

USD 422

Negotiated Agreement



MAVERICKS

Kiowa County Schools
2020-21

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No. 1 **Definitions**

- A. ADMINISTRATION: Any employee so designated by the board of education as employed in an administrative capacity.

- B. ASSOCIATION: Kiowa County - NEA, affiliated with Kansas-National Education Association and the National Education Association.

- C. BOARD: The Board of Education of Unified School District No. 422, Kiowa County, Kansas.

- D. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 422.

- E. DISTRICT: Unified School District No. 422

- F. DAYS: Except when otherwise indicated, days shall mean calendar days.

- G. K-NEA: Kansas-National Education Association.

- H. NEA: National Education Association.

- I. EMPLOYEE: The terms "employees" and "teacher" may be used interchangeably but shall mean the same.

- J. TEACHER: All "certified employees" (except administrators) employed in a position requiring a certificate issued by the State Board of Education.

- K. LENGTH OF CONTRACT YEAR: The base contract year for teachers is composed of no more than one hundred ninety contract days. See page 16, GBR.

- L. EXTENDED DAY CONTRACT: Extra contract days assigned by the board in addition to the base contract year.

- M. DAILY RATE: To compute the daily rate, the teacher's contract teaching salary will be divided by the number of days in the contract.

- N. SALARY DEDUCT: In the event the teacher is absent from duty except as hereinafter specified, deduction shall be made from the salary for each day of absence as provided by the rules and regulations of the board. Deductions shall be made in the event such absence is not covered by sick leave or result of other

authorized absence in accordance with and subject to the rules and regulations of the board.

The salary deducts of a day's loss of wages shall be computed by dividing the teacher's contract by the number of contract days.

No. 2 GENERAL PROVISIONS

A. Recognition Clause

The Board of Education officially recognizes the Kiowa County Teacher's Association, for the purpose of professional negotiations under K.S.A. 72-5413 et. seq., as the exclusive representation for teacher's unit of the professional employees.

The bargaining unit shall be defined as those employees of the Board in positions which require a certificate issued by the State Board of Education, but shall not mean any such person who is an administrative employee.

B. Savings Clause

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, such provision or application shall not be deemed valid or substituting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Ratified Agreement Distribution

Once the agreement has been ratified by both parties, it will be typed in the final form by the Board. Both parties will proofread the final typed copy and will attest to its accuracy by signatures of the appropriate representative(s) for both parties.

After sufficient copies have been made, at the expense of the Board, a copy will be given to each teacher presently employed, to each teacher newly employed or to each teacher considered for employment during the term of this agreement. In addition five (5) copies of the agreement will be furnished to the Association at no cost.

D. By Reference Clause

This agreement when ratified by the Board and Kiowa County Teacher's Association is incorporated as a part of each teacher's individual contract by reference with full force and effect as though fully set forth therein.

No. 3 GAE Grievance Procedure

The board shall provide a procedure whereby each employee shall have the opportunity to have employee complaints and grievances timely and fairly considered.

A grievance is an allegation by an employee that his contract of employment has been violated in some way, i.e., that some duty the board or administration was requested to perform has not been performed; that the board or the administration is requiring or attempting to require the employee to do something the contract does not require; or that the employee is entitled to something under contract that he is not receiving.

A grievance procedure is the process by which the grievance is resolved. The District will use the following procedure in the handling of problems or grievances from certified personnel:

Level 1. The complaint should be heard, orally or written, at the building principal level and resolved at that level. An action record should be dated, signed and filed by both parties.

Level 2. If the grievance or complaint cannot be resolved at the building principal level within ten working days, a written communication that includes the complaint and the action requested and is signed and dated will be forwarded to the superintendent. A personal appointment will be made and the grievance will be heard orally. A written response signed and dated by the teacher and superintendent will be made for the record and placed in the teacher's file within ten working days of the date of the appeal.

Level 3. If the grievance cannot be resolved at the superintendent level, a written grievance by the teacher will be forwarded to the board within five working days including the action of the administrative hearings. A date of the hearing will be set as agreed upon by both parties within ten working days of the date of appeal. The grievance will be heard orally and action will be taken by the board within ten working days of the hearing. A written response signed and dated by the teacher and board president will be placed in the board minutes and the teacher's file relative to the action taken.

**UNIFIED SCHOOL DISTRICT NO. 422
GRIEVANCE REPORT FORM**

Procedure (1) (2) (3)
(Circle one to indicate level of grievance)

Date filed _____

<u>Name of Grievant</u>	<u>Building</u>	<u>Assignment</u>
_____	_____	_____

A. Date cause of grievance occurred: _____

B. Relevant contract provisions: _____

C. Statement of grievance's claim (statement of facts upon which grievance is based - use additional pages if necessary):

D. Relief desired: _____

Signature _____

Date _____

Date Received _____

E. Disposition by the appropriate administrator (attach additional pages if necessary):

Signature _____

Date _____

No. 4 GAL Salary Deductions

Only those salary deductions authorized by law or by board policy will be permitted.

The superintendent shall develop appropriate forms which will supply the necessary information needed by the business manager to make approved salary deductions. All requests for salary deductions must be submitted to the superintendent during the enrollment periods established by the board.

No. 5 GAT Staff Use of Communication Devices

The board encourages district employees to use technology, including communication devices, to improve efficiency and safety. The district expects all employees to use communication devices in a responsible manner that does not interfere with the employee's job duties. Employees who violate district policies and procedures governing the use of communication devices may be disciplined, up to and including termination, and may be prohibited from possessing or using communication devices while at work. Communication devices may not be used in any manner that would violate the district's policy on student-staff relations.

Definitions

“Communication device” is defined to include all portable devices that send or receive calls or text messages, allow the retrieval of email, or provide access to the Internet. Communication devices shall include, but may not be limited to cell phones, smart phones, iPads, and tablets.

“Use/Using” for the purposes of this policy mean answering or talking on the phone; sending or responding to a text, e-mail, or other communication; opening and viewing pictures or digital recordings; opening and listening to music or audio communications; accessing social media websites; playing games on such device; continuously checking a communication device; or any activity with a communication device that interferes with the employee’s job duties or appropriate supervision of students.

General Use

The district prohibits employees from using any communication device that interrupts or disrupts the performance of duties by the employee or otherwise interferes with district operations, as determined by the employee’s supervisor. This prohibition applies regardless of whether the communication device used is owned by the employee or provided by the district. Employees are responsible for keeping communication devices secure and, if possible, password protected.

Supervision of students and the provision of academic instruction are priorities in the district, and employees who are responsible for supervising and/or providing academic instruction to students must concentrate on these tasks at all times. Employees shall not use communication devices when they are responsible for

supervising students or when their doing so interrupts or interferes with classroom instruction unless any of the following conditions occurs:

- The device is being used to instruct the students being supervised at the time;
- The use is necessary to the performance of an employment-related duty;
- The employee has received specific and direct permission from a supervisor to do so; or
- There is an emergency.

Even when these conditions exist, the employee is responsible for obtaining assistance in adequately supervising students during the approved use so that students are supervised at all times.

Use in Vehicles

Regardless of other provisions of this policy, unless there is an emergency, employees shall not use communication devices when:

- Driving district-provided vehicles;
- Operating a vehicle in which a student is being transported when the transportation is provided as part of the employee's job; or
- Supervising students who are entering or exiting a vehicle, crossing thoroughfares, or are otherwise attempting to safely reach their destinations.

Even in emergency situations, employees should first take all possible safety precautions before using communication devices. Employees are subject to local, state, and federal laws governing use of cell phones while driving and will be solely responsible for all traffic violation liabilities resulting from their use of a phone while driving.

The district may provide communication devices and service to some employees to assist them in carrying out their employment-related duties on and off district property. Use of a district-provided communication device is a privilege. The superintendent or designee has sole discretion as to which employees will be provided communication devices and may recall any previously issued communication device. Employees do not have any expectation of privacy in district-provided communication devices or any information stored on them, and such devices may be confiscated and searched at any time.

Employees are expected to exercise reasonable care to protect district-provided communication devices from damage or theft and must report any such incidents immediately. The district may require employees to reimburse the district for any damage or theft that was the result of the employee's negligence. Users of district-provided communication devices must abide by any use limitations included in the district's service contract.

Personal Use of District-Provided Communication Devices

Personal use of district-provided communication devices is permissible as long as the use does not exceed the limits of the applicable plan. An employee whose use exceeds plan limitations will be required to reimburse the district for all expenses beyond those covered by the plan and may have privileges suspended or revoked unless the employee can show that all use was for employment-related duties and the

device was not used for personal reasons. The amount of personal use of a communication device or service paid for under E-Rate can be no greater than the cost allocation submitted in the request for the E-Rate discount. Staff members electing to use district communication devices for personal reasons will be subject to income tax liability for such benefit.

Staff Bring Your Own Device Policy

Use of employees' personal communication devices during work hours shall be restricted to classroom or work-related activities. Such personal communication devices may only be used by the staff member and are not for student use. The security of personal computing devices is solely the responsibility of the staff member. Any loss resulting from damage or theft of personal communication devices in the school setting is not the responsibility of the district.

No. 6 GBA Compensation Guides and Contracts

The board shall develop compensation guides for the district. The U.S.D. 422 board of education reserves the right to negotiate with the teacher(s) and with other school districts or educational entities for educational services.

Base Contract Salary

(Provisions of district's schedules and contracts for regular compensation and for supplemental compensation may be inserted here.) See pages 8, 9 and 10.

A. Salary Schedule Regulations

1. Initial Placement on the Salary Schedule

Teachers new to the district will be placed on the highest step and highest column that their teaching experience and education will allow.

2. Advancement on the Salary Schedule

Vertical Movement - Teachers shall move vertically on the salary schedule with each additional year of experience. Teachers may advance only one experience step per year. Vertical steps are only an experience factor and do not necessarily reflect the actual number of years taught. Provided further, that once teachers reach the highest step which a particular column allows, said teachers will remain "frozen" on that step until they qualify to move to a higher column on the salary schedule.

Horizontal Movement - A teacher may advance horizontally or across the salary schedule by presenting evidence of a sufficient number of additional approved college hours or inservice hours as addressed in the inservice plan. All courses for credit for salary schedule movement must be approved by the superintendent preferably before enrolling in the course.

Request of the superintendent for approval shall include a description of the course and a description of the educational benefit to be received. Courses shall be in the field of education in which the teacher is currently certified or which have been approved by the superintendent.

For advancement on the salary schedule the teacher shall provide proof (college transcript) of successfully completing approved courses and a transcript of inservice hours on or before September 1. Failure to provide the necessary evidence will cause the teacher to lose the additional compensation which would have been granted for horizontal movement during the current school year.

B. Board Paid Benefits

1. The board shall pay up to one hundred twenty-five (\$125) dollars per credit hour as an incentive for continuing education. A teacher applying for the educational incentive must make application to the superintendent prior to enrollment. The incentive will be paid upon proof of successful completion of the course in the form of a grade card or college transcript for the amount paid for each credit hour up to \$125.

2. A fringe benefit of \$660 per month for health insurance will be added for any certified employee covered by this agreement that chooses to take the group health insurance plan. This is a "take it or leave it" plan for health insurance only. The health insurance policy will be reviewed and ratified annually by the board, administration and the local teacher association.

3. Board paid \$10,000 life insurance policy

4. Section 125 Cafeteria Plan

C. Supplemental Salary Schedule Provisions

The administration will compensate for supplemental duties according to the provisions of this agreement.

Supplemental salaries may be discussed and evaluated annually at the discretion of the superintendent or the recipient of the supplemental contract.

A minimal starting salary may be determined for new employees to the supplemental duties by using the attachment entitled "Pay Scales for Supplemental Duties". Based on the experience of the new employee, the administration reserves the right to increase the supplemental duty salary.

Items to be considered in determining negotiated salary are listed below:

1. Participation in the program
2. Sportsmanship -conduct of participants and sponsors

3. Team spirit / working together
4. Goals
5. Community support
6. Positive attitude of participants and coaching staff

7. Organization:
 - a. practice
 - b. equipment
 - c. leadership of coaching staff
 - d. travel
 - e. time schedule
8. Improvement of program
9. Discipline of participants and staff
10. Good vision of your program in the overall scheme of the school.
11. Cooperation with other programs

No. 7 GBI Evaluation

The evaluation document adopted by the board governing evaluation of teachers is on file in the central office and will be published in the teacher handbooks.

FIRST AND SECOND YEAR TO THE DISTRICT: Evaluated formally at least one time each semester, no later than the 60th school day of the semester.

THIRD AND FOURTH YEAR TO THE DISTRICT: Evaluated formally at least once every year, no later than February 15.

THEREAFTER: a minimum of once every three years prior to Feb. 15.

All formal evaluations will be made in writing.

Principals' evaluation of teachers will be presented to the board as requested by the board or superintendent.

Should the evaluation reveal potential trouble spots, it shall be the responsibility of the building principal to inform the employee in writing of the specific area or areas and to provide suggestions and recommendations for improving the quality of the employee's instruction and provide positive assistance. The next scheduled evaluation of the employee shall include, but not be limited to progress made in areas of concern in accordance with the procedures in this article.

No. 8 GBK Suspension

The superintendent shall have the authority to suspend an employee until the suspension is resolved by board action at the next regular or special meeting of the board.

The superintendent may suspend an employee for any one or more of the following reasons: alleged violation of board policy, rule or regulation; the filing of a formal complaint against the employee with any civil authority or with the board charging the employee with the alleged commission of an offense involving moral turpitude; and other just cause.

An employee may be suspended with pay. If the suspension is imposed on an employee pending dismissal, the employee is entitled to pay until the employee has had a due process hearing before the board. Said hearing shall determine whether the suspension shall be with or without pay and whether the employee will be terminated.

A negotiated agreement or any applicable grievance policy may provide the procedures for the teacher to obtain such a hearing and may have a time precedence over such a board determination.

No. 9 GBN Separation

The board shall not renew any teacher's contract in any case where the board is of the opinion that such renewal would not be in the best interests of the district.

All administrative recommendations for dismissal and non-renewal of certified personnel given to the board shall be accompanied by a detailed documentation justifying any such recommendation.

If the board has a good faith doubt that the employee cannot fulfill their contractual obligations because of a mental or physical infirmity, the board reserves the right to have the employee examined by a physician of its choice. The cost for any examination will be borne by the board.

Non-renewal of Non-tenured Teachers

Reasons for non-renewal shall not be stated either in writing or verbally in any notice of non-renewal given to a non-tenured teacher. No hearing shall be afforded a non-tenured teacher except as provided by law.

No. 10 GBO Resignation

The board shall consider the resignation of any certified employee which is submitted to the board in writing. The board shall accept such resignations from employees under contract only when the board is of the opinion that such resignations will be in the best interests of the district. The protection of public interest is a proper consideration in the

determination of possibility of liquidated damages. The board reserves the right to waive the provisions for liquidated damages if such waiver is appropriate.

A teacher who has signed his contract and accepted a teaching position in the district for the coming year or has not resigned by the continuing notice deadline shall not be released from that contract to accept another position until a competent replacement has been contracted in his place.

Liquidated Damages on Contract Termination

In the event any teacher resigns or fails to honor the terms of the employment contract, the teacher shall pay to the district liquidated damages as follows:

If the teacher resigns or fails to honor the terms of the contract after July 1 and on or before August 1, liquidated damages shall be \$750. If the teacher resigns or fails to honor the terms of the contract after August 1 and before the end of the contract term, the liquidated damages shall be \$100 plus \$75 for each month of the work period remaining on contract whether a full month or part of a month.

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

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

No. 11 GBP Reemployment

The board shall give no preference to former employees in filling vacancies.

No. 12 GBQA Reduction of Teaching Staff

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

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

The number of teaching positions to be reduced shall be in accordance with the educational goals established by the board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those

educational goals in determining which teachers will be non-renewed due to reduction in force.

The educational goals and needs of the district, individual certifications, qualifications, training, skills, evaluations, and interests shall be considered.

If all of the teachers in the area identified for reduction have similar certifications, qualifications, training, skills, evaluations and interests, the teacher(s) who best meets the needs of the district, considering the factors outlined above and any other relevant factors, will be retained.

Any certified employee who has not been reemployed 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 one year from the date of non-renewal.

No. 13 GBR Working Conditions

For the district to develop the educational environment to the best advantage, certain guidelines are necessary.

A. Time Schedule: To facilitate the supervision of students and the instructional program of the district, certified personnel must be at their places of assignment preceding, during, and following classes each school day.

B. Work Load: Based upon each teacher's time schedule and needs of the district, certain related non-teaching duties may be assigned on a regular or rotation basis by the superintendent or designated representative.

Length of Contract Year

The normal contract year will be 190 days as determined and scheduled by the Board. Contract days may be scheduled for instruction, curriculum study, orientation, inservice, parent conferences, teacher preparation or other activities determined by the Board. The Board retains the right to modify or change the use of contract days. Starting in the 2015-16 school term, the length of the contract year will be reduced to 172 days. However, the Board reserves the right to increase (but not to exceed) the contract year in the future (up to 190 days) with no additional compensation to staff.

Time Schedules

The duty day for all certified staff members will be published each year in August by the superintendent or building principal as the case may be. Each certified employee shall receive a copy of such publication before each school year begins.

Work Load

The number of sections to which a teacher is assigned by the building principal shall be dependent upon availability of staff and number of students. Building and playground assignments on a regular basis will be made by the building principal. Teacher assistants may help with recess supervision if available.

School Day

The normal duty day shall not exceed eight hours as determined and scheduled by the Board. On Fridays and days before holidays, teachers may leave after dismissal of students. Certified staff may leave the building during preparation time if notification and/or approval has been granted by the building principal. The Board shall have the right to determine the number of teaching periods, length of periods, length of instructional time and the right to change the components of the duty day.

No. 14 GBRE Additional Duty

In order to establish a desirable educational program, the board shall establish outside-of-class assignments and their compensations when they extend beyond the regular school day or the time classes are in session.

All extra duty days beyond the 190 teaching days will be paid on a basis of 1/190th of the rate of the teaching contract salary. This section refers to extension of the present year's contract and does not apply to a new contract for summer work.

Duty Free Lunch

All certified employees will have a duty free lunch unless the employee volunteers as a lunchroom supervisor. Compensation for this duty will be lunch without charge and \$7.50 per day.

No. 15 GBRH Certified Leaves and Absences

A. Professional Leave

Personnel may be granted professional leave that may also include conferences and visitations. One day of professional leave will be encouraged each year upon approval of

the superintendent. Additional days may be granted, and expenses, if allowed, will be determined by the superintendent.

The superintendent shall have the authority to grant leaves of absence not to exceed five consecutive school days for any employee during any school year for the purpose of attending educational conferences or school visitations.

Employees desiring to attend conferences and make visitations shall file an application in writing with the superintendent no less than 15 days prior to the first date of the leave requested. The application shall be on a form prescribed by the superintendent. Said request shall explain in detail the length of the leave, the purpose and the opinion of the person requesting said leave as to how it will benefit the district.

B. Sabbaticals

No sabbatical leave shall be granted with pay. Sabbatical leaves without pay may be granted at the discretion of the board.

Any employee desiring a sabbatical leave shall file written application with his principal or supervisor at least 90 days prior to the first day of the requested leave. The application shall be in writing on a form prescribed by the superintendent and shall explain in detail the length of the desired leave, the purpose of the desired leave and the applicant's reasons why the leave will be of benefit to the district. The superintendent shall present the request to the board at its next regular or special meeting together with his recommendation.

No sabbatical leave shall be granted for a period longer than the one semester. The employee receiving a sabbatical leave shall be entitled to all of the rights and privileges of employment he would have received had he performed his regularly contracted functions during the period of such leave, except that salary shall be discretionary with the board.

C. Exchange Teaching

All leaves for exchange teaching shall be granted at the discretion of the board.

Any employee desiring a leave for the purpose of teaching in another district shall file a written application with his principal at least 90 days prior to the first day of the requested leave. Such application shall be in writing and shall explain in detail the length of the desired leave, the purpose of the desired leave and the applicant's reasons why said leave will be of benefit to the district. The superintendent shall present said request to the board at its next regular or special meeting together with his recommendation for the board's consideration.

No exchange teaching leave shall be granted for a period longer than provided by law. The employee receiving such a leave shall be entitled to all of the rights and privileges

of employment he would have received had he performed his regularly contracted functions during the period of such leave. No such leave shall be granted unless and until the question as to which district shall pay the salary of such teacher and other employment obligations have been resolved in a written agreement between the districts concerned.

No. 16 GBRHB Conference and Clinic Guidelines

The following guidelines will be followed for certified personnel in the approval of conference attendance during the school year. Conferences and clinics will be defined as one of two types:

- 1) Educational -related to your classroom assignment
- 2) Extra-curricular -related to a supplemental assignment

General Requirements

All conferences and clinics should be selected on the basis of need, timeliness, availability, and instructional improvement.

All conferences and clinics must be approved by the building administrator and superintendent.

Out-of-state conferences or clinics must also be approved by the board. Funding of the conference or clinic may be full, partial, or none at the discretion of the board.

Educational

All conferences or clinics should follow the teachers professional development plan (IDP) and if followed, IDP points will be awarded unless college credit is given.

Certified personnel may request one conference and/or clinic per year per IDP goal, not to exceed two school days in length. All pre-approved expenses will be the responsibility of the district.

If the district requests attendance at a conference or clinic, IDP points will be awarded and the district will pay all expenses.

Extra-Curricular

Extra-curricular conferences and clinics will not be eligible for IDP points. Certified personnel may request one conference or clinic per extra duty assignment, not to exceed two school days in length. All pre-approved expenses will be the responsibility of the district.

In addition, coaches may attend the state coaches clinic. The district will cover all pre-approved expenses, except dues to join any organization.

No. 17 GBRI- Leave Policies

Discretionary Leave

1. Discretionary Leave may be used for:
 - a. Personal reasons
 - b. College visitations with children
 - c. Attending funerals (staff members attending funerals, other than funerals where the deceased is related to the employee, will use Discretionary Leave. Bereavement Leave covers the staff member when the deceased is related to the employee.
2. Accumulations: All full time teachers will be credited with 3 days of Discretionary Leave at the beginning of each school year. Any unused leave from previous years shall be accrued in that person's sick leave to a maximum total which does not exceed 30 days. Discretionary Leave shall be prorated for any teacher who is contracted for less than full time or who begins employment after the beginning of the normal contract year or ends employment prior to the end of the contract year.
3. At the end of each contract year, the district will buy up to 3 unused Discretionary Leave days based on the following criteria:
 - a. Employees must request the buy-back through the board clerk at teacher check out on the last day of school.
 - b. The district will buy back at a rate of \$100 per Discretionary Leave day to be included in the June payroll. Only the current year's Discretionary Leave days (3 maximum) will be eligible for buy-back.
 - c. Employees have the option to roll over unused Discretionary Leave days into sick leave to reach their 30 days. The teacher will forfeit the buy-back option if roll-over is chosen.
 - d. The number of days used for Discretionary Leave within any school year shall not exceed the number of Discretionary Leave days awarded for that contract year. After the days awarded for the current year are used, only sick leave will be granted.
4. Discretionary Leave requests shall be made in advance whenever possible.
 - a. Planned Discretionary Leave shall not exceed 2 consecutive days. Additional unpaid leave may be granted upon approval from the Superintendent. Request for additional unpaid leave must be submitted at least one week in advance.
 - b. Discretionary Leave taken adjacent to scheduled school breaks is discouraged, unless prior approval is granted by the Superintendent using the Restricted Days Form. This request must be made at least one week in advance. (Restricted days are defined as: any scheduled staff work day or inservice day, the first 3 student contact days, Thanksgiving Break, Christmas Break, Spring Break, Easter Break, and the last 3 student contact days.)
 - c. The Administration may require, following prior written notification to the teacher, written physician verification that further use of sick leave days may be required.

Sick Leave

Certified employees may be provided with leaves of absence with pay for illness.

Each teacher will, at the beginning of each year, be allowed 10 days leave for sickness and death within the immediate family. These days are cumulative up to 30 school days. Each teacher must present upon request a doctor's statement the 4th day and every 7th day thereafter per illness.

Sick leave will be granted for personal illness or critical illness of any member of the immediate family. The immediate family is defined as wife, husband, mother, father, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchildren, or other person living in the same household.

A certified employee may request up to 5 additional days of sick leave when all other sick leave is exhausted. For these days the employee will receive their regular wage minus the substitute pay.

At the end of each contract year the teacher will receive \$20.00 per day for unused sick leave days in excess of the 20 days accumulated.

Sick Leave Bank

The purpose of the Sick Leave Bank is to assist the staff member to care for him or herself or to assist the staff member in caring for his or her immediate family. Examples of need include prolonged illness, hospitalization, maternity, surgery, or inability to work due to accidents.

1. Any employee whose position requires a teaching certificate is eligible to participate. New employees will donate 1 sick day to the bank upon new employment.
2. Should the number of days in the bank fall below the number of maximum days (100) minus the number of employees, each employee will contribute one (1) day to the sick leave bank at the beginning of the contract year
3. A person will not be able to withdraw days from the bank until his or her own sick leave is depleted. After a teacher's regular sick leave (maximum of 30 days) has been used, application may be made to the Sick Leave Bank Committee for up to 60 additional days using the Application for Additional Discretionary Days form, along with supporting documentation (i.e. Doctor's recommendation, etc.).
4. The Sick Leave Bank Committee will be comprised of 5 certified staff members representing the three schools in USD 422 (Elementary, Junior High, and High School).
 - a. At the beginning of each school year, the Sick Leave Bank Committee will select one member to serve as committee chair.
 - b. The Sick Leave Bank Committee will consider all applications for additional Sick Leave days requested from the Sick Leave Bank.
 - c. A majority vote is required to approve a request for additional sick leave day/s. Four of the five committee members must be present for the action to be considered valid.
 - i. Possible actions to be taken:
 1. Request is denied, or
 2. An initial grant of additional sick leave to an eligible certified staff member shall be from one to ten working days. Upon completion of the ten working day period, additional entitlement may be extended by the committee, up to the maximum

allowance (total not to exceed 60 days), upon demonstration of need by the applicant.

- d. The following general criteria shall be considered by the committee in administering the bank and in determining the amount of leave:
 - i. Medical evidence
 - ii. Prior utilization of sick leave
 - e. The Sick Leave Bank committee will act on a case by case basis.
 - f. Decisions made by the Sick Leave Bank committee are final and may not be appealed or subject to grievance or arbitration.
5. If the Sick Bank falls below 50 days, each staff member will contribute 2 days each year until the sick bank reaches 100 total days.
 6. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
 7. The teacher should apply to the Sick Leave Bank Committee prior to taking additional Sick Days, whenever possible. Application should be submitted to the Sick Leave Bank Committee Chair.

Legal Leave and Jury Duty

Legal leave shall mean and include time away from the job for the purpose of prosecuting and defending a legal action or in testifying in either a court of law or before an administrative body. No legal leave shall be granted with pay unless authorized by the Administration.

Teachers will be allowed to serve jury duty. An employee called to jury duty will be paid regular school wages. The employee will forfeit duty pay to the district but retain mileage and subsistence reimbursement.

Religious Leave

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

Bereavement Leave

Employees desiring bereavement leave shall contact their immediate supervisor. Pay for such leave will be taken out of the employee's sick leave when the deceased is related to the employee as a spouse, mother, father, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, stepchildren, or other person living in the same household. Bereavement leave may also be granted when the deceased was residing with the employee at the time of death. Other bereavement leave may be granted at the discretion of the superintendent. The length of each bereavement leave shall be determined by the superintendent.

Family and Medical Leave

Family and medical leave as required by federal law shall be granted for a period of not more than 12 weeks during a 12-month period. For purposes of this policy, a 12-month period shall be defined as a fiscal year beginning on July 1 and ending the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for a birth or adoption of a child or to care for a child with a serious health condition.

Leave is available because of (1) the birth of a son or daughter of the employee and to care for the son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) the need to care for a spouse, son, daughter or parent of the employee because of a serious health condition; or (4) a serious health condition of the employee that prevents the employee from performing the job functions. (Leave for reason 1 or 2 must be taken within 12 months of birth or placement.)

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, sick or disability leave that is available for use because of the reason for the leave, the paid leave shall be used first and counted toward the annual family and medical leave. The superintendent will notify the employee prior to or during the leave period that the leave has been designated as paid family and medical leave.

The employee is eligible for family and medical leave upon completion of 12 months of service in the district and employed at least 1250 hours during the preceding year.

During the period of any unpaid family and medical leave the board shall continue to pay the employer's share of the cost of group health benefits in the same manner as paid immediately prior to the leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on the payroll date or other time as the employee and superintendent may agree. The board may terminate group health coverage if the employee payment is not received within 30 days of the due date.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as practical.

Upon the employee providing notice of need for leave, the employer will notify the employee of:

1. the reasons that leave will count as family and medical leave,
2. any requirements for medical certification,
3. employer requirement of substituting paid leave,
4. requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share,
5. right to be restored to same or equivalent job,
6. any employer required fitness-for-duty certification.

Family leave (reason 1 or 2) may not be used intermittently or on a part-time basis without the prior approval of the superintendent.

The superintendent may require an instructional employee to continue leave until the end of a semester if the leave begins more than five (5) weeks before the end of the semester, lasts more than three (3) weeks and the return would occur during the last three (3) weeks of the semester.

If the leave is for a reason other than the employee's serious health conditions, the superintendent may require an instructional employee to continue leave until the end of a semester, if:

1. the leave begins in the last five (5) weeks of a semester, will last more than two (2) weeks and the return to work would occur in the last two (2) weeks of a semester, or
2. the leave begins in the last three (3) weeks of a semester, and lasts more than five (5) days.

Extended Leaves

Extended leaves will be considered on an individual basis upon written request of the certified employee. The Administration will consider approving extended leave on the following basis:

1. If a qualified, suitable replacement can be recommended by the Administrators.
2. If a qualified teacher is willing to accept temporary employment during the absence of the regular teacher.

APPLICATION FOR RESTRICTED LEAVE DAYS

I _____ request time off for the following restricted days
_____.

Reason for request: _____

Employee Signature

Date

Administrative Approval

Date

**DOCTOR'S VERIFICATION FORM
USD 422 SICK LEAVE POOL**

_____ is under my care for

(Name of illness, description, surgery, etc.)

In my estimation, the patient will not return to work until _____ (Date)

Doctor's Printed Name

Doctor's Signature

Date

APPLICATION FOR ADDITIONAL SICK LEAVE DAYS

Date of Application: _____

I, _____, have donated to the USD 422 sick leave bank and therefore I am eligible to request additional sick leave days.

Reason for Request

_____ My own illness

Doctor's Diagnosis _____

_____ Illness of Immediate Family member

_____ Other, Please Explain _____

Approximate days needed _____, not to exceed 60 days.

Applicant may apply for additional days if this is not sufficient. At such time, the employee shall provide an up-to-date Doctor's Verification Form.

It is the responsibility of the applicant to notify the payroll clerk of the date they return to work so the exact number of days used may be recorded.

Signature of Employee Date

Committee Decision

Signature of Committee Chair Date

Signature of Committee Members Date

APPLICATION FOR PAYMENT OF UNUSED DISCRETIONARY DAYS

At the end of each contract year, the district will buy up to 3 unused Discretionary Leave days based on the following criteria:

- Employees must request the buy-back through the board clerk at teacher check out on the last day of school.
- The district will pay \$100 per Discretionary Leave day buy-back which will be included in the June payroll.

I, _____, request payment for _____ unused discretionary days (not to exceed 3 days) at a rate of \$100 a day.

Signature of Employee _____ Date _____

No. 18 GBRIBA Disability Leave

The board may grant leave of absence for disability with or without pay. A leave of absence is a temporary suspension of duties subject to the board's policies/rules generally. (See GBN, GBN-R and GBRIA, GBRIA-R.)

Any teacher who becomes disabled due to illness or injury or anticipates becoming disabled for reasons including, but not limited to, surgery, hospital confinement medical treatment, confinement at home by order of the teacher's physician or pregnancy may become eligible for a leave of absence based upon said disability upon compliance with the rules hereinafter set forth.

Anticipating Disability

Any teacher who reasonably anticipates becoming disabled because of any of the reasons set forth above shall give written notice to the superintendent of the condition expected to result in disability as soon as the condition is known to the teacher. In addition, such notice shall contain a statement from the teacher specifying the date on which the teacher wishes to commence disability leave and the expected date on which the teacher wishes to resume duty following recovery from said disability along with a statement from the teacher's physician concerning the teacher's present general health and physical capacity to work.

When a teacher desires to continue in the performance of duty during the period of time from the date of giving notice to the superintendent, as set forth above, to the date of disability, the teacher shall be permitted to do so only when the teacher's physician statement indicates that said teacher is physically capable of continuing to perform assigned duties. Such statement shall establish the time period, in the opinion of said physician, during which the teacher is expected to be capable of performing said duties.

After consultation with the teacher, the teacher's immediate supervisor, if any, and principal, the superintendent shall determine whether or not the teacher is capable of performing assigned duties up to the date requested by the teacher.

In no event shall the board be obligated to permit a teacher anticipating a state of disability to continue in the performance of duty where the performance of said teacher has substantially declined from that performance shown by the teacher prior to consultation with the superintendent provided in the paragraph immediately preceding.

The statement of the teacher's physician concerning the teacher's general health and physical capacity to work shall be submitted for board consideration together with the recommendation of the superintendent concerning the teacher's continued performance of assigned duties. The board will consider both the recommendations of the superintendent and the physician's statement when acting to allow said teacher's continued performance of assigned duties after notification of the anticipated disability. The board reserves the right to have the teacher examined by a physician of the board's choice at district expense.

Failure or refusal of the teacher to furnish a physician's report or to be examined by the board's physician shall preclude the teacher from receiving any sick leave benefits for any disability and effect a waiver of said eligibility to resume assigned duties.

If the teacher does not agree to the findings of the superintendent, the teacher may request a hearing before the board to state reasons for continuance of assigned duties. The hearing must be requested by the teacher in writing within a reasonable period of time prior to the regular board meeting when said teacher's future employment status will be determined. Said request will be delivered to the superintendent or the clerk of the board.

The board will make its decision within a reasonable period of time after hearing all of the evidence presented by the teacher, the superintendent and the teacher's physician. Said decision will be based on the evidence presented at the hearing.

Whenever, in the opinion of the board, the dates for the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of students, the requested dates may be changed by the board. The teacher shall resume assigned duties no later than the first day of the school year following the date that the teacher was declared eligible for resumption of duties. Failure to appear for resumption of duties shall be deemed a resignation by the teacher.

When it is mutually agreed to between the teacher and the board that the teacher will not resume contracted duties for the school year in which the teacher would be eligible to resume duty, the teacher shall be separated from employment as provided by law (see GBN and GBN-R). The board will have discharged its responsibility after offering to allow the teacher to resume duty in the first vacancy for which the teacher is certified that occurs after the teacher has been declared eligible for resumption of duty.

Returning to Duty

The teacher who submits a written physician's report that the teacher is physically fit for full-time employment may be declared eligible for resumption of duties.

If the superintendent or the teacher's immediate supervisor has a good faith doubt that the teacher is capable of resuming regular classroom duties, the superintendent shall conduct an inquiry to determine whether the teacher is capable of resuming regular classroom duties. The findings and conclusions of the superintendent's inquiry will be given to the teacher in writing at the conclusion of the investigation. If the findings and conclusions are contrary to the opinion of the teacher and the teacher's physician, the teacher may request a hearing before the board to resolve the matter. The request for said hearing shall be given to the clerk of the board in writing within a reasonable period of time after receipt of the superintendent's report. The board will hold the hearing at its next regularly scheduled board meeting.

If the board has a good faith doubt that an employee, not returning to duty after a disability, is unable to resume contracted duties, the board may request that the employee be examined by a physician of the board's choice at district expense. If the physician's report is that the employee is able to resume work, the board may require the employee to do so or to be placed on unpaid leave and possible suspension. The employee may request a hearing to resolve the matter before the board as herein provided previously.

Extensions or Reductions of Leave

Where disability leaves have been approved, the beginning or ending dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the board. Such extensions or reductions may be granted by the board for additional reasonable periods of time provided, however, that the board may alter the requested dates upon finding that such extensions or reductions would substantially interfere with the administration of the school and/or with the education of the students and provided further that such change by the board is supported by reasonable evidence.

The provisions of this regulation shall not be deemed to impose on the board any obligations to grant or extend a leave of absence to any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

Leave Benefits

All personnel benefits accrued by the teacher at the date the disability leave begins will be retained during disability leave unless the person concerned shall have severed the employment relationship by resignation. No additional personnel benefits will accrue during the period of disability leave except as expressly provided by law.

The provisions of this policy and regulation shall not be applicable and shall be of no force nor effect during any period of time not covered by a contract of employment with the teacher.

A leave of absence due to a disability may be chargeable to the sick leave of the teacher. (Cf. GBRI & GBRI-R)

District disability or sick leave benefits shall be reduced by any duplicating monetary benefit received by the employee under any plan, including a plan established by law, toward which the board contributes or for which the board pays. The board will retroactively adjust the district benefits provided by the board under one plan when granted prior to the notice that the employee has elected to file for benefits under another plan provided in full or in part by the board, e.g., an employee's utilizing paid sick leave for a disability and filing for benefits under workmen's compensation which would be paid, duplicate all or part of the benefit provided earlier and increase the employer's contribution rate because of the loss-experience record.

Such retroactive adjustment may involve a pro rata deduction in wages to compensate for duplication of benefits or an endorsing all or part of the benefit over to the district. In either case, a proration of sick leave taken earlier will be reinstated to the employee's accrued accumulated sick leave. The adjustment will be conducted as group insurance companies coordinate benefits so that the employee receives the best adjustment of his full claim, but never more than the full amount of his claim. Such an adjustment shall not affect any personal insurance coverage carried by the employee in which the board is not contributor.

No. 19 GAM Wearing Apparel

All faculty and employees of USD 422 Kiowa County serve as role models for the students with whom they work and as leaders in the community. Consistent with these roles, all faculty and employees shall dress in a manner and have an appearance that is appropriate and professional in light of the environment in which they work, duties of their jobs, and the impressionable youth they serve.

No. 20 GBW Association Rights and Responsibilities

Use of Buildings and Equipment

The Association shall be entitled to usage of buildings and equipment upon application to and approval by the superintendent prior to such use.

Expenses Incurred by the Association

The Association shall reimburse the district for the supplies and materials used, long distance telephone calls made, and other expenses that are a direct cost to the district.

Association Dues

Within thirty (30) days after receipt of written authorization from the teacher, the board shall deduct from the salary of the employee and make the appropriate remittance therefore. Such authorization shall continue from year to year. Pursuant to such authorization the board shall deduct one-twelfth (1/12) or appropriate amount of such dues from the regular salary check of the employee each month. Amounts to be deducted shall be supplied the board through a schedule established by the Association. Any balance due upon the employee's termination of employment shall be deducted from such individual's final check. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing by the employee between July 15 and August 1 of any school year.

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

DURATION OF AGREEMENT

This agreement shall govern the rights, as provided in this agreement, of the Board of Education, Unified School District No. 422, Kiowa County, Kansas and the Kiowa County - NEA during the effective period of twelve months from July 1, 2017 through June 30, 2018. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Only articles that are negotiated each year will change this agreement.

Dated this ____ day of July, 2019 at Greensburg, Kansas.

ATTEST:

Clerk

President, Board of Education
Unified School District No.422
Kiowa County, Kansas

Dated this _____ day of _____, 2019 at Greensburg, Kansas.

Secretary-Kiowa County
Teachers' Association

President-Kiowa County
Teachers' Association

**EARLY RETIREMENT PLAN
U.S.D. #422
KIOWA COUNTY, KANSAS**

PHILOSOPHY:

In order to encourage and facilitate the voluntary early retirement of professional employees of the district who may find it necessary or desirable to retire prior to normal retirement age, the Board is proposing an early retirement plan. Any eligible professional employee may elect to take early retirement under the terms and conditions set forth in this policy. Early retirement is entirely voluntary and at the discretion of the professional employee.

ELIGIBILITY:

In order to be eligible for early retirement under this plan, the employee must comply with all of the following requirements:

1. Must be currently employed by the U.S.D. #422 with at least 10 years of full time continuous employment with the district.
2. Must be fully vested with KPERS, must be eligible for the full retirement benefits under KPERS programs (either regular or special programs), and must officially retire through the KPERS retirement system.
3. Will not be more than sixty-four (64) years of age on or before August 31 of the calendar year in which the employee intends to retire.
4. Must complete the early retirement request form and submit it to the superintendent. Such written notice shall be submitted on or before the 1st day of February preceding the anticipated retirement date.

BENEFITS:

1. Early retirement will be paid in one lump sum payment in the amount of \$7,000.
2. Benefits will be paid in January following the year of retirement with the regular January payroll.
3. Employee shall have the option to maintain health insurance coverage at the employee's expense through the school sponsored plan. This provision will be in effect only if allowable by the insurance carrier and or state law.

4. If any provision of this plan is determined to be in violation of federal or state law or regulation, the entire plan shall immediately terminate.

TERMINATION OF EARLY RETIREMENT:

The Board of Education may terminate this early retirement plan at any time upon proper action of the Board. If the early retirement plan is terminated by the Board, all employees participating in the retirement plan at that time will continue in the plan under the terms and conditions set forth herein until the employee's eligibility expires.

**Early Retirement
Request**

I, _____, desire to take advantage of the Board of Education's early retirement option at the end of the _____ school term.

Applicant's birth date _____

Applicant's age at early retirement _____

Current mailing address:

Number of years employed by U.S.D. #422 _____

Number of years credited in KPERS _____

Applicant desires health insurance coverage:

Yes _____ No _____

Signature of Applicant

Date of Request

USD # 422 Supplemental Salary Schedule					
2020-21					
Base	\$	38,500			
High School Supplemental		Head Coach	Assistant		
Activities Director		10%	\$3,850		
Football		12%	\$4,620	8%	\$3,080
Basketball		12%	\$4,620	8%	\$3,080
Golf		8%	\$3,080		
Tennis		8%	\$3,080	5%	\$1,925
Track		11%	\$4,235	7%	\$2,695
Volleyball		12%	\$4,620	7%	\$2,695
Cheerleading Sponsor		10%	\$3,850		
Forensics		10%	\$3,850	5%	\$1,925
Junior Class		3%	\$1,155		
Lead Teacher		5%	\$1,925		
Music-Instrumental		7%	\$2,695		
Music-Vocal		7%	\$2,695		
NHS		5%	\$1,925		
Scholars Bowl		5%	\$1,925		
STUCO Sponsor		5%	\$1,925		
Yearbook		3%	\$1,155		
Cross Country		8%	\$3,080	6%	\$2,310
FFA		8%	\$3,080		
Junior High School Supplemental					
Activities Director		6%	\$2,310		
Football		8%	\$3,080	6%	\$2,310
Basketball		8%	\$3,080	6%	\$2,310
Track		7%	\$2,695	5%	\$1,925
Volleyball		8%	\$3,080	6%	\$2,310
Cheerleading Sponsor		5%	\$1,925		
Lead Teacher		5%	\$1,925		
Quiz Bowl (5-8)		3%	\$1,155		
Math Bowl (4-8)		2%	\$770		
Musics- Instrumental		4%	\$1,540		
Music- Vocal		4%	\$1,540		
STUCO/Impact		4%	\$1,540		
District Level Supplementals					
District Leadership Team		3%	\$1,155		
District Site Council		1.5%	\$578		