

CHEYLIN USD 103
NEGOTIATED AGREEMENT
2022 - 2023

I. COMPENSATION

A. Salary Schedule (see previous page)

1. Semester Hours to Count on Salary Schedule Steps.

- a. Semester hours which will count on advancement on the salary schedule must meet one of the following criteria:
 - 1) Hours in the related teaching field.
 - 2) Hours in courses designed to improve knowledge and understanding of the student.
 - 3) Hours in related curriculum improvement and evaluation.
 - 4) Hours in education such as guidance, group dynamics, and human relations.
 - 5) Hours in a planned advanced degree program which are approved by the granting institution.
 - 6) IDP points used for salary advancement shall come from non-contract time.
 - 7) Twenty (20) IDP points equals one (1) semester hour. Teachers with a bachelor's degree as the highest degree may advance on the salary schedule using a combination of IDP points, as defined in 6), that is no more than half (1/2) the needed college hours. Teachers with a master's degree may advance on the salary schedule with any combination of college semester hours and IDP points, as defined in 6).
- b. These hours must have been taken after earning a bachelor's degree, and may be graduate or undergraduate hours. Undergraduate hours shall need approval of the Superintendent.
- c. For budgeting purposes, intention of advancement on the salary schedule must be filed in the main office by April 15.
- d. Proof of hours earned, in order to advance an additional step, must be filed by the Teacher in the district office. A grade card must be filed five (5) working days prior to the September board meeting. An official transcript must be filed by September 30 or the horizontal move shall be rescinded and that amount deducted from the October pay.

2. Outside Teaching Experience

- a. Up to ten (10) years outside teaching experience will be allowed if the Teacher has teaching experience in another district. The Teacher shall be credited on the salary schedule for all of that experience up to a maximum of ten (10) years.
- b. After initial placement, each Teacher shall be credited with one (1) year experience on the schedule, for each year taught. Each Teacher shall have one (1) year to appeal initial placement.

3. Vertical Movement on the Salary Schedule

- a. Teachers shall be limited to one (1) vertical step per year.

4. Fringe Benefits

- a. Plan 125 (Flexible Benefit Plan)
- b. Each employee, on an individual basis, may authorize the Board of Education to reduce his/her salary by the amount needed to purchase any combination of benefits from the following list:
 - 1) The school sponsored group health insurance plan
 - 2) Disability income insurance
 - 3) Cancer insurance
 - 4) Dental and eye care insurance
 - 5) Prepaid medical expense
- c. The Companies from which the above benefits may be purchased must be on the list approved by the Board.
- d. New employees may enter the plan upon employment.
- e. Returning employees may enter the plan or make changes in their plan prior to the anniversary date of the Plan, **January 1**, or when there is a change in family status (IRS Guide). The Board shall schedule a time for a representative of the underwriter of the "Section 125 Flexible Benefit Plan" to meet with each employee in August or September each year for the purpose of updating each employee's Plan 125.

5. Health Insurance

- a. The USD 103 Board of Education agrees to pay for health insurance at the rates set by the State of Kansas Health Insurance Plan for the **2022-2023** year. The Board is under a Three Year Employer Funding Commitment at a 95% contribution level.

6. Compensation for Work Outside the Duty Day

- a. Teachers shall be compensated for committee work outside the contract duty day provided the work is dedicated to improving classroom instruction and has prior approval of the Superintendent.
- b. Work that will be approved includes:
 - 1) Grading of state assessment tests, including district pretest and post-test assessment
 - 2) School improvement
 - 3) ESL duties
 - 4) Committee work (extensive such as writing of state plans)
- c. Committee work outside the duty day is voluntary on the part of the Teacher, and if requested to serve, the Teacher may refuse without prejudice.
- d. Any Teacher completing work approved for compensation is required to document and account for the same by preparing a time sheet supplied by the Superintendent's office.
- e. The hourly rate will be paid to the nearest quarter (.25) hour. The hourly rate for approved time spent outside the duty day is fifteen dollars (\$15.00) per hour.

The Board reserves the right to determine the number of assistant coaches required per season.

2. Sponsors	% of Base Salary			
	HS-H	HS-A	MS-H	MS-A
a. FFA	4.00	N/A	N/A	N/A
b. FCCLA	4.00	N/A	N/A	N/A
c. Academic Sponsor	4.00	N/A	3.00	N/A
d. Student Government	4.00	N/A	N/A	N/A
e. NHS	2.00	N/A	N/A	N/A
f. Senior Class	3.00	N/A	N/A	N/A
g. Junior Class	5.00	N/A	N/A	N/A
h. Sophomore Class	2.00	N/A	N/A	N/A
i. Freshman Class	2.00	N/A	N/A	N/A

Note: Sponsor compensation is per position and is to be split if more than one sponsor.

3. Other Extra Duty

a. QPA Sponsor	3.55	N/A	N/A	N/A
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b. Play Director and/or Musical Director (% of base). Lump sum payment will be made only after production of a play.

	HS-H	HS-A	MS-H	MS-A
	3.25	1.625	1.625	N/A
c. Music Director	10.00	N/A	N/A	N/A

d. Special Ed Coordinator 8.00

e. Combined Classroom 20.00 (no steps)

This supplement is for a combined elementary classroom only and based on the number of hours the teacher is with the combined class.

f. Ticket selling total per night per person \$30.00

g. Supplemental non-contract duties outside the contract day shall be paid as follows:

- 1) \$10.00 per hour (i.e. scholar's bowl, line judging, etc.)

- C. The Board reserves the right to issue any other supplemental contracts and designate the duties to be performed. The Board has the right to determine initial compensation. The pay will be negotiated thereafter.
- D. The Board reserves the right to combine or divide the responsibility of the Music Director position. If the Board makes such a determination, the Instrumental Director would be compensated 5.90%, and vocal director 4.10%.
- E. The Board reserves the right to cancel any supplemental contract for lack of student participation. Contracts will be issued at a time deemed appropriate by the Board according to the season of the activity.

- F. Each Teacher will be guaranteed time per week for planning periods equal to the total number of minutes per week set for one (1) high school class period, or compensation will be at the rate of 5.00% of the base pay per semester.

III. SUBSTITUTE PAY

- A. Substitute pay will be allowed for any faculty member who gives up a planning period to supervise students for another faculty member who is absent. Current sub pay will be prorated by the number of minutes of duty. If a Teacher has an open period other than their planning period, they can be assigned teaching duties as deemed appropriate by the administration.

IV. LEAVES (SICK, PERSONAL AND PROFESSIONAL)

A. Sick, Personal and Professional Leave

- 1. A total of fourteen (14) days of leave shall be allowed each year for all full time Teachers, allocated as follows:
 - a. Twelve (12) days sick/personal leave
 - b. Two (2) days professional leave

A total of fifteen (15) days of maternity leave shall be allowed each year for all full-time Teachers.

Unused sick and personal leave will be reimbursed at the rate of **sixty** dollars (\$60.00) per day for any of the twelve (12) leave days not used. This will be paid after the end of the school year. No payment will be made for any unused professional leave.

- 2. Any Teacher exceeding a total of twelve (12) days of leave time and not having Accumulated Leave (AL) available shall have one, one-hundred sixtieth (1/160) of the salary deducted from his or her contract for each day after twelve (12) the Teacher is absent from school.
- 3. Personal leave may be used at any time when a substitute is available with the following restriction; immediately before or immediately after any holiday or school vacation where two (2) weeks prior notice is required and a substitute is available. It may not be used on an inservice, work day or on parent-teacher conference days. Personal leave shall be limited to no more than two (2) consecutive days. The Superintendent may consider special situations and emergencies and consider each case on an individual basis and may either grant or deny the leave.
- 4. Professional leave days may be used by the Teacher to attend professional and educational workshops, conferences, seminars, and professional classroom observations upon the prior approval of the Administrator.
- 5. Notification for use of leaves.
 - a. Notification for use of leave in normal situations shall be made in writing to the Administrator one (1) week in advance of the date the Teacher will be gone. In the case of an emergency, the Teacher shall notify the Administrator as soon as possible.
 - b. Notification for use of professional leave shall be made in writing to the Administrator one (1) week in advance of the date the Teacher will be gone.

6. The Administrator may deny leave if a substitute cannot be obtained. Once permission has been given, it cannot be rescinded. The Administrator must respond within two (2) school days.

B. Accumulated Leave (AL)

1. Any unused sick leave or personal leave at the end of the year may be placed in Accumulated Leave (AL).
2. A maximum of **forty-two (42)** days of AL may be accumulated.
3. When more than five (5) consecutive days of AL are required, the Superintendent shall be notified.
4. No pay will be docked for AL used.
5. AL must be used before disability leave is requested.
6. Unused AL will be reimbursed upon the end of the employee's affiliation with the district, not to exceed **sixty** dollars (**\$60.00**) per day, nor **forty-two (42)** days.

- C. Teachers, with the approval of the Board of Education, may voluntarily donate banked hours to a certified employee who has depleted their bank.

V. AGREED LIQUIDATED DAMAGES ON CONTRACT TERMINATION

- A. The Board of Education and the Cheylin Teachers agree that when a Teacher resigns, or otherwise fails to honor his/her contract after execution of the contract or after the applicable date under the Kansas Continuing Contract Law, the monetary value of the damages to the school district is difficult, if not impossible to determine.
- B. It is agreed that Teachers currently under contract shall be declared under contract for the next teaching year unless their resignation is submitted on or before the 14th calendar day following the third Friday in May of the current school year according to the Continuing Contract Law of the State of Kansas. The only exception to the deadline will be in the event of impasse and the date on which Teachers currently under contract shall be as provided in the negotiations laws of the State of Kansas. New Teachers coming into the school district shall be declared under contract when their contract has been approved by the Board of Education.

C. **Early Resignation Bonus:**

If a teacher notifies the district of their resignation from the district for the next school year by the following dates of the current year, they are entitled to receive an early resignation bonus of the stated amount:

RESIGNATION DATE	BONUS
January 1	\$1,000.00
February 1	\$500.00

- D. In the event any Teacher resigns or fails to honor the terms of their contract after the effective date set out above, the Board and Teachers agree that the Teachers shall pay to the Board liquidated damages as follows:

RESIGNATION DATE	AGREED DAMAGES
June 5 - June 15	5% of current salary
June 16 - June 30	10% of current salary
July 1 - July 31	15% of current salary
August 1 and After	20% of current salary

After the employee has reported back to school, the terms of the contract will be fulfilled by both parties unless otherwise mutually agreed upon. The Board of Education may release a Teacher from a contract if both parties feel it would be in the best interest of the school.

Resignation date shall be the date the Teacher's resignation is received by the Clerk of the Board of Education or the date of the postmark on the resignation or the date as stated in the Teacher's letter of resignation, whichever may be later.

- E. It is agreed that the amount of agreed 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 his/her contract.
- F. It is further agreed that in the event the Board owes the Teacher additional salary amounts after the Teacher resigns or fails to honor his/her contract, the Board of Education may deduct the amount of agreed liquidated damages from the amount owed to the Teacher, and the Teacher consents and agrees to the deduction of the amount of the liquidated damages from the amount owed to the Teacher by the Board of Education.
- G. The Board of Education reserves the right to waive the provisions for liquidated damages, if, in the opinion of the Board, such waiver is appropriate.

VI. GRIEVANCE PROCEDURE

- A. Purpose – To establish a procedure for handling grievances concerning interpretation of the terms and conditions of the individual Teacher contracts which cannot be solved at the building level.
- B. Definitions – The term “grievance” is defined as an alleged violation, misinterpretation, or inequitable administration of the terms and conditions of the Teacher's individual contract.
- C. Procedure
1. The Teacher having a grievance shall confer with the Administrator within twenty (20) school days from the date the Teacher became aware of a problem.
 2. If the Teacher is not satisfied with the action taken by the Administrator, that Teacher may file a written request for a conference with the Board of Education. The request shall give the information on the grievance and the action taken by the Administrator.
 3. If the Teacher is not satisfied with the action taken, that Teacher may make a written request for a hearing with the Board of Education.

4. All requests for a hearing with the Board of Education must be in writing and in the office of the Superintendent of Schools on or before 2:00 p.m. on the Thursday immediately preceding the regular meeting of the Board of Education.
 5. All meetings with the Board of Education shall be held in executive session with the concerned parties in attendance. Both the Board of Education and the Teacher may designate representatives or counsel to be present, if so desired.
- D. Final Disposition – The decision of the Board of Education shall be final. Should the grievant not be satisfied by the final decision of the school system, outside legal counsel may be sought. The grievant can file a complaint with the Office of Civil Rights at any time before or during the grievance procedures: Office for Civil Rights, 10220 North Executive Hills Boulevard, 8th Floor, Kansas City, Missouri 64153-1367, (816) 880-4200.

VII. HOLIDAY SCHEDULE

- A. In establishing the school calendar, the Board of Education shall allow the following holidays:
 1. Labor Day at least 1 day
 2. Thanksgiving at least 3 days
 3. Christmas at least 6 days with ½ day on the 23rd and no classes on the 24th
 4. Spring Break at least 2 days
 5. Easter at least 1 day
- B. Day shall be defined as a weekday (Monday through Friday).
- C. The Board of Education does not have the option to combine Easter and Spring Break.

VIII. INSERVICE

- A. In-service days are set at six (6) days and any additional or subtracted days are to be negotiated. The Administration shall have the right to final approval for all in-service programs.

IX. DUTY FREE LUNCH

- A. A rotating schedule for a duty free lunch is to be established by each Administrator to allow each Teacher some days for a duty free lunch.

X. POLICIES

- A. Employees 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 the Teacher's contract.
- B. Whenever a Teacher has a question about the interpretation, implementation, or enforcement of any Board policy, he or she shall put the question in writing for clarification at the next Board of Education meeting.

XI. REDUCTION IN FORCE

- A. Upon determination by the Board of Education that there will be a reduction in force, the following guidelines will be used to determine how the number of staff shall be reduced. The Board of Education shall have complete discretion as to the number of staff or subject or grade areas to be reduced.
- B. If a reduction in staff is determined by the Board, the teaching certification, skill and evaluation of all Teachers will be considered. The Board shall first retain those Teachers possessing the qualifications that the Board of Education determines is needed in the district. Willingness to accept extra duty will also be a consideration.
- C. If two or more Teachers are similarly qualified in the area of certification, the Teacher or Teachers exhibiting the greatest individual qualifications as shown by the Teacher's evaluation report shall be retained.
- D. Teachers not renewed as a result of reduction in force may notify the administration of their current address, telephone number and certification. For one (1) year the Administrator shall notify such Teachers of vacancies in the district for which they might be qualified. Notification shall be sent to the last known address. The Teacher's application shall be considered along with all other applications for the vacant position.

XII. COURSE EXPENSE

- A. Expenses for courses required for re-certification to meet a certification deficiency at the time of employment, to meet an added certification requirement by the State Department of Education, or to meet a certification requirement for a transfer in assignment requested by the employee are the responsibility of the employee.
- B. Expenses for courses required for certification caused by the transfer in teaching assignment requested by the Board is the responsibility of the Board. Compensation will be at the rate of one-hundred ten dollars (\$110.00) per credit hour (a maximum of \$1,000.00 per year) and such hours may be used for advancement on the salary schedule. This compensation will be paid at the start of the school year. The Teacher agrees to teach at least two (2) years in the district. If the Teacher leaves the district within one (1) year, the full amount of the compensation will be refunded to the district. If the Teacher leaves the second year, the Teacher will be required to reimburse the district one-half (1/2) the compensation.

XIII. CONTRACTUAL DAYS AND CONTRACT YEAR

- A. The number of contract days including staff development days in the contract year shall not exceed one hundred sixty (160) days, with Teacher and Cheylin Teachers' Organization input into the development of the school calendar. The final decision on the calendar will remain with the Board of Education.
- B. If the State of Kansas should revoke the hourly option or if the Board of Education determines that the four-day week is not educationally appropriate, the Cheylin Teachers' Organization and Board of Education agree to revert back to one hundred eighty-eight (188) Teacher contract days, not to exceed 1,488.33 hours. The fifteen (15) days of leave stated in the 1995-96 contract will be reinstated.

C. Teacher Contract Days

1. The contract day shall not exceed (8) hours and forty (40) minutes, including a lunch period. The Teacher shall be at school twenty-five (25) minutes before the start of school day and shall remain at school until fifteen (15) minutes after school is dismissed.
2. Once each nine (9) weeks, one half-day (1/2) may be shifted to a time period following the normal contract day for the purpose of holding parent-teacher conferences at a time to accommodate parents' work schedules.
3. High School and Middle School: The class day shall contain no fewer than four (4) class periods and no more than eight (8) class periods.

XIV. VACANCY NOTIFICATIONS

- A. Whenever a vacancy occurs in USD #103, that vacancy shall be posted in a conspicuous place in each faculty workroom.

XV. REPRODUCTION OF AGREEMENT

- A. The district shall provide each employee with a copy of the Negotiated Agreement. The Cheylin Teachers' Organization will assist with the copy work and distribution as the district wishes assistance.

XVI. DURATION OF AGREEMENT

- A. This Agreement shall become effective **July 1, 2022**, provided it is ratified by a majority of the members of the board and a majority of the members of the negotiating unit.
- B. All articles of this Agreement shall continue in full force and effect to, and including **June 30, 2023**, unless written notice to amend is given by either party to the other not later than February 1, immediately preceding the expiration date pursuant to K.S.A. 72-5423.

XVII. SAVINGS CLAUSE

- A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and the recognized bargaining agent shall enter immediately into negotiation to replace any provision found to be contrary to law.

XVIII. REFERENCE CLAUSE

- A. The primary and supplemental duty contracts shall contain the following paragraph: "The Negotiated Agreement between the Board and the recognized bargaining agent is incorporated into this Contract by reference. The Negotiated Agreement shall have the same force and effect as though it were fully set forth in this Contract."