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2016 - 2017  
AGREEMENT

between

Atchison National  
Education Association

and

Atchison  
Unified School District 409  
Atchison County, Kansas

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## AGREEMENT

This agreement made and entered into as of the 1st day of July, 2016, by and between the Board of Education Unified School District No. 409, Atchison County, State of Kansas, (hereinafter sometimes referred to as the "Board") and the Atchison National Education Association, Atchison, Kansas, (hereinafter sometimes referred to as the "Association").

The Board recognizes the Association as the representative for the purposes of professional negotiations of all "professional employees" who are placed on the salary schedule listed under VI, A of this agreement. Throughout this agreement, all professional employees will be referred to as "teacher". The Association certifies that this negotiating unit has approved the items in this agreement.

This agreement shall be in effect from July 1, 2016, to June 30, 2017. By mutual agreement of the Board and the Association, it may be extended from year to year thereafter. The Board and the Association shall share equally in the cost of providing all teachers with a copy of this agreement.

### I. **Savings Clause**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in force and effect.

### II. **Teachers**

**A. Parent Conferences:** In order to conduct parent/teacher conferences that are required by policy, a total of seven hours each semester shall be allowed for this purpose. The days and structure of said conferences shall be an administrative decision. *(Revised: 2011-12)*

**B. Plan Time, All Staff:** All teachers will be given at least 235 minutes per week as planning time away from student supervision during the regular teaching assignment. When teachers are not provided this time, they will be paid at the substitute teachers' pay as indicated in VI. F.

**C. Duty Free Lunch:** All teachers will be given a duty free lunch period.

**D. Teacher Workday:** Teachers will be provided a full workday before the start of the students' first day of school in the fall and one full workday at the end of each quarter. On teacher workdays in the months of October, December, and March, teachers will be allowed to leave at Noon if their work is completed. No meetings by administration will be scheduled on those workdays. *(Revised: 2011-12)*

**E. Full-time Teacher Duty Day:** The full-time teacher duty day shall not exceed eight (8) hours, including the teacher's duty free lunch, except on those days when faculty meetings are scheduled. All full-time teachers must attend scheduled faculty meetings unless authorized by the building administrator to be absent. All full-time teachers will arrive 20 minutes prior to the start of the student contact day and will remain 20 minutes after the end of the student contact day. Professional learning community (PLC) time will include the additional 20 minute block of time full-time teachers are required to stay at the end of those student contact days. The full-time teachers' student contact day will not be increased or decreased without negotiating such changes with ANEA.

All teachers may arrive late or leave early as authorized by the building administrator.  
(Revised: 2011-12)

- F. Part-time Teachers:** Part-time teachers will receive the following benefits according to the percentage of the day worked: sick leave, personal leave days, planning time, flex day, and teacher workdays.

Part-time teachers receive health insurance per Article VI, Section K.

Part-time teachers will be required to attend all parent/teachers conferences and staff development days, unless authorized by the building administrator to be absent, and will be compensated at their daily rate for hours worked.

Part-time teachers will be required to attend faculty meetings/professional learning community (PLC) time if connected to the part of the day they are employed, unless authorized by the building administrator to be absent.

Part-time teachers will be required to report either 20 minutes before or 20 minutes following the student contact day, as agreed between the teacher and the building administrator.

Part-time teachers will be compensated at their rate on the salary schedule reduced for the actual percentage of the day worked.  
(Revised: 2011-12)

- G. Professional Development Program:** The board shall establish and implement a professional development program in accordance with state board of education regulations to provide professional growth opportunities for teachers. The district-level PDC shall ensure that inservice points are awarded in accordance with the district PDC plan and state board of education regulations for relicensure.

- H. Committee Selection:** Committees set up for district-wide planning or work will be made up of teachers and administration. The committee shall consist of one teacher from each building selected by ANEA. Administration may select an additional two teachers. Administrative representatives may equal up to half of the committee as appointed by the superintendent.

Committees set up for building-wide planning or work will be made up of teachers and administration. Each department/ grade level will select one teacher representative. Administration may select an additional teacher. Administrative representatives may equal up to half of the committee as appointed by the superintendent.  
(Adopted: 2011-12)

### III. Communication

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards. Space for one shall be provided by the Board in each school building. The Association shall have the use of the district mail service, teacher mailboxes and daily bulletins for communication to teachers excluding political endorsements.

#### **IV. Personnel**

##### **A. Qualifications**

To fill any existing vacant position, the best-qualified available candidate shall be nominated. No discrimination because of race, color, religion, sex, age, disability, or national origin shall be exercised in filling such positions. An effort shall be made to seek and encourage applications from qualified members of minority groups. Teachers shall meet certification requirements as established by the State of Kansas.

##### **B. Length of Contract**

The regular teacher's contract for teachers teaching pre-kindergarten through 12th grade will be 185 days of duty. A flex day may be worked and if worked will be paid at the teacher's daily rate in December or May. Teachers working the flex day must have the building principal's and superintendent's approval and all activities will be completed outside of the teacher's scheduled workday. Documentation that the teacher worked the flex day must be completed and filed with the building principal by December 1 or May 1. Bad weather or emergency duty days will be built into the calendar to meet state attendance requirements. *(Revised: 2013-14, 2014-15)*

##### **C. Notification of Change of Teacher Assignment**

Whenever a teacher is asked to teach a field not presently assigned, or in the case of an elementary teacher, is asked to teach a different grade level, the teacher will be notified in person by the principal or the superintendent if school is in session. If school is not in session, the teacher will be notified in writing within ten (10) working days after a decision is made. The decision will be mailed to the address on file with the clerk for payroll.

A teacher receiving notification of change of assignment after May 15 and before July 15 of the year preceding the contract year will be given five (5) working days from the date of notification of assignment for guaranteed release if requested and will not be subject to liquidated damages under Article VIII of this Agreement. After July 15, they will not be subject to liquidated damages under Article VIII of this Agreement if release is approved by the Board of Education.

##### **D. Transfer**

Definition: The movement of a teacher to a different building shall be considered a transfer.

##### Voluntary Transfer

1. The Superintendent shall deliver to all certified teachers and provide for posting in all elementary and secondary school buildings any notices of vacancies. School e-mail shall be used for delivery. The notices will be posted at the same time as notifying any agency or individual not presently employed with U.S.D. 409. This policy shall not apply to vacancies occurring after the last day of the contract year for the following school year. In the case of a vacancy occurring during the school year that requires a release from the contract, an announcement of the Board's action will be provided in a bulletin from the Superintendent's office.
2. Teachers who desire a transfer must file a written request with the Superintendent within five (5) working days indicating his/her preference of assignment or application for a specific vacancy. The consideration of these requests by teachers shall be reviewed before applications from persons not currently employed.

3. If a teacher's request for transfer for a specific vacant position has been denied, the teacher shall be informed in writing within five (5) working days of the filling of the vacancy regarding the reason(s) for denial of the request.

**E. Teacher Evaluation**

The evaluation of all teachers shall be conducted according to all state statutes and U.S.D. 409 Board Policy GBI, Evaluation. Said evaluation shall be in writing using approved forms as well as narrative for summation.

Evaluators shall take into consideration, and note in writing, those aspects both positive and negative that apply to the performance of the teacher. Student test scores shall not be used as the only criteria to evaluate a teacher.

Teachers shall have available to them guidelines by which they can judge their own effectiveness and by which they can be judged by their supervisors.

The evaluation instrument shall be reviewed at least once every three years by a district-wide committee (see Article II, H). Recommendations of the committee shall be brought to the negotiations process for consideration of both teams and ratification by the board and teachers. *(Revised: 2011-12)*

**F. Reduction in Force**

Recognizing the need to provide an orderly process for reducing the number of teachers to reflect changes in economic conditions, enrollments, or programs, the following procedures shall be used by the U.S.D. 409 Board of Education upon determining that a Reduction in Force is necessary.

Order of Layoff: In the event that staff reductions cannot be achieved through attrition, teachers not eligible for due process will be released before qualified teachers eligible for due process. Where two or more teachers eligible for due process are involved, the following criteria, considered equally, will be used to determine the teacher or teachers to be laid off.

1. Length of service with the district as determined by the first day that the teacher reported for duty.
2. Academic preparation.
3. Areas of certification.
4. Performance evaluation.
5. Total teaching experience.
6. Involvement in extracurricular activities.

Recall: Only teachers eligible for due process are subject to the recall provision of this section.

Teachers who were on a continuing contract prior to layoff shall remain on the recall list for a period of twelve (12) months from the start of the subsequent school year or until they have refused an offer of an equivalent position from the Board. It is the

responsibility of the teacher to inform the Superintendent in writing of voluntary removal from the recall list and to furnish the Superintendent with a current mailing address.

When a vacancy occurs for a position which a continued contract tenured teacher on layoff held prior to being terminated, that teacher shall be automatically recalled to that position. Teachers shall be rehired in inverse order from that which they were laid off. Notification for rehiring shall be by registered mail. The teacher must reply by registered mail within 15 working days after receipt of such notice of his or her intent to accept the position. A teacher's failure to meet notification deadlines shall result in removal from the recall list.

Other Considerations: Any teacher on layoff may continue at his or her own expense to participate in the group health insurance in accordance with federal regulations (COBRA). The teacher will be responsible for submitting all premiums directly to the insurance carrier.

Should reemployment occur within a twelve-month period, all benefits provided by the agreement shall be continued as though the teacher were continuously employed, including accumulated leaves and placement on the salary schedule prior to layoff.

## **G. Grievance Procedure**

### **SECTION 1. Definition**

A grievance is defined as an alleged violation of written board policy or a specific article or section of this Agreement.

A teacher may present his/her grievance and have the grievance adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement. Grievances will be presented in the following steps.

### **SECTION 2. Procedure**

#### Informal

Within ten (10) working days of the time a grievance arises, the teacher, either directly or accompanied by his/her ANEA Representative, will present the grievance to his/her Principal/ Program Administrator. Within five (5) working days after presentation of grievance, the Principal/Program Administrator shall give his/her answer orally to the teacher.

#### Step One

- a. Within five (5) working days of the oral answer, if the grievance is not resolved it shall be stated in writing, signed by the grievant and lodged with the Principal/Program Administrator on the form provided in Exhibit "A" of this Agreement.
- b. The "Statement of Grievance" shall name the teacher involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the teacher and of the Association with respect to these provisions, and shall indicate the specific relief requested.



- c. Within five (5) working days after receiving the grievance, the Principal/Program Administrator shall communicate his answer in writing to the grievant and the ANEA Representative.

#### Step Two

- a. If the grievance is not resolved in Step One, the grievant may, within ten (10) working days of receipt of the Principal's/ Program Administrator's answer, submit to the Superintendent or designee a written "Statement of Grievance" signed by the grievant. A copy shall be given to the Principal/ Program Administrator involved at the same time.
- b. The Superintendent or designee shall give the grievant an answer in writing no later than ten (10) working days after receipt of the written grievance.

#### Step Three

- a. Within fifteen (15) working days after receiving the decision of the Superintendent or designee, an appeal from the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step 2.
- b. No later than fifteen (15) working days after receiving the appeal, the Board shall hold a hearing on the grievance at a regular or special meeting. All persons listed in Step 2 shall have a right to participate in this step.
- c. Within fifteen (15) working days after the hearing, the Board shall communicate its decision in writing to the aggrieved teacher.
- d. The Association may not present any material, allegation or remedy that was not presented in Step 2.

### **SECTION 3. Appearance and Representation**

- a. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings shall not be conducted during the teacher's teaching hours, unless there is mutual agreement.
- b. The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
- c. If the grievance arises from an action of authority higher than the Principal/Program Administrator or a school, the teacher may present such grievance at Step 2 of this procedure.

### **SECTION 4. Time Limits**

- a. Definition of a workday. A workday is any day the district office is open as per the calendar adopted by the Board.
- b. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.

- c. Failure at any step of this procedure to communicate the decision on the grievance within the specified time limit shall permit the grievant or the Association to lodge an appeal at the next step of this procedure.
- d. Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the answer at the previous step.
- e. Failure at Step 3 of this procedure to communicate the decision on the grievance within the specified time limit or at the next regular scheduled meeting of the Board shall constitute a favorable ruling of the relief sought by the grievant. However, if for any reason there was not a regular meeting of the Board of Education within the time limit, the Board may give its answer at its next regular meeting. The time required for an answer shall not exceed thirty (30) working days from the hearing date under any consideration.
- f. Grievance in the process during a school vacation will not have workdays counted during the school year vacations. During the summer vacation the teacher may have an additional fifteen (15) days to act under any step of this agreement when necessary.

**SECTION 5. Teacher's Legal Rights**

Nothing contained herein shall deny to any teacher his/her rights under State or Federal Constitutions and Laws.

**H. Outside Employment**

A full-time teacher who holds outside employment must consider his/her teaching position as his/her primary responsibility. If outside employment interferes in any way with school responsibilities, he/she may be asked to choose between the two.

**I. Sick, Emergency and Personal Leave**

Ten (10) working days per school year, cumulative to a maximum of ninety (90) days, with pay, are granted if it is necessary to be away from work for personal illness or injury, for illness or injury to members of the immediate family, for attending funerals of members of the immediate family, or for other emergencies, certified and approved as such by the building administrator, which require the teacher to be absent. Members of the immediate family include spouse, parents, children, spouse's parents, grandparents, brothers, sisters, and other individuals whose relations are, in the opinion of the building administrator, sufficiently close to stand in place of any of the above. Teachers may use leave for illness or injury of members of the immediate family when the presence of the teacher is required. Leaves for funerals of members of the immediate family are limited to the time required, but normally are not to exceed three days. When additional time is needed because the normal time causes the teacher a hardship, it may be adjusted by the building administrator. Other emergencies are limited to those events over which the teacher has no control and includes such things as required court appearances, serving as a pallbearer, or attending the funeral of a close friend who is not a member of the immediate family. Leave for such purposes is limited to the time required but not to exceed one day.

Each teacher shall be allowed to use five (5) of their yearly ten (10) days of sick and emergency leave for personal leave. Personal leave days will not accumulate from year to year. The following restrictions apply:

1. Teachers must submit the "Application for Personal Leave" form of their proposed absence at least one (1) working day (24 hours) in advance to the Payroll Clerk.
2. No more than six (6) teachers requiring substitutes will be allowed personal leave at one time. *(Revised 2014-15)*
3. Personal leave may not be taken during the first ten (10) or the last five (5) student days of school.
4. Personal leave may not be taken on parent/teacher conference days.

The Superintendent, or designee, at his/her discretion, may waive the above restrictions per the conditions listed below. If a teacher seeks a waiver of one of the restrictions, the teacher must submit an application for personal leave along with a statement indicating the reason for the absence. (Immediate family members include: spouse, parents, children, brothers, sisters or any individual whose relation is sufficiently close to stand in place of any of the above.)

- Graduation or wedding of self or immediate family member, defense of dissertation, or written comprehensive examination for advanced degree.
- Participation of self or immediate family member in a state/national competition.
- An immediate family member's participation in a school-related field trip or program.
- Any other once in a lifetime or extraordinary circumstances or events.

Ten (10) personal leave days will be awarded to the teacher who has accumulated 90 days of leave time as of July 1. When a teacher who has accumulated 90 days of leave time and elects to use this time, the first day used will not be deducted from accumulated sick/emergency leave.

Teachers with a contract in excess of that found in IV, B will be given 11 days of sick leave if their contract is in excess of 200 days and 12 days per year if their contract is for 220 days per year. To qualify for the additional sick leave, the contract must call for a daily rate.

#### **J. Sick and Emergency Leave Pool**

Initiation of Pool: A minimum of 50 days in the pool is required in order for the Sick and Emergency Leave Pool to begin accepting applications from members. If minimum days are not reached, donated days are retained in the pool for the following year.

Purpose: The purpose of this Sick and Emergency Leave Pool is to provide additional, short-term leave assistance for certified teachers who have exhausted all accumulated leave and are experiencing catastrophic situations or emergency or long-term illnesses.

Member Classifications: Members may only be certified teachers of USD 409.

New Member – This is the initial membership for the employee into the Sick and Emergency Leave Pool. A New Member will change to a Continuing Member after one (1) continuous year of membership.

Returning Member – This employee was previously participating in the Sick and Emergency Leave pool either as a New Member or Continuing Member but terminated

membership in the past and is rejoining in the current year. A Returning Member will change to a Continuing Member after one (1) continuous year of membership.

Continuing Member – This employee has continuously been in the Sick and Emergency Leave Pool for more than one (1) school year. This employee was previously a New or Returning member in years past. After more than one (1) year of continuous membership in the Sick and Emergency Leave Pool, a New or Returning Member moves to Continuing Member until they terminate enrollment.

Terminate Membership – If a member chooses to terminate membership in the pool, he/she must complete the required form (see Exhibit J) by September 1. If rejoining after terminating membership, the employee will begin as a Returning Employee for the first year back in the Sick and Emergency Leave Pool.

Donating Days: **New** and **Returning** Members must complete the required form (see Exhibit J) and return it to the Business Office by September 1 to join the Sick and Emergency Leave Pool for the current school year. By completing the required form, this authorizes the Business Department to allocate one (1) day of sick leave to the Sick and Emergency Leave Pool. This day will be reflected on the September 25 paycheck. By September 15, the Business Department will review the previous balance of the Sick and Emergency Leave Pool and add the New and Returning Members required day to the balance. If the combined balance is less than 100 days, then the Business Department will allocate one (1) sick day from each **Continuing Member**. If the balance is 100 days or greater, no days will be deducted from Continuing Members for that school year.

- Teachers working less than full-time but at least half-time may join and participate in the pool on a pro-rated basis.
- Certified teachers hired after September 1 of a current school year may participate in the pool if the required form (Exhibit J) is completed and returned to the Business Department within 30 days of hire date.
- Only teachers of USD 409 who have contributed to the Sick and Emergency Leave Pool may make application for leave days.
- If a member chooses to terminate membership in the pool, he/she must complete the required form (see Exhibit J) and return to the Business Office by September 1.
- Days donated become the property of the Sick and Emergency Leave Pool.

Applications: Application for leave days from Sick and Emergency Leave Pool will be made after a contributor's accumulated leave is depleted. The application must be made in writing and submitted to the superintendent, the Atchison NEA President, and to the building principal (see Exhibit K).

The teacher may request up to ten (10) days of leave from the pool at his/her daily rate in any one school year.

Committee: Five (5) persons will serve as the Sick and Emergency Leave Pool committee. Three (3) persons (the superintendent's designee, a board member, and a teacher appointed by the president of the Atchison NEA) will serve as permanent committee members for the year.

At the time an application is received, a teacher from the applicant's building selected by

the three (3) members of the committee and the principal from the applicant's building shall make up the additional two (2) members of the committee. (Both teachers must be members of the Sick and Emergency Leave Pool.)

Each committee member is allotted one vote. A majority of three is needed to make a determination. The application is dropped if the (3) votes are not obtained. A record of the application, the names of the committee members, and the final decision (approved for specific number of days OR not approved) must be kept on file at the Board of Education office. (Voting records and committee discussion is confidential.)

The committee may require any documentation deemed necessary under the circumstances to substantiate a request to receive days from the pool.

The committee will send the member written notification of the decision within one week. The committee will also send written notification to the Employees' Benefits Coordinator for USD 409 for all approved sick leave pool days.

Records: On or before September 15, the district shall provide the ANEA President with an accounting of the Sick and Emergency Leave Pool for the last year. This accounting should include the balance of the leave days remaining in the pool, the number of the days used, if any, and the names of the teacher or teachers who used days. The ANEA President should receive a written accounting of accumulated sick leave pool days at the beginning (by September 30) of each contract year, including names of contributors. *(Adopted: 2011-12; Revised 2014-15)*

**K. Professional Leave**

A teacher may be excused for a professional related activity which prevents him/her from fulfilling contractual obligation. If the professional related activity is not primarily dedicated to the improvement of the educational process or curriculum, but if absence of the teacher is approved by the building administrator, leave may be granted providing the organization requesting the instructor's time agrees to and pays the substitute teacher's fee to the Board. However, the superintendent retains the right to make the final determination on all leave requests.

**L. Sick and Emergency Leave in Advance**

Teachers under contract at the beginning of the school year and employed for eleven months or less may use sick and emergency leave not to exceed ten (10) days in advance of its accumulation in any given year and will be paid in full if the teacher completes a sufficient part of the year to cover the sick and emergency leave used. If employment is terminated before the used leave is accumulated, it will be deducted from the amount due the teacher. At no time, however, will a teacher be paid more than they have accrued based upon their daily rate of pay.

**M. Jury Duty**

Teachers asked to serve on jury duty shall be paid in full. The amount earned by jury duty shall be turned in to the Board of Education. No leave time will be charged the teacher for jury duty.

**N. Extended Leaves of Absence**

A maximum of one year leave of absence without pay, may be granted for reasons of future education or personal, family (spouse or children) health. Such leaves of absence shall be construed as extended leaves and applied for in writing.

The granting of such a leave of absence by the Board shall be in writing, and in granting such a leave the Board signified its intention to re-employ the teacher at the end of the leave providing the following conditions have been met:

1. The request by the teacher was submitted, in writing, on or before May 10 prior to the school year for which leave is being requested.
2. The Board was successful in its attempt to hire a temporary replacement by the time the request for leave had to be acted upon.
3. At the end of the leave the teacher complied with all requirements for his continued employment.
4. Any teacher on leave of absence must inform the district of their intent to return or not return to employment for the following year by February 1.
5. Any request for leave instituted after May 10 will be considered by the Board only in emergency situations, as determined by the Board.

**O. Teacher Discipline Procedure**

1. General provisions:
  - a. The Association recognizes the right of the Board to discipline its teachers.
  - b. No teacher will be disciplined without cause.
  - c. No disciplinary action is to be taken in front of students, parents and/or co-workers. However, teachers are entitled to bring a designated representative of the teacher's association or another USD 409 certified colleague to any meeting, including those that may result in disciplinary action.
  - d. Progressive discipline will be used.
  - e. Information concerning proposed disciplinary actions is privileged information. The teacher may divulge such information for the purpose of consulting with or obtaining representation from the Association.
  - f. Measures such as assignment to non-professional tasks or disapproval of leave requests will not be used as disciplinary measures.
  - g. Appropriate and objective investigation will occur prior to any discipline. No discipline shall be imposed based on an anonymous complaint except for law enforcement or school safety hotlines.
  - h. If the behavior resulting in the disciplinary action reoccurs, the disciplinary action placed in the teacher's personnel file shall be retained permanently. If the behavior does not reoccur for three (3) years, the documentation shall be removed by the superintendent or superintendent's designee upon request from the teacher.

2. Any complaints regarding a teacher reflecting concern about his/her performance made by any parent, student or other person that is deemed serious enough to be reduced to writing and either placed in the teacher's file and/or used in an evaluation, reprimand, or any other action, shall be promptly called to the teacher's attention and the teacher shall receive a copy of said complaint.
3. It is agreed by both parties that informal disciplinary actions are the first steps taken in constructive discipline and are to be taken by administrators in situations of a minor nature involving violation of a rule, regulation, or safety practice. Situations of a minor nature shall be handled through the informal process.
  - a. Informal: Oral admonitions and warnings or written letters of warning, caution or requirements may be taken by administrators on their own initiative. Written statements included in this category may be included in a teacher's personnel file with notice given to the teacher.
  - b. Formal: Formal disciplinary actions, such as plans of assistance, written reprimands or suspension, may be used only for more serious offenses or when informal disciplinary actions have not corrected unacceptable patterns of behavior as determined by the administrator. Within a ten (10) working day period following the administrator's awareness of a teacher's actions that warrant formal discipline, one of the following actions may be taken.
    - 1) The administrator will hold a conference with the teacher. Notes of the conference will be prepared and all parties attending the conference will sign the prepared notes. Signature indicates review of the notes, not necessarily agreement. The teacher will be provided with a copy of the signed notes. A copy will be included in the teacher's personnel file with notice given to the teacher.
    - 2) The administrator will hold a conference with the teacher and inform the teacher of the proposed discipline. If a letter of reprimand is included, the teacher shall have ten (10) working days from the receipt of the administrator's formal letter of reprimand to file a written response.
    - 3) The superintendent may suspend the teacher with pay until such time as the Board has reviewed the matter and determined to continue the suspension with pay, remove the suspension and return the teacher to duty, or give notice of the Board's intent to terminate or non-renew the teacher's contract. The Board shall review the matter and make a decision within five (5) working days of the next scheduled Board meeting.
    - 4) The superintendent may recommend suspension without pay, non-renewal or termination of the teacher to the Board and suspend the teacher with pay until such time as the Board acts upon the recommendation. If the Board takes action to non-renew or terminate, the teacher will be informed of due process rights according to Kansas law. The Board shall review the matter and make a decision within five (5) working days of the next scheduled Board meeting.

- 5) The teacher may grieve a failure to follow these procedures; however, the discipline imposed shall not be subject to grievance.
- 6) In the event that discipline is imposed and the charges/accusations that led to the discipline are found to be false, all records of said discipline shall be removed from the teacher's file and any action taken due to the incident shall be reversed.

**P. Non-renewal or Termination**

1. For the first five (5) years of professional employment with the district, Professional Employees are considered probationary and may be non-renewed prior to the statutory deadline for any reason. Starting in year six (6) of teaching with the district, Professional Employees shall have earned non-probationary status.
2. Non-probationary Professional Employees may be non-renewed for good cause. 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 task of building up and maintaining an efficient school system. If the non-renewal is based on other reasons, including disciplinary factors or reduction in force, those separate procedures as outlined in the Negotiated Agreement shall be followed prior to the non-renewal or termination.
3. A Professional Employee who is non-renewed shall be notified by certified mail and/or hand delivery prior to the statutory continuing contract date. If the Professional Employee is non-probationary, the notification shall include the reasons for the non-renewal. Upon receipt of notice of non-renewal, the non-probationary Professional Employee will have ten (10) workdays from the receipt of the notice to file a written request for a hearing with the clerk of the board. *Revised 2016-17)*
4. If the non-probationary Professional Employee requests a hearing, the parties shall, within seven (7) work days, select a mutually agreeable hearing officer. If that is not possible, the hearing officer shall be selected by alternately striking names from either the KSDE list or the American Arbitration Association (AAA) list.
5. The hearing shall afford procedural due process which shall include the following:
  - a. the right of each party to have counsel of the party's own choice present and to receive the advice of counsel or other person whom the party may select;
  - b. the right of each party or such party's counsel to cross-examine any person who provides information for the consideration of the hearing officer, except those persons whose testimony is presented by affidavit;
  - c. the right of each party to present such party's own witnesses in person, or their testimony by affidavit or deposition, except that testimony of a witness by affidavit may be presented only if such witness lives more than 100 miles from the district office of USD 409 in Atchison, Kansas, or is absent from the state, or is unable to appear because of age, illness, infirmity or imprisonment. When testimony is presented by affidavit the same shall be served upon the clerk of the board and upon the non-probationary Professional Employee in person or by first-class mail to the address of the non-probationary Professional Employee



which is on file with the board not less than ten (10) calendar days prior to presentation to the hearing officer;

- d. the right of the non-probationary Professional Employee to testify in the employee's own behalf and give reasons for the employee's conduct, and the right of the board to present its testimony through such persons as the board may call to testify in its behalf and to give reasons for its actions, rulings or policies;
- e. the right of the parties to have an orderly hearing;
- f. the right of the non-probationary Professional Employee to a fair and impartial hearing officer recommendation based on substantial evidence; and
- g. the hearing officer recommendation shall be provided to each party within fourteen (14) calendar days of the completion of the hearing.

5.1 The hearing officer may:

- a. issue subpoenas for the attendance and testimony of witnesses and the production of books, papers and documents relating to any matter under investigation;
- b. authorize depositions to be taken;
- c. administer oaths;
- d. receive evidence and limit lines of questioning and testimony which are repetitive;
- e. call and examines witnesses and introduce into the record documentary and other evidence;
- f. regulate the course of the hearing and dispose of procedural requests, motions and similar matters; and
- g. take any other action necessary to make the hearing accord with administrative due process.

6. Hearings shall not be bound by rules of evidence whether statutory, common law or adopted by the rules of court. The burden of proof shall initially rest upon the board in all instances other than when the allegation is that the non-probationary Professional Employee's contract has been terminated or non-renewed by reason of the non-probationary Professional Employee having exercised a constitutional right. All relevant evidence shall be admissible, except that the hearing officer, in the hearing officer's discretion, may exclude any evidence if the hearing officer believes that the probative value of such evidence is substantially outweighed by the fact that its admission will necessitate undue consumption of time.

7. 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 hearing officer recommendation is not binding upon the board.  
(Revised 2016-17)

8. After receiving the recommendation of the hearing officer, the Board of Education shall determine the matter.
9. The non-probationary Professional Employee shall pay for his/her expenses, including any witnesses and/or 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.

(Adopted: 2015-16)

## **V. Teachers Benefits**

### **A. Workers' Compensation**

The district will participate in workers' compensation as required by current statute. The combined workers' compensation benefits and salary received under allowed sick leave shall not exceed one full day's pay. A teacher using sick leave in combination with workers' compensation will be charged one-third day (1/3) sick leave.

Any teacher who is off work and drawing workers' compensation shall be required to provide the clerk of the board with a written doctor's release before the teacher is allowed to return to work. In addition, should the teacher be released to return to work by a doctor and fail to do so, all sick leave benefits shall be ended and those benefits under workers' compensation shall be restricted as provided by current statute.

### **B. State Retirement Participation**

The Board shall participate in the Kansas Public Employees Retirement System in accordance with K.S.A. 74-4931 et seq.

### **C. Internal Revenue Service Section 125 Plan**

The Board shall establish an Internal Revenue Section 125 Salary Reduction Plan from which teachers may select Board approved options. The teacher must complete the proper forms for the coverage selected. All forms are to be returned to the payroll department by the specified date or coverage may not be available.

A district-wide committee (see Article II, H) shall provide input to the Board in the selection of Section 125 providers and the benefits to be provided. (Revised: 2011-12)

The Section 125 selections cannot be changed for one year except when there is a change of family status (marriage, divorce, death of a spouse or child, birth or adoption of a child, change of employment of a spouse, or any other qualifying event per the district's insurance policies or the Affordable Care Act (ACA) provisions).

(Revised: 2014-15)

### **D. Holidays**

The Board of Education will guarantee the following holidays that are scheduled on the school calendar: 1) Labor Day, 2) Wednesday before Thanksgiving, Thanksgiving Day, and the Friday following Thanksgiving, 3) December 23 when it falls on a Monday, 4) Christmas Day, 5) New Year's Day, 6) President's Day, 7) Good Friday, and 8) Memorial Day.

## **E. Payroll Deductions/Set-up**

All payroll deductions must be authorized in writing and specific deadlines and procedures be followed in allowing payroll deductions for all teachers.

### **1. The Recognized Teacher Association Dues**

Payroll deductions for Association dues shall be a full year deduction.

A teacher wishing to continue their membership for the succeeding year shall do so by completing the payroll deduction form or some other form of payment by September 1 of any school year. Teachers may join at any point in the school year by filling out the proper paperwork for membership and payment and turning it into the Association membership chairperson. Payroll deductions will begin the month all paperwork is turned in to the Association membership chair. Deductions will be in equal payments and will continue through the rest of the payroll year. The Association membership chairperson will notify in writing the business office of any membership changes throughout the school year.

The Association shall clear the form to be used for deductions to ensure its legality and to clarify its use with the business office. The authorization statements will be in the hands of the payroll clerk 15 days before the payroll date. *(Revised: 2014-15)*

### **2. Tax Sheltered Annuities**

Procedures for requesting a contract for tax sheltered annuities will be in compliance with Kansas Statutes. The date for notifying the payroll clerk of intention to enter such a contract is 15 days before the payroll date.

No new companies will be authorized for tax shelter annuities unless a minimum of five (5) teachers request that the company be added to the Board's list of eligible companies, that they take out an annuity from that company, and the company agrees to the provisions of the District's third party administrator. If a teacher wants a second annuity, it must be purchased from one of the previously approved companies.

### **3. United Way**

United Way deductions will be in equal amounts each month and deductions will be in consecutive months. They may not extend beyond the teacher's contract year.

### **4. Health Insurance**

Deductions for medical insurance premiums will be allowed anytime as per the agreement with the insurance company. The teacher must contact the payroll clerk for information to secure health insurance deductions.

### **5. Salary Protection Plans**

Approved salary protection plans may be started only at the time of hire or during the annual open enrollment period.

### **6. New Payroll Deduction Vendors**

New payroll deduction vendors may be added if a minimum of five (5) employees participate. A payroll deduction form and timeline must be approved by the

business office, payroll vendor, and superintendent. New payroll deduction vendors can be added each school year. *(Adopted: 2015-16)*

**7. Deduction Authorization/Cancellation/Changes** *(Revised: 2014-15)*

Since teachers must authorize payroll deductions, they may also stop such deductions at anytime as long as notice in writing is given 15 days before the payroll date and meets the guidelines referenced in Article V, Section C, if applicable. Payroll deductions not subject to Article V, Section C, may be cancelled or changed at anytime as long as notice in writing is given 15 days before the payroll date and the authorization form allows such cancellation/change.

**8. Required Withholdings**

The district will withhold all taxes, money for pension, garnishments, or other items as required by law. The teacher must assume the responsibility of providing the payroll clerk the necessary information as required by law for the required deductions.

**VI. The attached salary schedule is adopted to determine the total salaries of each teacher under contract to the Board of Education.**

**A. Salary Schedule, 2016-2017 – Exhibit C.**

1. Credit for Prior Experience: A teacher with prior experience may be placed on the salary schedule on a step so as to give credit for that experience.
2. Teachers who have completed work in college courses that qualify them for additional income on the salary schedule must submit an official transcript, or an official letter from the university pending receipt of the official transcript, to the district office prior to the preparation of the first payroll in September. This deadline is fifteen days prior to the September payroll, or approximately September 10. A teacher may also make application for this benefit prior to the January payroll and receive one-half of the above indicated income. The deadline for the one-half year benefit is fifteen days prior to the January payroll, or approximately January 10. Only graduate courses shall qualify for advancement on the salary schedule. Extenuating circumstances related to receiving credit for a non-graduate course must be reviewed and approved by the Superintendent prior to enrollment in the class. *(Revised: 2014-15)*
3. Any non-degreed vocational personnel shall be placed at the Bachelor's level on the salary schedule. Current teachers will remain at their present placement on the salary schedule until they qualify for advancement by experience or additional study.
4. Half-time teachers (.5) will move one whole step on the salary schedule for each year taught.

**B. Supplemental Payments:** Supplemental payments will be made to teachers accepting certain special assignments in addition to the standard teaching duties according to Exhibit D.

**C. Other Extra Duty Payments:** Extra duty payments will be made to teachers accepting certain special assignments in addition to the standard teaching duties according to Exhibit E.  
Teachers who accept and perform this duty will be paid in October, January, April and June.

**D. Supplemental Appeal Process**

Teachers wishing to add supplemental positions or amend salary of a current supplemental position may petition such changes by:

1. Submit a Supplemental Salary Proposal Form to the building administrator on or before March 1.
2. The building administrator will review the proposal with the petitioner within five (5) working days.
3. Upon agreement, the building administrator will recommend the petition to the Superintendent within five (5) working days.
4. If no agreement is reached between the building administrator and petitioner, each will present a position paper to the Superintendent within five (5) working days.
5. Any decision to deny rests with the Superintendent of Schools. The Superintendent will make recommendations to the Board of Education for approval.

Administration wishing to delete supplemental positions or amend salary of a current supplemental position may initiate such changes by:

1. Submit a Supplemental Position Reduction/Removal Form to the current contract holder on or before March 1.
2. Current contract holder may respond in writing within five (5) working days.
3. Upon agreement, the building administrator will recommend the change to the Superintendent within five (5) working days.
4. If no agreement is reached between the building administrator and contract holder, each will present a position paper to the Superintendent within five (5) working days.
5. Any decision to deny rests with the Superintendent of Schools. The Superintendent will make recommendations to the Board of Education for approval.

**Definition of Terms**

**1. Hours**

**a. Student Contact:** The number of hours required to fulfill the responsibilities of the supplemental position. This is to include those hours when the supervisor/coach is in direct contact with students on a regular basis and includes practice time, dressing time, performance time, and travel time.

**b. Administrative:** The number of hours required to:

- plan/schedule events or practices.
- inventory, maintain, and requisition equipment directly related to the activity.
- collect and distribute student funds pertaining directly to the activity.

## 2. Load

- Number of Students:** The average number of student participants involved during the midpoint of the sport or activity season. For those activities where head coach or sponsor has assistants, the total number of students will be divided by the total number of assistants plus the head coach.
- Number of Events:** The number of planned events. For those activities where a head coach or sponsor has assistants, the full number of events will be claimed by the head coach or sponsor.

## 3. Community Visibility

Record the number of events in the appropriate categories.

- In-school Function:** Those events occurring outside the regular school day but within the school district facilities and involving only school district students and personnel.
- Local Performance:** Those events involving school district students in community performance.
- Inter-scholastic Performance/Competition:** Those events involving school district students in Inter-scholastic events in or out of the district.
- Regional Performance/Competition:** Those events involving school district students in KSHSAA sanctioned regional or state competitions.
- State/National Performance/Competition:** Those events involving school district students in national performance or competition.

## E. Student Teaching Program

Teachers may volunteer to supervise student teachers for practice teaching experiences. Colleges paying for such services will make payment to the Clerk of the Board of Education. The money received by the Board will be paid to the teacher, less required withholdings, on the next scheduled payroll.

## F. Pay For Extra Substitute Work

If a substitute cannot be found for a teacher who is absent, the teacher asked to fill this vacancy will be paid at the rate of \$20.00 per hour. The Board of Education will make every reasonable effort to find a substitute. If a substitute is not available, the principal may, in an emergency, assign a teacher with planning time to substitute.

## G. Committee Pay

Teachers who serve on district or building committees that meet outside of the teacher's duty day will be compensated at \$20.00 per hour. Committees must be official (set up by administration) and will require an agenda and minutes for each meeting. Teachers will fill out a time sheet and submit it to the building principal for approval by the 1<sup>st</sup> day of October, January, April and June. Committee pay will be paid in October,

January, April and June. This will exclude meetings that are required as part of a supplemental contract. (Revised: 2012-13)

**H. Pay for Summer Workshops and Summer Trainings**

Teachers required by administration to attend summer workshops, trainings, and inservices will be compensated at a rate of \$22.50 per hour (includes lunch only if a full-day workshop) not to exceed \$180 per day. (Adopted: 2012-13)

**I. Hourly Pay for Instruction**

Teachers paid by the hour for instruction will be paid the hourly rates as listed. Time sheets will be required when the hourly rate is the method of pay. Listed rates will be increased by the same percentage as the base salary. The rates of pay are as follows:

	<u>2016-2017</u>
Driver Education .....	\$27.57
Homebound Instruction .....	\$27.57
At-Risk Extended Day Programs.....	\$27.57
Adult Education, non-vocational .....	\$27.57
Adult Education, vocational.....	\$30.00
Summer School .....	Daily Rate

Vocational Adult Education is defined as the vocational programs approved and reimbursed by the Kansas State Department of Education.

**J. Method of Pay**

1. Full-time teachers will be paid by check or direct deposit each month, one-twelfth of the annual salary, less withholding, social security, taxes, retirement, and other specifically authorized deductions. The yearly pay for beginning teachers will be divided by 13. The first payment is to be paid at the August pay period. The remaining 12 payments are to be made at the normal pay dates, September through August.
2. Lump Sum Payments: If a teacher is entitled to a lump sum payment and wishes to change the method of summer payment on file with the Board, Kansas statutes will be followed. Those statutes state that a teacher must make such a request for a change by April 1 each year or payment will be the same as the previous year's contract.

**K. Fringe Benefit Payments**

The Board of Education shall establish and maintain a group health insurance plan for U.S.D. 409 teachers covered by this Agreement. The Board of Education shall pay an amount of \$412.99 per month toward the purchase of a single health insurance membership for each teacher, according to eligibility under ACA and per the terms of the health insurance carrier, toward the monthly premium for a single health insurance policy. If the premium for the single health insurance membership is less than \$412.99, the difference shall be deposited into the employee's HSA/FSA account based on eligibility requirements. As long as the Board of Education pays 100% of the full single health insurance premium, participation in the district's group health insurance plan shall be required of all teachers. However, if the current health insurance carrier allows a waiver of participation in the health insurance policy, then a USD 409 teacher may

elect not to participate in the health insurance policy provided by the District, in accordance with the terms of the health insurance policy. In the event that the health insurance policy in place with USD 409 requires a minimum participation, then the requests for waivers of participation will be granted on a first-come first-serve basis. *(Revised: 2014-15)*

The Health Insurance Task Force, a district-wide committee (see Article II, H), shall provide input to the Board in the selection of the health insurance carrier and the benefits to be provided.

The health insurance contribution by the Board of Education shall be a “defined benefit” to be used toward the purchase of the district health insurance plan.

A teacher retiring through KPERS has the option to continue health insurance coverage through the district’s health insurance program to age 65. If a retiring teacher accepts another position that provides health insurance coverage, their enrollment in the U.S.D. 409 health insurance plan would be discontinued at the first eligible opportunity to obtain coverage with the new position.

This plan will be in effect as long as the duration of the agreement unless an agency of the government declares it invalid. In the event of a health insurance refund, the money will be retained by the Board and distributed to each subscriber that was enrolled during the year of the refund and still enrolled in the health insurance plan at the time of the refund. The money will be distributed in the ratio of the Single health insurance rate to the Family health insurance rate to the individual with the Single policy and to the individual with the Family policy; i.e.:  $\text{Ratio} = \frac{\text{Single Rate}}{\text{Family Rate}}$ . In the event a person changes from Single to Family or Family to Single during the period of the refund, the rate reduction will be calculated at the lower rate. This refund will be taxed as required by the Internal Revenue Service.

*(Revised: 2011-12)*

**L. Pay for Unused Sick Leave**

Teachers hired prior to the 2016-2017 school year who have accumulated unused sick leave and are retiring will be paid at their base salary daily rate for accumulated leave. Days donated to the sick leave pool are not part of accumulated leave. Teachers hired after the 2015-2016 school year who have accumulated unused sick leave and are retiring will be paid 75% of their base salary daily rate for accumulated leave. A retiring teacher must inform the Board in writing of his/her plan to retire by February 1 of the last academic school year in which he/she teaches. If retiring after that date, the teacher will receive twenty dollars per day rate for accumulated leave. *(Revised: 2015-16, 2016-17)*

A person is defined to be retiring when leaving the employment of U.S.D. 409 and is applying for and receiving retirement benefits from KPERS. The benefits will be with the June payroll after completion of the last school year before retirement.

*(Revised: 2011-12)*

**M. National Board Certification**

Teachers receiving National Board Certification shall receive an annual stipend of \$1,500 as long as the certificate remains current. The Board agrees to act as a conduit for any payments provided by the State of Kansas to teachers obtaining National Board



Certification less appropriate withholdings as required by law or pursuant to written authorization of the teacher.

**VII. Concept of Merit Pay**

The criterion to draw merit pay will be attendance. Pay for this type of merit will be established after a teacher has accumulated 90 days of leave time. Payment will be based upon the days accumulated in excess of 90. As one can only accumulate 90 days of sick or emergency leave, any days over 90 will be paid at sixty-five (65) percent of the daily rate of the beginning teacher's salary; i.e., if a person has 87 days accumulated sick and emergency leave at the end of the school year, the additional ten (10) days would make 97 days. Therefore, his/her contract for the school year would include merit pay of seven (7) days multiplied by 65 percent of the daily rate of a beginning teacher. The payment will be in November for the merit pay earned in the previous school year. *(Revised: 2014-15)*

**VIII. Release from Contract**

Any teacher, under contract, including a continuing contract, with the Board of Education, who requests a release from that contract after the State statute date of the year preceding the contract year, shall be subject to liquidated damages if the request is granted. The said damages shall be as follows:

State Statute Date to June 15 .....	\$ 600.00
June 16 to July 15 .....	1,200.00
July 16 to August 1 .....	1,800.00
August 1 and after .....	3,600.00

The maximum amount shall apply to all release requests during the school year. Damages shall be determined according to the date the request is received by the Board office. A check or money order for the amount of the damages, or written permission to deduct that amount from money still due the teacher, must accompany the release request before it will be considered. The Board of Education is not bound to grant such a release. Also, the Board may grant the release without assessing the damages for hardship cases. This section does not waive any of the rights and duties of the teacher or the Board of Education under K.S.A. 72-5410 through 72-5412.

**IX. Scheduling**

It is recognized that the Board of Education has the authority to change the schedule at any school in the district. Before a change from the existing schedule lasting one school year or longer is approved, a study involving a building-wide committee (see Article II, H) at the school where the change is proposed shall be conducted. *(Revised: 2011-12)*

**X. The following exhibits are attached hereto and made a part hereof by reference:**

- a. Exhibit A, form to be used in grievance procedures
- b. Exhibit B, form to be used in application for personal leave
- c. Exhibit C, Salary Schedule for 2014-15
- d. Exhibit D, Supplemental Salary Schedule
- e. Exhibit E, Extra Duty Salary Schedule
- f. Exhibit F, Supplemental Salary Proposal Form
- g. Exhibit G, Supplemental Position Reduction/Removal Form
- h. Exhibit H, Professional/Non-Student Activity Form
- i. Exhibit I, Flex Day Documentation
- j. Exhibit J, Application to Participate In or Withdraw from the Sick & Emergency Leave Pool



## STATEMENT OF GRIEVANCE

Date \_\_\_\_\_ Grievant \_\_\_\_\_

Administrator to receive this copy \_\_\_\_\_

Teacher(s) involved in Grievance \_\_\_\_\_

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

Facts giving rise to Grievance \_\_\_\_\_

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

Provision(s) of Agreement/Written Board Policy Violated \_\_\_\_\_

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

Contention of teacher(s) and relief requested \_\_\_\_\_

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

Signature of Grievant \_\_\_\_\_

Administrator receiving copy \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A**

**APPLICATION FOR PERSONAL LEAVE**

Name: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Circle One: AES-P AES-I AMS AHS ALT Other \_\_\_\_\_

Date(s) Requested: 1) \_\_\_\_\_  Full Day  Half-day (a.m.)  Half-day (p.m.)

2) \_\_\_\_\_  Full Day  Half-day (a.m.)  Half-day (p.m.)

3) \_\_\_\_\_  Full Day  Half-day (a.m.)  Half-day (p.m.)

4) \_\_\_\_\_  Full Day  Half-day (a.m.)  Half-day (p.m.)

5) \_\_\_\_\_  Full Day  Half-day (a.m.)  Half-day (p.m.)

For the purpose of assigning a substitute, please indicate time of absence if requesting 1/2-day leave:

\_\_\_\_\_ a.m. or \_\_\_\_\_ p.m.

Total Days Absent:

Signature of Applicant: \_\_\_\_\_

Date/Time Received by the Payroll Clerk: \_\_\_\_\_ a.m./p.m.

Eligible

Not Eligible

Signature of Payroll Clerk: \_\_\_\_\_

Approved

Not Approved

Signature of Superintendent: \_\_\_\_\_

Reason if disapproved by the Superintendent: \_\_\_\_\_

\_\_\_\_\_

Substitute Assigned \_\_\_\_\_

See Negotiated Agreement (Article IV) for policy on personal leave.

## USD 409 2016-2017 Salary Schedule

<b>STEP</b>	<b>BA</b>	<b>BS+15</b>	<b>Master's</b>	<b>MS+15</b>	<b>MS+30/Sp</b>	<b>Doctorate</b>
1	\$34,880	\$35,380	\$36,385	\$36,890	\$37,445	\$37,945
2	\$35,280	\$35,835	\$37,090	\$37,595	\$38,145	\$38,650
3	\$35,785	\$36,335	\$37,895	\$38,400	\$38,950	\$39,455
4	\$36,385	\$36,940	\$38,850	\$39,355	\$39,905	\$40,410
5	\$36,990	\$37,545	\$39,805	\$40,310	\$40,860	\$41,365
6	\$37,595	\$38,145	\$40,760	\$41,265	\$41,815	\$42,320
7	\$38,195	\$38,850	\$41,715	\$42,220	\$42,770	\$43,275
8	\$38,900	\$39,555	\$42,670	\$43,175	\$43,725	\$44,230
9	\$39,605	\$40,155	\$43,625	\$44,130	\$44,680	\$45,185
10	\$40,510	\$41,160	\$44,530	\$44,830	\$45,435	\$45,990
11			\$45,235	\$45,535	\$46,140	\$46,690
12			\$45,935	\$46,240	\$46,840	\$47,395
13			\$46,640	\$46,945	\$47,545	\$48,100
14			\$47,345	\$47,645	\$48,250	\$48,800
15			\$48,050	\$48,350	\$48,955	\$49,505
16			\$48,750	\$49,055	\$49,455	\$50,010
17			\$49,555	\$50,060	\$50,360	\$50,915
18			\$50,460	\$50,710	\$50,965	\$51,820
19			\$51,365	\$51,615	\$51,870	\$52,725

Employees previously at Step 10 on BA and BS+15 will be paid an additional 1% of the base salary (BA Step 1).

Employees previously at Step 19 on Master's, MS+15, MS+30/Sp, and Doctorate will be paid an additional 2% of the base salary (BA Step 1).

**SUPPLEMENTAL PAYMENTS**

**\$34,880 – 2016-2017**

**Group A .14** ..... **\$4,883**

- Activities Director
- Varsity Football
- Varsity Basketball
- Varsity Wrestling
- Varsity Baseball
- Varsity Softball
- School Improvement Chair, AHS, AMS, AES, ALT

**Group B .11** ..... **\$3,837**

- Varsity Track
- Varsity Volleyball
- Varsity Soccer

**Group C .08** ..... **\$2,790**

- Varsity Cross Country
- Assistant Varsity Football
- Assistant Varsity Basketball
- Assistant Varsity Volleyball
- Assistant Varsity Wrestling
- Assistant Varsity Track
- Assistant Varsity Baseball
- Assistant Varsity Softball
- Assistant Varsity Soccer
- Ninth Grade Head Football
- Ninth Grade Head Basketball
- Ninth Grade Head Volleyball
- Strengthening/Conditioning Coordinator (12 mo.), AHS
- Dramatics, AHS
- Debate, AHS (one semester)
- Forensics, AHS (one semester)
- SIT Chair, AHS, AMS, AES, ALT
- PBS Coordinator, AMS, AHS

**Group D .07** ..... **\$2,442**

- Varsity Golf
- Varsity Tennis
- Middle School Head Football
- Middle School Head Basketball
- Middle School Head Volleyball
- Middle School Head Wrestling
- Middle School Head Track
- Stagecraft, AHS
- Yearbook, AHS
- District Web Master
- Public Access Channel Station Manager
- Bowling, AHS

<b>Group E .06</b> .....	<b>\$2,093</b>
Middle School Assistant Track	
Middle School Assistant Wrestling	
Middle School Assistant Volleyball	
Middle School Assistant Football	
Middle School Assistant Basketball	
Varsity Cheerleader Sponsor	
Assistant Varsity Tennis	
Assistant Bowling	
<b>Group F .05</b> .....	<b>\$1,744</b>
Vocal Music Director, AHS	
Instrumental Music Director, AHS	
Scholars' Bowl Coach, AHS	
Drumline Coordinator, AHS	
Gen Y, AMS (per semester)	
Newspaper, AHS	
<b>Group G .04</b> .....	<b>\$1,395</b>
Dance Team Sponsor, AHS	
Spirit Group Sponsor, AHS	
Debate Assistant, AHS (one semester)	
Forensics Assistant, AHS (one semester)	
Distributive Education Director, AHS	
Department Heads, AHS/AES	
Team Leaders, AMS	
Co-Chair Home Room Program (HIP), AHS	
Drama, AMS	
Student Council Sponsor, AMS	
Inside-Out Players, AMS	
Varsity Golf Assistant	
Varsity Cheerleader Assistant Sponsor	
KAYS, AMS	
Gentlemen's Club, AHS	
Ladies' Club, AHS	
<b>Group H .03</b> .....	<b>\$1,046</b>
Fall Spirit Girls Sponsor, AMS	
Winter Spirit Girls Sponsor, AMS	
Vocal Music Director, AMS	
Instrumental Music Director, AMS	
Atchison Aviators Director, AES	
Atchison Wings Director, AES	
Junior Class Sponsor, AHS	
Homebase Coordinator, AMS	
Homebase Intramural Director, AMS	
Memory Book, AMS	
Student Council Sponsor, AHS, AES	
Science Olympiad Coach, AMS	
Honor Choir, AMS	

**Group H (continued) .03** ..... \$1,046  
 Pep Band Director, AHS  
 Jazz Band Director, AHS  
 Performance Choir, AHS  
 Lunch of Champions, AHS  
 Marching Band, AHS  
 Vocal Music Performances, AES

**Group I .02** ..... \$ 698  
 Assistant Fall Spirit Girls Sponsor, AMS  
 Assistant Winter Spirit Girls Sponsor, AMS  
 Major Clubs, AHS  
 Musical Drama, Assistant Director, AHS (per musical, up to 2 musicals a year)  
*(Added Clarification on Musical Drama: 2013-14)*  
 Senior Class Sponsor, AHS  
 Sophomore Class Sponsor, AHS  
 Freshman Class Sponsor, AHS  
 Atchison Aviators Accompanist, AES  
 Atchison Wings Accompanist, AES  
 Science Olympiad Asst. Coach, AMS  
 Assistant Color Guard, AHS  
 Spelling Bee Sponsor, AMS, AES  
 SADD Sponsor, AHS  
 Assistant Band Director, AHS  
 Pre-School Department Head, AES *(Added: 2013-14)*

**Group J .025** ..... \$ 872  
 Lunchroom Supervision (per section/semester)

**Group S**  
 Mentor Program Coordinator ..... \$1500.00  
 New Teacher Mentor ..... \$1000.00  
 Related Services ..... \$3000.00  
 Dual Credit Classes ..... 20% amount generated  
 SPED Classes ..... \$1000.00  
 SPED Travel ..... \$1000.00  
 Spring/Fall Travel ..... \$ 125.00 per semester  
 Highland Community College Coordinator ..... \$3000.00

If a supplemental position is shared by more than one teacher, the supplemental pay will be divided equally among those volunteering.



## EXTRA DUTY SALARY SCHEDULE

The Board will compensate teachers at the rate of \$12.00 per hour for working athletic and activity events listed in the schedule. Number of workers will be determined by the appropriate principal, or designee. This schedule will be in effect for all buildings in the district.

### All events listed below include:

Ticket Sellers  
Supervision

#### **Football**

Announcer  
Chains  
Scoreboard

#### **Volleyball**

Scorebook  
Timer

#### **Basketball**

Scorebook  
Scoreboard/Timer

#### **Wrestling**

Timer  
Scorer

#### **Soccer**

Scoreboard

#### **Tennis/Cross Country/Golf**

#### **Baseball/Softball**

Scorebook

#### **Pep Bus Supervisor**

#### **Music Concerts**

Event Workers

#### **Theatre Presentations**

Event Workers

#### **Dances**

#### **Bowling**

#### **Summer**

Weight Room  
Open Gym

#### **Track**

Event Workers

**Supplemental Salary Proposal Form  
Student Activities**

Name of Petitioner \_\_\_\_\_

Building \_\_\_\_\_ Administrator \_\_\_\_\_

Assignment \_\_\_\_\_

Supplemental Position \_\_\_\_\_

    Proposal for new position \_\_\_\_\_

    Proposal for adjustment of existing position \_\_\_\_\_

JOB DESCRIPTION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**A. HOURS**

    \_\_\_\_\_ Student Contact

    \_\_\_\_\_ Administrative

**B. LOAD**

    \_\_\_\_\_ Number of new students

    \_\_\_\_\_ Number of Assistants

    \_\_\_\_\_ Number of Events

**C. COMMUNITY VISIBILITY**

    \_\_\_\_\_ In-School Function

    \_\_\_\_\_ Local Performance

    \_\_\_\_\_ Inter-scholastic Performance/Competition

    \_\_\_\_\_ Regional Performance/Competition

    \_\_\_\_\_ State/National Performance/Competition

Date Proposal Submitted \_\_\_\_\_

Administrative Conference requested for \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

**Exhibit F**

**Supplemental Position Reduction/Removal Form  
Supplemental Salary Proposal**

Supplemental Position \_\_\_\_\_

Current Contract Holder \_\_\_\_\_

Building \_\_\_\_\_ Administrator \_\_\_\_\_

Assignment \_\_\_\_\_

Current Supplemental Received \$ \_\_\_\_\_

\_\_\_\_\_ Proposal for reduction of salary for supplemental position

\_\_\_\_\_ Proposal for termination of supplemental position

Rationale \_\_\_\_\_

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

Administrator Signature \_\_\_\_\_

Date of Notification \_\_\_\_\_

Last Date to Respond \_\_\_\_\_

**Professional/Non-Student Activity Form  
Supplemental Salary Schedule**

Name of Petitioner \_\_\_\_\_

Building \_\_\_\_\_ Administrator \_\_\_\_\_

Assignment \_\_\_\_\_

Supplemental Position \_\_\_\_\_

\_\_\_\_\_ Proposal for new position

\_\_\_\_\_ Proposal for adjustment of existing position

**A. HOURS**

\_\_\_\_\_ The number of hours outside of the regular contract required to fulfill the responsibilities of the supplemental position.

**B. LOAD**

\_\_\_\_\_ Hours of summer commitment

\_\_\_\_\_ Number of people you represent/coordinate

\_\_\_\_\_ Dollar amount of budget you monitor

JOB DESCRIPTION \_\_\_\_\_

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

Date Proposal submitted \_\_\_\_\_

Administrative Conference requested for \_\_\_\_\_

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

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

**Exhibit H**

## Flex Day Proposal Sheet

Name \_\_\_\_\_ School \_\_\_\_\_

School Year \_\_\_\_\_

Flex day proposal and hours must be approved through the building administrator and superintendent. To be sure flex days are implemented consistently and appropriately, please use the following guidelines and instructions:

- 1) Flex Day Proposal Sheet and Documentation of Hours Worksheet are approved through building administrators and the superintendent.
- 2) Building administrators have a FLEX Day Documentation of Hours Worksheet that must be completed by the teacher.
- 3) Teachers completing the flex day should plan to complete 7 hours of documented work outside of the regular work schedule (such as evenings, weekends, etc.).
- 4) Flex day work must be in the area of school improvement such as curriculum alignment and development, content area research and improvement, or other areas related to student improvement in curricular areas. This work may be done in groups, such as grade level or curriculum teams, or individually. This does not include extracurricular activities or responsibilities, nor does it include classes for credit, or district paid stipends.
- 5) Work through the building administrator when planning your flex day activities as the building administrator must approve and sign off on the hours.
- 6) Work done after May 1 will count for the following year and will be paid in December.
- 7) Flex day time sheets need to be turned in to the building principal by December 1 for payment in December or May 1 for payment in May.

PROPOSAL:

\_\_\_\_\_  
Building Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

*Revised: 2012-13*



**Application to Participate In or Withdraw  
From Sick & Emergency Leave Pool**

Name \_\_\_\_\_ School \_\_\_\_\_

School Year \_\_\_\_\_

**Part I:**

I agree to participate in the Sick and Emergency Leave Pool as per the Negotiated Agreement (see Article IV, J). I understand that by participating in the Sick and Emergency Leave Pool, one day will be deducted from my sick days for the current year. I will continue my participation in the Sick and Emergency Leave Pool until I file a written request to withdraw from the pool. I understand that my continued participation in the Sick and Emergency Leave Pool will require donating an additional day any time the Sick and Emergency Leave Pool is below 100 days.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**Part II:**

I request to withdraw from the Sick and Emergency Leave Pool as per the Negotiated Agreement (see Article IV, J). Upon my withdrawal from the Sick and Emergency Leave Pool, I understand that I will not receive any days previously donated, and forfeit the benefit of receiving days from the Sick and Emergency Leave Pool.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Date Recorded \_\_\_\_\_

Recorded by \_\_\_\_\_

**Application to Request Days  
From Sick & Emergency Leave Pool**

Name \_\_\_\_\_ School \_\_\_\_\_

School Year \_\_\_\_\_

I request \_\_\_\_\_ days from the Sick and Emergency Leave Pool as per the Negotiated Agreement (see Article IV, J). I understand that the days requested may not exceed 10 days.

I certify that I have exhausted or will have exhausted all of my accumulated leave and am experiencing a catastrophic situation, emergency, or long-term illness.

Describe and provide any necessary information that would help in concluding that the situation is catastrophic, an emergency, or a long-term illness.

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

I certify that I understand, agree to and meet the requirement and conditions of the Sick and Emergency Leave Pool as per the Negotiated Agreement (see Article IV, J). I authorize the Sick and Emergency Leave Pool committee to obtain any and all necessary information, including but not limited to Medical information, regarding my request for days from the Sick and Emergency Leave Pool (see Medical Release form).

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**Committee Response:**

Approved or Denied \_\_\_\_\_ Number of Days Approved \_\_\_\_\_

Date Recorded \_\_\_\_\_

Recorded by \_\_\_\_\_

Date of Employee Notification \_\_\_\_\_



## Medical Release

USD 409, Atchison County Kansas, is hereby authorized to receive medical information on behalf of \_\_\_\_\_, whose required information is as follows:  
(employee name)

Plan Participant's Name \_\_\_\_\_

Health Insurance (Medicare) Claim Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

Social Security Number \_\_\_\_\_

USD 409, Atchison County Kansas, is hereby authorized to receive any medical information for the undersigned.

I request and authorize the \_\_\_\_\_,  
(physician/hospital/health plan)

its officers, employees, agents, and contractors, and all \_\_\_\_\_ state and local  
(name of state)

agencies and all providers of health care and supplies to release to USD 409 Atchison County Kansas any medical information and documents upon its request.

USD 409 shall have the same access to Protected Health Information as I would. I authorize the disclosure of all Protected Health Information, whether now existing or hereafter created, related to my physical or mental condition.

I authorize health information disclosure under HIPAA or any applicable State law, entitled for me and on my behalf. This authorization shall apply to any health care provider who is providing health care services to me at the time such Protected Health Information is sought.

This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (a.k.a. HIPAA), 42 USC 1320d and 45 CFR 160-164.

This Medical Release shall remain in effect until revoked in writing.

\_\_\_\_\_  
Employee Signature Date

Address \_\_\_\_\_

Telephone \_\_\_\_\_