approved by the Superintendent in writing and in advance of the course work taken.
3. In-service points earned for recertification purposes shall also be applicable for advancement on the salary schedule with 20 in-service points earning one credit hour. Teachers newly hired to the district shall be awarded those in-service points approved by their previous Kansas school districts to be used for salary schedule placement. Documentation must be provided by August 1 of the initial contract year in order to use professional development points for placement on the salary schedule.
4. Certification must be given by September 1 to the Superintendent of Schools if requirements have been met for a higher bracket for the ensuing year. Official transcripts of all hours must be on file before a teacher is entitled to the higher bracket.
5. Previous experience for degree teachers coming into the system shall be the full increment to a maximum of eleven (11) years. The board may approve additional years of experience above eleven (11), not to exceed actual years of experience, to a certified teacher in a “hard to fill” position that may require a higher salary to retain a teacher or hire a teacher to promote the general welfare of the district as determined by the board. The association will be notified within 30 days of the board’s approval of the teachers’ contract with an “above schedule” amount.
6. In the event that State funding is reduced, teachers’ salaries shall not be decreased at a percentage greater than the reduction in any other program or position, nor greater than the percentage of reduction in State funding.
7. First year certified staff paid according to the negotiated agreement will have the option to receive a partial payment in August.

ARTICLE V – COMPENSATION CONTINUED

C. Supplemental Payments - General Information

Credit for previous experience shall be allowed for those years of experience in the specific activity or sport while employed as a teacher. (The maximum previous experience for those in Section A coming into the system shall be the full increment to a maximum of eleven [11] years).

D. Experienced Supplemental Categories

Category I: HS Head Football, HS Head Basketball, HS Head Track, HS Head Wrestling, HS Head Volleyball, Athletic Director.

Category II: HS Head Cross Country, HS Head Baseball, HS Head Softball, HS Cheerleader Sponsor, Grades 6-12 Instrumental Music, Grades 5-12 Vocal Music (including Senior High Musical Productions).

Category III: HS Assistant Coaches, HS Assistant Cheerleader Sponsor, HS Drama, and HS Scholars Bowl.

Category IV: All JH Head Coaches.

Category V: All JH Assistant Coaches, HS Speech/ Forensics, and HS Yearbook.

E. Percentage Increases by Experience (percent of base salary)

	<u>1-4 Years</u>	<u>5-9 Years</u>	<u>10 & Up</u>
Category I	11.75%	12.65%	13.55%
Category II	11.30%	12.20%	13.10%
Category III	7.80%	8.70%	9.60%
Category IV	6.80%	7.70%	8.60%
Category V	4.80%	5.70%	6.60%

ARTICLE V – COMPENSATION CONTINUED

F. Other Supplemental (percent of base salary)

1. Placement and Evaluation

- a. The supplementary salary schedule is to be open so that individual schools can fill individual needs. New positions may be created with Board of Education approval.
- b. During the term of the contract, the board shall have the right to create new supplemental positions and to establish the initial pay for such positions.
- c. The Superintendent shall deliver to the Association and post in all buildings a list of all vacant supplemental positions for the following school year by May 1 of the current school year. Job descriptions for all positions shall be available upon request.
- d. Vacancies and newly created positions which occur during the school year shall be posted for not less than ten (10) work days prior to being filled. The ten (10) days may be waived and a temporary appointment made if the Superintendent deems the need to fill the position is urgent.
- e. All certificated employees shall be eligible for supplementary pay positions, and shall convey their interest in a position by submitting a letter of interest to the Superintendent by May 15. The Superintendent, the principal and athletic director, and the department head(s) from the building level involved shall recommend the best qualified applicant for each position.
- f. Building principals or the athletic director will be responsible for the assignment being performed by the personnel receiving supplementary pay. This will be done on an annual basis.
- g. The specific duty and amount of compensation will be listed on the employee's supplemental contract.

ARTICLE V – COMPENSATION CONTINUED

Other Supplemental Positions:

HS Administrative Supervisor	3%
HS Class Sponsor – Senior (2).....	2%
HS Class Sponsor - Junior (2).....	4%
HS Dance Team	4%
HS Department Heads (Math/SS/Science/LA)	2%
HS FBLA	2%
HS FFA	2%
HS KAYS	3%
HS Letter Club	2%
HS Math Club	2%
HS National Honor Society	2%
HS Friends of Rachel	2%
HS Science Club	2%
HS Student Council	3%
Summer Weight Program (2).....	5.4%
JH Grade Knowledge Bowl	3%
JH Cheerleader	3.5%
JH Grade Math Club	2%
JH Student Council	0.5%
JH Yearbook	2%
Elementary Yearbook	3%
Elementary STUCO	2%
K-4 Music	2%
PDC Chairman	2%
PDC Members.....	1%
JH Administrative Supervisor.....	2%

ARTICLE V – COMPENSATION CONTINUED

G. Extra Duty Payments

1. Teachers taking tickets, running score clock, keeping score book, track meet helpers, and other similar duties approved by the Superintendent will be paid ten dollars (\$10.00) per hour.
2. All certified teachers employed beyond their contract year or day for in-service planning, textbook selecting, and curriculum planning will be paid for their service at the rate of sixteen dollars (\$16.00) per hour. Employees who volunteer to help supervise students at dances and elementary night programs and/or approved activities will be paid at the rate of sixteen (\$16.00) per hour.
3. Teachers employed beyond their contract year or day to instruct students will be paid twenty (\$20) per hour if prior approval has been given by the Superintendent. Summer school teachers will be paid at the rate of \$20.00 per hour for instruction and planning performed during the contracted hours. Driver Education instructors will be paid at the rate of \$20.00 per hour.
4. Any teacher who voluntarily performs lunch room supervision shall receive a lunch at the district's expense and shall be compensated at the rate of \$2.50 per lunch period.
5. A teacher will be paid for substituting for another teacher at the rate of one-sixth (1/6th) of the daily substitute rate for each period of substituting. Substituting for elementary music or physical education will be equivalent to one-half (1/2) period, and substituting for art will be equivalent to one full period. Payment is to be made at the end of each semester.

H. Extended Contracts

The salary schedule is based upon the regular school calendar. Any employee whose assignment exceeds the regular employee work year as defined in Article IX E.1 will be additionally compensated at a daily rate of the teacher's basic contract.

ARTICLE V – COMPENSATION CONTINUED

I. Department Heads

Teachers serving as department heads shall receive 1.5 of the hourly rate set forth in Section G-2, Art. V of this agreement for all approved hours worked as a department head.

J. List of Payments

The board shall make available to all staff information on non-contractual payments made by the board. The board shall distribute to each attendance center one copy of a list of non-contractual payments made to teachers. This provision shall not be construed to require the board to violate an individual's privacy rights.

K. Resignation or Retirement Notice Incentive

Employees are encouraged to notify the Board as soon as possible of their intention to resign or retire. The Board will pay employees according to the following schedule if their notice of resignation or retirement is received early:

If a teacher notifies the district by July 1st that they intend to retire/resign at the end of the following school year, the district will add \$1,000 to their final year's contract. Notification must be accompanied by a retirement/resignation letter that the board would act on at the July meeting.

Notice received July 2 nd to January 1 st	\$700
Notice received January 1 through January 31.....	\$500
Notice received February 1 through February 28 (29)	\$200
Notice received March 1 through March 31	\$100

Payment will be made no later than the last regular pay date for the employee.

L. National Board Certification

All teachers who are certified with the National Board for Professional Teaching Standards will be paid a \$1,000.00 additional annual stipend. The teacher has the option of receiving total compensation in the first check or prorating the amount over twelve months. Any money paid to the district by the State of Kansas for National Board Certified Teachers will be distributed to said teachers.

M. Attendance Incentive Bonus

Any fulltime teacher who uses less than two (2) sick/personal/family leave days over the length of an entire school year will receive an attendance incentive bonus and be compensated one additional day at the daily rate of the teacher's contracted pay.

ARTICLE VI - FRINGE BENEFITS

A. Fringe Benefit Program Established

The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each employee to execute a salary reduction agreement, once annually, to cover all premiums for the employee's selected benefits.

B. Sponsored Health Insurance - Defined Benefit

1. In addition to the salaries provided pursuant to Article V, the Board currently participates in the State of Kansas Health Plan and pays 95% of a single insurance plan to each full time employee eligible for the Kansas Public Employees Retirement System. Each employee will have the option to purchase up to a family plan in the defined benefit package or to purchase a plan approved by the insurance committee with additional benefits and lower deductibles. An employee shall have the option of not participating in the district health insurance plan upon furnishing to the district proof of group coverage elsewhere.
2. The Board retains the right to choose the insurance carrier for the District Health Insurance Plan. The Board will consider the alternatives presented by the Association President or the insurance committee as defined in Article VI Section B 3. To the extent the board is the purchaser of a teacher's membership in the district sponsored group health insurance plan, the board is the owner of the policy and, as such, the board shall be entitled to all membership health insurance premium rebates or refunds which may be granted by the insurer.
3. If either the Association or the Board requests a change in the board provided group health insurance plan, a committee will be formed to study the issue and make a recommendation to the board. After consultation with the employees and after consideration of the committee's recommendation, the board shall have the right to select benefits and the carrier. The committee shall consist of the following:
 - a. A teacher from each building level (K-3, G4-6, G7-8, G9-12), to be selected by the teachers;
 - b. One administrators;
 - c. Two Board members;
 - d. Two classified employees.

ARTICLE VI - FRINGE BENEFITS CONTINUED

It is expected that the committee will make a recommendation to the Board within a reasonable amount of time after commencing its discussions. If the committee fails to make a recommendation within a reasonable amount of time, as determined by the Board, the Board may make changes to the Board provided health insurance plan, including but not limited to the benefits and the carrier.

C. Fringe Benefits Offered

Each employee executing a salary reduction agreement for benefits shall allocate a monthly or annual sum to be used for the purchase of the following:

1. Group health insurance
2. Group term life insurance
3. Cancer insurance
4. Disability Insurance
5. Medical Reimbursement
6. Dependent Care Reimbursement
7. Accident/Critical Illness/Hospital Confinement/Indemnity

The Board shall provide each employee a description of the benefit coverage within ten (10) days of the beginning of the school year or the date of employment, which shall include a clear description of conditions and limits of coverage as provided above. When requested by the employee, the Board shall provide applications, and, when necessary, information about the programs.

D. Annuity Program - Requirements

The annuity program is available to all certificated professional employees of USD #377. Employees that wish to enter into annuity agreement with one of the approved companies must properly complete a Salary Reduction Agreement. If at any time the number of participants in any approved program drops below the five (5) member minimum, the remaining employees will be required to select an approved company for any future contributions. Both tax sheltered and ROTH annuities are available. Administration of the tax sheltered and ROTH 403 (b) plans is handled by a third party administrator.

ARTICLE VI - FRINGE BENEFITS CONTINUED

E. New Employees - Annuity Company Selection

It is the intent of the Board of Education to have new employees to the district select an annuity from those companies currently being used in the district.

F. Compensation Reduction Agreement

Certificated professional employees who wish to enter into annuity agreements with approved companies must properly complete a "Compensation Reduction Agreement" which has been approved by the Board of Education.

G. Application Time Limits for an Annuity

Any individual professional employee desiring to contract under the provisions of this section shall express such wishes in writing to the district. All necessary application papers are to be in the payroll office by September 10 and March 10.

H. Health Insurance Cost Changes

The contract year for health insurance is a regular calendar year. An adjustment in the teacher's monthly deduction will be made to reflect any change in the cost.

I. Duty-Free Lunch

All teachers shall have a *30-minute* duty-free lunch period. The building principal may solicit volunteers from the teacher staff to perform lunch room supervision. No teacher shall be required to perform lunch room supervision.

Any teacher who desires to leave the school premises during his or her lunch period shall sign out when leaving the building and sign back in upon return.

J. Payroll Deduction of Dues

The Board shall deduct from the salary of the employee and make appropriate remittance for Association dues. The employee shall authorize such deductions in writing by September 10 of each year. Pursuant to such authorization, the Board shall deduct one-twelfth (1/12) of such dues from the regular salary check of the employee each month for twelve (12) months beginning in September and ending in August of each year.

ARTICLE VI - FRINGE BENEFITS CONTINUED

K. Lifetime Activity Pass

A lifetime activity pass shall be issued to each teacher of USD 377 who retires with 15 years of service to the district. (06/25/08)

L. Family Activity Pass

Each teacher will be provided with a family (immediate family) to all district sponsored events. Family passes will not be accepted at:

- a. KSHSAA play-off or post-season events held in the district;
- b. JH and HS League sponsored tournaments and events; and
- c. Any other event or activity not under the direct authority of the JSH.

ARTICLE VII - EARLY RETIREMENT

A. Early Retirement

Employees of the school district who may find it necessary and desirable to retire from employment with the district prior to normal retirement age may elect to take early retirement under the terms and conditions set forth in this policy. Early Retirement is entirely voluntary and at the discretion of an eligible employee.

B. Eligibility

An employee is eligible for early retirement if such employee:

1. Currently a full-time certified teacher of the school district.
2. Has at least 20 years or more teaching experience in USD #377.
3. Has been employed the equivalent of 50% or more of a full-time position for 25 years.
4. Provides proof of retirement according to KPERS rules and regulations.

C. Application

An employee may apply for early retirement by giving written notice to the Superintendent or his/her designee. Such written notice shall be submitted on or before April 1 preceding the anticipated retirement date and shall include the following information:

1. A statement of the applicant's desire to take early retirement;
2. The date of retirement;
3. The applicant's birth date and age on the date of retirement;
4. The current mailing address and telephone number of the applicant;
5. The number of years the applicant has been employed by the school district;
6. The total number of years of teaching experience in USD #377;
7. Applicant's current salary; and
8. Verification from KPERS of retirement elections.

ARTICLE VII - EARLY RETIREMENT CONTINUED

Following final action on an application for early retirement, the Superintendent or his/her designee shall notify the applicant in writing, of the date and amount of annual early retirement benefits to be paid. A teacher who takes early retirement shall have the responsibility to keep the school district informed of his/her mailing address and telephone number.

D. Health Insurance

Retiring teachers shall receive \$2,001 dollars credit annually not to exceed 5 years towards the district's group health insurance plan provided to all current employees. This credit will be the maximum amount paid for health insurance and this amount will not increase if the costs of insurance increases. The retiring teacher must have been participating in the district's group health insurance plan for the two consecutive school years prior to the date of retirement. Early retirement benefits will terminate at the death of the retired teacher, or after five years in this early retirement program, or upon reaching eligibility for Medicare.

ARTICLE VIII - PROFESSIONAL IMPROVEMENT

A. Time Provided - How Requested - Purpose - Reimbursement Documentation

Professional improvement days may be used for educational purposes, subject to the approval of the principal and the superintendent. A teacher desiring to use a professional improvement day shall file a request with the principal at least one week in advance of the desired absence. Professional improvement days shall be used for the purpose of:

- (1) visitation to view other instructional techniques or programs;
- (2) conferences, workshops, or seminars.

Teachers attending out of district professional development activities must file a written report within two weeks of attendance at such visitation, conference, workshop or seminar. To do this, the teacher must submit a request for points and complete the reflection section of the PDP Toolbox when doing so.

Expenses incurred by teachers for professional improvement leave shall be reimbursed if proper documentation can be shown, and if approved in advance by the Superintendent.

B. Professional Improvement Expense Reimbursement

The Board shall reimburse teachers for reasonable expenses incurred associated with professional improvement conferences or similar activities which may occur on days when school is not in session, upon application to and approval by the Superintendent. Requests for expense reimbursement shall be submitted and approved in advance of the leave.

ARTICLE IX – CONDITIONS OF EMPLOYMENT

A. Teacher Contract Day

The normal duty day shall consist of not more than seven (7) hours and fifty-five (55) minutes. The board shall have the right to determine the number of minutes in the school day, the number of periods and the length of each period within the normal duty day of seven hours and fifty-five minutes. The duty day may be extended to include open houses, special education staffing and faculty meetings as determined by the board and administration.

The board reserves the right to vary the number of minutes in the school day including, but not limited to, the accommodation of the students educational program, student transportation and other such aspects of the school operation as the board may deem appropriate.

B. Teacher In-School Workdays

Teacher in-school workdays without students in attendance shall be scheduled as follows:

- a) One day prior to the first day of classes, reserved for classroom preparation.
- b) One day at the end of the first semester, reserved for grading, other record keeping and individual planning.
- c) One day after classes end at the close of the school year, reserved for grading, other record keeping, and individual planning.
- d) Half-day at the end of the first and third quarter (re: ARTICLE III, E, b) reserved for grading, other record keeping, and individual planning.
- e) No district wide meetings shall be scheduled on in-school workdays when students are not in attendance.

C. Parent-Teacher Conferences

Parent-teacher conferences may be held at times scheduled by the board of education or the administration. Parent-teacher conferences may be scheduled during or after the contract day. If parent-teacher conferences are scheduled after the contract day, such conferences shall be counted toward the number of teacher contract days.

D. New Teacher Orientation

All professional staff new to the school district will be required to attend a one (1) day orientation established by the board. This day will not count as a day in the 186-day contract.

E. Teacher Contract Days & Holidays

1. The number of duty days and inservice days in the basic duty year shall not exceed one hundred and eighty-six days, as determined and scheduled by the board.
2. The following holidays will be observed. The number following each holiday is the minimum number of eligible school days to be used as a holiday.

Labor Day (1)	President's Day (1)
Thanksgiving (3)	Good Friday (2 – Friday/Monday)
Christmas (7)	New Year's (1)
Memorial Day (1)	

(06/24/08, added day to Thanksgiving)
3. Christmas break will begin no later than December 22.

F. Preparation Time

The length of the preparation period shall be determined by the building principal and may vary in length from building to building depending on the length of class periods established by the building principal. The Board shall provide one (1) period per day at the *junior/senior* high school. Grades PK-6 teachers will be provided fifty (50) minutes of plan time per regular school day.

G. Transfer

Definition - The movement of a certified employee to a different assignment, elementary grade level, building, or subject area, shall be considered a transfer. Both unfilled positions and newly created positions shall be considered vacancies.

1. Voluntary Transfers
 - a. The Superintendent shall provide a hardcopy to the Association, an e-mail notification to all teachers, and post in all school buildings a list of vacancies and newly created positions which occur during the year and for the following year before attempting to fill such vacancies. Advertising a position shall not be considered an attempt to fill the vacancy. A listing of said vacancies shall be posted for not less than ten (10) work days prior to their being filled.

ARTICLE IX – CONDITIONS OF EMPLOYMENT CONTINUED

- b. Those applying in writing for transfer within five (5) work days from the date the notice of opening was mailed shall be guaranteed consideration.
- c. The vacancy notice shall include all information given to any placement bureau or anyone else in an effort to fill the position, including building and grade level.
- d. An employee who desires transfer must file a written statement of such desire with the Superintendent indicating his/her preference of assignment(s) or application for a specific vacancy.
- e. Vacancies shall be filled by the best qualified person for the position upon the recommendation of the Superintendent and approval of the Board of Education.
- f. If an employee's request for transfer has been denied, the employee shall be informed in writing within seven (7) days of the filling of the vacancy of the reason(s) for denial of the request.

2. Involuntary Transfers

- a. An involuntary transfer or reassignment during the school year will be made only in case of an emergency or in order to prevent undue disruption of the instructional program.
- b. Notice of involuntary transfer shall be given in writing to employees as soon as possible.
- c. If an involuntary transfer is made, the employee shall be notified by August 1. Any employee involuntarily transferred after August 1 shall receive additional compensation equal to two hundred dollars (\$200) for each additional preparation required by the change with a maximum of twelve hundred dollars (\$1,200). A change in a grade level assignment (PK-4) will be compensated at the maximum amount only in the year of involuntary transfer.

H. Professional Employee Contracts

In the event of failure to give notice that the teacher does not desire continuation of the contract in accordance with K.S.A. 72-5437, the Board may seek liquidated damages for failure to complete the contract by notice to the teacher and retention of \$1,000 as damages.

ARTICLE IX – CONDITIONS OF EMPLOYMENT CONTINUED

I. Teaching License Expiration

If the teacher fails to renew his/her license prior to expiration, the teacher will be given five working days to correct/obtain said license. At the discretion of the Board, the teacher may be removed from the classroom without pay until the proper license is obtained.

J. Teacher Evaluation of Students

A teacher shall maintain the right and responsibility to determine grades and other evaluation of students within the grading policies of the District based upon professional judgment of available criteria pertinent to any given subject area or activity for which the teacher is responsible. No grade or evaluation shall be changed without consultation with the teacher.

ARTICLE X - TEACHER EVALUATION

A. Evaluation Procedure

Teacher evaluation shall be conducted in conformity with state law (K.S.A. 72-9001 et seq.) and shall include the following:

1. An orientation session shall be provided prior to the beginning or within two (2) weeks after the beginning of classes each year for those teachers being evaluated during that particular school year. At the orientation session the evaluator shall describe evaluation objectives and procedures to be followed. Each teacher being evaluated that year shall be provided a copy of the evaluation instrument which will be used in the evaluation process.
2. A minimum of two classroom visitations shall be made by the evaluator of approximately twenty (20) minutes duration each. A minimum of two (2) days notice for at least one (1) of the classroom visitations shall be given to the teacher. At the discretion of the evaluator, one of the visitations may be unannounced. Additional observations may be announced or unannounced as determined by the evaluator.

B. Performance Deficiencies – Procedure

If, at any stage of the evaluation process, some aspect of the employee's performance is alleged to be deficient or inadequate, the evaluator shall inform the employee in writing of the specific deficiency or inadequacy and may provide positive suggestions for improvement. Following a remediation period, the employee will be re-evaluated. Except, however, in instances of alleged violations of board policies, or state or federal laws, the administration may provide suggestions for improvement and no period of remediation shall be required.

C. Performance Observations

All monitoring or observation of the professional performance of employees shall be conducted openly. Any recorded material showing an employee's performance must be shown to the employee and signed permission from that employee must be obtained before it can be shown to persons other than as directed by K.S.A. 72-9005.

D. Employee Remedy

In the event the employee feels that an evaluation is inaccurate, unfair, or incomplete, he/she may initiate a grievance at Level 2 as described in ARTICLE XI of this Agreement.

ARTICLE X - TEACHER EVALUATION (CONTINUED)

E. Review Committee

A committee established by the Board of Education in conformity with state law (K.S.A. 72-9004) will be convened periodically and/or as needed to review the written policy of personnel evaluation procedure. Such review will include an examination of the stated purpose(s), methods and procedures, and all documents employed in the evaluation process. Recommendations for amendments and/or changes will be submitted to the Board of Education. The number of teachers on the committee shall be equal to the number of other members of the committee. The Association shall be allowed to appoint at least three (3) representatives to the committee.

F. Teacher's Right to Append

A teacher shall have the right to attach a written response to an evaluation, such response to be made within two weeks after signing of the original evaluation of the teacher.

ARTICLE XI - GRIEVANCES

A. Purposes

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of the school district at the lowest level.

B. Grievance Defined

A grievance can be filed by a teacher, group of teachers, or the association based on an alleged violation, misinterpretation or misapplication by the district of a negotiated contract or agreement, administrative regulation or practice affecting conditions of employment.

C. Procedures

The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is required to be accomplished shall be considered a maximum and every effort shall be made to expedite the process.

D. Supplemental Conditions

1. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
2. Upon the final determination of the grievance, the documents, communications, and records relating thereto shall be destroyed except a record of the grievance and final adjustment thereof and records required by law to be kept and maintained. No record of the proceedings shall be placed in the personnel files of participants.
3. At each step of the procedure for adjusting grievances after the initial private conference(s) with his immediate administrative supervisor, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.
4. All grievance hearings shall be confidential.
5. All discussions and hearings shall be conducted at times other than when school is in session.
6. All matters for which the law mandates, requires, or demands another form of review, shall be excluded from the grievance procedure.
7. Only the grievant affected may file a grievance or an appeal from Levels 1 and 2.
8. The filing of a grievance at all levels beyond the informal conference in Level 1 shall be in writing and shall be reasonably specific as to the nature of the complaint.

ARTICLE XI – GRIEVANCES CONT.

E. Grievance Levels

LEVEL 1 - A grievant shall first take up the grievance with their immediate supervisor in private informal conference(s) within fifteen (15) school days after the occurrence of the event upon which a grievance is based or after the grievant becomes aware of such event or should have become aware of such event. If the employee is dissatisfied with the outcome of the initial private conference(s), he may request a formal conference with his immediate administrative supervisor. Every effort should be made to develop an understanding of the facts and issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten (10) school days of the last informal conference.

LEVEL 2 - In the event that the grievant is not satisfied with the disposition of the grievance at Level 1 or if no decision is reached within ten (10) school days after formal presentation, the matter may be appealed in writing to the Superintendent. If the grievant appeals the grievance to the Superintendent, the Superintendent or designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) school days after the appeal has been received by the Superintendent. If the grievant does not appeal the grievance to the Superintendent within thirty (30) school days after the formal conference at Level 1, the grievance shall automatically be waived.

LEVEL 3 - If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within twenty (20) school days after the date the grievance was filed with the Superintendent or designated representative under Level 2, then the grievant may appeal the grievance to the Board of Education by submitting a written request to the Clerk of the Board of Education within ten (10) school days after the Superintendent or designated representative has rendered a decision or after the expiration of said twenty (20) days.

If the grievant does not appeal the grievance to the Board within thirty (30) school days after the formal conference at Level 2, the grievance shall automatically be waived.

ARTICLE XII - LEAVE POLICY

A. Sick and Personal Leave

The purpose of Sick Leave is to protect teachers from the loss of income due to personal illness and to protect the welfare of the students.

Personal Leave is for private business, family matters, civic or fraternal activity, or other personal activity.

All full time teachers shall be granted ten (10) days of Sick/Personal leave per year. Any unused leave from previous years shall accrue, provided the total does not exceed sixty (60) days. Sick/Personal leave shall be prorated for any teacher who is contracted for less than full time employment or who begins employment after the beginning of the normal contract year or ends employment prior to the end of the contract year. Anyone who does not complete the school year shall have deducted from his or her paycheck any leave used beyond the amount "earned."

Sick leave days shall be used only for the personal illness or disability of the teacher, except as otherwise provided in this agreement. Teachers may use their accrued sick leave, beyond their 10 personal days allowed each year, for immediate family illnesses. Teachers will be paid for unused sick leave days in excess of fifty (50) days (to a maximum of 60 days) at the daily rate of one-half of the base rate of a beginning BS teacher, Step 1. Payment will be included in the teacher's June pay check of the contract year.

The number of days used for Personal Leave within any school year shall not exceed the number of Sick/Personal Leave days awarded for that contract year. Teachers desiring to take personal leave must file a written request for personal leave at least two days prior to the date the leave is to be taken. Personal leave shall not be taken during the first or last week of school or during scheduled in-service days. The Superintendent may grant exceptions because of an emergency or extenuating circumstances.

A maximum of five (5) teachers (district-wide) will be allowed to take a day's personal leave immediately preceding or following a holiday. The Superintendent may grant exceptions because of an emergency or extenuating circumstances. New teachers will be given 5 personal days for the 1st semester, with 5 to be added during the 2nd semester.

A teacher may use one day of their accrued leave as personal leave, contingent upon the following stipulations: 1) the staff member submitted a personal leave request on or before October 1st of the current school year, and 2) the staff member has no current year allocated leave available to use.

B. Jury Duty

An employee called to jury duty shall be paid regular school wages during the period of service. If a teacher is subpoenaed and is not a party to the action the Superintendent may grant leave day(s) that would count against the sick leave.

ARTICLE XII - LEAVE POLICY (CONTINUED)

C. Military

An unpaid military leave of absence shall be granted to any teacher who is activated for military duty in any branch of the armed forces of the United States. Upon return from military leave, the teacher shall be given consideration for employment in any comparable position which is available at the time of the teacher's return. In the event the board elects to retain such teacher upon his or her return from military duty, the teacher will be placed on the salary schedule based upon his or her education and actual teaching experience.

D. Personal Leave and Absences

On occasion, certain organizations or individuals of the community request the services of a faculty member or employee. Such service should not disturb the instructional proceedings of the school. Staff members will be requested to substitute for the employee on hourly leave in order to eliminate the hiring of a substitute. It is hoped that an equitable interchange of substitutions may be maintained among the staff.

E. Sabbatical Leave

Any employee desiring a Sabbatical Leave shall file written application thereof with his or her principal or supervisor at least ninety (90) days prior to the first day of the requested leave. Such application shall be written in a form prescribed by the Superintendent and shall explain in detail the length of the desired leave, the purpose of the desired leave and the applicant's reasons why said leave will be of benefit to the school district. The Board will approve or deny the application at the meeting in which it is presented by the Superintendent. No Sabbatical Leave shall be granted for a period longer than one year.

The employee receiving a Sabbatical Leave without pay shall not be entitled to any rights and privileges of employment while on Sabbatical Leave. Employees shall not be given credit for experience while on Sabbatical in order to advance a step on the salary schedule when they return to duty, unless the employee on leave is gaining teaching experience while on leave. The employee who is on Sabbatical Leave shall be able to participate in the health insurance plan sponsored by the district; however, the employee shall pay each monthly premium in advance of the monthly due date to the Board of Education Office.

ARTICLE XII - LEAVE POLICY (CONTINUED)

F. Sick Leave Bank

1. Participation shall be voluntary. Those who choose to participate shall contribute one (1) day of their accumulated sick leave to the bank at the beginning of their period of participation.
2. Teachers may enroll in the sick leave bank at the beginning of each contract year but must submit the appropriate form by October 1. Any teacher on duty from the beginning of the contract year desiring to enroll after October 1 must wait until the following year. Teachers hired after the beginning of the contract year who desire to enroll must do so within thirty (30) calendar days after their first day at work or by October 1 of the current contract year, whichever is later.
3. Only participating teachers are eligible to draw from the bank. Each person, before using the bank, shall deplete his or her accumulated sick leave.
4. Teachers shall not be allowed to withdraw days from the sick leave bank for any days for which workers' compensation benefits are received.
5. In order for a staff member to participate in the employee/family sick leave bank, he or she must donate one day of sick leave at the beginning of each school year.
6. A staff member upon retirement may donate two days to the sick leave bank.
7. A committee of eight (four teachers K-3 (1), G4-6 (1), G7-8 (1), G9-12 (1), three classified, and a building principal) shall grant or deny any request made to the sick leave bank for sick leave days. Requests for sick leave days should be made to the sick leave bank administrator. Decisions approved by the majority of the committee are final.

The committee members shall use the following criteria in administering the bank and rendering their decision.

- a. Medical evidence of serious illness
 - b. Employee has used all accumulative leave days
 - c. History of use of sick leave during the year
8. Sick bank leave may be requested by the employee for illness, injury, or death in the immediate family (Re: ARTICLE III, I). The central office shall maintain records of sick bank use.
 9. Requests must be accompanied by physician's statement and indicate estimated number of sick days requested.

ARTICLE XII - LEAVE POLICY (CONTINUED)

10. Eligible participants may join the sick leave bank by donating one day of his/her accumulated sick leave each year until such time as the bank reaches a maximum of 200 days. In the event that the maximum is met only new members will donate days.
11. Total amount of sick leave granted from the bank by the committee for one person cannot exceed twenty (20) working days per school year.
12. Any employee who is a member of the sick leave bank who has used up all accumulated sick leave, as well as all twenty (20) sick leave bank days, may petition the sick leave bank committee to solicit individual donations from employees. The petition will indicate the number of days needed along with a statement of need that explains the circumstances for which the additional days are being requested.

G. PAY FOR ACCUMULATED SICK LEAVE

Upon retirement from the district, teachers with 10 consecutive years of experience in USD #377 will be paid \$100 per five (5) days of accumulated sick leave.

ARTICLE XIII - ASSOCIATION RIGHTS

A. Right to Access to Building

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that classroom activities are not interrupted.

B. Right to Communication

The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards. The Association shall have the use of the teacher mail boxes for communication to teachers.

C. Use of Facilities and Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The Association shall have the right to use school buildings at reasonable hours for meetings. No charge shall be made for use of school rooms before 6:00 p.m. on school days.

D. Association Leave

The Association shall be provided with nine (9) days of paid leave to be used by teachers who are officers or agents of the Association. The use of Association Leave shall be at the discretion of the Association, and upon authorization by the Association president submitted in writing to the Superintendent. When more than three (3) teachers will be using Association Leave on any given day, the Association agrees to notify the Superintendent's office one week in advance of the use of such leave. If three (3) teachers or fewer will be using Association Leave, the Association agrees to notify the Superintendent's office no less than 24 hours in advance of the use of such leave.

ARTICLE XIII - ASSOCIATION RIGHTS CONTINUED

E. Reproduction of Agreement

Copies of this agreement titled, “Agreement Between The Atchison County Teachers’ Association And The Board Of Education Of Unified School District No. 377” shall be printed at the expense of the Board. The ratified agreement will be printed on letter-size paper and ten (10) copies provided to the president of the Atchison County Education Association. In the event a proposed agreement is rejected, the Board will be required to supply copies only of any changes in the agreement prior to the next ratification vote. The Board of Education shall post a copy on the district web site as soon as possible, but no later than two days following ratification.

ARTICLE XIV – OFFICIAL PERSONNEL RECORDS

A. Teacher Access to District Human Resources File

All material compiled in a teacher's official Human Resources file during the period of employment, including evaluation documents, shall be available for inspection by the teacher during regular office hours under the supervision of the clerk or superintendent. Excluded from the teacher's inspection shall be any confidential college credentials. The teacher may obtain, upon written request, a copy of material in his/her file not excluded from his/her inspection. At the teacher's option, a person of the teacher's choosing may accompany the teacher for inspection. At the option of the superintendent, an administrator may be present during the inspection by the teacher.

B. Teacher's Right to Respond

The teacher shall have the right to respond to any material subject to inspection in his/her Human Resources file within two (2) weeks following presentation of the documents to the teacher. Such response shall be affixed to the material and placed in the teacher's Human Resources file.

**ARTICLE XV - MEETING OF BOARD OF EDUCATION AND REPRESENTATIVES OF
THE ATCHISON COUNTY TEACHERS ASSOCIATION**

A. Right to Meeting

The Board of Education may call a special board meeting to meet with the representatives of the Atchison County Teachers Association to discuss mutual concerns affecting the educational environment of USD #377. Any such special meeting of the Board of Education shall be called in accordance with Kansas law. The Association may provide recommendations as to the time and place of the special board meeting by providing written notification of its desires to the Clerk of the Board.

The President of the Board in consultation with the President of the Association shall determine site and time of the meeting.

ARTICLE XVI - REFERENCE CLAUSE

This agreement shall be incorporated by reference into each employee's individual teaching contract with the same force and effect as though fully set forth therein.

ARTICLE XVII - DURATION OF AGREEMENT

This agreement shall become effective August 15, 2016, and shall continue in force and effect to and including June 30, 2017. This agreement may also be amended at any time by mutual consent of the Association and the Board.

ATCHISON COUNTY TEACHERS ASSOCIATION

By _____
(President)

Date Signed

BOARD OF EDUCATION, USD 377

By _____
(President)

Date Signed