# 2023-2024 Negotiated Agreement

# Board of Education U.S.D. 271

# and the

# Stockton Teachers' Association

Phone: 785-425-6367

Stockton Public Schools 421 Main Stockton, KS 67669 **USD 271** 

#### **NEGOTIATED AGREEMENT 22-23**

# *INDEX*

| Article      | I—General Provisions  |
|--------------|---|
| A.           | 5-6 Duration of the Agreement   |
|              | Personal Files  |
| C.           | Board of Education Information  |
| D.           | Validity or Savings Clause  |
|              | Holdover Provision  |
| F.           | Reference Clause  |
| G.           | Discrimination Clause   |
| Н.           | Distribution Clause   |
| I.           | Wearing Apparel and Appearance of Professional Employees                                    |
| Article      |   |
|              | evances   |
|              |   |
|              | Purpose   |
|              | Definitions   |
|              | Procedures  |
|              | Supplemental Conditions   |
|              | Level One   |
|              | Level Two   |
| _            | Level Three   |
| Н.           | Level Four  |
| I.<br>Grieva | Rules for Conducting a Grievance Procedure Hearing at Levels Three and Four nce Report Form |
|              | 10-11   |
| Article      | III—Teacher   |
| A.           | 12-14 Record Keeping as a Responsibility of Teacher   |
|              | Retirement  |
| C.           | Political Activity  |
|              | Reduction in Staff  |
| E.           | Professional Employee Complaint Investigation   |
| F.           | PDC   |
| G.           | Teacher Discipline—Just Cause   |
| Н.           | Intellectual Property   |
| Compl        |   |
| -            |   |
| 15           |   |

| Article IV—Hours & Amounts of Work  |
|---|
| A. Contract Duty Day B. School Holidays/Vacation Days C. School Calendar D. Scheduled Planning Time E. Substitute Pay F. Scheduled Meetings G. Inclement Weather Closings H. Standard Primary Contract Duty Day I. Flex Time                          |
| Article V—Contracts   |
| A. Release from Contract B. Early Notice of Resignation Incentive Recommendation C. Docking of Salaries and Wages D. Acceptance or Rejection of Contract E. Transfers F. Duty Lunch and Breakfast Certified Employee Primary Contract                 |
| Certified Employee Extended Contract  |
| Certified Employee Supplemental Contract  |
| Article VI—Leaves   |
| A. Leave B. Sick Leave Pool C. Bereavement Leave D. Professional Leave E. Personal Leave F. Jury Duty G. Association Leave H. Emergency Leave I. Military Leave J. Short Term Leave K. Extended Unpaid Leave  Article VII—Retirement-Early Retirement |
| Article VII—Retirement-Early Retirement26   |
| Article VIII—Association Privileges   |

|         | Notification of New Hires Use of Facilities and Equipment |       |
|---------|---|-------|
|         | ell X—Drug Free Schools                                   |       |
|         | 27  |       |
|         | X—Salaries and Wages27-28                                 |       |
|         | Definitions 27-20   |       |
| В.      | Cooperating Teachers                                      |       |
| C.      | Student Teacher   |       |
| Article | XI—Conditions of the Salary Guide                         |       |
|         | 28-29   |       |
| Article | XII—Defined Health/Hospitalization Insurance Benefit      | 29    |
| Article | XIII—Section 125 Selective Benefit Plan                   | 30    |
| Article | XIV-Salary Schedule                                       |       |
|         | 31  |       |
| Article | XV—Supplemental Schedule                                  |       |
|         | 32-35   |       |
| Article | XVI—Extra Duty Pay  |       |
|         | 35-36   |       |
| Article | XVII—Evaluation Document Procedure, Report and Indicators | 36-40 |
|         | •   |       |

A. Payroll Deduction of Dues

#### **ARTICLE I -- General Provisions**

#### A. Duration of the Agreement

This Master Agreement shall be effective as of July 1, of each year, and shall remain in full force and effect and shall bind and insure to the benefit of the parties thereto, to and including June 30, of each ensuing year.

Pursuant to the requirements of notice as provided in K.S.A. 72-5423, all new agreements of amendments shall be negotiated and ratified by and between the Board of Education and the Stockton Teachers' Association. All negotiated agreements on which no notice has been given by either party as provided by K.S.A. 72-5423, shall continue in full force and effect for successive one-year periods.

#### **B.** Personnel Files

Personnel files are confidential and are carefully guarded in the interest of the individual employee. Although they are primarily for administrative and supervisory use, they are accessible, with the exceptions noted below, to the individual employee concerned.

It is the employer's responsibility to maintain an up-to-date file containing information required by the Board of Education and the State Department of Education, i.e., complete transcript, years of service record, oath of affirmation, health license, etc. Material received which is of a derogatory nature concerning an employee shall not be placed in the employee's file unless the employee has had a chance to read the material. The employee shall acknowledge he has read such material by affixing his signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material. The employee shall have the right to answer any material filed, and his answer shall be reviewed by the Superintendent and attached to the copy. Anonymous material shall not be included in the file.

The employee shall provide the District Clerk with required personal information as provided by law.

All confidential references and information originating outside the school district and information obtained within the school district prior to employment and confidential letters of recommendation given after employment shall not be available for inspection by the teacher. However, the employee shall be provided a list of such items upon request.

#### C. Board of Education Information

The Clerk of the Board shall cause to be made available to the Stockton Teachers' Association a current and accurate copy of the official agenda and minutes of each meeting of the Board of Education. A copy of the agenda shall be sent to the Stockton Teachers' Association prior to all Board meetings. It is understood that in the case of the regular monthly meetings, additional agenda items may be considered for action, upon approval of the Board of Education in open session, during the course of the meeting.

#### D. Validity or Savings Clause

Should any part of this agreement or any provisions contained herein be rendered invalid, by reason of existing of subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this agreement shall not invalidate the remaining portions of this agreement, and they shall remain in full force and effect. Where it is evident that adjustment or clarification of a provision, declared to be invalid, can cause said agreement to be made valid, either party of this agreement can issue a call for further negotiations for the purpose of adjusting or clarifying the provision declared invalid, and such meeting or meetings shall be limited only to the invalidated provisions.

#### E. Holdover Provision

In the event the Board of Education and the Stockton Teachers' Association shall fail to secure a successor agreement, as hereinafter provided, prior to the termination of this Master Agreement, the terms and conditions of this agreement shall remain in force and effect until successor agreement is reached, however, such extended period shall not be for any longer Period than shall be allowed by applicable statutes or court ruling.

#### F. Reference Clause

It is agreed, by and between the Employer and the Stockton Teachers' Association, the agreements set forth herein shall be included, by reference, in contracts of all licensed employees represented by the Stockton Teachers' Association, which is defined in this agreement, and who are employed by Unified School District No. 271, Stockton, Kansas. These agreements shall be made a part of the employee's individual contracts, with the same force and effect as though fully set forth herein.

#### G. Discrimination Clause

The Employer and the Stockton Teachers' Association further agree there shall be no

discrimination in the hiring, training, assignment, promotion, transfer, discipline, or non-membership in the Stockton Teachers' Association or participation in the negotiation process.

#### H. Distribution Clause

Copies of this Agreement shall be printed and distributed by the USD office within thirty days after the agreement is signed. Copies will be furnished to all employees currently employed, hereafter employed during its life, or considered for employment by the Board. The Board shall furnish one hard copy to the Association, hard copies to building secretaries for district notebooks, and electronic copies to all bargaining unit members.

#### I. Wearing Apparel and Appearance of Professional Employees

Since teaching is considered a professional occupation, it shall be the responsibility of all professional employees to act and dress in a professional manner while school is in session, during in-service sessions and meetings, and at academically oriented activities and events, whether during or outside regular school hours. Blue denim work jeans and overalls are not considered professional dress. Exceptions to this may be made at the discretion of the Building Principal.

#### **ARTICLE II -- Grievances**

#### A. Purpose

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances at the lowest level.

#### **B.** Definitions

- 1. Grievance shall mean any alleged violation of the terms and conditions of an employee's contract of employment, negotiated agreement, board policy, administrative regulation or practice.
- 2. Grievant means a person, persons, or association (representing a teacher or staff member) having a grievance.
- 3. Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.

#### C. Procedures

In general, the adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days with which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limit prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom his grievance is being considered.

#### **D.** Supplemental Conditions

- 1. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
- 2. The final resolution of the grievance may be put into the personnel file of any of the participants.
- 3. At each step of the procedure for adjusting grievances after the initial private conference(s) with his immediate administrative superior, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.
- 4. All grievance hearings shall be confidential.
- 5. All discussions and hearings shall be conducted at times other than when school is in session.
- 6. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
- 7. The filing of a grievance at all levels beyond the informal conference in Level One shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance, including the time, date and place of the event or act and the names and addresses of any witnesses thereto.

#### E. Level One

A grievant shall first take up his grievance with his immediate supervisor in private informal conference(s) within fifteen (15) school days after the occurrence of the event upon which a grievance is based or after the grievant becomes aware of such an event. If the employee is dissatisfied with the outcome of the initial private conference(s), he/she may request a formal conference with his/her immediate administrative supervisor. Every effort shall be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten (10) school days of the last informal conference.

#### F. Level Two

In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or that no decision is reached within ten (10) school days after the formal presentation, the grievant may appeal the matter in writing to the Superintendent.

If the grievant appeals the grievance to the Superintendent, the Superintendent or designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) school days after the appeal has been received by the Superintendent.

If the grievant does not appeal the grievance to the Superintendent within ten (10) school days after the formal conference at Level One, the grievance shall automatically be waived.

#### G. Level Three

If a grievance, a board policy, administrative regulations, or practice is not resolved to the satisfaction of the grievance at Level Two, the grievant may submit the grievance to the Board of Education within fifteen (15) calendar days after receipt of the decision at level two according to the procedures.

The Board, upon receipt of the grievance, shall hear the grievance themselves or assign a hearing officer to hear the grievance within ten (10) calendar days from receipt of the grievance. The Board shall rule upon the grievance within ten (10) calendar days after receipt of the findings and recommendations from the hearing.

If the grievant does not appeal the grievance to the Board of Education within fifteen (15) calendar days after the conference with the Superintendent at Level Two, the grievance shall be automatically waived.

#### H. Level Four

If the grievance, a board policy, administrative regulations, or practice is not resolved to the satisfaction of the grievance at Level Three, the grievant may submit the grievance to arbitration within twenty (20) calendar days after receipt of the decision from Level Three according to the procedure in this section.

Any dispute to be decided by arbitration shall be decided by a mediator. A summary judgment will be prepared by both parties and shall be sent to the mediator. The mediators decision will be final. The cost of such action will be split between the district and the Association.

#### I. Rules for Conducting a Grievance Procedure Hearing at Levels Three and Four

1. The hearing board and arbitration committee will be conducted in executive session.

- 2. Efforts will be made by all participants to eliminate repetitious testimony and/or materials. However, each participant will be given reasonable time to present his testimony and/or materials.
- 3. The grievant will make his opening remarks and present its findings in the case.
- 4. The administration will make its opening remarks and present its findings in the case.
- 5. Witnesses will be called individually by the grievant and administration to testify before the Board. The Board or Arbitration Committee may call additional witnesses and may authorize witnesses being called as a group.
- 6. The grievant and the administration may ask questions of the witnesses during the time they are testifying.
- 7. Members of the Board and arbitration committee may ask questions of all participants during the hearing.
- 8. A summary statement may be made to the Board by the grievant at both levels.
- 9. A summary statement may be made to the Board by the administration at both levels.
- 10. Any new materials injected into any summary statement may be rebutted.
- 11. If the Board or any of its administrative staff do not present a written decision within the time allotted after Levels Two and/or Three of the grievance procedures, such failure to act shall be an admission that the grievance was justified and the grievant shall receive the remedy he/she is seeking.

# UNIFIED SCHOOL DISTRICT # 271 GRIEVANCE REPORT FORM

|     | rcle one to indicate level o                  |                      | DATE FILED:  |
|-----|---|----------------------|--|
| Na  | me of Grievant                                | Building             | Assignment   |
| A.  | Date cause of grievance                       | occurred:            |  |
| B.  | Relevant contract provisi                     | ion, Board Policies, | or Administrative regulations of practices:            |
| C.  | Statement of grievance c pages if necessary): | laim (statement of   | facts upon which the grievance is based-use additional |
| D.  | Relief Desired:                               |                      |  |
|     | Signature:                                    |                      | Date:<br>Date Received:                                |
| E.  | Disposition by the appro-                     | priate administrator | (attach additional pages if necessary):                |
|     |   |                      |  |
| Sig | gnature:                                      |                      | Date:  |
|     |   |                      | INSTRUCTIONS ON NEXT PAGE                              |

# GRIEVANCE REPORT FORM Instructions

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

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

- 1. Each portion of the grievance report form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved and what occurred.
- 2. Detailed information of the facts involved, the relevant contract provisions, Board policies, or administrative regulations of practices, and the manner in which they are related are extremely important in order to provide a basis upon which a fair, thorough and expeditious decision may be made.
- 3. Under Section B of the grievance report form those relevant contract provisions, Board policies, or administrative regulations or practices which the grievant contends have been violated, misinterpreted, or misapplied should be specified.
- 4. Under Section C the grievant should state his/her claim by describing the manner in which the factual contentions are related to the relevant contract provisions and how a violation, misinterpretation or misapplication of the contract, Board policies, or administrative regulations or practices has occurred.
- 5. Under Section D the grievant should specify the relief which he/she desires as a result of the grievance.

#### **ARTICLE III -- Teacher**

#### A. Record keeping as a Responsibility of Teacher

Employees shall keep such records and make such reports as are required by the Superintendent and the Principal of the school in which the person is employed.

#### B. Retirement

Retirement for all staff members within Stockton U.S.D. No. 271 will not be mandatory at any age in compliance with Federal Regulation. However, the Board of Education may require one or more physician's opinion if physical disability is in question as to any staff member's ability to continue their employment. The final decision will be determined by the Board of Education.

#### C. Political Activity

Each instructor is free to exercise his right to fulfill his responsibility as a citizen by participating in political activity, attending functions of political parties, belonging to the party of his choice, seeking support in the community on political issues, becoming a candidate for public office, and holding such office. His political activity, however, must not misuse his professional position to subvert academic freedom in the interests of his own political beliefs or ambitions or those of a political group. No partisan political activity or agitation shall be permitted on the part of any school employee at any time during regular school hours.

#### D. Reduction in Staff

The Board of Education may make a reduction in staff because of financial exigency, decline or change in student enrollment or composition, or other valid reasons which will result in the termination or non-renewal of tenured Professional Employees. The Superintendent and board designee will meet with representatives of the Association to review the financial circumstances that warrant a reduction in staff.

In the event that a reduction in the number of professional employees becomes necessary, as determined by the Board of Education, the following procedures shall be followed:

The superintendent and board designee will meet with representatives of the Association at least 30 days prior to the third Friday in May to describe what positions will be eliminated in reduction in force and the plan for implementation, including any transfers of current employees that might be able to fill that position.

The Board shall attempt to accomplish reduction in force through natural attrition.

To determine the number of teaching positions to be reduced, the administration will ascertain the educational program for the district to meet the educational goals established by the Board of Education.

The Board of Education will evaluate all teachers in relation to the educational goals of the District. Individual qualifications and skill areas, including seniority, areas of licensure, experience in specific fields, and Principal evaluation shall be considered in determining the teacher needs of the District

#### E. Professional Employee Complaint Investigation

#### I. Definitions

- A. A claim, concern, or complaint can be investigated by administration at any time if deemed appropriate in a timely fashion.
- B. A charge is a serious complaint that district administration could reasonably expect to result in official action, after investigation, and should be done in writing.

#### II. Procedure

A. General

We recognize that the district has an obligation to investigate claims, complaints, concerns, or charges deemed serious enough to warrant review.

#### B. Non-Administrative Issues

Charges from non-administrative individual including students shall be filed in writing with the District Office and the following sequence of events shall occur:

- 1. The teacher shall be provided a copy of the written-charge and the Building Principal and/or Superintendent shall meet with the teacher within two (2) school days in an effort to informally resolve the complaint.
- 2. If not resolved under step 1, the teacher shall, within three (3) school days, attempt to meet with the complainant in an effort to informally resolve the charge.
- 3. If the charge is not resolved under step 2, the teacher shall have the opportunity to file in the District Office a written response to the charge.
- 4. The Building Principal, after completion of step 3 and after a complete review of the meeting (s) and documents, shall make a non-binding written recommendation along with reasons therefore to the Superintendent.
- 5. The Superintendent shall consider the written recommendation of the Building Principal and any other evidence the Superintendent deems relevant and shall then take final action. If the Superintendent's final action is inconsistent with the recommendation of the Building Principal, the Superintendent shall set forth the reasons for the inconsistency.
- 6. The teacher may initiate the grievance procedure at the appropriate level regarding the recommendation and/or any final action taken by the Superintendent.

#### **III. General Provisions**

- A. All charges shall be submitted in writing, on a form to be provided by the District Office.
- B. As a result of an investigation, there shall be no retribution to any patron, student, or district employee, by the claimant, respondent, district, or any other party.
- C. District employees have the option of representation by counsel of their choosing at all levels of investigation.
- D. Teachers shall be accorded all due process rights in formal hearings.
- E. After thirty (30) days from the initial report, unresolved claims shall be brought to closure, in writing, deny the claim.
- F. A copy of the written complaint and recommendation and/or final action shall be provided to the teacher and placed in the teacher's personnel file.
- G. The teacher's personnel file shall reflect all good faith efforts by the teacher to address any issues raised by the complaint. If the Superintendent's final action finds the complaint to be unsubstantiated or without merit, then the complaint and all related documents shall be removed from the teacher's personnel file.

#### F. PDC

A Professional Development Council (PDC) shall be established to meet with the Superintendent. The purpose of the council shall be to provide direction and organization for district staff inservice, develop the District Professional Development Plan and monitor inservice activities for the certified staff of USD 271. Teacher representation shall be in accordance with the District Professional Development Plan. Representation will consist of teachers, administrators, and board members, the majority of which shall be teachers. Building representatives will be nominated and voted on by the teachers in their respective building.

#### **G.** Teacher Discipline

No professional employee shall be disciplined, adversely evaluated or otherwise deprived of any professional advantage without cause. Any such action shall be subject to the grievance procedures set forth elsewhere in the agreement.

#### **H.** Intellectual Property

The Association and the Board support and encourage teachers to be creative and innovative in the teaching of the district curriculum. Modern teaching strategies, techniques, delivery methods and student management systems are encouraged under the guidelines of the district curriculum. In the event that a teacher wishes to develop a program (idea, delivery method, strategy, etc.) that may be deemed marketable the following guidelines shall apply.

- a. The teacher will present their program in writing to the Board for approval prior to implementation.
- b. Upon approval of the Board, the teacher may implement and market their program. Proceeds from the sale of materials shall be considered the property of the teacher.
- c. The district will be provided all materials at no charge and shall pay no fees associated with the teacher developed approved program.
- d. Upon leaving the district, the teacher will provide all updated materials associated with the teacher's approved program to the district at no charge.

# **COMPLAINT FORM**

| Teacher's Name            |               | School | Date             |  |
|---------------------------|---------------|--------|------------------|--|
| Location                  | _ Complainant |        | Date of Incident |  |
| Complainant's Report      |               |        |                  |  |
|                           |               |        |                  |  |
|                           |               |        |                  |  |
|                           |               |        |                  |  |
|                           |               |        |                  |  |
|                           |               |        |                  |  |
| Complainant's Signature   |               | Date   |                  |  |
| Teacher's Report          |               |        |                  |  |
|                           |               |        |                  |  |
|                           |               |        |                  |  |
|                           |               |        |                  |  |
|                           |               |        |                  |  |
|                           |               |        |                  |  |
|                           |               |        |                  |  |
| Teacher's Signature       |               | Date   |                  |  |
| Administrator's Report    |               |        |                  |  |
|                           |               |        |                  |  |
|                           |               |        |                  |  |
|                           |               |        |                  |  |
| Administrator's Signature | e             | Date   |                  |  |

#### **ARTICLE IV -- Hours & Amount of Work**

#### A. Contract Days

The contract of certified employees, exclusive of supplemental or extended time contract, shall be driven by the requirement for student days/hours as adopted by USD 271 Board of Education. Additionally, the student calendar will be agreed upon, including professional development days, and approved by the Board Of Education. First day back from the second semester will be used as a Teacher Work Day.

#### **B.** School Holidays/Vacation Days

As the Board of Education develops and approves the school calendar, it shall include holidays and non-work days as follows. The day prior to parent teacher conferences must have half day reserved for grade prep/personal work day. First day back 2nd Semester - Used as a teacher work day.

1 day -- Labor Day

3 days -- Thanksgiving day, the Wednesday before, and the Friday following

Winter Break - Number of days will vary - December 23 thru January 1

#### Exception: If January 1 falls on Thursday the winter break will go thru January 2

1 day-- Good Friday

1 day- Easter Monday

1 day -- Memorial Day

3 days -- Vacation as mutually agreed upon

Students will be dismissed at 2:00 p.m. on these days: Day prior to Christmas Break, Last day of first semester, Last day of school for students.

#### C. School Calendar

Prior to the Board of Education establishing a school calendar, the Superintendent will consult with the Teacher's Association.

#### D. Scheduled Planning Time

On student contact days, each certified employee shall have regularly scheduled planning time. The planning time will be a priority to implement 40 minutes daily, or in cases where time cannot be lumped due to student scheduling, up to 260 minutes weekly. Every effort will be made to create daily minutes for teacher effectiveness and efficiency.

#### E. Substitute Pay

When a professional employee substitutes (with administrative approval) for another professional employee during the time contractually allotted for a planning period, the employee shall be compensated for such extra work at the rate of \$15/per period. When a teacher during their regular class is assigned an additional class to supervise will be compensated at a rate of \$15 per hour. The employee will be responsible to fill out a "Substitute Sheet" for each occurrence. Payment will be made monthly.

#### F. Scheduled Meetings

Meetings are a necessary part of a certified employees' duty day. Certified employees may be required to attend only those meetings which are scheduled by the administration during the contract duty day.

Staff meetings as scheduled by the building principal, scheduled outside of the 8:00 a.m. to 4:00 p.m. duty day, shall be cause for flex scheduling. Time spent in meeting as prior to the start of the duty day, or after the end of the duty day, shall be reflected in flex hours.

Meetings beyond or outside of the duty day, may be scheduled by mutual agreement of committee members for School Improvement, QPA and Curriculum.

Employees with duty during breakfast will be paid \$5.00 for each day for that supervision.

#### **G.** Inclement Weather Closings

Certified employee attendance shall not be required whenever student attendance is not required due to inclement weather and/or unforeseen or unavoidable circumstances. The Board reserves the right to reschedule teacher contract days that have been lost due to circumstances as follows

- 1. Student-Teacher contact days lost will be made up as Student-Teacher contact days.
- 2. Inservice Days lost will be made up as Inservice Days
- 3. Parent-Teacher Conference days lost will be made up as Parent-Teacher Conference days.

#### H. Standard Primary Contract Duty Day

The Standard Primary Contract Duty Day shall be from 7:40 a.m. to 3:40 p.m.

#### Arrival

Certified employees shall be on contract duty at 7:40 a.m.

#### Departure

Certified employees shall remain on duty until 3:40 p.m. Upon arrival at and departure from the regular professional day, instructors shall check in and out of their respective buildings. This will not be interpreted to mean recording arrival and departure time.

Days when school is dismissed early for vacation or a holiday are the exceptions. Certified employees may leave as soon as the building is cleared.

Certified employees may leave as soon as the building is cleared on Fridays.

Whenever certified employees need to leave the building during the work day, they must notify the building principal or designee before leaving, and upon return. A record will be kept on departure and arrival and the date.

Students and parents who need additional time with teachers for conferences and/or extra help are asked to contact the teacher to schedule a time for these appointments.

#### I. Flex Time

USD 271 will allow for accumulated hours of required meeting time to be used as documented flex time, with administrative approval, during the school year in which it is accrued. Use of the flex time will be subject to the same rules of use as that of negotiated leave. Time shall be documented through the use of signed rosters for required collaborative meetings. Activities such as committee and school improvement meetings, SIT/MTSS meetings, etc. would be an appropriate time to be accumulated. Flex time shall not be carried over beyond the school year in which it is accumulated, nor shall unused flex time have any monetary value. A school year shall be defined as August 1 through July 31.

#### **ARTICLE V -- Contracts**

#### A. Release from Contract

If a teacher's resignation is received between teacher's notice date of 2<sup>nd</sup> Friday following the3<sup>rd</sup> Friday in May, and June 15, the teacher shall pay the district a \$500.00 liquidation payment.

If a teacher's resignation is received between June 16 and July 15, the teacher shall pay the district

a \$1000.00 liquidation payment.

If a teacher's resignation is received between July 16 and the date for reporting for the new school year, the teacher shall pay the district a \$1500.00 liquidation payment.

If a teacher resigns after the date for reporting for the new school year and any time thereafter during the school year the BOE shall have the authority to determine on a case-by-case basis whether or not to release the teacher from his/her contract.

The liquidation payments indicated above will not apply in cases where the teacher is compelled to resign for medical reasons. Verification of medical causes for resignation are subject to documentation by a medical doctor.

If authorized by the Board of Education, liquidation payment may be paid directly to U.S.D. No. 271, or if mutually agreed upon, the liquidation payment may be deducted from the teacher's last regular paycheck.

The Board reserves the right to waive the provisions for liquidated damages if such waiver is appropriate.

#### **B.** Early Notice of Resignation Incentive Recommendation

\$1,000 if resignation is received by January 1.

\$750 if resignation is received by February 1.

\$500 if resignation is received by March 1

\$250 if resignation is received by April 1

#### C. Docking of Salaries and Wages

Certified employees have a negotiated number of leave days for which they will receive salary and wages when they are absent from work. When absence from work exceeds the allotted number of sick leave days available, the teacher's salary will be deducted 1/186th.

#### D. Acceptance or Rejection of Contract

It is agreed that certified employees will have a period of ten (10) calendar days after a negotiated agreement has been ratified, and contracts are issued, to accept or reject said

contract if final agreement is reached after May 10. Nothing contained herein shall alter the continuing contract law.

#### E. Transfers

Teachers will be allowed to provide their own input into voluntary transfers and reassignments within the district. (They will also be notified and allowed input when administration considers changing students' grades.)

#### F. Duty Lunch and Breakfast

Employees with duty during breakfast will be paid \$5.00 each day for that supervision. Employees with duty during lunch will be paid \$5.00 each day for that supervision.

# **CERTIFIED EMPLOYEE PRIMARY CONTRACT**

## Unified School District No. 271 Stockton Kansas

| THIS CONTRACT is made as   | nd entered into th  | is             | _day of        | , by and                  |
|--|---------------------|----------------|----------------|---------------------------|
| between,   | hereinaft           | er referred to | o as "Certifie | ed Employee" and the      |
| Board of Education, Unified S  |                     |                |                |                           |
| to as "Board" wherein Certifie   |                     |                |                |                           |
| days with contract commencing  | 1 2                 |                |                |                           |
| services in conformity with K  |                     |                |                | 8                         |
| <b>5</b>   |                     | 1              |                |                           |
| The Certified Employee:  |                     |                |                |                           |
|  | essional duties and | d services a   | ppropriate to  | the position(s) for which |
| <ul><li>shall make and file rep</li><li>shall participate with the</li></ul> | •                   | -              | -              | n(s) for which employed.  |
| implementation of the  |                     | •              |                | -                         |
| which employed shall perform such oth  | er cervices as ma   | v he mutuali   | ly agreed unc  | on by the Board and the   |
| Certified Employee.  | ci scivices as illa | y oc mutuan    | iy agreed upo  | on by the board and the   |
| Continua Employee.   |                     |                |                |                           |
| The Board reserves the right to interests of the schools of the              | _                   |                | -              |                           |
| Employee fails to have on file   |                     |                |                |                           |
| Teacher's license for the level  |                     |                |                |                           |
|  |                     |                |                |                           |
| For these services the Board a   |                     |                | 1 0            | •                         |
| \$to be p  | aid in twelve (12)  | ) monthly in   | stallments or  | n or before the 15th day  |
| of each calendar month.  |                     |                |                |                           |
|  |                     |                |                |                           |
|  |                     |                |                |                           |
| ACCEPTANCE EXECUTION   | N AND WITNES        | S: By signir   | ng this Contra | act the parties hereto    |
| manifest their agreement to th   | e above provision   | is.            | _              | -                         |
|  |                     |                |                |                           |
| Certified Employee   | Date —              | Board          | President      | Date                      |
|  |                     |                |                |                           |
| Clerk of Board   | Date                |                |                |                           |

# CERTIFIED EMPLOYEE EXTENDED CONTRACT

#### Unified School District No. 271 Stockton Kansas

| hereinaft                     | er referred to as  | "Certified Employee'   | ' and  |
|-------------------------------|--|--|--|
| istrict No. 27                | '1, Rooks Coun   | ty, Kansas, hereinafter  | r  |
|                               |  |  |  |
| ertified Emp                  | loyee shall be c   | ontracted hereby, to   | d by   |
|                               |  |  |  |
| es and servic                 | es appropriate t   | o the position(s)  |  |
|                               | - 1  | ` '  | -  |
| s may be mu                   | tually agreed up   | oon by the Board and   | the  |
|                               |  |  |  |
| ire. This con<br>luring emplo | tract shall be vo<br>yment, a valid I  | oid if the teacher fails<br>Kansas Teacher's licer   |  |
|                               | - <b>F</b> 3 - <b>u</b> - c - c - c - c - c - c - c - c - c -  | -  |  |
|                               |  | 2  | day  |
|                               |  |  |  |
| part of the I                 | 'rimary Contrac  | t.   |  |
|                               |  |  |  |
| NESS: By sivisions.           | gning this Cont  | ract the parties hereto  |  |
|                               |  |  |  |
|                               |  |  |  |
| Во                            | oard President   | Date   |  |
|                               |  |  |  |
|                               |  |  |  |
|                               | hereinafte istrict No. 27 and terms and ertified Empth an addition es and serviced and necessas may be multiple to so fire. This confuring employing employing employing expect empths (12) months part of the Finess: By sivisions. | hereinafter referred to as istrict No. 271, Rooks Countried to the conditions of eartified Employee shall be coch an additional prorated salar es and services appropriate to an additional prorated salar es and necessary to the positions may be mutually agreed up the teacher to such buildings are. This contract shall be voluring employment, a valid is the subject employed to teach the Certified Employee an are (12) monthly installments of part of the Primary Contract in part | hereinafter referred to as "Certified Employee' istrict No. 271, Rooks County, Kansas, hereinafter and terms and conditions of employment establisher ertified Employee shall be contracted hereby, to chan additional prorated salary on the standard estandard |

# CERTIFIED EMPLOYEE SUPPLEMENTAL DUTY CONTRACT

#### Unified School District No. 271 Stockton Kansas

| THIS CONTRACT is made and entered into this day of, by and between, hereinafter referred to as "Certified Employee" and The Board of Education, Unified School District No. 271, Rooks County, Kansas, hereinafter referred to as "Board." |   |  |  |  |  |  |  |
|--|---|--|--|--|--|--|--|
| the collective bargaini  | In addition to the standard salary, hours, and terms and conditions of employment established by the collective bargaining agreement, the Certified Employee shall be contracted to provide the services as outlined below. |  |  |  |  |  |  |
|  | _to be paid in twelve (   | ne Certified Employee<br>(12) monthly installmen | an annual salary of<br>nts on or before the 15th day |  |  |  |  |
| The Certified Employ   | ee is employed in the   | supplemental position(                           | s) of:   |  |  |  |  |
| Sup.Loc.   | Sup.Pos.  | Sup.Lev.   | Sup.Sal.\$   |  |  |  |  |
| Sup.Loc.   | Sup.Pos.  | Sup.Lev.   | Sup.Sal.\$   |  |  |  |  |
| Sup.Loc.   | Sup.Pos.  | Sup.Lev.   | Sup.SaI.\$   |  |  |  |  |
| Sup.Loc.   | Sup.Pos.  | Sup.Lev.   | Sup.SaI.\$   |  |  |  |  |
| The Supplemental Du expire on  |   | me effective upon the o                          | date when executed and shall                         |  |  |  |  |
| The Supplemental Du  | The Supplemental Duty Contract is not considered a part of the Primary Contract.  |  |  |  |  |  |  |
| ACCEPTANCE EXECUTION AND WITNESS: By signing this Contract the parties hereto manifest their agreement to the above provisions.  |   |  |  |  |  |  |  |
| Certified Employee   | Date  | Board  | President Date                                       |  |  |  |  |
| Clerk of Board   | Date  | _  |  |  |  |  |  |

#### **ARTICLE VI -- Leaves**

#### **LEAVE**

Twelve (12) days of leave shall be credited to each teacher at the beginning of each contract year and shall be accumulated annually to the maximum number of days in the current contract. The unused portion of these days may be accumulated annually.\*\*

Each full –time teacher shall have one day of leave deducted for each absence until the total days of leave are used. Absences of over six(6) hours are charged as a full day deduction. Absence of 4-6 hours are charged as a <sup>1</sup>/<sub>2</sub> day deduction and absence of 0-2 hours are charged as a <sup>1</sup>/<sub>2</sub> day deduction.

Teachers who find they are unable to be present to discharge their assigned duties shall notify the principal before they leave the building the evening prior to the day of their possible absence. Tentative arrangements can then be made for a substitute. If it is necessary to call a substitute in the morning, the principal, or designee, shall be notified. If the principal is not available, the

Superintendent should be called.

All arrangements for substitute teachers to fill the place of a teacher who is absent from school will be made by the school administration, or designee..

Substitute teachers will be paid by a warrant drawn on the funds of the school district.

The following guidelines are to be followed in granting leave.

Leave, except for emergency and illness, will not be granted when students are in attendance, during the first week of the school term or the last week of the school term, nor the final school day with students attending preceding, or the day following, a scheduled school vacation/holiday. Exceptions to these guidelines may be made by the Building Principal and/or the Board of Education.

An emergency is an event beyond the control of the employee; examples are illness of self or family member, death. Funeral, birth, graduation, wedding, ets.

Administration may request verification of an illness.

Teachers upon KPERS retirement shall be paid for their unpaid leave at the following rate:

20 + Years \$50.00 per day with a max of 125 days 15 Years \$40.00 per day with a max of 100 days 10 Years \$40.00 per day with a max of 50 days

All years of professional licensed service will shall be counted in the above years of service, whether in or out of USD 271.

#### B. Sick Leave Pool

Full time employees may voluntarily donate one (1) paid sick leave day per year to the Sick Leave Pool. The sick leave day (s) voluntarily donated to the Sick Leave Pool will bE

Accounted for as if used during the year donated. The enrollment period shall be during August InService Meetings or, in the case of employees hired during the school year, within ten days after the district office has notified STA by mail of their employment. All policies and procedures shall Be governed by the Sick Leave Bank Committee as appointed by the STA.

#### C. Bereavement Leave

Four (4) days of bereavement leave will be granted upon the death of an immediate family member. The immediate family is hereby defined as: father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, grandparents and grandchildren. In addition, it shall include any relative living in the employee's household. Bereavement leave used for other than immediate family or days requested beyond these four (4) days will be charged to leave accumulation.

#### D. Professional Leave

All applications for professional leave designed to improve the competence of teachers must be made and approved in advance by the Professional Development Council (PDC), the building principal, and the superintendent of the school district. The PDC will develop procedural policies as outlined in the District Professional Development Plan. The Professional Development Plan must be approved by the BOE. The superintendent or his designee may limit the total number of teachers absent on a specific date to attend specific meetings, workshops, or seminars. Teachers applying for professional leave must have an active IPDP on file. The teacher shall be required to file a written report on the activities of the conference or other training program with the PDC. Upon approval, all expenses will be paid by the Board of Education. Paid expenses being: Per Diem for room, meals, transportation, and fees for the professional days. Professional days taken for relicensure purposes may be granted, but will be at the expense of the teacher.

#### E. Personal Leave

#### F. Jury Duty

If a teacher is called to serve on jury duty during the school year, he or she shall receive full payment from the school just as he or she would if they were in the classroom. There shall be no deduction from either sick leave or personal leave. Any reimbursement earned from jury duty on the school day beyond payment for mileage and subsistence shall be sent directly to the district central office.

#### G. Association Leave

The Board may provide the Association paid leave to be used by officers or agents of the Association to attend KNEA or NEA meetings. The Association agrees to make requests with as much notice as is reasonably possible.

#### H. Emergency Leave

Emergency leave may be necessary under certain conditions. The emergency must contain two elements: first - it must be unforeseen; second-it must require immediate attention. An event which is planned ahead or does not require immediate action is not an emergency.

Within five (5) days following an emergency, the professional employee shall submit to the Superintendent a written statement itemizing the reasons for the absence and requesting the absence to be approved for emergency leave. An employee who has sick leave may use sick leave

to cover emergency leave. Those without sick leave would be covered as leave without pay.

Full consideration will be given to the terms of both State and Federal laws related to the Family Medical Leave Act.

#### I. Military Leave

Current State and Federal laws shall be adhered to at the time any teacher shall be inducted or enlist for military duty in any branch of the armed forces of the United States. This is to include National Guard. Upon return to the USD 271, the employee returns to the position held when the leave commenced.

A Certified Staff employee who is a member of the National Guard or a reserve component of the U.S. Armed Forces shall be granted a leave with pay for active duty or active duty training for a period not to exceed 30 work days in any two (2) consecutive calendar years. The employee on active duty will pay for the substitute teacher. *Prior approval of the Superintendent is required.* 

Annual military active duty leave must be requested in advance. A copy of active duty orders must accompany the request.

#### J. Short Term Leave

Upon request and approval, a certified staff member may be granted leave, without pay, for study related to his/her responsibilities or another area of educational specialization at an academic institution. The staff member shall remain on the salary schedule currently held.

Such requests shall be made at least 4 weeks prior to the first leave day. Short term leave covers a maximum of 30 calendar days. Full benefits for health insurance shall be received by the employee.

#### K. Extended Unpaid Leave

The Extended Unpaid Leave policy is designed to provide an opportunity to accommodate study, travel, or health situations.

Teachers may be granted extended unpaid leave subject to approval of the Board of Education. Except for health reasons, the applicant must have been employed in the school district for at least five consecutive years and must not have been granted extended unpaid leave during the five consecutive years immediately preceding the current application. Extended unpaid leave for study or travel shall not be granted for less than one semester at a time.

A teacher applying for an extended unpaid leave shall request for a specific period of time. Such request shall be directed to the Superintendent of Schools in writing by April 1 for leave beginning the following school year. Applicants requesting leave for first semester shall be notified by May 1 as to the status of their application.

For leave beginning second semester, applications shall be filed by October 1, with notification of application status by November 1. Applications for extended unpaid leave shall include an outline of their plans, such as research, writing and/or travel to be pursued. Teachers on extended unpaid leave shall receive no salary or benefits from Stockton USD 271 during the leave period and shall receive no credit for teaching experience for leave of a semester or more. Upon return, the employee shall be placed on the salary schedule he/she had attained at the date the leave commenced. Teachers on extended unpaid leave will be permitted to retain participation in the Board provided health insurance plan at the teacher's expense. Arrangements for the teacher's

payment of the premium must be made in advance with the Superintendent. The Board of Education shall make no contribution toward the payment of health insurance premium during the period of an extended unpaid leave in excess of thirty (30) days, unless the leave is granted according to the Family and Medical Leave Act. If the extended unpaid leave is for a period of a semester or more, upon return, the teacher will be assigned their same position or a position which is comparable as determined by the administration. Extended unpaid leave will be allowed for no more than 2 teachers per school year.

#### **ARTICLE VII -- Retirement - Early Retirement**

- **A.** Employees of USD 271 school district who may find it necessary or desirable to retire from employment with the district prior to age 65 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 an eligible employee.
- **B.** Eligibility--An employee is eligible for early retirement if such employee
  - 1. Is currently a full-time employee of the school district
  - 2. Provides proof of retirement according to KPERS rules and regulations
  - 3. Has fifteen (15) continuous years or more of employment service with the school district.

#### **ARTICLE VIII -- Association Privileges**

#### A. Payroll Deduction of Dues

Upon the receipt of a signed authorization by each teacher, the Board will provide a payroll deduction of Association dues as contemplated in KSA 72-8601 (b). Pursuant to such authorization, the Board will deduct one-twelfth (1/12) of such dues from each regular payroll check of the teacher each month beginning not later than thirty-one (31) days following receipt of the signed authorization. The annual dues amount for each teacher shall be established by the Association. Such amount to be deducted will be supplied to the Board by September 1 of each year. Each month the Board will transmit to the Association's treasurer the total monthly deductions for dues. Any annual balance due upon the teacher's termination shall be deducted from such teacher's final payroll check.

#### **B.** Notification of New Hires

The board will notify the Association president within 10 business days of each newly hired individual's name, address, assignment, and salary placement for any bargaining unit position.

#### C. Use of Facilities and Equipment

STA may use district facilities for meetings of the Association at no charge if the facility is available. STA may use copy machines and audio visual equipment for Association business when such equipment is not in use by the district. STA would be responsible for the cost of supplies that might be used for Association business, as established per BOE Policy. STA may use electronic communication available within the district for Association business.

#### **ARTICLE IX -- Drug Free Schools**

As a condition of continued employment in the district, all employees shall abide by the terms of this policy. Employees shall not unlawfully manufacture, distribute, dispense, possess or use illicit drugs, controlled substances, or alcoholic beverages on district property or at any school activity. Compliance with the terms of this policy are mandatory.

Employees who are found violating the terms of this policy shall be reported to the appropriate law enforcement officers. Additionally, an employee who violates the terms of this policy shall be subject to the following sanctions:

- 1. Short term suspension with pay;
- 2. Short term suspension without pay;
- 3. Long term suspension without pay;
- 4. Required participation in a drug and alcohol education, treatment, counseling, or rehabilitation program
- 5. Termination or dismissal from employment.

Prior to applying sanctions under this policy, employees will be afforded all due process rights to which they are entitled under their contracts or the provisions of Kansas law. Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action which is provided for in district policies or the negotiated agreement. If it is agreed that an employee shall enter into and complete a drug education or rehabilitation program, the cost of such program shall be the responsibility of the employee. Drug and alcohol counseling and rehabilitation programs are available for employees of the district. A list of available programs along with names and addresses of the contact persons for the program is on file with the board clerk. Employees are responsible for contacting the directors of the programs to determine the cost and length of the program, and for enrolling in the programs.

A copy of this policy and a list of available drug and alcohol counseling programs shall be provided to all employees.

### **ARTICLE X -- Salaries and Wages**

#### **A.** Supervising Student Teachers

#### 1. Definitions

- a. Cooperating teacher means a teacher who holds a valid Kansas Teacher's License, and who is responsible for supervising the teacher intern.
- b. Student teacher means a student who has not completed an approved student teacher program, but who is certified by a teacher education institution to be capable of assuming teaching responsibilities under the supervision of a cooperating teacher.

#### 2. Cooperating Teachers

a. The cooperating teacher shall be endorsed by the state board in the particular subject and at the level of instruction for which the student teacher is seeking licensure and endorsement.

- b. The cooperating teacher shall have at least two (2) years of experience as a classroom teacher, and at least one (1) semester of experience as a classroom teacher in the present assignment.
- c. A student teacher shall be assigned only to a cooperating teacher who is willing to work with the student teacher and who is recommended by the school or district.
- d. The Board shall not participate in a program with a college or university which does not maintain the opportunity for the university coordinator to work closely with cooperating teachers.
- e. The college or university placing student teachers shall provide the cooperating teacher the allotted payment.

#### 3. Student Teacher

a. Each student teacher shall be under the supervision of a cooperating teacher and building principal, and shall not be expected to assume tasks or responsibilities not generally assigned to the cooperating teacher.

#### **ARTICLE XI -- Conditions of the Salary Guide**

- 1. There will be no differential between men and women in the salary guideline of Stockton U.S.D. No. 271.
- 2. Each teacher will file one (1) copy of an official transcript of all college hours as soon as possible after such credit is earned.
- 3. Hours earned which qualify a teacher for any column beyond the BA+12 (or BS+ 12), must apply on an advanced degree or graduate hours pertinent to the teacher's assignment, or those hours which have been approved by the Superintendent of Schools or his designee. These hours must be completed after the first teaching degree has been earned by the teacher. (Grandfather note: All certified hours currently on file in the Superintendent's Office for the existing teaching staff will be honored for the duration of that teacher's tenure with the district, regardless of the credit level for those hours. Any hours used to advance on the salary schedule must be earned after the initial placement.)
- 4. All certified personnel who receive a grandfather amount added to their salary by this agreement, for the duration of their tenure with the district, shall have that grandfather amount added to the salary schedule currently in effect.
- 5. Teachers coming into the district may be credited with all of their teaching experience. Experience of one-half (1/2) years will be rounded to the next year.
- 6. Teachers may not advance more than one step down for experience and/or more than one column across in any one school year. The only exception shall be that a teacher earning a masters degree may move directly to the MS+O column.
- 7. An official transcript confirming advanced training must be filed in the Superintendent's Office on or before August 25, in order to qualify for a higher salary classification to be paid during the current school year. This transcript must be accompanied by the initial contract signed by the teacher. If transcripts are not available, a letter from the instructor, or a grade report, shall be used for temporary verification.
- 8. Teachers having one-half (1/2) school year of credit shall be considered as having a full year of credit on the salary schedule guidelines.
- 9. Salary contracts for regular teaching duties shall be separate from the contracts issued for extra duties and/or supplemental assignments.

- 10. The guidelines of supplemental payments shall be incorporated in the salary policy and be made known to the entire teaching staff.
- 11. Teachers' salaries will be paid according to contract on a twelve (12) month basis, minus deductions. Payment is to be made on or before the 15th day of each month.
- 12. Teachers who wish to receive their summer pay with their June check shall submit a request in writing on or before April 1 (pursuant to K.S.A. 744940.
- 13. Extended contracts will be paid at the rate of 1/186th of the instructor's base contract, times the number of days in the extended contract.
- 14. Workmen's Compensation is provided for all certified employees.
- 15. The enrollment period for tax sheltered annuities shall be July 25 to August 25, and December 26 to January 27. A tax sheltered annuity is in the form of a salary reduction.

#### **ARTICLE XII -- Defined Health/Hospitalization Insurance Benefit**

Insurance: July 1, 2023 through December 31, 2023 months will follow the insurance rates from the 2022-23 negotiated agreement. The following is effective as of January 1, 2024. Employees who were covered by USD 271 for health insurance on 12. 31.23 will be grandfathered into the following insurance tiers in which they were enrolled on 12.31.23. As long as a qualifying event allows an insurance change to be made employees can change to a different tier that will result in USD 271 paying a lower monetary rate. (Employee, Employee + Spouse, Employee + Children, or Employee + Family) to be applied to the district's group health and hospitalization insurance coverage monthly for the next three years. In order for the employee to receive these benefits they must *continue the* health coverage tier (Employee, Employee + Spouse, Employee + Children, or Employee + Family) they were enrolled in on 12.31.23 for the 2023-2024, 2024-2025, and 2025-2026 school years.

Employee: \$792.81

Employee + Spouse: \$1400.00 Employee + Children: \$1325.00 Employee + Family: \$1950.00

Any employee who does not have insurance with USD 271 on 12.31.2023 will have the option to enroll in any health insurance plan. USD 271 maximum contribution will be \$792.81. Employees may still add spouse, children, or family to their plan. They will be responsible for *any cost beyond the board paid amount*.

If an employee chooses a HSA the district will contribute any remaining funds not to total more than \$792.81 towards their Health Savings account \*with American Fidelity.

The Board agrees to pay monthly dental coverage not to exceed \$37.54.

Employees cannot take cash in lieu of medical insurance. Payment shall be for only those certified employees who elect to be included in the District's defined group coverage.

Health fringe costs will be considered part of the negotiated salary package.

#### **ARTICLE XIII -- Section 125 Flexible Benefit Plan**

The Board shall establish a fringe benefit package to comply with Section 125 of the Internal Revenue Code. Teachers who desire health policies will make up the difference in premiums. The choice of the provider will be made jointly by the employees and the employer.

The Board will provide the opportunity for each teacher to execute a salary reduction agreement once annually if additional benefits are selected. Once the annual allocation is made for each selected benefit, the only changes allowed are on account of, and consistent with, a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of child, and termination of employment of spouse), and fluctuation in health care premium. Participation in the plan will automatically cease upon termination of employee's employment.

Each teacher executing a salary reduction agreement for benefits shall allocate an annual sum to be used for the purchase of: (1) Group Health Insurance; (2) Disability Income Insurance; (3) Cancer Insurance; (4) K.P.E.R.S. Life Insurance; (5) Dental Insurance; (6) Dependent Child Care; (7) Unreimbursed Medical; (8) Prepaid Legal.

The Board shall provide each employee a description of the benefit coverage provided herein within ten (10) days at the beginning of the school year, or date of employment, which will include a clear description of conditions and limits of coverage as provided above. When requested by the employee, the Board shall provide applications and, when necessary, information about the programs.

• Recommend to develop a committee for benefits to include two teachers from each building, two classified, two Board Members and to be conducted by one administrator.

#### **SECTION XIV – Salary Schedule**

Base \$4000 2023-2024 **Step Inc. \$700 SALARY SCHEDULE** 

Level Inc \$1000

Master Inc \$1500

|    | BS    | BS+ 12 | BS + 24 | BS + 36 | MS    | MS + 12 | MS + 24 | MS + 36 |
|----|-------|--------|---------|---------|-------|---------|---------|---------|
|    | 40000 | 1000   | 1000    | 1000    | 1500  | 1000    | 1000    | 1000    |
|    | 700   |        |         |         |       |         |         |         |
| 0  | 40000 | 41000  | 42000   | 43000   | 44500 | 45500   | 46500   | 47500   |
| 1  | 40700 | 41700  | 42700   | 43700   | 45200 | 46200   | 47200   | 48200   |
| 2  | 41400 | 42400  | 43400   | 44400   | 45900 | 46900   | 47900   | 48900   |
| 3  | 42100 | 43100  | 44100   | 45100   | 46600 | 47600   | 48600   | 49600   |
| 4  | 42800 | 43800  | 44800   | 45800   | 47300 | 48300   | 49300   | 50300   |
| 5  | 43500 | 44500  | 45500   | 46500   | 48000 | 49000   | 50000   | 51000   |
| 6  | 44200 | 45200  | 46200   | 47200   | 48700 | 49700   | 50700   | 51700   |
| 7  | 44900 | 45900  | 46900   | 47900   | 49400 | 50400   | 51400   | 52400   |
| 8  | 45600 | 46600  | 47600   | 48600   | 50100 | 51100   | 52100   | 53100   |
| 9  | 46300 | 47300  | 48300   | 49300   | 50800 | 51800   | 52800   | 53800   |
| 10 | 47000 | 48000  | 49000   | 50000   | 51500 | 52500   | 53500   | 54500   |
| 11 |       | 48700  | 49700   | 50700   | 52200 | 53200   | 54200   | 55200   |
| 12 |       | 49400  | 50400   | 51400   | 52900 | 53900   | 54900   | 55900   |
| 13 |       |        | 51100   | 52100   | 53600 | 54600   | 55600   | 56600   |
| 14 |       |        | 51800   | 52800   | 54300 | 55300   | 56300   | 57300   |
| 15 |       |        |         | 53500   | 55000 | 56000   | 57000   | 58000   |
| 16 |       |        |         | 54200   | 55700 | 56700   | 57700   | 58700   |
| 17 |       |        |         |         | 56400 | 57400   | 58400   | 59400   |
| 18 |       |        |         |         | 57100 | 58100   | 59100   | 60100   |
| 19 |       |        |         |         | 57800 | 58800   | 59800   | 60800   |
| 20 |       |        |         |         | 58500 | 59500   | 60500   | 61500   |
| 21 |       |        |         |         |       | 60200   | 61200   | 62200   |
| 22 |       |        |         |         |       | 60900   | 61900   | 62900   |
| 23 |       |        |         |         |       |         | 62600   | 63600   |
| 24 |       |        |         |         |       |         | 63300   | 64300   |
| 25 |       |        |         |         |       |         |         | 65000   |

One time exception for the 2023-2034 school year\*
If you have been stalled on your steps of experience at USD 271, there will be a one time exception to adjust your years of experience to reflect the added years to the salary schedule.

# **ARTICLE XV -- Supplemental Schedule**

When a coach or sponsor completes 5 years consecutively, they will receive additional money on their supplemental the following years in which they continue to consecutively coach/sponsor. Head HS for 5 consecutive years \$100 on supplemental, Assistant \$50 on supplemental. Head JH for 5 consecutive years \$50 on supplemental, Assistant \$25 on supplemental. Sponsors at HS for 5 consecutive years \$100 on supplemental. Sponsors at JH for 5 consecutive years \$50 on supplemental. For the sponsors, if there is more than one it will be split when the individual completes year 5. We will begin this with the 2018/2019 school year. \*This is only for student lead organizations.

| Activities Director – High School |                 | \$3,432.00 (\$3,532.00 after 5 Consecutive years)  |
|-----------------------------------|-----------------|--|
| Activities Director – High School |                 | \$2,574.00 (\$2,674.00 after 5 Consecutive years)  |
| Basketball – High School          |                 |  |
| Dasketball – Flight School        | Head Coach      | #2 422 00 (#2 522 00 offer 5 Consequitive years)   |
|                                   |                 | \$3,432.00 (\$3,532.00 after 5 Consecutive years ) |
|                                   | Assistant Coach | \$2,392.00 (\$2,442.00 after 5 Consecutive years)  |
| Basketball - Junior High School   |                 |  |
|                                   | Head Coach      | \$2,080.00 (\$2130.00 after 5 Consecutive years    |
|                                   | Assistant Coach | \$1,643.20 (\$1,668.20 after 5 Consecutive years)  |
| Cross Country – High School       |                 |  |
|                                   | Head Coach      | \$2,496.00 (\$2,596.00 after 5 Consecutive years)  |
| Debate – High School              |                 |  |
|                                   | Head Coach      | \$819.52 (\$919.52 after 5 Consecutive years)      |
| Football – High School            |                 |  |
|                                   | Head Coach      | \$3,432.00 (\$3,532.00 after 5 Consecutive years)  |
|                                   | Assistant Coach | \$2,392.00 (\$2,442.00 after 5 Consecutive years)  |
| Football – Junior High School     |                 |  |
|                                   | Head Coach      | \$2,080.00 (\$2130.00 after 5 Consecutive years)   |
|                                   | Assistant Coach | \$1,643.20 (\$1,668.20 after 5 Consecutive years)  |
| Forensics – High School           |                 |  |
|                                   | 1               | I .  |

|  | Head Coach      | \$1,036.88 (\$1136.88 after 5 Consecutive years)  |
|--|-----------------|---|
|  |                 |   |
| Golf – High School                         |                 |   |
|  | Head Coach      | \$2,808.00 (\$2,908.00 after 5 Consecutive years) |
|  | Assistant Coach | \$2,288.00 (\$2,338.00 after 5 Consecutive years) |
| Strength and Conditioning –<br>High School |                 |   |
|  | Coach           | \$1,976.00 (\$2076.00 after 5 Consecutive years)  |
| Track – High School                        |                 |   |
|  | Head Coach      | \$3,432.00 (\$3,532.00 after 5 Consecutive years) |
|  | Assistant Coach | \$2,392.00 (\$2,442.00 after 5 Consecutive years) |
| Track – Junior High School                 |                 |   |
|  | Head Coach      | \$2,080.00 (\$2130.00 after 5 Consecutive years)  |
|  | Assistant Coach | \$1,643.20 (\$1,668.20 after 5 Consecutive years) |
| Volleyball – High School                   |                 |   |
|  | Head Coach      | \$3,432.00 (\$3,532.00 after 5 Consecutive years) |
|  | Assistant Coach | \$2,392.00 (\$2,442.00 after 5 Consecutive years) |
| Volleyball – Junior High School            |                 |   |
|  | Head Coach      | \$2,080.00 (\$2130.00 after 5 Consecutive years)  |
|  | Assistant Coach | \$1,643.20 (\$1,668.20 after 5 Consecutive years) |
| Wrestling – High School                    |                 |   |
|  | Head Coach      | \$3,432.00 (\$3,532.00 after 5 Consecutive years) |
|  | Assistant Coach | \$2,392.00 (\$2,442.00 after 5 Consecutive years) |
| Wrestling – Junior High School             |                 |   |
|  | Head Coach      | \$2,080.00 (\$2130.00 after 5 Consecutive years)  |
|  | Assistant Coach | \$1,643.20 (\$1,668.20 after 5 Consecutive years) |
|  |                 |   |

| Softball - High School |                 |   |
|------------------------|-----------------|---|
|                        | Assistant Coach | \$2,392.00 (\$2,442.00 after 5 Consecutive years) |

| Cheerleading - | - Junior High School                |   |  |
|----------------|-------------------------------------|---|--|
| Sponsor        |                                     | \$1,248.00 (\$1,298.00 after 5 Consecutive years)       |  |
|                |                                     |   |  |
| Cheerleading - | - High School                       |   |  |
| Sponsor        |                                     | \$2,080.00 (\$2,180.00 after 5 Consecutive years)       |  |
| C1 C           | - H:-1- C-11                        |   |  |
| Class Spolison | s – High School                     |   |  |
|                | Freshman Class<br>Sponsor \$156.00  | \$156.00 (\$256.00 after 5 Consecutive years)           |  |
|                | Sophomore Class<br>Sponsor \$156.00 | \$156.00 (\$256.00 after 5 Consecutive years)           |  |
|                | Junior Class<br>Sponsor             | \$1,560.00 (\$1,660.00 after 5 Consecutive years)       |  |
|                | Senior Class<br>Sponsor \$ 491.92   | \$491.92 (\$591.92 after 5 Consecutive years)           |  |
| Club Sponsors  | s – High School                     |   |  |
|                | FCCLA Sponsor                       | \$1,159.60 (\$1,259.60 after 5 Consecutive years)       |  |
|                | FFA Sponsor                         | \$1,684.80 (\$1,784.80 after 5 Consecutive years)       |  |
|                | KAY Sponsor                         | \$1,040.00 (\$1,140.00 after 5 Consecutive years)       |  |
|                | NHS Sponsor                         | \$364.00 (\$464 after 5 Consecutive years)              |  |
|                | Student Council                     | \$1,248.00 (\$1,348.00 after 5 Consecutive years)       |  |
| Music          |                                     |   |  |
|                | Instrumental                        | 5-12 \$2,392.00(\$2492.00 after 5 Consecutive years)    |  |
|                | Vocal                               | K-6 \$174.72/Grade (\$224.72 after 5 Consecutive years) |  |
|                | Vocal                               | 7-12 \$2,392.00 (\$2492.00 after 5 Consecutive years)   |  |
| Yearbook/New   | vspaper – High School               |   |  |
|                | Sponsor                             | \$2,273.44 (\$2,373.44 after 5 Consecutive years)       |  |
|                |                                     |   |  |

| PDC Committee                | 2                        |  |  |
|------------------------------|--------------------------|--|--|
|                              | Chairman                 | \$1,560.00   |  |
| (Compensation §              | given if chairman does n | ot receive release time during the school day)         |  |
|                              |                          |  |  |
| District Leadersl            | hip Team (4 teacher posi | tions) \$1000.00 each position \$1000.00 each position |  |
|                              |                          |  |  |
| Scholars Bowl –              | High School              |  |  |
|                              | Coach                    | \$624.00 (\$724.00 after 5 Consecutive years)          |  |
| Scholars Bowl –              | - Junior High School     |  |  |
|                              | Coach                    | \$546.00 (\$596.00 after 5 Consecutive years)          |  |
| School Play –<br>High School |                          |  |  |
|                              | Sponsor                  | \$624.00 (\$724.00 after 5 Consecutive years)          |  |
| Junior High –<br>Stuco       |                          |  |  |
|                              | Sponsor                  | \$624.00 (\$674.00 after 5 Consecutive years)          |  |
| Dance                        |                          |  |  |
|                              | Sponsor                  | \$520.00 (\$620 after 5 Consecutive years)             |  |
| Concessions                  |                          | \$1500.0   |  |
| Powerlifting                 |                          | \$2080.00  |  |

### **ARTICLE XVI – Extra Duty Pay**

Teachers shall have a duty free lunch period. However, those teachers serving in a supervisory or ticket taking capacity during the lunch period shall be compensated with a paid lunch. The practice has been for grades K-5 teachers to supervise during lunch.

Teachers who are paid a supplemental salary will not be paid extra duty pay in their assigned supplemental areas (i.e., Pep Club, FCCLA, FFA, Christmas Programs, Spring Music Programs, Awards Programs, Graduation, and Junior Class Sponsors) when sponsoring that activity after school, on weekends, or during a non-school day.

Administration shall determine the number of workers needed for an event and will set the starting times.

The following are work rates per hour for all district events. The hourly rate of pay will be paid to the minute.

Ticket Sellers , Concession Workers, Scorekeepers Supervisors and Volleyball Line Judges will be at the rate of \$10.00 per hour.

This pay schedule shall apply to non-regular school hours. This pay schedule will be on a volunteer basis. In the event that the positions are not filled with volunteers from the certified teaching staff, the District reserves the right to staff the remaining positions from within the community.

Payment for extra duties performed shall be made monthly.

#### **ARTICLE XVII -- Evaluation Document Procedure**

# Stockton U.S.D. No. 271 Licensed Personnel Evaluation Program **PHILOSOPHY**

The evaluation program of the Stockton Unified School District No. 271 schools is designed to promote professional growth and to improve the educational program of the instructional staff. Evaluation is recognized as an on-going process that takes place spontaneously as individuals perform their respective tasks in the school setting. The evaluation of instruction and the individuals involved in the teaching-learning process shall include both in and out of classroom observations as well as the manner in which professional business and other responsibilities are conducted. If the evaluation system is to be meaningful and productive, it must be based upon a positive attitude and encourage improvement. This evaluation program should be established on the premise that individuals perform better when they have developed goals for professional growth and improvement and when there is meaningful communication between teacher and administrator in developing and attaining those goals.

The primary objective of the school system is to provide the best instructional services to students.

The effectiveness of the instructional staff and each individual teacher is most important in the attainment of this primary objective. Each teacher shall strive for excellence and exhibit a desire to

contribute the best service possible to students and to the school system. It is the primary role of the school district to assist each teacher to achieve high performance objectives. We believe we have a responsibility to students, patrons, and staff to carry on a continuous program evaluation for all personnel in an effort to achieve maximum student growth. We believe that improvement of performance is always possible; a need for improvement does not necessarily imply incompetence. We believe that evaluation is a cooperative process wherein the individual evaluated and the person responsible for making the evaluation have a joint responsibility to achieve the best results.

#### **GUIDE FOR TEACHER EVALUATION**

How the evaluation is to be conducted (process): (Italics represent 1 year only 2014-2015)

- a. Self-evaluation using the form provided (electronic MCREL) *Self-evaluation for all staff completed by September 1st.* 
  - b. Principal's evaluation (MCREAL)

Evaluation sequence will consist of:
Pre-evaluation conference
Observation
Post-observation conference
Pre-observation conference
Observation
Post-observation conference
Summary evaluation conference

- c. Teacher-Principal conference where the teacher's self evaluation form and the principal's evaluation is discussed.
- d. A copy of the principals evaluation is to be filed in the principal's office with the signature of both the teacher and principal. Coopies are to be given to the teacher and superintendent. (copies of the personnel file will be printed and also housed on MCREL's servers).

#### PURPOSE OF THE EVALUATION

- 1. To provide opportunity for the teacher and administrator to objectively analyze the teacher's strengths and weaknesses so as to improve objectively analyze the teacher's strengths and weaknesses so as to improve in effectiveness as a teacher.
- 2. To provide a sound basis for promoting professional growth of the staff
- 3. To provide objective information so as to guide administrative discussions concerning the assignment, transfer, continued employment, and promotion of staff members.
- 4. To encourage teachers to self-evaluate their teaching effectiveness.
- 5. To clarify the performance expectations of the individual and make duties and responsibilities more clear.

6. Keep evaluation in a continuous process, assess its effectiveness periodically, and revise it as necessary.

#### **PROCEDURES**

- 1. All employees of Stockton Unified School District No. 271 who are required to hold a license will be evaluated.
- 2. Teachers will be evaluated by their respective building principal.
- 3. Guidelines for conducting a conference:
  - a. A conference should be scheduled as soon as possible after the visitation is made, but no later than seven (7) school days after the visitation is made, unless, absence, school closings, or other unusual circumstances prevent a conference. The conference will be scheduled between the evaluation and educator at a mutually convenient time. If a mutually agreed time cannot be determined the evaluator will then select a time.
  - b. The conference between the educator being evaluated and the evaluator should be held in private
  - c. Sufficient copies of the evaluation should be available. One copy to be given to the individual educator, one copy to be filed in the principal's office and one copy to be filed in the District Office.
  - d. The educator being evaluated must have an opportunity to sign a copy of the evaluation in order to acknowledge reading, receiving and going through a dialogue. The educator may make written comments which are to be included as part of the evaluation form. The written comments must be finished and a conference must be held between the educator and evaluator within fourteen school days after the initial conference.
  - e. The evaluator should discuss the following points with the educator being evaluated:
    - i. What was evaluated—both positive and negative aspects
    - ii. How to improve instructions or how to eliminate weakesses.
    - iii. Arrangements for follow up evaluation and/or a conference as needed.
  - f. The evaluator should be analytic and he should never make comparative remarks concerning other personnel.
  - g. If possible be prepared with material written in advance. At the conclusion both the educator and the evaluator should review what has been mutually agreed upon and major points discussions.
- 4. Should the teacher determine the evaluation by the principal is inaccurate, unfair, or incomplete, the teacher may request a review of the evaluation with the Superintendent of schools. This review request shall be made in writing within two weeks after the evaluation conference. The Superintendent's summary of the review shall be forwarded to the teacher and to the building principal, and shall be placed in the grievance file.

#### 5. DISPOSITION OF EVALUATION AND PERSONNEL FILES

- a. Evaluation documentents and responses thereto filed in the district office shall be placed in the personnel file for each educator for a period of not less than three (3) years from the date each evaluation is made.
- b. Except by order of a court of competent jurisdiction, evaluation documents and response thereto shall be available only to the educator, the BOE, legal council, the administrative staff making the same, the State Board of Education as provided by K.S. A. 72-7515, the BOE and the administrative

- staff of a school to which such educator applies for employment, and other persons specified by the educator in writing to their BOE.
- c. A master file of all material relating to an educator shall exist at the District Office (and on MCREL's Server). All materials placed in the educator's file and originating with the School District shall be available to the educator at his/her request for inspection in the presence of the person(s) responsible for keeping the file.

Material which is derogatory to an educator's conduct, service, character or personality shall not be placed in an educator's file unless the educator has had an opportunity to read the material. The educator shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.

The educator shall have the right to answer any material filed and his/her answer shall be attached to the official file copy.

6. This policy, together with the district's evaluation forms are to be included and adequately explained in all teacher handbooks. The teacher handbook shall be the official means of informing all teachers of the teacher evaluation program of the district

#### 7. EVALUATION DATES

- a. The first evaluation for 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> year teachers in this district shall be completed no later than sixty (60) school day of the first semester and the sixtieth (60) school day of the second semester. The first written evaluation will be a joint effort. The educator and the evaluator will each do a written evaluation \* (based on the MCREL system). A school day is school in session with students attending. Evaluation dates will begin as of the second semester of the 2014-2015 school year.
- b. Educators after their 4<sup>th</sup> year of employment in this district shall be evaluated once not later than February 15<sup>th</sup>. After their 4th year educators will be evaluated every 3 years.

#### **EVALUATION PROCEDURE**

- a. It is advisable for the evaluator to enter the classroom before the class begins and to remain for at least one half hour.
- b. At least two classroom visitations will take place. (see MCREL visitation sequence)
- c. The evaluator should act in a manner so as to minimize interruption of distraction of pupils or the person being evaluated.
- 8. The Superintendent of Schools shall report immediately to the Board any information or evaluation which may provide the basis for suspension or dismissal during the term of the employee's contract.
- 9. This policy shall be filed with the State Board of Education of the State of Kansas and any and all amendments thereto immediately upon adoption by the Stockton Unified School District No. 271 Board of Education.

- 10. A record shall be kept of each time an evaluation report is removed from the file for study.
- 11. Amendments to this policy other than those prescribed by law shall be developed by a joint committee of teachers, administrators, and Board representatives.
- 12. This evaluation policy became effective following the date of ratification of this agreement.

#### **Additional 2019-20 Agreements:**

- 1. It is agreed that a supplemental study committee shall be formed to look at:
  - (A) possibility of reformatting coaching assignments; i.e., one head 7-12 with 7-12 assistants; and,
  - (B) a system that rewards longevity.
- 2. A study committee will be formed to compare the current MCREL evaluation system with that of a possible replacement. The committee will be composed of 3 teachers, an administrator and a BOE member.

#### RATIFICATION OF AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as set out below:

Board of Education Stockton USD 271 Rooks County, Kansas

By Jesse Stithem, President

Stockton Teachers' Association

By Apple Tullage, Profitient

I, the undersigned, Clerk of the Board of Education, USD No. 271, do hereby certify that the President of the Unified School district Board of Education was authorized and directed to sign the above and foregoing agreement by a resolution adopted by the Board of Education of USD No. 271 at a meeting held on 14th day of December, 2023.

Clerk of the Board of Education Unified School District No. 271

I, the undersigned, Secretary of the Stockton Teachers' Association, do hereby certify that the President of the Association was authorized and directed to execute the above and foregoing contract at a legal meeting held by the Association on the 14th day of December, 2023.

Shane Austin, Secretary Stockton Teachers' Association

# **RATIFICATION OF AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as set out below:

Board of Education

| Stockton USD 271<br>Rooks County, Kansas  |   |
|---|---|
| By  Jesse Stithem, President  |   |
| Stockton Teachers' Association  |   |
| By<br>Crystal Dunlap, President   |   |
| I, the undersigned, Clerk of the Board of Education the Unified School district Board of Education was foregoing agreement by a resolution adopted by the held on 14th day of December, 2023. |   |
|   | Clerk of the Board of Education Unified School District No. 271 |
| I, the undersigned, Secretary of the Stockton Teacher<br>the Association was authorized and directed to exec<br>meeting held by the Association on the 14th day of                            |   |
|   | Shane Austin, Secretary Stockton Teachers' Association          |