

**UNIFIED SCHOOL DISTRICT NO. 401
CHASE / RAYMOND**

NEGOTIATION AGREEMENT

2018/2019

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DEFINITIONS

- A. Administration:** All persons employed by the Board in positions requiring an administrative license by regulation of the Kansas State Department of Education. The term refer to the Superintendent and Principal(s).
- B. Association:** Chase/Raymond Teachers Association
- C. Board:** The Board of Education of Unified School District 401 Chase-Raymond, Chase, Rice County, Kansas
- D. Contract:** The term is limited to certified staff members. The contracts of the Superintendent, the Building Principals, and all classified staff do not come under the provisions of this agreement.
- E. Days:** Unless otherwise stated, days shall mean contracted school days.
- F. District:** Unified School District (USD) 401 Chase-Raymond
- G. Teacher/Employee/Certified Personnel:** All certified employees except administrators employed under contract by the Board of Education. Teacher or employee or certified personnel may be used interchangeably.
- H. Professional Development Points:** One clock hour of inservice is equal to one (1) point. Twenty (20) inservice points is equal to one (1) college hour. One semester hour of graduate college credit is equal to twenty (20) professional development points.

MANAGEMENT RIGHTS CLAUSE

The Board hereby retains and reserves unto itself, except as limited by the specified and express terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Kansas and of the United States, including, but without limiting the generality of the foregoing, the right;

- to the executive management and administrative control of the school system and its properties and facilities;
- to hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- to establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- to delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current teaching materials; and the utilization of teaching aids of all kinds; and
- to determine class schedules, the time of instruction, and assignments of teachers and other employees with respect to administrative and non-teaching

activities within the school system.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and Kansas Statutes; and then only the constitution and laws of the United States.

The Board also agrees that certain wages, hours, or conditions of employment may not be unilaterally changed by the Board. If there are to be any changes in the items specified below, they must be negotiated in accordance with KSA #72-5413:

1. Wages, hours, and conditions of employment continued within the agreement will remain in force;
2. School-related mail deliveries will continue;
3. Daily preparation time will be at least the amount of one full-length class period of the building to which the teacher is assigned; if the assigned building does not have designated class periods, preparation time will be approximately the same length as the teachers in the other building(s). With the agreement of both the teacher and building principal, daily preparation time may be exchanged for longer blocks of time less often during the week; however, the total preparation time for the week should be the same.
4. Building keys will continue to be provided for teachers;
5. The working day will not exceed eight (8) hours, except for occasional meetings, coaching, extra-curricular duties and at-home preparation.

ADVANCEMENT POLICY

All anticipated PDC/graduate hours to be used for advancement on the salary schedule shall be submitted to the Superintendent by July 1. Hours for advancement must be on the graduate level unless approved in advance by the Superintendent. Undergraduate courses which will be considered are computer classes and courses directly related to the teacher's curricular area or an area for certification which will benefit the district. Any undergraduate hours taken will count the equivalent of 1/2 of graduate hours unless the hours are necessary for certification, graduate hours are not available, and the Superintendent has given prior approval, in which case the hours will be accepted for movement on the schedule at full credit.

The Board will reimburse certified employees who were under contract with USD 401 during the last school year and who will continue under contract with USD 401 the next school year for acceptable graduate credit earned between September 1 of the preceding year and August 31 of the current school year at the rate of \$75.00 per credit hour not to exceed nine (9) credit hours per indicated twelve (12) month period. Such payment shall be considered a partial reimbursement of the expenses incurred by the certified employee for college credit. Acceptable college credit shall mean college credit hours earned in the employee's primary teaching area leading to an advanced degree. Any deviation from the above must have prior written approval from the

Superintendent.

Advancement on the salary schedule will be determined by years of experience and/or college graduate hours or professional development points as defined in the Definitions Section hours earned. Professional Development Points to be used for advancement on the salary schedule must be submitted to the Superintendent by July 1 by the PDC Chair.

TEACHER EVALUATION

1. Every teacher in the first two years of employment shall be evaluated at least once each semester by the 60th day of the semester. Every teacher in the third and fourth years of employment shall be evaluated at least once each school year by February 15. Every teacher employed five (5) or more years shall be evaluated at least once every three (3) years and by February 15 of the year evaluated.
2. Each year, the evaluator shall schedule, in advance, the first evaluation observation of the teacher. Further observations may be scheduled or unscheduled.
3. The number of evaluations as stated in Paragraph 1 is minimum. Either the employee or the administration has the right to request more frequent observations.
4. The evaluator shall complete the written observation notes for all scheduled observations.
5. The evaluations shall be completed by the administrative staff.
6. Prior to completion of the formal evaluation, the evaluator shall observe the teacher for at least one class period or 45 minutes, whichever is less.
7. The evaluator shall meet with the teacher for completion of the formal evaluation within two (2) weeks of the last observation.
8. The teacher may make a written response to the evaluation within two (2) weeks of the presentation of the evaluation document.
9. Should the evaluation reveal a performance deficiency, the evaluator shall provide written suggestions for the correction of deficiencies. The teacher and the evaluator shall meet to review the written suggestions within two (2) weeks of the formal evaluation. The suggestions may include assistance to be provided by the evaluator, action to be taken by the teacher and time for future.

DRESS CODE

Establishment and enforcement of dress codes will be left to the discretion of each building Principal and will be incorporated into each Building Staff Handbook.

EXPERIENCE POLICY

Experience outside the district will be full credit for the first seven years, plus one-half year for each additional year's experience may be granted upon approval of the Board.

TEACHING DURING PLANNING PERIOD

In the event that it is necessary for a teacher to teach an extra class every day in place of their planning period for the year, that teacher will be paid at the rate of 1/7th the base rate of the current salary schedule. If this is necessary for only a portion of the year, the pay will be pro-rated on a daily basis. This teaching must be at the request of the administration of USD 401 and have the permission of the teacher.

In the event that it is necessary for a teacher to substitute teach during their planning period, that teacher will be paid at the rate of \$15 per period.

EXTRA-DUTY SUPPLEMENTAL COMPENSATION

Extra-duty supplemental contracts will be increased by the same percentage as that of the base salary for the 2018/2019 contract year.

FRESHMAN ADVISOR

High school staff may be assigned to one or more freshman students as advisors. The relationship will help incoming freshmen make a smoother adjustment from Junior High to High School.

FRINGE BENEFITS

Fringe benefits will comply with Section 125 of the Internal Revenue Service Regulations. All fringe benefits are included in the base salary except the defined fringe benefits. Each teacher may elect to use up to \$5,000.00 of his/her annual salary for health, salary protection and term life insurance. The providers will be selected by the district. Tax sheltered annuities will not be part of the fringe benefit pool but can be taken out without being taxed by the state and federal government. Cash will be fully taxed.

DEFINED FRINGE BENEFIT POLICY

The Board of USD 401 will provide as one part of the 2017/18 Agreement the following: \$517.00 as a defined fringe benefit through an agreement with USD 401 which would provide this fixed dollar amount monthly for eligible employees carrying the USD 401 health insurance plan. The defined fringe benefit shall be interpreted as dollars to be used exclusively for partial premium payment to the adopted district health insurance carrier. This provision shall be in effect for the 2018-19 school year only and will not be included in subsequent agreements unless expressly agreed to by both parties.

EXCEPTIONS TO THE SCHEDULE AND FRINGE BENEFITS POLICY

The Board of Education may pay an employment incentive or retention bonus to teachers when the board determines it is in the district's best interest.

GRIEVANCE PROCEDURE

Definitions: Grievance shall be defined as a problem or complaint of a teacher related to the operation of the school or what the teacher considers to be the unfair application of a policy or regulation.

Purpose: The Grievance Procedure is to produce a satisfactory solution to the problem brought forth.

Grievance Process:

- 1) The aggrieved person shall first bring the problem to the attention of the Building Principal. Every effort shall be made to resolve the conflict within ten (10) days. Written documentation of the grievance, and the attempts to resolve the grievance shall be kept by the Building Principal.
- 2) If the matter cannot be resolved at step #1, the matter will be referred to the Superintendent. The Superintendent will then discuss the problem with all parties concerned within a period of ten (10) days, and take whatever action he/she deems necessary.
- 3) If the grievant has not achieved satisfaction, the grievant will, in writing, request a hearing by the grievance panel to determine a decision. The panel will consist of one teacher from a building not associated with the grievant, one administrator who did not hear the Level 1 grievance, and one board member. The teacher will be chosen by the grievant, the board member will be chosen by the Board, and the administrator will be agreed upon by both the grievant and the Board. The recommendation of the grievance panel will be publicized to all parties involved.
- 4) If the grievant has not attained satisfaction after the first three steps, the grievant may file an appeal with the Board of Education. The appeal shall have a statement of the grievance, the response of the Principal, and the response of the Superintendent. The Board shall then hold a hearing within twenty (20) days after receiving the appeal. The Grievant, Principal and Superintendent shall all have a right to participate in such a hearing. The Board shall render a decision within ten (10) days after the hearing, copies of which will be delivered to all of the above named persons. The decision of the Board of Education will be final and shall terminate the grievance procedure.

TEACHER DISCIPLINE

The parties recognize the right of the administration and board to discipline a teacher for good cause as determined by the board. "Good cause" is defined as any reason put forward by the administration or board in good faith and which is not arbitrary, irrational, or irrelevant to the board's task of building up and maintaining an efficient school system.

LEAVE POLICY

If less than a full day of leave is taken, absences will be counted in one (1) hour periods. This will include sick days, personal leave days, and professional days. A teacher's absence that is not sick leave, personal leave, or school assigned shall result in a deduction of 1/188th of the teacher's base salary for each day missed.

A) Sick Leave: All certified personnel shall be allowed eight (8) days per year, accumulative to sixty (60) days. When a teacher reaches 60 or more days (could be from 60 - 70 days), the days not used for sick leave during that year above 60 days will be bought back at the end of the school year at a rate of \$50.00 per day not to exceed \$500.00 per person. At the time of an employee's resignation unused sick leave beyond the district's buy-back policy will not be converted into cash, it will be deposited into the sick leave bank. Upon retirement of at least 25 years in USD 401 District, with the stipulation of turning in a retirement letter on or before February 1st, the board will buy back unused sick leave and professional leave at a rate of \$100.00 per day. (The max would be 72 days.)

Sick leave shall include illness of the employee, serious illness or death in the immediate family, emergency doctor's appointments for the employee or immediate family, and other doctor's appointments for the employee or immediate family if approved in advance by the Superintendent. Immediate family will include spouse, children, or parents. Others may count as immediate family upon employee request and Board approval. The birth of a child will be covered under the FMLA, a federal law.

B) Personal Leave: Each teacher shall be allowed four (4) days of Personal leave. Certified personnel will be allowed personal leave, if needed, to take care of personal affairs. Personal leave cannot be taken the first five (5) days of a contract or the last five (5) days of a contract, or the day before or the day following a vacation. A request will be made in writing at least three (3) days prior to the date requested and will be approved by the building Principal and the Superintendent. The first two days of unused personal days may be bought back at the rate of \$75.00 per unused day. The last two days of unused personal days will convert to sick days.

C) Professional Leave: Certified personnel will be allowed professional leave.

Professional leave shall be defined as time off from regular classroom duties or supervision of students to attend meetings, seminars and workshops in the teacher's subject area, for the purpose of improving subject matter knowledge and/or teaching skills. This shall also include visiting other schools to observe teaching methods and materials. Leave for professional purposes of official school business must either have been assigned or approved by the Principal and the Superintendent.

D) Sick Leave Bank: The bank is established for the purpose of providing sick leave benefits which are in addition to the district's employees' annual and accumulative sick leave program.

I. Participation

- A. Participation in the Sick Leave Bank is open to all employees who receive sick leave days from the district. Participation by employees is completely voluntary.
- B. Participation shall commence when the employee makes a deposit of at least one (1) day of sick leave into the Sick Leave Bank.
- C. The deposit period for employees will be open until September 5th of each school year. Employees hired during the school year will have fifteen (15) days from the first day of employment as their deposit period.
- D. Deposits of sick leave days up to ten (10) days may be made each year, to a maximum of twenty (20) days of sick leave for each employee.
- E. Days will be accumulated from year to year up to the maximum of 20 days of sick leave for each employee.

II. Benefits

- A. Benefits of the Sick Leave Bank are available to each participating employee when he/she is ill, or hospitalized, and under the care of a doctor, and unable to perform his/her duties of employment in the district.
- B. The number of sick leave days which an employee may expect to borrow from the Sick Leave Bank is limited to two times the number of sick leave days which the employee has contributed to the Sick Leave Bank (Example: the employee contributes 5; as a result, the employee can borrow up to 10.) As a safeguard to get the Bank started, if any time before 7/1/2000, the Bank does not have enough days accumulated to cover a need, the Board will contribute up to a maximum of 20 sick leave days to the Bank to cover the need.
- C. In the event of a catastrophic injury or major surgery with a long-term recovery, employees can donate up to two (2) sick leave days to the Sick Leave Bank for that specific employee.
- D. Sick leave days, which are borrowed from the Sick Leave Bank, will be paid back to the Sick Leave Bank by the borrowing employee. The employee must pay back any days borrowed above the amount the

employee contributed (example: The employee contributed 5 days but borrowed 10. The employee would have to pay back the five days that were borrowed from the Sick Leave Bank.) Any donated days will not have to be paid back. The employee will be required to pay the days back at the rate of three (3) days per year until all borrowed days have been repaid. The employee may accelerate the pay back rate if he/she chooses to do so, but the employee must fill out a request sheet with the district clerk. If, at the end of the school year, the employee has not accumulated sick leave, the employee will not be required to pay back any days that year. Sick leave days which are borrowed and not paid back by the time the employee leaves employment in the district will be forgiven.

- E. If any employee receives Workman's Compensation benefits or Social Security benefits, the district will pay the amount of the employee's regularly expected pay less any benefits received. The private purchase of salary protection insurance or other insurance by the employee will not have any effect on the employee's Sick Leave Bank participation or compensation received from the district.
- F. At the time of an employee's resignation, unused sick leave beyond the district's buy-back policy will not be converted into cash, it will be deposited into the sick leave bank.

III. Management

- A. The participating employee shall request the use of days in writing from the Sick Leave Bank only after he/she has exhausted all of his/her accumulated sick leave days.
- B. Prior to the use of any days from the Sick Leave Bank, the employee shall provide for the superintendent a doctor's certificate or written statement about the employee to certify that the employee is unable to perform his/her normal duties. The employee will also submit a statement in writing to the superintendent in which the employee states the reason(s) for the need to borrow sick leave days from the Sick Leave Bank.
- C. A Sick Leave Bank Committee will then meet to review the request. The committee will consist of superintendent, one Board of Education member, one teacher from each building (one from RJH-CHS and one from CGS), and one classified staff member from each building (one from RJH-CHS and one from CGS). The committee will approve or disapprove the request. In the event a committee member is making the request, he/she will not attend the meeting or take part in the vote. A majority of the committee must be present at the meeting before a final decision is made.

- D. The superintendent will reply, within five (5) business days, in writing, either approving or disapproving the request and giving reason(s) if the request is denied.
- E. Individual records of an employee's participation in the Sick Leave Bank are NOT available to other participants in the Bank; however, overall totals and usage are available from the payroll clerk.

IV. Committee Members

- A. Superintendent
- B. Board of Education Representative
- C. RJH-CHS Certified Representative
- D. CGS Certified Representative
- E. RJH-CHS Classified Representative
- F. CGS Classified Representative

LENGTH OF CONTRACT

This negotiated agreement between the USD 401 Board of Education and Chase/Raymond Teachers Association will start July 1, 2017 and end June 30, 2018. The contract for all certified personnel shall be in compliance with all state mandates.

LENGTH OF DAY

All Teachers shall be required to report to duty twenty (20) minutes before the beginning of student's classroom instructions and shall remain twenty (20) minutes after the end of the student's classroom instruction. The Board will set beginning and ending times of school.

If the District operates under a heat schedule, teachers will be allowed to leave 20 minutes following the early release of students.

The number of duty days for the 2018/2019 year shall not exceed one hundred eighty-eight (188) days. Each of these days may be used at the discretion of the Board.

All Teachers will be entitled to a duty-free lunch period.

POLICIES, RULES AND REGULATIONS

It shall be the duty of each teacher to keep informed concerning the policies, regulations and special directives of the Board.

AVAILABILITY OF THE NEGOTIATED AGREEMENT

Copies of this agreement will be posted on the USD 401 website and upon request will be

provided to staff members. Any additional copies requested by and supplied to the Chase/Raymond Teachers Association will be at the expense of the Association.

RESIGNATIONS

The board shall notify a teacher by the third Friday of May of the board's intention to non-renew the teacher's contract. In the same manner, a teacher must notify the board on or before the 14th calendar day following the third Friday in May that the teacher will not continue the contract for the coming school year. Teachers submitting resignations after the statutory date will be released from their contractual duties only with the approval of the board.

REDUCTION IN FORCE

If the board decides that the size of the teaching staff must be reduced, the following guidelines, if applicable, shall be followed. Insofar as possible reduction of staff shall be accomplished by attrition due to resignations and retirement.

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

- The number of teaching positions to be reduced shall be accordance with the educational goals established by the board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals in determining which teachers will be nonrenewed due to reduction in force.
- The educational goals and needs of the district, individual certifications, qualifications, training, skills, evaluations, and interests shall be considered.
- If all the teachers in the area identified for reduction have similar certifications, qualifications, training, skills, evaluations and interests, the teacher(s) who best meets the needs of the district, considering the factors outlined above and any other relevant factors, will be retained.

EXTRA-CURRICULAR DUTIES

The teachers of the district will be given a schedule of activities and those duty assignments which will be needed prior to each season of extra-curricular activities such as football, basketball, etc. Each instructor will be given the opportunity to volunteer to work, at the normal rate of pay for that duty, for assignments that they feel will be convenient with their personal schedules. The rate for the 2018/2019 year will be \$9.50 per hour.

Staff time utilized beyond the duty day, not falling within the primary contractual responsibilities or supplemental duty pay, shall be paid an hourly rate of \$9.50 per hour. I.E.P meetings held prior to 40 minutes before and later than 40 minutes after school will be paid at the rate of \$9.50 per hour. The Grade School Christmas program and the Grade School Spring music programs will also be paid at the extra duty rate of \$9.50 per hour. Any and all other anticipated extra duty as described above must have prior written approval from the Superintendent.

EXTRA COMPENSATION FOR IN-SERVICE

USD #401 shall reimburse staff at a rate of \$9.50 per hour for that time spent beyond the regular contract hours working with curriculum, DLT, and any and all other school improvement projects as requested by the administration.

CALENDAR

A committee of teachers, assigned by the Chase/Raymond Teachers Association, will submit a proposed calendar to include vacation days, in-service days, etc., to the Superintendent prior to the January Board meeting. The Board will take suggestions submitted by the Association under consideration when adopting the subsequent year's calendar at the regular February Board meeting.

SAVINGS CLAUSE

In the event that any item in this agreement becomes illegal, that item will automatically be dropped. The remainder of the items will remain in force for the remainder of the agreement.

RECOGNITION

The Board recognizes the Chase/Raymond Teachers Association as the exclusive representative within the limitations of the Professional Negotiations Act, KSA 72-5413. et. seq. for purposes of collective bargaining of all "professional employees" (full-time) employed by the Board or in a position which requires a certificate issued by the State Board of Education.

Nothing contained herein shall be construed to prohibit any individual included within the bargaining unit from voicing his recommendations and suggestions at any time so that he/she may be properly considered by the Board, as it is the desire of the Board to make every effort to encourage personnel to continue to make constructive suggestions with a view toward improving Board policies and student welfare.

President of the Board of the Education
USD 401 Chase-Raymond
Board of Education

Chairman of Negotiating Committee
USD 401 Chase-Raymond
Chase/Raymond Teachers Association

Date_____

Date_____

Attested by Clerk
USD 401 Chase-Raymond

Clerk, Board of Education

Date_____