

**MASTER COLLECTIVE BARGAINING
AGREEMENT**

for

TEACHERS

between

USD 237 BOARD OF EDUCATION

and

THE TEACHER'S COUNCIL NO. 237

2022-2023

Unified School District 237

Smith Center, Kansas

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ARTICLE ONE:

GENERAL PROVISIONS

SECTION A: PROCEDURES

A. **Planning for Negotiation Session**

The date, time, and place for the next meeting shall be agreed prior to the conclusion of each negotiation session. Meetings should be limited to two or three hours, unless mutually agreed otherwise. Official news releases of negotiation sessions should be approved by both teams before being released. Minutes will be prepared following each negotiation session by a designated individual of each team and submitted to both teams for review and input before release to other parties.

B. **Agenda**

The agenda for the ensuing session shall be determined immediately prior to the adjournment of each session.

C. **Teams**

The Board shall have two representatives on the Negotiating Team, and the K-NEA Association shall have up to three representatives on the Association Team.

D. **Caucus**

Either team will be permitted to caucus at their request.

E. **Ratification of Agreements**

The negotiations package for ratification shall consist of all proposals upon which tentative agreements have been reached by the two negotiating teams. Final ratification of all proposals described as the negotiating package, shall be voted upon first by the negotiation unit within a reasonable time following the closing of negotiations. Following ratification by the bargaining unit, the board shall vote on the question of ratification.

Pursuant to ratification by both teams, the negotiations package shall be signed by the president of the board and the president of the association; and each signature shall be dated.

If ratification of the negotiations package fails, all items submitted to the teams for ratification may be reopened and become the subject for further discussion.

F. **Reproduction of Agreement**

The board agrees to post this agreement and the items ratified by both teams on the district web site. Hard copies of this agreement can be made at any time on district printers and copiers.

G. **Effective Date of Agreements**

All issues agreed upon and ratified by both the Board of Education and the Teacher's Council USD 237 shall become effective July 1, 2022 and terminate on June 30, 2023. Changes in the Master Contract will be negotiated for 2022-2023. Written notice of such items for negotiation will be filed by March 31, 2023, according to K.S.A. 72-5423.

SECTION B: DEFINITIONS

A. Board

The Board of Education of Unified School District No. 237 Smith Center, Kansas.

B. Days

Teaching day – student contact days which meet the definition for the required 186 day, 1116 hours of instructional time.

Inservice day – training programs for the purpose of improving staff skills, developing competency in new or highly specialized fields, improving instructional techniques, or curriculum planning and study.

Inservice days count as ½ day of the required 186 days, or 1116 hours of instructional time.

Work day – contract time used for classroom preparation and lesson planning.

Duty Day – The duty day shall be defined as **30 minutes prior to the start of school, 8:10 AM**, at 7:45 AM to 3:45 PM, not to exceed an 8-hour day, Monday through Thursday. The duty day will end at 3:30 PM on Friday. Each teacher will receive a 25-minute duty free lunch for each day of the teaching contract.

C. Recognized Negotiations Agent/Association

The Teacher's Council USD No. 237 shall be recognized in accordance with the Professional Negotiation Act 72-5413 -- 73-5425.

D. Negotiation Unit

All classroom teachers, and certified employees of the school board except administrative employees.

Base Salary & Wages
Section A: Salary Schedule

2022-2023

	BA	BA+8	BA+16	BA+24	BA+32	BA +40	MA	MA+10	MA+20	MA+30	MA+36
1	38000	38500	39000	39500	40000	40500	41000	41500	42000	42500	43000
2	38432	38932	39432	39932	40432	40932	41432	41932	42432	42932	43432
3	38864	39364	39864	40364	40864	41364	41864	42364	42864	43364	43864
4	39296	39796	40296	40796	41296	41796	42296	42796	43296	43796	44296
5	39728	40228	40728	41228	41728	42228	42728	43228	43728	44228	44728
6	40160	40660	41160	41660	42160	42660	43160	43660	44160	44660	45160
7	40592	41092	41592	42092	42592	43092	43592	44092	44592	45092	45592
8	41024	41524	42024	42524	43024	43524	44024	44524	45024	45524	46024
9	41456	41956	42456	42956	43456	43956	44456	44956	45456	45956	46456
10	41888	42388	42888	43388	43888	44388	44888	45388	45888	46388	46888
11		42820	43320	43820	44320	44820	45320	45820	46320	46820	47320
12		43252	43752	44252	44752	45252	45752	46252	46752	47252	47752
13		43684	44184	44684	45184	45684	46184	46684	47184	47684	48184
14		44116	44616	45116	45616	46116	46616	47116	47616	48116	48616
15		44548	45048	45548	46048	46548	47048	47548	48048	48548	49048
16		44980	45480	45980	46480	46980	47480	47980	48480	48980	49480
17			45912	46412	46912	47412	47912	48412	48912	49412	49912
18			46344	46844	47344	47844	48344	48844	49344	49844	50344
19			46776	47276	47776	48276	48776	49276	49776	50276	50776
20			47208	47708	48208	48708	49208	49708	50208	50708	51208
21			47640	48140	48640	49140	49640	50140	50640	51140	51640
22			48072	48572	49072	49572	50072	50572	51072	51572	52072
23				49004	49504	50004	50504	51004	51504	52004	52504
24				49436	49936	50436	50936	51436	51936	52436	52936
25					50368	50868	51368	51868	52368	52868	53368
26					50800	51300	51800	52300	52800	53300	53800
27						51732	52232	52732	53232	53732	54232
28						52164	52664	53164	53664	54164	54664
29						52596	53096	53596	54096	54596	55096
30						53028	53528	54028	54528	55028	55528
31						53460	53960	54460	54960	55460	55960
32						53892	54392	54892	55392	55892	56392
33						54324	54824	55324	55824	56324	56824
34						54756	55256	55756	56256	56756	57256
35						55188	55688	56188	56688	57188	57688
36						55620	56120	56620	57120	57620	58120
37						56052	56552	57052	57552	58052	58552
38						56484	56984	57484	57984	58484	58984
39						56916	57416	57916	58416	58916	59416
40						57348	57848	58348	58848	59348	59848

Teachers should refer to GBAA of the board policy for the regulation regarding the reporting of intent to accumulate college hours and qualifications of these hours for payment.

Negotiated Agreement PDC Language

Credits for horizontal movement on the salary schedule shall include both approved college hours and state-approved in-service hours earned while employed by Unified School District 237, Smith Center. To qualify for horizontal salary schedule movement, the teacher must have an approved Individual Development Plan on file and meet the recertification guidelines as set forth by the Kansas State Department of Education.

Points earned under the Board approved District In-Service Plan shall be counted towards advancement on the salary schedule where hour advancement is possible. Degree advancement on the schedule shall be with degrees earned from an accredited college or university.

For any advancement on the salary schedule, no more than half of the hours required for movement may come from PDC points. Twenty approved and completed points are the equivalent of one college credit hour. Only those PDC points earned from scheduled in-service days or approved workshops or conferences may count towards movement. A master's degree is required prior to moving to column 7 on the salary schedule.

A copy of accumulated points must be submitted to the board office prior to June 1 of the year in which movement on the schedule is desired.

SECTION B: SUPPLEMENTAL SALARY SCHEDULE

Salaries for supplemental duties will be paid on a scheduled percentage of basis of that teacher's base salary. Increases from year to year will be calculated on the teacher's current base wage.

24%

Athletic Director

15%

Concessions Director

12%

Head High School Football
Head High School Basketball
Head High School Volleyball

Head Jr.-Sr. High Track Program
Head High School Wrestling
High School Computer Coordinator

10%

Assistant High School Football
Assistant High School Basketball
Golf
Cross Country
Instrumental Music

Assistant High School Track Program
Assistant High School Wrestling
Assistant High School Volleyball
Assistant Concessions Director
Jr. Sr. High School Vocal Music

8%

Junior High Head Football
Junior High Head Wrestling
Junior High Pep Club Sponsor
Assistant High School Golf
FCCLA

Junior High Head Basketball
Junior High Volleyball
Spirit Squad Assistant
FFA

7%

Jr.-Sr. High School Teachers who teach 7 class periods and have only 1 planning period
School Improvement Specialist

6%

Assistant Junior High School Sports
Junior Class Sponsor
Yearbook Sponsor

Summer Supplemental Days (determined by administration annually)

Elementary Library
High School Library
Vocational Agriculture
Family and Consumer Science
School Counselor

5%

Art Director
Drama Sponsor
Forensics Sponsor
Elementary School Music

4%

Assistant Drama Sponsor
Jr./Sr. HS Head Teacher

3%

Student Council
Jr. High Quiz Bowl Sponsor
Academic Bowl Sponsor

2%

National Honor Society
Senior Sponsor

Builder's Club

Any position shared by two or more employees shall be reimbursed by sharing that percentage due for that particular assignment based on the largest base of those involved.

The teacher's base shall be defined as the certified teacher's contract salary. If the position involves a non-certified individual, the lowest salary on the salary schedule shall be used as the guideline for "teacher base" with consideration given to increase for years of experience.

SECTION C: EXTRA DUTY PAY

For all duties other than regular classroom duties or those covered by Supplemental Salaries, teachers shall be reimbursed at a rate of \$12.50 per hour for weekday evening activities. Time will be paid to the quarter hour with a minimum of one (1) hour work time. Saturday and weekend activities will be reimbursed at a rate of \$18.75 per hour (minimum of 1 hour). KESA Committee members will be paid for work performed outside of the normal duty day at the current rate of \$12.50/hr. for weekdays; and \$18.75 /hr. for weekends.

SECTION D: DUTY FREE LUNCH CONSIDERATION

Teachers desiring lunch duty will be issued a supplemental contract for the lunch duty.

SECTION E: PARAPROFESSIONAL CLAUSE

When the principal and classroom teacher agree a paraprofessional is necessary, the proposal can be submitted to the Board through the Superintendent. If the principal and classroom teacher fail to reach agreement on this need, the teacher can present this to the Superintendent for consideration. Paraprofessionals will be assigned based on the needs of students.

SECTION F: COMPENSATION TO SUBSTITUTE FOR ANOTHER DURING TEACHER'S PLANNING PERIOD

Teachers shall be compensated at a rate of \$15.00/per hour to substitute for another teacher during a teacher's planning period.

SECTION G: COMPENSATION FOR DRIVER'S EDUCATION

The teacher of driver education shall be compensated at a rate of \$250.00/per student, single tier program for the summer driver education session.

SECTION H: COMPENSATION FOR SUMMER SCHOOL

When the need arises, summer school teachers will be hired at a rate of \$20.00 per hour. Hours and amounts of work will be stipulated on the supplemental contract.

SECTION I: COMPENSATION FOR AFTER SCHOOL ACADEMIC PROGRAM

Certified teachers shall be compensated at a rate of \$20.00/per hour (3:30 PM – 5:00 PM) to teach for the after school academic program.

SECTION J. COMPENSATION FOR TECHNOLOGY SUPPORT

Certified teachers shall be compensated at a rate of \$25.00 per hour to provide technology support outside of the contracted duty day.

SECTION K. KPERS RETIREE EMPLOYMENT

Terms and conditions for employment including salary and benefits for certified staff that have retired from USD 237 under KPERS will be determined by mutual agreement between the individual teacher and the Board of Education. Employment of retired teachers is subject to board approval.

SECTION L. LIQUIDATED DAMAGES FOR LATE RESIGNATION

Certified teachers who resign from USD 237 will be subject to liquidated damages for late resignations according to the following schedule:

15 days after the third Friday in May to June 3	3%
June 4 to June 30 th	4%
July 1 st to July 15 th	5%
July 16 th to July 31 st	6%
After July 31 st	7%

SECTION L. LIQUIDATED DAMAGES FOR LATE RESIGNATION CONT

The liquidated damages are a percentage of the resigning teacher’s BASE salary. Liquidated damages may be withheld from the resigning teacher’s paycheck.

Any exception to this policy for extenuating circumstances must be approved by the board of education upon request from the teacher requesting the exception to the policy.

ARTICLE THREE:
HOURS AND AMOUNTS OF WORK

SECTION A: PROFESSIONAL DUTY YEAR

The standard primary contracts shall be issued for 186 work days.

SECTION B: COMPENSATION FOR DAYS WORKED BEYOND CONTRACTED DAYS

Certified staff will be compensated substitute teacher pay for any days worked beyond the contracted days. Duties may include Inservice, Curriculum Development, QPA, and Staff Development.

SECTION C: EIGHT PERIOD SCHEDULE JR.-SR. HIGH SCHOOL

The jr.-sr. high school will be on an eight (8) period schedule

SECTION D: ELEMENTARY PLANNING TIME

The Elementary School teachers will have 2 Professional Plan days per nine weeks for the 1st – through 3rd Nine Weeks of the School Term.

ARTICLE FOUR:
LEAVES

SECTION A: LEAVE OF ABSENCE

- A. Instructors may be granted leaves of absence. Such extended leaves of absence shall normally be for not more than one (1) year. A leave of absence may be lengthened to include a second year under the same provisions which applied to the first year of leave of absence. No extended leave of absence, that has been granted by the Board of Education, shall be considered a termination of employment.

After a teacher has been granted a leave of absence, the teacher must notify the district at least six (6) months prior to their intent to return to the district. Such leave will be, when granted, permitted at the end of a contract year, and such teacher may return only at the beginning of a contract year.

B. All teachers applying for a leave of absence must do so by the March Board meeting of each year. All applications must be presented by the individual teacher and determination of the application is totally at the discretion of the Board of Education. All sections of this particular agreement are agreed to be nongrievable. A written response shall be returned to each applicant by the Board of Education at the earliest possible date but no later than the regularly scheduled June Board meeting.

C. An instructor shall:

1. Receive no salary or fringe benefits when on extended leave.
2. Receive full credit for teaching experience while on extended leave for:
 - a. Study when enrolled for a period of leave in at least the equivalent of a minimal full load of course requirements in an academic institution.
 - b. Military Service, if member of Reserve of National Guard components that are activated.
 - c. Professional activities (for example, as an employee or officer of local, state or national professional association, or as a volunteer in Vista or the Peace Corps.)
3. Retain accumulated family and medical leave days but will not receive credit for any additional family and medical leave days during the term of extended leave.
4. Retain membership, during the extended leave, in the group Health and Hospital Insurance, (however, arrangements for payment of premiums must be made in advance with the business office) for the period of time allowable by the Insurance Company.
5. Be re-assigned in a regular position which is at least comparable in assignment to the one which he/she held when the extended leave commenced, exclusive of supplemental assignments.

SECTION B: FAMILY AND MEDICAL LEAVE

A. Family and medical leave in the amount of 10 days shall be credited to each teacher at the beginning of each contract year and shall be accumulative up to 70 days. In the case of sick leave, a doctor's statement may be required and must be provided by the teacher upon request of the Superintendent or Board of Education after three (3) consecutive days of sick leave.

B. Family and medical leave will be granted for personal illness of any member of the immediate family. The immediate family is defined as wife, husband, child, mother, father, brother, sister, grandparents

or other persons living in the same household. If circumstances of prime importance can be proven, the Principal may grant permission of absence.

- C. All teachers may request up to a maximum of ten (10) days per year for bereavement leave. Additional days may be granted at the discretion of the building principal. Bereavement leave must be approved by the building principal. Bereavement leave days will be deducted from the sick leave benefit days accumulated by the teacher.
- D. Teachers may be allowed four (4) days personal leave per year. This is not accumulative and will not be charged against family and medical leave accumulation. A seven (7) day notice must be given except in cases of emergency. Personal leave will not be granted the first two weeks of the school term or the last two weeks of the school term nor the day preceding or the day following a scheduled school vacation, unless the employee has made written request and received confirmation from the Board of Education. With the approval of the Board of Education, additional personal leave days may be taken by paying the substitute wages for the day rather than 1/186th of their salary. Payment of **\$200.00 per day** for unused personal/business leave (maximum of \$800 for the 4 days allowed) will be paid to the teacher at the end of the school term. Teachers may forfeit the current rate of pay per day for the unused personal leave and roll those days into their accumulated family and medical leave.
- E. Teachers will be allowed two (2) days of professional leave per school year. Additional days may be granted at the discretion of the building principal. These days will not accumulate and will not be charged against family and medical leave. Professional leave must be approved by the building principal. If professional leave is denied, a reason must be given.
- F. Upon retirement, as defined by KPERS, from USD 237, the teacher will be compensated at the following rates for each unused sick leave day up to 70 days based upon the date their resignation letter is submitted to the district's clerk of the board of education.

Before February 1 st	\$125.00 per day
February 1 st to February 29 th	\$115.00 per day
March 1 st to March 31 st	\$105.00 per day
April 1 st to April 30 th	\$95.00 per day
May 1 st to May 15 th	\$85.00 per day
After May 15 th	No payment

SECTION C: FAMILY AND MEDICAL LEAVE POOL POLICY

- A. The purpose of the family and medical leave pool is to provide some days of additional sick leave to certified personnel in cases where an illness or severe injury would impose a devastating hardship on the individual and their family. This leave will be used only after the individual's personal family and medical leave has been exhausted.
- B. The occasion and extent of this leave will be controlled by a committee consisting of: The Superintendent or his appointed representative, the Principal of the building to which the teacher is assigned, and two teachers appointed by the president of the teacher's organization.
- C. Guidelines as to whom this leave will apply shall be the same as those established in board policy for normal family and medical leave.

- D. The amount of leave in the pool will not exceed 90 days at any one time. The pool will be filled by permitting each individual to contribute one day of their normal family and medical leave per year to the pool until the pool is filled.
- E. Teachers who accumulated 70+ days, will have the option to contribute those extra days to the pool before rotation is used. If the pool of 90 days is not filled, names will be listed in a permanent order, and the contribution of days to fill the pool, and to replenish it to the maximum of 90 days at the beginning of a year, will be conducted on a rotation basis with no one contributing more than one day per year.
- G. New teachers entering the system will have their names placed on the rotation in such a position as to facilitate their contribution to the pool during their first year, if days are needed in the pool.

CONDITIONS FOR FAMILY AND MEDICAL LEAVE POOL

1. The pool is to consist of 90 days at the beginning of each year, after the pool reaches that maximum.
2. Any one individual may not use more than 40 days from the pool in any one year.
3. The pool is to be used by an individual only after their own accumulated family and medical leave is exhausted.
4. Teachers who accumulated 70+ days, will have the option to contribute those extra days to the pool before rotation is used. If the pool of 90 days is not filled, each person will contribute one day of their family and medical leave each year to the pool until the pool is filled to a maximum of 90 days. The pool will be refilled by individuals contributing one day per year on a rotation basis as needed.
5. 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 a person involved, and two members of the Teachers Council appointed by the Council's president. The applicant must be notified of the committee's decision no later than five (5) school days after the application is submitted.
6. Any member on the committee who applies for use of the family and medical leave pool shall disqualify himself/herself from the committee.
7. Use of this pool shall be limited to emergency situations, such as prolonged illness or serious injury.
8. Guidelines as to whom this leave will apply shall be the same as those guidelines established for normal sick leave.

SECTION D: JURY DUTY

- A. An employee called to jury duty will be paid regular school wages if the employee endorses all jury duty pay, except reimbursement for mileage and subsistence, over to the district.

SECTION E: MILITARY LEAVE

- A. A military leave of absence shall be granted to any teacher who is inducted for military duty in any branch of the armed forces of the United States. Upon return from military leave, the teacher shall be given consideration for employment in any comparable position which is available at the time of the teacher's return.

ARTICLE FIVE: **INSURANCE AND FRINGE BENEFITS**

SECTION A: SALARY REDUCTION

Participants shall be entitled to select (by completing the Employee's Selection Form) any one or a combination of benefits as provided.

- A. Selection of Benefits
1. Group Health Insurance
 2. Disability Income Insurance
 3. Cancer Insurance
 4. Dental Insurance
 5. Group Life Insurance
 6. Dependent Care Assistant Plan
 7. Medical Expense Reimbursement Plan
- B. Time Period for Selection of Benefits
Teachers may elect to participate and select benefits once each plan year. The plan shall begin September 1 and end August 31. Benefits selected cannot be changed except as provided in Section C, until the beginning of the next plan year.
- For most teachers this will be August but may vary for teachers resigning or being discharged during the school year, or for teachers whose contracts commence prior to regular classroom teachers.
- C. Tuition Reimbursement & Praxis Test
The district will allocate \$5,000 per year for tuition reimbursement. Criteria and allocation of funds will be developed and adopted by a Tuition Reimbursement committee comprised of Certified teachers from the elementary and secondary buildings. Praxis testing reimbursement with priority given to tuition reimbursement.
- D. Period of Coverage
The period of coverage during which a benefit is provided is the Plan year. A participant may elect to terminate the payroll reduction agreement or change the benefits elected ONLY if family status has changed. A participant has a change in family status upon marriage, divorce, death of a spouse or child, birth or adoption of a child, or termination of employment of a spouse.

E. Payroll Deductions

It is agreed between the Board and the Association that, when duly authorized by an employee on an appropriate form or forms, the Superintendent shall provide for payroll deductions to be made and paid in accordance with such form for any and all of the following purposes:

1. Teaching Profession Dues
2. Tax Sheltered Annuities
3. Administration fees for Dependent Care and Medical Reimbursement Plan (not to exceed \$4.00 per teacher per month)
4. Others - required by law

The president of the Teacher's Association shall annually certify in writing to the Clerk of the Board by September 1st, all Teacher Organization monthly dues to be deducted from each employee's monthly payroll in twelve (12) equal payments.

Total dues deductions shall be forwarded to the Secretary-Treasurer of the Teacher's Association each month. These deductions shall coincide with the deductions submitted by the President of the Teacher's Association to the Clerk of the Board each month. The vendor for such transactions shall be Teacher's Council USD NO. 237.

LIMITATIONS ON DEDUCTIONS

1. Except as provided by law no deduction shall be made from any employee's payroll without his written authorization. Once written authorization is given, the employee shall continue on payroll deduction for all listed deductions until the employee advises, in writing, the Superintendent of his withdrawal from payroll deduction.
2. Any and all balances due upon the employee's resignation or termination shall be deducted from the employee's final paycheck.

SECTION B: FIXED FRINGE BENEFIT

The Board will provide **\$846.80** per month for each person who is enrolled in the health insurance plan. The benefit will be prorated as to the percent of employment as a fixed fringe benefit toward the district health insurance program. This benefit will be a "take it or lose it" benefit and is not available as cash.

ARTICLE SIX
GRIEVANCE PROCEDURES

SECTION A: GRIEVANCE PROCEDURE

- A. Purpose:
The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of Unified School District No. 237, Smith County, Kansas, at the lowest level.
- B. Definitions:
(a) Grievance shall mean any alleged violation of the terms and conditions of the employee's contract of employment. (b) "Grievant" means a certified employee of the United School District #237, Smith County, Kansas, having a grievance. (c) Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.
- C. Procedures: In general: The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom his grievance is being considered.

Initial private conference: A grievant shall first take up his grievance with his Principal or immediate administrative superior in private informal conference(s). Every effort shall be made to adjust the grievance in an informal manner.

Level 1.

If the employee is dissatisfied with the outcome of the initial private conference(s), he may request a formal conference with his Principal or immediate supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten (10) school days of the last informal conference.

Level 2.

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

If the grievant appeals the grievance to the Superintendent, the Superintendent or his designated representative, shall confer with the grievant in an effort to arrive at a satisfactory solution within five (5) school days after the appeal has been received by the Superintendent.

If the grievant does not appeal the grievance to the Superintendent within twenty (20) school days after the formal conference at Level 1, the appeal of the grievance shall automatically be waived.

Level 3.

If the grievance is not adjusted to the satisfaction of the grievant, or if no decision is made thereon within ten (10) school days after the date the grievance was filed with the Superintendent or his designated representative under Level 2, then the grievant may appeal the grievance to the Board of Education for the purpose of final adjustment of the grievance

by submitting a written request to the Clerk of the Board of Education within ten (10) school days after the Superintendent, or his designated representative, has rendered a decision, or after the expiration of said ten (10) school days.

The Board of Education shall, within thirty-one (31) calendar days after receipt of the written request, meet and confer with the grievant and render a decision to be submitted in writing, to the grievant.

D. Supplemental Conditions:

1. 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.
2. Upon the final determination of the grievance, the documents, communications and records, excepting a record of the grievance and the final adjustment thereof, and excepting records required by law to be kept and maintained, shall be destroyed.
3. At each step of the procedure for adjusting grievances after the initial private conference(s) with his Principal or immediate administrative superior, the grievant shall be entitled to be accompanied by representative of the USD No. 237 Teacher's Council or some other person who might contribute to the acceptable adjustment of the grievance, and/or to be represented by legal counsel.
4. All Grievance hearings shall be confidential.
5. All discussions and hearings shall be conducted at times other than when school is in session.
6. It is the responsibility of the grievant to utilize the procedure for adjusting grievances as soon as he is aware of a grievance.
7. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
8. Only the employee affected may file a grievance or an appeal from level one (1) and two (2).
8. The filing of a grievance at all levels shall be in writing, and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date, place of the event or act, and the names and addresses of any witnesses thereto.

ARTICLE SEVEN

REDUCTION OF TEACHING STAFF

SECTION A: REDUCTION OF TEACHING STAFF

Policy: In the event that the Board decides that the number of members of teaching staff must be reduced, guidelines in the rules will be followed.

Rule: The following steps will be utilized by the Board of Education to reduce teaching staff:

To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the district to meet the educational goals established by the board. The number of teachers needed to implement the district educational program will then be determined by the Board.

All teachers will be evaluated in relation to the educational goals of the district. Individual educational qualifications and specific skill areas or disciplines shall be ascertained and applied to the teacher needs of the district. Teacher evaluation forms will also be used to provide a profile of various strengths or weaknesses a teacher may have.

Tenure will be considered in those situations where all other areas of the criteria are the same.

Recall Procedure In the event that a teacher must be discharged from his or her present teaching position because of reduction in staff, they may re-apply for any other teaching position, for which they are qualified, in any of the schools of the district. All teachers who choose to re-apply will be given prime consideration for the position in question, keeping in mind the needs of the district and educational program as a primary objective.

Any teacher who should be dismissed from their position because of a reduction in staff and has followed the procedure as outlined above and is hired by the district will be returned to the same step on the salary schedule and re-instated to all the benefits that the teacher held upon dismissal.

ARTICLE EIGHT

DISCIPLINE PROCEDURES

PROGRESSIVE DISCIPLINARY ACTION

The following progression of disciplinary actions are appropriate for progressive and constructive discipline. However, these disciplinary actions are not, nor are they synonymous with, a substitute for specific meaningful administrative assistance, aid and help of a formative evaluation process toward the indicated remediation and change.

Progression is not intended to mean each action below must precede an appropriate action. The degree of disciplinary action will be congruent with the seriousness of the professional employee's behavior which is the cause of discipline.

SECTION A: PROGRESSION

Clear and specific identification of the problem;

Documented notification;

Documented dialogue about the concern or problem;

Documented verbal reminders;

Documented written warning;

The demand for a written apology, if indicated;

One day suspension without pay;

A period of probation of at least sixty (60) days but not to exceed one semester of a school term;

Voluntary or involuntary disciplinary transfer, reassignment or demotion;

Written notice of board action to non-renew a contract of employment upon the conclusion of the current contract term;

Immediate suspension with full pay;

Written notice of board action to immediately terminate a professional employee's contract of employment.

SECTION B: STUDENT, PARENT, PATRON AND/OR PEER COMPLAINTS

The administration and the board have the obligation to investigate all complaints, concerns or allegations about a professional employee deemed serious enough to warrant review or discipline.

Any complaints or concerns regarding a teacher made to an administrator, which, in the opinion of the administration, might result in an evaluative or disciplinary action, shall be promptly called to the professional employee's attention. Such complaints or concerns must be put in a specific written form, including the date and time the alleged complaint occurred, a description and chronology of the details, any substantive evidence supportive of the complaint, and furnished to the professional employee. Before the complaint is put into the employee's personnel file, the employee will have the opportunity to respond to the complaint in written form, meet with the complaining patron, and/or arrange for representation.

No anonymous complaints will be forwarded to a professional employee or placed in their personnel file.

Professional employees can review their personnel files at any time whether a complaint has been filed or not.

ARTICLE NINE

PROFESSIONAL EVALUATION

SECTION A: EVALUATION POLICY FOR CERTIFIED PERSONNEL

1. Philosophy
 - A. All evaluations should promote improved performance and should be used to attain that goal.
 - B. The evaluations are to be a cooperative process involving the parties most vitally concerned and others who may be in a position to contribute responsibly.
 - C. All evaluations should focus upon aspects of current performance in which strengths may be utilized and weaknesses may be changed to strengths.
 - D. Every evaluation should involve performance criteria, goals or objectives which are clearly stated and understood.
 - E. All evaluations will include assessments and plans for improvements which are cooperatively developed.

2. Procedures
 - A. All evaluation procedures shall meet the minimum requirements of K.S.A. 72-9001 through 72-9006.
 - B. The evaluation timeline will be discussed by the building administrator at the August Inservice meetings.
 - C. The evaluation will be either formal or off year. The formal evaluation will take place in the years designated in parts E, F, and G below. The off-year evaluation will take place with the experienced professional educator during the 1st and 2nd year of the three-year formal evaluation process. The building administrator may determine the need for a plan of improvement which will require a formal evaluation.
 - D. All evaluations will be in writing and will be retained in the USD 237 office personnel file for each employee for a period of not less than three (3) years.
 - E. Every certified employee in the first two (2) consecutive years of employment shall be evaluated at least one (1) time each semester prior to the 60th day of each semester.
 - F. Every certified employee during the third and fourth years of employment will be evaluated at least once per year. This evaluation will be completed by February 15 of that year.
 - G. After the fourth year of employment, every employee will be evaluated at least one (1) time every three (3) years. This evaluation will be completed by February 15 of the third year.
 - H. Whenever any evaluation is made of an employee, the evaluation document should be presented to the employee and the employee shall acknowledge such presentation by his or her signature thereon. A copy of the evaluation document will be presented to the employee after the signing process. At any time not later than two (2) weeks after such presentation the employee may respond thereto in writing.

SIGNATURE PAGE

These collective bargaining agreements were ratified by the Teacher's Council USD No. 237 bargaining unit and such ratification recorded in the minutes of the Board of Education on the 1st day of September, 2022.

Kelli Schmidt

President

Teacher's Council No. 237

And these same collective bargaining agreements were ratified by the USD 237 Board on the 1st day of September, 2022.

Shean Hareng

President

USD 237 Board of Education

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