

Professional Negotiated Agreement



Between

USD #110 BOARD OF EDUCATION

and

**THUNDER RIDGE SCHOOLS EDUCATION ASSOCIATION
2021-2021 SCHOOL YEAR**

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ARTICLE I. DEFINITIONS

Section A. Board

The Board of Education of Unified School District No. 110, Phillips County, Kansas.

ARTICLE II. GENERAL PROVISIONS

Section A. Non-discrimination

The board establishes that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfers, discipline, or termination/non-renewal of teachers or in the application or administration of this agreement on the basis of race, creed, color, religion, age, national origin, sex, marital status, membership in the association or participation in the negotiations process.

ARTICLE III. ASSOCIATION RIGHTS

Section A. Access to Information

In accordance with the Kansas Law, the Board agrees to furnish to the Association, all information that is by law public information.

1. Annual financial reports and audits (to be viewed in the superintendent's office or a 10 cent per page copy fee will be charged).
2. Register of certified personnel.
3. Agenda and minutes of board meetings.
4. Treasurer's reports.

ARTICLE IV. GRIEVANCE PROCEDURE

Section A. Definition

GRIEVANCE: A complaint by a teacher, a group of teachers or the recognized negotiations agent based on an alleged violation, misinterpretation or misapplication by the district of a negotiated agreement, a board policy, administrative regulation or practice affecting conditions of employment.

Section B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers.

Section C. Procedure

LEVEL ONE: The aggrieved party shall first discuss the problem with his principal or other immediate superior. During this discussion the aggrieved party, either directly or through the local association's grievance representative, shall seek to resolve the matter informally.

LEVEL TWO: If the aggrieved party is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after discussion of the grievance he may file the grievance in writing simultaneously with recognized negotiations agent and board.

LEVEL THREE: After receipt of the written grievance by the board, the board will meet with the aggrieved party and a representative from the association in an effort to resolve the grievance. The board shall submit its decision in writing to the aggrieved party and association within five (5) school days following the meeting.

Section D. Rights of Teacher to Representation

A teacher may be represented at all stages of the grievance procedure by him/herself, or at his/her options, by a grievance representative. If a teacher is not represented by the recognized negotiations agent, the local association shall have the right to be present and to state its views at all stages of the grievance procedure.

All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

Forms for filing grievances will be prepared by the recognized negotiations agent and shall be given appropriate distribution as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the association.

ARTICLE V. ASSIGNMENT

Section A. Assignment Criteria

Teachers shall be fully certified for all classes they are assigned to teach at the grade level, which they are assigned to teach. Teachers assigned to subject areas and/or grade levels for which the teacher is not adequately prepared shall be only on a temporary basis, one (1) year, unless otherwise mutually agreed upon.

Section B. Teaching Load - Secondary Level

A teacher is expected to carry a normal teaching load, which is considered to be six (6) classes. Qualifications, load, and preference of the teacher will be considered in making teaching assignments. *If a teacher is assigned or volunteers for an overload of hours (more than 6 instructional hours per day) they will be compensated at a rate of 5% of their salary per additional class. The class is subject to approval (2016-17 Negotiations).*

Section C. Contract Days

The number of contract duty days shall not exceed one hundred eighty-eight (188).

Section D. Contract Day

Teachers shall report for duty at their respective buildings each school day at least fifteen (15) minutes before the official clock, and all teachers shall remain on duty for at least fifteen (15) minutes following the official clock. Teachers may leave as soon as the last bus departs on the last day of a school week.

Teachers will not be required to report to school on any scheduled school day that has been called off due to snow or ice, or other weather related emergency.

Section E. Extended Contracts

The length of contracts is set as follows:

- Student Success Coordinator = 9.5 months (10 extra days)

The board of education has the authority to offer or reduce extensions to a contract duty year. Pay for extended contracts will be equal to the annual salary schedule amount divided by the number of normal contracts days in the normal contract duty year. The calculated amount shall be paid for each day above the normal contract.

Article VI. EVALUATION POLICY FOR CERTIFIED PERSONNEL

The teacher will be informed by the principal as to how the evaluation will be conducted, the procedures followed and the instrument used.

All monitoring and observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, or audio systems shall be strictly prohibited.

Each evaluation of a teacher shall be followed by a post-evaluation conference between the teacher and his/her evaluator for purposes of clarifying the written report. The teacher will have sufficient time with the evaluator to go over the written evaluation.

The teacher will have two (2) weeks from the day the written evaluation was received to reply to it in writing.

The teacher may take the teacher's copy of the evaluation and keep it for his/her record.

ARTICLE VII. LEAVES

Days of leave and days accumulated for teachers whose contracts are for more or less than full time (188 days) will be adjusted accordingly.

Section A. Absences

Many circumstances during the school year may cause an employee to wish to be absent. Employees will not be excused during the day for remunerative activities, but may be excused for other personal reasons. Employees who find it necessary to be absent other personal reasons shall first consult with their principal or supervisor and receive the approval of the superintendent of schools. (All such absences will be subject to review by the Board of Education for (1) validity of absence; (2) whether salary will be allowed for the absence).

Absences not covered by the sick leave policy or personal leave shall result in a wage deduction of 1/number of contracted days of the annual salary per day of absence for a teacher and day's pay per day of absence for other employees.

Section B. Personal Illness or Disability

At the beginning of each school year each teacher shall be credited with fifteen (15) days of

sick leave, the unused portion of which shall accumulate from year to year to total seventy-five (75) days.

Any unused portion over 75 days will be paid to the teacher by June 30th at the rate of \$15.00 per day. This change will take effect the end of the 2012-13 School Year; *(2010-11 Negotiations)*. Sick leave includes illness, disability, or doctor's appointments of spouse and children. The teacher may use all or any portion of his leave for personal illness or disability. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefore are temporary disabilities and shall be subject to the provisions of this article. Each teacher shall be given written accounting of his accumulated leave days at the beginning of each school year.

Absence not covered by sick leave policy or personal leave shall result in a reduction of pay of 1/number of contract days of the annual salary per day of absence for teachers and a day's pay per day of absence for other employees.

A sick leave pool has been established, beginning with the 2008-2009 school year, by the USD 110 Board of Education for the purpose of providing some days of additional sick leave to certified personnel, to administrative personnel, and support personnel in cases where a critical illness or severe injury would impose a devastating hardship on the individual and their family. This sick leave pool may only be used after the individual employee's accumulated personal sick leave has been exhausted. Guidelines as to whom this leave will apply shall be the same as those established in board policy for normal sick leave.

Employees will voluntarily contribute one (1) day of their sick leave each year. Employees need to notify the district office by September 1, if they intend to join the pool that year. The board will match the number of days donated until the number of *150 days is reached; (2010-11 Negotiations)*. Only employees who make this donation will be considered eligible members of the sick leave pool.

The pool consists of *150* days at the beginning of each year. Any one individual may not use more than 35 days or their pro-rated maximum from the pool in any one year. The pool is to be used by an individual only after their own accumulated sick leave is exhausted.

Use of this pool will be determined by a unanimous decision of a committee consisting of the Superintendent or his appointed representative, the Principal of the building of an employee making a request of the pool, and two members of the elementary and secondary teacher association. The applicant must be notified of the Committee's decision no later than five (5) school days after the application is submitted. Any member on the committee who applies for use of the sick leave pool shall disqualify himself from the committee. Use of the sick leave pool shall be limited to emergency situations, such as prolonged illness or serious injury. Pool days may be used for maternity purposes after the employee's accumulated personal sick leave has been exhausted *(2010-11 Negotiations)*.

Upon the death of any employee, their beneficiary shall be paid for their unused accumulated sick leave at a rate of \$45.00 a day, not to exceed \$2,500.00 (2017-18 Negotiations).

Section C. Serious illness, injury or Death in the Immediate Family

Each teacher may take a maximum of five (5) days per occurrence under this provision, with additional days upon approval by the superintendent. Immediate family shall mean husband, wife, mother, father, brother, sister, son, daughter, grandparent, grandchild, father-in-

law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, stepchild, and other dependent persons.

Section D. Death Other Than Immediate Family

Each teacher may take a maximum of five (5) days per year to attend the funeral of any person.

Section E. Professional Improvement Leave

One of more days may be used by each teacher for their improvement.

1. An in-service fund has been established for professional improvement.
2. In-service expenses approved by the appropriate administrator will be reimbursed for the following:
 - a) Travel, room, and board that may be required
 - b) Entry fee for the conference or workshop
 - c) Mileage for travel is reimbursed when school transportation is not available.
3. Use of school transportation will be provided only when leave is at the request of the school.
4. Expenditures will be paid only on a substantiated receipt.
5. The teacher will submit in writing to the principal the activity they will attend, the location and time, and how it will relate to school objectives. This should be done at least two weeks in advance. The building principal and superintendent will approve or disapprove the request within three days.
7. If the professional leave is at the request of the district, one hundred percent of the cost will be borne by the district.

Section F. Legal Leave

The board shall grant each teacher the time necessary for appearance in any legal proceeding connected with his employment, the school system or in any other legal proceeding if the teacher is required by law to attend. When the teacher is compensated for his/her appearance, the teacher will have the choice of reimbursing the school for the amount received as compensation or keeping the compensation and having his/her salary reduced by an amount that is prorated on the basis of 1/188th of his/her salary. No more than three (3) teachers may use personal leave days on the same day.

Section G. Personal Leave

A maximum of three (3) days per year with pay may be used at the discretion of each teacher for the conduction of personal business. One day of sick leave may be used as a fourth personal day at the discretion of each teacher for the conduct of personal business (*2010-11 Negotiations*).

Each teacher will be paid \$85.00 per day for each personal day(s) not used during the school

term. This amount will be added to the June paycheck, or unused personal days will be converted to sick leave and will carry over to the next school term.

The day preceding and the first day after each of Spring Break, Thanksgiving, Christmas and Easter Vacations may be used for personal leave, subject to building administrator approval and a qualified substitute being available. This will be on a first-come basis unless special circumstances warrant a possible exception in which case the superintendent will make a final judgment. No personal leave may be taken within two weeks of the end of the last day of school.

Section H. Military Leave

An unpaid military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, the teacher shall be returned to the position he held when the leave commenced and shall be placed at the position on the salary schedule he would have attained had he taught in the district during such period.

Section I. Maternity Leave

Basic Leave Entitlement

FMLA (**Family Medical and Leave Act of 1993**) requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Maternity leave shall be available for female employees prior to delivery of their child(ren) as recommended by their treating physician, and immediately following birth of their child(ren) for up to a maximum of six (6) consecutive calendar weeks from the following categories of leave. All available personal leave must first be utilized. The employee shall then utilize all but two (2) days of accrued sick leave. The employee may then utilize days from the sick leave bank as allowed if the employee has contributed to the sick leave bank. Once the sick leave has been exhausted the teacher may elect to take additional leave, without pay, total not to exceed the current contract year. If said additional leave is taken, the salary shall be docked. If the female employee is employed only during the school year, and the birth of the child(ren) occurs near the end or beginning of a school year, the summer months shall be considered part of the six (6) weeks maximum leave.

Maternity leave shall be available to all certified employees, male or female (FMLA).

Section J. Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying contingencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26

weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list.

Section K. Sick Leave Pay/Relationship to Supplemental Assignment

Teachers, sponsors, or aides assigned extra duty will be compensated under the sick leave policy with the following exceptions:

1. Non-certified sponsors assigned extra duty assignments will not accumulate sick leave and will be paid only for duties performed.
2. Aides assigned assistant or head coaching positions will not accumulate sick leave. If an aide becomes incapacitated, that person will be paid only for the time or services rendered.
3. A certified teacher totally incapacitated from performing both teaching duties and supplemental duties shall be covered by the sick leave policy and compensated with no deductions in pay for as long as there is sick leave available to the teacher. However, if the teacher is able to perform regular teaching duties but is incapacitated from performing supplemental duties, they shall not be assessed sick leave for such duties not performed. Therefore, they will only be paid for time and services rendered. A committee of two administrators and two members of the teacher association will determine the amount to be compensated for supplemental duties performed.

Section L. Sick Leave Abuse

After five (5) days of continuous absence due to illness or when reasonable doubt exists as to validity of illness and absence as determined by the superintendent, an employee shall supply a statement from a medical doctor verifying the illness. This medical statement shall be presented to the building principal upon the employee's return to work following such extended illness/absence or at the request of such a statement by the superintendent of schools. If a statement is not produced upon request, the salary reduction is computed accordingly to absences not covered by sick and personal leave.

ARTICLE VIII. FRINGE BENEFITS

Section A. 125 Plan

Each year the Board of Education will allow participants to purchase benefits under the Section 125 Flexible Benefit Plan based on 100% compensation per plan year. The benefits can include the following:

1. Medical and hospitalization
2. Life insurance
3. Salary Protection
4. Cancer policies
5. Other authorized deductions

Section B. Annuities

1. The board shall transmit tax-sheltered annuity funds on behalf of its teachers pursuant to K.S.A. 72-8603.
2. Teachers may request a separate salary reduction agreement for the purpose of contributing to a tax-sheltered annuity.

Section C. Other deductions

1. Teachers may request a salary deduction for teacher association dues. The board will transmit the dues to the designated agent for professional dues for teacher association.

Section D. Defined Benefit for Health Insurance

An Insurance Committee shall be formed consisting of three (3) members selected by TREA, and three (3) members selected by the Board of Education of USD #110. The purpose of the committee is to re-evaluate our insurance benefits and plans, and make recommendations to the Board of Education. The committee may submit its recommendation to all employees participating in the insurance plan. The Board shall not change the benefits without consulting with the Insurance Committee at least sixty (60) days prior to making such change. The Insurance Committee will be established by October 1st of each year, and will select its own chairperson at its first organizational meeting. Reports will be given to the Board of Education and TREA. (2017-18 Negotiations).

In addition to the salary reduction plan, the Board of Education will pay up to the value of a single premium per month *up to \$1200**, beginning on the July 1, 2008 Group Health Insurance anniversary date for each .75 FTE or above teacher participating in the district plan. The only policy premium paid by USD #110 will be for a \$1,000.00 deductible with an 80/20 provision. The coverage can only be changed by mutual agreement of the USD #110 Board of Education and the teacher association. This monthly benefit paid by the board shall be applied only to the purchase of the district group health insurance benefit and may not be taken as cash or other benefit. Upon termination, non-renewal or conclusion of employment for any reason, all board payments of monthly amount shall terminate on the date the employment with the district ceases. Payment of the board paid fringe health benefit will also cease during any period of unpaid leave unless such continuation is required by law.

In the event the health insurance carrier cancels or terminates the group health plan due to lack of participation or for any other reason, group health insurance will not be an option for the district salary reduction plan and any payment by the board for health insurance shall cease.

**Added during 2019-2020 Negotiations*

Section E. Lunch Compensation

Teachers shall receive lunch at no charge if they choose to eat in the lunchroom and assist in a supervisory position.

**Added during 2021-2022 Negotiations*

ARTICLE IX. TEACHERS SALARY

It is agreed that the board will compensate each teacher with salary in return for licensed,

certificated service in the form of assigned teaching duties.

Section A. Basic Contract Salary

The board and the association agree it is important for teachers to seek to improve their academic preparation so the salary schedule includes salary increments for BS, BS + 15 hours, BS + 30 hours, MS, MS + 15 hours, MS + 30 hours. The schedule also has experience increments at each level in the form shown in Appendix "C".

The teacher shall be placed on the preparation level to which he/she is entitled pursuant to credit hours completed by August 15th of each year. The affected teacher shall notify the superintendent of additional credit completed, which would affect preoperational level by August 15th.

A teacher shall be placed on the experience level to which he/she is entitled pursuant to his/her years of experience completed by September 15 of each year. A teacher having one-half (1/2) year of experience shall be placed on the experience level to which he is entitled in full years and then at the semester in January he/she shall be placed at the next experience level. A year of teaching experience is gained by teaching a normal load, or assigned load, for two (2) semesters.

Placement on the salary schedule for experience will be based on the number of years the certified teacher has been employed by an accredited school district.

A certified teacher can acquire IDP points to move across the salary schedule. Twenty approved IDP points will equal one (1) hour. A certified teacher may not advance to the Master's Level on the salary schedule without a Master's Degree.

The USD #110 Board of Education has the right to offer a new employee a bonus. This will be offered only upon the discretion of the Board.

The Board of Education has the right to accelerate an experienced teacher on the salary schedule by two years for each successful year of service to USD #110. A successful year of service is based on a positive teacher evaluation report that contains no plan for improvement attached to it. These accelerations will not be automatic. The Board reserves the right of approval for these accelerations based on the economic status of the district and merit as determined by the Board.

Salary periods shall be monthly with twelve (12) substantially equal installments to be made as specified on the contract. Payroll checks will be made on the last working day before the 10th of each month, with the exception that a teacher may request their summer checks in lump sum payment on or, before April 1 of the contract year. Lump Sum Payroll Checks will be issued on June 30th of the contract year. In the event June 30th falls on a non-working day, Lump Sum Payroll Checks will be issued on the last working day before June 30th.

Section B. Part-Time Contract

Part-time teachers will have their salaries first calculated on a full-time standard contract basis.

- a. Then, in the case of part or half time teachers' whose assignment is for a full time duty day, but fewer than the standard contract one hundred eighty eight (188) days, their salary shall be determined as follows: teachers' scheduled salary divided by one hundred eighty eight (188) days to determine the daily salary rate; the daily rate

multiplied by the total number of full time days that the teacher is to work; pro-rated salary will be divided by twelve (12) to determine the substantially equal monthly salaries to be received.

- b. Or, in the case of part or half time teachers whose assignment is for a fractional part of each standard contract one hundred eighty eight (188) days as expressed to the nearest one-tenth (1/10) multiplied by the teachers' full time standard contract salary as determined in paragraph one, above, and divided by twelve (12) to determine the substantially equal monthly salaries to be received.

Section C. Substitute Pay

Each teacher shall be paid \$15.00 per hour for substitute teaching during a planning period or other instructional period (*2016-17 Negotiations*). If the teacher has an assigned class during that period that does not meet or an academic study-hall, they are not eligible for the \$15.00 if the teacher is assigned to substitute. It is the subbing teachers' responsibility to fill out a form to request compensation.

Section D. ITV Pay

Since the teaching over the ITV is increased responsibility and work, the teacher will be paid an additional \$1,000 per class sent over the ITV network.

Section E. Supplemental Salary

Supplementals shall be increased by 5% with the exception of Yearbook and KAYS which will be increased by \$1,000.00 each. Coaches will receive a 5% raise on the base supplemental salary for their position for each year of experience starting with the 2013-2014 School Year. **This is not retroactive.** The first year of experience will be acquired for current coaches during the 2013-2014 School Year. The maximum number of years a coach may receive the 5% increase is five years. (*For example, if a coach is paid \$3,000.00 starting pay, he/she will receive a 5% increase the second year of coaching and for each year after up to five years. The coach would get an increase of 5% or \$150.00 for each year of the first five years. This amount would be the maximum the coach could make in that position.*)

Section F. Mileage Reimbursement

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance. This allowance shall be the amount paid to all district employees, i.e., as established by the Board of Education at their July meeting, or maximum allowed State Employees. The same allowance shall be given for use of personal cars for field trips or other business of the district as approved by the teachers' immediate supervisor, only if there is not a school vehicle available. Separate reimbursement checks which are not subject to payroll taxes and deductions shall be made each month, payable on or before the tenth (10th), the same as payroll.

Section G. Direct Deposit

Direct deposit of payroll checks will be available. Teachers will need to notify the district office if they intend to have their payroll check directly deposited into their bank account. Forms will be available in the clerk's office. This election will continue in effect for the contract year, and must be made by August 15th each year direct deposit is requested.

Section H. Activity Passes

The Board provides each employee with a pass to district-sponsored activities (home activities) with the exception of specified athletic tournaments and KSHSAA events. The pass will be valid for employee and spouse.

Section I. School Improvement Team (SIT)

A School Improvement Team (SIT) will be formed at the beginning of each school year. The team will be composed of the high school/ elementary school principal, the middle school principal, 3-4 JH/HS teachers, and 3-4 elementary teachers. The teachers will be appointed by the teacher association and will be compensated \$525 on a supplemental contract. SIT meetings will be scheduled primarily outside of regular school hours.

ARTICLE X. REDUCTION IN FORCE

Section A. Reduction in Teaching Staff

In the event the board decides that the size of the teaching staff must be reduced, these guidelines shall be followed. Insofar as possible, reduction of staff shall be accomplished by attrition due to resignations and retirement.

If it is necessary to further reduce teaching staff beyond resignations and retirement, the following steps will be utilized:

1. 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.
2. All teachers will be evaluated in relation to the educational goals of the district. Individual qualifications and specific skill areas of disciplines 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. Prior evaluations, certification, and teaching assignments shall also be considered. The most qualified and certified teacher will be retained.
3. 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 administrative staff may recommend the tenured teacher, if any, for the position in question.
4. Any certified, tenured 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 administrative staff/person will recommend to the board reinstatement of any such teacher whom they/he/she 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 year from the date of non-renewal. A qualified teacher shall be retained over a non-tenured teacher.

Section B. Liquidation of Damages

Whenever a teacher wishes to be released from his contract, such request shall be made in writing and presented to the superintendent on or before the 14th calendar day following the third Friday in May.

When such written request is received after the 14th calendar day following the third Friday in May, and is to take effect prior to the end of the next school term, the Board may seek to find a suitable replacement for the following year. If, in the judgment of the Board, a suitable replacement can be found, then the Board may release the teacher upon receipt of monetary consideration paid to the Board by the resigning teacher. This consideration shall be deemed liquidated damages and shall not be construed to be punitive in nature. The amount shall represent the parties' approximation of the cost of securing a suitable replacement and shall be as follows:

1. For resignations tendered between the 14th calendar day following the third Friday in May and June 15 – 3% of the teacher's salary
2. For resignations tendered between June 16 and July 31 – 4% of the teacher's salary
3. For resignations tendered after August 1 and before the start of school – 5% of the teacher's salary
4. For resignations tendered during the school year and to take effect prior to the end of school – 6% of the teacher's salary

The Board reserves the right to refuse to accept a resignation if, in the Board's opinion a suitable replacement cannot be found. The Board may make an exception, and waive the payment for liquidation as scheduled above, in cases of hardship circumstances on the part of the teacher.

ARTICLE XI. RETIREMENT

Section A. Mandatory Retirement

Subject to the requirements of State and Federal laws, no mandatory age is established.

Section B. KPERS Retirement Age

Normal retirement age has been established by KPERS at sixty two (62) years of age with at least ten (10) years of service; or at sixty five (65) years of age with fewer than ten (10) years of service. Early retirement may be taken when the employee reaches 85 points (experience + age).

Section C. Accumulated Sick Leave

Upon retirement, a first-time retiring teacher shall be paid for their unused accumulated sick leave at a rate of \$45.00 a day, not to exceed \$3,375.00.

ARTICLE XII. Out -of-District Residency

Some teachers by choice are living outside the USD 110 district boundaries. All teachers are expected to be present when school is in session. If weather is such that those living away from the district cannot get to their attendance center, they may use their personal leave. Any days missed beyond their personal days will be deducted at the regular amount of 1/Nth of the yearly pay per day missed.

ARTICLE XIII. Resolving Complaints (2015-16 Negotiations)

- a. It is the policy of the board to resolve all complaints regarding the district at the lowest possible administrative level.
- b. Complaints about building-level personnel should be directed to the appropriate building principal, about other personnel to the superintendent, and about the superintendent to the president of the board.
- c. The board places trust in its employees and will protect them as much as possible from unnecessary, spiteful, or unwarranted criticism. Complaints will be investigated fully and fairly, and the employee's rights to due process will be protected at all times.
- d. Whenever a complaint is made about an employee, directly to the board as a whole or to a board member as an individual, it will be referred to the administration for study and possible resolution. The employee will be informed and will be given every opportunity for explanation, comment, and presentation of the facts as the employee sees them. The employee will also be given the opportunity to meet with the person(s) making the complaint if the employee so desires. In the event the person(s) making the complaint will not meet with the employee, no further action will be taken on the complaint.
- e. If it appears necessary, the administration, the person who made the complaint, or the employee involved may request an executive session of the board for full study and decision by this body. Statutory provisions for executive sessions will be observed.
- f. Generally, all parties involved, including the administration, will be asked to attend such a meeting to present additional facts and to clarify the issues. Hearsay and rumor will be disregarded, as will any emotional display.
- g. The board will conduct such meetings in as fair and just a manner as possible.

ARTICLE XIV. Discipline Procedures (2017-18 Negotiations)

SECTION A: PROCEDURE AND CAUSE

The USD #110 BOE and TREA Negotiation Members agree to the following disciplinary procedure:

The purpose of this discipline policy is to correct inappropriate professional behavior and not to punish employees. The parties recognize the right of the administration and board to discipline a teacher for cause. Discipline shall be applied in a fair and equitable manner under this policy. The parties understand that the professional employees can file a grievance under Article IV of the Negotiated Agreement. However, the filing of a grievance by itself does not prevent the processing of any disciplinary action simply by filing. A filed grievance that is decided in favor of the professional employee can stop or reverse the actions taken in the disciplinary action. The evaluation process and the discipline process are not intended to intertwine in standard practice.

CAUSE:

Cause is defined as a violation of district policy, procedure, practice or administrative directive that is intended to promote efficient and effective school operation. Where district policy and procedures are written, the district will provide a copy of the policy or procedures violated. The district will provide a staff handbook which summarizes policies and procedures on a yearly basis to all certified staff. The handbook may be delivered to staff either in electronic or paper form. In the instance of practice or administration directive, such practices should be common knowledge amongst professional employees in the same attendance center and should be relevant, ethical and not arbitrary in nature.

RESPONSE TO CAUSE (Investigation):

To respond to an issue of cause, an investigation must take place and substantial evidence must be gathered before any discipline can occur. Administrators may have evidence of cause based on their own interactions with the professional employee. In this case, the administrator may move directly to a meeting with the professional employee.

When the administrator meets with the employee, the following should occur: The administrator shall notify the professional employee of the purpose and topic of the meeting with sufficient notice to allow the professional employee to locate representation to join them in the meeting should they desire to do so. A professional employee may decide to request representation at any point in the disciplinary process. The employee may request a short delay in the meeting time to allow their chosen representative to plan to be in attendance. If the employee chooses to have representation present at the meeting he/she needs to let the administrator know in advance so that the BOE Representative may also be able to join the meeting if the administrator BOE deem this necessary.

The employee will be given the opportunity to respond to the allegation or allegations presented.

RESULTING ACTION:

In the event that cause has been established, the administration shall undertake the appropriate action based on the severity of the behavior that requires disciplinary corrective action. Corrective disciplinary actions shall take the following forms and progress based on severity or repetition of behavior. Administrators shall not act capriciously when investigating for cause or implementing discipline. If the professional employee is unhappy with the dispensation by the administrator, they may appeal to the superintendent.

1. Warning: The administration share concern(s) with the employee verbally.
2. Informal Conference: The administration share concern(s) with the professional employee and the employee has the opportunity to respond. A written summary of the conference shall be provided to the employee and will be placed in the professional employee's personnel file. The employee may respond to the summary within ten (10) working days and the response shall be placed in the professional employee's personnel file.
3. Conference with Written Reprimand: The professional employee receives a signed and dated written reprimand which may include a plan of improvement which includes a method of monitoring the behavior. A copy shall be placed in the professional employee's personnel file. The employee may respond to the summary within ten (10) working days and the response shall be placed in the professional employee's personnel file.
4. Conference for Suspension with Pay: The professional employee is suspended with pay. All documents shall be placed in the personnel file. The professional employee has the right to respond to the documentation within ten (10) working days and the response shall be placed in the professional employee's personnel file.
5. Conference for Termination: The professional employee's contract is terminated. The employee has the right to respond to all documents regarding this action.

ARTICLE XV. Personnel File (2019-2020 Negotiations)

- Open to Employees
 - The district will keep a compiled list of all files and all staff will be notified as to the location of these files. A teacher's personnel file shall be available for inspection by the teacher when the district office and/or building site is open for business and in the presence of a person authorized to show the

file. The teacher may obtain, upon request, a copy of such materials. The teacher's official personnel file is a confidential file with limited access. Access will be provided only to the teacher, his/her supervisor, and others with a demonstrated need to view the file. At the teacher's request, a person of his/her choosing may accompany the teacher for inspection.

- Notification
 - No unfavorable entry shall be made in the teacher's file without his/her knowledge. The material shall be discussed with the teacher. He/She shall affix his/her signature to such entry to indicate that he/she is aware of the entry. No letters from parents, students, or patrons will be included in the teacher's personnel file.
- Teacher Response
 - The teacher shall have the right to respond to any material in their personnel file, and his/her answer shall be affixed to the material and placed with it in the teacher's personnel file.
- Removal of Documents
 - The teacher may request a supervisor/administrator to remove any evaluative or disciplinary materials more than three (3) years old from the teacher's personnel file. Such request may or may not be granted by the Board of Education.

ARTICLE XVI. Early Notification of Resignation (2019-2020 Negotiations)

Purpose:

The USD 110 Thunder Ridge Board of Education has agreed to provide an incentive for certified employees who notify the Board of his/her plans to resign at the end of the school year. This early notification allows the Board of Education to plan for its personnel needs for the upcoming school year. The early resignation incentives are as follows: \$750 by January 1, \$500 by February 1, and \$300 by March 1.

Early Notification of Resignation of Professional Personnel:

Any certified employee who gives written notice to the USD 110 Board on Education on or before the first day of the month of January, February, and March of the school year of their resignation from employment with the Board at the conclusion of the school year is eligible.

The position of a classroom teacher providing written notice of resignation pursuant to this policy may be considered vacant and the USD 110 Board of Education may immediately post the position as an opening to be filled at the conclusion of the school year.

This policy does not prohibit the Board of Education from eliminating the position of a resigning classroom teacher or rehiring the resigning teacher to fill an empty position. A teacher may only collect an early notification incentive one time. Incentive will be paid to the teacher by June 30th.

APPENDIX A: CONTRACT
2021-2022 SY
UNIFIED SCHOOL DISTRICT NO. 110

This contract, made and entered into, this **August 16, 2021** by and between the Board of Education of Unified School District No. 110, Phillips County, Kansas, hereinafter called the "Board" and «FIRST NAME» «LAST NAME», hereinafter called the "Teacher."

The parties, hereto, agree that the Teacher shall be employed by the Board as an employee of said Unified School District No. 110, Phillips County, Kansas, for the school year 2021-2022, as defined and scheduled by the Board, as may be assigned by the Board in accordance with Board Policies, and regulations as agreed upon by and through the Professional Negotiated Agreement. The teacher shall perform the assigned duties of such positions for the school year at no less than yearly contracted salary as set forth by the salary agreement ratified in the Certified Policy Manual on the basis of 188 contract days. The salary of «ASSIGN_PAY», «STEP_LEVEL», shall be payable in twelve (12) equal installments, on the last working day before the 10th of each month, commencing September 2021, subject to the following terms and conditions:

1. The services to be performed by the Teacher hereunder shall be as determined and assigned by the Superintendent of Schools, and the Teacher shall be subject to the policies, orders, rules and regulations of the Board; however, said policies, orders, rules and regulations are not a part of this contract. The Board reserves the right to transfer or reassign the Teacher to any other school or to any educational project or program of the school district for which the Teacher is qualified.

2. This contract is contingent upon the Teacher being and remaining certificated during the term of employment hereunder with respect to the position for which the Teacher is employed as provided by law; in the event the Teacher shall be unable to furnish to the Board and to maintain an applicable Kansas Instructor's Certificate to be in full force and effect during the term of employment hereunder, this Contract shall be null and void, terminated and cancelled.

3. As a condition to entering or continuing employment, the Teacher is required to submit a certification of health signed by licensed physician, the expense thereof to be borne by the Teacher, as provided by K.S.A. 72-5213.

4. In the event the employment of the Teacher hereunder shall be terminated for any reason prior to the expiration of the school year, the salary as hereinbefore specified shall be adjusted and paid on the basis of an amount which, together with the compensation heretofore paid, shall bear the same relationship to the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined and scheduled by the Board.

5. In the event the Teacher is absent from duty except as hereinafter specified, deduction shall be made from the salary for each day of absence as provided by the rules and regulations of the Board. Deductions shall not be made in the event such absence is covered by sick leave or the result of other authorized absence in accordance with and subject to the rules and regulations of the Board.

6. The Teacher's salary shall be determined by the step and level as stated in the Professional Negotiated Agreement for the contract year.

7. Other benefits under this contract are as specified by the Professional Negotiated Agreement.

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

WITNESS OUR HANDS
On the day and year first above written.

UNIFIED SCHOOL DISTRICT NO. 110
PHILLIPS COUNTY, STATE OF KANSAS

President, Board of Education	Date _____
Teacher	Date _____
Attest: Clerk, Board of Education	Filed _____

APPENDIX B: SUPPLEMENTAL CONTRACT

SUPPLEMENTAL CONTRACT
2021-2022 SY

This contract, made and entered into, this day August 16, 2021, by the Board of Education of Unified School District No. 110, Phillips County, Kansas, hereinafter called the "Board" and "FIRST NAME" "MIDDLE INITIAL" "LAST NAME", hereinafter called the "Teacher".

The parties hereto agree that the Teacher shall be employed by the Board as an employee of said Unified School District #110, Phillips County, Kansas for the school year 2021-2022, whose supplemental duties as defined and scheduled by the Board, shall include the following:

Pay	Supplemental Assignment
SUP1 PAY	"SUPPLE 1"
SUP2 PAY	"SUPPLE 2"
SUP3 PAY	"SUPPLE 3"
SUP4 PAY	"SUPPLE 4"
SUP5 PAY	"SUPPLE 5"
TOTAL SUPPLEMENTAL SALARY	

said salary payable in twelve equal monthly payments commencing September 2021.

Pursuant to K.S.A. 72-5412a, this contract is supplemental to the provisions of the Teacher's Primary Contract, a copy of which is attached hereto, but is not a part of thereof.

WITNESS OUR HANDS on the day and year first written.

President, Board of Education

Date _____

Teacher

Date _____

Attest:

Clerk, Board of Education

Filed: _____

APPENDIX D. 2021-2022 SUPPLEMENTAL SALARY SCHEDULE

POSITION	AMOUNT	SPONSOR	POSITION	AMOUNT	SPONSOR
HS HEAD FB	\$3150.00		MS HEAD FB	\$1,924.75	
HS ASST FB	\$2047.50		MS ASST FB	\$1,189.75	
HS HEAD VB	\$3,150.00		MS HEAD VB	\$1,924.75	
HS ASST VB	\$2047.50		MS ASST VB	\$1,189.75	
HS HEAD BOYS BB	\$3,150.00		MS HEAD BOYS BB	\$1,924.75	
HS HEAD GIRLS BB	\$3,150.00		MS HEAD GIRLS BB	\$1,924.75	
HS ASST BOYS BB	\$2,304.75		MS ASST BOYS BB	\$1,189.75	
HS ASST GIRLS BB	\$2,304.75		MS ASST GIRLS BB	\$1,189.75	
HS HEAD TRACK	\$2,898.00		MS HEAD TRACK	\$1,924.75	
HS ASST TRACK	\$2047.50		MS ASST TRACK	\$1,189.75	
HS CROSS COUNTRY	\$1,758.75		MS CHEER/PEP CLUB	\$1,058.50	
HS CHEER	\$1,321.00				
			MS CONCESSIONS	\$1,478.50	
HS DANCE TEAM	\$1,321.00		HS PEP BAND	\$927.25	
ATHLETIC TRAINER	\$2,266.00		HS CONCESSIONS	\$2,791.00	
ATHLETIC DIRECTOR	\$3,841.00		PLAY SPONSOR	\$953.50	
WEIGHT COACH	\$1,741.00		12TH GRADE SPONSOR	\$953.50	
SCHOLAR'S BOWL	\$953.50		11TH GRADE SPONSOR	\$953.50	
STUDENT COUNCIL	\$953.50		10TH GRADE SPONSOR	\$691.00	
PDC CHAIR	\$953.50		9TH GRADE SPONSOR	\$533.50	
KAYS	\$1,891.00		8TH GRADE SPONSOR	\$533.50	
			7TH GRADE SPONSOR	\$533.50	
FFA	\$3,316.00		6TH GRADE SPONSOR	\$533.50	
NAT. HONOR SOCIETY	\$953.50		MS SCHOLARS BOWL	\$533.50	
YEARBOOK	\$2,166.00				
			SCHOOL IMP TEAM	\$691.00	

SIGNATURE PAGE

These collective bargaining agreements were ratified by the bargaining unit and such ratification recorded in the minutes of the Thunder Ridge Education Association on the 9th day of August 2021.

President, TREA

Date

These collective bargaining agreements were ratified by the bargaining unit and such ratification recorded in the minutes of the USD #110 Board of Education on the 9th day of August 2021.

President, USD #110 Board of Education

Date