

# **Circle USD 375**

## **2017-2018 Negotiated Agreement**



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**CIRCLE UNIFIED SCHOOL DISTRICT NO. 375**  
**2016-2017 NEGOTIATED AGREEMENT**

The following is the Negotiated Agreement between the Circle NEA and the USD #375 Board of Education, Butler County, Kansas. Said agreement shall become effective upon being duly ratified by a majority of all professional employees of the school district, except administrators, and by the Board of Education of the school district and shall be effective from and after July 1, 2017. Said agreement shall expire on June 30, 2018. No provision of this agreement shall continue beyond June 30, 2018, except that in the event that a successor agreement has not been ratified by that date, the provisions of this agreement shall continue in effect until such time as the negotiation process is completed in accordance with the statutes of the State of Kansas.

This agreement shall be reproduced by the Board of Education and presented to all professional employees now employed on or before September 1 of the new contract year and to those teachers hereafter employed by the USD #375 Board of Education for the 2017-2018 school year.

Should any part of this agreement be declared illegal then that part shall be deleted from the agreement. As used in this agreement the term “professional employee or teacher” shall mean and include all certified employees of the school district except administrators and substitute teachers.

Executed this 13<sup>th</sup> day of September, 2017.

II. GENERAL INFORMATION:

2004 A. Increments on this schedule are based on one step for each year of teaching experience. Teachers new to the district shall have their salaries figured according to the following formula: To the base salary add (years of experience times the dollars assigned to column 0) and (the dollars assigned to column 1 times the column number for which the teacher is qualified). Teachers returning in the district shall have their salaries figured according to the following formula: Last year's salary plus the column increment plus all increments because of moving from one column to another plus any increase in base. A copy of the salary schedule is located in Appendix B.

1998 B. The board agrees to provide a Cafeteria Fringe Benefit Plan in accordance with Section 125 of the Internal Revenue Code. Benefits offered include the following:

- 1) Health insurance
- 2) Salary protection insurance
- 3) Cancer insurance
- 4) Cash (only available if the Board makes a fringe benefit contribution in addition to salary)
- 1988 5) Dependent care assistance
- 6) Medical expense reimbursement

Number five (5) and six (6) are to be administered by a company of the Board's choice. The regulations allow for an employee salary reduction contribution to purchase the statutory nontaxable benefit which are listed one through six above.

2005 A copy of the IRC #125 "Cafeteria" Fringe Benefit Plan Agreement will be on file in the office of Circle Unified District #375 Board Clerk.

Tax sheltered annuities are not considered a statutory non taxable benefit under the new regulations and therefore are not eligible as a qualified fringe benefit under a Section 125 cafeteria plan. However, employees may continue to purchase voluntary tax sheltered annuities (403b Annuities Plan) under a normal salary reduction agreement.

2009 C. BOE pays \$35 per year toward membership in either Wichita or El Dorado YMCA.

2016 D. Each employee shall be paid in twelve equal installments on or before the 20<sup>th</sup> of each month. The board agrees to provide direct deposit of teacher pay for all employees. Such deposits will be magnetically transferred to a financial institution of the district's choice and then transferred to the employee's financial institution of choice. The board will assume any charges for the transfer to the district's financial institution but will not assume any charges to financial institutions selected by the employees. Requests for changes in direct deposit will be considered on a case by case basis.

2005 E. All Teachers will receive an activity pass for their family (husband, wife, and children of high school age and under, living at home) to all school activities;

excluding KSHSAA sponsored activities, regional and state tournaments in the unified district.

These passes are not transferable and misuse will void the pass.

- 2011 F. A teacher currently under contract shall be declared under contract – unless duly informed according to Kansas Statute – for the next teaching year. Written notice to terminate a contract may be served by a board upon any teacher prior to the time the contract has been completed, and written notice of intention to non-renew a contract shall be served by a board upon any teacher on or before the third Friday in May. A teacher shall give written notice to a board that the teacher does not desire continuation of a contract on or before the 14th calendar day following the third Friday in May or, if applicable, not later than 15 days after the issuance of a unilateral contract as authorized by K.S.A. 72-5428a, and amendments thereto, whichever is the later date.
- New teachers coming into the District shall be declared under contract when their contract has been approved by the Board of Education.
1. In the event any teacher resigns or fails to honor the terms of their contract after the effective date set out below, the Board and teacher agree that the teacher shall pay the Board liquidated damages. The Board will accept the resignation of a teacher tendered after May 15 upon receipt of:
    - a. \$500 for a resignation received between June 1 and June 30
    - b. \$750 for a resignation received between July 1 and July 31
    - c. Four percent (4%) of the teacher’s contracted salary for a resignation received after July 31<sup>st</sup>, and prior completion of the contract term.
    - d. Any release from contract for any resignation received after August 1 or later is further conditioned upon the Board hiring a qualified and certified replacement as determined by the Board.
  2. Liquidated damages shall be paid by the teacher to the Board of Education prior to the Board accepting the resignation of the teacher and releasing the teacher from their contract.
  3. In the event that the Board owes the teacher an addition salary amounts after the teacher resigns or fails to honor the contract, the Board may deduct the amount of agreed liquidated damages from the amount owed to the teacher by the Board.
  4. The Board reserves the right to waive the monetary provisions of this Agreement for Liquidated Damages if, in the opinion of the Board, such waiver is appropriate.
- 2014 G. Certified staff that notify the district office with a letter of resignation by the last day in January will receive a \$750 stipend, or a \$500 stipend if resignation is received by the last day in February.
- 2011 H. At the election of the District, any certified employee injured on the job will be subject to immediate testing for drug and alcohol use. The use of alcohol, illegal drugs or the unauthorized use of prescription drugs may result in discipline

up to and including termination. The employee will have the burden of showing the use of any scheduled drug was legally prescribed.

### III. EXTRA DUTY PAY:

- 2008 A. Teachers who accept extra duty assignments for the purpose of working at school events, and who are not being paid on a supplemental contract for that event will be compensated at the rate of \$10.00 per hour. Transporting students to events in a school van will be considered part of the supplemental contract. Therefore, faculty who request to transport students will not be paid in addition to their supplemental contract.
- 2008 B. Teachers who are assigned to curriculum committees that meet outside the school day will be compensated at the rate of \$17.00 per hour.
- 1998 C. Supplemental pay is to be provided per the schedule located in Appendix C.
- 1998 D. Special Remuneration:
1. Remuneration received by the district earmarked for a teacher who has served as a cooperating teacher for a student teacher shall be paid to the appropriate teacher. Such remuneration shall be subject to standard payroll obligations including taxes.
  2. Remuneration received by the district for offering dual credit in conjunction with a college or university shall have that portion of the remuneration which is for teacher time spent outside of the school district's contract time paid to the teacher. Such remuneration shall be subject to standard payroll obligations including taxes.
  3. Remuneration received by the district designated to compensate teachers for non-contract time shall have that portion of the remuneration which is for teacher time spent outside of the school district's contract time paid to the teacher. Such remuneration shall be subject to standard payroll obligations including taxes. An example of this pay would include summer inservice where the inservice provider pays a stipend to the district for each staff member who attends.
- 2001 E. The board will develop and distribute a form to be submitted by the teacher by the date each month establish by the District; however, no request for compensation will be honored after two (2) reporting dates have passed. This form is for additional compensation. Additional compensation includes meetings with parents before 7:30 AM or after 4:30 PM with principal authorization.
- 2007 F. In the event any teacher is reassigned by their building principal after the effective date set out below, the Board shall compensate the teacher in the following amounts:
- a. \$500 for a change of teaching assignment received between July 1 and July 31

- b. \$750 for a change of teaching assignment received between August 1 and September 10
- c. \$1000 for a reassignment received after September 10 and prior to the completion of the contract term

A changed teaching assignment shall include a change of grade level at the elementary school or change of subject area at the middle school or an additional prep at the high school.

#### IV. SICK LEAVE

- 2002 A. Twelve (12) sick leave days will be granted to each certified employee at the beginning of the contract year regardless of present accumulated sick leave. Days not used during the contract year may be accumulated to 76 days. The maximum amount of sick leave available to a certified employee is the total of the accumulated leave plus the yearly allotment. The maximum allowable would be 76+12 or 88 days.
- 2012 B. Twelve (12) days of sick leave per year may be used for illness in the immediate family and/or other emergency situations. Requests for use of sick leave in excess of Twelve (12) days per year for illness in the immediate family and other emergency situations may be approved by the administration. Sick leave days may also be used to attend funerals.
- 2002 C. Certified staff will receive substitute teacher remuneration for all sick leave days accumulated in excess of 76. Payment for unused sick leave as stated above shall be made in one payment with the June payroll.
- 2010 D. When an employee retires (as defined by taking the unreduced KPERS retirement option or Social Security) and has accumulated sick leave at the end of their last contract year; the Board will pay \$60.00 a day for up to 2/3 of the total accumulation of sick leave with a maximum of 50 days in one lump sum payment. After an employee is in the district 10 years, they may be paid an additional five (5) days for a total of 55 days. If the employee also qualifies for the district service requirement of Paragraph B of the Early Retirement provision of Article XXI of this agreement, that employee will receive an additional \$30.00 per day for up to 2/3 of the total accumulation of sick leave with a maximum of 55 days in one lump sum payment.
- 2001 E. An employee planning retirement may select a beneficiary to receive this payment in the event of the employees' death before payment is made. If multiple beneficiaries are selected, they shall share in the benefit as per the written directions left by the employee. The designated beneficiary or beneficiaries for each employee shall be kept on file in the central office.
- 2008 F. After all accumulated sick leave and sick leave bank days, if approved, have been used a teacher will receive full pay, minus the compensation paid to his/her substitute teacher for the remainder of the contract year if the applicant meets the requirements of Family Medical Leave Act. A request to use days from the sick leave bank beyond accumulated sick leave may be made to the BOE.

- G. Obvious and flagrant abuse of sick leave will result in loss of all accumulated sick leave.
- 1998 H. In the case of sick leave use due to on-the-job injury, sick leave may be used in increments, pro-rated to that portion of daily pay not covered by Worker's Compensation payments.
- 2012 I. A sick leave bank with the following provisions shall be available to teachers:
- Days in the bank shall be accrued from the unused and unpaid sick leave from retiring employees and non-returning staff until a maximum amount of 200 days is reached. If the bank is totally depleted during the year, teachers could voluntarily donate a day of their own sick leave to increase the days in the bank.
  - No one may use the sick leave bank until his/her sick leave is exhausted.
  - An employee may not use more days from the bank than the employee has in accumulated sick leave at the beginning of the school year.
  - Use of the bank for serious injury or illness of the employee or the employee's immediate family shall require majority opinion of the sick leave committee. Use of the sick leave bank shall be limited to serious injury or illness of the employee or employee's immediate family.
  - The sick leave committee shall be composed of the CNEA president, the teacher's building principal, and two teachers from the CNEA insurance committee as designated by the CNEA president except that a teacher who is requesting days from the bank shall not serve on the committee for that request. The committee's decision will be given in writing to the employee and superintendent. Appeals of the sick leave bank committee may be made to the superintendent within 10 days of the committee's action.
  - Employees shall be entitled to maternity leave as defined by the Family Medical Leave Act. Any leave request prior to the birth of the child(ren) as recommended by a treating physician shall be taken from available sick leave.
  - Maternity/Paternity leave shall be available immediately following birth and/or adoption of the child(ren).
    - Paid Maternity/Paternity leave is limited to a maximum of six consecutive calendar weeks, *if the employee has 30 or more days of sick leave available.*
    - If the employee does not have 30 days available in sick leave, the employee must first use all available personal leave and sick leave. Then the employee may request up to five (5) days from the sick leave bank. After the sick leave bank days are used, additional days are unpaid.
    - Should a physician mandate additional leave, such leave would be permitted to the extent of accumulated sick leave. After all accumulated sick leave and sick leave bank days have been used a teacher will receive full pay, minus the compensation paid to his/her substitute teacher at the long term substitute wage for the duration of the leave.
    - If the birth of the child(ren) occurs near the end or beginning of a school year, the summer months shall be considered part of the six (6) week maximum paid leave.



- The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to: Twelve workweeks of leave in a 12-month period for: the birth of a child and to care for the newborn child within one year of birth; the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.  
([www.dol.gov/whd/fmla/](http://www.dol.gov/whd/fmla/))

V. PERSONAL LEAVE:

- 2005 A. A maximum of three (3) days personal leave will be allocated to each teacher per year and may be used at the discretion of each teacher. Teachers shall properly file a written form of notification in advance with the administrator in charge and the superintendent.
- a) Personal leave must be taken prior to the final two weeks of school except, in cases of emergency and/or when authorized by the administrator in charge.
  - b) Personal leave cannot be taken the day before a vacation or holiday begins, nor on the day after a vacation or holiday ends, nor on parent-teacher conference days, nor on days school is dismissed early for staff development, except in cases of emergency and/or when authorized by the administrator in charge. Weekends are considered to be part of the vacation/holiday whenever they immediately precede or follow a vacation/holiday.
  - c) Personal leave cannot be taken in less than one-half day increments, except, in cases of emergency and/or when authorized by the administrator in charge.
  - d) Unused personal days may be carried over into the next school year with a maximum accumulation of four days. No more than three days may be used consecutively.
  - e) Teachers who have used all their personal leave may take additional leave with recommendation of their building principal and approval of the superintendent. Substitute pay will be deducted for each day used.

Authorization of emergency leave will not be unreasonably withheld.

The unused portion of personal leave days will be paid at the current substitute teacher rate per day in ½ day increments. Days that are paid for under this provision will not be carried over into the next year. This will be paid not later than June 20.

VI. PROFESSIONAL LEAVE:

- 2000 A. Teachers shall submit requests for professional leave through the building principal to the Superintendent who will have final approval. These requests must be submitted on the district leave request form. Each individual teacher may request two (2) days of professional leave per year. Additional days of professional leave may be permitted subject to approval of the administration. This leave is non cumulative.

- B. In the event a teacher has been requested, assigned and/or volunteered to attend an approved workshop, conference, meeting or training during a contract day(s) and circumstances occur that cause classes to be canceled and/or dismissed for all or part of that contract day(s), and if the canceled day is required to be made up through an extra day of school, that teacher who attended the professional leave opportunity shall be remunerated for the additional day of work or shall be provided an additional personal leave day.

In the event that a teacher has been required to attend a professional leave opportunity during a non-contract day designated as a “workday” on the calendar, that teacher will be reimbursed with a choice of substitute pay or an additional personal day.

#### VII. ASSOCIATION LEAVE:

- 1998 A. At the beginning of every school year, the Association shall be provided with ten (10) days of paid leave to be used by teachers who are officers or agents of the Association for NEA, KNEA, CNEA or negotiation business. The Association agrees to notify the Superintendent no less than 72 hours in advance of taking such leave. No more than two (2) teachers shall take Association leave from any building on the same day. No one teacher may use more than five (5) days of this leave during a school year.

#### VIII. INCREMENTS BASED ON ADDITIONAL COLLEGE CREDIT OR INSERVICE POINTS:

- 1998 A. Additional hours must be from an institution accredited by the State of Kansas, the Kansas State Board of Education or recognized by that body as an institution where credit is accepted by the Kansas State Board of Education for recertification purposes.
- 1984 B. Movement on the salary schedule will be granted for graduate classes. Movement will also be granted for non-graduate hours with prior approval by the Superintendent of Schools.
- 1998 C. Inservice Points: The district will count “out” points as earned in USD 375 for salary schedule advancement on a conversion of 20 points is equal to 1 college hour. “Out” points shall be as defined by the Professional Development Council and approved by the board. Staff newly hired to the district shall be awarded those inservice points approved by a Kansas school district used for salary schedule placement in that district. Said points shall be verified by the previous employer.

#### IX. TEACHER CONTRACTS/PROFESSIONAL DAY:

- 1966 A. All teacher contracts shall call for 184 days which will include attendance at all required professional meetings.
- B. The continuing contract law will apply to teachers’ contracts.

- 1998 C. Teachers may receive a revised contract before the first payday if they become eligible for a new classification. In order to be eligible for movement on the salary schedule, all course work must be completed prior to the first day of September and a transcript of course work or a PDC transcript for approved inservice points must be provided within sixty (60) contract days of the start of school.
- 2012 D. Hours and Amounts of work/workday:
1. Arrival and Departure Time: All teachers shall be required to report for duty no earlier than 30 (thirty) minutes before the published start time of the school day and shall be permitted to leave 30 (thirty) minutes after the end of school. On days when a late start or early release has been scheduled for reasons other than those associated with holidays, vacations or inclement weather, teachers shall be expected to report to and remain on duty in accordance with the normal duty times associated with regular school days. On Fridays or on days preceding holidays or vacations the employee's day shall end after the majority of the students have left the building. Teacher attendance shall not be required on any day all district schools are closed due to inclement weather or other emergencies.
  2. Professional development will be scheduled by the Board of Education each year. Five minutes were added to the instructional day in 1998 to account for the 900 minutes allocated to early releases/late starts. The purpose of such professional development times shall include but not be limited to:
    - ✓ planning as grade level/department teams
    - ✓ planning with Title I and special education teachers
    - ✓ planning with elective curriculum areas – music, PE, art, technology, etc.
    - ✓ planning with cross grade level teams/ interdepartmental teams
    - ✓ for improvement teams to work with the school improvement plan – developing strategies, evaluating data, developing implementation plans, etc.
    - ✓ for staff to meet with the school improvement team – whole group input, evaluation, etc.
  3. Teachers shall be encouraged to participate with the administration and the administration shall consider their input in the planning of professional activities to occur during professional development time. If the planning group consisting of teachers and the building principal believes it is appropriate, up to half the time of any professional development day may be used to complete other professional activities suggested by the faculty. However on the day prior to the beginning of school, and the days at the end of the first and third nine weeks, teachers will be responsible for developing their own professional development activities and having their activities approved by the building administrator. Professional development activities may include instructional planning, classroom participation and preparation time for parent teacher conferences and /or grade cards.
  4. In the event an employee is required to perform other tasks daily during such "Preparation Time", the employee shall be paid additional compensation at the extra duty rate of \$10 per hour. Preparation Time will be interpreted as

the 30 minutes before and 30 minutes after the beginning and end of the published school day.

- 2015 E. Planning Period:
1. Each teacher in the high school (9-12) will be provided a daily planning period equal to one teaching period.
- 2007
2. The daily teaching load in the middle grades (7-8) shall not exceed 6 ¼ (six and one quarter) hours of pupil contact per day. Each teacher will be provided a daily planning period equal to one teaching period.
- 2002
3. The daily teaching load in the elementary grades (K-6) shall not exceed 6 ¼ (six and one quarter) hours of pupil contact per day. Every attempt shall be made to schedule teachers so that each teacher can have 250 minutes of planning time per week with a minimum of 40 consecutive minutes on each student contact day. In the event that an elementary teacher is not able to be scheduled to receive 250 minutes per week, that teacher will receive additional compensation in lieu of planning time equal to \$500.00 per year or \$250 per semester for each 50 minutes of lost planning time per week. In the event that an elementary teacher is not able to receive planning time in blocks of not less than 40 consecutive minutes, that teacher shall receive additional compensation of \$250 per year for the inconvenience of split planning. Additional compensation for lost or split planning time shall be based upon the scheduled planning time and not on isolated events when other activities may interfere with the normal schedule.
- 2015
4. In the event that an alternative form of schedule is recommended by a school faculty and administration, the board may modify the scheduled teaching periods and planning time to accommodate such a schedule. Such recommendation by a school faculty and administration (that building's principal and superintendent) shall be measured by a 51 percent vote of that school faculty. The voting will be conducted by the building administrator and the building CNEA representative. It will consist of a paper/pencil anonymous vote limited to current USD 375 teachers covered under the Negotiated Agreement. Teachers absent on the day of voting will have up to a week to submit their ballot.
- 2004 F. Extended Contract Provision:
1. Librarians, Middle School Counselors and Elementary Counselors shall have an extended contract of 10 days. High School Counselors shall have an extended contract of 15 days. The Carpentry Instructor shall have an extended contract of 20 days. Compensation for extended contracts will be calculated by dividing the certified employee's regular instructional salary without supplementals or other added compensation by 184 to determine daily rate. This daily rate is then multiplied by the number of days of the extended contract.

2. The Circle USD #375 Board of Education reserves the right to shorten or discontinue the “Extended Contract Provision”, as the need occurs.

2006 G. Part Time/Shared Time Employment

1. The board may employ part time or shared time staff members as the needs of the district dictate. The board shall not generally consider part time/shared time contracts of less than one-half time per person.
2. Each employee shall be compensated for a part time/shared time contract according to the prorated time of the contract. In addition to the normal work day, each part time/shared time employee shall be expected, as part of the employment contract, to attend all faculty meetings, inservice opportunities, parent-teacher conferences, and meetings during teacher work days as part of the expectation of the position even if said meetings occur beyond the prorated work time. Each shared time employee shall be compensated an extra two (2) percent of the base in recognition of duties which may extend beyond their portion of the work day.
3. Each part time/shared time employee shall matriculate on the steps of the salary schedule at the rate of one step per year of part time/shared time employment.
4. All leave and benefits shall accrue and be payable in the same proportion of the part time/shared time contract. Accumulated benefits previously earned shall be retained and shall be usable with each “day” being equal to the scheduled work day under the part time/shared time contract.
5. In the event of a shared time contract, both employees sharing the contract shall be expected as part of the basic contract to coordinate the instructional program provided by that contract. In the event of a resignation in a shared time contract, the remaining person of the team shall be included as a member of the selection team for the replacement.

X. MILEAGE:

1998 A. Mileage will be paid in accordance with the rate established by the State of Kansas.

2003 B. Any teacher who teaches in more than one building during the day will be paid the appropriate mileage rate for travel between schools. This mileage is limited to school-to-school travel.

XI. NEGOTIATED ITEMS:

1998 All items which have been negotiated will be reduced to writing and included in the negotiated agreement between NEA Circle and the Board of Education. Said items shall be dated to indicate that they are negotiated items.

XII. LUNCHROOM SUPERVISION:

2006 A. Certified staff will have a 25 minute duty free lunch break.

XIII. HANDBOOK:

It is agreed that Circle NEA be provided a copy of the board policy handbook for its use.

XIV. SCHOOL CALENDAR:

1978 The administration will present the school calendar to the association's negotiating team for input.

XV. SUBSTITUTE PAY:

2004 In the event of a teacher's absence from school, any teacher asked to cover a class during his/her planning period will be compensated by an amount prorated to one-fifth of the daily substitute's pay at the elementary level, two-ninths of the daily substitute's pay at the middle school and one-fourth of the daily substitute's pay at the high school level.

XVI. GRADUATE HOUR PAY:

2006 Certified staff will be reimbursed for graduate hours required for recertification up to \$100.00 per each graduate hour as documented with receipts. This will take effect with course work completed after July, 2008. Tuition reimbursement will be paid at the time of recertification only.

XVII. GRIEVANCE PROCEDURE:

2008

**CIRCLE USD 375 GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance: A complaint by a professional employee which is based on an alleged violation, misinterpretation or misapplication of some part of the professional agreement.
2. Administration: All district certified employees who are assigned administrative or supervisory responsibilities by the board of education.
3. Grievant: The person making the complaint.
4. Days: Except when otherwise noted, days shall mean working school days.

B. Grievances of professional employees shall be handled as follows:

Level One. The grievant shall request a conference with the administrator of the school involved within 30 days after the grievance occurs. If a satisfactory resolution is not forthcoming, the grievant will meet formally with the administrator and file a Grievance Report Form with copies signed by both the grievant and the administrator. The grievant will then present copies of signed Grievance Report Form to the superintendent and association president. If the grievant has been unable to have a conference with the administrator and/or been unable to get the administrator to sign the Grievance Report Form, the grievant may file the Grievance Report Form directly with the superintendent within 45 days after the grievance occurs.

Level Two. The superintendent will review the grievance, together with any additional information or oral argument. Within 10 days after delivery of the grievance at the superintendent's office, the superintendent shall render a written decision. The superintendent shall mail or deliver a copy of the decision to the association president and to the grievant.

If a decision satisfactory to the grievant has not been reached through the above procedures, the grievant may appeal the decision, on the acceptable form, to the board of education within 10 days after the receipt of the decision of the superintendent. The board of education will review the grievance and the record of the above procedures and will hear the matter in dispute within 60 days.

Level Three: If a decision satisfactory to the grievant has not been reached through the above procedures, the grievant may appeal the decision, on the acceptable form, to the board of education within 10 days after receipt of the decision of the superintendent. The board of education at the next regular board meeting, or earlier, will review the grievance and the record of the above procedures and will hear the matter in dispute. Any pertinent evidence or argument which the grievant desires to submit or which the board deems necessary will be presented at such hearing. The parties shall have the right to question witnesses who are called to testify.

Within 5 days of the hearing, one copy of the board's decision shall be mailed or delivered to both the association president and the grievant and one copy to the superintendent.

No reprisals of any kind will be taken by the board or by any member or representative of the administration against any aggrieved person, any party in interest, any grievance representative, or any other participant in the grievance procedure by reason of such participation.

### C. Rules

Grievances shall be processed according to the following rules:

1. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended or decided by the administration at the last step.

2. In the event a grievance is not filed or processed in the manner and within the times set forth above, it shall be forever barred.
3. Grievances shall be processed as rapidly as possible. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process in a shorter period of time. The parties may mutually agree in writing to extend any of such time periods.
4. It is agreed that the grievant may request and receive information in the possession of the board necessary for the processing of said grievance and to which the grievant is entitled by law.
5. The grievant may withdraw the grievance at any level.
6. All parties shall have the right to have counsel or a representative present with them at each phase in the formal grievance procedure.
7. It is agreed that nothing in the above procedures be interpreted in such a way as to modify or reduce the rights guaranteed under the Constitutions and Laws of the United States and the State of Kansas.

D. A copy of the grievance form is included in this agreement as Appendix A.

XVIII. DISTRICT INSURANCE PROGRAM:

- 2003 A. All school district employees who are eligible for retirement under the Kansas Public Employees Retirement System (KPERs) will be allowed to purchase health insurance through the district insurance plan until age sixty-five (65).
- 2015 B. The BOE will compensate each 30+ hour employee who chooses to participate in the district provided health insurance plan recommended by the District Health Insurance Committee at a rate of \$350 per month for the 2016-2017 school year.

XIX. TEACHER DISCIPLINE:

- 1998 A. A teacher has the right to view or inspect his or her personnel file during normal office hours. Written complaints regarding a teacher made by an identifiable person to their administrator shall be called to that teacher's attention. In addition, the teacher may respond in writing to any information contained in the teacher's personnel file and any response will be maintained with the file.
- 2015 B. 1. The Board and Association agree to the mutual benefit of a Fair Dismissal procedure for experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.



2. For the first three years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to the statutory deadline for any reason except as protected by Constitutional or other nondiscrimination protections.
3. Starting in Year Four of teaching with the district, teachers shall have earned non-probationary status. At its discretion, the Board may formally grant non-probationary status to any teacher earlier.
4. Non-probationary teachers may be non-renewed for just cause.
5. If the proposed nonrenewal is to be based on poor job performance, the district evaluation procedure shall be followed. The non-probationary teacher will be informed his/her performance is substandard and a measurable plan of improvement put in place. The plan of improvement shall be collaboratively developed but the final decision on the plan rests with the principal.

XX. PROFESSIONAL EVALUATION PROCEDURES:

- 1991 A. All teacher evaluations and observations completed by administrative personnel should be kept confidential. If school mailboxes are used for communication regarding an evaluation, it should be placed in a closed envelope.
- B. Evaluations of members of the bargaining unit will not be done on days when school is not in session and teachers are not required to be in their classrooms.
- 2013 C. The evaluation tool and schedule will meet State guidelines for evaluation.

XXI. EARLY RETIREMENT:

- 1994 A. The Early Retirement Program is voluntary with the Board making final determination of eligibility as identified within this article.
- 2010 B. An employee is eligible for early retirement if such employee (a) is currently at least a ½ time (.50 FTE) employee of the district, (b) has met the unreduced KPERS requirements for retirement, (c) has 15 or more years of employment service with Circle USD #375, and (d) hired on or before 30 June 2010. Employees who meet the reduced KPERS requirement options with 20 years of service in the district would qualify for a 50% benefit as defined by XXI Early Retirement Section G.
- 2017 C. This early retirement plan will have a maximum employee benefit for no more than five (5) years or will end upon the retiree's 64<sup>th</sup> birthday, whichever occurs first.
- 1998 D. An employee may apply for early retirement by giving written notice to the Superintendent of Schools. Such written notice shall be submitted on or before the

fifteenth (15th) day of April preceding the anticipated retirement date. The board may consider an application filed after April 15.

- 1994 E. The Superintendent of Schools shall notify the applicant, in writing within 30 days, of the final disposition and the date and amount of monthly and/or yearly lump sum early retirement benefits to be paid during that same year.
- 2001 F. An employee may select a beneficiary to receive scheduled early retirement benefits in the event of the employee's death. Benefits to the employee's beneficiary shall cease when the employee would no longer have been eligible for early retirement benefits. If multiple beneficiaries are selected, they shall share in the retirement benefits as per the written directions left by the employee. The designated beneficiary shall be kept on file in the central office.
- 1999 G. Retirement benefits will be based on the following formula: Number of years of experience in the district x (times) average salary of that teacher's three (3) highest salary years on the salary schedule x (times)  $\frac{1}{2}$  of 1% (per cent) = yearly benefit. For this provision, a year of experience shall be defined as either full time or part time (at least .50 FTE).
- .50% or .0050
- 2006 H. An early retiree shall elect to have benefits paid into a qualified 403(b) plan by the school district, saving the retired teacher and Board social security tax. The teacher would then meet with the company representative at retirement to determine whether to pull out his/her money or leave funds in for investment purposes and to defer state and federal tax.
- 2007 I. The district and CNEA will form a committee to develop a proposal for the 2008-09 negotiations addressing a new early retirement plan for those individuals hired after July 1, 2008. This new plan would be formulated around the premise of being a "defined contribution" plan rather than a "defined benefits plan."
- 2010 J. A committee will be formed by the district and CNEA to further investigate incentive options along with moving from a defined benefit plan to a defined contribution plan.

## XXII. REDUCTION IN-FORCE

1994 If the Board determines that a reduction in staff is necessary, the following guidelines shall be followed in reducing number of certified teaching positions: Prior to non-renewal of regular education teachers, the Board shall attempt to place the teacher(s) to be non-renewed in regular education positions. The administration, subject to Board approval, shall determine from which group(s) of employees the reduction can most reasonably be made, i.e., language arts teachers, math teachers, etc. Within the specified group, teachers shall be selected for non-renewal in the following order:

- A. Attrition or early retirement incentives as stated in the negotiated agreement.

B. Non-tenured teacher(s).

C. Certification, length of service with the district, administrative evaluation and overall contribution to the district, i.e., extra duty assignments and support of all programs.

### XXIII. NATIONAL BOARD CERTIFICATION

2004 In addition to the funds forthcoming from the state, National Board Certified Teachers will be rewarded with an annual \$1,000 bonus for the 10-year life of the certificate.

Teachers applying for National Board Certification will have the use of the district's copier, paper, audiovisual and technology materials if needed.

### XXIV. PROFESSIONAL EMPLOYEE SAFETY

2001 Any professional employee who is the victim of a battery (defined as intentionally or recklessly causing bodily harm to another person; or intentionally causing physical contact with another person when done in a rude, insulting or angry manner) during the performance of his/her duty, shall not be required to use sick leave if recuperation is so ordered by the district's worker's compensation physician.

### XXV. DEFINED CONTRIBUTION PLAN

2014 Any teacher hired after July 1, 2008 is eligible to participate in the district's defined contribution plan. The district will contribute 5% for the first \$100 dollars contributed monthly into an approved retirement plan.

**UNIFIED SCHOOL DISTRICT #375**

**GRIEVANCE REPORT FORM**

Level (1) (2) (3) (4)

Date filed\_\_\_\_\_

(Circle one to indicate level of Grievance)

**Name of Grievant**

**Building**

**Assignment**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A. Date cause of grievance occurred:\_\_\_\_\_

B. Relevant contract provisions:\_\_\_\_\_

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

D. Relief desired:

Signature\_\_\_\_\_

Date\_\_\_\_\_

Date Received\_\_\_\_\_

F. Disposition by the appropriate administrator (attach additional pages, if necessary).

Signature\_\_\_\_\_

Date\_\_\_\_\_

Appendix B

<b>36,269</b>	<b>675</b>	<b>775</b>	<b>800</b>	<b>900</b>	<b>950</b>	<b>1,025</b>	<b>1,100</b>	<b>1,150</b>
<b>Column</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	<b>BA</b>	<b>BA+12</b>	<b>BA+24</b>	<b>MA</b> <b>BA+36</b>	<b>MA+8</b> <b>BA+50</b>	<b>MA+16</b> <b>BA+64</b>	<b>MA+28</b> <b>BA+78</b>	<b>MA+40/SP</b> <b>BA+92</b>

Example: Base Salary + (Yrs of Experience \* 675) + (\$775 \* Column # of Degree and Hours)

The BA +36, +50, +64, +78, +92 tracks will not be used for faculty hired after July 1, 2008.

## Circle High School Supplementals

<b>Description</b>	<b># in position</b>	<b>Percent of Base</b>
Academic Recognition	1	Pink Sheet - \$250 Limit
Art Club Sponsor	1	Pink Sheet - \$500 Limit
Auditorium	2	2.00%
Baseball Assistant Coach	3	7.5%
Baseball Head Coach	1	10.5%
Basketball Assistant Coach Boys	3	9%
Basketball Assistant Coach Girls	3	9%
Basketball Head Coach Boys	1	13.20%
Basketball Head Coach Girls	1	13.20%
BEST Assistant Sponsor	1	4.50%
BEST Head Sponsor	1	7.00%
Bowling Assistant Coach	1	5.50%
Bowling Head Coach	1	7.80%
Cheerleading Assistant Sponsor	1	10.00%
Cheerleading Head Sponsor	1	12.00%
Choreographer	1	4.60%
Concession Manager	2	8.00%
Cross Country Assistant Coach	1	7.0%
Cross Country Head Coach	1	13.00%
Dance Team Sponsor	1	6.0%
FCCLA Sponsor	1	5.20%
Football Assistant Coach	6	8.4%
Football Head Coach	1	13.20%
Forensics Assistant Sponsor	1	4.40%
Forensics Head Sponsor	1	5.40%
Golf Assistant Coach Boys	1	6.0%
Golf Head Coach Boys	1	7.80%
Golf Head Coach Girls	1	7.80%
Instrumental Assistant	1	3.9%
Instrumental Music	1	8.30%
International Club Sponsor	1	Pink Sheet - \$500 Limit
Junior Class Sponsor	2	Pink Sheet - \$500 Limit
Musical	3	6.00%
National Honor Society Sponsor	2	1.45%
Pep Band	1	3.30%
Publications	1	7.0%
SADD Assistant Sponsor	1	Pink Sheet - \$800 Limit
SADD Head Sponsor	1	Pink Sheet - \$1000 Limit
Scholars Bowl Assistant Sponsor	1	4.30%
Scholars Bowl Head Sponsor	1	6.20%

## Circle High School Supplementals (continued)

Description	# in position	Percent of Base
Science Club Sponsor	1	Pink Sheet - \$500 Limit
Senior Class Sponsor	2	Pink Sheet - \$500 Limit
Show Choir	1	3.30%
Skills USA Sponsor	1	5.20%
Soccer Assistant Coach Boys	1	7.9%
Soccer Assistant Coach Girls	1	7.9%
Soccer Head Coach Boys	1	10.5%
Soccer Head Coach Girls	1	10.5%
Softball Assistant Coach	3	7.5%
Softball Head Coach	1	10.5%
Spring Play	2	4.10%
Student Council Sponsor	2	5.00%
Summer Weights	3	5.0%
Tennis Assistant Coach Boys	1	5.50%
Tennis Assistant Coach Girls	1	5.50%
Tennis Head Coach Boys	1	7.80%
Tennis Head Coach Girls	1	7.80%
Track Assistant Coach	4	7.9%
Track Head Coach	1	13.20%
Vocal Music	1	8.30%
Vocal Music Assistant/Musical Assistant	1	6.0%
Volleyball Assistant Coach	2	7.90%
Volleyball Head Coach	1	13.20%
Winter Weights	1	4.60%
Wrestling Assistant Coach	1	9.00%
Wrestling Head Coach	1	13.20%

## Circle Middle School Supplementals

Description	# in position	Percent of Base
Accompanist	1	2.0%
Basketball Assistant Coach 7th Grade Boys	1	5.50%
Basketball Assistant Coach 7th Grade Girls	1	5.50%
Basketball Assistant Coach 8th Grade Boys	1	5.50%
Basketball Assistant Coach 8th Grade Girls	1	5.50%
Basketball Head Coach 7th Grade Boys	1	8.00%
Basketball Head Coach 7th Grade Girls	1	8.00%
Basketball Head Coach 8th Grade Boys	1	8.00%
Basketball Head Coach 8th Grade Girls	1	8.00%
Cheerleading Sponsor	1	7.50%
Cross Country Assistant Coach	1	5.50%
Cross Country Head Coach	1	7.50%

## Circle Middle School Supplementals (continued)

Description	# in position	Percent of Base
Football Assistant Coach	4	6.5%
Football Head Coach	1	9.50%
Instrumental Music	1	3.9%
Scholars Bowl Sponsor	1	3.00%
Student Council Sponsor	1	3.00%
Track Assistant Coach	3	5.5%
Track Head Coach	1	7.5%
Vocal Music	1	3.90%
Volleyball Assistant Coach 7th Grade	1	5.50%
Volleyball Assistant Coach 8th Grade	1	5.50%
Volleyball Head Coach 7th Grade	1	7.50%
Volleyball Head Coach 8th Grade	1	7.50%
Wrestling Assistant Coach	1	5.50%
Wrestling Head Coach	1	7.50%
Yearbook Sponsor	1	3.00%

## District Supplementals

Combo Elem Classroom with Separate Curr	NA	2.00%
HOTT Building Coordinator	7	\$100
Instrumental Music Elementary	4	1.90%
Spelling Bee CMS & Elem Sponsor	5	\$100
Vocal Music Elementary	4	3.90%