

# Labette County Unified School District 506

## Negotiated Agreement



By and between the USD 506 Board of Education  
and the Labette County Teachers Association

2009 - 2010

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### **Article I: Placement on Salary Schedule**

All teachers shall be given full credit on the salary schedule set forth in this Agreement for full years of outside teaching experience up to a maximum of fifteen (15) years. Prior teaching experience must have been in an accredited school district in the State of Kansas or other teaching experience in a school district that is State or North Central Association accredited.

### **Article II: Teacher Contract Length**

The salary schedule is based on a teaching contract of 187 days. Extra months teaching contracts shall be equated at a daily rate of 1/187 of the annual salary less the fringe dollars identified on the schedule. Ten-month contracts shall be 203 days, and eleven-month contracts shall be 223 days.

### **Article III: Advancement on Salary Schedule**

Normally, teachers shall move vertically on the schedule with each additional year of experience. Moves will be made horizontally when additional hours of education credit have been acquired, moving directly across to the next schedule and then down one step for the service increment.

Teachers at the limit of a column will remain at that point until they have accomplished necessary education credit to advance to the next column through additional hours of education credit. Such advancement shall be horizontal one column and one step down.

The hours above a degree must be taken after the degree was granted and toward an advanced degree, be graduate hours, or be approved by the superintendent. The move from one position to another, both vertically and horizontally, will be made once a year, at the beginning of the contract year. Hours earned during the summer prior to the beginning of the school year will count in determining the salary step at which the teacher will be assigned.

In order to continue vertically in one salary column, a teacher must secure a minimum of six hours of approved college credit every five years.

Inservice points as converted to college hours (20-1) shall count toward movement on the salary schedule.

All inservice points may count toward re-certification. However, only those inservice points which are earned outside of the contract day, are not funded by district funds or district contributions, and are activities approved by the District Professional Development Council for points shall count towards advancement on the salary schedule.

Transcripts of accumulated inservice points and documented approval by the District Professional Development Council must be submitted annually to the Board office prior to November 1 for salary schedule advancement.

The maximum number of points allowed for salary schedule advancement in any one year shall not exceed 100 points, and must be filed annually.

**Article IV: Leaves**

1. Personal Leave

Each full-time teacher shall have four (4) days of personal leave per year. Leave for part-time teachers shall be in proportion to their full-time equivalency.

Personal leave may not accumulate. Teachers shall have the option annually of being paid \$60 for each unused personal leave day or rolling those days into sick leave, subject to the maximum accumulation of sick leave as stated in this section. This designation must be made in writing and filed with the superintendent by May 1. The designation shall remain in effect in subsequent years until changed by the teacher.

The use of personal leave during the month of May shall be limited to emergencies or personal business that cannot be handled outside of school hours.

Personal leave shall not be used to extend holidays or spring break, except in extenuating circumstances approved by the superintendent.

2. Sick Leave

Each full-time teacher shall have eight (8) days of sick leave per year. Leave for part-time teachers shall be in proportion to their full-time equivalency.

Teachers with an extended contract shall receive additional sick leave at the rate of 0.5 days for every ten days or portion thereof of extended time.

Unused sick leave may accumulate up to seventy (70) days.

Use of sick leave for illness or disability purposes shall be defined as the illness or disability of the employee or illness, disability, or death in the immediate family.

The term "immediate family" shall include spouse, child, stepchild, grandchild, siblings, parent, or grandparent. Additionally, any of those categories listed would be expanded to include "in-law."

In addition to the accumulated days of sick leave, each full-time teacher shall also have for his/her use the number of days equal to his/her accumulated sick leave on the first duty day. Said days shall be referenced as "sub-deduct days." Sub-deduct days

may be used for sick leave. A sub-deduct day shall provide the requesting teacher full daily salary less regular substitute wages for each sub-deduct day awarded. The purpose of a sub-deduct day is to provide a continuing income for teachers who are faced with illness or injury and have used up all their accumulated sick leave. Sub-deduct days are in addition to the accumulated days of sick leave and may be available to a teacher when said teacher has exhausted all accumulated sick leave. Teachers, before using a sub-deduct day, shall exhaust their accumulated sick leave. Any teacher who desires a sub-deduct day shall make their request for a sub-deduct day from their building principal. Said request shall be in writing, either in paper or electronic form and shall include the number of sub-deduct days requested and a brief explanation for the request. The building principal shall forward the request to the superintendent, building association representative where the teacher is employed and the president of the association. Each designated person receiving the sub-deduct request shall expeditiously indicate their support for or denial of the request to the building principal based upon the information provided by the requesting teacher. If two or more persons from among those designated to review the request approve said request, the requesting teacher shall receive the agreed upon sub-deduct day(s).

Sick leave may be used as bereavement leave.

3. Eulogizing, Singing, or Providing Music at Funerals

Occasionally, a teacher is asked to eulogize, sing, or provide music at funerals. Teachers will be allowed two days per contract year for requesting paid leave in this category. Teachers may request such leave by filling out the district's leave form.

4. Absences not covered by sick leave policy

Occasionally, a teacher may find it necessary to be absent for reasons not covered by leaves. Teachers will not be paid for days they do not teach, except as covered by the leave policies, or engagement in some professional activity or unusual situation approved by the superintendent or Board. Deductions of days absent will be made as explained below.

Salary payments for substitute help will be paid directly through the business office.

In the event of salary deductions after sick leave benefits have been used or when a non-school business absence occurs, the rate of pay deduction will be:

- for nine month employees, 1/187th of the contracted salary;
- for ten month employees, 1/203rd of the contracted salary;
- for eleven month employees, 1/223rd of the contracted salary;
- for twelve month employees, 1/238th of the contracted salary.

The Board of Education may require a physician's statement that the employee is not physically capable of fulfilling their regular assigned duties. Failure to provide such a statement could result in Board action to terminate sick leave benefits at that time.

5. Family and Medical Leave

In compliance with the Family and Medical Leave Act of 1993, USD 506 provides up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months.

**Article V: Pay for Unused Sick Leave**

Unused sick leave not to exceed 70 days will be paid at the rate of \$50 per day when the teacher retires or leaves U.S.D. 506 employment, provided the teacher has a minimum of 10 years of service in U.S.D. 506.

**Article VI: Activity Ticket**

Each teacher of U.S.D. 506 shall be issued an activity ticket, which shall be honored at all regular school functions held within the district.

Said ticket shall not be honored at basketball tournaments and special events.

Said ticket shall be honored for employee, spouse, and children who have not yet graduated from high school.

The Board of Education will have an expectation that those teachers in attendance at school functions will assume a reasonable amount of general supervision as needed.

**Article VII: Individual Development Plan (I.D.P.)**

Each teacher who uses or plans to use a professional day must have an I.D.P. on file. Said plan shall be kept current annually.

**Article VIII: Employee Cafeteria Plan**

Employee benefits may be selected as a salary reduction from the district 125 Cafeteria Plan.

Each teacher shall by September 1 designate in writing salary reductions. Such designation shall be done only once each year.

**Article IX: Health Insurance Rebates or Refunds**

Any refund paid by the district’s health plan back to the district will be returned to the participant. Each participating employee shall receive a proportionate share of the refund based on their proportionate share of the total premium paid by all employees during the plan year the refund was earned.

**Article X: Selection of Health Insurance Carrier**

The Board shall review annually the health insurance company and plan, for the purpose of considering changes in same.

**Article XI: Release From Contract**

When a teacher asks to be released from a contract with the district, the Board's first obligation is to the children in the district.

If a suitable replacement can be found and it is felt that the educational program of the school will not be impaired, a teacher may be released from the obligations of a contract providing the teacher pays for the liquidated damages at the time such request is made.

In the event said release from contract is granted after May 15 and prior to July 1, said teacher shall pay a sum of \$500 toward expenses involved in securing a satisfactory replacement.

In the event said release from contract is granted July 1 or after, said teacher shall pay a sum of \$1,000 toward expenses involved in securing a satisfactory replacement.

Applicable payment toward expenses shall accompany the request for release from contract.

**Article XII: Resignation or Retirement**

Certified staff that turn in an official resignation or retirement letter to the Board of Education before Thanksgiving break begins will receive a \$500 stipend, and if by February 1<sup>st</sup> they will receive a \$250 stipend.

**Article XIII: Health Insurance Benefit**

The Board shall pay, in addition to salary, a fringe benefit for teachers in the amount of \$457.75 per month to be applied to the district health insurance plan.

The plan will cover all certified/licensed teachers employed at least .5 FTE

Certified/licensed teachers who began employment prior to August 11, 1998, and choose not to enroll in the district's health insurance plan, will receive a benefit of \$64 per month as cash. This is a fixed cash amount; it shall not increase even if the Board's contribution to the insurance plan increases. Teachers hired after August 11, 1998, must use their benefit for the purpose of purchasing the district's health insurance plan. New employees who do not wish to purchase the health insurance plan will forfeit the benefit amount.



Should those who choose the cash option later decide to join the district's health plan, they shall forfeit the cash since it will be applied to the insurance plan. Furthermore this is a one-way decision, in that a person moving from a cash option to an insurance fringe cannot later go back to the cash option.

**Article XIV: Teachers' Professional Meetings and Work Days**

Section A: Professional Meetings Request

1. There are appropriate and valuable professional meetings which individuals wish to attend. Such meetings would include curriculum meetings; curriculum workshops (which may not include college credit); study, consulting and/or observation of other teachers and school educational programs which merit observations; and state or regional subject and curriculum oriented meetings, school improvement and pedagogical improvement meetings, and others as deemed valuable by the teacher and administration.
2. Requests for attendance to national meetings shall be handled individually by the Board of Education.
3. Teachers who wish to attend professional meetings should make application to the superintendent in writing at least two (2) weeks prior to said meeting.
4. For those professional meetings approved by the superintendent, the Board will provide the following allowances:
  - a. A substitute, when necessary, will be paid by the Board.
  - b. Meal expense will be allowed not to exceed twenty-five dollars (\$25) per day, or proportionate amount. (Payment made only for meals approved in advance and upon presentation of paid receipt.)
  - c. A school car shall be used as transportation when the car is available. When the school car is not available, mileage as per prevailing state rate from school to destination and return trip will be allowed (provided advance written approval is secured from the superintendent of Schools). Other reasonable transportation expenses, including tolls and parking, shall also be paid.
  - d. Actual lodging expense, subject to the superintendent's prior approval, will be allowed for each day of the meeting.
  - e. The registration fee and other related expenses shall be paid, subject to the prior approval of the superintendent.
  - f. Payment to be made upon presentation of receipts, itemized statements, and a signed claim voucher by the claimant.

Section B: Professional Inservice Meetings and Work Days

1. All work days shall be free of meetings called by the administration.
2. The professional staff shall have one-half (1/2) day (from the normal start of the duty day to 11:45) on the last day of the first, second, and third nine weeks to prepare grades.
3. There shall be two (2) workdays, one at the beginning of the school year and one at the end of the school year.
4. Verified Semester grades shall be due in the principal's office on or before the last teacher work day of each semester.

**Article XV: LCTA Meetings**

Two LCTA members shall be allowed to attend two meetings during the year without substitute pay being deducted (a maximum of four substitutes per year).

All other teachers shall be in attendance at their assigned duties on the date of the teachers' meeting.

It is hereby agreed that school shall be in session during the K.N.E.A. meetings and that the two days shall be incorporated into the Spring Break.

The two spring break days shall not be subject to being used as "make-up days for lost school days."

**Article XVI: Job Openings**

Professional staff vacancies will be posted in each building and in the district newsletter when the listing goes to placement bureaus, or after the Board of Education acts upon the resignation, whichever comes first.

**Article XVII: Reduction in Force**

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 Board of Education and 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 education program will then be determined by the administrative staff based on those educational goals as determined by the Board.

In the event the Board decides that the size of the teaching staff must be reduced, guidelines in the rules will be followed.

1. Insofar as possible, reduction will be accomplished by attrition due to resignations and retirement.
2. Non-tenured teacher in the curricula area and/or level that the Board has determined reduction is necessary.
3. Needs for reduction beyond the above methods shall be based on program continuation, individual full certification in teaching area, need for supplemental assignments, school and district accreditation and \*district tenure in the various departments or level in which the individual is presently teaching.

Department and levels shall be as follows:

Elementary Primary K-6

Elementary Junior High Grades 7-8

Elementary: Music, P.E., Title I, Library

Secondary: Language, music, science, business, social science, math, guidance, vocational individual programs.

\*District tenure will follow the teacher to the level or department at which they (the teacher) are presently teaching.

#### **Article XVIII: Daily Preparation Period**

1. All teachers shall, in addition to a minimum twenty (20) minute duty free lunch period, have daily preparation time within the instructional day during which they shall not be assigned to any other duties.
2. That time shall be guaranteed as follows:
  - a. Elementary – a minimum of 250 minutes weekly for a full 5-day week (no less than a 30-minute block of time on each day)
  - b. High School – one class period per day
3. Part-time teachers shall receive planning time proportionately to their equivalency.

#### **Article XIX: Calendar**

The superintendent will prepare the school calendar after providing all certified staff an opportunity for input on the school calendar. The superintendent will submit a calendar recommendation to the Board for approval. A summary of staff input on the school

calendar shall be shared with the Board along with the superintendent’s calendar recommendation.

A list of the abbreviations or codes that are used on individual paychecks with an explanation as to what they represent and a copy of the school calendar adopted and approved by the Board shall be attached to the negotiated agreement for informational purposes as appendix items. It is specifically agreed by the Board and the Association that the inclusion of the list of abbreviations and/or the school calendar in the negotiated agreement does not make these items negotiable in the future.

**Article XX: Supplemental Pay**

1. Percent To Be of Individual Step
2. Supplemental pay shall be computed based on step less \$2,000.

Head Football Sr. High	12%	Conditioning program outside the school day	6%
Ass’t Football Sr. High	8%	High School Band Director	9.5%
Head Basketball Sr. High	12%	Play (maximum of 2 plays per year)	3%
Ass’t Basketball Sr. High	8%	Musical Vocal	3%
Head Wrestling Sr. High	12%	Musical Drama	3%
Ass’t Wrestling Sr. High	8%	Musical Instrumental	1%
Head Track Sr. High	10%	Intramural Dir. & Supervisor	4%
Ass’t Track Sr. High	7%	Head Sponsor Yearbook	4%
Head Volleyball Sr. High	10%	Head Sponsor STUCO	2.5%
Ass’t Volleyball Sr. High	7%	Head Sponsor Senior Class	2.5%
Head Baseball Sr. High	10%	Head Sponsor Junior Class	2.5%
Ass’t Baseball Sr. High	7%	Dept. Chairmen	2.5%
Head Softball Sr. High	10%	Head Sponsor Grizzly Spirit	2.5%
Ass’t Softball Sr. High	7%	Head Sponsor FBLA	2.5%
Boys’ Tennis Sr. High	8%	Head Sponsor FFA	2.5%
Girls’ Tennis Sr. High	8%	Head Sponsor FHA	2.5%
Golf Sr. High	6%	Head Sponsor VICA	2.5%
Cross Country Sr. High	8%	Head Sponsor HOSA	2.5%
7th & 8th Football	6%	Elementary Yearbook Sponsor	3%
7th & 8th B. Basketball	6%	Debate	5%
7th & 8th G. Basketball	6%	Forensics	5%
7th & 8th Volleyball	6%	Dance Team Sponsor	5%
7th & 8th Track	6%		
Swim Coach	6%		
Varsity Cheerleader Coach	7%		
Freshmen Cheerleader Coach	5%		
Jr. High Cheerleader Sponsor	5%		
7th & 8th Ass’t Coach	- 3% of base minus \$2000		

\* Supplemental Pay Gatekeepers and Ticket Takers for Musicals and Junior/Senior Plays; Pep Club Trip Sponsor; Official Clock Keeper for home volleyball, football, basketball, wrestling; Official Scorekeeper for home volleyball, football, basketball, wrestling, baseball, softball, track meets: \$8 per hr. with a minimum of \$30 per assignment

Supplemental pay for travel relative to multiple school assignments:

Travel between two schools located in two different towns \$700

Travel between three schools located in three different towns \$750

Travel between four schools located in four different towns \$800

Travel between five schools located in five different towns \$900

Supplemental Pay for Extended Day Assignment:

When periods are traded, there will be no supplemental pay. Example: Teach a 7:00 a.m. class and the same number of classes as presently are being taught, leave school at end of school day, or come in after first period, teach same number of classes as present and an after school class.

Supplemental pay of 12% (of individual's step) for an additional period taught for one year when the class is taught outside of the existing work day, and 7% (of individual's step) for an additional period that is taught for one year when the class is taught within the present work day but outside of the school day. Classes shall be equivalent to 50-minute period.

Supplemental Pay for building level technology support and committee meetings that meet beyond the duty day and are assigned or approved in advance by the superintendent shall be compensated at \$10 per hour.

Supplemental Pay Summer Trip Sponsors:

Sponsors who sponsor approved summer state and national trips shall be paid at the rate of \$72 per day except that if the sponsor is on an extended contract the trip days to be sponsored may, at the discretion of the superintendent, be traded for extended contract days.

Supplemental Pay In-School Suspension Supervising:

Teachers who supervise, at the request of the building administrator, the in-school suspension after the close of the school day shall be paid at the rate of \$6 per hour for the time they supervise the students being detained.

Supplemental Pay Summer School:

Supplemental pay for summer school shall be at the Board approved daily substitute teacher amount for a work day no less than five (5) hours.

Supplemental Pay for Curriculum Development

Supplemental pay for approved curriculum development outside the contract day shall be eleven (\$11) dollars per hour employed.

#### Supplemental Pay for Summer Institute

As funds are available annually and approved by the Board of Education, the superintendent and/or his/her designee, in consultation with the Professional Development Committee, shall schedule an in-district professional learning opportunity designated "Summer Institute" for certified staff members. Participation shall be voluntary; however, those certified staff members choosing to voluntarily participate in Summer Institute, may be required by the superintendent to participate in all or a majority of the scheduled professional learning opportunities as a condition of being allowed to participate in Summer Institute.

Certified staff members choosing to participate in Summer Institute shall be compensated at a rate of no less than eleven (\$11) dollars per hour. Based upon an annual review of available funding, the superintendent may recommend to the Board, a Summer Institute hourly payment, which may exceed eleven (\$11) dollars per hour. Said payment, as recommended by the superintendent and Board approved, shall not obligate the Board to similar payments in future years.

The Board approved payment amount for Summer Institute shall be made only to those certified staff members participating in the designated Summer Institute professional learning opportunity. Certified staff members shall not substitute other professional learning opportunities for Summer Institute payment.

#### Supplemental Pay for Summer Driver Education:

Eighteen (\$18) dollars per hour

#### Supplemental Pay for National Board Certified Teachers

The Board shall pay a \$1000 annual stipend for National Board for Professional Teaching Standards, National Board Certified Teachers during the life of the NBPTS license. This stipend shall be in addition to any state stipend for same.

#### Professional Learning Communities

The district will provide transportation to teachers required to attend Professional Learning Community meetings in any town that is not their home school.

*\*Supplemental pay for work done outside the work day.*

#### **Article XXI: Salary Schedule 2009-10**

The Board reserves the right to pay more than the schedule provides in any position if they deem it best for the welfare of the children in our schools.

The salary schedule shall include seven (7) columns labeled as Bachelor of Science (B.S.), Column B; B.S. + 15, Column C; B.S. + 40 or M.S., Column D; M.S. + 15, Column E; M.S. + 30, Column F; M.S. + 45, Column F<sup>1</sup>; and M.S. + 60, or M.S. + M.S., or Ed.S., Column G.

The increments between columns B-C are \$ 800.00  
 The increments between columns C-D are 920.00  
 The increments between columns D-E are 1,040.00  
 The increments between columns E-F are 1,140.00  
 The increments between columns F-F<sup>1</sup> are 1,140.00  
 The increments between columns F<sup>1</sup>-G are 800.00

The difference between each vertical row is as follows:  
 Rows 1-5 \$500  
 Rows 6-10 \$575  
 Rows 11-15 \$650  
 Rows 16-20 \$725  
 Rows 21-23 \$800

2009-10  
 SALARY SCHEDULE

ROW	COLUMN	B.S.	BS+15	BS+40	MS+15	MS+30	MS+45	MS+MS MS+60
		1 B	2 C	M.S. 3 D	4 E	5 F	6 F <sup>1</sup>	Ed.S. 7 G
1	00YRS	34030	34830	35750	36790	37930	39070	39870
2	01YRS	34530	35330	36250	37290	38430	39570	40370
3	02YRS	35030	35830	36750	37790	38930	40070	40870
4	03YRS	35530	36330	37250	38290	39430	40570	41370
5	04YRS	36030	36830	37750	38790	39930	41070	41870
6	05YRS	36605	37405	38325	39365	40505	41645	42445
7	06YRS	37180	37980	38900	39940	41080	42220	43020
8	07YRS		38555	39475	40515	41655	42795	43595
9	08YRS		39130	40050	41090	42230	43370	44170
10	09YRS		39705	40625	41665	42805	43945	44745
11	10YRS		40355	41275	42315	43455	44595	45395
12	11YRS		41005	41925	42965	44105	45245	46045
13	12YRS			42575	43615	44755	45895	46695
14	13YRS			43225	44265	45405	46545	47345
15	14YRS			43875	44915	46055	47195	47995
16	15YRS			44600	45640	46780	47920	48720
17	16YRS				46365	47505	48645	49445
18	17YRS				47090	48230	49370	50170
19	18YRS					48955	50095	50895
20	19YRS					49680	50820	51620
21	20YRS					50405	51620	52420
22	21YRS						52420	53220
23	22YRS							54020

## **Article XXII: Appeal Procedure for Problems**

The purpose of the appeal procedure is to facilitate free, easy, and effective communication between teachers and the administrative staff in order to secure, in good faith, at the lowest possible level, equitable solutions to problems relative to the negotiated agreement, which may arise from time to time.

The number of people involved in the appeal proceedings is to be minimal, and the appeal proceedings are to be kept as informal as may be appropriate at any level of the appeal procedure.

When a teacher has a problem, relative to the negotiated agreement, the following appeal procedures shall be followed.

1. Discussion of the problem between the teacher and the building principal within five working days after the problem occurs.
2. If a satisfactory solution is not forthcoming from the above conference, the teacher may request within five working days an interview with the superintendent of Schools relative to the problem. The superintendent will then arrange a conference within ten working days after such request with all parties involved in the problem and will make every effort to arrive at a fair and professional solution. The superintendent will make his written response to the appellant within ten working days after the conference.
3. If, in the teacher's estimation, the superintendent's solution does not result in understanding and justice for the employee, the teacher within ten working days may request in writing a conference meeting with the Board of Education to discuss the problem. In such request, the teacher shall state the problem, the negotiated item involved and the solution sought together with any other information such teacher believes is pertinent. This will be an informal meeting held in executive session at the next regularly scheduled Board of Education meeting.

At the next regularly scheduled Board meeting, all parties to the problem will be present, and each shall be allowed to speak, in executive session, on their behalf. The President of the Board of Education acts as chairman at the meeting.

The Board of Education's written decision to the appellant, principal, and superintendent, following said meeting, shall be binding, but shall not set a precedent in any other proceedings.

A prepared form for filing a written appeal relative to a problem is attached as an addendum to this document.



**Article XXIII: Reproduction of Negotiated Agreement**

The district office will provide each new teacher with a copy of the negotiated agreement and furnish requested copies for each LCTA building representative. The district will also publish the negotiated agreement on the district web site.

**Article XXIV: Duty-Free Lunch Period**

Each professional employee shall receive a 20-minute duty-free lunch period.

**Article XXV: Work Day and Meetings**

1. Arrival and Departure Time

The teachers' work day shall be seven (7) hours and forty (40) minutes, including the duty-free lunch. Any absences from the building during the scheduled work day shall require approval of the building principal.

2. Meetings

Unless excused by the person in charge, each teacher shall be present at all teacher meetings called by the Board of Education, superintendent, or principal.

On the days there is a faculty meeting in a given building, and as determined by the building administrator more time is needed than is available for the meeting, the building administrator may, for that day, adjust the starting and ending time of the work day so as to give a longer single meeting period, in so long as the teacher work day does not exceed seven (7) hours and fifty (50) minutes.

The building principal shall give written notice at least one (1) week in advance of a meeting that will adjust the starting and ending time of the work day.

No faculty meeting or compensatory time for secondary teachers will begin prior to five minutes after school is dismissed.

**Article XXVI: Duration of Agreement**

This agreement will become effective July 1, 2009, and will expire on June 30, 2010.

**Article XXVII: Dues Deduction**

The Board of Education shall upon the written request of a teacher by September 1 deduct teacher association dues within a given contract year, in the amount and over the pay periods indicated on the written form.

The Board shall make a monthly reimbursement each month to the local association of the total dues collected to date for the month, with a list of names and amounts deducted.

Teachers dropping their membership shall notify the LCTA by August 15 and the LCTA shall notify the Board clerk by September 1.

**Article XXVIII: District Personnel Files**

The school district maintains a district personnel file for each employee of the district.

Individual district personnel files shall be accessible to the respective employee for inspection during reasonable school business hours upon written request to the administrator who is custodian of the individual file.

The individual shall be entitled upon request, at no expense to the individual, to copies of items in the individual file.

**Article XXIX: Facility and Equipment Use**

The Association shall be allowed access to and use of the district facilities such as buildings, copy machines and computers, etc. The Association will provide paper and consumable supplies for Association business; but will be allowed reasonable use of paper for the purpose of the bargaining process. All use of buildings and equipment shall be scheduled with the appropriate building principal.

No privacy exists for the use of school computers, and appropriate district staff can examine any school computer at any time.

**Article XXX: Sick Leave Pool**

The purpose of the sick leave pool is to provide a continuing income for teachers who are faced with major illness or injury and have used up all their accumulated sick leave. This pool is not intended for brief absences after sick leave is used up, and will be implemented as follows:

1. Each professional employee shall indicate on a form provided by the district and due by August 1, except in the case of new hires, whether or not he/she intends to participate in the sick leave pool. For new hires, the form shall be due within ten (10) days after the first day of duty. The decision of the employee shall stay in effect until reversed in writing. A roster of those persons participating in the pool will be provided to the Association prior to September 1 of each year and shall be updated if changes occur during the year.
2. If the employee decides to participate in the sick leave pool, the employee will contribute one (1) leave day to the sick leave pool each year. Days contributed by a pool member become a permanent part of the pool and will not be refunded to the pool member.

3. Only those employees participating in the pool will be eligible to apply for days from the pool.
4. Employees, before using the sick leave pool, shall exhaust their accumulated sick leave excluding "sub-deduct days" (see Article IV, Item 2 Sick Leave).
5. Sick leave pool days may be used for the employee or his/her immediate family as defined in Article IV.
6. An employee is only eligible to collect as many days as he/she has accumulated in sick leave at the start of that school year.
7. Any eligible person who desires days from the sick leave pool must make written application to the sick leave screening Board which shall consist of (1) the superintendent of schools; (2) the principal of the building where the applicant is employed; (3) the association building representative where the applicant is employed; and (4) the president of the association. The application must include a written statement from the attending doctor.
8. A tie vote shall be considered an approval of the employee's request.
9. The sick leave pool may not be used to cover participants who are receiving pay from worker's compensation.
10. At the beginning of the new contract year, if the total of accumulated days in the sick leave pool is more than 200 days, the requirement to contribute an additional day shall be waived for all pool members who have participated for at least three (3) consecutive years. The requirement to contribute will be reinstated when the total accumulation falls below 200 days prior to August 1.
11. If the pool is completely depleted, members may voluntarily contribute additional days to replenish the pool.

**Article XXXI: Tuition Pool**

1. The Board provides \$10,000 per fiscal year for the tuition pool. There shall be no carryover of unused funds from one fiscal year to the next.
2. All teachers shall be eligible for up to three hours of tuition assistance per year.
3. The tuition pool shall be limited to graduate classes related to a teacher's content area of assignment or as approved by the superintendent.
4. The district shall pay 50% of the tuition and fees, excluding books and materials, upon proof of the successful completion of the course.

5. A teacher should submit a form indicating his/her intention to take a class, including the course name and number and estimated costs. This will allow the district to estimate the amount of the fund encumbered at any given point in time.
6. In the event the total amount of the pool is exhausted, the fees shall be paid in the order the requests for assistance were submitted.
7. The superintendent may identify the need for a current staff member to voluntarily add an additional teaching endorsement to their current Kansas teaching license. Should said staff member voluntarily choose to add the requested endorsement, the Board of Education reserves the right to negotiate terms and conditions with said staff member for the payment of any or all related expenses specific to the acquisition of said endorsement.

### **Article XXXII: Teacher Evaluation**

Career teachers are professional educators who are in or beyond their fifth year. Career teachers may choose between two evaluation systems.

One is the traditional summative system (Appendix V) in which the administrator makes periodic classroom observations. The administrator then fills out a summative report and holds a conference with the teacher.

The alternative is a self-analysis/self-reflection system outlined as follows:

1. The career teacher indicates by September 15 of each year whether they intend to follow the self-assessment or the summative evaluation model.
2. The career teacher completes a written self-assessment by September 15 (Appendix VI).
3. By the end of September, the career teacher participates in a self-assessment conference with the administrator. The purpose of this conference is to define/refine the growth target selected by the teacher.
4. The target must be data based and student centered. How will the growth target improve student learning?
5. After the growth target is selected, a growth plan is developed (Appendix VII).
6. The teacher participates in two conferences reflecting on the process. One shall be prior to February 15 and the second at the end of the school year.
7. This may end an annual cycle or lead to a continuation of the same growth goal for the next year.

8. The self-assessment instrument shall be included in the appendix. This shall be for information purposes only.

**Article XXXIII: Teachers in Need of Improvement**

If a building principal or other administrator charged with supervision duty judges a teacher's performance to be sub-standard, that administrator shall notify the teacher in writing of the improvements needed. The administrator shall develop a plan of improvement.