

AGREEMENT

BETWEEN

USD 203 BOARD OF EDUCATION

AND

PIPER TEACHERS' ASSOCIATION

2014-2015

TABLE OF CONTENTS

ARTICLE	PAGE NO.
Management Rights Clause	3
Teacher Contract Year	3
Holidays and Vacation Days	3
Teacher Workdays	4
Teacher Duty Day	4
Duty Free Lunch	5
Instructional Planning Time	5
Committee Work Payment	5
Professional Growth	6
Salary Schedule Advancement	6
Extra Duty Pay	7
Pay Schedule for Extra Duties	8
Library Media Specialist Contract Extension	9
Staff Shared Between Facilities	9
Grievance Procedure	9
Political Activities	11
Parent/Student Complaints	12
Disciplinary Actions	12
Probation	13
Suspension	13
Resignation	14
Paid Leaves	14
Unpaid Leaves	16
Payment for Unused Sick Leave	17
Leave Donation	17
Staff Protection	18
Personal Injury Benefits	18
Non-Teaching Duties	19
Reimbursement for College Courses	19
Use of Telephones	19
Compensation Guides and Contracts	19
Pay Periods and Payroll Deductions	19
Salary Schedule	21
Salary Schedule Notes	22
Reduction in Force	23
Teacher's Regular Contract	25
Fringe Benefits	27
Salary Reduction Fringe Benefit Plan	27
School Calendar, Insurance, & Operations	28
Publishing Contract	28
Savings Clause	28
Voluntary 403(b) Retirement Program	28
Duration	30
Appendix	31

MANAGEMENT RIGHTS CLAUSE

It is understood and agreed that the Board retains those powers expressly granted to it by statute, including those necessarily implied, and that the statutes are to be strictly construed, including the right to make unilateral changes except as specifically limited by any provision contained within this agreement, including by way of example but not by way of limitation, exclusive right to manage and control the school district and property within the district; prescribing rules for student discipline and discipline control; recruiting, selecting for hire and staffing all newly created or vacant positions; fix and describe the duties to be performed by all persons in the public school service within the district; maintain schools and classes as provided by law; prescribe rules not inconsistent with the law or within the rules prescribed by the State Board of Education; assign, transfer or make job assignments to persons employed within the school district; establish and require promotional examinations and evaluation of certificated personnel employed within the school district; make final approval of curriculum and textbook selections; establish pupil discipline policy; to determine matters that may affect the welfare of the students; to reduce staff; to determine the starting and the quitting time; expend school funds and determine priorities for expenditures; to determine all matters relating to the definition of educational objectives; to determine the content of the courses and curricula and other aspects of the instructional program to the extent these matters are within the discretion of the public school employer or governing board within the law. It is agreed that these provisions do not supersede the provisions of the agreement and are specifically limited by such agreement. Any right reserved herein shall not be exercised without regard to the rights of employees as outlined in this agreement. It shall not be for the purpose of discriminating against any employee and shall not invalidate any provision included within this agreement.

The foregoing enumeration of school board rights and responsibilities is not intended to exclude other rights not enumerated herein. The only limitation on any right of the board shall be by law or by the express limitation by specific provision contained within this agreement.

TEACHER CONTRACT YEAR

The teacher contract year shall consist of no more than 183 days for 2014-2015. Teachers new to the district will work 185 days. Placement of inservice days shall be at the discretion of the board.

HOLIDAYS AND VACATION DAYS

The board of education shall adopt the school calendar each year. The following vacation days/holidays will be included, with the minimum number of days as designated:

Labor Day (if applicable)--one weekday

Thanksgiving--three weekdays

Winter Break--six weekdays or seven if January 2 falls on weekday
(January 2 - if applicable)

Martin Luther King Day--one weekday

President's Day--one weekday

Spring Break--five consecutive weekdays

Memorial Day (if applicable)--one weekday

“Weekday” is defined as Monday through Friday.

Elementary schools will have half- days of regular class during the last two days of each semester.

The board may assign more than the minimum number of days.

TEACHER WORKDAYS

One-half (1/2) day workday for teachers will be scheduled at the end of each grading period, except that a full workday shall be scheduled at the end of the first semester. A minimum of one (1) teacher workday will be scheduled at the beginning of the school year, before the students' first day. No professional development work shall be scheduled on teacher work days.

TEACHER DUTY DAY

The teacher duty day shall consist of a seven hour and 45 minute (7:45) block of time. The building principal shall set the beginning and ending times for the school day. The teacher duty day shall be extended on occasion for a total of seven (7) hours per school year. At least two calendar weeks notice will be given prior to extending the school day. Extensions may not be made on holidays or weekends. The principal may schedule meetings for professional purposes, student assistance, Professional Learning Communities work, open house, back-to-school night, faculty meetings out side the duty day, or other events shall be counted as part of the seven hour extension.

DUTY FREE LUNCH

Every teacher will be provided a duty free lunch period as follows:

- a. No less than 25 minutes including passing periods at the high school.
- b. No less than 25 minutes including one passing period at the middle school and elementary school.

Teachers may agree to relinquish this time for paid lunchroom supervision.

INSTRUCTIONAL PLANNING TIME

Professional employees with classroom responsibilities shall be provided time daily for conferences and instructional planning as shown below. This time shall be included within the framework of the student school day. Teachers shall be compensated at the rate of \$22.00 per hour to cover for loss of this time due to the teacher being assigned by the administration to cover for another teacher, or if the teacher's regular assignment does not allow for any or all of the allowed planning time. Elementary teachers that are assigned extra students in the case that a substitute teacher is not available will receive \$22.00 an hour.

1. Grades kindergarten through twelve--Minimum of one (1) thirty minute block per day totaling no less than 200 minutes per week.

COMMITTEE WORK PAYMENT

Service by teachers on any committee shall be on a voluntary basis.

The board may pay for board or administrator initiated committee work outside of the school day or school year. If such pay is awarded, it shall be at the rate of \$20.00 per hour. If pay is not awarded, IDP credit may be awarded if all applicable conditions are met. Licensed staff, including all USD 203 special education and pre-kindergarten teachers, that participate in IEP meetings outside the workday, will receive \$20.00 per meeting attended. The administration may pre-approve a payment of \$20.00 per IEP for time spent outside to workday for IEP development.

PROFESSIONAL GROWTH

Unified School District 203 encourages and expects each certified staff member to continue professional growth throughout his/her period of service.

Regular participation in professional development seminars, sessions and workshops is required of all certified staff members. Participation opportunities will be provided at the district level, the building level, and the individual level.

Each staff member will plan his/her program participation in advance and will record personal professional development goals on the district Appendix B-Individual Professional Development Plan (IPDP). A record of these goals will be kept in his/her personnel file.

The principal and superintendent, or his/her designee, will approve requests for professional leave. Certified staff members are encouraged to participate in, and request points through, the USD 203 Professional Development Program. Points may be awarded for two purposes: recertification/relicensure, or advancement on the salary schedule. The following article applies only to advancement on the salary schedule, not recertification/relicensure.

Salary Schedule Advancement:

Teachers may advance horizontally on the salary schedule using college credit hours, or a combination of professional development points and college credit hours. Each twenty (20) approved professional development points will equal one college credit hour for advancement on the salary schedule. College credit hours must account for one-half (1/2) of the credit hours necessary to change salary levels.

The following guidelines apply to all professional development points eligible for application toward salary schedule advancement:

1. A request for participation in a professional development activity must be **approved in advance**.
2. The training must **occur outside the certified staff member's regular contract day**.
3. The requested training must **directly align with one or more of the certified staff member's professional development goals from his/her IPDP**.
4. The employee will **provide information describing the application** of the new knowledge or skills in the classroom **and/or** the expected **impact** for students.
5. Points that may be applied:
 - *PDC Approved Knowledge Level Activities
 - **PDC Approved Application Level Activities

*****PDC Approved Impact Level Activities**

Teachers on the Sp./Dr. level will receive an amount equal to the difference between the first steps of the Sp./Dr. and the immediately preceding level for each fifteen (15) college hours, or a combination of professional development approved points and college hours.

All certified staff members will attend professional development sessions unless excused by the superintendent or his/her designee. Professional development activities may utilize all or a portion of a contract day or staff meeting.

*See accompanying page for explanation

	Recertification/Relicensure (Any PDC Approved Hours)	Salary Advancement (Limited to PDC Approved Hours Outside the Contract Day)
*Knowledge Level Activities	1 hour = 1 Recertification Point	1 Knowledge Hour = 1 Salary Advancement Point
**Application Level Activities	1 hour = 2 Recertification Points	1 Application Hour = 1 Salary Advancement Point
***Impact Level Activities	1 hour = 3 Recertification Points	1 Application Hour = 1 Salary Advancement Point

Teachers may advance horizontally on the salary schedule using college credit hours, or a combination of professional development points and college credit hours. Each twenty (20) approved professional development points will equal one college credit hour for advancement on the salary schedule. College credit hours must account for one-half (1/2) of the credit hours necessary to change salary levels.

EXTRA DUTY PAY

Pay for extra duty shall be at the rate of \$20.00 per hour. Payment for extra duty will be made only if such duty is approved in advance by the appropriate administrator, or the person having administrative control in the case of a late assignment.

* See “Extra Duty Pay” form in appendix.

SUPPLEMENTAL PAY SCHEDULE

High School Head Coach

Football	0.123
Basketball	0.123
Golf	0.117
Baseball	0.117
Track	0.117
Volleyball	0.119
Wrestling	0.122
Softball	0.117
Soccer	0.119
Cross-Country	0.094
HS Bowling	0.080

High School Assistant Coach

Football	0.082
Basketball	0.082
Track	0.075
Volleyball	0.079
Wrestling	0.082
Golf	0.064
Softball	0.071
Soccer	0.071
Baseball	0.071

Middle School Head Coach

All Sports 0.080

Middle School Assistant Coach

All Sports 0.057

Activity and Other Assignments

Academic Comp.	0.068
Cheerleader-HSHd	0.150
Cheerleader-HSAst.	0.120
Cheerleader-MSHd	0.068
Cheerleader-MSAst.	0.037
Asst. Debate	0.050
Debate	0.072
Department Head	0.050
Detentions (sem.)	0.023
Drama-HS	0.090
HS Asst. Drama	0.030
Drama-MSHd.	0.050
(Max. of two plays)	
Drama-MSAst.	0.023
Drill Team	0.110
Drill Team Asst.	0.050
Asst. Forensics	0.037
Forensics	0.072
Inst. Mus. (HS/MS)	0.150
Jr. Class Sponsor	0.044
Lunchroom Supv.	0.062
NCA/QPA Chair	0.063
NHS	0.037
PDC Chair	0.082
PDC Member	0.040
(two per school)	
Reading/Math Cadre	0.082
HS Robotics	0.080
HS Asst. Robotics	0.037
Stagecraft	0.046
Stuco-HS	0.080
Stuco-MS	0.037
HS Vocal Music	0.090
MS Vocal Music	0.030
EL Vocal Music	0.018
Yearbook-HS	0.060
Yearbook-MS	0.035
Yearbook-Elem.	0.018
PES Before Care	0.090
PES After Care	0.090

Longevity Scale

Step	Amount
1	
2	
3	
4	
5	
6	\$40,000
7	\$40,705
8	\$41,409
9	\$42,113
10	\$42,818
11	\$43,522
12	\$44,227
13	\$45,304

1. The decimal factor is to be applied to the appropriate step.
2. Each step represents one year of experience.
3. Incoming coaches shall be placed no higher than level nine. The allowable initial placement shall increase by one level per year until reaching level 13.
4. Coaches/Sponsors moving from HS to MS in the same activity will keep the same placement.
5. The longevity scale will be adjusted annually to reflect the new base.

LIBRARY MEDIA SPECIALIST CONTRACT EXTENSION

Library media specialists shall be assigned eight (8) contract days in addition to the regular number of contract days. The placement of these days shall be made by the principal after consultation with the library media specialist and shall be compensated at the same rate as regular contract days.

STAFF SHARED BETWEEN FACILITIES

Staff members who have duties at more than one facility are entitled to:

1. Receive compensation for mileage, at the state-established rate, for travel among all Piper school sites as assigned.
2. Have an assigned planning time at the facility where the staff member has the greatest responsibility.

These shared staff members are encouraged to participate as fully as possible in staff development activities, curriculum activities and faculty meetings at all assigned buildings. The board recognizes that it is not practical for shared staff members to attend all activities and meetings at all assigned buildings.

GRIEVANCE PROCEDURE

The purpose of this policy is to provide for the orderly disposition of grievances for professional employees of Unified School District #203 of the State of Kansas.

1. A grievance shall be understood to be an alleged violation of the negotiated agreement.
2. To the extent possible, a grievance shall be settled as rapidly as possible according to the following procedures:

Level One: The aggrieved professional employee shall first discuss the grievance with his/her principal or immediate supervisor in an informal conference. Those present at the level one informal conference will be the principal or assistant principal and the grievant.

Level Two: If the aggrieved professional employee is not satisfied with the disposition of the grievance after the completion of level one, a formal written

grievance may be filed with the principal or immediate supervisor within five (5) school days after the completion of level one, on a form provided by the board of education. Within ten (10) school days after the receipt of the written formal grievance by the principal, the principal shall meet the aggrieved professional employee in an effort to resolve the grievance at this level.

Level Three: If the aggrieved professional employee is dissatisfied with the disposition of the grievance at level two, the grievance may be filed with the superintendent or his/her designee within five (5) school days after the completion of level two. Within ten (10) school days after the receipt of the written grievance by the superintendent, the superintendent or his/her designee shall meet with the aggrieved professional employee in an effort to resolve the grievance. The superintendent shall submit a decision in writing to the aggrieved professional employee within ten (10) school days after the completion of the level three meeting.

Level Four: If the aggrieved professional employee is dissatisfied with the disposition of level three, the employee may appeal the grievance to the board of education within ten (10) school days after the completion of level three. The grievance shall be submitted in writing and sent to the clerk of the board of education. The board as a whole may choose to hear the grievance, or may appoint a hearing officer to hear the grievance and make a recommendation to the board. In either case, the board will render a decision on the grievance within thirty (30) days of the clerk's receipt of the grievance, such decision becoming the final disposition of the grievance.

3. In all steps provided herein the following rules will apply:
 - (A) All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
 - (B) All grievance hearings shall be confidential.
 - (C) All discussions and hearings shall be conducted at times other than when school is in session.
 - (D) Included in the grievance at all levels beyond the informal conference, level one, shall be a statement in writing which shall be reasonably specific as to the nature of the complaint. The grievant shall, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date and place of the event or act, and the names and addresses of any witnesses thereto. The specific violation of the negotiated agreement shall be cited in the written grievance.
 - (E) All grievances shall begin at the lowest level capable of giving relief.

(F) Upon final determination of the grievance the documents, communications, and records relating thereto shall be destroyed, upon agreement of the grievant and the board of education, except when required to be kept by law.

(G) Beyond level one, the grievant may be represented by a person of his/her choice. Should the grievant wish to have another person present, the grievant shall notify the appropriate administrator five (5) days before the scheduled hearing of the name and position or function of the other person.

(H) All grievances shall be initiated within thirty (30) days of the alleged event or act giving rise to the grievance.

* See "Grievance" form in appendix.

POLITICAL ACTIVITIES

The board believes that it is in the best interest of the district and the community for staff members to participate in the political process.

A staff member who intends to become a candidate for political office should notify the superintendent within five (5) days of the date on which the declaration of candidacy is filed.

A staff member who becomes a candidate for public office may apply to the board for a leave of absence without pay for the purpose of conducting his/her campaign. Leave may not be granted if the board determines that the educational program or administrative functions will not be performed as contracted.

A staff member who is elected or appointed to a public office which the board, in its discretion, deems to be a full-time office may be required to terminate his/her employment with the district.

A staff member holding public office which is determined by the board to be less than full time in nature must make prior arrangements at least one week in advance with the superintendent for political leave of absence from his/her school duties when it is necessary to be absent from school to carry out the function of the political duties.

Politics in the Schools

Staff members shall not use school time or school property for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue.

PARENT/STUDENT COMPLAINTS

Teachers will be notified within one week of substantive complaints made against them to any administrator or board member.

DISCIPLINARY ACTIONS

It is agreed by both parties that disciplinary actions may be taken by administrators on their own initiative. Such actions will be administered in a prompt, fair and equitable manner with the rights as set forth in this agreement and by the laws of the State of Kansas.

In situations where the facts warrant, disciplinary action shall first consist of oral admonitions of warning and caution in an attempt to provide constructive discipline. If, in the opinion of the administrator, the oral admonition of warning or caution fails to remedy the situation, further disciplinary action may be taken consistent with this agreement and the laws of the State of Kansas.

In disciplinary action by administrators, other than the oral admonition of warning or caution, where the facts warrant, the following guidelines will be used:

- 1) Written material shall not be placed in an employee's file until an employee has had an opportunity to read such material and has indicated such by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material. Should the employee refuse to sign a notation to this effect, such refusal shall be noted on the document and it shall be filed.
- 2) The employee shall be provided a copy of the written material to be placed in the employee's file. The employee may file a response to this material within thirty (30) calendar days of his/her receipt of such material.
- 3) The written material presented by both parties shall refer only to specific instances, shall be based upon reasonable ground and shall be conducted by private communication unless otherwise requested by the employee.
- 4) The employee may consult with his/her representatives and receive help, advice or assistance in preparing the written response.
- 5) All materials placed in the employee's file concerning disciplinary actions shall, at the employee's request, be made available for inspection in the presence of persons responsible for keeping the files.

No penalties such as assignment to non-professional tasks, disapproval of leave request, or arbitrary and unreasonable changes in assignment will be used as disciplinary measures.

If an employee feels that the disciplinary action taken by the administrator is unfair or unjust, he/she may file a grievance as provided by this agreement, provided that nothing contained herein shall restrict or refrain from permitting the board from suspending or removing said employee from employment as permitted by law.

Four years from the conclusion of the disciplinary action, the employee may make written application to the board to have all written materials concerning the action removed from his/her personnel file. The written materials shall be removed and returned to the employee within ten (10) working days upon agreement of the employee and the board of education, providing such records are not required to be kept by law.

PROBATION

The authority to recommend to the board that a certified staff member be placed on probation for just cause is delegated to the superintendent of schools or his/her designated representative. The board, after hearing the superintendent's recommendation for probation and after evaluating evidence gathered by the administrative staff, may place a certified staff member on probation. The term of probation will be established by the board, but in no event shall probation extend beyond a two-calendar year period without the board first reviewing all pertinent evidence pertaining to the probation including a report by the superintendent on the progress of the certified staff member to meet the conditions of probation. The salary of a certified staff member placed on probation shall be frozen for the term of the probation.

All conditions of probation shall be reduced to writing. One copy shall be given to the employee, and one copy shall be placed in the employee's personnel file. Failure by an employee to meet the conditions of probation may result in nonrenewal or termination of the employee contract.

SUSPENSION

The superintendent shall have the authority to suspend an employee until the suspension is resolved by board action at the next regular or special meeting of the board.

The superintendent may suspend an employee for any one or more of the following reasons: alleged violation of board policy, rule or regulation; the filing of a formal complaint against the employee with any civil authority or with the board charging the employee with the alleged commission of an offense involving moral turpitude; and other just cause.

An employee may be suspended with pay. If the suspension is imposed on an employee pending dismissal, the employee is entitled to pay until the employee has had a due

process hearing before the board. Said hearing shall determine whether the suspension shall be with or without pay and whether the employee will be terminated.

A negotiated agreement or any applicable grievance policy may provide the procedures for the teacher to obtain such a hearing and may have a time precedence over such a board determination.

RESIGNATION

The board will consider the resignation of any employee which is submitted to the board in writing. The board shall accept resignations submitted after the statutory date set in K. S. A. 72-5436 only when the board is of the opinion that such resignation will be in the best interests of the district and/or the employee.

PAID LEAVES

Each full time certified employee shall be granted a total of fifteen (15) days of paid leave each year. Nine of which will be classified as sick days and the remaining six as personal. This leave may accumulate to a total of one hundred (100) days including (not in addition to) the current year. All personal illness, family illness, disability, personal leave and chargeable bereavement leave will be deducted from the teacher's accumulated paid leave. Leave for the current year shall be credited on the first day of the contract year in which the employee works, and may be used as follows:

1. **PERSONAL ILLNESS, FAMILY ILLNESS OR DISABILITY**--All accumulated paid leave may be used for personal illness or disability of the employee or for serious illness within the immediate family. The immediate family shall be defined as spouse, son, daughter, parents, brother, sister, parents-in-law, grandchildren or grandparents. Exceptions to the definition of immediate family may be made by the superintendent. Paid leave may also be used for doctor and dentist appointments, and up to five (5) days may be used for the purpose of adopting a child or for paternity leave on the birth of a child. Upon return to work the employee shall indicate the reason for the absence through AESOP. If the teacher is absent for more than three (3) consecutive days for personal illness, a doctor's excuse may be required.
2. **PERSONAL LEAVE**--A maximum of six (6) of the fifteen (15) leave days granted each year may be used for the conducting of personal business subject to the following conditions.
 - a) A request through AESOP must be submitted at least five (5) working days prior to the leave date, unless such notice is waived by the superintendent.
 - b) Personal leave may not be taken on the day of, the day before, or the day after a holiday, teacher workday or professional development day. The superintendent may waive this provision for personal or family situations.

- c) Personal leave may not be taken during the first or last ten (10) student attendance days unless waived by the superintendent.
 - d) The superintendent may refuse to grant the leave if sufficient substitutes are not available. Approval will be granted in order of application, and such approval may not be later rescinded. Reasons for the denial will be provided the applicant in writing.
3. **BEREAVEMENT LEAVE:** Three (3) days of non-chargeable leave may be used in the event of a death in the immediate family of the teacher. Days over the three (3) non-chargeable days shall be chargeable. The definition of immediate family is as in paragraph (1) above. In addition, one (1) day of chargeable leave may be granted to attend the funeral of a person not in the immediate family.
 4. **PROFESSIONAL LEAVE:** A teacher may be granted non-chargeable leave to pursue professionally related activities upon request to and approval of the superintendent. The request for professional leave must be made in writing and must include the cost to the district including the cost of a substitute if required. Approval or denial of the request will be based on reasonable benefit to the district. A teacher who has attended a professional meeting at the request of the administration will remain eligible to request professional leave as provided above. Procedures for requesting professional leave are as follows:
 - a) A written request along with an explanation of the event to be attended should be submitted to the building principal.
 - b) Providing the request is approved by the principal, it is then submitted to the superintendent for consideration.
 - c) The employee is notified in writing of whether the request was approved or disapproved.
 5. **JURY DUTY:** A teacher called to jury duty may be paid regular school wages if said teacher endorses all jury duty pay, except reimbursements for mileage and subsistence, over to the district.
 6. The minimum deduction for chargeable leave shall be one-quarter (1/4) day.
 7. The Piper Teachers Association shall be granted two days of leave to be used at the discretion of the Association.

UNPAID LEAVES

Teachers may request leaves for the following:

1. **LEGAL LEAVES**--A teacher may be granted a legal leave. Legal leave shall include time away from the job for the purpose of prosecuting or defending a legal action or in testifying in either a court of law or before an administrative body. Payment for this leave will be at the discretion of the board. Approval for pay may not be unreasonably withheld.
2. **RELIGIOUS LEAVE**--Leaves of absence without pay may be granted for participating in religious activities. Request for religious leave without pay must be made to the superintendent at least five (5) school days prior to the first day of such requested leave. Such leave may be granted by the superintendent, but such leave shall not exceed two (2) school days per teacher per school year. Such request for religious leave shall be in writing and shall fully explain the time and date for such leave.
3. **SABBATICALS**--No sabbatical leave shall be granted with pay. Sabbatical leaves without pay may be granted at the discretion of the board.

Any employee desiring a sabbatical leave shall file written application with his principal or supervisor at least ninety (90) days prior to the first day of the requested leave. Such application shall be in writing and shall explain in detail the length of the desired leave, the purpose of the desired leave and the applicant's reasons why said leave will be of benefit to the school district. The superintendent shall present said request to the board at its next regular or special meeting together with his/her recommendation.

No sabbatical leave will be granted for a period longer than one school year. The employee receiving a sabbatical leave shall be entitled to all of the rights and privileges of employment he would have received had he performed his regularly contracted functions during the period of such leaves, except that the leave shall be without pay.

4. **EXCHANGE TEACHING**--All leaves of exchange teaching shall be granted at the discretion of the board.

Any employee desiring a leave for the purpose of teaching in another school district shall file written application with his/her principal at least ninety (90) days prior to the first day of the requested leave. Such application shall be in writing and shall explain in detail the length of the desired leave, the purpose of the desired leave and the applicant's reason why said leave will be of benefit to the school district. The superintendent shall present said request to the board at its next regular or special meeting together with his/her recommendations.

No exchange teaching leave shall be granted for a period longer than one semester. The employee receiving such a leave shall be entitled to all of the rights and privileges of employment he would have received had he performed his regularly contracted functions during the period of such leave. Such leave shall not be granted unless and until the questions as to which school district shall pay the salary of such teacher, and other employment obligations have been resolved in a written agreement between the school districts concerned.

PAYMENT FOR UNUSED SICK LEAVE

Teachers shall be eligible for payment of unused sick leave in accordance with the following:

1. If a teacher has an accumulation of between sixty-six (66) and one hundred (100) days at the end of any school year, he/she may request payment for any or all accumulated leave days over sixty-five (65). Such payment shall be made in accordance with the following:
 - a. Payment shall be at 90% of the substitute rate in effect at the time of the request.
 - b. Payment will be automatically issued for unused leave beyond 100 days on the last pay period of the contract.
 - c. Teachers will be eligible for payment of unused sick leave after an eight (8) year period of employment in the district.
2. Upon retirement after a minimum of ten (10) years of service in USD 203, a teacher may be paid for all accumulated unused sick leave as follows: 1-50 days--90% of the substitute rate in effect at the time; 51-100 days--100% of the substitute rate in effect at the time.
3. In the event of the death of a teacher while under contract to USD 203, payment will be made for accumulated sick leave to the beneficiary(ies) designated on KPERS 7 and/or 99 forms. Such payment shall be as specified in paragraph (2) above. Payment will be made as a separate check in June.

LEAVE DONATION

PURPOSE: The purpose of leave donation is to provide additional temporary leave assistance, during the contract year only, for the teacher who has exhausted all of his/her accumulated leave and experiences a catastrophic life event, emergency illness, or other circumstances beyond the control of the employee.

MEMBERS: Any teacher wishing to participate will contribute up to four (4) unused leave days at any time during the current contract year. Once days are donated, they cannot be withdrawn and stay with the receiving teacher until used or further donated.

APPLICATIONS: Application for leave days will be made after the applicant's balance of accumulated leave is depleted. The application must be made to the Piper Teacher's Association president. The Piper Teachers' Association president and teachers that will donate leave must each submit the request in writing to the superintendent.

Leave donated to the leave pool will only be used if the applicants leave is approved by the superintendent.

STAFF PROTECTION

Each teacher bears primary responsibility for maintaining proper control and discipline in the classroom. A teacher may use reasonable force as necessary to ward off attack, to protect another person, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects. All disciplinary actions and methods invoked by teachers shall be reasonable and just in accordance with established board policy. The board and administration recognize responsibility in supporting teachers in the maintenance of appropriate control and discipline in the classroom. Teachers will be notified within three calendar days of both implicit and explicit threats made against them to any administrator or board member. Each teacher is responsible for reporting to the building principal the name of any student who is in apparent need of attention by specialized personnel. Principals shall be expected to advise teachers of the disposition of such reports.

PERSONAL INJURY BENEFITS

Whenever a teacher is absent from school because of personal injury resulting from an assault occurring on school property or at a school-sponsored event and suffered in relation to the performance of a responsibility or assigned duty, the teacher will be paid full salary less the amount of any worker's compensation or disability insurance received due to such injury until the termination of the employment contract or the end of the school year, whichever occurs first. No part of such covered absence will be chargeable to annual sick leave. The board shall, however, have the right to have the teacher examined by a physician designated by the board for the purpose of establishing the length of time the teacher may be absent, and the board shall make its decision on the basis of the professional opinion of said physician. The board, in its discretion and upon investigation of all facts of the incident, shall provide such support as is statutorily permissible for any assault upon a teacher acting in the discharge of official school duties.

NON-TEACHING DUTIES

Teachers will be encouraged by the association to participate in civic organizations and support the school by being in attendance frequently at the extra curricular programs.

REIMBURSEMENT FOR COLLEGE CLASSES

The board will pay or reimburse tuition costs for any courses which the board requires or requests that a teacher take. Such request or requirement of the board shall be written and shall be specific as to courses and costs.

USE OF TELEPHONES

Use of telephones for personal reasons should be avoided as much as possible unless for emergency reasons. Long distance phone calls are to be approved by the building principal before the call is made. If the long distance call is approved, a record form is to be completed by the teacher. A copy of this record will be kept by the school secretary and one copy will be sent to the district office. The cost of any personal long distance calls will be reimbursed to the district by the employee making the call.

COMPENSATION GUIDES AND CONTRACTS

Teachers must file up-to-date college transcripts, physical examination forms, retirement forms, teaching certificates, withholding information and section 125 benefit selection forms in the superintendent's office before any paycheck is issued.

Teachers who have completed work since their transcripts were filed should see that this additional work is recorded in the superintendent's office by September 1. Before the next level on the salary schedule is attained, all transcripts showing this advancement must be on file on or before September 1. If it is not possible to obtain a transcript update by September 1, a grade report or statement on official letterhead will be accepted.

PAY PERIODS AND PAYROLL DEDUCTION

Paychecks will be issued on the 15th and last working day of each month. Teachers new to the district may request that one-half of their September 15 salary be paid to them on the preceding payday. On those occasions when a payday falls on a non-working day, teachers will receive their paychecks on the last regular working day prior to the non-working day.

The payroll checks of all teachers new to the district will be deposited to the individual accounts of each teacher through the direct deposit program provided by the district. Teachers new to the district must complete the necessary paperwork on or before the first

of September or the first of the month following employment, whichever comes first. It is understood that a “pre-note” transaction is required prior to the first deposit transaction. The pre-note transaction will take place on the first possible payroll after the direct deposit paperwork has been provided to the business office.

Teachers wishing to receive a summer lump sum payment may do so according to applicable Kansas statutes. A request for this service must be made in writing to the clerk of the board before April 1 of the applicable school year. Teachers presently receiving summer lump sum payment who no longer wish to do so must also request this change prior to April 1.

Only those salary deductions authorized by law or by board of education policy will be permitted. The superintendent or designated representative will develop forms which supply the information necessary to make approved salary deductions. All requests for salary deductions must be submitted to the superintendent during the enrollment periods established by the board.

The board shall provide teachers the opportunity to participate in a tax sheltered annuity plan as provided by applicable Kansas statutes and consistent with regulations established by the district. The board will not provide this service for any new company enrolling fewer than five (5) employees. Contributions to tax-sheltered annuities shall be remitted to companies on a semi-monthly basis, providing the company is willing to bill on that basis.

Salary Schedule

Level	1	2	3	4	5	6	7	8	9	10
	BS/BA	BS + 9	BS + 18	BS + 30	MS/MA	MS + 15	MS + 30	MS + 45	MS + 60	SP/DR
Step	-	-	-	-	-	-	-	-	-	-
6	40000	40705	41409	42113	42818	43522	44227	44931	45635	46340
7	40705	41409	42114	42819	43524	44229	44934	45638	46344	47048
8	41409	42114	42820	43525	44231	44936	45641	46347	47052	47758
9	42113	42819	43525	44231	44937	45642	46349	47054	47761	48466
10	42818	43524	44231	44937	45643	46350	47056	47762	48468	49174
11	43522	44229	44936	45642	46350	47056	47763	48470	49176	49884
12	44227	44934	45641	46349	47056	47763	48470	49177	49885	50592
13	45304	45638	46347	47054	47762	48470	49177	49886	50593	51301
14		46344	47052	47761	48468	49176	49885	50593	51302	52010
15		47048	47758	48466	49174	49884	50592	51301	52010	52718
16		47754	48463	49171	49881	50590	51300	52009	52717	53427
17		48458	49168	49878	50587	51297	52007	52716	53426	54136
18		49613	49874	50583	51294	52004	52714	53424	54134	54845
19			50578	51290	52000	52710	53421	54132	54843	55553
20			51284	51995	52706	53418	54128	54840	55551	56261
21			52495	52701	53413	54124	54836	55547	56259	56971
22				53407	54119	54831	55543	56255	56967	57679
23				54112	54826	55538	56250	56963	57675	58388
24				54819	55532	56244	56958	57670	58384	59097
25				55524	56237	56952	57665	58379	59092	59805
26				56229	56944	57658	58373	59086	59800	60514
27				56936	57650	58365	59079	59794	60509	61224
28					58357	59072	59786	60502	61217	61933
29					59063	59778	60494	61210	61926	62642
30					59769	60486	61202	61919	62635	63351
31					60476	61193	61910	62627	63343	64060
32					61184	61901	62618	63335	64051	64769
33							63327	64044	64761	65478

Salary Schedule Notes

1. Teachers shall receive a one-time additional payment of \$500 upon movement from the BS+30 to the MS level. Payment shall be made in a separate check in September.
2. The board will pay \$439.66 per month per teacher toward health insurance selected by the board.
3. College hours used for advancement on the salary schedule must be semester graduate hours in the teacher's assigned teaching field or in the field of education and must be earned after the date of the relevant degree. Hours must be earned from a college or university which is accredited by at least one regional accrediting agency. College hours not meeting these criteria must be approved in advance by the superintendent in order to be used for advancement. If hours are not approved, an explanation will be given by the superintendent. Hours are defined as semester hours. All quarter hours will be converted to semester hours.
4. Maximum teaching experience credit for initial placement shall be fifteen (15) years. Any teaching experience in state accredited schools shall count toward the fifteen years. The fifteen-year maximum teaching credit for initial placement on the salary schedule may be waived by the superintendent when hiring teachers in areas of shortage such as special education, math, science and foreign language. If a teacher is given credit for more than fifteen (15) years of experience, the superintendent shall notify the president of the association as soon as is reasonably possible.
5. After being on the last step of column ten (10) (SP/DR) for three years, teachers will receive an increase in salary of \$675, which increase is to be paid as long as the teacher remains employed in the district. Teachers placed on the last step of column four (4) or the last step of column eight (8) and receiving this longevity stipend in previous school years, due to previous wordings of this note, shall continue to receive that stipend.
6. Teachers at the high school and middle school levels with six or more preparations will be paid an additional \$350 for the sixth and each subsequent preparation and for each added section.
7. Vertical movement is limited to one step per school year.
8. Licensed regular classroom teachers who are required to accept responsibility for another teacher's class in addition to their own shall receive additional compensation at the rate of \$22.00 per period. This provision shall also apply to librarians when

they have full supervisory responsibility for two full classes. Elementary teachers that assume other teacher's students when a substitute teacher cannot be found will receive \$22.00 per hour.

9. Full-time licensed classroom teachers who agree to teach a class that results in the loss of a normally assigned planning period shall be paid an additional \$5,500 per year, with the rate to be prorated for shorter periods of time.
10. Piper educators that take a minimum of single coverage in the district's health insurance program and that are either 55 years of age, or have earned 85 KPERS points, and are vested in KPERS may elect to receive the district contribution towards the district health insurance as salary.
11. Any teacher, of 20 years or more continuous service in USD 203, that announce their retirement in the form of a written resignation by December 1, 2014 will receive an annuity contribution of \$2,700 to be made at the time of the last pay check.
12. Teachers that earn a master's degree associated with an additional endorsement shall be given credit for additional hours required for the endorsement beyond the masters degree on the salary schedule.
13. Any faculty member who enroll their children in the Pre-Kindergarten Program shall be granted a 20% discount.

REDUCTION IN FORCE

The decision to reduce the size of the teaching staff, commonly called a reduction in force, shall remain with the board of education exclusively. Should the board decide that a reduction in force is necessary, this reduction shall be accomplished, insofar as possible, through attrition. Should attrition not provide enough staff reduction, the following procedure shall be utilized.

1. After consideration of the educational goals of the district, the administrative staff shall determine the number of teaching positions to be reduced.
2. The administrative staff shall recommend which teaching positions are to be eliminated after taking into consideration the educational goals of the district, individual certifications, qualifications, training, skills, interests, evaluations and district seniority.
3. In the event two or more teachers have similar certifications, qualifications and skills in a teaching area, those teachers who have tenure will be retained over those who are non-tenured.
4. In the event all of the teachers have similar certifications, qualifications and skills and all are tenured, the teacher(s) who best meet the needs of the district,

considering the factors outlined above and any other relevant factors, will be retained.

5. Any certified employee who has not been reemployed as a result of reduction in force shall be considered for reemployment if a vacancy exists for which the teacher would qualify, assuming the vacancy occurs within one year of the date of non-renewal and the teacher has kept the district informed of his/her current address.
6. The superintendent will recommend to the board reinstatement of any teacher deemed qualified and able to serve the best interests of the district.

REGULAR CONTRACT

TEACHER REGULAR CONTRACT
PIPER UNIFIED SCHOOL DISTRICT No. 203

This is a contract, made and entered into on the ____ day of _____, _____, by and between the Board of Education of Piper Unified School District No. 203 of Wyandotte County, Kansas, hereinafter referred to as "district" and _____, hereinafter referred to as "teacher", whereby and wherein, for and in consideration of the mutual promises, covenants and agreements herein contained, it is by the parties agreed:

1. **NATURE OF EMPLOYMENT:** The district agrees to employ the teacher to teach in the public school system operated by the district and the teacher agrees to well and faithfully perform all the duties of a teacher in the district according to law and the rules and regulations of the board of education of the district, including but not by way of exclusion:
 - A. To instruct and impartially govern all pupils who may be assigned to the teacher.
 - B. To accept any assignment for which the teacher is deemed qualified according to law and the rules and regulations of the board of education, made by order of any district administrative officer to whom the teacher is responsible.
 - C. To keep and maintain all records and prepare all reports required by the district.
 - D. To carry out, to the best of the teacher's ability, all orders and directives of the board of education or its administrative officer.
 - E. To understand and agree that the board of education reserves the right, at any time, in a public meeting, to adopt new rules, regulations or policies; or to alter and amend existing rules, regulations or policies relating to the operation of the school district.
 - F. To report for initial duties to be performed during the school term on _____ .

2. **COMPENSATION:** That the yearly contract salary shall be paid in semi-monthly installments. That the daily salary rate shall be calculated on the basis of _____ days in the event of absence not covered by leave provisions. That the provisions as to compensation are as follows:

Salary schedule level _____ step _____
Regular salary _____
Additional days _____
Longevity _____
Other _____
Total salary _____

The contract sum is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments thereto or supplements thereto respectively, and to all other applicable United States and Kansas Laws.

3. **TERM OF CONTRACT:** Unless terminated as hereinafter provided, this contract shall be for the _____ school year and shall continue through and inclusive of _____ provided, however, that should it be necessary to close school temporarily at any time during such term, the teacher agrees, without additional compensation, to teach a corresponding additional period of time to make up the days lost.

4. To provide the superintendent of schools, upon his/her request, a physician's statement concerning the teacher's physical and mental conditions and ability to continue to assume teaching responsibilities.

5. That the teacher is now, or will be prior to the first day of the school term, properly certified and in accordance with the laws of the State of Kansas and the requirements of the Kansas State Department of Education governing the position to which the teacher is assigned and that such certification will be kept in full force and effect during the term of this contract.
6. That this contract may be canceled or amended by the mutual agreement of the parties hereto or may be terminated in accordance with the laws of Kansas or the contract termination policies of the board of education. If this contract is canceled or terminated, the teacher shall not be entitled to any benefits which may have accrued during the given contract year to the date of cancellation or termination except as provided in the laws of Kansas or policies of the board of education and shall be paid only such salary as earned prior to the date of cancellation or termination.
7. The provisions of this contract shall be specifically subject to all laws, rules, regulations and orders, now or hereinafter enacted, adopted, issued, altered or amended, of the United States of America, the State of Kansas and the board policies of Piper Unified School District No. 203.

This contract is approved and accepted by the Board of Education of Unified School District No. 203, Wyandotte County, Kansas, and by the teacher, on the day and year first written above.

President, Board of Education

Teacher

Attest:

Clerk, Board of Education

(Page 2 of 2 pages)

FRINGE BENEFITS

All teachers who work a minimum of 630 hours per year are eligible to participate in the Cafeteria 125 Salary Reduction Plan, unless insurance carrier requirements establish other criteria.

Teachers who are required to travel in relation to their assigned duties will be reimbursed at the state mandated mileage rate.

SALARY REDUCTION FRINGE BENEFIT PLAN

The board shall maintain a “cafeteria” fringe benefit plan in compliance with Section 125 of the Internal Revenue Code.

The board shall provide each teacher with a description of the benefit coverage and the opportunity to execute a salary reduction agreement once annually to cover all premiums for the teacher’s selected benefits. Each teacher will be required to fill out a salary reduction fringe benefit form indicating his/her selection two weeks prior to the first scheduled payroll for the contract year or 10 days after signing a contract, whichever is later.

Each employee executing a salary reduction agreement for fringe benefits shall allocate an annual sum to be used for the purchase of:

1. Health Insurance
2. Dental Insurance
3. Cancer Insurance
4. Salary Protection Insurance
5. Term Life Insurance
6. Medical Reimbursement Account
7. Dependent Care

Once the annual selection has been made, the teacher may change the benefits only if his/her family status has changed. A change in family status occurs upon marriage, divorce, death of a spouse or child, birth or adoption of a child, or termination of employment of a spouse. The teacher shall furnish written verification to the district office of a change in family status and must make any change in benefit selection within thirty (30) calendar days of the date such change in family status occurred. A teacher desiring to make a change due to a change in family status may discontinue participation or reduce benefits, but an election of new or increased benefits shall be subject to the requirements of the particular non-taxable benefit selected. Change of family status as discussed above is subject to change of federal law and judicial decisions concerning same.

Salary reductions made for the purpose of dependent care for those teachers choosing summer lump sum will be remitted in a lump sum to the applicable insurance company, assuming the company permits this.

SCHOOL CALENDAR, INSURANCE, OPERATIONS ADVISORY COMMITTEE

Effective July 1, 2006, a school calendar committee and insurance committee will be formed that will be advisory to the Superintendent and the Board regarding the establishment of a calendar and selection of health insurance providers and plans. Effective July 1, 2009 a district operations committee will be formed that will be advisory to the Superintendent regarding district operations.

PUBLISHING CONTRACT

The full text of the terms and conditions of employment as agreed to by the parties will be printed in a master agreement and distributed to the members of the bargaining unit. The board will control the publishing style and materials and will cover the cost of publishing the agreement.

SAVINGS CLAUSE

If any provision of this agreement or application of this agreement to an 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.

Voluntary 403b Retirement Program

1. A Retirement Plan Portfolio may be established for each teacher employed in USD #203. This portfolio may contain up to two (2) accounts, an Employer Paid Account and an Employee Paid Account. Each teacher is eligible on the first of the month following his/her date of employment.
2. For each monthly contribution that a teacher makes into his/her Employee Paid Account, USD #203 will contribute a matching amount up to \$25.00 into the Employer Paid Account. Any teacher who is eligible for KPERS benefits and makes the necessary contribution into his/her Employee Paid Account is eligible for the matching amount into the Employer Paid Account.
3. The plan year for the Employer Paid Account will be from September 1 through August 31. Any increases or additions to each teacher's Employer Paid Account will only be made effective on the first of the month following initial employment or at the beginning of each plan year. If a teacher discontinues or reduces his/her Employee Paid Account to less than \$25.00 per month, the Employer Paid Account will be reduced accordingly.

4. Upon beginning his/her 5th contiguous year as a teacher employed by USD #203, each teacher will become vested in 10% of the amount contained within his/her Employer Paid Account. The vested portion will continue to increase until the teacher is 100% vested upon beginning his/her 10th contiguous year with USD #203.

Vesting Schedule:

<u>Year(s)</u>	<u>Amount Vested</u>
1-4	0%
5	10%
6	20%
7	30%
8	50%
9	75%
10	100%

A teacher who terminates employment with USD #203 after the beginning of his/her 10th year may leave the vested amount in the Employer Paid Account, thereby retaining contiguous vesting status upon returning to a teaching position with USD #203 at a future date.

5. A teacher may voluntarily contribute from salary an amount of his/her choosing into the Employee Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. A teacher who chooses to make contributions into his/her Employee Paid Account will be fully vested in his account immediately. Teachers may add or increase an Employee Paid Account on September 1 or January 1, but may discontinue an Employee Paid Account at any time.
6. The USD #203 Retirement Plan Oversight Committee, made up of representatives from the BOE, administration, Piper Teacher Association and classified staff, will select and maintain a group of investment options, including Conservative, Moderate and Aggressive investment tracks. Teachers must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be made for a teacher's Employer Paid Account and his/her Employee Paid Account.

NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by State and Federal laws and regulations.

7. A teacher may access the vested portion of his/her Employer Paid Account upon termination of employment contract with USD #203.
8. Employer and Employee Paid contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for

early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified Rollover options may allow a terminated teacher to defer taxation until a later date.

9. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the board of Education of USD #203.
10. All years experience in USD 203 shall count towards the vesting schedule.

DURATION

This agreement together with all terms, conditions, and effects thereof, shall be in full force and effect beginning July 1, 2014, and shall expire on June 30, 2015.

Board of Education
Piper USD 203

Piper Teachers' Association

Chief Negotiator

Chief Negotiator

President

President

APPENDIX

<u>DOCUMENT</u>	<u>PAGE</u>
2014-2015 School Calendar	A-1
Grievance Report	A-2
Extra Duty Pay Request Form	A-3
Committee Work Payment Request Form	A-4
Mileage Reimbursement Request	A-5