

USD 494
Negotiated Agreement
2020-21

**UNIFIED SCHOOL DISTRICT NO. 494
P.O. Box 1187
Syracuse, KS 67878**

2020-2021 Negotiated Agreement

**President, Syracuse Education Association
Steve McAllister**

**President, USD 494 Board of Education
Dr. Dan Kullot**

**Negotiator, Syracuse Education Association
Charles Pollart**

**Negotiator, USD 494 Board of Education
Matthew Lampe**

Date of Ratification

Date of Ratification

Additional S.E.A. Negotiation Team Members:

Additional BOE Negotiating Team Member(s):

Sarah Schwerdfeger

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THIS CONTRACT IS EFFECTIVE BEGINNING JULY 1, 2020 AND ENDS ON JUNE 30, 2021

ARTICLE I. DEFINITIONS

- A. Administration:** All employees so designated by the Board as serving the District in an administrative capacity.
- B. Association:** Syracuse Education Association, affiliated with Kansas-National Educational Association and the National Educational Association.
- C. Board:** The Board of Education of Unified School District No. 494, Hamilton County, Kansas.
- D. Days:** Except when otherwise indicated, days shall mean school days.
- E. District:** Unified School District (U. S. D.) No. 494
- F. Employee:** The terms “employee” and “teacher” may be used interchangeably but shall mean the same.
- G. He, Him, His:** Shall apply as appropriate to the male and/or female person(s).
- H. K-NEA:** Kansas-National Education Association.
- I. NEA:** National Education Association.
- J. Superintendent:** Superintendent of Schools of Unified School District No. 494, Hamilton County, Kansas.
- K. Teacher:** All licensed employees except administrators employed.
- L. Immediate Supervisor:** Refers to the building Principal.
- M. Immediate Family:** This shall include the licensed employee’s spouse, children, parents, brothers, sisters, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, grandparents, grandparents of the spouse and grandchildren.
- N. Reimbursement:** Reimbursement for activities such as gate-keeping, score book, pep bus, etc.
- O. Supplemental Pay:** Reimbursement for those activities covered by supplemental contracts such as coaching, music, and sponsorships.
- P. Management Rights Clause (2009-10):** The Teachers’ Association recognizes that the Board has the authority and the responsibility to manage and direct, on behalf of the public, the operation and activities of the school district to the full extent authorized by law with such authority and responsibility being exercised by the Board in conformity with the provisions of this Agreement and the laws of the state of Kansas.

The Board recognizes that this provision does not waive or limit the negotiability of any item affecting the wages, hours, and conditions of employment of professional employees which has been determined by the Legislature of the State of Kansas or a court of competent jurisdiction to be negotiable.

ARTICLE II. SALARY AND WAGES

Section A. Salary Schedule - Base Salary \$39,000 (2020-21) *see last page*

1. This agreement shall remain in force for a term of one year commencing on July 1, 2020 and ending on June 30, 2021.

Section B. Placement on Salary Schedule

1. Full credit for education and experience will be granted to teachers transferring into U.S.D. 494 from other schools accredited by their respective states or by another recognized school accreditation agency. (1994-95)
2. The board of education reserves the right to exceed the salary schedule to obtain the services of a teacher if it is for the good of the district.
3. Undergraduate hours may not be used for horizontal advancement on the salary schedule except under the following conditions:
 - A. That the administration and/or teacher request such a class be taken as a result of a change in teaching assignment.
 - B. That the class being taken specifically applies to the new instructional assignment.
 - C. That prior approval of the superintendent is obtained.
 - D. Teachers working toward renewal of teaching license should evaluate this work with the superintendent.
4. When a teacher is placed on a formal plan of assistance by **February 15th** of the current school year pursuant to the policy of the board of education, that teacher shall not move vertically or horizontally on the salary schedule for the following school year unless the building principal determines the teacher has made satisfactory improvement by May 1 of that school year. (2007-08) The teacher's salary will be frozen if there is a raise with the base salary until the building principal determines the teacher has made satisfactory improvement by May 1 of that school year.
5. Any mistakes in compensation due to errors in placement on the salary schedule can only be adjusted during the current contract year. (1998-99)
6. Vertical steps are only an experience factor and do not necessarily reflect the actual number of years taught. Teachers may advance only one experience step per year. Provided further, that once teachers reach the highest step which a particular column allows, said teachers will remain "frozen" on that step until they qualify to move to a higher column on the salary schedule. (1999-2000)
7. The board of education believes that the quality of education for the students of Unified School District No. 494 is enhanced when teachers receive additional schooling and/or training. As a result of this belief, the board has established incentives to encourage teachers. These incentives include both the opportunities to advance on the salary schedule as well as to receive partial reimbursement for the expenses involved in obtaining additional college hours.

Teachers have the opportunity to receive these incentives provided they enroll in and gain credit for additional college hours and/or training that has been approved in advance and are made part of the teacher's **PROFESSIONAL DEVELOPMENT PLAN (PDP)**.

Teachers may advance horizontally, with the exception of a teacher on a formal plan of assistance, on the salary schedule by earning advanced degrees, by presenting a sufficient number of approved college hours, by presenting a sufficient number of approved in-service points, or by presenting a combination of approved PDP points and college hours to the superintendent prior to the beginning of the school year. Written notification of intent to move horizontally on the pay scale shall be presented to the superintendent no later than **May 1** of the current contact year.

Information relating to salary schedule advancement must be provided to the district's administrative office by **August 15**. An official transcript or other evidence of additional credit suitable to the superintendent, showing the additional hours earned or degree received must be presented before advancement will be considered. The employee will not be officially advanced on the salary schedule until the superintendent has received an official transcript or official document of in-service points.

Teachers may advance horizontally on the salary schedule under the following conditions:

1. The superintendent must approve the college course. Approval by the superintendent shall be based upon his/her subjective opinion as to whether such hour or hours are directly related to the teacher's area of licensure or assignment.
2. Only teachers who have a current **PDP (Professional Development Plan)** on file with the District's Professional Development Council or other state approved plan may count their PDP points toward horizontal movement. Points earned at in-services or workshops may be counted toward college hours as determined by policies and guidelines as set forth by the Professional Development Plan and the Kansas State Department of Education. In-service points shall be credited toward movement at the rate of twenty (20) in-service points equaling one (1) college credit hour.
3. All PDP points to be used for movement on the salary scale must be identified within the individual teacher's Professional Development Plan. (2005-06)
4. Licensed staff may use PDP points or a combination of PDP points and college credit to move horizontally in all columns except movement from BS to MS. The licensed staff member must hold a Masters Degree before PDP points can be used for movement horizontally in the MS plus columns. To advance on BS columns, one-half of the college hours needed may be PDP points. To advance on the MS columns, all PDP points are accepted.
5. Only hours earned after the granting of the last degree will count toward salary schedule movement.
6. Points are valid for five years. (2007-08)

Section C. Teacher Contract Days (2006-07)

1. The number of teacher contract days shall be 153 days. 168 days shall be scheduled by the Board of Education. (2019-20) A minimum of seven (7) contract days shall be non-student contact days. The student day and teacher workday shall be scheduled by the Board of Education. The teacher workday shall not exceed eight (8) hours and five (5) minutes. (2002-03)
2. All teachers will be allocated planning time. Allocated planning time will normally be free of assigned tasks; exceptions are special education meetings, meetings with parents, and other professional activities required by the building principal. During a four day week, all teachers will be assigned total planning time of not less than 200 minutes. The total amount of time granted may vary between elementary, junior high, and senior high.
3. Teachers will be allowed 3 ½ hours for non-student contact on the last day of each nine weeks for the purpose of completing necessary work for student records.
4. Duties assigned during all contract days are at the discretion of the Board or designee(s) regardless of the designated title of the particular day, i.e. Work Day, In-Service, etc.

Section D. Supplemental Salaries (1996-97)

1. If a new supplemental position is created during the school year, the superintendent and Board of Education shall establish the salary for the current school year only. The bargaining teams will negotiate the salary for the newly created position each succeeding year. (2000-01)
2. Supplemental salaries will be paid in addition to the teaching salary and will be a percentage of the base salary (BS+0). These salaries are paid with the regular monthly salary with the exception of the weight training sponsor/s and summer school coordinator/s salaries that will be paid as duties are performed. (2005-06)
3. The Board of Education reserves the right to freeze summer school salaries in the event state funding

is inadequate to continue with salary increases per negotiated agreement. (2008-09)

4. See attached Supplemental Salary Schedules – Appendix C

Section E. Extra Duty Pay (1996-97)

Payment for all extra duties will be paid monthly with regular payroll. (Rev. 2017-18) Extra Duty pay shall only apply to hours worked outside the contracted school day (7:40 a.m. – 3:40 p.m.).

Clock Person, Scorebook	10.00 Per Hour (2012-13)
Gate Person	10.00 Per Hour (2012-13)
Pep Club	10.00 Per Trip
Concession Stand	10.00 Per Hour (2012-13)
Golf Tournament Worker	10.00 Per Hour (2012-13)
Forensics/Scholars Bowl Worker	10.00 Per Hour (2012-13)
Cross Country Meet Worker	10.00 Per Hour (2012-13)
Track Worker	10.00 Per Hour (2012-13)
Substitute in the classroom*	25.00 Per Hour (2013-14)
Literacy Night/Open House/Parent's Night	10.00 Per Hour (2007-2008)
Music Programs Supervision (not coordinator)	10.00 Per Hour (1999-2000)

** (This only applies to planning periods). Covering another teacher's class during the contracted day (except for planning periods) is **not** considered extra duty, but rather falls within the regular contract as an assigned duty. Doubling up classes shall only be practiced in special or emergency situations when all other substituting options have been exhausted and then only for short periods of time as mutually agreed upon by the effected teachers and/or administration, and shall **not** be compensated.*

When substituting for another teacher *as the result of a scheduled school activity*, the teacher will be given at least 24 hours' notice. Should such notice not be given, the teacher will have the choice of either refusing the assignment or receiving 25.00 per hour for the assignment. (2019-20)

Extra Duties Based on Hourly Rates:

In the event that hourly duties are required outside of the contract, such as scoring competency tests and QPA/NCA committee work, the superintendent and/or the Board of Education may, at their discretion, compensate the teacher at the rate of \$25.00 per hour. The work must be performed on-site. Each employee will be responsible for keeping an accurate record of the extra duty performed and the time required for the extra duty and present documentation to the superintendent prior to payment. (2019-20)

Section F. Extended Contracts (2000-01)

1. Extended Contract Days Based on Professional Services:

If the superintendent and/or Board of Education require additional duties from licensed personnel, the following procedures shall be followed. The number of days of the extended contract shall be determined by the Board of Education. The extended contract days shall not be a part of the primary contract and must be approved in advance by the Board of Education and the individual teacher on at least an annual basis. The extended contract may be reduced or eliminated as deemed appropriate by the superintendent and/or Board of Education. The superintendent and/or Board of Education shall establish the terms of the extended contract.

2. Extended Contract Days Based on Need:

The method of payment will be determined by figuring a daily rate for the employee(s), the base salary divided by the number of contract days, and then multiplying the daily figure times the number of additional days in the extended contract. The superintendent and/or board of education may, at their discretion, exceed the method of payment described above to compensate for particular individuals whose responsibilities and duties exceed those generally associated with the special project and/or need.

Section G. Payroll Deduction of Dues (1989-90)

Within thirty (30) days after receipt of written authorization from the teacher, the board shall deduct from the salary of the employee and make appropriate remittance for association dues. Such authorization shall continue in effect from year to year until the employee notifies the association president in writing on or before August 31 of his or her desire to terminate membership and payroll deduction of dues. The association will notify the central office to discontinue payroll deduction of an employee desiring so within

seven (7) working days after August 31. (2007-08)

Pursuant to such authorization, the board shall deduct one - tenth (1/10) of the total annual dues from the regular salary check of the employee each month from September through June. Any authorization signed after the issuance of the September salary check shall be equally divided by the months remaining through the month of June.

It is the responsibility of the association to notify the central office of the amounts to be deducted. Any balance due upon the employee's termination of employment shall be deducted from the individual's final check.

Section H. Additional Compensation (1998-99)

The following duties are not considered supplemental or extra duties, but are a part of the teacher's primary teaching duties. These duties will be performed by the teacher assigned to the corresponding class assignment. These duties will be scheduled by the building principal/s. Additional compensation will be paid based on a percentage of base salary as follows:

HS/JH Vocal Music	0.090	
Elementary Music	0.025	<i>*coordinators receive no additional pay</i>
Yearbook	0.040	<i>for extra hours at concerts, etc. (the</i>
Art Sponsor	0.025	<i>purpose of the additional compensation</i>
District Technology Coordinator	0.100	<i>is precisely for the extra work)</i>

See supplemental salary schedule – Appendix C

ARTICLE III. FRINGE BENEFITS

Section A. Employer-Paid Plan (2002-03)

The board shall maintain a fringe benefit program that will comply with Section 125 of the Internal Revenue Code.

Section B. Salary Reduction Agreement (1990-91)

The board shall also provide the opportunity for each teacher to execute a salary reduction agreement, once annually, which will not exceed the maximum amount allowed by law, if additional benefits are selected and the board contribution does not cover the premiums. Once the annual allocation is made for each selected benefit, the only change(s) allowed will be for the fluctuation in health care benefits, change in family status (marriage, divorce, death of spouse or child, birth or adoption of a child) and termination of employment of spouse, termination of employment or a change in employment status.

Section C. Other Provisions

1. The board shall provide each teacher a description of the benefit coverage provided within ten (10) days at 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 teacher, the board shall provide applications and, when necessary, information about the programs. (1987-88)
2. If an individual's contract is terminated or non-renewed, the board agrees to continue the teacher's insurance coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act 1985 (COBRA).
3. A list of companies approved to offer tax sheltered annuity plans to the school will be available in the central office for all teachers. New companies can be added to this list if they are approved by the Superintendent of Schools and the association president. An approved plan must have five (5) people enrolled in the plan and must maintain two (2) enrollees to be considered for payroll deduction. (1994-95)

Section D. School Group Health Insurance Fringe Benefit (2002-03)

The board shall provide the teachers with a Health Care Program. The program shall meet the prescribed requirements for unified school districts to participate in a Health Benefits Program. The board shall pay the employers share as set forth in the requirements, and the teachers shall be responsible for the remaining premiums. All participants shall comply with all of the rules, regulations, and

requirements as set forth by the Health Care Program. (2019-20)

ARTICLE IV. PROFESSIONAL DEVELOPMENT PLAN

Section A. Licensure Requirements (2005-06)

Teachers will adhere to the new regulations adopted in 2003 on teacher licensure from the Kansas State Department of Education. Beginning teachers will receive a two (2) year conditional license which can be renewed then for a five (5) year professional license.

All credit hours applicable to renewing a license must be semester credit hours earned through a regionally accredited college or university. This criteria applies to both on-campus and online courses.

Professional Development Council must approve professional development points, including college credit. Renewal activities must be completed during the term of the license. Renewal may be submitted six months prior to expiration.

No “masters plus experience” for graduate degrees earned after September 1, 2003.

Section B. Professional Development Council (1997-98)

The Professional Development Council will be responsible for assessing the needs of the staff and planning all local in-service activities and programs. The membership of the Professional Development Council shall consist of seven (7) members: two (2) secondary school teachers, two (2) elementary school teachers, two (2) building level administrators, and the superintendent as an ex officio member.

Terms of office and procedures for election are delineated in the Professional Development Plan. All teachers will be given a copy of the full plan and any revisions as they occur.

ARTICLE V. COMPENSATION FOR COLLEGE HOURS (2019-20)

The board of education will compensate its professional employees for additional college hours at the following rate:

1. Graduate hours in the teacher’s area(s) of academic licensure will be compensated at a rate of two hundred dollars (\$200) per semester hour.
2. Courses taken at the request of the administration and/or board of education will be reimbursed at actual cost whether the course is graduate or undergraduate level course.

The superintendent of schools must approve all hours in advance. Payment will be made by separate check twice per year. Official transcripts for spring and summer classes must be received in the district office by October 1 for fall payment. Official transcripts for fall classes must be received in the district office by March 1 for spring payment, but not later than October 1 for final opportunity of payment. Spring and summer payment will be made by October 31, and fall payment will be made by March 31. No payment will be made for any hours received beyond the final deadline dates. No payment will be made for hours of teachers who are not returning to the district.

*If a teacher voluntarily leaves the district within two full academic years following district payment for any college class, the teacher must reimburse the district the full amount paid by the District. In other words, Teachers must work in the District for two full academic years after the semester in which said teacher was compensated by the District for each and every college class, or reimburse the full amount paid by the District. (2016/17)

ARTICLE VI. LEAVES (1993-94)

The board recognizes that absences by a teacher at various times throughout the year are unavoidable; however, any absence of the teacher from the classroom has a detrimental effect on the progress of the students. (1997-98)

Section A. Sick Leave

Sick leave is defined as days absent from duty because of personal illness/injury and/or disability, or illness/injury and/or disability of employee's children, spouse or immediate family (per description under emergency leave, p. 11, Section D). No deduction is made in the monthly or annual salary of the teacher for earned and approved sick leave days. (2008-09)

All full time teachers will be credited with (15) days of sick leave per year upon the first full day of service unless said teacher has accumulated the maximum allowable of 110 sick leave days prior to the first full day of service in the new contract year. Any teacher who is employed less than full time will be credited with sick leave days on a prorated basis. Sick leave days may be accumulated to a maximum of (110) days only; however, before any accumulated sick leave may be used, a doctor's statement concerning the licensed employee's or licensed employee's children or spouse physical condition must be provided. (2000-01)

Teachers shall be informed by September payroll date of each school year of the number of days of sick leave that they have accumulated as of the first full day of service for the school year.

On approved KPERs retirement, the employee shall be paid for unused sick leave up to maximum of (110) days at \$10.00 per day.

Termination of employment other than by retirement shall void all accumulated sick leave.

The teacher shall notify his/her building principal as early as possible when taking sick leave.

In order to protect the licensed employee and the Board of Education, the board reserves the right to request a doctor's statement from the licensed employee concerning the physical condition of the licensed employee or the licensed employee's children or spouse at any time in case of illness regardless of cause. Sick leave must be used only for illness/injury and/or disability of the licensed employee or licensed employee's children or spouse, and not merely as a matter of convenience in the home. Any sick leave used the day before or the day after any scheduled vacation, holiday or inservice day or during the last three weeks of the school year must be supported by a doctor's statement concerning the licensed employee's or licensed employee's children or spouse's physical condition.

Abuse or misuse of sick leave shall be determined by the principal and/or by the superintendent. If abuse or misuse of sick leave is determined, the sick leave will be denied. The teacher can appeal the denial to the Board of Education.

Section B. Sick Leave Bank (1997-98)

1. A sick leave bank, to be used for a illness or injury of the teacher only and maternity/paternity, will be established for licensed employees on a fiscal year basis. The days in the sick leave bank will not be accumulative and will not carry over into the next fiscal year. (2005-06)
2. Licensed personnel wishing to become members of the sick leave bank must complete the sick leave bank application form issued from the central office by September 1 of each school year. Licensed personnel who elect to become members of the sick leave bank may donate two (2) days of their current sick leave to the sick leave bank. The two (2) days will be deducted from the 15 days of sick leave allowed each year to the licensed employee upon their first full day of service. Sick leave days used for the sick leave bank will not be taken from the maximum 110 accumulative days that a licensed employee may have earned. (1997-98)

3. Only teachers who have donated sick leave to the sick leave bank by September 1 of the current school year are eligible to make application for and to use days from the sick leave bank. (1997-98)
4. A participating teacher must use all of his/her sick leave and business leave before making application to the sick leave bank. (2005-06)
5. Each year a committee shall be elected by the teachers participating in the sick leave bank. The committee will consist of four (4) licensed personnel: (1) S.H./J.H. teacher, (1) Elementary teacher, and (2) teachers at-large. A school administrator will serve in a non-voting capacity. The committee will elect someone from the committee to act as chairperson for the year. Committee members will serve for only one (1) year, but may be re-elected for successive years. Any decisions made by the committee may be appealed to the board of education. (1997-98)
6. A participating employee must make written application, including the number of day/s requested and the reason for the request, and present the application to the committee. A physician's statement documenting the nature of the illness or injury may be requested by the committee. (2005-06)
7. In the case of two or more applications at the same time for sick leave bank days amounting to more than the number of days in the sick leave bank, the committee will study the applications and shall determine who shall receive the benefit and the number of days to be allowed and report their decision to the superintendent. (1997-98)
8. In the case of an application being received after all sick leave bank days have been used, the committee may consider requesting additional sick leave bank days from the certified staff.
9. In the case of unused sick leave bank days remaining at the end of the year, all remaining days will be prorated back to the teachers who donated to the sick leave bank. Teachers who participated in and benefited from the sick leave bank will not receive any of the unused days. (2019-20)

Section C. Business Leave (1993-94)

Teachers shall be given (2) two days of business leave per year, accumulative to (8) eight days. The business leave may be used by notifying the school administration at least forty-eight (48) hours in advance of the day(s) requested.

Two days of consecutive leave will be granted with no requirement that a reason be given if the business leave requests do not exceed 10% of the licensed staff on the same day. If the business leave requests do not exceed 10% of the licensed staff on the same day, the business leave request will be granted at the building principal/s and/or superintendent's discretion and if suitable substitutes can be found. Three or more consecutive leave days will be granted if the administration believes the reason justifies such use and suitable substitutes can be found.

The building principal is to base his/her recommendation for approval or denial of the requested business leave to the superintendent on the following criteria: (2009-10)

1. Availability of suitable substitute to be employed.
2. Need of the staff member requesting the leave to be at school because of a scheduled school activity. (Example: in-services, field trips, sports events, etc.)
3. The rate of absenteeism from school of the staff member requesting the leave (In reviewing a request where high absenteeism has occurred by a staff member, administration will acknowledge the following as reasons for excluding a denial)
 1. Long-term illness
 2. Injury/accident which resulted in on-going therapy and long healing time
 3. Family member with severe illness and/or injury
 4. Military obligations
 5. Natural disaster/fire which causes damage/loss of staff member's home
 6. School-sponsored activities
4. The total number of leave days for all purposes (sick, emergency, business, association, professional, and maternity) for the week of the requested leave date.

5. With any request beyond two (2) days, the staff member will need to verify that the leave is for business purposes.

In the event several teachers request the same day(s) and suitable substitutes cannot be found to cover the teacher absences adequately, priority will be given to any emergencies and then to those who presented their notifications earliest.

Business leave should not be used at the following times: during beginning-of-the-year orientation, the first and last two weeks of school, during semester tests, on scheduled in-service days, during the regular school term, and the day prior or the day following a regularly scheduled school vacation. (2009-10)

Section D. Emergency Leave (1993-94)

A maximum of ten (10) days absence for bereavement and/or life-threatening illness or injury without deduction in pay during any school year shall be allowed for reasons of bereavement/life-threatening illness or injury in the immediate family. (2008-09)

The “immediate family” shall include the licensed employee’s spouse, children, parents, brothers, sisters, father in-law, mother-in-law, brothers-in-law, sisters-in-law, grandparents, grandparents of spouse, and grandchildren.

Emergency leave shall not be accumulative.

Emergency leave shall not be deducted from sick leave or business leave. The licensed employee shall notify the principal as early as possible when taking emergency leave.

Section E. Association Business Leave

A total of five (5) teacher days will be available for the representatives of the local teachers association to attend meetings of the state association. A teacher day is the equivalent of one teacher being absent for one (1) day. Any use of days over five (5) will require a deduction of salary or the use of the individual teacher’s business leave. (2009-10)

Section F. Deduction of Pay (1993-94)

The rate per day at which salary will be deducted for absence not covered by leave shall be figured by dividing the total number of teacher contract days into the current base pay.

Section G. Sabbatical Leave (1999-2000)

Sabbatical leaves may be granted at the discretion of the Board without pay. The board may grant a period of unpaid leave as determined by the Board. The Board shall not be required to pay any salary or benefits during periods of unpaid leave except as may be required by law.

Section H. Professional Leave (1999-2000)

Teachers may be granted professional leave. The superintendent shall have the authority to grant leaves of absence for any employee during any school year for the purpose of attending educational conferences or school visitations. All leaves for exchange teaching may be granted at the discretion of the board.

Section I. – Maternity/Paternity (2005-2006)

The employee will be covered by the Family and Medical Leave Act and have full use of their business and sick leave days. To be considered for the sick leave bank, the employee must exhaust all business and sick leave days before applying for a maximum of ten (10) days from the sick bank. The employee must have contributed to the sick leave bank to be eligible. (2009-10)

Section J. - Leave Plan 1 (2014-2015)

Sections A. through I. combined above, as written, constitute what is hereinafter called **Leave Plan 1**; it is the current Leave Policy (2013/14). **Section K.** below constitutes what is hereinafter called **Leave Plan 2**. Leave Plan 2 shall be an option beginning with the 2014/15 school year. Certified employees must make a plan selection before September 1 of the current school year, and may not switch plans until the succeeding school year. Teachers may stay in Plan 1 as long as they choose, but once Plan 2 is selected, that teacher must remain with Plan 2 for his/her entire tenure with USD #494. Teachers may not switch back from Plan 2 to Plan 1.

Section K. – Leave Plan 2 (2014-2015)

(This section modifies Only Sections A and C above. All other sections under **Article VI- Leaves** remain in effect when choosing Leave Plan 2.) Teachers will retain unused sick leave days up to a total of 110 days when switching to Plan 2, and will be paid \$10 per day upon retirement as in Plan 1.

Unused sick days can be used by teachers in Plan 2, but only after all discretionary leave days have been used. The total sick leave days will be reduced by the number used and cannot be replenished.

Teachers may also retain up to a maximum of 4 personal days and carry them into Plan 2. Once those are exhausted no additional personal days may accumulate as the designation “personal day” does not exist in Plan 2.

1. Each teacher will be credited with **15** Discretionary Leave days on the first day of the school year. These days may be taken at the discretion of the teacher for any purpose. If possible, the teacher should provide advance notice when using discretionary leave. Discretionary leave (2 days) can be donated to the sick bank just as in Leave Plan 1, and will be deducted from the total. All discretionary days must be used before application to the sick bank. All Sick Bank rules apply.
2. Building administration will make the final determination on leave requests for beginning-of-the-year orientation, the first and last two weeks of school, during semester tests, on scheduled in-service days, during the regular school term, and the day prior or the day following a regularly scheduled school vacation.
3. At the conclusion of each school year, teachers will be paid **\$50** per unused day of Discretionary Leave. Payment will be by separate check during the next scheduled payroll. Discretionary Leave does not accumulate.

ARTICLE VII. GRIEVANCE PROCEDURE (2009-10)

A. PURPOSE

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees, groups of employees, or the Syracuse Education Association at the lowest level.

B. DEFINITIONS

Grievance shall mean any alleged violation, misinterpretation or misapplication of the terms and conditions of an employee’s contract, a negotiated item, a state regulation, a board policy, or in cases of termination. The definition of Grievance and the Grievance procedure does not include or apply to non-renewal of contracts unless the non-renewed teacher has been offered the 4th year contract in the District. A grievance may be filed by an employee, a group of employees, or by the Teachers’ Association.

C. PROCEDURES IN GENERAL

The adjustment of grievances shall be accomplished as soon as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum, and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this Article may be extended or reduced by mutual consent of the grievant and the person(s) by whom a grievance is being considered.

D. GRIEVANCE COMMITTEE

A grievance committee shall be selected by September 15 each year to assist members of the licensed teaching staff in filing a grievance. The committee shall be selected at an all-school faculty meeting and shall consist of three teachers, one selected by the elementary faculty, one selected by the junior-senior high faculty, and one member chosen at-large. Their names shall be submitted in writing to the district office on or before September 20.

.....
Level 1. A grievant or the grievant representative shall take up a grievance with the building administrative supervisor in a private informal conference within ten (10) school days after the occurrence of the event upon which a grievance is based or after the grievant becomes aware of such event. If the employee is dissatisfied with the outcome of the initial private conference, a formal conference with the building administrative supervisor may be requested in writing in

which every effort is made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within five (5) school days of the informal conference.

- Level 2. In the event that the grievant is not satisfied with the disposition of the grievance at Level 1, or in the event that no decision is reached within ten (10) school days after a formal presentation, the grievant may appeal the matter in writing to the Superintendent of Schools.

If the grievant appeals to the Superintendent, the Superintendent and/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. A written decision will be given to the grievant within ten (10) school days.

If the grievant does not appeal the grievance to the Superintendent within ten (10) school days after the formal conference at Level 1, the grievance shall be deemed to be resolved, and the right to appeal waived.

- Level 3. If the grievance has not been settled after Level 2, or in the event no final decision has been reached within five (5) school days, the grievant may submit the grievance to a federal mediator within fifteen (15) school days after receipt of the decision of Level 2. The mediator, grievant, and school administration shall meet in an effort to resolve the grievance.

- Level 4. If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within ten (10) school days after the meeting with the mediator under Level 3, the grievant may then appeal the grievance to the Board of Education for the purpose of final adjustment of the grievance by submitting a written request to the clerk of the board within ten (10) school days after the conclusion of the meeting with the mediator has taken place. The Board of Education will hear the grievance and make findings and a decision. The Board of Education may have legal representation for their hearing with the grievant. Findings and a decision shall be made by the Board within fifteen (15) school days after the grievance has been heard, and a written decision will be served to the grievant.

E. 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) At each step of the procedure for adjusting grievances after the initial private conference(s) with the immediate building administrator, the grievant shall be entitled to be accompanied by Teachers' Association and/or be represented by legal counsel to help in reaching an acceptable adjustment of the grievance.
- (3) All grievance hearings shall be confidential.
- (4) All discussions and hearings shall be conducted at times other than when school is in session.
- (5) Excluded from the grievance procedure shall be matters for which law mandates another method of review.
- (6) 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 grievance, including the time, date, and the place of the event or act and the names and addresses of any witnesses thereto.
- (7) All documents, communications, and records dealing with the grievance will be filed in a separate grievance file and will not be kept in the permanent personnel file of any of the participants.
- (8) Forms for filing grievances are found in the Appendix of this Negotiated Agreement

- F. RULES FOR CONDUCTING A GRIEVANCE PROCEDURE HEARING AT LEVEL 3.
- (1) The hearing will be conducted in executive session.
 - (2) Efforts will be made by all participants to eliminate repetitious testimony and/or materials to the Board; however, each participant and/or representative will be given reasonable time to present testimony and/or materials.
 - (3) The grievant and/or representative will make opening remarks and present findings in the case.
 - (4) The Administration and/or representative will make opening remarks and present findings of the Administration in the case.
 - (5) Witnesses will be called individually by the grievant and the Administration and/or their respective representatives to testify before the Board. The Board may call additional witnesses and may authorize witnesses being called as a group.
 - (6) The grievant and the Administration and/or their respective representatives may ask questions of the witnesses during the time they are testifying.
 - (7) Members of the Board and/or their representative may ask questions of the witnesses during the time they are testifying.
 - (8) A summary statement may be made to the Board by the grievant and/or his/her representative at this time.
 - (9) A summary statement may be made to the Board by the Administration and/or his/her representative at this time.
 - (10) Any new material injected into any summary statement may be rebutted.
 - (11) The Board will take the matter of the grievance under advisement and render a decision in written form to the grievant within thirty (30) days of the hearing.
 - (12) The decision rendered by the Board shall be the final disposition of any grievance.
 - (13) A grievance must be filed by the current contract year which ends at midnight June 30 of the current contracted year. No grievance will be recognized in a new contract year that has been filed after the June 30 deadline.
 - (14) No grievance shall be recognized unless the building principal was duly informed by the grievant within ten (10) days after the occurrence of the event, which is the subject of the grievance, becomes known to the grieving party.

INSTRUCTIONS

The purpose of the grievance procedure is to facilitate an effective communication between teachers and the administrative staff in order to secure equitable solutions to problems which might arise from time to time with contract issues. Careful attention to contract requirements for a grievance and the proper procedure for completing a grievance report form and the filing of same will help insure an expeditious and thorough consideration of each grievance.

1. Each portion of the Grievance Report form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved, and what occurred.

Detailed information of the facts involved, the relevant contract provisions, and the manner in which those facts relate to the contract provisions are extremely important in order to provide a basis upon

ARTICLE VIII. LICENSED EMPLOYEE’S EVALUATION GUIDELINES (1999-2000)

Section A. Purpose

Educator Evaluations reflect a shared commitment and responsibility by educators and administrators to evaluate classroom practices and instruction. The subsequent process shall be used to assess performance and facilitate professional growth which is necessary to increase student learning. (2015-16)

The evaluation of teaching activities shall be accomplished by using both formal and informal evaluation procedures. The official USD 494 evaluation instrument is the e4E tool developed by SWPRSC and adopted by USD 494 in the fall of 2012. (2013-14)

Section B. Philosophy(2015-16)

Research demonstrates that effective educators constantly reflect on their practice while striving to find new pedagogical methods and techniques to use in their classrooms to improve student learning. Given the current dynamic nature of contemporary American classrooms, multiple measures are necessary to determine the effectiveness of educators. The e4E evaluation tool reflects research-based evidence, and incorporates a systematic and continuous approach to improved educator practice by examining the educator’s understanding of learners, mastery of content, effective use of pedagogy, and engagement in professional activities. As a shared commitment and responsibility by USD #494 educators and educational administrators to realize our District Vision “Educational Excellence; Every Student, Every Day” continued professional growth through evaluation, reflection, and implementation of best practices is requisite.

Section C. Procedure (2015-16)

Current Kansas Department of Education Requirements for all educator evaluation protocols (systems) must include Six Guidelines ensuring a rigorous, comprehensive, and fair system of evaluation aimed at improving instructional quality and student academic growth. The USD #494 e4E protocol includes these requirements below:

1. Used for continual improvement of instruction.
2. Differentiated performance using at least 3 levels.
3. Multiple valid measures in determining performance levels, including as a significant factor data related to student growth for all students and a process ensuring inter-rater reliability.
4. Evaluation of all educators on a regular basis.
5. Provide clear, timely, useful feedback that identifies needs and guides professional learning opportunities to specific needs.
6. Data and a process will be used to inform personnel decisions.

Assurances of compliance shall be filed with Kansas Department of education as required by statute.

Official evaluation ratings on the e4E are: Novice Educator, Developing Educator, Proficient Educator, Distinguished Educator.

Process:

Step 1: At the beginning of the school year a general overview of the evaluation process is provided to all educators in the building. A more detailed orientation is provided for those educators who will be evaluated during the school year.

Step 2: Training for educators

Educators new to the district and/or within 1-3 years of employment with the district

The following activities will occur at the beginning of the school year and within the first 30 days of the semester

- The Evaluator will meet with the educator to give a detailed explanation of the evaluation process.
- The Educator’s mentor may also be involved in the process.
- Training may be provided to the educator on the process and components of the evaluation tool.
- The district may elect to have all educators being evaluated this school year meet as a group.

Educators with 4 or more years of employment with the district

The following activities will occur at the beginning of the school year and within the first 30 days of the semester

- The Evaluator will meet with the educator to give a detailed explanation of the evaluation process.

- Training may be provided to the educator on the process and components of the evaluation tool.
- The district may elect to have all educators being evaluated this school year meet as a group.

Step 3: **Completion of forms**

Educators new to the district and/or within 1-3 years of employment with the district

The following activities will occur at the beginning of the school year and within the first 30 days of the semester

- The District may require the new educator to complete the self-reflection form and the goal-setting form
- The individual professional development plan form is completed with a combined effort from the educator and the evaluator. Specific individual professional goals aligned with the school and district goals are identified. Activities, resources, and timelines are also developed.

Educators with 4 or more years of employment with the district

The following activities will occur at the beginning of the school year and within the first 30 days of the semester

- The educator may review and update the self-reflection form and complete a goal-setting form.
- The individual professional development plan is formed with a combined effort from the educator and the evaluator. Specific individual professional goals aligned with the school and district goals are identified. Activities, resources, and timelines are also developed.

Step 4: **Observation Cycles**

Educators new to the district and/or within 1-3 years of employment with the district

- Pre-observation conference is held and Conference Form is completed.
- Observations are conducted: 1) Informal observations are conducted at the building administrator's discretion. 2) At least one formal, formative, scheduled evaluation is conducted (Complete record of Educators Evaluation Activity Form.)
- A post observation conference is scheduled and conducted. (Complete Conference Form)
- Evaluation forms must be completed and signed by both the Educator and the Evaluator by the 60th day of the semester.
- The Educator has 14 days to respond in writing

Educators with 4 or more years of employment with the district

- Pre-observation conference may be held and Conference Form completed.
- Informal evaluations/observations may be conducted. Formal observation(s) are conducted (Complete Educators Evaluation Activity Form) (1 summative evaluation per year required...see step #5)
- A post observation conference is scheduled and conducted. (Complete Conference Form)
- Evaluation forms must be completed and signed by both the Educator and the Evaluator no later than February 15th of the school year.
- The Educator has 14 days to respond in writing.

Step 5: **Final Evaluation or Summative Evaluation Conference (Usually occurs in the Spring semester or last semester of the Educator's term of employment)**

Educators new to the district and/or within 1-3 years of employment with the district

- The Educator and Evaluator meet to discuss the information listed in the evaluation tool. (Complete Conference Form)
- The Educator's goals are reviewed and modifications made as needed.
- The formal summative evaluation is completed by February 15th of the school year.
- Evaluation forms must be completed by both the Educator and the evaluator by February 15th of the school year.
- The Educator has 14 days to respond in writing.

Educators with 4 or more years of employment with the district

- The Educator and Evaluator meet to discuss the information listed in the evaluation tool. (Complete Conference Form)
- The Educator's goals are reviewed and modifications made as needed.
- Formal summative evaluation is conducted and must be completed by February 15th of the SY
- The Educator has 14 days to respond in writing.
- This process may be adjusted for educators with 4 or more years of employment. The District agrees to comply with all state statutes regarding the minimum number and process of evaluations as required by state law.

Plan of Assistance (used at the discretion of building administrators)

- The Educator will receive a formal listing of areas of improvement.
- The Evaluator will meet with the Educator to discuss forms of assistance for professional development and/or additional training. The district will identify what resources are available that are provided by the district, and/or at district expense.
- The Evaluator will identify specific levels of improvement and in what areas the Educator must attain by the end of the current school year.
- The district may elect to assign a Mentor to the educator.
- The Educator must continue to collect sources of evidence relating to the areas needing improvement.

The district evaluation process shall be used in all evaluations. The forms shall be signed by both the teacher and the principal and the documents shall be on file for at least three years. The teacher may file a written response which shall be included in the teacher's file. The teacher may request that the building principal make suggestions for the improvement of teaching activities

In cases where there appears to be a difficulty, the building principal shall assist the teacher in making improvements and shall conduct additional observations to become aware of the progress being made.

On the basis of his/her class visitations and observations, the building principal will make a recommendation to the superintendent regarding continued employment of each teacher. The evaluation reports shall be reviewed in any case where a recommendation is for non-renewal or termination of a teacher's contract. The board of education may request a review of the evaluation report of any teacher.

Section D. Access of Files (2000-01)

Every teacher has the right to inspect his/her personnel file. The board clerk and/or superintendent will respond to said request in a timely manner. (2005-06)

1. A teacher may have a copy of any material contained in his/her personnel file.
2. A teacher may place a written response to any material contained in his/her personnel file.

Section E. Purging of Personnel Files (2000-01)

An official letter of reprimand contained in a teacher's personnel file may be removed after five (5) years of service under the following conditions:

1. The teacher submits a written request to the superintendent asking that certain material contained in their personnel file be removed.
2. Upon formal receipt of the written request, the superintendent will review the contested material with the teacher.
3. Upon mutual agreement between the superintendent and the teacher, the request to remove the contested material will be presented to the Board of Education.
4. Only upon approval of the Board of Education will the contested material be removed and destroyed.

The teacher has the right to representation by another SEA member during the review with the superintendent.

ARTICLE IX. POLITICAL ACTIVITY OF TEACHERS

1. Purpose: There are some special kinds of problems in partisan political activity for teachers who, by the very nature of their position, have daily contact with children and adolescents whose parents hold a wide variety of political views. The uniqueness of this position has had the effect of causing some uncertainty as to the degree, course, and limitations of involvement in political activity by teachers. The purpose of this policy is to clarify what teachers may and may not do ethically and professionally when engaging in partisan political activity.

2. Political Activities to be Encouraged and Supported:

- (a) Teachers may publicly campaign for candidates of their choice in local, county, state, and national elections, both primary and general to any extent which does not interfere with the proper performances of their school duties.
- (b) Teachers may seek election and may hold political offices which do not interfere with the performance of their responsibilities to the school system. An example of such an office might be that of precinct committeeman.

3. Limitations of the Political Activity of Teachers:

- (a) School time, school supplies, equipment or facilities shall not be used by teachers in the performance of partisan political activity.
- (b) Personal partisan political views shall not be expressed to students in their classes or at other times on school premises or in connection with school-sponsored events.

4. Leave of Absence:

- (a) Upon deciding to seek or hold office which would interfere with the performance of the duties for which teachers are under contract, they must confer and reach mutual agreement with the superintendent and/or board of education concerning:
 - 1. Time to be absent (not more the 90 school days) from teaching duty.
 - 2. Returning to duty after campaigning or serving in public office.
- (b) The teacher shall be granted a leave of absence without salary.
- (c) At the teacher's option arrangements may be made to permit the teacher to continue group insurance and other benefits accorded to the teacher.
- (d) Continuity of employment will not be broken because of extra leave for political activity.
- (e) Absence from work for campaigning purpose of holding office shall not be assigned to sick leave. Accumulated sick leave shall continue in force.

ARTICLE X. K-NEA CONVENTIONS

School will not be dismissed for K-NEA conventions. The school district shall permit up to three (3) teachers to attend the state KNEA convention without deduction of pay. The Syracuse Education Association shall determine which teachers will attend the convention. Appropriate teachers leaves must be used.

ARTICLE XI. ASSOCIATION REPRESENTATIVES (1988-89)

Employees or representatives of the National Education Association of the Kansas-National Education Association who are not an employee of the Unified School District No. 494, Hamilton County, Kansas shall be permitted to meet with faculty members during the hours that school is session with prior consent of the superintendent.

ARTICLE XII. WEARING APPAREL (2000-01)

Teachers shall dress in professional attire at all times when representing the district. The building principal's discretion shall be used to determine the appropriateness of dress.

ARTICLE XIII. RELEASE FROM CONTRACT

Any certified teacher who intends to resign from his/her contract must officially notify the Board or Board designee of such intention within fourteen (14) days of the third Friday in May of the current contract year.

Resignations by licensed personnel after the 14-day notification period are subject to Board approval. The board of education does not have to state a reason for refusing such resignation.

The Board of Education may assess monetary penalties for late resignations to wit:

- 14 days after the notification date - June 15th = \$250.
- June 16th - June 30th = \$750.
- After July 1 the board may assess a minimum penalty of \$2000 up to a maximum penalty of \$10,000.

The Board of Education maintains full discretion when assessing all penalties for late resignation.
(2013-14)

ARTICLE XIV. TERMINATION OF CONTRACT (1997-98)

Cases of termination or non-renewal shall be governed by laws of the State of Kansas.

ARTICLE XV. BOARD POLICY HANDBOOK

Copies of the Board Policy Handbook shall be made available to all teachers in the library, office, and faculty lounge of each school.

ARTICLE XVI. REPRODUCTION OF AGREEMENT

Copies of this agreement shall be printed by the board within sixty (60) days after the agreement is signed. Copies shall then be given to all teachers presently employed, to all teachers hereafter employed, and copies shall be available for inspection by any teachers who are considered for employment by the board. Copies shall be given to administrators and members of the board of education.

ARTICLE XVII. SAVINGS CLAUSE

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVIII. REDUCTION IN FORCE PROCEDURE (1988-89)

Recognizing the need to provide an orderly process for reducing the number of teachers to reflect changes in economic conditions, enrollments, or programs, the following procedures shall be used by the USD #494 board of education.

Section A. Impact Areas

For the purpose of reducing staff, teachers shall be grouped into the following impact areas.

1. K-6 the targeted position and the grade level above and below will constitute the impact area. For those positions at either end of the impact area the closest two grade levels shall be included in the impact area.
2. 7-12 by departments.
3. K-12 by specialty subject (physical education, music).
4. Impact areas may be altered by mutual agreement.

Section B. Order of Layoff (2002-03)

In the event that staff reduction cannot be achieved through attrition, the following criteria will be used, in the order listed, to determine which teacher or teachers are to be laid off:

1. Substantial difference in performance evaluations within the last five years
2. Negative materials in personnel file within the last five years
3. Having been placed on any Plan of Assistance
4. Academic preparation
5. Length of service with the district as determined by the first day that the teacher reported for duty
6. Areas of licensure
7. Total teaching experience

Section C. Other Considerations (2000-01)

Teachers whose positions have been terminated due to a reduction in force shall be entitled to not more than three days of leave without pay for the purpose of seeking alternative employment. These days are in addition to days granted elsewhere in the agreement.

Any teacher on layoff may continue at his or her own expense to participate in the group health insurance in accordance with federal regulations (COBRA). The teacher will be responsible for submitting all premiums directly to the insurance carrier.

Should reemployment occur within a twelve-month period, all benefits provided by the agreement shall be continued as though the teacher were continuously employed, including accumulated leaves and placement on the schedule prior to layoff.

ARTICLE XIX. NOTIFICATION OF VACANCIES WITHIN THE SCHOOL SYSTEM (1991-92)

In order that teachers within the school system will be advised of vacancies the Superintendent of Schools shall post in each building a list of all known licensed position vacancies occurring within the system for the forthcoming school year. Prior to June 1, vacancies shall be listed for at least five school days before being filled.

Before school dismisses for the summer, teachers may request in writing to be notified by telephone from the central office of any vacancies that may occur.

Teachers must provide the central office with current numbers where they can be reached. After June 1, vacancies may be filled three days after the central office has made a good faith effort to contact those teachers who requested notification.

Teachers wishing to apply for any vacancy shall also file an application with the Superintendent of Schools. They will be granted an interview for any position for which they hold a valid license, provided they can arrange such an interview within deadlines established in this provision. The Superintendent will then make a selection which will attempt to insure the highest quality of instruction for the students.

ARTICLE XX. RECOGNITION CLAUSE (1991-92)

The Board of Education of U.S.D. 494, as of the 12th day of October 1970, in accordance with Kansas Law 72-5413, 5417-19, et. Seq., recognizes the Syracuse Education Association as the exclusive representative of the bargaining unit of the professional employees for the purpose of contract negotiation and maintenance.

ARTICLE XXI. SUPPLEMENTAL RETIREMENT

1. **Purpose of Provision** The board hereby agrees to provide an optional early retirement program for licensed teachers. The primary purpose of the early retirement program is to maintain the best possible level of instruction for the students in the district. Secondary purposes of the program are to reward these employees for their service to the district, to facilitate their necessary and/or desirable retirement, and to enhance the benefits of employment in the district. Any eligible employee may elect to take early retirement under the terms and conditions set forth in this program. Early retirement is entirely voluntary and at the discretion of an eligible employee. Employees hired for the 2012-13 school year and thereafter, shall not be eligible for the early retirement program.

2. **Eligibility** An employee is eligible for early retirement if such employee:
 - A. Is a licensed teacher;
 - B. Meets other criteria as specified below.
 - C. Will be at least 55 years of age during the contract year for which early retirement is applied.
 - D. New hires as of the 2012/13 school year are not eligible for early retirement.
3. **Procedure**
 - A. Application for early retirement shall be made to the superintendent by **March 1** of the school year, preceding the retirement date.
 - B. The employee will present a letter to the district office announcing plans for retirement. The information required for the letter can be obtained from the district office or Licensed Staff handbook. (2005-06)
 - C. The Board of Education will approve the letter from the employee upon verification of eligibility. The Board of Education may choose to waive the March 1 deadline. (2005-06)
 - D. The Superintendent will administer the program.
4. **Benefits**
 - A. Once eligible under USD 494 Board of Education and State of Kansas KPERS requirements, all employees electing the early retirement program who are or will be 55 years of age in the year they retire will receive the benefit of an employer contribution as a 403(b). (2007-08)
 - B. An early retiree shall elect to have benefits paid into a qualified 403(b) plan by the school district. The teacher will meet with the company representative at retirement to determine the procedures on how benefits will be paid to the retiree. (2007-08)
 - C. Regardless of the Tier, benefits will be paid for no more than five years or until retiree reaches the age of 65, whichever occurs first.
 - D. Benefit amounts to be paid shall be as follows:

For employees age 55 or turning age 55 during the 2012-13 school year who have been employed 15 years or more by the district, and employees not yet age 55 and who have been in the district 20 or more years (grandfathered), the benefit shall be as follows:

Tier 1: The annual benefit shall be an amount based on the following formula: The formula is the retiree's final salary minus the base salary times 75%, or BS + 24, Step 9 minus the base salary, whichever is greater. Final salary shall be defined as the final contracted salary excluding any supplemental salary, extra duty payments and/or unused sick leave. Please see Appendix C. (2005-06)

For employees not yet age 55 or who will not turn age 55 during the 2012-13 school year, and who are not grandfathered, the benefit shall be as follows:

Tier 2: Employees who have been employed by the district for not less than 11 years but less than 20 years, the benefit shall be \$10,000 per year.

Tier 3: Employees who have been employed by the district for not less than 5 years, but less than 11 years, the benefit shall be \$5,000 per year.

Tier 4: Employees who have been employed by the district for at least 1 year, but less than 5 years, the benefit shall be a one (1) time payment of \$6,000.

All teachers are locked into the tier category for which they qualify as of the end of the 2012/13 school year and thereafter may not advance to the next tier. No early retirement benefits are available to employees hired after the end of the 2012/13 school year.

In accordance with K.S.A. 12-5040, early retirees shall be entitled to continue their participation in the group health insurance program; premiums are the sole responsibility of the retiree.

Payment of the annual early retirement benefit shall be in compliance with the federal tax laws. This is determined as twelve (12) equal monthly payments. These monthly payments will begin on **September 15th**, of the year of retirement.

Should any part of this retirement plan be found to be in violation of federal or state laws or regulations, the remainder of the program shall continue in full force and effect.

ARTICLE XXII. COMPLAINTS AGAINST TEACHERS (1993-94)

The purpose of this provision is to assure a fair and successful means of dealing with problems or differences that arise between a professional employee and parents, the community members, or other constituents. The goal is to seek solutions to such problems that promote the best level of education for students and the fairest treatment of all parties involved.

Parents or patrons who have a problem or a complaint should seek to resolve the problem by first going to the teacher. If the maker of the complaint refuses to deal directly with the teacher or is not satisfied with the outcome of such an effort, he or she should talk to the building administrator and then the following procedure will be used.

The administrator will meet privately with the teacher to determine the teacher's perception of the facts. The parties involved will then attempt to determine a reasonable time when they can meet to discuss the problem and explore possible solutions. If at all possible, meetings will be held outside student attendance hours, except in extreme emergency cases as determined by the administration.

The teacher will be given copies of any retained written record of the complaint and will have the opportunity to attach his or her written response to such record

APPENDIX A

UNIFIED SCHOOL DISTRICT NO. 494
Box 1187
SYRACUSE, KS 67878-0966

TEACHER CONTRACT

This contract, made and entered into this _____ day of _____, 2020, by and between the Board of Education of Unified School District No. 494, Hamilton County, Kansas, hereinafter call the “Board” and _____, hereinafter called the “Teacher”. The parties hereto agree that the Teacher shall be employed by the Board as an employee of said Unified School District No. 494, Hamilton County, Kansas, for the school year 2020-2021, as defined and scheduled by the Board, which shall include 168 duty days of teaching and other assignments as designated by the Board, including, but not limited to (_____) at the salary of \$_____; (_____ Degree – Step_____ with_____ years of experience) for said year, payable in twelve (12) equal installments, on or about the 15th day of each month, commencing September 15, 2020, subject to the following terms and conditions:

1. The services to be performed by the Teacher hereunder shall be as determined and assigned by the Superintendent of Schools, and the Teacher shall be subject to the policies, orders, rules and regulations of the Board; however said policies, orders, rules and regulations are not a part of this contract. The Board reserves the right to transfer or reassign the Teacher to any other school, or to any educational project or program of the school district for which the Teacher is qualified.
2. This contract is contingent upon the Teacher being and remaining licensed during the term of employment hereunder with respect to the position for which the Teacher is employed as provided by law. In the event the Teacher shall be unable to furnish to the Board and to maintain an applicable Kansas Instructor’s License to be in full force and effect during the term of employment hereunder, this contract shall be null and void, terminated and canceled.
3. As a condition to entering or continuing employment, the Teacher is required to submit a licensure of health signed by a licensed physician, the expense thereof to be borne by the district as provided by K.S.A. 72-5213.
4. In the event the employment of the Teacher hereunder shall be terminated for any reason prior to the expiration of the school year, the salary as hereinbefore specified shall be adjusted and paid on the basis of an amount which, together with the compensation heretofore paid, shall bear the same relationship to the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined and scheduled by the Board.
5. In the event the Teacher is absent from duty except as hereinafter specified, deduction shall be made from the salary for each day of absence as provided by the rules and regulations of the Board. Deductions shall not be made in the event such absence is covered by sick leave or the result of other authorized absence in accordance with and subject to the rules and regulations of the Boards.
6. Advancement by the Teacher on any salary schedule adopted by the Board shall not be automatic, but shall be at the discretion of the Board and shall be based on the Teacher’s past performance and other factors deemed relevant by the Board. Failure or refusal by the Board to advance the Teacher on any salary schedule adopted by the Board shall not be the basis of a grievance by the Teacher.

7. As per negotiated agreement regarding release from contract by licensed employees, the Board may assess a penalty of \$250.00 14 days after the first notification date through June 15th; a penalty of \$750.00 may be assessed June 16th through June 30th. After July 1st, the Board may assess a minimum penalty of \$2000 up to a maximum penalty of \$10,000 for late resignation.
8. This contract is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments thereto or supplements thereto respectively, and to all other applicable United States and Kansas Laws.

WITNESS OUR HANDS on the day and year first above written:

UNIFIED SCHOOL DISTRICT NO. 494
HAMILTON COUNTY, STATE OF KANSAS

By _____
President, Board of Education

Date: _____

Teacher

Date: _____

Attest:

Clerk, Board of Education

Date: _

Syracuse USD 494		Fiscal 2021							
SALARY SCHEDULE PLACEMENT									
PRIOR YEAR BASE		39,000							
ADDITON TO STEP									
Years	BS	BS + 15	BS + 24	BS +40	MS	MS + 15	MS + 24	MS + 32	MS +45
Exp									
30									63,141
29									62,634
28									62,088
27									61,542
26									61,035
25									59,943
24									59,436
23								58,227	58,890
22								57,720	58,344
21								57,174	57,798
20							55,458	56,082	56,745
19							54,912	55,575	56,199
18							54,405	55,029	55,692
17						53,196	53,859	54,522	55,146
16						52,689	53,313	53,976	54,639
15						51,597	52,179	52,884	53,547
14				49,140	50,427	51,051	51,714	52,377	53,040
13			48,087	48,594	49,920	50,544	51,207	51,831	52,533
12			47,541	48,087	49,374	49,998	50,661	51,363	51,948
11			46,995	47,541	48,828	49,491	50,115	50,778	51,441
10			45,942	46,488	47,775	48,399	49,062	49,686	50,349
9			45,396	45,942	47,229	47,892	48,516	49,179	49,842
8		44,343	44,928	45,396	46,761	47,346	48,009	48,633	49,257
7		43,797	44,343	44,928	46,215	46,839	47,502	48,126	48,789
6		43,251	43,797	44,343	45,630	46,293	46,917	47,580	48,243
5	41,691	42,198	42,744	43,290	44,577	45,240	45,864	46,527	47,151
4	41,145	41,691	42,198	42,744	44,070	44,733	45,318	45,981	46,605
3	40,599	41,145	41,691	42,198	43,563	44,148	44,811	45,435	46,098
2	40,131	40,599	41,145	41,691	42,978	43,641	44,265	44,928	45,552
1	39,546	40,131	40,599	41,145	42,432	43,095	43,758	44,382	45,045
0	39,000	39,546	40,131	40,599	41,964	42,549	43,212	43,836	44,499

Level 1

Basketball, HS Head
Football, HS Head

Level 2

Baseball, Head
Track, HS Head
Vocal Music, JH/HS
Volleyball, HS Head

Level 3

Cross Country, HS Head
Golf, Head

Level 4

Basketball, HS Asst x2
Basketball, JH Head
District Leadership Team
Football, HS Asst x3
Football, JH Head
STUCO, HS
Weights x2

Level 5

Baseball, Asst
Cross Country, HS Asst

Elem Tech Coordinator
Golf, Asst
Track, HS Asst x2
Track, JH Head
Volleyball, HS Asst
Volleyball, JH Head

Level 6

Cheer, HS
Concession Stand Supply
Concession Stand
Coordinator
Scholars Bowl, HS
Yearbook

Level 7

Basketball, JH Asst
Cheer, JH

Football, JH Asst
Forensics
Play
Scholars Bowl, JH
Track, JH Asst x2
Volleyball, JH Asst

Level 8

Art

NHS Sponsor
STUCO, JH
Vocal Music, Elem

Level 9

Jr. Class x4
PDC Chair
STUCO, Elementary

Other

Athletic Director, HS
Athletic Director, JH
ESL/Migrant
FFA

Experience	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
10+ yrs	\$5,214.52	\$4,740.47	\$3,792.38	\$3,238.79	\$2,816.44	\$2,708.84	\$1,896.19	\$1,354.42	\$902.95
7-9 yrs	\$4,966.21	\$4,514.74	\$3,611.79	\$3,084.56	\$2,682.33	\$2,579.85	\$1,805.90	\$1,289.93	\$859.95
4-6 yrs	\$4,729.73	\$4,299.75	\$3,439.80	\$2,937.68	\$2,554.60	\$2,457.00	\$1,719.90	\$1,228.50	\$819.00
0-3 yrs	\$4,504.50	\$4,095.00	\$3,276.00	\$2,797.79	\$2,432.95	\$2,340.00	\$1,638.00	\$1,170.00	\$780.00

Base
Salary 39000