



**U.S.D. 108**

**Certified Employee**

Master Agreement & Handbook

**2010-2011**

# U.S.D. 108 Certified Employee Handbook

2010-2011

## Personnel Handbook

1. **Work day.** Certified employees will assume responsibilities no later than 7:45 a.m and will continue until 3:27 p.m.
2. **Leaving the Building.** Employees who must leave the building during their workday should check through the office before leaving.
3. **Faculty Meetings.** Each principal will set times and frequencies.
4. **Supervisory Duty.** All teachers, secondary and elementary, will be expected to have supervisory duty. This will be assigned during the school year by the building principal.
5. **Working Late.** Many times teachers work late or come back in the evening for meetings. Teachers who do this are expected to see that their rooms and the building are properly locked upon leaving, especially if they are the last to leave.
6. **Lesson Plans.** Planning is necessary in any organization; it is critical in the classroom. Each teacher is required to develop lesson plans and submit them to the principal. Principals will determine when the weekly plans are due in their office.
7. **Planning Time.** Each individual teacher and staff member should determine the best time for planning the day's activities either before school starts, during a free period, or at the end of the day.
8. **Weekly Reports.** Each teacher will keep a weekly report in classroom. This report should include lesson plans for the next week (principals discretion see item 6, lesson plans) and beginning with the second week of school, a list of those students who are failing (F) or near failing (D).
9. **Paydays Certified Employees.** Paydays for certified employees will be on or before the tenth of each month beginning September 10<sup>th</sup>. Should the 10<sup>th</sup> fall on a Saturday, Sunday or holiday, the pay date will be the preceding Friday or the day before the holiday. All certified employees will receive their paycheck in twelve equal installments, which will be direct deposited into the bank account of their choice.
10. **Re-Issued Checks.** Should an employee lose an expense check and replacement issued, the employee will be responsible for any bank charges.
11. **Leaves.** Leaves for certified personnel are addressed in the Master Agreement. A form needs to be completed prior to taking any leave. Email the Leave Request form to your building principal for approval. Please do not wait until the last of the year to take your personal leave. See *Website*.

12. **Sick Leave.** Sick leave will be allowed as per the Master Agreement. It is the responsibility of each employee to notify the principal if he/she is ill and unable to report for work. This needs to be done as early as possible in order that substitutes may be secured when needed. The principal will report all personnel who have been absent from their jobs for any reason to the district office.

13. **Teacher Absences.** When an employee is ill, they shall call the building principal by 6:00-6:15 a.m. It is the responsibility of the absent teacher to notify the school before 2:15 p.m. each day so that the substitute can be notified whether or not they need to return.

14. **Employee's Lounge.** Each building has an employee's lounge and each employee will have a period of time during the day (time permitting) when he/she will not be directly responsible for class. The lounge has been provided as a place for employees to be able to relax in a friendly atmosphere. **"Lounge talk" should be a reflection of a teacher's professional attitude.**

15. **Teacher Evaluations.** The teacher evaluation instrument will be filled out pursuant to the guidelines established in the evaluation instrument.

16. **Purchases for the District.** Any items purchased for the district must be through requisitions/purchase orders. Employees will not be able to use personal funds and expect reimbursement. The petty cash fund will be used to pay for items when it is necessary to pay reimbursement. Bills presented without proper purchase orders will not be paid. Requisitions must be completed and approved by the building principal or supervisor prior to a purchase order being issued. *See Website.*

- A. **Ordering on Approval.** Items ordered on approval must be ordered on a pre-approved purchase order stating that is being ordered on approval.
- B. **Ordering by Telephone/Fax.** Ordering by telephone or fax is discouraged unless it is a true emergency. This must have prior approval of the Superintendent's office.
- C. **Other Purchase Order Information.** When attending conferences the registration will be paid by purchase order rather than issuing a petty cash check. It will be the individual's responsibility to be sure that the conference sponsor will accept a purchase order. Should a problem occur in this area, notify the Superintendent's office.

17. **Expense Reports.** The expense report should be completed and turned in to the district office for such instances as: expenses for meals while attending out-of-district meetings, mileage and miscellaneous expenses. Employees are responsible for obtaining an itemized receipt for all credit card charges. Failure to obtain an itemized receipt may result in the employee paying for the expense. Expenses will be paid only on trips that have a request form on file and prior approval from the Superintendent's Office. As stated in number 8 of this handbook, employees will not be able to expend personal funds for teaching supplies, etc., and expect reimbursement.

18. **Student Handbook.** There are additional rules and regulations set forth in the student handbook that all personnel are expected to implement. Please read carefully.

19. **Discipline.** Discipline and teaching go hand in hand. Orderly conduct is becoming of every good citizen and is the goal toward which the school should strive. Teachers should manage their classrooms in such a manner that enhances purposeful activity. An orderly classroom is not necessarily quiet, but it is one in which each child has the opportunity to contribute and be heard. It is also a room in which there is sufficient calm to enable a child to think without confusion.

20. **Grading and Retention.** The board feels that the professional staff can be depended upon to make decisions regarding student progress. However, the board considers it very important that parents be consulted and well informed at an early date where retention is advisable.

A. Grade cards will be distributed quarterly.

*Incomplete*

1. An incomplete may be given when a student has recently been absent or for other valid reasons, such as not handed in assigned work.
2. An incomplete should be redeemed within the following two-week period. Failure to do so may cause an incomplete to become a failure.

21. **Make-Up Work.** When returning from an excused absence, a student will have the same number of days, plus one to make up work. Students who know they are going to miss class should obtain the assignments and complete the work prior to the absence. Materials are due on call of the teacher.

22. **Period Absentees.** A listing of students absent or tardy should be posted in the computer during the first ten minutes of the first class period. Attendance will be checked and absent students posted to the computer each hour (grade school morning and after lunch) by all teachers. Teachers without computer access (i.e. weightlifting and physical education) will report absentee students to the office and the secretary will post them to the computer.

23. **Absentee Student Assignments.** Parents may call the school requesting assignments for a student who is absent. When this occurs, the absentee student assignment form will be distributed to the appropriate teachers for completion. These forms should be returned to the office for pick-up by the parent.

24. **Hall Passes.** Teachers are to use utility slips as permission slips for students to be in the hallways during class times. These should be used with good judgment.

25. **Tobacco Policy.** See Board Policy.

26. **Drug & Alcohol Free Workplace.** See Board Policy.

27. **Discrimination Policy.** See Board Policy.

28. **Sexual Harassment Policy.** See Board Policy.

29. **Dispensing Medication.** See Board Policy.

30. **First Aid and Injury Reporting.** Any student requiring first aid during the school day must be brought to the nurse's office, if possible, for treatment and/or determination of the extent of the injury. First aid supplies are available in the nurse's office. The principal is required to report all injuries. Strict adherence to this policy is for the protection of the teacher, pupil, and school. The teacher and/or the school could possibly be held liable for a mishandled injury.

31. **Blood Borne Pathogen Policy.** For the protection of students and employees alike, USD No. 108 has developed policies and procedures regarding the handling of blood and body fluids. The Blood Borne Pathogen Policy and procedure handbook can be found in the superintendent's, principals and nursing offices. Hepatitis B vaccine is available to all employees upon request. The vaccine is the employee's choice.

32. **Workers Compensation.**

**Notice of Accident.** An employee injured while on duty or on school property shall notify their supervisor in writing within 10 calendar days of the injury. Failure to provide notice may bar payment of workers compensation benefits.

**Injury from Social or Recreational Events.** Workers compensation does not cover injuries to employees engaged in recreational or social events unless the employee was required to attend and the injury resulted from performing normal job duties or as specifically instructed to be performed by an administrator or supervisor.

33. **Physical Forms.** Teachers and staff are required to have physical forms pursuant to 725213 and USD No. 108 policy. Bus drivers are required to have a physical examination every two years. See *Website*.

34. **Student's Physical Examination.** Kansas State High School Activities Association requires all students participating in athletics and cheerleading to have on file a parent signed KSHSAA Physical Examination form. Forms are available in the Jr.-Sr. High School office.

35. **Sponsorships.** Each school organization is required to have at least one faculty sponsor. Such sponsors are appointed by the administration and are to act as general advisors and chaperons. All meetings are to be held with the knowledge and consent of the head sponsor. The sponsor(s) (substitute sponsors may be used with the administrator's approval) must be present during all group meetings of a class or an organization. Minutes shall be kept on all organization and class meetings.

36. **Activity Record Information Sheets.** Sponsors or coaches are responsible for completing a summary of the activities or the sport they sponsored or coached during the school year. This applies to both Jr. High and High School. See *Website*.
37. **Attending School Activities.** Faculty and staff should attend school functions and activities. Attendance at activities promotes a positive image of our staff to the students and patrons of our community.
38. **Assemblies.** All teachers are expected to attend all assemblies, pep rallies, etc. Teachers should sit with the students and help maintain order.
39. **Scheduling Activities.** Activities that take students and teachers out of regular classes must be scheduled, approved by the principal, and put on the school calendar as far in advance as possible. All activities must be scheduled at least eight days in advance. Lists of the students involved in the activity must be turned in to the office on Thursday of the week preceding the scheduled activity. Activities should be scheduled as prudently as possible to prevent students from being out of class any more than necessary.
40. **Activity Trip Bus Requests.** Requests must be made for all activities requiring a bus/school vehicle to the principal. A list of all students riding the bus/vehicle must be filed with the principal's office. Vehicles will be scheduled through the transportation department.
41. **Mileage.** Employees will be reimbursed at the rate of 50 cents per mile for use of their private vehicles when conducting school business; however school vehicles should be used whenever possible.
42. **Inservice Trip Requests.** From time to time employees will need to make trips to represent the district. A travel expense voucher needs to be filled out and signed by the employee and principal for approval prior to taking the trip. School Credit Cards are available and should be checked out from the district office. See *Website*.
43. **Field Trips.** Requests for field trips must be made through the principal's office and placed on the school calendar at least two weeks in advance. Field trips, which are correlated to the curriculum, are valuable and are encouraged, but consideration to the school calendar should be given.

Students participating in field trips shall be under the supervision of a teacher or school employee at all times.

44. **School Vehicles.** The school has vehicles for staff to use when an official business with the district; i.e., conferences, meetings, etc. Buses and vehicles are fueled by transportation at the Bus Barn. In order to obtain a vehicle, an employee must e-mail/speak to the Transportation Director with the following information: Date(s) vehicle(s) is needed, destination, number of people riding in vehicle, time of day vehicle will be

picked up from the bus barn and an approximate time the vehicle will be returned. Please fill out and leave the trip sheet in the vehicle.

45. **Fund Raising Requests.** Organizations or teachers requesting a fund raising activity must first secure permission from the building administrator before planning a fund raising activity. The fund raising request form must be completed and turned into the principal.

46. **Fire and Tornado Drills.** By law, a fire drill is required each month for each building and tornado drills are required three times a year. The principal will be responsible for scheduling these drills. It is the teacher's responsibility to supervise the students until the drill is complete.

47. **Other Emergencies.** The building principals will be reviewing specific procedures that will be used in each building prior to the beginning of school.

48. **Care of Equipment and Buildings.** Teachers are responsible for their rooms and equipment. Needed repair should be reported in writing to the building administrator as soon as possible.

49. **Audio Visual Equipment.** Audio visual equipment is available in the library. Teachers needing to use the library for a group activity should coordinate the activity with the librarian.

50. **Use of Library.** Teachers and students are encouraged to use the library. Teachers needing to use the library for a group activity should coordinate the activity with the librarian.

51. **After Hours Use of School Equipment.** From time to time it may become necessary for school personnel to use school owned equipment. If equipment is to be taken from the building, it must first be checked out through the attendance center office.

52. **Summer Use.** Approval must be obtained in writing from the district office prior to taking any equipment from any school building.

53. **Keys.** Building security is a major concern. If keys are lost or stolen, the building principal is to be notified immediately. Keys are issued to the staff for their areas of concern: they are not to be duplicated or loaned.

54. **Withdrawal Forms.** Students withdrawing from school are to have the appropriate withdrawal form initialed by the teachers. *See Website.*

55. **Closing Procedures.** Teachers are requested to complete closing procedures according to the end of the year checkout form and as per the principal's directions. It is very important that teachers leave summer addresses and phone numbers. Copies of the

summer addresses and phone numbers will be forwarded to the district office for their use as needed. *See Website.*

56. **Classroom Inventory.** The classroom inventory is to be completed at the end of every school year by the teacher for his/her classroom, by the food director for the kitchen, and the secretaries for each office. Inventories are to be put on the computer network and one hard copy filed with the principal's office. At the beginning of each new school year, inventories should be checked and new items should be added.

57. **Telephone Calls.** If the telephone is used for long distance personal calls, the charges should be made to your home phone number, credit card or the charges reversed.

58. **Computer Network.** We have an excellent computer network. All classrooms, schools and offices are networked. Each teacher has e-mail access and is expected to use it to communicate with each other. Pearson PowerSchool Student Management System will be used by all teachers to record attendance, grades and other information. Each library has the Winnebago System that allows computer access to other libraries.

**There are several procedures that the staff should be aware:**

1. Don't allow students to access hard drives. They should only be on the network! This is for security of the fileserver. Access to hard drive may be allowed with proper supervision.
2. Don't allow students to log in under your name and password or another student's name and password. Don't give a student your password. Make sure you log out.
3. Don't put programs on class menus that are not used during class or that you are not familiar with. If it means limiting your class to the use of only one program-That's Okay!
4. Don't touch computer screens!
5. Shut your computers off at the end of each workday to help conserve energy.
6. Don't leave your password the same for more than one 9 weeks. It has been recommended that passwords be changed every two weeks.
7. Special Notes: If you see a student with a drop to C or DOS-Prompt (black screen) contact the system operator so it can be removed. This is a security measure.
8. Windows and System updates will be done periodically. Please check with your school technician before upgrading or updating operating systems.

If something goes wrong, try to re-boot the computer (CTRL+ALT+DEL). If you still have problems, drop a note to the system operator, Don Brax. Do not interrupt his classes. He will try to fix the problem as soon as he can.

59. **School Closing.** In case of inclement weather and/or other emergency situations, the following radio and television stations will be notified at the earliest possible time:

Radio

WIBW Radio 580AM/94.5FM, Topeka  
KNDY Radio 1570AM/95.5FM, Marysville  
KSAL Radio 1150AM. Salina  
KREP Radio 92.1FM, Belleville  
KGMT/KUTT Radio 1310AM/99.5FM, Fairbury  
KISS Radio 95.3FM, Concordia

Television

KOLN TV 10/11, Lincoln  
KSNT TV 27, Topeka  
WIBW TV 13, Topeka  
KTKA TV 49, Topeka  
Local Cable Channel 95,  
Washington

60. **Board Policy.** It is each employee's responsibility to be familiar with the policies of the Board of Education of Washington County USD No. 108. Updated policies are kept in the principal's office, teachers' lounge in each building, and are also on file in the library. A copy of the board policy may be obtained by contacting the central office.

# **Master Agreement**

**of USD 108**

**&**

**Washington County  
Teachers' Association**

**June 2010**

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

The following agreement contains all items, which have been negotiated and agreed to by the Board of Education of USD 108 and the Washington County Teacher's Association. It is agreed that this agreement contains all items, which are in force and effect and is submitted for ratification as the complete agreement of the parties as of the completion of negotiations in the year 2010. It is specifically agreed that this Master Agreement shall be updated at the end of negotiations each year and that only those items set forth herein shall hereafter be considered as items negotiated and agreed to by said Board of Education and said Teachers' Association.

### **ISSUANCE OF PAYCHECKS**

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

### **EXTRA DUTY PAY**

The School District shall pay the sum of twenty dollars (\$20.00) per duty to each teacher who volunteers for or is assigned the extra duty of ticket taker, supervisor at events outside school time, bus sponsor, track meet worker as timer, track meet worker for field events (if one person is both a timer and works field events at a track meet, he/she shall receive pay for two extra duties), clock operator, score bookkeeper, dance sponsor, concession stand sponsor (non-club or class affiliated concession stand sponsor), assistant at county spelling contest, grade school teachers supervising classes at grade school music programs and handling speaker systems for programs, reader at scholar bowl contest, timer at scholar bowl contest, operator for VTR machine at football or basketball games, and sponsor of trips to Shrine Circus. If a teacher works one basketball game a night, doing the scorebook or score clock, that will be considered one-half of a duty.

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

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

junior class sponsor and student council sponsor and to appoint a particular teacher for a certain duty.

The School District reserves the right to determine the number of teachers necessary for any particular duty, the time any duty is to be performed, and all rights of an employer in regard to control and supervision of an employee in the performance of said extra duties. *(Negotiated and agreed to in 1982, amended in 2004, 2007)*

## **GRIEVANCE PROCEDURE**

**A. Purpose:**

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

**B. Definitions:**

- (a) Grievance shall mean any alleged violation of the terms and conditions of an employee's contract of employment.
- (b) "Grievant" means an employee of the Unified School District No. 108, Washington County, Kansas, having a grievance.
- (c) Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.

**C. Procedures:**

**In General.**

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

**Level 1.**

Grievant shall first take up his grievance with his immediate administrative superior in private informal conference(s) within fifteen (15) school days after the occurrence of the event upon which a grievance is based or after the grievant becomes aware of such event. If the employee is dissatisfied with the outcome of the initial private conference(s), he may request a formal conference with his immediate supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate, which will lead to a solution. The formal conference shall occur within five (5) school days of the last informal conference.

**Level 2.**

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

If the grievant appeals the grievance to the Superintendent, the Superintendent or his designated representative shall confer with the grievant in an effort to arrive at a

satisfactory solution with five (5) school days after the Superintendent has received the appeal.

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

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

- (1) The hearing will be conducted in executive session.
- (2) Efforts will be made by all participants to eliminate repetitious testimony and/or materials to the Board; however, each participant will be given reasonable time to present his testimony and/or materials.
- (3) The grievant will make its opening remarks and present its findings in the case.
- (4) The administration will make its opening remarks and present its findings in the case.
- (5) Witnesses will be called individually by the grievant and administration to testify before the Board. The Board may call additional witnesses and may authorize witnesses being called as a group.
- (6) The grievant and the administration may ask questions of the witnesses during the time they are testifying.
- (7) Members of the Board may ask questions of all participants during the hearing.
- (8) A summary statement may be made to the Board by the administration at this time.
- (9) Any new material injected into any summary statement may be rebutted.
- (10) The Board will take the matter of the grievance under advisement and render its decision in written form to the grievant within thirty (30) days of the hearing.
- (11) The decision rendered by the Board shall be the final disposition of any grievance.

E. Supplemental Conditions:

- (1) All individuals involved, and all other who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
- (2) Upon the final determination of the grievance, the documents, communications and records relating thereto, accepting a record of the grievance and the final adjustment thereof and accepting records required by law to be kept and maintained, shall be destroyed.
- (3) At each step of the procedure for adjusting grievances after the initial private conference(s) with his immediate administrative superior, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of grievance and/or to be represented by legal counsel.
- (4) All grievance hearings shall be confidential.
- (5) All discussions and hearings shall be conducted at a time other than when school is in session, or when both parties are mutually available.

- (6) Excluded from the grievance procedure shall be matters for which law mandates another method of review.
- (7) Only the employees affected may file a grievance or an appeal from levels 1 and 2.
- (8) The filing of a grievance at all levels beyond the informal conference in Level 1 shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, place and date of the event or act and the names and addresses of any witnesses thereto.
- (9) In the event a grievance is filed at such time it cannot be processed through all the steps in this agreement by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of forty-five (45) days thereafter.

### Level 3.

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

The Board shall follow the rule below:

The Board, upon receipt of a complaint or grievance, may assign a hearing officer other than those involved in Level 1 or 2, to hear such complaint or grievance and make findings and recommendation to the Board. Such findings and recommendations shall be made to the Board within ten (10) days after the complaint or grievance has been assigned to the hearing officer. The Board shall rule upon such complaint or grievance within thirty (30) school days after the receipt of the findings and recommendations of the hearing officer.

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

## **NOON HOUR DUTY**

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

## **TEACHER'S BASIC CONTRACT**

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

## **EDUCATIONAL ENHANCEMENT PROGRAM**

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

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

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

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

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

## **SICK LEAVE BANK**

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

- (1) At the beginning of each school year, a sick leave bank of forty (40) days shall be established which is not assigned to any individual. The sick leave provided by this bank shall be exclusive of any other sick leave provision and shall be limited to emergency situations such as prolonged illness or serious injury.
- (2) These days (40) will be the only days in the bank in any one (1) year. At the beginning of each school year thereafter, the Board will fill the bank to the original level of forty (40) days. Any days remaining in the pool at the end of the school year will not be cumulative. If all sick pool days are depleted, other teaching staff members may donate their unused sick leave days to replenish the pool upon approval from the Unified School District No. 108 Board of Education.
- (3) Any teacher may apply in writing to draw upon the bank in the event that a teacher has used all earned sick leave otherwise provided for in this

agreement. Such application shall be made to the Superintendent along with an explanation of reasons for the request. In extreme situations, applications can be made after the lost time for illness and the request can be considered retroactive.

- (4) The sick leave bank shall be under the control of a committee which shall consist of the Superintendent, the building principal of the teacher requesting sick leave, one (1) board member, and two (2) teachers appointed by the association president.
- (5) The Superintendent shall notify the applicant in writing regarding the action taken on request. *(Negotiated and agreed to in 1982, amended in 1998, 2001)*

## **PERSONAL LEAVE**

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

## **MANAGEMENT RIGHTS**

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

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

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

### SAVINGS CLAUSE

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

### ACTIVITY PAY SCHEDULE

	Percent of Base
High School	
Head football, basketball, and volleyball coach	12.0
Assistant football, basketball, and volleyball coach	8.5
Head track coach	11.0
Assistant track coach	7.5
Golf coach	8.5
Assistant golf coach	5.5
Cross country coach	8.5
Cheerleader sponsor	6.0
Pep club sponsor	6.0
Drill team sponsor	6.0
Sophomore class sponsor	3.0
Junior class sponsor	3.0
<b>Drama coach – if more than one coach (per play per teacher)</b>	<b>5.0</b>
<b>Drama coach – if only one coach (per play)</b>	<b>6.5</b>
Student council sponsor	4.5
Debate coach	4.0
Forensics coach	8.0
Music {vocal (.3) and instruments (.7)}	10.0
F.F.A. sponsor	7.0
FCCLA sponsor	7.0
Yearbook	4.0
Freshman basketball coach	4.5
<i>(only if there are at least eight (8) freshman games)</i>	
Art club sponsor	3.5
Senior high scholar bowl sponsor	8.0
Foreign Language Club Sponsor	3.5
Athletic Director	5.0
Junior Class Sponsor	3.0
Weight lifting supervisor except summer weight lifting	\$10.00 per hour

Assistant coaches in sports whose head coach is not employed as a teacher by U.S.D. No. 108 shall receive 1% more than the above specified amount each or if an assistant coach is designated

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

High School Summer Duties

Summer band lessons \$ 7.75 per day per student

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

Driver's Education Instructor

Driver Ed. Pay=Drive Ed. Teachers Base/ 185 / 8 hours per day

Summer weight lifting instructor \$1,500.00

<u>Junior High School</u>	<u>Percent of Base</u>
Head football and basketball coach	8.5
Assistant football and basketball coach	5.5
Volleyball coach	8.5
Pep club sponsors (includes bus sponsorship)	3.0
Vocal music	5.0
Track coach	7.5
Scholar bowl sponsor	4.0

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

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

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

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

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

## **FRINGE BENEFITS**

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

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

*(Negotiated and agreed to in 1994, amended in 1999, 2001, 2006, 2007, 2009)*

## **PARENT-TEACHER CONFERENCES**

There shall be a parent-teacher conference held in the fall semester each year. This conference shall be held on Tuesday evening and Thursday evening: provided if a major school activity is being held on the night of a conference the administration may change the date. The fall conference shall be held in the week following the conclusion of the first nine-week period of the school year. When two evening conferences are held there will be a comp day placed within the school calendar to compensate the teachers' time. If deemed necessary, the administration shall schedule a second conference during the third quarter of the school year. *(Negotiated and agreed to in 1997, amended in 2002, 2006)*

## **LENGTH OF SCHOOL DAY**

The school day shall begin at 8:00 a.m. and end at 3:12 p.m. The school day will be composed of eight (8) periods of forty-eight (48) minutes each. It is also agreed that each student will not be allowed to have more than one (1) study hall period per day except by the consent of the administration, which shall be given only in extraordinary circumstances. *(Negotiated and agreed to in 1995)*

## **SICK LEAVE**

Sick leave may be accrued at the rate of ten (10) days per year up to sixty (60) days. If more than the accrued sick leave is taken, deductions will be made from the last paycheck of the year at the rate of 1/185 of yearly pay for each day over the sick leave. The teacher is to have sufficient lesson plans regardless of the reason for absence so a substitute can go ahead with the work of the class.

Sick leave may be taken to attend funerals or for illness of members of the immediate family (spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, uncles, aunts, nieces and nephews).

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

## **SALARY SCHEDULE**

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

### **MASTER DEGREE**

Each teacher who has a Master Degree shall receive in addition to the salary set forth in the Salary Schedule, the sum of one thousand dollars (\$1000.00) per year to be paid one-twelfth (1/12) with each monthly paycheck. *(Negotiated and agreed to in 1986, amended 2003, 2006)*

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

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

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

### **LEAVE FOR TEACHER'S ASSOCIATION OFFICERS OR AGENTS**

The School Board will credit three (3) days of leave to the Teacher's Association of U.S.D. No. 108 to be used by teachers who are officers or agents of the association and at the discretion of the association; provided, the association shall pay the School Board the sum of forty dollars (\$40.00) per day for said leave; and provided further, no one teacher shall use more the two (2) days of said leave. The association shall notify the Superintendent of U.S.D. No. 108 two (2) weeks in advance of the date said leave is to be used and the teacher or teachers who will be using said leave. *(Negotiated and agreed to in 1975)*

### **ELEMENTARY PLANNING TIME**

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

## **CREDIT HOURS TO MOVE Laterally**

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

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

If a teacher teaches or supervises a class during his/her free period because no substitute teacher for an absent teacher has been obtained, the teacher shall be paid at the rate of ten dollars (\$10.00) per period. Any payment due to a teacher for teaching or supervising a class during his/her free period shall be payable for the entire year at the end of the school year. For purpose of this item, the term period shall mean a class lasting forty-eight (48) minutes. If the class lasts less than forty-three (43) minutes or more than fifty-three (53) minutes, the compensation shall be apportioned based upon eight dollars (\$8.00) for forty-eight (48) minutes. *(Negotiated and agreed to in 1995, amended in 2009)*

## **PAYMENT FOR HOURS**

The District shall pay the sum of one hundred dollars (\$100.00) per hour\* for each hour of credit completed by a teacher which qualifies as an hour to move laterally on the salary schedule. Payment shall be made, when the teacher's transcript is received by the District showing completion of the course and receipt of the credit. Hours must be submitted within 12 months of completion to receive payment.

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

## **INSERVICE TRAINING**

The District will provide a refresher course in first aid once every three years and a refresher course for CPR every other year as a part of teacher inservice training and the District shall supply the instructor for said refresher courses. In addition, a committee of the Washington County Teacher's Association shall meet with the Administration of U.S.D. No. 108 in the spring of each year to make suggestions for speakers to be obtained for inservice training for the following year. The Administration and the teachers shall attempt to arrive at a mutually agreeable speaker for inservice training. Attendance by each teacher is mandatory. *(Negotiated and agreed to in 1988, amended 2003)*

## **OUTSIDE EXPERIENCE**

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

experience in other school systems for purposes of placement on the salary schedule. *(Negotiated and agreed to in 1988, 2006, 2007)*

### **REDUCTION OF STAFF**

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

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

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

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

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

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

### **ZERO HOUR CLASSES**

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

### **HEALTH INSURANCE**

USD No. 108 will participate in the State of Kansas Employee Health Care Program. The Board will purchase for each certified full time teacher that is at least .48

FTE who enrolls in the State of Kansas Employee Health Care Program a single plan of health insurance. Any part time certified teacher that is at least .3 FTE who enrolls in the State of Kansas Employee Health Care Program will receive part time benefits as specified in the plan. The Board will contribute towards the dependent care plans those amounts required by State of Kansas Employee Health Care Program pursuant to the five year ramp up provisions. No cash in lieu of insurance is permitted. *(Negotiated and agreed to in 1994, amended in 2002, 2006)*

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

When requested by the Administration to participate in QPA and OBE programs, each teacher shall be paid the sum of eighty dollars (\$80.00) per day for hours used in the QPA and OBE process over the one hundred eighty-five (185) day contract of each teacher based upon an eight (8) hour day, with part days compensated on a pro-rata hourly basis. *(Negotiated and agreed to in 1994)*

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

### **EARLY RETIREMENT**

After completion of a minimum of twenty (20) years of employment in U.S.D. No. 108, a teacher shall be eligible to receive early retirement pay under the following schedule (if teacher is employed in either USD 221 or USD 222 during the 2005-2006 school year, the years accumulated in that district will count towards total for years of employment):

- Age 61 or before: .55% (55/100<sup>th</sup> of 1%) of base salary times year of service in U.S.D. No. 108;
- Age 62: .45% (45/100<sup>th</sup> of 1%) of base salary times year of service in U.S.D. No. 108;
- Age 63: .35% (35/100<sup>th</sup> of 1%) of base salary times year of service in U.S.D. No. 108;
- Age 64: .25% (25/100<sup>th</sup> of 1%) of base salary times year of service in U.S.D. No. 108.

Base salary shall mean the salary received by the teacher in his/her final year of employment in U.S.D. No. 108 excluding the fringe benefits, supplemental contracts and extended contracts.

Payments for early retirement shall be paid to the teacher by June 30<sup>th</sup> of the year in which the teacher retires.

In order to receive early retirement, a teacher shall:

- (a) notify the Board of Education of U.S.D. No. 108 by March 1<sup>st</sup> in the year in which he/she intends to retire in writing; and
- (b) submit a letter of resignation by March 1<sup>st</sup> in the year he/she intends to retire.  
*(Negotiated and agreed to in 1997, amended in 1998, 2006)*

The above and foregoing agreement correctly and accurately reflects the agreement reached by the Teacher's Negotiating Committee and the School Board's Negotiating Committee and said agreement is hereby submitted to the Washington County Teachers' Association and the Board of Education of U.S.D. No. 108, this 16<sup>th</sup> day of June, 2010.

Celeste H. Edgar  
WCTA President

The foregoing agreement is ratified by the Board of Education of USD No. 108, this 14<sup>th</sup> day of June, 2010.

Dennis A. Sted  
U.S.D. No 108 School Board President

Exhibit A

Washington County Schools USD 108  
Salary Schedule for 2010-2011

Exp	130 hr	140 hr	150 hr	160 hr	170 hr	180 hr	190 hr	200 hr	210 hr
0	31,750	32,150	32,550	32,950	33,350	33,750	34,150	34,550	34,950
1	32,150	32,550	32,950	33,350	33,750	34,150	34,550	34,950	35,350
2	32,550	32,950	33,350	33,750	34,150	34,550	34,950	35,350	35,750
3	32,950	33,350	33,750	34,150	34,550	34,950	35,350	35,750	36,150
4	33,350	33,750	34,150	34,550	34,950	35,350	35,750	36,150	36,550
5	33,750	34,150	34,550	34,950	35,350	35,750	36,150	36,550	36,950
6	34,150	34,550	34,950	35,350	35,750	36,150	36,550	36,950	37,350
7	34,550	34,950	35,350	35,750	36,150	36,550	36,950	37,350	37,750
8	34,950	35,350	35,750	36,150	36,550	36,950	37,350	37,750	38,150
9		35,800	36,200	36,600	37,000	37,400	37,800	38,200	38,600
10			36,650	37,050	37,450	37,850	38,250	38,650	39,050
11			37,150	37,500	37,900	38,300	38,700	39,100	39,500
12				38,000	38,350	38,750	39,150	39,550	39,950
13					38,850	39,200	39,600	40,000	40,400
14						39,700	40,050	40,450	40,850
15						40,200	40,550	40,900	41,300
16						40,700	41,050	41,400	41,750
17							41,550	41,900	42,250
18								42,400	42,750
19	Base:	\$31,750				Master Bonus:	\$1,000		43,250

Insurance:	\$5,439	Steps	Across:	\$400
			Down:	\$400
			and:	\$450
			and:	\$500

\* Activities Pay Schedule \*

<< High School >>

Head BB,FB,VB	12.0%
Asst. FB,BB,VB	8.5%
Head Track	11.0%
Asst. Track	7.5%
Golf	8.5%
Asst. Golf	5.5%
Cross Country	8.5%
Cheerleader	6.0%
Drama (per play per teacher)	5.0%
Drama (per play one teacher only)	6.5%
Student Council	4.5%
Debate	4.0%
Forensics	8.0%
Music (voc/ins)	10.0%
FFA Sponsor	7.0%
FCCLA Sponsor	7.0%
FBLA Sponsor	7.0%
Yearbook	4.0%
Pep Club Sponsor	6.0%
Freshman Basketball	4.5%
Art Club	3.5%
Foreign Language Club	3.5%
Scholars Bowl	8.0%
Drill Team	6.0%
Athletic Director	5.0%
Sophomore Class Sponsor	3.0%
Junior Class Sponsor	3.0%

<< Junior High >>

Head FB,BB,VB	8.5%
Asst. FB,BB, VB	5.5%
Pep Club	3.0%
Head Track	7.5%
Grade Music	5.0%
Scholars Bowl	4.0%