

**UNIFIED SCHOOL DISTRICT NO. 303**

**NESS CITY, KANSAS**

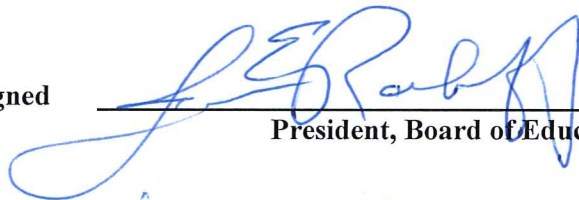
**2023-2024  
NEGOTIATED AGREEMENT**

**Board of Education  
and  
Ness City NEA**

**Ratified: 7/10/2023**

10 July 2023  
Date

Signed



\_\_\_\_\_  
President, Board of Education USD 303

7-6-23  
Date

Signed



\_\_\_\_\_  
President, Ness City NEA

**SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, but all other provisions or applications shall continue in full force and effect.

The Ness City Unified School District No. 303, Ness County, Kansas, does not discriminate on the basis of race, color, national origin, sex, age or handicap in admission or access to, or treatment of employment in its program and activities. If you have questions regarding the above, please contact Derek Reinhardt, 414 East Chestnut, Ness City, Kansas 67560, phone number 785-798-2210.



**ARTICLE 1.0 SALARIES AND BENEFITS**

**1.01 2023-2024 Salary Schedule**

<b>Level Step</b>	<b>AB-BS Degree</b>	<b>AB-BS + 15 hours</b>	<b>AB-BS+ 30 hours</b>	<b>MS-MA Degree</b>	<b>MS-MA+ 15 hours</b>	<b>MS-MS+ 30 hours</b>
1	\$40,750	\$41,000	\$41,250	\$41,575	\$42,000	\$42,425
2	\$41,100	\$41,450	\$41,700	\$42,175	\$42,600	\$43,025
3	\$41,450	\$41,900	\$42,150	\$42,775	\$43,200	\$43,625
4	\$41,800	\$42,350	\$42,600	\$43,375	\$43,800	\$44,225
5	\$42,150	\$42,800	\$43,050	\$43,975	\$44,400	\$44,825
6	\$42,500	\$43,250	\$43,500	\$44,575	\$45,000	\$45,425
7	\$42,850	\$43,700	\$43,950	\$45,175	\$45,600	\$46,025
8	\$43,200	\$44,150	\$44,400	\$45,775	\$46,200	\$46,625
9	\$43,550	\$44,600	\$44,850	\$46,375	\$46,800	\$47,225
10		\$45,050	\$45,300	\$46,975	\$47,400	\$47,825
11		\$45,500	\$45,750	\$47,575	\$48,000	\$48,425
12		\$45,950	\$46,200	\$48,175	\$48,600	\$49,025
13		\$46,400	\$46,650	\$48,775	\$49,200	\$49,625
14			\$47,100	\$49,375	\$49,800	\$50,225
15			\$47,550	\$49,975	\$50,400	\$50,825
16			\$48,000	\$50,575	\$51,000	\$51,425
17			\$48,450	\$51,175	\$51,600	\$52,025
18			\$48,900	\$51,775	\$52,200	\$52,625
19				\$52,375	\$52,800	\$53,225
20				\$52,975	\$53,400	\$53,825
21				\$53,575	\$54,000	\$54,425
22					\$54,600	\$55,025
23					\$55,200	\$55,625
24						\$56,225
25						\$56,825

**1.02 Interpretations of the Teacher’s Salary Schedule**

The salary schedule shall be the basis upon which minimum salaries of teachers are determined, and individual salaries shall be determined by the degree held and number of hours shown on transcripts or other evidence acceptable to the superintendent as of the date of contract.

The Board shall have the right to allow the actual number of years of service or less for any new teacher. The determination of the years of credit shall be made at the time of employment.

A normal increment of one step may be granted for each successful year of service in the USD No. 303 system. In the event a teacher is frozen at the bottom of any column for more than one year, only one step down will be credited for experience when teacher moves to another column.

A new contract will be issued and credit given for additional college credit if a new transcript or other evidence acceptable to the superintendent is filed with the superintendent on or before the first day of September on the contract school year.

The salary in the schedule may be increased in cases of unusual merit, or increments may be withheld in cases where unsatisfactory professional growth is shown, if, in the judgment of the Board, such action would be for the best interests of the school.

If it becomes necessary to pay more than the indicated salary for the proper step to hire a teacher, then the next year that teacher's increment or portion of it will be withheld until the teacher is being paid the proper amount.

**1.03 Notice of Intent to Move to Another Column on the Salary Schedule**

Each teacher shall notify the superintendent in writing of intent to move from one salary schedule column to another on or before May 10 of any school year. A certified transcript or other evidence acceptable to the superintendent for all applicable credits will be submitted to the superintendent on or before September 1 of any school year to verify the salary schedule on column change.

A new contract reflecting the column change will not be issued to any teacher who fails to notify the superintendent of intent to move on the salary schedule on or before May 10, or if an official transcript or other evidence is not submitted on or before September 1.

**1.04 Supplemental Duty Pay Schedule**

Teachers who contract for supplemental duties shall be paid according to the following schedule. The percentages are multiplied by the amount in Step 1 Column AB-BS adopted for the current year. Figures are rounded to the next dollar.

The Board retains the right to determine the positions and the number of positions filled each year. The Board further reserves the right to add or create new supplemental duties and determine the initial compensation. The Association president will be notified of any addition, change or creation of supplemental duties and the compensation.

<u>Duty</u>	<u>Percent</u>	<u>Salary</u>
Activities Director 7-12	11.74	\$4,784
Assistant Activities Director	5.00	\$2,038
Weight Training Coach		
Summer	8.3	\$3,382
School Year (Before School Day)	10.3	\$4,197
Class Sponsors — High School		
Senior Class	1.50	\$611
Junior Class (or 3.25 for two sponsors)	6.50	\$2,649
Sophomore Class (or 1.75 for two sponsors)	3.50	\$1,426
Freshman Class (or 1.62 for two sponsors)	3.25	\$1,324
Other Sponsors		

Elementary After School Program	3.00	\$1,223
FFA	4.46	\$1,817
FCCLA	4.46	\$1,817
KAY — High School	3.99	\$1,626
National Honor Society	1.01	\$412
Robotics — Elementary	3.00	\$1,223
Robotics — High School	3.00	\$1,223
Robotics — Junior High	3.00	\$1,223
Student Council	2.00	\$815
Yearbook (or 2.58 each for two sponsors)	5.16	\$2,103
Music Director		
Instrumental 7-12	7.00	\$2,853
Instrumental 5-6	2.50	\$1,019
Vocal 6-12	6.00	\$2,445
Concession Sponsor		
High School	4.69	\$1,911
Junior High	2.35	\$958
Detention Monitor	7.00	\$2,853
K-8 Spelling Bee		\$250
Summer Field Science Class (per class/4 student minimum)		\$900
Crisis Team (per member)		\$500
School Improvement Team - Split evenly between 7 teachers		\$3,500
2 Representatives from 7-12 Staff		
2 Representatives from PK-6 Staff		
1 Representative from SPED Staff		
1 Representative from PreK/Early Childhood		
1 Representative from CTE Pathways		
Ticket Sellers (If done outside of the duty day)		\$15.00 Per Hour
Score Keepers (If done outside of the duty day)		\$15.00 Per Hour
Time Keepers(If done outside of the duty day)		\$15.00 Per Hour
Event Supervision (If done outside of the duty day)		\$15.00 Per Hour
HS Volleyball Line Judges (USD 303 Staff) (If done outside of the duty day)		\$15.00 Per Hour
Scholars' Bowl & Track Help (USD 303 Staff) (If done outside of the duty day)		\$15.00 Per Hour

A longevity bonus will apply to the below supervisory roles for individuals who supervise the same activity beginning in the 6<sup>th</sup> consecutive year of that supervision. The bonus will be \$50 a year and will compound each year after the 6<sup>th</sup> consecutive year up to the 10<sup>th</sup> consecutive year of supervision. This longevity bonus will not exceed \$250 per supervisory role in any given year.

Basketball — High School		
Head Coach	11.74	\$4,784
Assistant Coach	7.04	\$2,869
Freshmen/C Team Coach	4.50	\$1,834
Basketball — Junior High		
Head Coach	7.98	\$3,252
Assistant Coach	5.64	\$2,298
Cross Country — High School	7.98	\$3,252
Cross Country — Junior High	4.50	\$1,834
Football — High School		
Head Coach	10.33	\$4,209
Assistant Coach	7.04	\$2,869
Freshman/C Team Coach	4.50	\$1,834

Football — Junior High		
Head Coach	7.98	\$3,252
Assistant Coach	5.16	\$2,103
Golf Coach	7.98	\$3,252
Tennis Coach	7.98	\$3,252
Track		
Head Coach	10.33	\$4,209
Assistant Coach/Head Junior High	7.98	\$3,252
Assistant Coach	7.04	\$2,869
Softball — High School		
Head Coach	10.33	\$4,209
Assistant Coach	7.04	\$2,869
Assistant Coach	7.04	\$2,869
Volleyball — High School		
Head Coach	10.33	\$4,209
Assistant Coach	7.04	\$2,869
Freshman/C-Team Coach	4.50	\$1,834
Volleyball — Junior High		
Head Coach	7.98	\$3,252
Assistant Coach	5.16	\$2,103
Cheerleading Sponsor		
High School	9.39	\$3,826
Junior High	4.69	\$1,911
Scholars Bowl — High School	3.00	\$1,223
Scholars Bowl — Junior High	2.00	\$815
School Play		
Director	2.50	\$1,019 Per Play
Assistant Director	2.00	\$815 Per Play
Speech and Drama (add to school play stipend if no program)	3.00	\$1,223

### **1.05 Section 125 Cafeteria Flexible Benefit Plan**

Each teacher may enter into a salary reduction agreement with the Board for the purpose of allocating an annual amount to the USD 303 Cafeteria 125 Flexible Benefit Plan.

The carrier and plan benefits will be determined by the board. The Association may make recommendations to the board for benefits and carriers. The benefits or carriers will not be changed during the term of the agreement without notice and consultation with the Association.

### **1.06 Dedicated Medical Insurance Fringe Benefit**

Each teacher enrolled in the district medical insurance program shall receive 90% of the monthly cost of the plan designated by the board. The health insurance provided or sponsored by the Board shall be subject to the board's approval of the benefits and/or carrier and subject to change by the Board. The benefits or carriers will not be changed during the term of the agreement without notice and consultation with the Association. Benefits or carriers will not be changed during the benefit plan year unless a carrier proposes a change in benefits, change in premium, or termination of coverage. If the Board of Education determines

that it is in the best interest of both parties to provide medical insurance through the State Health Plan, wording in this Agreement will be made to allow for this board action.

In accordance with Blue Cross/Blue Shield rules, the District is restricted to offering health care benefits to teachers contracted for a minimum of 30 hours per week. Due to Affordable Care Act regulations, these benefits cannot be prorated for a teacher working fewer than 40 hours but a minimum of 30 hours per week. Therefore, any teacher contracted for a minimum of 30 hours a week will be considered full time and receive the full time Health Care Benefit.

To ensure teachers are knowledgeable about the Health Insurance offered by the District, Administration will take up to two (2) teachers (chosen by the teachers) to a minimum of two (2) of the monthly meetings of the ESSDACK Health Insurance Committee each year. Additionally, the Board will ensure that a member of the ESSDACK Health Insurance Committee and a representative of the current Insurance Provider (currently BCBS) will be made available for an annual in person meeting with all teachers that wish to learn more about the coverage.

Dental care is not covered under the Affordable Care Act. Teachers working a minimum of 20 hours per week are eligible for coverage. The entire cost of this plan will be the sole responsibility of the teacher.

In the event of medical refunds, the moneys received from the provider will be distributed on a prorated basis between contributions made by the district and the individual teacher.

The Board of Education will provide the premium payment on a \$10,000 term life policy for each certified employee during the individual's employment in USD 303.

**1.07 Teachers Substituting During Planning Period**

Teachers assigned by the administration to serve as substitute teachers or to attend IEP meetings during their planning period shall be paid \$15.00 per period.

**1.08 Teachers Supervising During Lunch Hour**

Teachers who volunteer and are then assigned by the administration to supervise in the lunchroom during their lunch period or teachers assigned to supervise during lunch period shall be paid at an hourly rate of \$10.00.

**1.09 Compensation for Summer School Teachers**

The salary for teachers contracted by the district for summer school will be computed as follows:

Summer School Salary = (Salary of Primary Teaching Contract ÷ 185 ÷ 8) \* (number of contract hours in summer school contract).

For example: SSS = (\$30,000 ÷ \$185 ÷ 8) \* (120) = \$2,432.43

**1.10 Teachers Who Volunteer for Assignment to Work School Activities**



Supplemental duties not included in the supplemental pay schedule are voluntary and will be assigned after mutual agreement between the teacher and the administrator.

**1.11 Teachers Who Volunteer For Curriculum Development Duty**

Teachers who volunteer and are then assigned by the administration to perform curriculum development duty outside the regular school day or school year shall be paid at an hourly rate of \$15.00.

**1.12 Instructors Pay for College Credit Classes**

Instructors for College Credit Classes will receive 1/3 of the payment received from the college by the school district.

**1.13 Retired Employee Medical Insurance**

The school district group medical insurance plan is available to retired employees as provided by KSA 12-5040. Each retired employee who elects to continue group medical insurance coverage is required to contribute to the employee group medical insurance plan by paying the monthly premium of such plan on or before the day of the month specified. The monthly payment may include administrative costs thereof, but such contributions shall not exceed 110% of the cost for other similarly situated employees. At age 65, covered insureds and/or retirees are no longer eligible to be covered on the USD 303 health insurance policy.

At age 65, covered insureds and/or retirees may remain on the stand alone dental coverage available to district employees by paying the monthly premium of such plan on or before the day of the month specified.

**1.14 Payday**

Salaries shall be paid in 12 equal payments on the 15th day of each month unless this day is a holiday or a weekend. If the 15th day of the month is a holiday or a weekend, paychecks will be issued on the day preceding the holiday or weekend.

**1.15 Approval of College Hours**

To qualify for movement across the columns of the salary schedule, the earned semester hours shall be earned after the date of the granting of the last degree and prior to September 1 of the current contract year. All courses allowed for credit for salary schedule movement shall be graduate level courses in the field(s) in which the teacher is currently certified or be a graduate level education course. For any other course to be considered for horizontal movement, approval must be given by the superintendent prior to enrollment in the course by the teacher.



PDC points approved by the PDC committee may be allowed for salary schedule movement at the rate of 20 PDC points equal to one college hour. Teachers with a bachelor's degree may use a maximum of 150 inservice points (the equivalent of 7.5 college hours/credits) on column to move horizontally on the salary schedule. Teachers with a masters degree may use all inservice points to move horizontally on the salary schedule. There shall be no time restraints or restrictions on the use of USD 303 inservice points to move horizontally. Within the Master's set of columns, PDC points may be accumulated to make multiple horizontal moves. Points cannot be used to move from Bachelor's to Master's.

#### **1.16 Reimbursement for Fees and Books**

The Board shall reimburse the teacher for fees or tuition and required textbooks for college courses and workshops taken at the request of the administration. The Board shall also reimburse a teacher for graduate hours completed in pursuit of a graduate degree at a rate up to \$300 per credit hour. Reimbursement will not exceed the exact cost of the credit hour. Reimbursed hours must be from an accredited four-year college, be part of a graduate degree program (Masters, Specialist, Ed.d or PhD) and pre-approved by the Board of Education. Requests for reimbursement for courses outside of a graduate degree program must be made at least 60 days prior to the class starting and be accompanied by a written statement on the merits and benefits the course will have for the teacher, classroom, and District. Teachers may only request reimbursement for classes that begin after the first day of employment and end before their final day of employment. All reimbursable hours must be pre-approved before the class begins.

#### **1.17 Sick Leave Donation**

##### **Staff Requested Leave**

When a teacher has used all of his/her accumulated leave and needs additional leave, a teacher may request the donation of leave hours from other teachers, or teachers may donate of their own accord to a teacher he/she believes may be out of sick leave. Each day will be completed on the equivalent of hours: e.g. 8 hours = 1 day. Such a request shall be made to the Superintendent in writing. The Superintendent shall notify all certified staff that a donation of hours has been requested. This notice shall state the name of the person making the request and the reason for the request.

Teachers who desire to donate accumulated leave may do so at their discretion. The teacher must have more than eighty (80) accumulated sick leave hours in order to be able to donate at the time of the request. At no time may a donor contribute below the threshold of eighty (80) hours. Any teacher who wants to donate hours shall, on a form provided by the Superintendent, designate the number of hours he/she is donating. The maximum number of hours any individual may donate in one year is forty-eight (48) hours. The form shall be signed, dated and returned to the superintendent's office within the five (5) working days of the notice from the superintendent.

The donated hours shall be charged against the donating teacher as follows: One hour shall be taken from each donating teacher as it is used. No teacher will be charged a second hour until all teachers making a donation have been charged one hour. This process shall be repeated until all donated hours have been used or the school year has ended. The “donated hours” shall be distributed on a pro rata basis.

This plan is designed for catastrophic health causes. Medical complications associated with pregnancy/childbirth shall be considered on an individual basis by the board, prior to staff notification of request for sick leave donation.

This plan will not require a payback by the recipient.

**1.18 ESOL Stipend**

All teachers holding an ESOL endorsement, on or before the official state count day, shall be paid annually a \$400 stipend as long as the State of Kansas provides ESOL funding adequate to cover the cost of these stipends to the school district.

**ARTICLE 2.0 LEAVES and ABSENCES**

**2.01 Discretionary Leave**

Discretionary Leave may be granted to attend to personal matters that require absence during regular school hours. Discretionary leave may be granted with or without pay.

Each full-time teacher will be provided with discretionary leave based on their contracted days each school year to be used for personal purposes. This leave may be taken in 1/2-hour increments.

<u>Contract Days</u>	OR	<u>Working Months</u>	=	<u>Days Allocated Annually</u>
180		9		12
190		9.5		12.5
200		10		13
210		10.5		13.5
220		11		14
240		12		15

Teachers shall be granted discretionary leave benefits in proportion to their percentage of employment.

Teachers on extended contracts shall be provided one day of discretionary leave for each twenty (20) working days beyond the normal length contract.

Proper notice, as it pertains to this section, shall be the completing and submitting of a Leave Request online to the building principal or his designee as early as possible.

Only 10% of certified staff will be allowed to utilize leave on any given day unless approved by the building principal and appropriate substitute teachers are available.

Discretionary Leave requested on days immediately preceding or following a regularly scheduled vacation day, inservice days, parent/teacher conferences, or during the first two weeks or the last week of the

school year will count as 1.5 days of leave. The Superintendent has the right to waive this requirement for medical reasons.

Leave of more than two consecutive days will not be granted except for medical reasons and will require a note from a medical provider for approval. Any other extended leave must be approved by the Superintendent.

All twelve (12) discretionary leave days must be used before the teacher is allowed to utilize banked sick leave days.

Unused discretionary leave days will roll over into the teachers accumulated sick leave bank. Accumulated sick leave may accumulate to 90 days. A teacher who has accumulated sick leave to the maximum will no longer accumulate sick leave. However, if the accumulated leave for any such teacher falls below 90 days, said teacher will be credited with the normal roll over until the maximum is reached at any time during a contract year. Sick leave may be utilized in the event of a teacher's illness or accident, or the illness or accident of an immediate family member as defined in #3 below. Accumulated sick leave can only be utilized after the teacher has exhausted the twelve (12) days of discretionary leave provided by the district.

Teachers may elect to be paid for up to four (4) discretionary leave days at the rate of \$75 per day at the end of each year. Any part of a day used as discretionary leave will void the \$75 payment.

Discretionary Leave days may be taken with full pay by a teacher for the following reasons and are subject to the following conditions:

1. A teacher may use all or any portion of leave for maternity leave until released by a physician to return to work.
2. A teacher may use all or any portion of his/her leave for adoptive purposes.
3. A teacher may use any portion of his/her leave for doctor's appointments for himself/herself or for members of his/her immediate family. Immediate family is spouse, parent (guardian), grandparent, child, brother, sister, father-in-law, mother-in-law, or grandchild.

Due to the wide variety of family relationships, the superintendent has the authority to extend the interpretation of "immediate family" and apply provisions of this policy in those situations deemed appropriate.

4. A teacher may use leave to attend funerals deemed personally or professionally necessary.
5. A teacher may use leave to tend to children due to a lack of day care.
6. A teacher may use leave to tend to any personal or family needs.

## **2.02 Jury Duty Leave**

Leave with pay will be granted when a teacher is ordered by a court to report for jury duty.

A teacher called to jury duty during the school contract year shall be paid regular wages if said teacher endorses all jury duty pay, except reimbursement for mileage and subsistence, over to the district.

### **2.03 Professional Conference and Visitation Leave**

The superintendent shall have the authority to grant professional conference and visitation leaves of absence for any teacher. Leaves with pay may be granted for teacher visitation or attendance at approved state, regional and national meetings or conferences or other activities associated with inservice education and/or professional growth experiences.

Teachers desiring to attend conferences or make visitations shall file an application in writing with the principal or his designee at least 10 days before the first date of the leave being requested. If the teacher desires to attend a national level conference or meeting, or if the activity requires out-of-state travel, the application must be filed at least 30 days before the first date of the leave being requested. The application shall be on a form prescribed by the superintendent. The request shall explain in detail the lengths of the leave, the purpose and the opinion of the person requesting said leave how it will benefit the district.

### **2.04 Sabbatical Leave**

Sabbatical leave may be granted with or without pay at the discretion of the Board. Any teacher desiring a sabbatical leave shall file written application with the principal or his designee at least 90 days before the first day of requested leave. The application shall be in writing on a form prescribed by the superintendent and shall explain in detail the length of the desired leave, the purpose of the desired leave, and the applicant's reasons why the leave will be of benefit to teacher and to the district. The superintendent shall present the request to the Board at its next regular or special meeting together with a recommendation.

No sabbatical leave shall be granted for a period longer than one school year. The teacher receiving a sabbatical leave shall be entitled to leave accumulation and salary placement as if the teacher performed regularly contracted functions during the period of such leave. Salary and fringe benefits shall be discretionary with the Board.

Sabbatical leave will be granted only if a satisfactory staff replacement is contracted or if other satisfactory arrangements can be made. All terms and provisions concerning each sabbatical leave will be stated in writing and signed by all concerned.

### **2.05 Exchange Teaching Leave**

Leave for exchange teaching may be granted at the discretion of the Board.

Any teacher desiring a leave to teach in another district shall file a written application with the principal or his designee at least 90 days before the first day of the requested leave. The application shall be in writing and shall explain in detail the length of the desired leave, the purpose of the desired leave, and the applicant's

reasons why the leave will be of benefit to the district. The superintendent shall present said request to the Board at its next regular or special meeting together with a recommendation for the Board's action.

No exchange teaching leave shall be granted for a period longer than provided by law. The teacher receiving such leave shall be entitled to all leave accumulations and salary schedule placement as if the teacher performed regularly contracted functions during the period of such leave. Leave will be granted only after the questions about which district shall pay the salary and other employment obligations of such teacher have been resolved in a written agreement between the districts concerned.

#### **2.06 Leave of Absence Without Pay**

The Board may grant a leave of absence to a teacher who presents a need based upon rare and unique personal or family circumstances.

A teacher desiring a leave of absence shall file written application with the principal or his designee at least 90 days before the first day of the requested leave. The application shall be in writing and shall explain in detail the length of the desired leave, the exact purpose of the desired leave, and the applicant's personal reasons and specific need for the leave. The superintendent shall present the request to the Board at its next regular or special meeting together with a recommendation.

No leave of absence shall be granted for a period longer than one school year, nor shall such leave extend beyond the end of the school year for which leave is requested. The teacher receiving an approved leave of absence shall be entitled to accumulated leave days, a comparable position and credit for experience and additional education earned prior to the leave. Salary and fringe benefits will not be paid under any circumstances, or will the leave of absence count for future salary schedule placement.

#### **2.07 Religious Leave**

Leave of absence without pay may be granted for religious activities.

Requests for religious leave without pay must be made to the superintendent at least five school days before the first day of such requested leave. Such leave may be granted by the superintendent, but such leave shall not exceed two school days per teacher per school year. Requests for religious leave shall be in writing and shall fully explain the time, date and the reasons for the leave request.

#### **2.08 Leave Calculation**

The minimum charge for the use of leave shall be in half-hour increments. For assigned duty missed due to leave the appropriate leave shall be deducted.

However, a teacher may in an emergency ask another teacher on a planning period, to watch a class during an hour or part of an hour with no payment to the substituting teacher or penalty to the absence teacher. The building principal must be notified of the change in class supervision and its expected duration.



## **2.09 Legal Leave**

Teachers required by a subpoena to attend a court hearing will be granted leave. The reason for the leave will be presented to the superintendent. The superintendent will determine if the leave is with pay or without pay.

## **2.10 Reimbursement for Unused Sick Leave**

Certified employees retiring from USD 303 employment and meeting the following criteria

- (1) Employed by USD 303 a minimum of ten years; and
- (2) Sixty years of age or older; and
- (3) Are eligible for KPERS retirement benefits

will receive \$50 per day compensation allowance for every day of allowable unused sick leave in accordance with the following formula:

- A. Determine the total accumulated number of unused sick leave days.
- B. Divide the total number of days in (A) by 2.
- C. Multiply the number of whole years of service to the district by 1.5.
- D. Determine the lesser value of (B) and (C).
- E. Multiply the value in (D) by the daily rate. This value obtained in (E) is the total compensation received.

The certified employee must notify the district of the intent to retire by May 31 of the contract year prior to the year in which they plan to retire. The Board reserves the right to waive the May 31 notification.

## **2.11 On the Job Injuries Resulting from Student or Patron Assaults**

In the event a certified employee is absent from work as the result of personal injury by reason of an assault by a student or patron while performing job related duties within the scope of the certified employee's employment with the District, which injury is covered by the District's workers compensation insurance carrier, such absence will not be charged against the certified employee's temporary leave days. The certified employee, for each such day of absence, will be paid the difference between the amount the certified employee receives from the District's workers compensation insurance carrier if any and the certified employee's daily take home pay. (Work comp payments are not taxed)

In the event the certified employee is required to be absent from work by doctor's orders in order to receive medical treatment provided by the District's workers compensation carrier for a job-related assault by a student or patron, but is not at the time of the absence receiving temporary total disability benefits from the District's workers compensation insurance carrier, and is not thereafter entitled to receive such benefits for the day of absence, the absence will not be charged against the certified employee's available temporary leave days and the certified employee shall continue to receive his/her contracted salary



during such absence. Proper verification of such medical orders and treatment must be provided by the certified employee.

In the event, the need for medical leave extends beyond 20 days, and Workman's Compensation compensates the employee for the first 7 days of absence, the employee may choose to reimburse the District for the amount equal to their take home pay for those 7 days, or use 7 days of earned leave for those days.

If it is determined by District Administration and/or Law Enforcement that the employee instigated or escalated the situation, and/or failed to follow proper District approved policies and procedures during the event, District Administration and the USD 303 Board of Education may revoke the employee's ability to utilize this article.

To utilize this article, the injury must meet the guidelines, and be approved as a Kansas Workman's Compensation claim under Kansas Workman's Compensation Statute.

### **ARTICLE 3.0 WORKING CONDITIONS**

#### **3.01 Academic Day for Teachers**

The academic day for all teachers shall extend from 8:00 a.m. until 4:00 p.m.

Up to two evenings may be used during each semester (fall and spring) for Parent-Teacher Conferences. These two evenings will count as one teacher contract day each semester. The two evenings of Parent-Teacher Conferences will serve as a substitute for one contract day.

#### **3.02 School Day**

The school day will begin no earlier than 8:00 a.m.

#### **3.03 Vacation Days**

The Board of Education shall adopt the school calendar each year. The Board in adopting the school calendar shall include the following vacation days, with the minimum number of days as designated:

Labor Day	1 school day
Thanksgiving Vacation	3 school days
Winter Vacation	10 calendar days
Spring Vacation (Including Good Friday and Easter Monday. If Easter falls before April 1, Easter Monday would be moved into April.)	2 school days
Memorial Day	1 school day

As designated, the calendar will include the minimum number of days of each vacation. The Board shall have the right to increase the number of vacation days in developing the school calendar.

#### **3.04 School Year**

The school year shall consist of a 180 day contract which will include not less than 165 originally scheduled student contact days and at least one full work day preceding the first day of school and at least two Parent-Teacher Conference days. There will be one workday at the end of each semester for all fulltime certified employees to finalize semester grades, develop lesson plans, and develop student assignments and projects. In the event that a workday is scheduled at the beginning and the end of Winter Break, teachers will be given the flexibility to choose which one of those days they work. Workdays will be prorated for all part time teaching staff. Grades will be due at 4:00 p.m. on that day.

### **3.05 Duty Free Lunch**

Teachers will have a duty free lunch period of 30 minutes daily. The duty free lunch period will begin at the end of the last scheduled class time prior to the lunch period and will end at the start of the 1<sup>st</sup> class scheduled after the lunch period. For this item, plan period will be considered a class.

### **3.06 Number of Daily Class Periods**

The Board retains the right to determine the number of class periods needed to effectively schedule the desired curricular offerings. The daily class schedule at Ness City High School will contain no more than eight class periods. The daily class schedule in grades six, seven and eight at the Ness City Elementary School will contain no more than nine class periods.

### **3.07 Planning Periods**

Each full-time teacher shall be assigned one planning period daily which is equal to the time of one regular class period. Part-time teachers will receive planning time on a pro rata basis. Ideally, the planning period will be scheduled as one regular class period. However, in no case shall it be scheduled in more than two time intervals equal to one regular class period.

High school teachers may have two planning periods during a portion of the school year. When this occurs, the administration may assign teachers substitute duties, professional development duties, or supervisory duties. Teachers assigned to said duties during their second planning period will not receive compensation for that period.

It shall be the responsibility of each teacher to preserve for inspection all lesson plans, records of student conferences, parent conferences, evaluation conferences and pupil accounting records. These records shall be maintained as instructed by the administration.

The Board will furnish all necessary record forms with instructions for their use.

All planning periods shall be used for professional preparation, student conferences, parent conferences, pupil accounting, and other activities normally associated with the professional duties of teachers. Should

teachers occasionally need to conduct personal business during their planning period, permission to do so shall be requested of, and granted by, the building principal or superintendent.

### **3.08 Notice of Assignment**

The established administrative procedure shall be to give each returning teacher written notice of assigned class(es), subject(s), and supplemental duty assignments for the upcoming school year by May 28 of the current school year.

Teachers new to the district shall be given such notice at the time a contract is approved.

In case a change of assignment is necessary, the teacher will be given written notice of such change as soon as is practically possible. The purpose of this procedure is to provide the opportunity for administrative and teacher planning and organization. This procedure shall not be construed to suggest that the Board relinquishes its right to assign, reassign, and transfer staff.

### **3.09 Promotion and Retention**

When a teacher recommends that a student be retained, that recommendation shall become a part of the student's permanent record so that the teacher will not be held accountable for the student's lack of knowledge during further education.

### **3.10 Reduction in Force**

In the event the Board determines the size of the professional staff must be reduced, the following guidelines shall be observed in making the proper determination on which staff members should be retained:

First, the reduction of personnel shall, when possible, be accomplished through normal attrition;

Second, staff members who are currently on a plan of improvement or under other disciplinary probation;

Third, the Board shall retain those teachers who, in the judgment of the administration and Board, have the most to contribute to the students and the district. Evaluations may be used as a consideration in making the final determination;

Fourth, staff members who are probationary teachers (teachers within their first three years of continuous service with USD 303);

Fifth, staff members who, by state certification standards, are only provisionally certified in their assigned teaching position.

### **3.11 Due Process**

After their third consecutive full year of teaching, a teacher may be nonrenewed for just cause, including ineffective performance, provided the procedural process is closely observed. While

timelines are expected to be followed, extenuating circumstances may be considered for minor procedural errors. If the proposed nonrenewal is to be based on ineffective performance, the district evaluation procedure shall be followed. The teacher will be informed his/her performance is substandard and the full evaluation process will be utilized, and may include a measurable plan of improvement. Any plan of improvement shall be collaboratively developed but the final decision on the plan rests with the principal.

If the nonrenewal, or termination, is based on other reasons, including disciplinary factors or reduction in force, those separate procedures as outlined in the Agreement shall be followed prior to the termination or nonrenewal.

In the event that a teacher has been notified of intent to non-renew or termination, the teacher may request a meeting before the board within 10 calendar days of receiving notice. The request must be made in writing and delivered to the Superintendent or Board Clerk. The purpose of this meeting is to grant the teacher an opportunity to provide information to the board concerning their employment status. The teacher may bring a representative into this meeting.

As a result of this meeting, the USD 303 Board of Education may accept the administrator's recommendation of nonrenewal or termination, reject the recommendation, or propose an alternative course that may include, but is not limited to, placing the teacher on a plan of improvement or other job performance measures.

### **3.12 Resignations**

If the Board of Education should receive a written resignation for the upcoming school year by February 1, the teacher will receive an early resignation incentive of \$800. After February 1 and by March 1, the teacher will receive an early resignation incentive of \$500.

The Board shall consider any teacher's resignation that is submitted to it in writing. The Board shall accept such resignations only when the Board believes it will be in the best interests of the district. The protection of public interest is a proper consideration in determining liquidated damages. The Board reserves the right to waive the provisions for liquidated damages.

#### **Liquidated Damages on Contract Termination**

If any teacher resigns or fails to honor the terms of the employment contract, the teacher shall pay to the district liquidated damages.

If any teacher resigns, liquidated damages will be assessed at the following rates:

15 <sup>th</sup> day following the third Friday in May — June 30	\$1,000
July 1 — July 31	\$1,500

If the teacher resigns or fails to honor the terms of the contract on or after August 1 and before the end of the contract term, the liquidated damages shall be \$1,500 plus \$75 for each month of the work period remaining on contract whether a full month or part of a month.

In the event of a change of assignment, the teacher will have three weeks to consider whether to accept the contract or resign without penalty.

In the event the district owes the teacher additional salary amounts after the teacher resigns or fails to honor the contract, the Board may deduct the amount of liquidated damages from the amount owed to the teacher by the district.

In the event the teacher terminates employment in the district without compliance with Board policy, the Board may request the Professional Practices Commission to consider the suspension of the teacher's certificate.

### **3.13 Evaluation Procedures**

Evaluation procedures will follow Kansas statutes. Procedures will be shared with the teachers prior to the evaluation process.

## **ARTICLE 4.0 GRIEVANCE PROCEDURE**

### **4.01 Definitions**

**Grievance:** A complaint by a teacher or group of teachers based on an alleged violation, misinterpretation or misapplication by the district of this negotiated agreement or the individual teacher's contract. Additionally, the Association may grieve, but only regarding established Association rights.

**Aggrieved Person or Grievant:** The person, persons, or the Association making the complaints.

**Party in Interest:** The person, persons, or the Association making the complaint and/or any person who might be required to take action or against whom action might be taken to resolve the grievance.

**Designated Representative:** Any certified school district employee or person representing the Association that may be designated by the grievant to represent him/her throughout all or part of this procedure.

**Days:** Except when otherwise indicated, days shall mean working days.

### **4.02 Purpose**

The purpose is to secure at the lowest possible level equitable solutions to the problems that may arise affecting teachers.

### **4.03 Procedure**



**Level One:** Within 20 days from the date of awareness of a problem, the aggrieved person shall seek to resolve the matter informally with his/her principal or his designee.

**Level Two:** If the aggrieved teacher is not satisfied with the disposition of the grievance at Level 1, or if no decision has been rendered within five days after discussion of the grievance, the teacher may file the grievance in writing within five days of the Level 1 response with the principal or his designee on the form provided in the Appendix.

Within five school days after receipt of the written grievance by the principal or his designee, the principal or his designee will meet with the aggrieved teacher and the designated representative, if requested, to resolve it. The principal or his designee shall submit a decision in writing to the aggrieved teacher within five days after the meeting.

**Level Three:** If the aggrieved teacher is not satisfied with the disposition of the grievance at Level 2, the teacher may file the grievance within five days of the Level 2 response with the superintendent or designee. Within five days after receipt of the written grievance, the superintendent or designee will meet the aggrieved teacher and designated representative, if requested, to resolve it. The superintendent shall submit a decision in writing to the aggrieved teacher within five days of the meeting.

**Level Four:** If the aggrieved teacher is not satisfied with the disposition of the grievance at Level 3, the teacher may file the grievance within five days of the Level 3 response with the Board or its designee.

At the next regular Board of Education meeting, or at a special Board of Education meeting called for this purpose, the Board will meet with the aggrieved teacher and designated representative, if requested, to resolve it. The Board shall submit its decision in writing to the aggrieved teacher within five days of the meeting. The determination of the Board shall be final.

#### **4.04 Rights of Teachers to Representative**

No reprisals of any kind will be taken by the Board or administration against any participant in the grievance procedure by reason of such participation.

A grievant may be represented at all stages of the grievance procedure by grievant or, at teacher option, by a designated representative selected by the grievant.

#### **4.05 Miscellaneous**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.



In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the days shall be those days in which the district office is open for business.

If a group of teachers believes they share a common grievance, those teachers may file their individual grievance forms collectively as a class of aggrieved persons. In this event, the grievance may be submitted directly to the superintendent whereby such grievance will be commenced at Level 3.

Decisions rendered at Levels 2, 3 and 4 of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to all interested parties.

Any teacher appearing as a witness in grievance procedure investigations, meetings, or hearings will be released without loss of pay.

All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Board and given appropriate distribution to facilitate operation of the grievance procedure. The cost for preparing such forms shall be borne by the Board.

4.06 Grievance Report Form

UNIFIED SCHOOL DISTRICT NO. 303

GRIEVANCE REPORT FORM

Procedures [2] [3] [4] Date Filed \_\_\_\_\_  
[circle one to indicate level of grievance]

Name of Grievant Building Assignment  
\_\_\_\_\_  
\_\_\_\_\_

A. Date of cause of grievance occurred: \_\_\_\_\_

B. Relevant contract provisions, Board policies, or administrative regulations or practices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Statement of grievant's claim [statement of facts upon which grievance is based— use additional pages if necessary]:

\_\_\_\_\_  
\_\_\_\_\_

D. Desired relief:  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Received: \_\_\_\_\_

E. Disposition by the appropriate administrator [attach additional pages if necessary]:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **INSTRUCTIONS**

The purpose of the grievance procedure is to facilitate free, easy, and effective communication between teachers and the administrative staff to secure, in good faith, equitable solutions to problems that may arise from time to time. Careful attention to contract requirements for a grievance and the proper procedure for completing a grievance form and the filing of the same, as herein after detailed, will help to insure an expeditious and thorough consideration of each grievance.

Grievance Report Forms may be secured from school building offices and the Association officers, and should be filed at each level of the grievance procedure.

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, Board policies, or administrative regulations or practices, and the manners in which they are related are extremely important to provide a basis upon which a fair, thorough, and expeditious decision may be made.

2. Under Section B of the Grievance Report Form those relevant contract provisions, Board policies, or administrative regulations or practices that the grievant contends have been violated, misinterpreted, or misapplied, should be specified.
3. Under Section C, the grievant should state his/her claim by describing the manner in which the factual contentions are related to the relevant contract provisions and how a violation, misinterpretation, or misapplication of the contract, Board policies, or administrative regulations or practices have occurred.
4. Under Section D, the grievant should specify the relief that he/she desires as a result of the grievance.

### **ARTICLE 5.0 MISCELLANEOUS PROVISIONS**

#### **5.01 Job Descriptions**

The superintendent shall prepare a comprehensive list of all teaching positions within the school system, together with the qualifications for the duties and responsibilities of each such position. Such compilation of job descriptions shall be filed in the office of the clerk of the Board and made available to teachers for their inspection during regular office hours.

#### **5.02 Public Relations**

It shall be the duty of the members of the Ness City NEA to assist the Board through its administrative officers, to develop a progressive public relations program that will serve to inform the patrons of this district and the general public concerning outstanding or unusual programs and events that are part of the educational program of this district.

**5.03 Absentee Record**

An absentee record of each teacher is on file in the district office. After any absence, the teacher should report to the district office and verify the record. This current check assures complete and accurate records from which salary payments are made.