

**Unified School District No. 208**  
**WaKeeney, Kansas**

**2016 – 2017**

***NEGOTIATED AGREEMENT***

**Board of Education**  
**and**  
**Trego County Education Association**

## Contents

ARTICLE I – <i>Lunch Period</i> .....	3
ARTICLE II – <i>Assignments</i> .....	3
ARTICLE III – <i>Transfer Between Schools</i> .....	3
ARTICLE IV – <i>Activity Tickets</i> .....	3
ARTICLE V – <i>Professional Compensation</i> .....	4
A. Salary Schedule Teacher .....	4
B. Supplemental Duty Pay Schedule .....	4
A. Special Leave .....	8
C. Professional Leave .....	10
D. Leave of Absence .....	10
E. Bereavement Leave .....	11
ARTICLE VII – <i>Fringe Benefits</i> .....	11
A. Health Insurance .....	11
B. Salary Reduction .....	11
C. Retiree Health Insurance .....	11
D. Insurance Refunds .....	12
ARTICLE VIII – <i>Deduction of Dues</i> .....	12
ARTICLE IX – <i>Holidays, Vacations, Teacher Work Days, and School Day</i> .....	12
A. Holidays and Vacation Days .....	12
B. Teacher Contract Days .....	12
C. School Day .....	13
D. Committee Work .....	13
E. Noon Recess .....	13
ARTICLE XI – <i>PROFESSIONAL EMPLOYEES' RIGHTS</i> .....	15
A. Due Process: .....	15
B. DEFINITION: <i>PROBATIONARY AND NON-PROBATIONARY PROFESSIONALS</i> .....	16
ARTICLE XIII – <i>Reduction of Teaching Staff</i> .....	18
I. General .....	18
II. Procedures: .....	18
III. Recall Provisions .....	19
ARTICLE XIV – <i>Access to Public Information</i> .....	19

ARTICLE XV – *Complaints Filed Against Teachers*.....19  
ARTICLE XVI – *Shared Staff*.....19  
ARTICLE XVII – *Early Retirement Benefit*.....20  
ARTICLE XVIII – *Duration*.....20

This **AGREEMENT** is made and entered into this 14th day of June, 2016, between the Board of Education of Unified School District No. 208, Trego County, Kansas, (hereinafter referred to as the “**BOARD**”), and the Trego County Education Association, (hereinafter referred to as the “**ASSOCIATION**”).

**NOW, THEREFORE**, it is hereby agreed as follows:

**ARTICLE I – *Lunch Period***

All teachers may be assigned by the administration to provide student supervision during the lunch period on the school premises. The teacher is free from all duties during a 20 minute lunch period and will not be assigned supervision in the lunch room. Lunch can be provided for 3 teachers per building per day on a voluntary rotation basis for lunch room duty at principal discretion.

**ARTICLE II – *Assignments***

- A. Assignments shall be made at the discretion of the administration within the area of endorsement. The administration may make temporary assignments.
- B. The administration agrees to provide teachers with tentative teaching schedules on or before July 1 of each school year with the understanding that such schedules may have to be revised. Once final schedules for the forthcoming year are announced, changes in the schedules will not be made without advance consultation with the affected teacher. Teachers shall notify the school district of a summer address at which they can be located. If a certified or registered letter to the teacher is not answered within five (5) days after delivery to the address furnished, the administrator of the district may make changes in assignments.
- C. Teachers who will be affected by a change in grade assignments in the elementary school grades, or by changes in subject assignments in the secondary school grades, will be notified by the district in accordance with paragraph B. The changes shall be on a temporary basis insofar as possible.
- D. Teachers may volunteer or may be assigned by the administration, to serve as substitute teachers during their preparation period. In such cases, teachers shall be paid a flat rate of \$10.00 per period.
- E. Prior to implementation of a staff reduction, the superintendent will consult with the Executive Committee of the **ASSOCIATION**.
- F. For grades Kindergarten through 5<sup>th</sup> grade will have the following student size requirements:
  - i. For the grades K – 5 classes with an enrollment of more than 24 students will result in a teacher’s aide being provided for the class.
  - ii. For the grades K – 5 classes with an enrollment of more than 28 students will result in an additional teacher being provided and the class being split.
  - iii. These enrollment limitations will be enforced pending adequate district finance and the ability of the district to find the appropriate staff.

**ARTICLE III – *Transfer Between Schools***

- A. The superintendent shall have the responsibility for the assignment of all personnel in the schools. When it is necessary to transfer teachers, the following factors shall be considered:
  - 1. When transfers are made, the superintendent shall consult with those involved. The disposition of the case shall be stated in writing, and the superintendent’s decision shall be final.
  - 2. When teachers are transferred, consideration shall be given to the length and quality of service which those teachers have rendered in the school system.

**ARTICLE IV – *Activity Tickets***

Teachers shall be provided an activity ticket, permitting the teacher, spouse and dependent children (K-12) admittance to all local activities sponsored by U.S.D. #208 at no charge.

Seating at local activities is not guaranteed to teachers or their family but will be provided to everyone on a first come basis. Passes will not be accepted for the Purple and Gold tournament, however individual teachers will be admitted on the pass gate list.

**ARTICLE V – Professional Compensation**

**A. Salary Schedule Teacher**

Vertical advancement on the salary schedule shall be limited to one step per year.

For the 2016-17 school year, each returning certified staff member will receive a one-time 1.5% of their personal base resigning stipend.

	<b>Step/Column</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Label</b>		<b>BS</b>	<b>BS+15</b>	<b>BS+30</b>	<b>MS</b>	<b>MS+15</b>	<b>MS+30</b>
1	00 Yrs	33500	34398	35296	36296	37194	38092
2	01 Yrs	34247	35145	36043	37043	37941	38839
3	02 Yrs	34994	35892	36790	37790	38688	39586
4	03 Yrs	35741	36639	37537	38537	39435	40333
5	04 Yrs	36488	37386	38284	39284	40182	41080
6	05 Yrs	37235	38133	39031	40031	40929	41827
7	06 Yrs	37982	38880	39778	40778	41676	42574
8	07 Yrs	38729	39627	40525	41525	42423	43321
9	08 Yrs		40374	41272	42272	43170	44068
10	09 Yrs		41121	42019	43019	43917	44815
11	10 Yrs		41868	42766	43766	44664	45562
12	11 Yrs			43513	44513	45411	46309
13	12 Yrs			44260	45260	46158	47056
14	13 Yrs			45007	46007	46905	47803
15	14 Yrs			45754	46754	47652	48550
16	15 Yrs			46501	47501	48399	49297
17	16 Yrs					49146	50044
18	17 Yrs					49893	50791
						50640	51538
							52285
							53032

Staff development activities for in-service education points and salary placement shall be granted as designated in the delivery system of the district In-service Educational Plan. The district level PDC shall ensure that in-service points are awarded equitably across district and in accordance with the Kansas Education Regulations. PDC points do not expired but annually required professional development (i.e. Bloodborne Pathogens and Confidentiality) can only be counted once in the teacher’s career at USD #208. No limitations shall be placed on the number of points earned at any level.

2. Teachers may advance horizontally on the salary schedule with PDC points or combination of PDC points and college hours.
3. Any advancement on the schedule with PDC points will be directed by the professional development regulations of the State of Kansas.
4. Twenty (20) PDC points will equate with one (1) credit hour. (effective 7-1-07)
5. Certified staff cannot qualify for the master’s step without obtaining a master’s degree.

**B. Supplemental Duty Pay Schedule**

Teachers involved in supplemental duty contracts shall be compensated in accordance with the following supplemental duty schedule:

*In the following coaching/director positions, the compensation is per coach/director.*

<b><u>Position</u></b>	<b><u>Salary</u></b>
Assistant Athletic Director	\$3,387.00
Athletic Trainer-High School	\$2,117.00
Basketball-Grade School	
Head Basketball Coach	\$2,429.00
Assistant Basketball Coach	\$1,270.00
Basketball-High School	
Head Basketball Coach	\$3,805.00
Assistant Basketball Coach	\$2,117.00
Freshman Coach	\$1,270.00
Cross Country	
Head Cross Country Coach	\$2,217.00
Assistant Cross Country Coach	\$1,270.00
Debate	
Debate Coach	\$2,117.00
Assistant Coach	\$ 635.00
Football-Grade School	
Head Football Coach	\$2,429.00
Assistant Football Coach	\$1,270.00
Football-High School	
Head Football Coach	\$3,805.00
Assistant Football Coach	\$2,117.00
Forensics	
Forensics Director	\$2,117.00
Assistant Forensics Director	\$ 635.00
Golf-High School	
Head Golf Coach	\$2,217.00
Assistant Golf Coach	\$1,270.00
Tennis-High School	
Head Tennis Coach	\$2,217.00
Assistant Tennis Coach	\$1,270.00
Track-Grade School	
Head Track Coach	\$2,429.00
Assistant Track Coach	\$1,270.00

Track-High School	
Head Track Coach	\$2,747.00
Assistant Track Coach	\$1,588.00
Volleyball-Grade School	
Head Volleyball Coach	\$2,429.00
Assistant Volleyball Coach	\$1,270.00
Volleyball-High School	
Head Volleyball Coach	\$3,805.00
Assistant Volleyball Coach	\$2,117.00
Wrestling-Grade School	
Head Wrestling Coach	\$2,429.00
Assistant Wrestling Coach	\$1,270.00
Wrestling-High School	
Head Wrestling Coach	\$3,805.00
Assistant Wrestling Coach	\$2,117.00

***In the following sponsor positions, the compensation and duties may be split among more than one individual.***

Cheerleading-Grade School	
Sponsor	\$2,328.00
Cheerleading-High School	
Sponsor (divided by two people)	\$4,234.00
Sponsor (if only one person) starting 07-08	\$3,705.00
Class Sponsor-High School	
Senior Class Sponsor	\$ 700.00
Junior Class Sponsor	\$1,350.00
Sophomore Class Sponsor	\$ 700.00
Freshman Class Sponsor	\$ 200.00
Club Sponsor-High School	
FBLA Sponsor	\$ 600.00
FFA Sponsor	\$1,389.00
FCCLA Sponsor	\$ 600.00
Foreign Language Club Sponsor	\$ 600.00
Kay/Kayettes Sponsor	\$1,059.00
National Honor Society Sponsor	\$ 600.00
Science Club Sponsor	\$ 600.00
T-Club Sponsor	\$ 600.00
Club Sponsor-Grade School	
Kays/Kayettes Sponsor	\$ 424.00

PDC Committee

Chairman	\$ 423.00
Secretary	\$ 423.00
Member	\$ 212.00
Member	\$ 212.00
<u>All School Play-High School</u> Sponsor	\$ 635.00
<u>Concessions-Grade School &amp; High School</u> Sponsor	\$3,000.00
<u>Drill Team-High School</u> Sponsor	\$3,176.00
<u>Music</u>	
Band Director, TCHS	\$1,388.00
Band Director, TGS	\$2,000.00
Vocal Music Director, TCHS	\$1,388.00
Vocal Music Director, TGS	\$2,000.00
Director of Musical	\$ 635.00
<u>Scholars Bowl</u>	
Coach, TCHS	\$1,000.00
Coach, TGS	\$1,000.00
<u>Special Education</u>	
Interrelated Teachers April 20 Count	\$100 Per Student Caseload
<u>Student Council-Grade School &amp; High School</u>	
Grade School Sponsor	\$ 424.00
High School Sponsor	\$ 850.00
<u>Weight Training-High School</u> Weight Training Coach	\$2,117.00
<u>Yearbook</u> Sponsor	\$1,270.00
<u>Newspaper</u> Sponsor	\$1,270.00
<u>TCHS Web Page</u> Sponsor	\$1,270.00

***The following are work rates per hour:***

<u>Work Credit: School Sponsored Event</u>	\$ 9.50 per hour
<u>Committee Assignment</u>	\$ 12.00 per hour

Teachers who volunteer and are assigned by the administration to work at any school sponsored event occurring outside the regular contract day shall be paid at the *Work Credit: School Sponsored Event* rate.

Teachers who are assigned or volunteer to work on curriculum related committees shall be paid at the *Committee Assignment Compensation* rate.



Teachers involved in supplemental duty contracts shall be compensated according to the schedule included in this article. In addition the **BOARD** reserves the right to add or create new supplemental duties during the term of this negotiated **AGREEMENT** and to determine the initial compensation for the position when added to the supplemental duty pay schedule.

Upon the prior approval of the superintendent, teachers accepting supplemental duty contracts may agree to split the duties of a particular supplemental duty and to split the compensation as allowed. In the event there is an agreement to share duties, the combined compensation of all teachers sharing the duties shall not exceed the salary amount listed in the preceding schedule.

### **C. Pay Day**

Salaries shall be paid in twelve (12) equal payments on the twenty-first (21<sup>st</sup>) day of each month, unless this day is a holiday or a weekend. In such cases the direct deposit will be issued on the day preceding the holiday or weekend, except lump sum payrolls shall be paid on or before June 30.

### **D. Salary Deduction**

A salary deduction, resulting from absence from duty for reasons not covered by the leave provisions of this **AGREEMENT**, will be made from the August paycheck, unless the amount of deduction exceeds the net amount of this paycheck. Should this event occur, the deduction will be made from preceding checks as necessary until the total salary deduction is made.

The salary deduction will be equal to  $\frac{1}{178}$  of the teacher's base salary for each day of absence.

## **ARTICLE VI – Leaves**

### **A. Special Leave**

Certified personnel shall be granted five (5) days of special leave with pay each year with no accumulation. Notification of special leave must be submitted to the building principal five (5) days prior to the date of the leave. This notification may be waived by the superintendent. Special leave shall not be taken on the first teaching day or the last teaching day of the school year or the teaching day prior to or the teaching day after a holiday, vacation or on an in-service day.

Special/Personal/Discretionary Leave for a school function can be taken in  $\frac{1}{4}$  day increments including the day prior to or following holidays. The teacher will not be charged for the use of  $\frac{1}{4}$  day or less of Special/Personal/Discretionary Leave as long as ALL of the following apply:

- a) The Building Principal is notified 24 hours or more in prior to the absence.
- b) The certified staff covering the class does not request pay for covering the class period.
- c) The certified staff covering the class can only volunteer to cover during their preparation period.
- d) The teacher taking the leave is responsible for finding other certified staff to serve as their substitute for not more than 2 hours ( $\frac{1}{4}$  day).
- e) This is only to attend school events in which a child or grandchild are participating in.

**Should an outside substitute teacher need to be secured by the building principal, the minimum  $\frac{1}{2}$  day increment will be imposed.**

Any teacher who has not used the total allowable special leave days, may apply to the **BOARD** in writing for a payment equal to \$7,200 divided by the total number of special

leave days not used by all teachers during the year minus days used to attend school functions teachers were not charged for under Special/Personal/Discretionary Leave in Article VI – Leaves, Section A – Special Leave, multiplied by the teacher’s own unused days minus days used to attend school functions the teacher was not charged for.

A minimum charge for the use of special leave shall be in two-hour (2-hour) increments.

If paid emergency leave is granted by the **BOARD** the teacher may choose to charge it against accumulated sick leave or their special leave, if they have any available. If a teacher has no accumulated paid leave, they may not request that emergency leave be paid by the **BOARD** but may apply for such unpaid leave to be paid through the Associations’ Sick Leave Bank.

## **B. Sick Leave**

All teachers who are absent from duty because of personal illness, illness in family, or death in the family shall be allowed nine (9) days per year sick leave with full daily pay. Disabilities caused or contributed to by pregnancy, miscarriage, child birth, or recovery therefrom are temporary disabilities and shall be subject to provisions of the *Sick Leave* Article and the Family & Medical Leave Act. Adoptions are also covered by the Family & Medical Leave Act. These nine (9) days shall be added to the teachers’ account at the beginning of each school year. Teachers shall be entitled to accumulate the unused portion of each year’s sick leave to a maximum of fifty-nine (59) days. The maximum number of sick leave days that may be available for use at any time is the amount of days the teacher has accumulated, plus the current year allowance or fifty-nine (59) days, whichever is less.

In the event teachers are absent under this definition of sick leave and have exhausted their accumulated sick leave, they may request that sick leave be granted from the ASSOCIATION Sick Leave Bank.

If at the beginning of each school year or August 1 the ASSOCIATION’S Sick Leave Bank balance is less than fifty (50) days, teachers shall contribute one (1) such day to the ASSOCIATION’S Sick Leave Bank to get the bank back to seventy-five (75) days. If additional days are needed and the sick leave bank falls below fifteen (15) days during the school year, the bank shall be replenished as stated above.

Before a teacher can be granted sick leave from the ASSOCIATION’S Sick Leave Bank (a maximum of 15 days) the following guidelines will be administered:

1. Must be a serious illness for the certified employee or an immediate family member currently living in the home and limited to spouse or children 12<sup>th</sup> grade and under.
2. An individual must exhaust all accumulated sick leave, all district allocated days of personal leave, and one day at 178<sup>th</sup> their normal salary BEFORE being allowed to apply and be granted days from the sick leave bank.
3. **SICK LEAVE BANK** days are not intended for normal maternity leave.

All certified staff members may donate up to a maximum of two (2) sick days to any other certified staff member in the current school year providing the above guidelines have been met and the maximum of fifteen (15) days from the **SICK LEAVE BANK** have been used.

After all the above sources have been exhausted and additional sick leave days are needed the certified instructor will continue to draw the difference between their salary and the salary of the substitute until the close of the school year or until he/she returns to work. Health insurance premiums and elective reductions/deductions will also be removed from the employee’s salary proceeds.

The district shall establish a fund of \$10,000.00, which shall be divided equally among the total number of unused sick leave days over fifty (50), which individual teachers have accumulated as of the last teaching day of the school year. Each individual shall be paid an

amount equal to their accumulation, minus fifty (50), multiplied by the above determined amount which shall be paid to the teacher on or before June 30.

Upon leaving the service of the district each teacher shall receive an amount equal to \$10,000.00 divided by the number of accumulated sick leave days of all teachers leaving the service of the district or \$40.00, whichever is less, multiplied by the number of such days the teacher has accumulated. This amount shall be paid to the teacher on or before June 30.

Family shall be defined as those persons to whom the teacher is related by blood, marriage, adoption or as the result of a foster relationship.

The minimum charge for the use of sick leave shall be in two-hour (2-hour) increments. However, teachers may substitute, during their planning periods, for a colleague who is absent for fifty-two (52) minutes or less due to sick leave. The building principal must be notified, in advance, of the absence. The **BOARD** will not charge for the use of sick leave or pay the substitute when this sick leave provision is used.

### C. Professional Leave

1. All applications for professional leave to attend conferences, inservice institutes, and inter-school visitation, designed to improve the competency of teachers in their areas of specialization must be made to and approved in advance by the Staff Development Council of the school district. The superintendent or his designee may limit the total number of teachers absent on a specific date to attend specific meetings, workshops, or seminars.

Upon approval of the request, the council shall notify the principal and superintendent. The Board shall establish a fund of \$12,500.00 annually, from which the teacher's expenses such as room, meals, mileage, cost of substitutes, and registration, with the exception of organizational dues, are to be paid. No application for leave shall be granted that would result in a total expenditure in excess of \$12,500.00 annually. The teacher shall file a report on the activities of the conference or other training program with the Staff Development Council. Teacher's applying for professional leave must have an active I.D.P. on file.

Teacher(s) attending staff development activities shall be required to present workshop(s) for U.S.D. #208 staff when requested to do so by the superintendent. All such requests shall be made in writing upon the approval of the leave request. The teacher presenting the training workshop will receive a \$100.00 stipend for a typical two-hour (2-hour) training workshop. Any additional presentation time needed for the training workshop will be paid at \$25.00 per hour.

2. Requests for professional leave to attend conferences, institutes, workshops, etc. of the T.C.E.A., K.N.E.A., and N.E.A. must first be approved by the T.C.E.A. The T.C.E.A. President will notify the Superintendent and the teacher's building principal(s) in writing of the approval of the request by the T.C.E.A. prior to the teacher submitting a written request for leave. If the request for leave is approved by the Superintendent and building principal(s) the salary of the teacher shall be paid by the District. The salary of the substitute teacher(s) and all other expenses shall be the responsibility of the T.C.E.A.

### D. Leave of Absence

Any teacher may apply to the **BOARD** for a leave of absence from their position for not less than one (1) school year. Application shall be made in writing to the **BOARD** no later than April 1, prior to the time or the year that such leave would begin. The **BOARD** shall have the right to refuse such a leave in the event it is unable to find a suitable replacement in the view of the **BOARD** by May 1, prior to the beginning of the leave period.

Upon returning from the leave the teacher shall be entitled to all accumulated leave benefits and salary placement, except the teacher would not be granted an additional year's experience on the salary schedule. Upon return from such leave the teacher shall be placed in a position for which the teacher is qualified.

## **E. Bereavement Leave**

All teachers will be granted one (1) day of bereavement leave. This day shall be used for funerals not currently designated in our sick leave policy. The minimum charge for the use of bereavement leave shall be in  $\frac{1}{2}$ -day increments. Bereavement leave can be taken in  $\frac{1}{4}$ -day increments provided that the teacher is able to find other certified staff to serve as substitute teachers (during their preparation period) for not more than two (2) hours. Should an outside substitute teacher need to be secured by the building principal, the minimum  $\frac{1}{2}$ -day increment will be imposed.

A bereavement leave bank is established for use by teachers who have used their bereavement leave above granted and their Special Leave of Article VI.A. The district will establish this bereavement leave bank with the unused bereavement leave at the end of each school year to a maximum of fifty (50) days in the bank. The Association will administer the use and allocation of bereavement leave bank days, and shall notify the Clerk of the Board of Education of the individuals who have been granted such leave.

## **F. Discretionary Leave**

Employees may use one (1) sick leave day per year as a “discretionary day” once all personal days are exhausted.

## **ARTICLE VII – *Fringe Benefits***

### **A. Health Insurance**

In addition to salary, the **BOARD** shall, for each eligible employee, pay the cost of a single membership in the district sponsored group health insurance plan. The fringe benefit shall be applied only to the group health insurance plan selected by the **BOARD** with input from the **ASSOCIATION** and shall not be taken as cash by the employee.

Provisions relating to the fringe benefit amount shall not be retroactive but rather, shall be effective on the first payroll date following ratification by both parties of the 2016-2017 contract.

Benefits and carriers of group insurance programs offered by the district shall be selected by the **BOARD** and presented to the **ASSOCIATION** for approval of a group insurance plan from the options available.

### **B. Salary Reduction**

Each teacher may enter into a salary reduction agreement with the **BOARD** for the purpose of allocating an annual amount, not to exceed the total amount of the premiums charged for selected coverage in U.S.D. #208 Section 125 Flexible Benefit Plan. Medical Reimbursement shall be capped annually at the amount insured by the District’s Cafeteria provider.

### **C. Retiree Health Insurance**

Retired employees and their dependents shall be entitled to continued coverage under the district-sponsored group health insurance program, provided the retired employee makes written application with the Clerk of the Board of Education for such continued coverage within thirty (30) days following the retirement of the employee. A retired employee is defined as an employee eligible to receive retirement benefits through Kansas Public Employee Retirement System. The employee must have been employed by the district not less than ten (10) years. Retired employees electing continued coverage shall be required to make the monthly premium payment for such continued coverage in advance of the due date of the premium to the carrier. Such payment shall be made to the **BOARD** or directly to the insurance carrier as may be required by the **BOARD**. Coverage under the group health care benefits will cease at such time as 1.) the retired employee attains the age of 65 years, 2.) the retired employee fails to make the required premium payments on a timely basis.

**D. Insurance Refunds**

Any health insurance refunds shall first be used to reduce the cost of future health insurance premiums. If, for any reason the district receives a cash refund for group health insurance, the amount of refund shall be distributed to the participating employees (including employees not subject to this **AGREEMENT**) and the **BOARD** in proportion to the contribution of each. Any payroll deduction or salary reduction amount shall be considered employee contribution. Any amount paid as a defined benefit shall be the **BOARD** contribution. The employees entitled to a distribution shall be those employees participating in the district plan in the year the refund is actually received by the district.

**ARTICLE VIII – Deduction of Dues**

All teachers who desire to join the N.E.A., K.N.E.A., and T.C.E.A., may have their dues deducted from their salaries as follows:

- A. Signed forms authorizing the dues deduction are to be delivered to the Clerk of the Board on or before the fifth (5<sup>th</sup>) day of school.
- B. The authorization shall continue in effect until August 31.
- C. The **ASSOCIATION** will give written notification on or before August 15, to the Clerk of the Board, stating the amount of the authorized dues. The amount of the deduction for dues may not be changed during the term of the **AGREEMENT**.

**ARTICLE IX – Holidays, Vacations, Teacher Work Days, and School Day**

**A. Holidays and Vacation Days**

The **BOARD** shall adopt the School Calendar each year, which shall include the following holidays with the minimum number of days as designated:

Labor Day	-1 school day;
Thanksgiving Vacation	-3 school days;
Christmas Break	-8 calendar days;
Good Friday	-1 school day;
Spring Break	-5 consecutive school days consisting of Monday through Friday.

As designated, all days 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.

**B. Teacher Contract Days**

The number of contract days for teachers shall consist of a total of 178 contract days as determined and scheduled by the **BOARD**. The teachers shall have one day, prior to the beginning of the student academic year, to work in their classrooms. This day shall have no meetings or any school related activity which would prevent the teachers from working in his or her classroom.

Contract days missed because of emergency closings (building damage, loss of utilities, natural disaster and/or inclement weather) shall be made up only if more than three (3) days occur. The superintendent may require teachers to report for duty as a contract day when school is closed and travel is not discouraged. Teachers shall not be required to report to work on those days when students are not required to attend due to inclement weather/hazardous driving conditions.

Making Up Time Lost: Upon school having been dismissed more than (3) days, the Superintendent of Schools and/or the administrative team of U.S.D. #208 and the President of TCEA and/or his/her representatives shall meet and jointly develop a plan for adding time to the schedule in order to meet U.S.D. #208's instructional objectives. The plan shall be presented to the Board of Education for its consideration and approval.

#### **C. School Day**

The **BOARD** shall establish and may change the beginning and ending time of the school day as scheduled within the time allowed for the teacher work day. The **BOARD** shall have the right to determine the number and length of the teaching periods. The normal teacher work day shall be 8 hours and 1 minute, including lunch and preparation periods.

#### **D. Committee Work**

District and/or building level committee meetings, with the exception of student staffings and/or collaborative meetings, shall be held immediately prior to or after school on Mondays and/or Wednesdays. Exceptions to this provision shall be made if a bonafide emergency is deemed to exist by the superintendent. NOTE: A collaborative meeting is when school is canceled and more than one school is involved.

**School Improvement Committee** – Individuals serving on the School Improvement Steering committee will be granted up to six (6) contract days to work on School Improvement Activities in addition to professional leave and /or inservice days.

Compensation will be paid at the rate established by the existing negotiated **AGREEMENT** under *Committee Assignment Compensation* payments. *Committee Assignment Compensation* payments shall also be paid for grading assessment tests.

**In-service Committee** – A non-compensated committee, appointed by the **ASSOCIATION**, will be established at each building to provide suggestions to the School Improvement Committee on possible inservice activities for the District. The School Improvement Committee will provide such suggestions from other groups, such as the Staff Development Council, to the Superintendent of Schools by November 1 of each year.

#### **E. Noon Recess**

It is agreed that the **BOARD** will not schedule a noon recess for grades 3, 4, and 5.

**ARTICLE X – Teachers Contract**

The form of Contract for teachers in Unified School District 208 shall be as follows:

TEACHER’S CONTRACT  
Unified School District 208  
Trego County, Kansas

It is hereby agreed, by and between the Board of Education of Unified School District 208, in Trego County, Kansas, hereinafter called **DISTRICT** and \_\_\_\_\_ hereinafter called the **TEACHER** that **TEACHER** is hereby employed by **DISTRICT** for the 20\_\_-20\_\_ school year. **TEACHERS** employment shall begin on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, and **TEACHER** shall perform the following services in conformity with the School Laws of Kansas and the policies of **DISTRICT**:

- To teach, govern, and conduct the classes assigned, following the course of study adopted by **DISTRICT**;
- To work all days according to the Agreement;
- To make and file all reports required by **DISTRICT** or Superintendent;
- To attend professional meetings authorized by **DISTRICT** or Superintendent;
- To cooperate with the administration and other teachers in planning and coordinating the teaching program;
- To perform services according to the Agreement;
- To perform such other school services as may be mutually agreed upon by **DISTRICT** and **TEACHER** listed herein.

Supplemental Contract

The parties hereto agree that **Teacher** whose supplemental duties as defined and scheduled by the Board, shall include:

Sup. Loc. _____	Sup. pos _____	Sup. Lev. _____	Sup. Sal. \$ _____
Sup. Loc. _____	Sup. pos _____	Sup. Lev. _____	Sup. Sal. \$ _____
Sup. Loc. _____	Sup. pos _____	Sup. Lev. _____	Sup. Sal. \$ _____
Sup. Loc. _____	Sup. pos _____	Sup. Lev. _____	Sup. Sal. \$ _____
Sup. Loc. _____	Sup. pos _____	Sup. Lev. _____	Sup. Sal. \$ _____

Pursuant to K.S.A. 72-5412a., this contract is supplemental to the provisions of the Teacher’s primary Contract.

_____	_____	_____	_____
President	Clerk	Teacher	
.....			
Base \$ _____	Education \$ _____	Experience \$ _____	Extra Day Amount \$ _____

For these services **DISTRICT** agrees to pay **TEACHER** an annual salary of \_\_\_\_\_ dollars.

**DISTRICT** reserves the right to assign **TEACHER** to such building and work as the best interests of the schools of the district require.

This contract shall be void if **TEACHER** fails to have on file with **DISTRICT** continuously during employment a valid Kansas Teacher’s Certificate for the level at which he/she is employed and for the subject which he/she is employed to teach.

**DISTRICT** shall allow benefits according to the **AGREEMENT**. In compliance with a resolution passed by **DISTRICT** at a legal meeting held on \_\_\_\_\_, 20 \_\_\_\_\_, we hereunto subscribe our names this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**DISTRICT**

_____	_____
President	Teacher
_____	
Clerk	

## **ARTICLE XI – PROFESSIONAL EMPLOYEES’ RIGHTS**

### **A. Due Process:**

- TCEA recognizes the right of the Board to discipline its professional employees.
- Discipline shall be progressive and appropriate to the severity of the infraction.
- The Superintendent of Schools may suspend professional employees from duty. Such suspension shall be immediately reported to the Board. Professional employees may be suspended and subsequently discharged for behavior that endangers the safety of students or staff, neglect of duty, violation of professional ethics, unprofessional conduct, insubordination, physical or mental incapacity, or other conduct which substantially interferes with continued performance of duties. In case of a suspension, the professional employee shall, during the term of suspension, continue to receive regular compensation and other benefits as his/ her contract indicates until otherwise terminated through due process as may be required by law.
- No suspension or discipline shall occur without an appropriately substantive investigation with the following exception: If the safety of students or staff is of concern, if the alleged conduct substantially interferes with the continued performance of duties, or if the behavior potentially constitutes a criminal act; the professional employee may be removed from the classroom or building during the course of the investigation. If the investigation does not substantiate the grounds for removal, the professional employee shall be reinstated; however, if the behavior is substantiated, the professional employee may be afforded limited due process by the superintendent or designee within 24 hours with the opportunity of representation and the option of rebuttal. If allegations are substantiated following this procedure, the professional employee may be suspended without pay pending further action by the board of education.
- Any investigation that leads to disciplinary action shall include a meeting with the professional employee in question. If an administrator calls a meeting with the intent of discussing disciplinary action, he/she shall provide the professional employee with 24 hour notice of the purpose and the topic of the meeting. The professional employee may choose to be accompanied by a representative and will be given the opportunity to respond to any charge prior to any disciplinary action being taken.
- After an investigation, should the supervisor determine that the infraction did occur, he/she will work with the Superintendent to determine the most appropriate action.
- Written Reprimand – When a decision has been made by the supervisor to reprimand or discipline an employee in writing, and a written statement is to become a part of the employee’s personnel file in the Central Office, the supervisor shall give the employee forty-eight (48) hours prior notice of a meeting wherein the employee shall hear and may respond to the supervisor's decision.
- At said meeting the employee and the supervisor may have in attendance a person of their respective choice. At least twenty-four (24) hours prior to the meeting each party (employee and supervisor) shall give the other party written notice or notice by electronic mail if another person will be present and their identity.



## **B. DEFINITION: *PROBATIONARY AND NON-PROBATIONARY PROFESSIONALS***

For the first five (5) years of professional employment with the district, Professional Employees are considered **Probationary** and may be non-renewed prior to Non-Probationary status for any reason. Starting in Year six (6) of teaching with the district, Professional Employees shall have earned **Non-Probationary** status. At its discretion, the Board may formally grant Non-Probationary status to any Professional Employee earlier. Staff who have been continuously employed with the district and have reached or exceeded year six (6) shall be considered Non-Probationary. Professional Employees who were tenured on or before 2014-15 school year will retain Non-Probationary status. Any employee that was non-tenured during the 2014-15 school year will retain Probationary status and be subject to the aforementioned Probationary and Non-Probationary requirements.

## **C. FAIR DISMISSAL OF TEACHERS (*NON-RENEWAL OR TERMINATION*)**

Non-Probationary Professional Employees may be non-renewed for “**GOOD CAUSE**”, including persistent unsatisfactory performance, provided the evaluation process is followed appropriately. The Non-Probationary teacher's evaluator may initiate an additional cycle at any time. Minor procedural mistakes shall not, however, excuse unacceptable job performance on the part of the teacher or delay prompt improvement to proficient levels of performance.

“**GOOD CAUSE**” is defined as any reason put forward by the administration or board in good faith and which is not arbitrary, irrational, or irrelevant to the board's goal of maintaining an effective school system. If the non-renewal is based on poor job performance, the district evaluation procedure shall be followed. The Non-Probationary teacher will be informed his/her performance is substandard and the full evaluation process will be utilized, including a measurable plan of improvement as contained in the Directed Professional Development Plan.

If the nonrenewal is based on other reasons, such as reduction in force, those separate procedures are outlined in Article XIII.

Professional Employees, who are non-renewed, shall be notified prior to the statutory continuing contract date. If the Professional Employee is Non-Probationary; the notification shall include the reasons for the nonrenewal. Upon receipt of notice of nonrenewal, the Professional Employee will have 14 Calendar Days from the receipt of the notice to file a written request for a hearing with the Board Clerk.

If the Non-Probationary Professional Employee requests a hearing, the parties shall, within seven work days, select a mutually agreeable hearing officer. If that is not possible, the hearing officer shall be selected by alternately striking names from the KSDE list.

*The hearing shall afford procedural due process.* During the hearing, the basis for non-renewal shall be proffered by the district and the teacher may present his/her rebuttal. If more time or information is needed for an appropriate recommendation, it shall be allowed. Otherwise, the hearing is closed at the end of the presentations. The recommendation by the hearing officer shall be rendered in writing within 10 days.

It is the intention of the parties that the hearing officer recommendation be rendered prior to July 1 and all reasonable efforts should be made to accomplish that goal. The

decision of the Hearing officer's is final; subject to appeal to the district court by either party as provided in KSA 60-2101, and amendments thereto.

The Professional Employee shall pay for his/her expenses, including any witnesses, witness travel, and/or all cost associated to representation. The District shall pay for its expenses, including any witnesses, witness travel, and/or all cost associated to representation. The cost of the hearing officer and all other costs shall be borne by the non-prevailing party of the hearing officer's recommendation.

#### **D. *Grievance Procedure***

1. Purpose. The Purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual teachers of the District at the lowest possible level.
2. Definitions. Grievance shall mean any alleged violation of the terms and conditions of a certified employee's contract of employment.

"Grievant" means a certified employee of Unified School District 208, Trego County, Kansas, having a grievance.

Words denoting gender shall include both masculine and feminine and words denoting number shall include both singular and plural.

3. Procedures:

In General. The adjustment of grievances shall be accomplished as rapidly as is possible. The number of days within which each step is prescribed to be accomplished shall be considered as maximum. The time limits prescribed in this statement may be extended or reduced by mutual agreement between the parties involved.

Level 1. A grievant shall first take up the grievance with the principal or immediate supervisor. Every effort shall be made to adjust the grievance in an informal manner within fourteen (14) school days.

Level 2. If the grievant is dissatisfied with the outcome of the conference, a formal conference may be requested with the principal or immediate supervisor. Every effort shall be made to develop an understanding of the facts and the issues. The formal conference shall occur within ten (10) school days of the last informal conference. Such requests shall be made in writing and shall specifically state the nature of the contract violation and the desired resolution.

Level 3. In the event that the grievant is not satisfied with the disposition of this grievance at Level 2, or in the event that no decision is reached within five (5) school days after the presentation of the grievance, an appeal may be made in writing to the Superintendent, with a copy sent to the Clerk of the Board.

If the grievant appeals to the Superintendent, the Superintendent or his designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within five (5) school days after the appeal has been received by the Superintendent.

If the grievant does not appeal to the Superintendent within twenty (20) school days after the formal conference at Level 2, the appeal shall automatically be waived.

Level 4. If the grievance is not resolved to the satisfaction of the grievant, or if no resolution is made within ten (10) school days after the date of filing the grievance in accordance with Level 3, the grievant may appeal to the **BOARD** by submitting a written request to the Clerk of the Board. The grievant shall be allowed an additional ten (10) school days for the filing of this appeal.

The **BOARD** shall, within thirty (30) calendar days after receipt of the written request, meet and confer with the grievant and render a decision to the grievant in writing ten (10) calendar days after the meeting with grievant.

#### 4. Supplemental Conditions

- a. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
- b. Upon the final determination of the grievance, the documents, communications, and records, excepting a record of the grievance and the final adjustment thereof, and excepting records required by law to be kept and maintained, shall be destroyed.
- c. At each step of the procedure for adjusting grievances, the grievant may bring a representative, chosen by the grievant.
- d. All grievance hearings shall be confidential.
- e. All discussions and hearings shall be conducted at times when school is not in session.
- f. It is the responsibility of the grievant to utilize the procedure for adjusting grievances within fourteen (14) school days after becoming aware of a grievance.
- a. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
- g. Only the grievant affected may file a grievance or an appeal.
- h. At all levels, grievances shall be filed in writing stating specifically the nature of the complaint, describing the alleged event or act resulting in the grievance, including the time, date and place of the alleged event, and the names and addresses of all witnesses.

#### **ARTICLE XII – Evaluation**

USD 208 will be using McRel Electronic Evaluation Tool.

#### **ARTICLE XIII – Reduction of Teaching Staff**

##### **I. General**

- A. The Board of Education has the responsibility and authority to determine the composition and number of the professional employees necessary to implement and maintain the education programs of USD #208
- B. The professional employee staff may be reduced by the Board of Education pursuant to this article even though the total number of staff members may actually be increased.
- C. Prior to implementation of a staff reduction, the superintendent will consult with the Executive Committee of the **ASSOCIATION**. (as referenced Article II. E.)

##### **II. Procedures:**

- A. Reduction in professional staff as may be required by the Board of Education shall be accomplished, whenever possible, through “normal attrition,” (resignations and/or retirements) and the non-renewal of probationary non-essential staff (teaching staff determined as essential by the USD 208 educational plan).
- B. Only those resignations and/or retirements received and approved by the Board at the time of their decision to reduce staff shall be considered by the Board.

In the event that normal attrition and the non-renewal of non-essential, probationary staff does not result in the necessary reduction in professional staff as has been determined by the Board of Education, the Board may consider the following factors when determining which non-probationary professional employees are to be non-renewed:

1. Certification(s) held by the professional employees as it relates to the Educational Plan of the district.
2. Seniority within USD 208.
3. Educational attainment as determined by placement on the current USD 208 Salary Schedule.
4. Job performance as appraised by the professional employees' building principal(s). Building principals will be asked to rate their non-probationary staff who might be affected by a Reduction in Force taking into consideration the following factors:
  - (a) Administrative recommendation based upon teacher evaluation.
  - (b) Training and experience in the teaching of reading as it relates to the teacher's subject area.
  - (c) Ability to use technology effectively in classroom management and instruction of students as it relates to the teacher's subject area.
  - (d) Ability to administer and/or interpret local and state assessment tests as it relates to the teacher's subject area.
  - (e) Ability to work as a member of a team in the development and implementation of school and student improvement plans.

### **III. Recall Provisions**

Any certified employee who has not been re-employed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher would qualify. Certified employees who may be eligible for reemployment are required to notify the district of their current address. The superintendent will recommend to the board reinstatement of any teacher he/she deems qualified and able to serve the best interests of the district. The board shall not be required to consider reinstatement of any teacher after a period of two years from the date of non-renewal.

### **ARTICLE XIV – Access to Public Information**

The **BOARD** agrees to annually furnish the **ASSOCIATION**, upon written request, all available information concerning the financial resources of the district, including but not limited to:

1. Annual financial report and audits
2. Register of certificated personnel
3. Tentative budget requirement and allocations
4. Agenda and minutes of all board meetings
5. Treasurer's reports
6. Names and addresses of all teachers
7. Salaries paid thereto
8. College degrees and placement on salary schedule
9. Any other specific information as may be requested in writing from time to time as described in Article II of Chapter 45 of K.S.A. as being records open to the public

### **ARTICLE XV – Complaints Filed Against Teachers**

When a written complaint is received and the administrator places it in the teacher's personnel file, a copy of the complaint shall be provided to the teacher. The teacher shall have a period of fourteen (14) days from the receipt of the complaint to respond to the complaint in writing. Such response shall be attached to the complaint and made a part of the teacher's personnel file.

### **ARTICLE XVI – Shared Staff**

Teachers regularly assigned to teach in more than one (1) building will be paid a car allowance of \$75.00 per semester. In addition, teachers that travel during planning time will be scheduled additional planning time or compensated \$5.00 per student contact day, to be paid at the end of each semester.

**ARTICLE XVII – *Early Retirement Benefit***

An early retirement benefit shall be made available to U.S.D. #208 Professional staff (those staff members whose teaching duties require professional certification from the Kansas State Department of Education) who:

- (1) have reached 85 points and/or are eligible for retirement under the Kansas Public Employees Retirement System (KPERs), and
- (2) are completing a minimum of ten years of continuous and full time service within U.S.D. #208 at the time of their retirement.
- (3) understand that the 403B plan is subject to IRS regulations and changes
- (4) have reached 55+ years will have no waiting period to access funds
- (5) retire and break service with the school district before age 55 must wait until age 59 ½ to withdraw funds from their account.
- (6) are retiring must manually withdraw funds during the first year of retirement and subsequent years may set up an automatic funds withdrawal.
- (7) are withdrawing funds will be subject to federal withholding.

This benefit shall consist of 36 monthly payments made by the district directly to a 403b account set up in the retiree’s name. The amount shall be equal to the single health insurance premium as negotiated for licensed teaching staff. Retirees shall have the option of purchasing health insurance for them and their spouse through the district’s health insurance group.

On or before the third Friday in May preceding their retirement, the retiree must submit a letter of resignation to the Board of Education. If the retiree does not resign on or before the third Friday in May, the Board of Education may choose to not grant this benefit. Teachers wishing to be considered for part time employment with the district should notify the BOARD by February 15 of the year of retirement.

**ARTICLE XVIII – *Duration***

The provisions of this **AGREEMENT** shall be effective as of July 1, 2016, and shall continue and remain in full force and effect to and including June 30, 2017.

In addition, this agreement may be amended at any time by mutual consent. However, no amendment to the agreement shall be binding unless executed in writing and ratified by both the **ASSOCIATION** and the **BOARD**.

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** by their duly authorized representatives as set out below.

Board of Education  
Unified School District No. 208  
Trego County, Kansas

By \_\_\_\_\_  
Lee Sells, President

By \_\_\_\_\_  
Nora Schoenthaler, President  
Trego County Education Association

I, the undersigned, Clerk of the Board of Education, Unified School District No. 208, do hereby certify that the President of Unified School District No. 208 was authorized and directed to sign the above and foregoing agreement by a resolution duly adopted by the Board of Education, Unified School District No. 208, at a meeting held on the 14<sup>th</sup> day of June 2016.

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Becky Windholz  
Clerk, Board of Education  
Unified School District No. 208

I, the undersigned, Secretary of Trego County Education Association, do hereby certify that the President of the Association was authorized and directed to execute the above and foregoing contract at a legal meeting held by the Association on the 26<sup>th</sup> day of May 2016.

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Gwen Hammerschmidt, Secretary  
Trego County Education Association