

UNIFIED SCHOOL DISTRICT NO. 401
NEGOTIATIONS AGREEMENT
2016/2017

1. 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;

(a) to the executive management and administrative control of the school system and its properties and facilities;

(b) 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;

(c) 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;

(d) 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

(e) 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) Teacher's job descriptions will only include supervisory, instructional and extra-curricular duties (sponsoring, coaching, and gatekeeping);

(3) A teachers' lounge will be provided in each building,

(4) School-related mail deliveries will continue;

(5) Teachers and spouses will continue to be admitted without charge to school-sponsored activities;

(6) Daily preparation time will be at least the amount of one full-length class period of the

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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.

(7) Building keys will continue to be provided for teachers;

(8) The working day will not exceed eight (8) hours, except for occasional meetings, coaching, extra-curricular duties and at-home preparation.

2. ADVANCEMENT POLICY:

All anticipated 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 \$50.00 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 In-Service hours earned (Twenty (20) In-Service hours equal one (1) college hour). In-Service hours to be used for advancement on the salary schedule must be submitted to the Superintendent by July 1 by the PDC Chair.

3. 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.

4. 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.

5. 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.

6. EXTRA-DUTY SUPPLEMENTAL COMPENSATION:

Extra-duty supplemental contracts will be increased by the same percentage as that of the base salary for the 2016/2017 contract year.

7. 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.

8. 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 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.

9. DEFINED FRINGE BENEFIT POLICY:

The Board of USD 401 will provide as one part of the 2016/2017 Agreement the following:
\$461.00 as a defined fringe benefit through an agreement with USD 401 who 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. The provisions of such an agreement would be subject to review annually.

10. 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.

The contracts of the Superintendent, the Building Principals, and all classified staff do not come under the provisions of this agreement.

11. GRIEVANCE PROCEDURE:

(a) 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.

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

(c) 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 deems necessary.

3) If the grievant has not achieved satisfaction, the matter will be referred to the Board of Education. The grievant will, in writing, request a hearing by a grievance panel to determine a decision. The panel will consist of one teacher from a building not associated with the grievant, one administrator 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.

12. 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 ten (10) 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

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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 termination 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 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. Pregnancy will be considered as any other temporary disability, not to exceed six (6) weeks, or as a convenience in the home. The teacher shall be expected to resume her teaching duties when her physician declares her physically fit for full-time employment and capable of resuming her teaching duties in the classroom. If the teacher does not return to work at that time, continued leave will be without pay. A prolonged leave for reasons other than an illness may result in a termination of contract.

- B) Personal Leave: Each teacher shall be allowed two (2) 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. Any unused personal days may be bought back at the rate of \$50.00 per unused day.

The Board is willing to grant a third day of personal leave. It does not replace, alter, or in any manner change the definitions of the current personal days; rather an additional day that falls outside guidelines that regulate the original two days. This day can/may be used at any time during the course of the year. The teacher will be expected to ask for prior permission from the building Principal and shall pay one-half the cost of the substitute teacher.

- 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.

13. LENGTH OF CONTRACT:

This negotiated agreement between the USD 401 Board of Education and Chase LTA will start July 1, 2016 and end June 30, 2017. The contract for all certified personnel shall be in compliance with all state mandates.

14. 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 2016/2017 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.

15. PAYROLL DEDUCTION OF DUES:

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. Pursuant to such authorization, the Board shall deduct one-tenth (1/10th) or appropriate amount, of such dues from the regular salary check of the employee each month. Amounts to be deducted shall be supplied to the Board through a schedule established by the Association. Any balance due upon the employee's termination of employment shall be deducted from such individual's final check. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and succeeding agreements unless revoked in writing by the employee between July 15 and August 1 of any school year.

The Board shall transmit to the Association the total monthly deduction for the professional dues within ten (10) school days following each regular period with a listing of the employees for whom the deduction was made.

16. 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.

17. COMMUNITY LIFE:

Teachers are encouraged to take an active part in community life. Normal interests outside the teaching profession are encouraged.

18. REPRODUCTION OF AGREEMENT:

Copies of this agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed, and presented to all teachers now employed, hereafter employed during the life of the agreement, or considered for employment by the Board.

19. REPORTING:

The giving of grades is the teacher's responsibility. He or she may seek advice and counsel from other teachers, from the principal or the superintendent, but the grades given will be the teacher's decision. However, there are two important factors that must always be kept in mind; one is the grading must be fair and reasonable, and the other is that the teacher must always be able to justify the grades given with objective evidence and data.

No form of numerical grading shall be used on grade cards or in the recording of grades in the permanent records. Grades for such purpose shall be the letter grades of A, B, C, D, and F. Other grading systems may be used with prior approval of the Board.

20. RESIGNATIONS:

The Board, under the authority granted to it by KSA 72-5411 et. seq., as amended by Senate Bill 362 agrees to accept the resignation of an employee covered by this agreement before the third Friday of May. Teachers and administrators must notify the board on or before 14 calendar days later.

21. REDUCTION IN FORCE

If the board decides that the size of the teaching staff must be reduced, the following guidelines will be utilized by the district's administrative staff to reduce the teaching staff:

- 1) Insofar as possible, reduction of staff shall be accomplished by attrition due to resignations and retirement.
- 2) To determine the number of teaching positions to be reduced, the administrative staff will determine the educational program of the district in accordance with the educational goals established by the board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals in determining which teachers will be non-renewed due to reduction in force.
- 3) The educational goals and needs of the district, individual certification, qualifications, training, skills, interests, and evaluations shall be considered.
- 4) In the event two or more teachers have similar certifications, qualifications and skills in the teaching area, those teachers who have tenure will be retained over those who are non-tenured. In the event all of the teachers have similar certifications, qualifications and skills and all are tenured, the teachers who best meet the needs of the district, considering the factors outlined above, will be retained.
- 5) Any certified employee who has not been re-employed as a result of reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the teacher would

qualify. Certified employees who may be eligible for re-employment are required to notify the district of their current address. The superintendent will recommend to the board reinstatement of any teacher deemed qualified and able to serve the best interests of the district. The board of education shall not be required to consider reinstatement of any teacher after a period of one year from the date of non-renewal.

22. 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 asked to sign up 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 2016/2017 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.

23. 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, QPA and any and all other school improvement projects as requested by the administration.

24. CALENDAR:

A committee of teachers, assigned by the L.T.A. 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 L.T.A. under consideration when adopting the subsequent year's calendar at the regular February Board meeting.

25. 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.

26. RECOGNITION:

The Board recognizes the 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

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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 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.

Chairman of Negotiation Committee
USD 401 Chase-Raymond
Board of Education

Chairman of Negotiating Committee
USD 401 Chase-Raymond
Local Teachers' Association

Date _____

Date _____

Attested by Clerk
USD 401 Chase-Raymond

Clerk, Board of Education

Date _____