

# NEGOTIATED CONTRACT

BOARD OF EDUCATION  
ELL-SALINE NATIONAL EDUCATION ASSOCIATION

UNIFIED SCHOOL DISTRICT NO. 307

2019-2020

Ell-Saline Unified School District #307  
412 E. Anderson PO Box 157  
Brookville, Kansas 67425-0157

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## CERTIFICATE OF RATIFICATION

This is to certify that the attached agreement has been negotiated under the provisions of the 1970 PN Law between the Board of Education of the Unified School District No. 307, and the Negotiating Unit, representing all certified personnel of the district, except administrative employees, with the Ell-Saline National Education Association having been officially recognized by the School Board on November 12, 1973, as the exclusive representative of the negotiating unit.

This agreement was ratified by the membership of the Ell-Saline NEA on October 8, 2019.

This agreement was approved by the Ell-Saline Unified School District No. 307 Board of Education at the legally constituted meeting and entered into the minutes thereof on July 9, 2018.

Certified by:

**\*\*\*\*This page with original signatures is on file with the Board Clerk.\*\*\*\***

Marty Kramer

\_\_\_\_\_  
President, Ell-Saline Board of Education

Marty Kramer

\_\_\_\_\_  
Chairperson, Ell-Saline BOE Negotiations Team

Amber Fouard

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President, Ell-Saline KNEA

Trudy Dennison

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Chairperson, Ell-Saline KNEA Negotiations Team

Agreement No. 1

**BY REFERENCE AGREEMENT: MASTER CONTRACT**

RESOLVED, that the following language be made part of the individual professional employee contract of the professional employees of the Unified School District No. 307 for the 2009-2010 school year.

All Agreements made between the Board of Education of the Unified School District No. 307 and the Ell-Saline NEA and ratified by the Board of Education and the professional employees of the Unified School District resulting from professional negotiations as allowed by K.S.A. 72-5413 et. seq., are hereby incorporated into this contract by reference, become a part thereof as if fully set out herein, and shall be published and distributed to all professional employees, provided however, such agreements shall be limited to the time periods provided by each agreement, notwithstanding the provisions of the Kansas continuing contract law.

This agreement provides that all of the negotiated agreements included herein are in fact a legal part of each teacher's contract.

September 14, 2009 Date Approved by the Board of Education

## **LIMITATIONS**

1. COMPILATION: It is agreed that this set of negotiated agreements represents a compilation of all such agreements previously negotiated and agreed upon between the Ell-Saline Unified School District No. 307 Board of Education and the professional employees of the school district.
2. LIMITATIONS: It is further agreed that all rules, regulations and policies not specifically referred to within these agreements remain with the exclusive province and the jurisdiction of the Administration and the Board of Education of this school district.
3. GOOD FAITH: It is understood that both parties shall adhere in good faith to the negotiated agreements that have been ratified and made part of this document.
4. FUTURE AGREEMENTS: All items presented in future negotiations shall be presented in clear and precise language so that both parties will find them easily understood. Once agreed upon and ratified by both parties future agreements shall be placed within the context of each new agreement package. Future negotiations will ordinarily refer to changes or amendments within already existing agreements or they will be included as additional agreements.

July 11, 1983 Date Approved by the Board of Education

## **PUBLICATION AND DISTRIBUTION**

1. **TITLE**: It is agreed that all the negotiated items shall be typed and reproduced in a separate document each year. This document shall be entitled "Negotiated Contract: Board of Education - Ell-Saline National Education Association: Unified School District No. 307: Dated (insert appropriate school year in effect)".
2. **RATIFICATION**: The first page of the reproduced documents shall contain evidence of the ratification by agents of the Board of Education and the Ell-Saline NEA.
3. **MINUTES OF THE BOARD**: Ratification of this agreement by both parties will be documented in the minutes of the Board of Education.
4. **DISTRIBUTION**: It shall be the responsibility of the Superintendent of Schools to direct that this document will be typed, reproduced and disseminated electronically or in print to licensed staff a minimum of ten (10) working days prior to contract signing.
5. **FORM**: Future negotiated agreement packages shall be in the same basic form as this document and shall contain an index for the ease in reference.
6. **ERRORS**: Only the original signed document shall be considered as the official and accurate version, in such cases that errors may appear in the transcribing, printing or reproduction of this document.
7. **CHANGE DATE**: Any changes to the negotiated agreement will be marked with the effective date and year. (2010-11)

July 12, 2010 Date Approved by the Board of Education

## **SCHOOL CALENDAR**

SCHOOL CALENDAR COMMITTEE: The USD 307 Ell-Saline calendar committee will consist of ten (10) people: the superintendent, a board member, the Ell-Saline NEA President, 2 teachers (one from each building), 2 principals, and 3 parents (one selected by each administrator). The teacher and parent names will be submitted to the Superintendent by the end of the second week of school attendance. The Committee will be in place by the third week of school attendance and will meet during the first semester. The Superintendent will call and chair the meetings. Meetings will be in the evening to facilitate involvement of parents. It is recommended if the committee sees it as necessary or appropriate; they can gather information or survey classified employees and/or students. All proposals shall meet regulations, statute, policy and negotiated agreement. At least one calendar option will have no more than one (1) in-service day scheduled at the end of the school year (after release of students). The committee will propose several calendar options, at least one of which will include the Wednesday before Thanksgiving as a vacation (no school) day, to the staff by December 1. The staff will vote on these proposals. The committee will take the recommendation with the vote totals to the school board no later than the January meeting. The teacher selected calendar must earn at least 51% of the received ballots. If no calendar on the first vote receives 51%, a second vote will take place with the top two calendars. (2011-12)

If the board does not accept the proposed calendar, they will record the reasons for concern. The board will meet in open session with a calendar sub-committee made up of one administrator, one parent, and Ell-Saline NEA president or designee. (2019-20)

1. EMERGENCY DISMISSAL: The Board of Education is expected to provide good and reasonable working conditions for its professional employees. During times of emergency situations that cause undue hardships, such as water, heating, or power failure, inclement weather, or other extraordinary circumstances, appropriate dismissal procedures shall be carried out by the administration. Teachers will not be required to report or remain at the school where students will not report or have been dismissed, due to emergency situations. Teachers may, with administrative approval, report to or remain at school if they have work to do. School may be in session at one attendance center but not another due to the type of emergency dismissal.

2. CLOSE OF THE SEMESTERS: School will not be in attendance the last day of each 9-week grading period.

1 <sup>st</sup> and 3 <sup>rd</sup> quarters -	All day will be granted as a workday but the contract day is only from 8:00 to 12:00. (2010-11)
2 <sup>nd</sup> quarter -	All day (8:00 to 4:00) will be granted as a workday.
4 <sup>th</sup> quarter -	The final day of the grading period students will be dismissed at 11:00 AM. The final contract day will be an all-day workday with no student attendance.

3. PARENT-TEACHER CONFERENCE DAYS: Conferences in grades K-12 will be scheduled for two days each semester. If a grade level requires more than two days, the teacher will be compensated. They will be Wednesday after school from 4:15 p.m. to 8:15 p.m.; Thursday from 7:00 a.m. to 7:30 p.m. with one and one-half hour of break allowed for meals. This break time is to be scheduled by the principal and individual teacher. There will be no school on Friday.

Should the full time of the scheduled days not be needed to conduct the conferences, the excess time will be devoted to classroom preparations. If the conference time exceeds 15 hours, teachers will receive time or monetary compensation. An administrator or his/her designee will be present at the building site during conference times.

For the 2010-2011 school year there will be a .5 In-Service day/.5 Work Day approximately one (1) week prior to the fall PTC. The timing will be dependent on the date of the closing date of the window for the fall MAP assessments. This date is set for Monday, September 20, 2010. (2010-11)

4. HOLIDAYS AND VACATION DAYS: The Board of Education in adopting the school calendar shall include the following holidays with the minimum number of days as designated.

Labor Day	1 school day
Thanksgiving	2 school days
Winter Break	5 school days
New Year's Day	1 school day
Spring Break	5 school days (If Easter Break is during this week there will be 5 days total break)
Easter Break	2 school days unless same week as spring break (1 Good Friday - 1 Easter Monday)
Memorial Day	1 school day if teachers are on duty



5. USE OF DAYS/HOURS ABOVE THE MINIMUM NUMBER AS SET BY STATE STATUTE FOR THE 2015-2016 SCHOOL YEAR:

If, according to a formula set forth by the district and agreed to by the Association, there are seven (7) or more days above the minimum number of days as set forth by state statute remaining, the district will remove one (1) Student Contact/Teacher Contract day from the 2015-16 calendar before the end of the school year.

Explanation for the 2015-2016 school year:

Formula:

11 the number of days above the state statute in the 2015-16 calendar

- 3 the 10-year average number of days/hours lost above the minimum number as set by state statute

8 the average number of days remaining above the minimum number as set by state statute

- 1

7 number of days required to be remaining above the minimum number as set by state statute to qualify for one (1) day being removed from the calendar before the end of the year. (In other words if there are seven (7) or more days left then you get one (1) day off.) (2015-16)

July 12, 2010 Date Approved by the Board of Education

## COMPENSATION

1. LENGTH OF CONTRACT: Teaching Contracts at USD 307 shall be 181 days. (2010-11) At any time the Board of Education can return to the 189-day teacher contract for the following year and reduce the duty day by the 15 minutes additional time.
2. DUTY DAY: The board of education requires all teachers to be on duty from 8:00 a.m. through 4:00 p.m. Each teacher is to be supervising in or near the assigned area at the time the students are admitted to the classrooms. Permission to arrive late or leave early on occasion may be granted by the building principal. Teachers that are required to return for activities may leave as soon as all buses have departed.

Teachers will have the opportunity to receive a duty free lunch period at both the elementary and secondary levels according to the building schedule. Teachers selecting to cover lunch duty will receive the cost of an adult meal.

Teacher responsibility includes attending building team meetings, staff meetings, and IEP meetings as scheduled. Staff (faculty) meetings will be scheduled for an average of two hours each month. The specific scheduling will be left to the building administrator and staff. An effort will be made to stay within the following timeframes: monthly meetings lasting two hours, bi-weekly meetings lasting one hour each, and weekly meetings lasting 30 minutes each.

As a result of the number of contract days being reduced to 181, and the school day being lengthened, the hourly rate of pay for “assignments beyond the day”, such as curriculum work, the pay is determined by  $\text{base} \div 181 \div 8$ . On the current base, that is an amount of \$21.87. (2014-15)

Because the secondary school day is still a 7-period day, contract assignments, K-12, will still be computed in 1/7 increments.

Building level discussions will take place by August 20, 2014, to address the 8:10 to 8:20 time of the school day and if a plan is not in place by then, further monthly discussions will occur. (2014-15)

Teachers that have all/or part of their duty free lunch or planning time used for principal/Special Education scheduled meetings on student educational needs will be compensated for the time used at the hourly rate of pay determined for “assignments beyond the duty day”. (2015-16)

Teachers that are required to attend principal/Special Education called meetings on student educational needs during their duty free lunch, planning or before or after contract day will be compensated for the time used at the hourly rate of pay determined for “assignments beyond the duty day”. (2016-2017)

3. PAYDAY: Payment of the salary shall be made on the 15th day of each month, or the last working day prior to it. Any teacher upon written notice to the Board of Education, shall receive their June, July, and August checks the 15th day of June. Such notice shall remain in effect until rescinded by the employee. First time, beginning licensed teachers, hired by the regular August board meeting, have the option of receiving their compensation in twelve (12) equal monthly payments beginning with the September 15<sup>th</sup> pay period or in thirteen (13) equal payments beginning with the August 15<sup>th</sup> pay period.
4. PLANNING PERIOD: All teachers who are assigned teaching duties during their planning periods shall be compensated. All such claims and assignments must be agreed upon and approved in advance by the principal. Compensation will be in one-eighth (1/8) increments based on the Licensed Personnel Salary Schedule as follows: (base salary ÷ 181 days ÷ 8 = pay per period).
5. PLAN 125: The BOE shall establish and maintain a Section 125 Salary Reduction Cafeteria Plan. This plan will include the flexible spending option for unreimbursed health expenses and dependent care expenses. This plan will be in full compliance with the Internal Revenue Service Code and the regulations of the Social Security Administration. The following benefits will be included in the Cafeteria Plan:
  - \* Group Health
  - \* Dental (if provided by carrier)
  - \* Cancer
  - \* Accident insurance
  - \* Flexible Spending Benefits Plan (maximum contributions established by the district)

It is at the discretion of the district business office to allow “new providers”.

The maximum allowable amount in this plan is the total premiums of all benefits offered by the district.

Insurance Benefit: The USD 307 Ell-Saline BOE will fund a medical benefit for certified employees not to exceed the cost of a single health plan, on a take-it-or-leave-it basis. In addition, the board will contribute a designated amount to an insurance pool. Certified employees covered by their spouse’s insurance but not covered for dental may use this benefit to purchase a single or family dental plan from the district carrier.

An insurance committee will be established to review health insurance each year. The committee will be made up of an administrator, a board member, a participating certified employee, and a participating classified eligible employee. The committee will generate a report and share with all staff members. (2010-11)

Teachers desiring to participate in the Plan 125 shall complete and file with the Treasurer of the Board the necessary forms, which include their selection of the benefits, desired. Retirees will not be eligible to participate in Plan 125.

Teachers may purchase voluntary tax sheltered annuities (403b Annuities Plan) under a normal salary reduction agreement according to the guidelines established by the Board of Education. It is at the discretion of the district business office to allow new providers.

Retirees, from pool of all eligible staff, will not be eligible to participate in Plan 125. However, eligible retirees may still participate in the district total health insurance plan. The premium anniversary date coincides with the school calendar. Premium increases that affect the retired teacher must be paid before the premium is due. Notice will be sent by the district office of amount and date of payment. The teacher will be responsible for the payment of premiums by the due date; failure to do so may terminate insurance coverage. The option to maintain health insurance shall automatically terminate following the end of the benefit plan year in which the teacher reaches 65 or upon the death of the teacher.

6. MILEAGE AND EXPENSE REIMBURSEMENT: Professional employees shall be reimbursed for mileage and other expenses incurred for authorized use of their own vehicles. This would include special trips made in the carrying out of the regular duties expected of classroom teaching assignments, and in attending professional conferences and meetings. The principal and the superintendent must authorize all such payments.
7. OTHER COMPENSATION: A teacher/teachers will be compensated for any work assignment(s) mutually agreed upon by the administration and teacher(s) and requested by the administration. These assignments which extend over and above those normally expected within the obligations called for in the regular contract, negotiated agreement, or supplemental duty assignment must be requested and approved by the superintendent in advance of the work assignment. The administrator that requested the work assignment will submit the pay voucher to the proper official so that payment will be made to the teacher completing the extra work assignment. The compensation for these work assignments requested and approved by the administration shall be:  $\text{Base salary} \div 181 \div 8 = \text{pay per hour}$ .

Committees approved for payment and the maximum total hours for each committee.

- Reading Renaissance Chair 1 hour daily on overload basis  
(1/2 hour daily if shared by 2 staff)
- Reading Renaissance Committee 16 hours (4 committee members)
- Play Day 19 hours  
(chair and 5 committee members)
- Pep Rally 15 hours  
(chair and 3 committee members)
- Technology Chair \$1,000 per year
- Technology 36 hours (6 committee members)
- Elementary SIC Meetings 40 hours (5 committee members)
- Secondary KNCA Meetings 27 hours (3 committee members)
- Elementary Leadership/Character Education  
MS/HS Character Education—Bullying Prevention  
38 hours total  
(6 committee members total)  
(2014-15)
- After-School/Summer School  
Coordinator \$5,400 per year
- After-School/Summer School  
Lead Teachers \$20.00 per hour
- After-School/Summer School Aides \$9.00 per hour
- Curriculum Chairs \$500 per year  
(Elementary & MS/HS) (2017-18)  
(This excludes Reading chairs at the elementary level because they are compensated through Reading Renaissance Chair)
- Building Accreditation Lead \$1,000.00  
(Elementary & MS/HS) (2017-18)
- Vocational Instructors Compensated \$30 per student  
(using the audited September 20 enrollment count) per approved Vocational curriculum class with a maximum of \$300 per class.
- Redesign Pilot \$1000  
(for the 2019-2020 school year only)
- Redesign Co-Pilot \$800  
(for the 2019-2020 school year only)

Overload class pay is calculated as follows: individual teacher’s primary salary (step & column placement) divided by 7. (2011-12)

Time logs for committee work will be kept by the chairperson and turned into an administrator for approval. Building level committees turn time logs into the building principal. Time logs are to be turned in to the building principal by the last contracted duty day. In the event a committee is still working past the last contracted duty day then the time logs are to be turned in within seven (7) calendar days of the last committee meeting. (2011-12) District level committees turn time logs into the superintendent.

It was agreed to discuss during faculty meetings at the Elementary School the overall number of committees and the number of committees each faculty member is required to sign up for. (2015-16)

8. INSERVICE/WORKSHOP COMPENSATION: A teacher/teachers will be compensated for an in-service/workshop mutually agreed upon by administration and teacher(s), and requested by the administration. These in-service/workshops which extend over and above those normally expected within the obligations called for in the regular contract or supplemental duty assignments must be approved by the superintendent in advance of the in-service/workshop dates. The compensation for these additional workshop/in-service days shall be: Base salary/181 days ÷ 8 = pay per hour. Regularly scheduled teacher contract days missed due to inclement weather conditions or other unpredicted problems and not made up during the school year will be utilized before pay for in-service day(s) is granted.
9. SALARY SCHEDULE PLACEMENT: Teachers new to the system will receive full recognition for all years of teaching experience. This will apply to current employees to recover lost years.

If the Board of Education cannot fill a position with certain qualifications, the Board may employ a teacher for more than the schedule provides.

Hours taken after a degree but before a teaching certificate was granted will not count for placement on the schedule.

Hours taken after a teaching certificate is issued must be graduate hours or approved by the administration.

All hours and transcripts must be on file in the district office by September 1 of the current contract year. (2011-12)

Example: A teacher has a BS+8 credit hours at the present time. He/she decides to get an MS degree, but the program will not accept any of the eight hours toward the Masters. After receiving a Masters he/she will have a MS+8. If the Master's program will accept 4 of the previous hours, it would be credited as a MS+4 and 4 more hours would be needed to move over to the next step across on the salary schedule.

10. Teachers must report any expected change in the salary column placement for the next school year by February 15.
11. UNDERGRADUATE HOURS: For undergraduate hours to be credited towards movement across the salary schedule they must be requested and approved by the Administration and/or BOE. These hours should be toward additional endorsement areas. All undergraduate hours received before the 1992/93 school year or prior to employment at USD 307 are ineligible.
12. IDP POINTS: Effective July 1, 2008, IDP points may be used for horizontal movement on the salary schedule. These points must be earned outside the contract day. These points can be used to move in both the BS and MS columns but cannot be used to move from the BS column to the MS column. Twenty (20) IDP points equals one credit hour. Effective July 1, 2010, "Service To The Profession" points would be limited to ten (10) per year for the purpose of horizontal movement. (2010-11) See Agreement 18. (2011-12)
13. SUPERVISING STUDENT TEACHERS: Any moneys or benefits received from the sponsoring college or university will be given to the teacher who is supervising the student.
14. When a teacher has reached the maximum education level of Masters + 32 hours or Masters + 40 hours on the Salary Schedule, the steps down will not be in effect. Therefore, he/she will receive the equivalent of the current amount of a step down for each year he/she has been credited for teaching in the district.
15. COLLEGE TUITION REIMBURSEMENT: Full-time teachers can apply for college tuition reimbursement when they are completing coursework towards a Masters or Ph.D. program. The degree must be beneficial to the education of students, or education based, or within a content area of the teacher, or completed with administrative approval. There will be \$6,000 budgeted annually from the general fund budget and \$6,000 budgeted annually from federal funds pending availability. This totals \$4,000 per semester and \$12,000 per year. Teachers will receive a maximum of \$250 per hour with a maximum total amount of \$750 per 3-hour course. Those monies will be divided evenly for the three semesters.

Teachers will apply for reimbursement using the district reimbursement form and a copy of billing information from the institution. A teacher must have a program of study on file with the district office to receive reimbursement. The program of study can be changed as necessary and filed with the district office.

The application to qualify for payment of college tuition shall be submitted to the district office and include the following information:

1. A receipt showing payment of college courses which shows the name of the course and how many credit hours are being paid.
2. A letter to the Superintendent explaining the graduate program to which the teacher is submitting an application.
3. Field of the major course of study.
4. Letter from college admitting the teacher to the appropriate graduate program.
5. A plan of study listing the course names, course identification numbers, and the number of credits for each course. If a substitute course is taken, notification is to be given to the district office and reflected on receipts.
6. At the conclusion of the semester, a copy of a transcript or a copy of the student grade report containing the course number, course title, the grade received and the credits awarded for completion.

A copy of this information will be kept in teacher personnel folders and IDP notebooks.

Application deadlines are as follows:

August 30 for Fall Courses  
December 30 for Spring courses  
May 30 for Summer courses

Applications shall be taken to the building office to be stamped with date and time received and then forwarded to the district office. The monies will be awarded on a first come, first serve basis. The district office will notify those receiving reimbursement.

Teachers will be allowed reimbursement for one class per semester unless monies have not been used by other applicants. A teacher could then receive reimbursement for additional hours. If monies have not been used for a semester, then they will be moved to the following semester with the exception of the summer semester. At that time, monies cannot be held for the following year.

If a teacher drops the course or does not complete the course, they are responsible for repayment to the district. If a teacher resigns at the end of the year following a reimbursement, they must repay the district for expenses incurred. If a teacher resigns one year after the reimbursement, they must repay the district one-half of the expenses incurred. If a teacher resigns two years after the reimbursement, there is no repayment to the district.

There is no repayment if the district terminates the teacher contract. The board reserves the right to waive liquidated damages in the event of a hardship case (ex. Illness or other health reasons, spouse transfer, etc.)



Examples:

- A. Course taken Spring 2003. District reimburses teacher \$500. Teacher resigns May 2003. Teacher repays \$500 to district.
- B. Course taken Spring 2003. District reimburses teacher \$500. Teacher resigns May 2004. Teacher repays \$250 to district.
- C. Course taken Spring 2003. District reimburses teacher \$500. Teacher resigns May 2005. Teacher repays nothing.

16. SUPPLEMENTAL CONTRACTS: All supplemental duties assigned to a professional employee must be included on the supplemental contract. Acceptance or rejection dates will correspond to those of continuing contract law. Following the initial signing, mutual agreement and a replacement must be found before assignment can be changed during the contract year. The teacher and the President of the Board of Education must sign any addendum.

- 1. EXPERIENCE STEPS: A partial year of experience in the district will be credited as a full year. Experience at Ell-Saline as an assistant moving to head coaching duties or a middle school coach moving to a senior high position in the same sport will be given .5 years credit for each year of consecutive coaching with all fractional years of credit being dropped. When moving from high school to a middle school coaching assignment in the same sport, experience will be year for year. Non-consecutive duties performed will not be credited past five years. All years of junior and senior class sponsorship will be combined for experience steps for those sponsorships.

Examples:

- A. Teacher who coached at another school seven years, accepts a teaching and coaching contract at Ell-Saline.

Experience = 7 years will be placed at Year 8 on the Supplemental Schedule.

- B. Teacher was assistant coach at Ell-Saline for five years, moves to head coach. Teacher was head coach in junior high for five years and moves to a senior high position in the same sport.

Experience = 2.5 years will be given credit for 2 years and will be placed on year 3 on the schedule.

- C. Teacher who coached high school basketball for 3 years, moves to middle school basketball.

Experience – 3 years will be placed at Year 4 on the Supplemental Schedule.

Certified employees will receive a 10% increase of the supplemental base, (see example) for each 2 years of continuous service in the supplemental duty.

EXAMPLE: Head Coach  $9.5\% \times \text{Base Salary} = \text{Supplemental Base}$   
6 yrs. Experience =  $1.2 \times \text{Supplemental Base} = \text{Supplemental Salary}$   
15 yrs. Experience =  $1.7 \times \text{Supplemental Base} = \text{Supplemental Salary}$

- D. 3 years junior class sponsor + 3 years senior class sponsor = 6 years on salary placement.

2. WEIGHTLIFTING: Weightlifting will be offered for two months during the summer, four times per week and three hours per day. Pay for sponsoring the summer weightlifting program may be split between two sponsors and will be paid in the following contract year.
3. CONCERTS: Instructor to be paid according to supplemental duty salary schedule, not to exceed six concerts per year, excluding graduation ceremonies. Instructor must be present at each performance.
4. FORENSICS: Coach must organize a team of at least five members and attend at least four meets.
5. GAME OFFICIALS: Scorekeepers, timekeepers, and adult line judges at high school and middle school games are to be paid at \$9.00 per hour for the following sports: football, volleyball and basketball.

Ticket takers will be paid \$6 per hour per ticket taker.

6. Salary for assignments not included in the supplemental duty salary schedule is to be individually agreed upon and subject to approval by the BOE. The association may negotiate pay for that duty at the regularly scheduled negotiations by giving notice to the BOE.

It was agreed to discuss during faculty meetings at the Middle/High School the concept of concessions being spread out among classes and organizations. (2015-16)

## **SALARY SCHEDULE**

It was agreed there would be a one-time \$630.00 bonus and to fund the salary schedule movement both vertical and horizontal but no increase to the base salary. (2016-2017) It was agreed there would be a \$750.00 increase to the base salary and to fund the salary schedule movement both vertical and horizontal. (2017-2018) It was agreed there would be a \$1,330.00 increase to the base salary and to fund the salary schedule movement both vertical and horizontal. (2018-2019)

## **EVALUATION**

1. The board, association and administration agree that the evaluation of staff is meant to be a positive instrument. An effective evaluation is meaningful for the teachers and the school system, providing information and enhancing students' needs, teachers' capabilities and school effectiveness.
2. The administration, in performing these evaluations, shall follow, at the very least, the minimum requirements as set forth by state statute (Kansas Law 90, 72-9001, 72-9003, 72-9004, 72-9005, 72-9006).
3. It is understood by the association and the board that the 2013-2014 school year will be a pilot program for McRel. And we also acknowledge that the entire process and procedure has not been fully established and will be revisited at the end of the 2014-2015 school year by the Evaluation Review Team Evaluation.

It was agreed the committee would meet at the end of the 2015-2016, rather than the 2014-2015, school year to review the current teacher evaluation process. (2015-16)

4. Each professional employee shall be assured of adequate classroom visitation and observation by that person doing the evaluation.
5. Evaluation procedures shall give consideration to the limited capabilities of non-English speaking students who are assigned to regular classrooms. Professional employees teaching under these circumstances are not to be penalized in any way due to the failure of these students in meeting the academic standards normally expected in these classes.
6. A copy of McRel documentation is available by request from the District Office and is available on the district web site.

July 8, 2013 Date Approved by the Board of Education

## **PLANNING**

1. Each elementary teacher and itinerant teacher shall have an average daily planning time of 50 minutes during the student contact day, excluding lunch period. (2017-18)

Each middle school and secondary teacher will have planning time equal to a minimum of one uninterrupted class period per day.

Librarian(s) shall have a student free lunch/break time per building schedule.

In an effort to provide uninterrupted counseling and media services, the utilization of the librarian and counselor as substitute teachers should be used as the last alternative. When used as a substitute, compensation will be granted at the rate of base salary/181 ÷ 8 = pay per hour.

Should the need for a Principal/School Improvement meeting during a teacher's designated planning period arise, said teacher must be given at least 1 school day notice. (2019-20)

August 12, 2004 Date Approved by the Board of Education

## **GRIEVANCE PROCEDURE**

### **DEFINITION**

1. **GRIEVANCE**: A grievance is a complaint by a teacher or a group of teachers based on an alleged violation, misinterpretation or misapplication by the school system authorities of a negotiated contract or practice affecting conditions of employment.
2. **AGGRIEVED PERSON**: The person or persons making the complaint.
3. **PARTY IN INTEREST**: The person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

### **PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **PROCEDURE**

1. A teacher or group of teachers having a grievance must within five (5) school days following first being aware of the problem discuss the problem with the building administrator. There is no time limit on these discussions as long as both parties consider these talks to be productive.
2. If the teacher or group of teachers does not feel a final satisfactory solution has been reached or there is a breakdown in communications, the grievance may be filed in writing with the Superintendent of Schools within five (5) school days following the receiving of a final decision or breakdown of communications.
3. The Superintendent of Schools will hold a hearing on the grievance within five (5) school days after receiving the grievance. Grievances filed with the superintendent shall receive a reply in writing within five (5) school days following the hearing.

4. If the teacher or group of teachers remains unsatisfied with the decision of the superintendent, the grievance may be placed before the Board of Education at its next meeting. The request for such a hearing must be filed with the board within five (5) school days upon receiving the superintendent's decision regarding the grievance. The superintendent shall be notified by the teacher or group of teachers in writing if a Board of Education hearing is requested. Decisions of the Board of Education will be received by the teacher or group of teachers in writing within five (5) school days of the next regular school board meeting.

#### RIGHTS OF TEACHERS TO REPRESENTATION

1. No reprisals of any kind will be taken by the Board of Education or by any member or representative of the administration against any aggrieved person, any party in interest, any grievance representative, or another participant in the grievance procedure by reason of such participation.
2. A teacher or group of teachers may be represented at all levels of the grievance procedure by himself/herself or at his/her option by a representative. If the teacher is not represented by the Association, he/she may allow the Association the right to state its view at all stages of the grievance procedure. The Association president will receive the official minutes of the meeting by providing written authorization to the Superintendent from the grieved teacher or group. This authorization must be signed by all employees involved in the grievance. (2019-20)

January 23, 1995 Date Approved by the Board of Education

## **INSERVICE DAYS**

1. WORKSHOP DAYS: It is recommended that in-service workshop days be developed and held during the school year and that such days be counted as school days in accordance with K.S.A. Section 72-1106 and the rules and regulations of the Kansas Department of Education.
2. The Board of Education will pay the following expenses for teachers attending required/approved workshops for in-service work.
  - A. Fees charged for the activity (if any).
  - B. USD 307 will provide transportation and/or mileage payments to and from the out-of-district activity. The USD 307 administration will determine if it is more convenient to provide the transportation or pay mileage.
  - C. USD 307 will pay reasonable costs or furnish meals for required out-of-district activities.

June 10, 1991 Date Approved by the Board of Education



## **LEAVE POLICY**

Substitutes working all or portions of the 1/8-time period will be compensated for each of the periods. Teachers missing a total of 1/2-hour during two consecutive periods will have leave reduced by 1/8.

Leave will be deducted in 1/2-day increments when an outside substitute must be hired to cover the teacher absence.

Leave will be deducted in 1/8-day increments when an in-house substitute can be hired to cover the teacher absence. Teachers acting as an in-house substitute will only be on a voluntary basis, and they will be compensated for the time they have covered another teacher's absence.

1. **LEAVE:** Temporary Leave is defined as absence from duties for illness (personal or family), bereavement or personal business\*. The teacher will not be required to give specific reasons for Temporary Leave utilization. Teachers are granted Temporary Leave in the amount of thirteen (13) days per year. (2011-12) Temporary Leave days not used accumulate to a maximum of sixty (60) days at the end of each year. A teacher may utilize Temporary Leave when reasonable notice is given to the building principal or immediate supervisor a minimum of 2 days (48 hours) prior to the use of the leave in every case where possible. Teachers may take no more than seventy-two (72) days of leave in a contract year. Unused leave over sixty (60) days will be paid at a rate of \$60 per day. Upon official retirement from the district, teachers will be paid at the negotiated rate for any unused leave.

It was agreed to add \$10.00 to each day above the maximum accumulation of 60. This provision is for the 2015-2016 school year only. (2015-16)

It was agreed that beginning with the 2018-2019 school year, \$10.00 will be added (raising the rate to \$70.00 per day) to each day above the maximum accumulation of 60. (2018-2019)

Examples:

Teacher A	Starts year	30 days accumulated
	Receives	13 days current
	Uses	4 days during year
	Carries over	39 days of accumulated leave (no compensated leave)

Teacher B	Starts year	55 days accumulated
	Receives	13 days current
	Uses	4 days during year
	Carries over	60 days of accumulated leave
	Compensated for	4 days at \$70 per day

Teacher C	Starts year	60 days accumulated
	Receives	13 days current
	Uses	4 days during year
	Carries over	60 days of accumulated leave
	Compensated for	9 days at \$70 per day

Teacher D	Starts year	60 days accumulated
	Receives	13 days current
	Uses	0 days during year
	Carries over	60 days of accumulated leave
	Compensated for	12 days at \$70 per day*

\*Although the number of days per year was increased to 13, the maximum number of days was left at 72. (2011-12)

(Retiring at end of 2015-16 only)

Teacher E	Starts year	60 days accumulated
	Receives	13 days current
	Uses	4 days during year
	Remaining	69 days
	Paid rate	60 days at \$60 and 9 days at \$70

\* Temporary Leave for reasons other than illness is not to be taken the day preceding or the day following a school observed holiday or the final five (5) days of student school attendance except for the school activities and/or graduations of immediate family members including self, spouse or children. Any other days taken during that time period will be at the discretion of the building principal.

Temporary Leave with pay will be granted for no more than three (3) consecutive school days for other than the aforementioned exceptions or for military deployment of immediate family members. Temporary Leave in excess of three (3) consecutive school days not meeting any of the aforementioned exceptions may still be taken but those days will be without pay. (2018-2019)

Staff members who are absent after their Temporary Leave has been exhausted or on a day that is stipulated in this Negotiated Contract as a day that a teacher is required to be in attendance, will have their pay docked using the following formula. Dock in pay is calculated as follows: individual teacher's primary salary (step & column placement) divided by 181. (2017-18)

2. MATERNITY LEAVE: Maternity leave will be covered by the regular temporary leave policy.

Upon request, a teacher shall be granted maternity leave. The date, which the leave commences, shall be determined by the teacher and her physician. As soon as the leave commencement date is determined, it shall be communicated to the superintendent in writing.

The teacher may continue in her teaching position during the pregnancy until, in the opinion of her physician, continued professional activity could endanger her health or adversely affect her ability to teach.

The teacher may return from the leave to her position as soon as her physician certifies she is capable of performing all tasks required under her contract.

3. PROFESSIONAL LEAVE: Professional employees will be allowed time and expenses to attend professional meetings and conferences that are deemed designed to update and enhance their capabilities within their assigned responsibilities. Such leave shall be subject to approval by the superintendent.
4. ADVANCED DEGREE LEAVE: Advanced Degree Leave will be granted up to 2 days per year for individuals in an advanced degree program for advisory meetings, exit exams, and/or graduation. A copy of the current advanced degree plan will be on file in the district office.
5. FAMILY LEAVE: The USD 307 BOE recognizes that the Federal Family Leave bill covers the teachers in the school district. Therefore before any time be allowed under this act the teacher must first have used all of the temporary leave to which they are entitled. These days will be subtracted from the days provided for in the bill.

6. LEGAL LEAVE: Jury Duty: leave will be granted to a teacher for jury duty. Absences due to jury duty will be with pay, but will not be deducted from leave days. Teachers have the option of paying for their substitute or surrendering the money received from the courts. If no money is received from the court, the district pays the full cost of the substitute teacher. Absences due to being called as a witness or testifying on behalf of the school in school-related matters will not be deducted from leave. School-related includes any student/staff hearing in which the teacher is called to testify.
7. TEMPORARY MILITARY LEAVE: Teachers who are members of units of the National Guard or Reserved Forces of the United States, called to serve a mandated tour of duty by the proper authority pursuant to the laws of the United States, or the State of Kansas, shall be granted a leave of absence without pay. A teacher called to serve shall select those duty options which least interfere with the educational duties of the teacher. The Board of Education may request a letter from the teacher's commanding officer stating that the training could not be taken at a time when school is not in session.
8. EXTENDED HEALTH LEAVE: When a teacher's temporary leave is exhausted an extended health leave will be granted. This leave will be granted without pay to the teacher. The applicant for the extended health leave will be required to submit a physician's statement setting forth the nature of the illness or incapacity and projected date of return.

Upon return the teacher will be required to submit a physician's statement certifying his/her capacity to assume his/her professional duties.

If the teacher is not on duty at the current teacher notification date or following that date till the end of the school year, due to the extended health care leave, the teacher must submit a letter with accompanying physician's statement, that they will be fulfilling their contract for the next year. The teacher is required to keep the administration aware of their medical status.

If the teacher does not fulfill their contract duties damages will be assessed, per agreement No. 16.

August 15, 2011 Date Approved by the Board of Education

Agreement No. 11

**TEACHER AIDES**

1. TEACHER AIDES: Teacher aides shall be provided when it is determined to be necessary through mutual agreement between the teachers affected, the administrative staff and the Board of Education.

July 11, 1983 Date Approved by the Board of Education

## **HANDLING OF COMPLAINTS**

1. **PROCEDURE**: Any complaints regarding a professional employee made to an administrator or member of the Board of Education by any parent, student, or patron shall be called to the professional employee's attention within five school days. The professional employee shall receive a verbal or written report of any such complaint. The professional employee shall have an opportunity to answer the complaint. An administrator should encourage open communication between the two parties involved. Conferences will be set up as soon as possible between the complainant, professional employee and/or the administration if all parties agree to the conference.

If the professional employee is not made aware of the complaint by the administration, the complaint shall be disregarded and will not be part of the professional employee's personnel file.

Professional employees are expected in turn to report all such complaints to their supervising administrator.

2. **PARENT CONFERENCES**: Oftentimes parental complaints or misunderstandings can be solved through a personal discussion between the parent and the professional employee. Administrators and members of the Board of Education shall attempt to bring about such conferences whenever possible.

September 14, 1992 Date Approved by the Board of Education

**POSTING OF CERTIFIED VACANCIES**

The superintendent shall deliver to the Ell-Saline teachers, and post in all attendance centers, a list of certified vacancies which occur during and for the following school year upon knowledge of vacancies. These vacancies will be posted for ten (10) days or until school is out for the year whichever comes first. Teachers within our system may apply for these positions, but final filling of these positions shall be left up to the discretion of the superintendent.

Professional employees should notify the superintendent of positions they would like to have if the position becomes available.

The certified vacancy listing shall include an adequate description of the position to be filled.

August 12, 1996 Date Approved by the Board of Education

Agreement No. 14

**KNEA DAYS**

Unified School District No. 307 will allow up to nine days for teachers to attend KNEA-sponsored activities. No more than six teachers will be allowed to be absent for such activities on any one day. The Association agrees to notify the Superintendent no less than 10 days in advance of taking such leave. The teacher(s) will be notified by the superintendent at least two working days in advance of the leave date as to the status of the leave request.

June 10, 1991 Date Approved by the Board of Education



## **REDUCTION OF TEACHING STAFF**

In the event the Board of Education decides that the size of the teaching staff must be reduced, guidelines in the rules will be followed. Insofar as possible, reduction will be accomplished by attrition due to resignations and retirement and by nonrenewal of non-tenured teachers.

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

To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the district to meet 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 as determined by the board. Total district enrollment, grade level enrollment, and enrollment trends in the subject areas will be considered in the determination of the number of teachers needed to implement the district's educational program.

After determination of the educational program and staff needs, the following plan will be used:

1. Determine if staff resignations or retirements will accomplish the goals.
2. Determine if nonrenewal of non-tenured teachers will accomplish the goals.
3. In the event a tenured teacher must be reduced from the teaching staff, those retained shall be those teachers with the most years of service under a teaching contract in the district.
4. In making staff reductions, the administration shall consider these items in the following rank order:
  1. Competence as reflected in evaluations
  2. Years under a teaching contract in the district
  3. Total years of teaching
  4. Course assignments and number of years with each assignment
  5. Licensure
  6. Academic preparation from the last ten (10) years
  7. Extra duty assignments, support of activities, and professional orientation from the last ten (10) years

If a reduction in teaching force is in order, all teachers certified in the area shall have the opportunity to complete a RIF Worksheet to be submitted to the administration. The form will include all areas of consideration, with the exception of the performance evaluation section. Teachers will also have an opportunity to comment on other information the teacher believes the administration should consider. These forms may be obtained from the District Office and it is included in the Appendix of this document.

The administration will compile all of the information and rate each of the categories in an effort to make a recommendation to the board. (2010-11)

Teachers affected by staff reduction (above) shall be placed on a preferential hiring list for a period of two (2) years. If there are two (2) or more persons on the list determined to be equally qualified for an available vacancy, preference shall be given to the person with the most service in the district (requiring a teaching certificate). If reinstated credit for accumulated unused sick leave and credit shall be given for any teaching, coaching, supplemental duties, during the period of the RIF, for purposes of negotiated salary increases he/she would have received had he/she not been RIFFED. Length of service for any employee from the preferential hiring list shall date from the last date of the hire held prior to the RIF less the time of the RIF.

Teachers wishing reinstatement under this policy shall notify the superintendent in writing, with a copy to the NEA-ELL-Saline, of their interest and availability every six (6) months after the termination date of their contract and of any changes in their telephone number, address, and licensure.

The school district will observe all provisions of the continuing contract statutes KSA 72-5410, 72-5411, and 72-5436 to notify employees that their positions will be terminated because of necessary reduction in staff.

Notice of vacancies in the system will be mailed to persons on the preferential hiring list.

July 12, 2010 Date Approved by the Board of Education

**RESIGNATIONS**

1. TIMELY RESIGNATIONS

The board of education should receive a written resignation for the upcoming year by April 1<sup>st</sup> for the teacher to receive early resignation incentive based on the following pay scale:

Received by February 1 <sup>st</sup>	\$900
Received between February 2 <sup>nd</sup> -March 1 <sup>st</sup>	\$700
Received between March 2 <sup>nd</sup> -April 1 <sup>st</sup>	\$500

Employees will receive their incentive payment with the final check.

2. LATE RESIGNATION LIQUIDATED DAMAGE SCALE: The following is the late resignation liquidated damage scale to be used when a member of the teaching staff resigns after the current teacher notification date (per state statute).

<u>Dates</u>	<u>Amount</u>
CTN to May 31	2% of teaching contract
June 1 to June 15	3% of teaching contract
June 16 to June 30	4% of teaching contract
July 1 to July 15	6% of teaching contract
July 16 to July 31	8% of teaching contract
August 1 to 1 <sup>st</sup> day of contract	10% of teaching contract
After the contract begins	10% of teaching contract

The BOE reserves the right to waive liquidated damages in the event of a hardship case (ex. illness or other health reasons, spouse transfer, etc.). Before a resignation is agreed to damages will be paid.

August 13, 2007 Date Approved by the Board of Education

Agreement No. 17

**REOPENING NEGOTIATIONS:**

REOPENING NEGOTIATIONS: The BOE and Ell-Saline K-NEA agree to reopen negotiations and permit amendments to this agreement, upon request of either party. The request must be in writing. A written reply from the BOE must be within 5 calendar days of the next regularly scheduled meeting. The Association must reply to the BOE at least 5 days before the next regularly scheduled board meeting.

August 23, 1993 Date Approved by the Board of Education

## **PROFESSIONAL DEVELOPMENT PLAN**

Each teacher at Ell-Saline USD 307 shall have on file a short term 1-year Professional Development Plan and a long term 3-year Development Plan. This plan may be reevaluated by the teacher with the administration at any time. Goals for effective teaching and professional improvement shall be included in this plan.

Each teacher's plan will be utilized in deciding which workshops and in-service sessions they may attend. Teachers failing to have a plan on file may not be allowed to attend any non-district sponsored in-service of their choice. Teachers must develop a time line of the in-service and workshops they plan to attend to meet the goals of their Professional Development Plan.

In-service Opportunities Available to Licensed Staff:

Out-of-state Conferences:	One every third year provided the budget allows (2019-2020)
District or Building Level:	6-9 days annually scheduled on district calendar (2019-20)
Independent Workshops:	2 per year in state.

Beginning teachers will attend in-service opportunities as assigned by administration in the targeted areas for the district and building.

Teachers targeted for improvement will attend workshops as assigned by administrator.

See Agreement 5 #12. (2011-12)

August 15, 2011 Date Approved by the Board of Education

**LONGEVITY INCENTIVE:**

A. Employer and Employee Paid Contributions

1. A Longevity Incentive Plan will be established for each teacher employed in USD 307. The vesting schedule for teachers that were employed by USD 307 prior to the adoption of the 403b benefit begins at the time they were first employed as a teacher of USD 307. (2012-13) This plan will contain up to two (2) separate accounts. An Employer Paid Account will be initiated for each teacher. A Voluntary Employee Paid Account will be initiated for each teacher at his/her request.
2. USD 307 will contribute \$60.00 per month per contract year into each full time teacher's Employer Paid Account. (2012-13) For the 2016-2017 school year, USD 307 will contribute \$70.00 per month into each full time teacher's Employer Paid Account. (2016-2017) Beginning with the 2018-2019 school year, USD 307 will contribute \$70.00 per month into each full time teacher's Employer Paid Account. (2018-2019) Contributions will be prorated for teachers who work less than full time in a certified position and/or are employed for less than a full contract year.
3. Upon beginning his/her 6<sup>th</sup> contiguous year as a teacher employed by USD 307, each teacher will become vested at 10% of the amount contained within his/her Employer Paid Account. The vested portion will continue to increase by an additional 10% per year until the teacher is 100% vested upon beginning his/her 15<sup>th</sup> contiguous year with USD 307.

Vesting Schedule:

<u>Year(s)</u>	<u>Amount Vested</u>
1-5	0%
6	10%
7	20%
8	30%
9	40%
10	50%
11	60%
12	70%
13	80%
14	90%
15	100%

A teacher who terminates employment with USD 307 after the beginning of his/her 6<sup>th</sup> year may leave the vested amount in the Employer Paid Account, thereby retaining contiguous vesting status upon return to a teaching position with USD 307 at a future date.

4. A teacher may voluntarily contribute from salary an amount of his/her choosing into the Employee Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. A teacher who chooses to make contributions into his/her Voluntary Employee Paid Account will be fully vested in this account immediately.
5. A representative of OFG will meet with the negotiations teams on an annual basis to review the investment options, including Conservative, Moderate and Aggressive investment portfolios. Teachers must select from these options for all investments into their Longevity Incentive Plan. Separate investment options may be made for a teacher's Employer Paid Account and his/her Voluntary Employee Paid Account. Employer Paid Contributions for teachers who do not make investment elections will be placed in the Moderate investment Portfolio.  
NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by State and Federal laws and regulations.
6. A teacher may access the vested portion of his/her Employer Paid Account upon termination of an employment contract with USD 307.
7. Employer and Voluntary Employee Paid Contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified Rollover options may allow a terminated teacher to defer taxation until a later date.
8. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board of Education of USD 307.

## B. Phase Out Options

1. Eligibility – A teacher may choose the Phase Out Option if he/she
  - a. Was employed as a full time teacher in a certified position by USD 307 during the 2006-2007 contract year.
  - b. Has 15 years or more of full time employment as a teacher in a certified position with USD 307 (uninterrupted by any other employment) immediately prior to retirement.
  - c. Will be less than the age for full Social Security retirement as of August 31 of the year he/she plans to retire.
  - d. Retires prior to the 2022-2023 contract year.
  - e. Has a combined total of age plus credited years of service in KPERS that is equal to or greater than 85.
  - f. The Longevity Incentive Plan (KPERS) that was in effect during the 2006-2007 school year will remain in effect for all teachers whose earliest date of eligibility to the plan is either prior to, or during, the 2011-2012 school year. Teachers whose earliest date of eligibility to the plan is with the 2012-2013 school year will be under the guidelines of the proposed (403(b)) plan. Teachers will not have a choice between the two plans. Teachers that are under the guidelines of the Longevity Incentive Plan (KPERS) that was in effect during the 2006-2007 school year must start the process at their earliest possible retirement eligibility date.
2. Application – A teacher may apply for the Phase Out Option by giving written notice to the Superintendent. Such written notice shall be submitted on or before the first (1<sup>st</sup>) day of March preceding the anticipated retirement date and shall include the following information:
  - a. A statement of the teacher’s desire to retire and choose the Phase Out Option.
  - b. The anticipated date of retirement.
  - c. The teacher’s birth date and age on the date of retirement.
  - d. The number of years contiguously employed as a teacher with USD 307.
  - e. Whether the teacher desires health insurance coverage through the USD 307 health insurance program.
3. A teacher choosing the Phase Out Option may select annual contributions into their Employer Paid 403(b) accounts between the following two options:



Phase Out Payouts Chart (Option A)

This chart will be used when a teacher reaches the eligibility requirements but will remain teaching for USD #307.

<u>Funded Dates</u>	<u>Pre-Funded Amount</u>	<u>Year 1 Payment</u>	<u>Year 2 Payment</u>	<u>Year 3 Payment</u>
Sept. 2013	\$4,561.00	\$439.00	\$5,878.00	\$7,878.00
Sept. 2014	\$5,547.00	\$0.00	\$5,331.00	\$7,878.00
Sept. 2015	\$6,613.00	\$0.00	\$4,265.00	\$7,878.00
Sept. 2016	\$7,763.00	\$0.00	\$3,115.00	\$7,878.00
Sept. 2017	\$9,006.00	\$0.00	\$1,872.00	\$7,878.00
Sept. 2018	\$10,348.00	\$0.00	\$530.00	\$7,878.00
Sept. 2019	\$11,798.00	\$0.00	\$0.00	\$6,909.00
Sept. 2020	\$13,364.00	\$0.00	\$0.00	\$5,343.00
Sept. 2021	\$15,054.00	\$0.00	\$0.00	\$3,653.00
Sept. 2022	\$16,880.00	\$0.00	\$0.00	\$1,827.00

Phase Out Payouts Chart (Option B)

This chart will be used when a teacher reaches the eligibility requirements and retires from teaching for USD #307.

<u>Funded Dates</u>	<u>Pre-Funded Amount</u>	<u>Year 1 Payment</u>	<u>Year 2 Payment</u>	<u>Year 3 Payment</u>
Sept. 2013	\$4,561.00	\$439.00	\$6,500.00	\$8,500.00
Sept. 2014	\$5,547.00	\$0.00	\$5,953.00	\$8,500.00
Sept. 2015	\$6,613.00	\$0.00	\$4,887.00	\$8,500.00
Sept. 2016	\$7,763.00	\$0.00	\$3,737.00	\$8,500.00
Sept. 2017	\$9,006.00	\$0.00	\$2,494.00	\$8,500.00
Sept. 2018	\$10,348.00	\$0.00	\$1,152.00	\$8,500.00
Sept. 2019	\$11,798.00	\$0.00	\$0.00	\$8,202.00
Sept. 2020	\$13,364.00	\$0.00	\$0.00	\$6,636.00
Sept. 2021	\$15,054.00	\$0.00	\$0.00	\$4,946.00
Sept. 2022	\$16,880.00	\$0.00	\$0.00	\$3,120.00

If circumstances arise and a teacher cannot fulfill the three years of continued teaching under Option A, then the teacher can switch to the second option.

Under either Option A or Option B above, the funded dates for the Phase Out Options will start the year immediately following the year of retirement. (2016-2017)

Under either Option A or Option B above, the total benefit a qualifying teacher may receive is based on a \$50.00 per month contribution assuming an 8% rate of return calculated while employed.

All Phase Out benefits terminate upon the death of the teacher.

4. A teacher selecting Option B shall have the option to maintain health insurance coverage through the USD 307 Ell-Saline health insurance program. The premium anniversary date coincides with the school calendar. Premium increases that affect the retired teacher must be paid before the premium is due. Notice will be sent by the district office of amount and date of the payment. The teacher will be responsible for the payment of premiums by the due date; failure to do so may terminate insurance coverage.

The option to maintain health insurance shall automatically terminate following the end of the benefit plan year in which the teacher reaches 65 or upon the death of the teacher.

The issues of vesting schedule and tracking contiguous years of service if they are interrupted for “hardship cases” will be researched with an update given after the first of the year (January 1, 2010).

September 14, 2009 Date Approved by the Board of Education

## **TERMINATION OF TEACHERS**

**TERMINATION STATUTES:** The Ell-Saline Board of Education in cases where a teacher must be terminated will follow Kansas Statutes. Kansas Law Due Process Procedure. Contract Termination 72-5436, 72-5437, 72-5438, 72-5439, 72-5440, 72-5441, 72-5442, 72-5443, 72-5444, 72-5445, 72-5446, 72-5447.

The above will remain in effect for the 2014-2015 school year. (2014-15)

The Board and Association agree to the mutual benefit of a Fair Dismissal procedure for experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.

Whenever a teacher who has taught three or more continuous years in the District is notified by certified mail of the Board's intent to non-renew the teacher's contract prior to the statutory continuing contract date, the teacher may request a hearing. This request must be made within 14 calendar days from the receipt of the letter by filing a written request with the Clerk of the Board.

The Board's notification shall include the reasons for non-renewal as well as all evidence used to support the Board's decision which the Board will use at a hearing.

The hearing will be held in executive session and, at such meeting, the Board will specify the reason or reasons for the Board's intention to non-renew the teacher's contract. Both parties shall have the right to have counsel present. If the teacher intends to have counsel present, he/she will notify the board at the time the request for the meeting is made. Within 10 days after the meeting, the board shall reconsider its reason or reasons for nonrenewal and shall make a final decision as to the matter.

The teacher shall pay for his/her expenses, including any witnesses and/or representation. (2015-16)

December 8, 1997 Date Approved by the Board of Education

## **INTELLECTUAL PROPERTY RIGHTS**

### Definitions:

- Intellectual Property means, without limitation, any educational product, software, or concept which is protected by copyright, trademark or patent regardless of
  - (a) whether the product or concept is publicly distributed
  - (b) whether the copyright is registered; or
  - (c) whether notice of copyright is given
- Creator means the individual, group, or entity, which develops, designs, or constructs Intellectual property.
- Owner means the individual, group, or entity, which owns Intellectual Property. The Owner may or may not be the Creator of the Intellectual Property.

Certified employees are encouraged by USD 307 to develop, design, and construct Intellectual Property, which will assist them in the performance of their duties. Certified employees recognize USD 307 as a Part Owner of Intellectual Property, which is developed, designed, or constructed during employment with USD 307. Certified employees agree to list and recognize USD 307 as a contributor to the project, development, or concept on all published or presented materials.

Certified employees agree that regardless of the number of Owners of a particular item of Intellectual Property, the 'Ell-Saline Cardinal Foundation for Educational Excellence' shall receive 20% of all outside gross receipts or gratuities in excess of \$1,000 per fiscal year per employee, regardless of whether such gross receipts are in the form of sales, royalties, licensing fees, or otherwise. Certified employees agree to execute such documentation as may be reasonably required to protect and secure USD 307's ownership and income rights in Intellectual Property.

Certified employees grant USD 307 the right to reproduce and use Intellectual Property (in which USD 307 is a Part Owner) in furtherance of USD 307's educational purposes and mission.

June 28, 2001 Date Approved by the Board of Education

## **CIVILITY POLICY**

USD 307 believes interactions among individuals should be of a positive and productive nature. In accordance with this belief, it is the policy of USD 307 to treat everyone – fellow employees, students, parents, patrons, visitors, anyone having business with the district – with fairness and respect. The district also expects that anyone having interaction(s) with everyone associated with the district will treat them with professionalism, courtesy, dignity and respect.

It is our policy, in accordance with the law and accepted rules of a civil society, to maintain an environment, which is legal, ethical, and non-abusive. This policy is not intended to deprive anyone of his/her right to freedom of expression; its intent is to maintain a reasonable and safe environment for all.

Civil behavior is polite. Even when we disagree with each other, we can be polite. Remember: Civility is often verbal, but it can be nonverbal as well.

Civil behavior is controlled. When we are civil, we allow reason and respect to control our behavior.

Civil behavior is the best means of accomplishing one's goals through self-expression, persuasion, and acknowledgement of others.

These behaviors are uncivil. It can occur in person, on the phone, on voice mail, in writing or in email.

- Physical or verbal threats, overt or implicit
- Behaviors that are coercive, intimidating, violent or harassing
- Use of profanity
- Personally insulting remarks
- Attacks on a person's race, gender, nationality, or religion
- Behavior that is "out of control"

Remember that the policy of USD 307 opposes uncivil behavior. If you feel you have been the object of such behavior...

1. Use your best interpersonal skills to return the conversation to a civil tone.
2. End the phone conversation or personal interaction. Politely, but firmly, express your belief that the tone of the interaction has become unproductive. Indicate your intention to refer the issue to a third party (e.g., a principal or supervisor).
3. If evidence of the allegations of uncivil behavior exists, save it (notes, emails, voice mails).
4. If appropriate, ask a principal or supervisor to join a conversation that is going in the wrong direction.

5. Follow through by referring the issue to an appropriate person and filing an incident report form, if necessary. Employees may want to refer the issue to a principal or supervisor. Parents may follow up with a principal or supervisor. Students can speak with a principal, teacher, or counselor.
  6. File a written report, grievance, with your supervisor.
- After a report, grievance, is filed, several things can happen.

## PROCEDURE

1. A teacher or group of teachers having a grievance must within five (5) school days following first being aware of the problem discuss the problem with the building administrator. There is no time limit on these discussions as long as both parties consider these talks to be productive.
2. If the teacher or group of teachers do not feel a final satisfactory solution has been reached or there is a breakdown in communications, the grievance may be filed in writing with the Superintendent of Schools within five (5) school days following the receiving of a final decision or breakdown of communications.
3. The Superintendent of Schools will hold a hearing on the grievance within five (5) school days after receiving the grievance. Grievances filed with the superintendent shall receive a reply in writing within five (5) school days following the hearing.
4. If the teacher or group of teachers remain unsatisfied with the decision of the superintendent, the grievance may be placed before the Board of Education at its next meeting. The request for such a hearing must be filed with the board within five (5) school days upon receiving the superintendent's decision regarding the grievance. The superintendent shall be notified by the teacher or group of teachers in writing if a Board of Education hearing is requested. Decisions of the Board of Education will be received by the teacher or group of teachers in writing within five (5) school days of the next regular school board meeting.

## RIGHTS OF TEACHERS TO REPRESENTATION

1. No reprisals of any kind will be taken by the Board of Education or by any member or representative of the administration against any aggrieved person, any party in interest, any grievance representative, or any other participant in the grievance procedure by reason of such participation.
2. A teacher or group of teachers may be represented at all levels of the grievance procedure by himself/herself or at his/her option by a representative. If the teacher is not represented by the Association, he/she may allow the Association the right to state its view at all stages of the grievance procedure. The Association president will receive the official minutes of the meeting.

July 11, 2005 Date Approved by the Board of Education.

## APPENDIX

## RIF Worksheet – USD 307

Teacher Name \_\_\_\_\_

Building \_\_\_\_\_ Current Assignment \_\_\_\_\_

	Maximum # of Points Possible	Administrative Points Assigned																								
<p>1. Competence as reflected in evaluations (Administration will complete this section using the last 2 district evaluations. 15 points per evaluation – deduct 1 point on each evaluation for each rating that is not “Meets Expectations.”)</p>	30 pts.	_____																								
<p>2. Number of years under a teaching contract In the district. Points will be assigned based upon the following scale:</p> <table style="margin-left: 40px; border: none;"> <tr><td>Non-probationary to 5 years</td><td style="text-align: right;">26 pts.</td></tr> <tr><td>6-10 years</td><td style="text-align: right;">27 pts.</td></tr> <tr><td>11-15 years</td><td style="text-align: right;">28 pts.</td></tr> <tr><td>16-20 years</td><td style="text-align: right;">29 pts.</td></tr> <tr><td>21 years and above</td><td style="text-align: right;">30 pts.</td></tr> </table>	Non-probationary to 5 years	26 pts.	6-10 years	27 pts.	11-15 years	28 pts.	16-20 years	29 pts.	21 years and above	30 pts.	30 pts.	_____														
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6-10 years	27 pts.																									
11-15 years	28 pts.																									
16-20 years	29 pts.																									
21 years and above	30 pts.																									
<p>3. Total years of teaching (Total years in all districts, including USD 307 and the current year) Points will be assigned based upon the following scale:</p> <table style="margin-left: 40px; border: none;"> <tr><td>Non-probationary to 5 years</td><td style="text-align: right;">26 pts.</td></tr> <tr><td>6-10 years</td><td style="text-align: right;">27 pts.</td></tr> <tr><td>11-15 years</td><td style="text-align: right;">28 pts.</td></tr> <tr><td>16-20 years</td><td style="text-align: right;">29 pts.</td></tr> <tr><td>21 years and above</td><td style="text-align: right;">30 pts.</td></tr> </table>	Non-probationary to 5 years	26 pts.	6-10 years	27 pts.	11-15 years	28 pts.	16-20 years	29 pts.	21 years and above	30 pts.	30 pts.	_____														
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16-20 years	29 pts.																									
21 years and above	30 pts.																									
<p>4. Course assignments and number of years with each assignment: (Elementary: please list all grade levels that you have ever taught.) (Secondary: please list all courses that you have ever taught.) 2 pts per year per grade/subject</p> <table style="margin-left: 40px; border: none;"> <tr><td>_____</td><td style="text-align: right;">- _____ Yrs.</td><td>_____</td><td style="text-align: right;">- _____ Yrs.</td></tr> <tr><td>_____</td><td style="text-align: right;">- _____ Yrs.</td><td>_____</td><td style="text-align: right;">- _____ Yrs.</td></tr> <tr><td>_____</td><td style="text-align: right;">- _____ Yrs.</td><td>_____</td><td style="text-align: right;">- _____ Yrs.</td></tr> <tr><td>_____</td><td style="text-align: right;">- _____ Yrs.</td><td>_____</td><td style="text-align: right;">- _____ Yrs.</td></tr> <tr><td>_____</td><td style="text-align: right;">- _____ Yrs.</td><td>_____</td><td style="text-align: right;">- _____ Yrs.</td></tr> <tr><td>_____</td><td style="text-align: right;">- _____ Yrs.</td><td>_____</td><td style="text-align: right;">- _____ Yrs.</td></tr> </table>	_____	- _____ Yrs.	_____	- _____ Yrs.	_____	- _____ Yrs.	_____	- _____ Yrs.	_____	- _____ Yrs.	_____	- _____ Yrs.	_____	- _____ Yrs.	_____	- _____ Yrs.	_____	- _____ Yrs.	_____	- _____ Yrs.	_____	- _____ Yrs.	_____	- _____ Yrs.	30 pts.	_____
_____	- _____ Yrs.	_____	- _____ Yrs.																							
_____	- _____ Yrs.	_____	- _____ Yrs.																							
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_____	- _____ Yrs.	_____	- _____ Yrs.																							
_____	- _____ Yrs.	_____	- _____ Yrs.																							
_____	- _____ Yrs.	_____	- _____ Yrs.																							



5. Licensure 30 pts. \_\_\_\_\_  
(List all areas as stated on your teaching license)  
(5 points for each)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Academic preparation and training from the 30 pts. \_\_\_\_\_  
last 10 years. 5 pts each  
(List any specialized training, endorsements  
or degrees for the classroom or curriculum.)

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\_\_\_\_\_

\_\_\_\_\_

7. Extra duty assignments, support of activities, 30 pts. \_\_\_\_\_  
and professional orientation from the last  
10 years. 2 pts each  
(Areas that you have shown dedication  
outside the classroom, paid or unpaid.)

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Points Possible and Total Score 210 pts. \_\_\_\_\_

8. Other comments the teacher would like the administrator to consider.  
(Anything else that you believe should be considered.)