

**MASTER AGREEMENT OF**

**U.S.D. 108**

**AND**

**WASHINGTON COUNTY**

**TEACHERS'**

**ASSOCIATION**

ratified August 2023



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# **MASTER AGREEMENT OF U.S.D. 108 AND TEACHERS' ASSOCIATION**

The following agreement contains all items which have been negotiated and agreed to by the Board of Education of USD 108 and the Washington County Teachers Association. It is agreed that this agreement contains all items which are in force and effect and is submitted for ratification as the complete agreement of the parties as of the completion of negotiations in the year 2023. It is specifically agreed that this Master Agreement shall be updated at the end of negotiations each year and that only those items set forth herein shall hereafter be considered as items negotiated and agreed to by said Board of Education and said Teachers' Association.

## **1. CONTRACT**

### **1.a. TEACHER'S BASIC CONTRACT**

The contract for employment of teachers in the School District shall be a contract in a form of the Teacher's Basic Contract marked Exhibit "B". *(Negotiated and agreed to in 1982, amended 2003)*

**For the 2023-24 school year, if inclement weather days are not used by the March 11-15, 2024 Spring Break, then two (2) days will be given on April 2 and April 3, 2024.**

- **If one inclement weather day is used, two days will be given**
- **If two inclement weather days are used, two days will be given**
- **If three inclement weather days are used, two days will be given**
- **If four inclement weather days are used, one day will be given (April 2, 2024)**
- **If five inclement weather days are used, zero days will be given.**

*(Negotiated and agreed to in 2023)*

### **1.b. ISSUANCE OF PAYCHECKS**

The School District shall pay each teacher one-twelfth (1/12) of his/her salary on the 10<sup>th</sup> day of each month during each year with the first payment due and payable on the 10<sup>th</sup> day of September of each year. All compensation to be paid by the U.S.D. No. 108 to each teacher shall be paid by direct deposit to the teacher's account. *(Negotiated and agreed to in 1996)*

### **1.c. SALARY SCHEDULE**

The teachers shall be paid for teaching based upon their respective positions on the Salary Schedule marked Exhibit "A". *(Negotiated and agreed to in 1999, amended 2004, 2006, 2007, 2008)*

#### **1.d. PLACEMENT ON THE SALARY SCHEDULE**

Unless employee has an education degree with hours earned to move across on the salary schedule, placement of new staff will be at the 130-hour column. An exception can be made for areas that are hard to fill as determined by the administration. (*Negotiated 2021*)

#### **1.e. CREDIT HOURS TO MOVE Laterally**

Credit hours to move laterally on the salary schedule must be graduate hours and fall within the District's Results Based Staff Development Plan unless prior approval of the administration has been obtained. The teacher's transcript or other evidence satisfactory to the district showing completion of hours must be received by September 1<sup>st</sup> to use the hours to move laterally the ensuing year. (*Negotiated and agreed to in 1996, amended 2004*)

#### **1.f. MASTER DEGREE**

Each teacher who has a Master Degree shall receive in addition to the salary set forth in the Salary Schedule, the sum of two thousand dollars (\$2000.00) per year to be paid one-twelfth (1/12) with each monthly paycheck. Any current certified employee on staff in the 2019-2020 school year and beyond is eligible for a one-time \$5000 Master's Degree bonus payment upon completion of a certified Master's Degree in the field of education and/or related topics. Proof of completion will need to be submitted to the district office prior to receiving the bonus payment. Any staff with a Master's Degree will be awarded a continuous and permanent downward step of \$500 in the current salary column placement. Any staff with a Master's Degree placed in the 220-hour column will not be "frozen" at 20 years with no future movement possible. Staff members at 20 years in the 220-hour column will be awarded a continuous and accumulative downward step of \$500 in the current salary column placement.

Teachers employed during the 2020-2021 school year and already receiving the continuous and accumulative downward step of \$500 will continue to receive this step down without having to move over to the 220-hour column. (*Negotiated and agreed to in 1986, amended 2003, 2006, 2019, 2020, 2021*)

#### **1.g. SPECIALIST**

To encourage the continued pursuit of education, certified staff who have a Master's Degree and at least 2 years teaching experience and enter into a district approved Specialist program will receive an additional \$1000 on the yearly salary. The Specialist Program must be completed prior to additional compensation being earned.

Hours earned towards an approved Specialist program will be eligible for reimbursement as stated in Item 11.

The Specialist Programs must be earned after the 21-22 school year. (*Negotiated and agreed to in 2022*)

## 1.h. TRANSITION TO TEACH

Staff who are not fully licensed to teach in a particular area or grade level and need to be in a Transition to Teach program, the following stipulations will apply:

1. If the Master's Degree earned will fulfill the requirements for a license to teach, the MS degree will not include the \$5000 bonus as previously stated under 1.f.
2. The candidate must be enrolled in the Transition to Teach (T2T) program to be on placed on the salary schedule.
3. If candidate is not enrolled in the T2T program, salary will be determined as the rate of pay for a substitute teacher.

This clause will be evaluated at the end of the 2023-24 school year. *(Negotiated and agreed to in 2023)*

## 1.i. ACTIVITY PAY SCHEDULE

<u>High School</u>	<u>Percent of Base</u>
Art club sponsor	3.5
Athletic Director	7.0
Cheerleader sponsor	6.0
Class sponsors	
Freshman	1.0
Sophomore	3.0
Junior	3.0
Senior	1.0
Coaches	
Head football, basketball, and volleyball coach	12.0
Assistant football, basketball, and volleyball coach	8.5
Basketball coach-Freshmen (only if there are at least eight (8) freshman games)	4.5
Bowling coach	8.5
Cross country coach	8.5
Golf coach	8.5
Golf coach-Assistant	5.5
Track coach-Head	12.0
Track coach-Assistant	8.5
Debate coach	4.0
Drill team sponsor	6.0
Drama coach – if more than one coach (per play per teacher)	5.0
Drama coach – if only one coach (per play)	6.5
FBLA sponsor	7.0
FCCLA sponsor	7.0
FFA sponsor	7.0
Forensics coach	8.0
International club sponsor	2.0
Music {vocal (3) and instruments (7)}	10.0

National Honor Society sponsor	1.0
PDC Chairperson (yearly stipend)	3.0
PDC Building Rep (2) (yearly stipend)	1.0
Pep club sponsor	6.0
Scholar bowl sponsor	8.0
Student council sponsor	4.5
Weight lifting supervisor except summer weight lifting	\$10 / hour
Yearbook	4.0

Assistant coaches in sports whose head coach is not employed as a teacher by U.S.D. No. 108 shall receive 1% more than the above specified amount each or if an assistant coach is designated as the head assistant, he/she shall receive 2% more than the above specified for assistant coaches in which event no additional amount shall be paid to any other assistant coaches in the sport; provided this provision shall not be applicable to assistant coaches who are not employed as a teacher by U.S.D. No. 108. The maximum additional amount to be paid to assistant coaches under this provision for any sport shall be 2%, which 2% shall be divided as agreed by the head coach and administration.

If a team advances into the extended season the coaches involved will be awarded the extended season compensation as follows: Coaches pay divided by (# weeks in season X 5 days) = daily rate of pay. Daily rate of pay X # days in extended season = extended season pay.

Should students qualify for FBLA or FCCLA nationals, the FBLA or FCCLA sponsor will be compensated a onetime stipend of \$1,200 per year, to be paid in the paycheck following completion of nationals.

High School Summer Duties

Summer band lessons \$12.00 per half hour lesson per student

Summer band	1 performance	\$ 100.00
	2 performance	150.00
	3 performance	200.00
	4 performance	250.00
	5 performance	300.00

Driver's Education Instructor

Driver Ed. Pay=Driver Ed. Teacher's Base / 184 / 8 hours per day

Summer weights and conditioning will be at least a 2-month, 5 days a week, at least 2 offered times per day event. Supplemental contract of \$3600 to be split evenly with the number of summer conditioning sponsors.

Junior High School

Percent of Base

Cheerleading Sponsor	3.0
Class Sponsors	
7 <sup>th</sup> Grade (2)	1.0
8 <sup>th</sup> Grade (2)	1.0



Coaches	
Head football, basketball, volleyball, boys track and girls track coach	8.5
Assistant football, basketball, volleyball, and track coach (as needed)	5.5
Scholar bowl sponsor	4.0
Vocal music	5.0

The compensation for the activities on the above schedule shall be based on the teacher's base pay and upon experience in U.S.D. 108 only.

The positions on the above activity schedule are for the purpose of establishing the compensation an employee hired for a position on the schedule will receive, and are not intended to indicate that the School Board is bound to hire an employee for a position thereon even though it has previously hired an employee for the position.

In case of a change of duties, the School Board reserves the right to increase or decrease the amount of compensation for any position listed on the activity schedule, and in particular, if the activity is carried on during school hours, there shall be no compensation other than the teacher's teaching salary.

The Board shall have the right to contract with any teacher for the performance of a duty which is not listed on the activity pay schedule under terms agreed to by the Board and the teacher.

Employment of teachers for the duties set forth on the activity pay schedule shall be by a supplemental contract. *(Negotiated and agreed to in 1995, amended in 2000, 2001, 2003, 2004, 2007, 2010, 2018, 2019, 2022)*

### **1.j. OUTSIDE EXPERIENCE**

Each teacher presently employed by U.S.D. No. 108 shall continue to receive credit for one-half (1/2) of his/her teaching experience in other school systems for purposes of placement on the salary schedule. Each teacher hired by U.S.D. No. 108 hereafter, who is not employed by U.S.D. No. 108 at this time, shall receive credit for all of his/her experience in other school systems for purposes of placement on the salary schedule. *(Negotiated and agreed to in 1988, 2006, 2007)*

### **1.k. EXTRA DUTY PAY**

Definition of Extra Duty – Extra Duty is time outside of the contract that does NOT require a professional license. Examples of Extra Duty are gate keeper, clock keeper, book keeper at athletic events, etc.

Definition of Professional Extra Duty – Professional Extra Duty is time outside of the contract that DOES require a professional license. Examples of Professional Extra Duty are, but not limited to, the following: Back to School Night, Math Night, Redesign Team, District Leadership Team, etc.

**Employees involved in the required LETRS training outside the contracted school day will be compensated with an additional \$1400 for the completion of the yearly training. This payment will be made with the June paycheck. LETRS training is NOT eligible for college credit reimbursement.**

Approval of Extra Duty classification for either category will be determined by the administration. Prior administrative approval is also required.

Extra Duty pay specifically limits ANY Professional Extra Duty pay to PRIOR Administrative Approval. Administration will indicate to staff BEFORE they complete an extra duty assignment if it is considered Professional or Regular Extra Duty. Unless a noted exception, supervisory duties are not considered Professional Extra Duty. Activities that require a professional license to complete are activities that will be considered for Professional Extra Duty pay.

Professional Extra Duty will be paid at the sum of twenty dollars (\$20.00) an hour.

The School District shall pay the sum of fifteen dollars (\$15.00) per hour to each teacher who volunteers for or is assigned the extra duty of ticket taker, supervisor at events outside school time, bus sponsor, track meet worker as timer, track meet worker for field events, assistant at county spelling contest, grade school teachers supervising classes at grade school music programs and handling speaker systems for programs, moderator at scholar bowl contest, judge at scholar bowl contest, operator for VTR machine at football or basketball games, and sponsor of trips to Shrine Circus.

The Board shall have the right to contract with any teacher for the performance of a duty which is not listed on the Extra Duty Pay Schedule under terms agreed to by the Board and the teacher. This duty must be negotiated the following year if it is to be continued.

The School District shall have the right to assign the above said extra duties as it deems necessary and each teacher employed by the School District is contractually bound to perform said extra duties by the terms of the Teacher's Basic contract; provided, however, the School District agrees that if the Teachers' Association provides the administration of the School District with a list of teachers who agree to perform said extra duties, the duties will be assigned to only those teachers on said list; and provided further, that if the Teachers' Association provides the administration with the name or names of teachers who will perform any particular duty on a certain day, the administration will not assign a different teacher or teachers to the particular day on that date for which there is a volunteer or volunteers; provided, the School District reserves the right to appoint the junior class sponsor and student council sponsor, and to appoint a particular teacher for a certain duty.

The School District reserves the right to determine the number of teachers necessary for any particular duty, the time any duty is to be performed, and all rights of an employer in regard to control and supervision of an employee in the performance of said extra duties.

In lieu of payment of \$15 an hour, an employee may work up to 32 hours extra duty in any given year. Those 32 hours can be traded for up to 2 extra personal days. Eight hours extra duty worked equals ½ day personal leave. Extra Duty personal days may only be used after the annual allotment of 3 days personal leave have been used. There is no yearly accumulation of Extra Duty personal days. *(Negotiated and agreed to in 1982, amended in 2004, 2007, 2018, 2020, 2021, 2022, 2023)*

## 2. LEAVE

### 2.a. PERSONAL LEAVE

Each teacher shall receive three (3) days of paid personal leave, which are non-accumulative, which may be taken at the discretion of the teacher for things other than sickness with notice given to the administration and consent of administration obtained. Teachers may also trade six (6) sick days for two (2) additional personal days if said teacher has thirty (30) or more sick days. (This provision can be used on a three (3) sick days for one (1) personal day basis in one half day increments.) No more than two (2) teachers **from the secondary and two (2) teachers from the elementary** may be on personal leave at one time unless extenuating circumstances exist. Personal leave will be granted on a first come, first serve basis. The teachers are to leave sufficient lesson plans regardless of the reason for the absence so a substitute can go ahead with the work of the class. The administration requests that personal leave not be taken during the last two (2) weeks of school. *(Negotiated and agreed to in 1997, amended in 2003, 2010, 2014, 2015, 2016, 2019, 2023)*

Personal leave can be taken in increments of in  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$  or full days.

- $\frac{1}{4}$  day = 2 class period at the Junior/Senior High School OR 2 hours at the elementary school.
- $\frac{1}{2}$  day = 4 class period at the Junior/Senior High school OR 4 hours at the elementary school.
- $\frac{3}{4}$  day = 6 class periods at the Junior/Senior High school OR 6 hours at the elementary school.

Personal Leave cannot be used immediately prior to or immediately following Thanksgiving Break, Winter Break and Spring Break. *(Negotiated and agreed to in 2019)*

Any unused personal days of the 3 allotted each year will be paid at the current substitute teacher rate. A half day of unused personal leave will be compensated at the  $\frac{1}{2}$  substitute teacher rate. Payment will be made with the final paycheck. *(Negotiated and agreed to 2018)*

### 2.b. SICK LEAVE

Sick leave may be accrued at the rate of ten (10) days per year up to eighty (80) days. If more than the accrued sick leave is taken, deductions will be made from the last paycheck of the year at the rate of  $\frac{1}{184}$  of yearly pay for each day over the sick leave. The teacher is to have sufficient lesson plans regardless of the reason for absence so a substitute can go ahead with the work of the class. Sick leave may be used for illness of any family member.

Teachers will be notified of accumulated sick leave days at the beginning of each school year which information shall be placed in each teacher's personal file. *(Negotiated and agreed to in 1996, amended in 2006, 2007, 2017)*

Emergency clause: Because life is unexpected and unplanned, up to three (3) of the employee's sick days each year can be used for emergency purposes. *(Negotiated and agreed to 2018)*

## 2.c. BEREAVEMENT LEAVE

Each employee will be granted up to 3 days of bereavement leave to be used at the employee's discretion to attend any funeral deemed necessary. Additional sick leave days may be used for bereavement leave, if approved by the administration. There will be no accumulation of bereavement leave days from year to year. *(Negotiated and agreed 2017)*

## 2.d. SICK LEAVE BANK

A sick leave bank will be established to aid certified employees in the event of an extraordinarily lengthy illness. The bank shall operate as follows:

- (1) At the beginning of each school year, a sick leave bank of forty (40) days shall be established which is not assigned to any individual. The sick leave provided by this bank shall be exclusive of any other sick leave provision and shall be limited to emergency situations such as prolonged illness or serious injury.
- (2) These days (40) will be the only days in the bank in any one (1) year. At the beginning of each school year thereafter, the Board will fill the bank to the original level of forty (40) days. Any days remaining in the pool at the end of the school year will not be cumulative. If all sick pool days are depleted, other teaching staff members may donate their unused sick leave days to replenish the pool upon approval from the Unified School District No. 108 Board of Education.
- (3) Any teacher may apply in writing to draw upon the bank in the event that a teacher has used all earned sick leave otherwise provided for in this agreement. Such application shall be made to the Superintendent along with an explanation of reasons for the request. In extreme situations, applications can be made after the lost time for illness and the request can be considered retroactive.
- (4) The sick leave bank shall be under the control of a committee which shall consist of the Superintendent, the building principal of the teacher requesting sick leave, one (1) board member, and two (2) teachers appointed by the association president.
- (5) The Superintendent shall notify the applicant in writing regarding the action taken on request.
- (6) **If days are granted and used from the sick leave bank, an employee may not collect any pay for unused personal days at the end of the school year.** *(Negotiated and agreed to in 1982, amended in 1998, 2001, 2023)*

## 2.e. LEAVE FOR TEACHER'S ASSOCIATION OFFICERS OR AGENTS

The School Board will credit three (3) days of leave to the Teacher's Association of U.S.D. No. 108 to be used by teachers who are officers or agents of the association and at the discretion of the association; provided, the association shall pay the School Board the sum of forty dollars (\$40.00) per day for said leave; and provided further, no one teacher shall use more than two (2) days of said leave. The association shall notify the Superintendent of U.S.D. No. 108 two (2) weeks in advance of the date said leave is to

be used and the teacher or teachers who will be using said leave. *(Negotiated and agreed to in 1975)*

### **3. HEALTH INSURANCE**

USD 108 will participate in a district sponsored health insurance program. The board will purchase for each certified full time teacher that is at least .48 FTE who enrolls in the district-sponsored health insurance program a single plan of health insurance. Any part time certified teacher that is at least .3 FTE who enrolls in the district-sponsored health insurance program will receive a pro-rated amount of .3 FTE. The Board will contribute 55% towards the dependent care plans. No cash in lieu of insurance is permitted.

Each employee enrolled in the district-offered health insurance program shall participate in any cost savings programs offered by the plan. Any employee choosing to not successfully participate will be responsible for payment of any additional cost to the plan.

A Health Insurance Committee consisting of three certified staff members, two classified staff members, the superintendent and one BOE member will meet annually, *OR AS NEEDED*, to make recommendations on the health insurance as provided by the district. The certified staff committee members will be appointed by the WCTA. *(negotiated and agreed 2017, amended in 2020)*

### **4. FRINGE BENEFITS**

Unified School District No. 108 shall operate a Cafeteria Plan. Each teacher shall become a participant upon electing to be a participant as set forth in said plan and shall be subject to the rules and regulations of said plan. The terms and provisions of said plan shall be subject to being changed at any time by the mutual consent of the School District and the recognized professional negotiating unit of the teachers of U.S.D. No. 108.

Unified School District No. 108 shall operate a 403(b) Plan. Each teacher shall become a participant upon electing to be a participant as set forth in said plan and shall be subject to the rules and regulations of said plan. The terms and provisions of said plan shall be subject to being changed at any time by the mutual consent of the School District and the recognized professional negotiating unit of the teachers of U.S.D. No. 108. *(Negotiated and agreed to in 1994, amended in 1999, 2001, 2006, 2007, 2009)*

### **5. PARENT-TEACHER CONFERENCES**

There shall be a parent-teacher conference held in the fall semester each year. When two evening conferences are held there will be a comp day placed within the school calendar to compensate the teachers' time. If deemed necessary, the administration shall schedule a second conference during the third quarter of the school year. *(Negotiated and agreed to in 1997, amended in 2002, 2006, 2016)*

## **6. LENGTH OF SCHOOL DAY**

The school day shall begin at 7:55 a.m. and end at 3:12 p.m. *(Negotiated and agreed to in 1995, amended in 2017)*

## **7. ELEMENTARY PLANNING TIME**

The elementary classes will be scheduled so as to provide each elementary teacher with at least one (1) period each day when students are attending either library, physical education, music or art classes and such periods for each teacher shall total at least two hundred twenty (220) minutes per week. *(Negotiated and agreed to in 1995)*

## **8. SECONDARY PLANNING TIME**

The secondary classes will be scheduled to provide each secondary teacher with at least 1 class period per day for planning purposes. *(Negotiated and agreed to 2018)*

## **9. IDP POINTS FOR SALARY SCHEDULE MOVEMENT BY TEACHERS WITH A MASTER DEGREE**

Points earned by a teacher with a Master's Degree under his/her Individual Development Plan under the U.S.D. No. 108 Staff Development Plan may be converted to hours of education to move across the salary schedule on the basis of twenty (20) points equal to one (1) hour; provided, no more than five (5) hours for IDP points can be acquired by a teacher to move across the salary schedule in any one year, and no more than ten (10) hours IDP points can be acquired by a teacher to move across the salary schedule in any period of five (5) consecutive years.

Each teacher shall be responsible for providing the district with verification from the Professional Development Council of IDP points earned for movement on the salary schedule. *(Negotiated and agreed to in 1993)*

## **10. EDUCATIONAL ENHANCEMENT PROGRAM**

Each teacher shall have the opportunity for educational enhancement by either paid professional leave to attend clinics and meetings in the teacher's area of interest or for participation in the Staff Development Plan adopted by U.S.D. No. 108 for the purpose of encouraging teachers to keep up with new developments in their particular subject areas and teaching methods.

U.S.D. No. 108 agrees to pay the sum of three hundred dollars (\$300.00) per year per certified teacher to be used for paying registration fees, lodging, meals, and transportation expenses incurred by a teacher participating in professional clinics and meetings and/or participating in the Staff Development Plan. For purposes of this provision, the year shall be July 1<sup>st</sup> through June 30<sup>th</sup> of the following year. Any amount of the \$300.00 allowance to each teacher not used by a teacher in any year shall not be carried over to any succeeding year or subject to use by any other teacher.

Educational enhancement money will not be used for workshops, conferences, seminars, etc. that are a direct result of U.S.D. No. 108 participation in QPA and OBE. These will be workshops that the PDC, Administration and/or Board of Education deem necessary for QPA and OBE implementation. Expenses incurred for these needs will be paid by U.S.D. No. 108 from funds other than educational enhancement money.

Application for participation in the Educational Enhancement Program must be made by June 10<sup>th</sup> of any year and shall be made with the teacher's principal. The principal shall forward the application to the PDC (Professional Development Counsel) and participation in the program shall be approved by the PDC. The PDC shall establish guidelines for participation, number of school hours used, and number of workshops attended when the activity is a non-service center activity.

In addition to paying for the aforesaid expenditures for educational enhancement, U.S.D. No. 108 agrees to pay for the substitute teacher, if one is necessary, for a teacher to participate in the educational enhancement program. *(Negotiated and agreed in 1994, amended 1998, 2013)*

## **11. REIMBURSEMENT FOR ADDITIONAL EDUCATIONAL HOURS**

**The District shall reimburse the actual cost of the credit hour or UP TO \$100 per credit hour, whichever is less for each hour of credit completed by a teacher which qualifies as an hour to move laterally on the salary schedule. Payment shall be made when the teacher's transcript is received by the District showing completion of the course, receipt of the credit, and proof of the payment.** Hours must be submitted within 12 months of completion to receive payment.

This applies to classes beginning after July 1, 2008. *(Negotiated and agreed to in 1985, amended in 2003, 2004, 2008, 2023)*

## **12. COMPENSATION FOR TEACHING OR SUPERVISING DURING FREE PERIOD**

If a teacher teaches or supervises a class during his/her free period because no substitute teacher for an absent teacher has been obtained, the teacher shall be paid at the rate of ten dollars (\$10.00) per period. Any payment due to a teacher for teaching or supervising a class during his/her free period shall be paid on a monthly basis. Teachers are required to submit any hours worked to the district office on the last day of each month. *(Negotiated and agreed to in 1995, amended in 2009; amended in 2017)*

## **13. INSERVICE TRAINING**

The District will provide a refresher course in first aid once every three years and a refresher course for CPR every other year as a part of teacher inservice training and the District shall supply the instructor for said refresher courses. In addition, a committee of the Washington County Teachers Association shall meet with the Administration of U.S.D. No. 108 in the spring of each year to make suggestions for speakers to be obtained for inservice training for the following year. The Administration and the teachers shall attempt

to arrive at a mutually agreeable speaker for inservice training. Attendance by each teacher is mandatory. *(Negotiated and agreed to in 1988, amended 2003)*

#### **14. REDUCTION OF STAFF**

In the event the Board decides that the size of the teaching staff must be reduced, guidelines in the rules or negotiated agreement shall be followed. Insofar as possible, reduction of staff shall be accomplished by attrition due to resignations and retirements.

The following steps will be utilized by the District's Administrative Staff to reduce the teaching staff:

To determine the number of teaching positions to be reduced, the Administrative Staff will ascertain the educational program for the district to meet the educational goals established by the Board. The number of teachers needed to implement the District's educational program will then be determined by the Administrative Staff based on those educational goals as determined by the Board.

All teachers will be evaluated in relation to the educational goals of the District. Individual qualifications and specific skill areas or discipline shall be ascertained and applied to the teacher needs of the District. Evaluation forms, instruments or tools will be used to measure each staff member's teaching ability.

In the event two or more teachers have similar qualifications and skills in a teaching area deemed necessary to fulfill the District's educational goals, the Superintendent and principal may recommend the more experienced teacher, if any, for the position in question.

Any certified employee who has not been reemployed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher would qualify. The Superintendent and Principal will recommend to the Board reinstatement of any such teacher whom he deems qualified and able to serve the best interests of the District. The Board shall not be required to consider reinstatement of any such teacher after a period of one (1) year from the date of non-renewal. *(Negotiated and agreed to in 1991)*

#### **15. ZERO HOUR CLASSES**

If, in the sole discretion of U.S.D. No. 108, there is a need for classes to be offered which cannot be scheduled during regular school hours, U.S.D. No. 108 may offer classes at a time or times outside of regular school hours. In the event that U.S.D. No. 108 determines to offer any classes at a time outside of regular school hours, it shall be authorized to contract with any teacher or teachers to teach such class. The compensation for teaching any class outside of the regular school day shall be mutually agreed to by the teacher and U.S.D. No. 108, and such agreement shall be a separate agreement from the teacher's principal or primary contract and be under a supplemental contract as defined in K.S.A. 72-5412a. Further, no other provision of the Master Agreement of U.S.D. No. 108 and the Washington County Teachers' Association shall be applicable to such contract. *(Negotiated and agreed to in 1991, amended in 2007)*



## **16. EXCESS CONTRACT HOURS FOR QPA AND OBE**

When requested by the Administration to participate in QPA and OBE programs, each teacher shall be paid the sum of eighty dollars (\$80.00) per day for hours used in the QPA and OBE process over the one hundred eighty-four (184) day contract of each teacher based upon an eight (8) hour day, with part days compensated on a pro-rata hourly basis. *(Negotiated and agreed to in 1994)*

Should the grading, scoring and/or compiling of scores for state mandated testing procedures require more than three (3) hours of a teacher's time outside of the normal school day, the Board agrees, at the teacher's request, to hire a substitute teacher to cover the teacher's classes during the time required to fulfill state mandated duties. *(Negotiated and agreed to in 1994, amended 2003, 2014)*

## **17. NOON HOUR DUTY**

One teacher for each grade in the grade school shall accompany the students in each grade to noon lunch unless the Administration approves less than one (1) teacher per grade. *(Negotiated and agreed to in 1991)*

## **18. GRIEVANCE PROCEDURE**

### **A. Purpose:**

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of Unified School District No. 108, Washington County, Kansas, at the lowest level.

### **B. Definitions:**

- (a) Grievance shall mean any alleged violation of the terms and conditions of an employee's contract of employment.
- (b) "Grievant" means an employee of the Unified School District No. 108, Washington County, Kansas, having a grievance.
- (c) 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 is possible. To that end, the number of days within 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.

#### **Level 1.**

Grievant shall first take up his grievance with his/her immediate administrative superior 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 event. If the employee is dissatisfied with the outcome of the initial private conference(s), s/he may request a formal conference with his/her immediate supervisor. Every effort should 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 five (5) school days of the last informal conference.

#### Level 2.

In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level 1, or in the event that no decision is reached within five (5) school days after a formal presentation, he/she may appeal the matter in writing to the Superintendent of Schools or his/her designated representative.

If the grievant appeals the grievance to the Superintendent, the Superintendent shall confer with the grievant in an effort to arrive at a satisfactory solution with five (5) school days after the Superintendent has received the appeal.

If the grievant does not appeal the grievance to the Superintendent within thirty (30) school days after the formal conference at Level 1, the appeal of the grievance shall automatically be waived.

#### Level 3.

If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within ten (10) school days after the date the grievance was filed with the Superintendent or designated representative under Level 2, then the grievant may appeal the grievance to the Board for the purpose of final adjustment of the grievance by submitting a written request to the Clerk of the Board within ten (10) school days after the Superintendent or designated representative has rendered a decision or after the expiration of said ten (10) days.

#### D. Rules for Conducting a Grievance Procedure Hearing at Level 3.

- (1) The hearing will be conducted in executive session.
- (2) Efforts will be made by all participants to eliminate repetitious testimony and/or materials to the Board; however, each participant will be given reasonable time to present his testimony and/or materials.
- (3) The grievant will make his/her opening remarks and present its findings in the case.
- (4) The administration will make its opening remarks and present his/her findings in the case.
- (5) Witnesses will be called individually by the grievant and administration to testify before the Board. The Board 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 may ask questions of all participants during the hearing.

- (8) A summary statement may be made to the Board by the administration at this time.
- (9) Any new material injected into any summary statement may be rebutted.
- (10) The Board will take the matter of the grievance under advisement and render its decision in written form to the grievant within thirty (30) days of the hearing.
- (11) The decision rendered by the Board shall be the final disposition of any grievance.

E. 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) Upon the final determination of the grievance, the documents, communications and records relating thereto, accepting a record of the grievance and the final adjustment thereof and excepting records required by law to be kept and maintained, shall be destroyed.
- (3) At each step of the procedure for adjusting grievances after the initial private conference(s) with his/her immediate administrative superior, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of 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 a time other than when school is in session, or when both parties are mutually available.
- (6) Excluded from the grievance procedure shall be matters for which law mandates another method of review.
- (7) Only the employees affected may file a grievance or an appeal from levels 1 and 2.
- (8) The filing of a grievance at all levels beyond the informal conference in Level 1 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, place and date of the event or act and the names and addresses of any witnesses thereto.
- (9) In the event a grievance is filed at such time it cannot be processed through all the steps in this agreement by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of forty-five (45) days thereafter.

The Board shall follow the rule below:

The Board, upon receipt of a complaint or grievance, may assign a hearing officer other than those involved in Level 1 or 2, to hear such complaint or grievance and make findings and recommendation to the Board. Such findings and recommendations shall be made to the Board within ten (10) days after the complaint or grievance has been assigned to the hearing officer. The Board shall rule upon such complaint or grievance

within thirty (30) school days after the receipt of the findings and recommendations of the hearing officer.

For commencing a grievance procedure hereunder, a grievant may use the form found on the website designated Exhibit C. (*Negotiated and agreed to in 1994*)

## **19. TEACHER APPRAISAL**

U.S.D. No. 108 will follow state statute with regards to teacher appraisal. State statute is as follows:

KSA 72-2409. Except as provided herein, provide that every employee in the first two consecutive school years of employment shall be evaluated at least one time per semester by not later than the 60th school day of the semester. Any employee who is not employed for the entire semester shall not be required to be evaluated. During the third and fourth years of employment, every employee shall be evaluated at least one time each school year by not later than February 15. After the fourth year of employment, every employee shall be evaluated at least once in every three years not later than February 15 of the school year in which the employee is evaluated.

## **20. PAYMENT FOR UNUSED ACCUMULATED SICK LEAVE FOR RETIREMENT**

After completion of a minimum of twenty (20) years of employment in U.S.D. No. 108, and upon retirement, a teacher shall be eligible to receive payment for unused, accumulated sick leave days (if teacher is employed in either U.S.D. No. 221 or U.S.D. No. 222 during the 2005-2006 school year, the years accumulated in that district will count towards total for years of employment). The teacher must also qualify for retirement as outlined by the Kansas Public Employment Retirement System (KPERs).

Said teacher(s) will be reimbursed for any unused accumulated sick leave days up to 80 days at the substitute teacher pay rate.

Payments for accumulated sick leave shall be paid to the teacher by June 30th of the year in which the teacher retires.

In order to receive accumulated sick leave payment upon retirement, a teacher shall:

- (a) notify the Board of Education of U.S.D. No. 108 by March 1st in the year in which he/she intends to retire in writing; and
- (b) submit a letter of resignation by March 1st in the year he/she intends to retire. (*Negotiated and agreed to in 2018*).

## 21. LONGEVITY BONUS

After completion of a minimum of twenty (20) years of employment in U.S.D. No. 108, and upon resigning their current teaching position, a teacher shall be eligible to receive payment for up to one-half of unused, accumulated sick leave days (if teacher is employed in either U.S.D. No. 221 or U.S.D. No. 222 during the 2005-2006 school year, the years accumulated in that district will count towards total for years of employment).

Said teacher(s) will be reimbursed for up to one-half of any unused accumulated sick leave days at the substitute teacher pay rate.

Payments for accumulated sick leave shall be paid to the teacher by June 30th of the year in which the teacher resigns. *(Negotiated and agreed to in 2018)*

## 22. MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, except as limited by the specific and express terms of the agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Kansas and of the United States, including but not limiting the generality of the foregoing, the right:

- (a) to the executive management and administrative control of the school system and its properties and facilities.
- (b) to hire all employees, and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal and to transfer all such employees.
- (c) to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- (d) to delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current teaching materials, and utilization of teaching aides of all kinds; and
- (e) to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of the teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of all negotiated agreements and Kansas Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Kansas and the rules and regulations promulgated by the Kansas State Board of Education and the Constitution and laws of the United States. *(Negotiated and agreed to in 1982)*

## 23. SAVINGS CLAUSE

If any provision of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. *(Negotiated and agreed to in 1982)*

The above and foregoing agreement correctly and accurately reflects the agreement reached by the Teacher's Negotiating Committee and the School Board's Negotiating Committee and said agreement is hereby submitted to the Washington County Teachers' Association and the Board of Education of U.S.D. No. 108, this 14<sup>th</sup> day of August, 2023.

  
\_\_\_\_\_  
WCTA President

The foregoing agreement is ratified by the Board of Education of USD No. 108, this 14<sup>th</sup> day of August, 2023.

  
\_\_\_\_\_  
U.S.D. No 108 School Board President

Exhibit A

Washington County Schools USD 108  
Salary Schedule for 2023-2024

Exp	130 hr	140 hr	150 hr	160 hr	170 hr	180 hr	190 hr	200 hr	210 hr	220 hr
0	41,400	41,800	42,200	42,600	43,000	43,400	43,800	44,200	44,600	45,000
1	41,800	42,200	42,600	43,000	43,400	43,800	44,200	44,600	45,000	45,400
2	42,200	42,600	43,000	43,400	43,800	44,200	44,600	45,000	45,400	45,800
3	42,600	43,000	43,400	43,800	44,200	44,600	45,000	45,400	45,800	46,200
4	43,000	43,400	43,800	44,200	44,600	45,000	45,400	45,800	46,200	46,600
5	43,400	43,800	44,200	44,600	45,000	45,400	45,800	46,200	46,600	47,000
6	43,800	44,200	44,600	45,000	45,400	45,800	46,200	46,600	47,000	47,400
7	44,200	44,600	45,000	45,400	45,800	46,200	46,600	47,000	47,400	47,800
8	44,600	45,000	45,400	45,800	46,200	46,600	47,000	47,400	47,800	48,200
9		45,450	45,850	46,250	46,650	47,050	47,450	47,850	48,250	48,650
10			46,300	46,700	47,100	47,500	47,900	48,300	48,700	49,100
11			46,800	47,150	47,550	47,950	48,350	48,750	49,150	49,550
12				47,650	48,000	48,400	48,800	49,200	49,600	50,000
13					48,500	48,850	49,250	49,650	50,050	50,450
14						49,350	49,700	50,100	50,500	50,900
15						49,850	50,200	50,550	50,950	51,350
16						50,350	50,700	51,050	51,400	51,800
17							51,200	51,550	51,900	52,300
18								52,050	52,400	52,800
19									52,900	53,300
20									53,400	53,800

Base: \$41,400

Master Bonus: \$2,000

Steps	Across:	\$400	(top row)
	Down:	\$400	
	and:	\$450	
	and:	\$500	

**Exhibit B**

Unified School District No. 108  
Washington County, Kansas  
Washington, Kansas

**Teacher's Basic Contract**

This contract, made and entered into, in duplicate, this \_\_\_\_\_ by and between the Board of Education of Unified School District No. 108, Washington County, Kansas, hereinafter called "Board" and \_\_\_\_\_, hereinafter called "Teacher".

The parties hereto agree that Teacher shall be employed by Board as an employee of said Unified School District No. 108, Washington County, Kansas for the school year of \_\_\_\_\_ as defined and scheduled by Board, which shall include 184 duty days of teaching at the salary of \$\_\_\_\_\_ per said year.

1. The services to be performed by Teacher hereunder shall be as determined and assigned by the Teacher shall be subject to the policies, orders, rules and regulations of the Board, however, said policies, orders, rules and regulations are not a part of this contract.
2. Pursuant to K.S.A. 72-8201a, the school district and board of education privy to this contract shall be responsible solely for the district's or board's actions or failure to act under this contract and shall not agree to nor be required to indemnify or hold harmless against damages, injury, or death resulting from the actions or failure to act on the part of any party to the contract other than the board or the district.
3. This contract shall be governed by and interpreted in accordance with the laws of the state of Kansas and under the jurisdiction of the courts of the state of Kansas as required by K.S.A. 72-8201b.
4. In addition to the terms set out in this contract, the parties agree to adopt the contract provisions prescribed by the Kansas Department of Administration in form DA-146a, as amended.
5. This contract is contingent upon Teacher being and remaining certified during the term of employment hereunder with respect to the position for which Teacher is employed as provided by law; and in the event Teacher shall be unable to furnish to and maintain with Board an applicable Kansas Instructor's Certificate to be in full force and effect during the term of employment hereunder, this contract shall be null and void or terminated and canceled.
6. As a condition to entering or continuing employment, Teacher is required to submit a certification of health signed by a licensed physician, the expense thereof to be borne by Teacher, as provided by K.S.A. 72-5213.
7. In the event the employment of Teacher hereunder shall be terminated prior to the expiration of the school year, the salary as herein before specified shall be adjusted and paid on the basis of that amount, which when added to the compensation theretofore paid, shall bear the same relationship to the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined and scheduled by the Board.
8. In the event Teacher is absent from duty except as hereinafter specified, deductions shall be made from the salary for each day of absence as provided by the rules and regulations of Board. Deductions shall not be made in the event such absence is covered by sick leave or the result of other authorized absence in accordance with and subject to the policies of Board.
9. This contract is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments thereof or supplements thereto respectively, and to all other applicable United States and Kansas laws.
10. The teaching assignment shall include these specified classes: \_\_\_\_\_

WITNESS OUR HANDS, on the day and year first above written.

UNIFIED SCHOOL DISTRICT NO. 108  
WASHINGTON COUNTY, KANSAS

By: \_\_\_\_\_  
President, Board of Education (By Authority and Direction)

ATTEST: \_\_\_\_\_  
Clerk, Board of Education

\_\_\_\_\_  
Teacher