

**UNIFIED SCHOOL DISTRICT NO. 373  
HARVEY COUNTY, NEWTON, KANSAS  
2009-2010 NEGOTIATED AGREEMENT  
TERMS AND CONDITIONS OF EMPLOYMENT**

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***UNIFIED SCHOOL DISTRICT NO. 373  
HARVEY COUNTY, NEWTON, KANSAS***

***NEGOTIATED AGREEMENT***

***TERMS AND CONDITIONS OF EMPLOYMENT***

Licensed Personnel 2009-2010

This is the contractual agreement between the Board of Education of Newton Unified School District 373 and the licensed personnel represented by the bargaining unit.

Any previously adopted policies, practices, procedures, customs, rules, regulations or writings of the board which are in conflict with this agreement shall be superseded by the term set forth herein.

Nothing in this agreement shall be construed to limit the statutory power and duty of the board and superintendent to make, amend or execute decisions and policies that are necessary to operate and maintain the teaching programs and schools and to otherwise carry out their lawful responsibility.

Professional Personnel Contract Document

The language in the attached document designated as the "Teacher Basic Contract" shall be adopted as the language of the official document for the basic contract between the Newton U.S.D. 373 Board of Education and licensed personnel represented by the bargaining unit.

*UNIFIED SCHOOL DISTRICT NO. 373  
HARVEY COUNTY, NEWTON, KANSAS*

## Teacher's Basic Contract

This contract, made and entered into, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Board of Education of Unified School District No. 373, and \_\_\_\_\_ hereinafter called "Teacher".

The parties hereto agree that Teacher shall be employed by Board as an employee of said Unified School District No. 373, Harvey County, Kansas, for the school year 20 09-2010, commencing on \_\_\_\_\_, 2009, as defined and scheduled by Board, which shall include at least 193 duty days of teaching and other assignments as designated by the Board, at the salary of \$ \_\_\_\_\_ for said year, payable in 12 equal installments, on or about the 25th day of each month, subject to the following conditions:

1. The services to be performed by Teacher shall be as determined by Superintendent of Schools, and teacher shall be subject to the policies, rules and regulations of the Board; however, said policies, rules and regulations are not a part of this contract. Except however; sections GA and GB as applicable to licensed personnel and other policy and rules determined to be negotiable by statute or court decisions are made a part of this contract by reference.
2. This contract is contingent upon Teacher being and remaining licensed during the term of employment hereunder with respect to the position for which Teacher is employed as provided by law; and in the event Teacher shall be unable to furnish to and maintain with Board an applicable Kansas Instructor's License to be in full force and effect during the term of employment hereunder, this Contract shall be null and void or terminated and canceled.
3. As a condition to entering employment, Teacher is required to submit a certification of health signed by a licensed physician, the expense thereof to be borne by Teacher, as provided by law.
4. In the event the employment of 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 that amount, which when added to the compensation theretofore 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 Board.
5. In the event Teacher is absent from duty, deduction shall be made from the salary for each day of absence as provided by the rules and regulations of Board. Deductions shall not be made in the event such absence is covered by chargeable temporary leave or the result of other authorized absence in accordance with and subject to the rules and regulations of Board.
6. 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, and to all other applicable United States and Kansas Laws.

\$ \_\_\_\_\_ Contract Salary according to \_\_\_\_\_ step of the 20\_\_\_\_ - \_\_\_\_ Salary

Schedule with the degree as follows: \_\_\_\_\_.

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

By \_\_\_\_\_  
President, Board of Education, Newton U.S.D. No. 373

Attest:

\_\_\_\_\_  
Clerk, Board of Education

\_\_\_\_\_  
Teacher

# ADJUSTMENTS IN CONTRACTUAL CONDITIONS

In order to:

- participate in a Board approved pilot program
- accommodate district construction projects
- accept an assignment to teach in another school district (e.g., Hesston, Halstead)
- accept an assignment to teach in a contracting entity (e.g., Youthville, Prairie View)
- accept an assignment to teach in a charter school (e.g., Walton)

I hereby voluntarily agree to the listed adjustments to the specific sections of the negotiated agreement that are in conflict with the work rules and practices of the site to which I am assigned. I have had the opportunity to discuss these adjustments with advisors of my choosing and am comfortable with adjustments to the contract provisions to the extent set forth below. No adjustments shall be made that lengthen the contract year without compensation or that decreases the number of work days.

Areas in which adjustments may be considered are as follows: Lunch Procedures and Supervision, School Day and School Year, Parent Teacher Conferences, Planning Periods, Professional/Work Days, Personnel Evaluation Process (except that there shall be no waiver of the Evaluation Option for teachers assigned to another district)

The specific adjustments to be made are as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that all other contract provisions will not be affected.

Signature Section (Signatures indicate that the specifics of the adjustments made have been discussed and agreed between the parties affected.)

Effective for contract year \_\_\_\_\_.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designated local administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
U.S.D. 373 Superintendent

\_\_\_\_\_  
Date

## ***SECTION 1- SCHOOL DAY AND SCHOOL YEAR***

The Board will schedule a three (3) day holiday next to a weekend during the second semester. The holiday period shall be set annually by the Board. The holiday period shall not be counted in the basic contract year as defined in the salary schedule. The Board will schedule Christmas and Good Friday as a non-contract day each year. The Board retains the sole right, in its discretion, to set the school calendar.

The normal school day for teachers shall be seven (7) hours with a flexible schedule determined by the principal and as directed by the superintendent of schools.

The regular teaching year shall be 179 six (6) hour and thirty-five (35) minute days with students. The lunch period shall not be counted as a part of the seven hour day. When students are dismissed early the teacher's duty day shall be reduced proportionately, with the time on duty being considered as part of the total contract time. The board of education shall have the authority to determine whether and when days or parts of days missed due to inclement weather or other reasons shall be made up.

Certain activities are considered as basic requirements for meeting the educational needs of the students. The times for conducting these activities shall be determined by the principal or appropriate administrator and may exceed the normal day if deemed necessary. The principal or appropriate administrator will designate who shall be in attendance at such activities. The activities shall include, but not be limited to, faculty meetings, supervisory assignments, parent-teacher conferences, building team meetings, staffings, and conferences in connection with development of individual education plans.

Building administrators should make reasonable efforts when scheduling the above activities to give consideration to part-time teachers and teachers who are assigned to more than one building.

It is not the intent that the authority granted in this paragraph to exceed the normal school day be used to assign teachers to duties for which they or others currently receive additional compensation.

All teachers and nurses, regardless of assignment, are expected to be available for duty at the times determined by this policy.

The term "teacher" shall be defined in this section as classroom teacher, media specialist and counselor.

Block Scheduling. Newton High School shall operate on the Alternating 8 Block schedule. The standard teaching load at Newton High School (other sites not included) shall be 5 teaching assignments plus a seminar assignment.

During the 2009-10 school year, Newton High School teachers and administration shall develop a schedule for the high school that best meets the needs of students. This effort shall be co-chaired by Ken Rickard and Debra Helberg. Any recommended changes from the current block schedule shall be reported back to the IBB team prior to February 1, 2010.

## ***SECTION 2- PROFESSIONAL DAYS/WORK DAYS***

The licensed teaching staff will be granted six (6) work days and eight (8) professional days during the school year.

Two of the work days or their equivalent in half days will be granted prior to the opening of school. A full work day will be granted at the end of each semester, prior to semester grades being due, and a full work day will be granted prior to the beginning of second semester.

The remaining work and professional days will be designated on the calendar as work or professional days and each building will appropriately schedule either work or professional activity as defined in this section. They may be scheduled as whole days, half days or combination work/professional days. The work days will be planned by each

teacher with the approval of the immediate supervisor and/or the principal. Suggested activities include working in the classroom, averaging/computing grades, filling out grade reports, preparing for parent-teacher conferences, attending departmental/grade level meetings, and faculty meetings of one (1) hour or less.

Elementary teachers shall be given five (5) early release days, coinciding with the early release days at the high school and middle schools, for professional development.

Traveling teachers, who have assignments with students on the first day of school, will receive the two work days or their equivalent in half days prior to the opening day of school. These days will be scheduled by the home school principal. In the event that a schedule cannot be designed that will allow the two work days or their equivalent in half days the traveling teacher will be paid by the hour for up to four hours for attendance at meetings that could not be scheduled without infringing upon the work day.

Traveling teachers who do not have assignments with students on the first day of school will receive the two work days or their equivalent in half days prior to the third day of school.

Professional days shall be used for the purpose of improving staff skills, developing competency in new or highly specialized fields, improving instructional techniques, curriculum planning and study, school improvement, standards alignment or assessments. The content of the eight (8) professional days will be determined by a site based Professional Day Committee composed of an administrator, a School Improvement Team (SIT) person and a representative appointed by the NEA. This committee shall be appointed and have an organizational meeting each spring for the following year. The membership of this committee may be expanded by the site based committee if desired. The Professional Day Committee will set the content of professional days after balancing (a) teacher needs, (b) building goals and (c) district goals. Teacher needs will be determined by a survey of building teachers. The effectiveness of the professional days shall be evaluated by the teachers at each site and the results reported back to the teachers and the board of education after each professional day. The Professional Day Committee will administer the evaluation process.

These days will be included as part of the basic contract.

#### Collaboration (Elementary level only).

Elementary teachers will have up to thirty four (34) 50 minute sessions scheduled on Wednesdays, outside of the instructional day, for collaboration. Expected activities during this time include analyzing student data, targeting specific standards where achievement is low and identifying and analyzing implementation strategies for improving student performance. Sessions will not be scheduled for the first and last weeks of the school year or during parent teacher conference weeks.

District Level Collaboration (formerly grade level and departmental meetings). One collaboration session each month shall be scheduled for District Level Collaboration and planned by district administration. If there is no need for this meeting during a month, it shall be scheduled as a Classroom Level Collaboration session.

Building Level Collaboration (formerly professional day activities). One collaboration session each month shall be scheduled for Building Level Collaboration (whole staff collaboration in assigned buildings) and planned by building administration. If there is no need for this meeting during a month, it shall be scheduled as a Classroom Level Collaboration session.

Classroom Level Collaboration. Except as set forth above, all remaining collaboration sessions shall be scheduled for Classroom Level Collaboration. All elementary staff will be assigned to a primary team made up of teachers that are teaching the same content and the same grade levels, where appropriate. These sessions shall be planned by teachers and agendas turned in to building administration for approval prior to the sessions. Traveling teachers shall primarily participate at their base site. Teachers needing to collaborate with multiple teams will be allowed to

flexibly schedule their sessions to meet the needs of their students. This will provide all teams with access to special education teachers and specialist staff input.

To compensate for the additional time spent participating in collaboration activities, the participants will not be required to attend three (3) of the eight (8) required Professional Days. Additionally, parent-teacher conferences will be limited to the contractually required 21 hours rather than the 28 hours formerly scheduled as comp time off. The four (4) comp days will be scheduled by District Office.

*[The following Learning Community Days Pilot Program section shall apply to the 2009-10 school year only. This program and language shall automatically be removed and shall be inapplicable for the 2010-11 school year unless it is renegotiated into the agreement by the parties.]*

#### Learning Community Days Pilot Program (high school and middle schools only)

Two (2) professional days at or near the end of the year shall be used as Learning Community Days (LCD). Teachers will do individualized, self planned professional development on these days. Teachers will plan their own activity and have it approved by the principal. The principals will each maintain a list of the types of activities that individual teachers can plan and do. Also qualifying will be any additional professional development activity planned by the teacher and approved by the principal.

Comp Choice. Teachers can do their LCD activity on their own time, outside the normal school day and then comp out the LCD days, or, if LCD activities are not approved and completed in advance of the scheduled LCD days, then those teachers will plan and do their LCD activities on the designated LCD days. Teachers doing their LCD activity on the designated LCD days will still have to have their activity planned and approved by their principal. The LCD days will be comped out only in whole days, for bookkeeping ease. To qualify to comp out an LCD day, the activity should take at least the equivalent of a 7 hour day.

LCD days will apply to the high school and middle schools only. (The elementary teachers already comp out 3 professional days for their collaboration time each week. This pilot program will extend that concept to the middle school and high school.)

The standards for the LCD activities will mirror the criteria for PDC points and the District PDC will settle any disputes.

### ***SECTION 3- PARENT-TEACHER CONFERENCES***

Fall and spring parent-teacher conferences and preparation time for K-12 teachers will be scheduled at the attendance center by the faculty and administrator on days approved by the Superintendent. Teachers will be allowed no less than 21 hours of conference and preparation time per year. Evening conferences may be scheduled as long as a corresponding amount of compensatory time off is also scheduled.

Prior to parent-teacher conferences, the teacher will provide, for approval, a written schedule for the preparation and conference time to the immediate supervisor.

In the event that no conference times are available outside of duty hours, teachers will be permitted to take up to 75 minutes off to attend their own children's parent-teacher conferences. Any time taken off shall be made up at a time mutually agreeable to the teacher and the principal. If a teacher wishes to take the time off during the posted open conference schedule at the high school or middle school, then that teacher shall notify all parents in advance and post a sign at his or her conference location stating that he or she will return at a certain time so that parents wishing to conference with that teacher will know what time that teacher will be available.

Traveling teachers will prorate conference time between buildings.

## ***SECTION 4- PLANNING PERIODS***

### **A. Planning Period for Classroom Teachers in Grades K-12**

Classroom teachers shall be provided time for the primary purpose of planning, preparation, consultation with administrators, staffings, development of individual education plans, and engaging in such duties that are essential to perform successfully the requirements of the classroom position to which they are assigned. The planning time for teachers in grades kindergarten through twelve (12) shall be scheduled within the student instructional day.

This time is primarily designated to enable the classroom teacher to give complete attention to these activities. Thus, the classroom teacher shall not be directly responsible for supervising any students during this period of time unless the administration determines that emergency circumstances exist.

Planning periods for teachers who do not have a full-time assignment shall be prorated according to the fractional amount the assignment bears to a full-time assignment.

The amount of time shall be based on a minimum of 300 minutes per five (5) day week for high school and middle school teachers. This time shall include planning time and teaming time together, where applicable.

Elementary teachers will have a minimum of 300 minutes per five (5) day week. A minimum 30 minute block of time shall be provided each day. The remaining time shall normally be scheduled in at least 30 minute blocks of time. To allow flexibility, the district shall be allowed to schedule this remaining time in less than 30 minute blocks for no more than 10% of the elementary staff in the district.

An occasional deviation from the above may be mutually agreed upon by the teacher and immediate supervisor. This occasional deviation shall be allowed to accommodate field trips, assemblies and professional days. Other deviations may be mutually agreed upon if placed in writing and approved by the superintendent of schools/designee.

Payment for substituting during a planning period shall be made according to the Section on Salary- Licensed Employees.

The term "classroom teacher" shall be defined as licensed personnel whose primary duties are to instruct students in the classroom on a regularly scheduled basis.

The term "school day" shall be defined in this policy.

### **B. Planning Time for Media Specialists and Counselors**

Media specialists and counselors shall be provided time for the purpose of planning, preparation, consultation with administrators, staffings, development of individual education plans, and engaging in such duties that are essential to perform successfully the requirements of the position. The amount of time shall be tentatively determined in conferences by the teacher and the immediate supervisor subject to approval by the superintendent/designee.

All teachers, media specialists and counselors who use the planning period, or any part of the planning period, for any other than the designated purpose shall report such deviation to their immediate supervisor.

## ***SECTION 5- LUNCH PROCEDURES AND SUPERVISION***

### **A. High School**

The existing practice of supplying licensed teachers as monitors to supervise students during the lunch period shall continue in effect. The remainder of the teachers have no regularly assigned duties and are not required to remain in

the lunchroom after accompanying the students to the lunchrooms.

## B. Middle Schools

The district will provide at least one licensed employee at each middle school, whose duties shall be supervisory only. One additional school non-licensed employee shall be employed at Santa Fe whose duties will be to assist in supervising the students in the lunch line and lunchroom and to maintain the tables and eating areas in a clean and orderly fashion. Teachers shall accompany their students to and from the lunchroom area but will not be required to eat in the lunchroom or to assume supervisory duties should they choose to eat in the lunchroom.

## C. Elementary Schools

The district will provide lunchroom aides in the schools housing grades K, 1, 2, 3, 4, and 5. Their duties will be to supervise the children in the lunch line and lunchroom, and to maintain the tables in the eating areas in a clean and orderly condition.

Classroom teachers will accompany their students to and from the lunchroom areas.

During the first three serving days of the school year, classroom teachers can be present in the lunchroom to assure an orderly transition of supervision to the non-licensed personnel. If classroom teachers are present in the lunchroom, they will receive additional payment for these three lunch periods at the hourly supervisory rate.

If a supervising aide is absent or unavailable, the classroom teacher will provide supervision for a period of time not to exceed five consecutive school days and shall be compensated for this duty.

## ***SECTION 6- PAYMENT-EXTRA PERIOD ASSIGNMENT***

Individuals paid from the licensed salary schedule who are regularly given an extra assignment of **45** minutes or more, in addition to a regular full assignment, shall receive additional pay at the rate designated on the supplementary salary schedule.

To move across the supplementary salary schedule experience must be in the same category. Teaching is experience for teaching and supervision is experience for supervision. Teaching and supervision experience are not interchangeable.

Extra period assignments for one semester shall be paid at one-half of the yearly rate designated on the supplementary salary schedule.

Pay for regular extra period assignments which are less than 135 hours per school year, or less than 45 minutes per day, shall be prorated according to the fractional amount the total assignment represents of 135 hours, or the minutes per day it represents of 45 minutes. These rates are established on the basis of 135 or more clock hours per 179 day school year. The 135 hours are derived from 179 periods of 45 minutes each.

Payments for assignments in excess of one regular extra-period assignment shall be made at the same rate as that paid for the regular extra period assignment for that individual.

## ***SECTION 7- ASSIGNMENTS***

All sponsorships for which there is no compensation will be assigned by the principal.

All extra-curricular assignments, extra period assignments, extended duty assignments and any other assignment for which a compensation is received above the amount of the basic contract will be specified on a supplemental contract.

The following terms shall apply to teachers of kindergarten, grade one, grade two, grade three, grade four and grade five:

- A. Any teacher reassigned during the two (2) days immediately preceding the official start of the school year shall be provided with one (1) full day of aide time to assist in the preparation involved in the reassignment.
- B. Teachers reassigned after the commencement of the school year shall be granted one (1) day with no teaching duties and one (1) full day of aide time to assist in the moving preparations.
- C. The district shall supply custodial aid and transportation, when necessary, for the movement of supplies on the day required for movement.
- D. The superintendent/designee may, at his discretion, grant additional time for preparation if the reassignment involves a significant change in grade level or assigned duties.

### ***SECTION 8- HONORARIUMS***

The following guidelines are for payment of honorariums and expenses to teachers when they serve as consultants, lecturers or judges, in other school districts, or in other entities at the request of the teacher or entity:

- A. When an event is scheduled so the teacher does not miss any of the regular school day or if the teacher uses personal leave, the teacher is entitled to all expense money received and the honorarium.
- B. When an event is scheduled during the regular duty day and the teacher does not use personal leave but the event and absence is approved by the superintendent:
  - 1. the teacher is entitled to expenses paid by the contracting entity for meals and mileage. If meals and mileage are not listed separately, expenses for this will be figured at the approved rate per mile plus \$10 per day for meals.
  - 2. the balance of the honorarium will be paid to U.S.D. 373 if the amount is equal to or less than the cost of the substitute.
  - 3. any amount above that detailed in item 2 will be retained by the teacher.
- C. When an event is scheduled during the regular duty day and the teacher does not use personal leave and does not have approval for an event by the superintendent/designee, but does have approval for the absence, the teacher shall keep the honorarium and expenses and one day's salary or a proportionate part of one day's salary that the teacher is absent from duty is deducted.
- D. When an event is scheduled during the regular duty day and the teacher does not use personal leave and does not have approval for the event or the absence; one day's salary, or the proportionate part, is deducted. If the absence is unauthorized it shall be cause for probation, dismissal or non-renewal of contract.
- E. When the teacher is sent at the request of the superintendent/designee, all expenses will be paid by the district and the teacher will keep the honorarium.

## ***SECTION 9- SPECIAL EDUCATION TEACHERS***

Special education teachers with provisional special education certification will receive the amount of \$200 above the salary specified on the regular salary schedule. Teachers who have received full special education certification by September 1 shall receive \$600 above the salary specified on the regular salary schedule. Verification of full certification shall be on file in the central office to qualify for the \$600 payment. A part-time teacher will receive the special compensation in the same ratio as the part-time position is to full-time employment.

The purpose of this additional payment is to serve as remuneration for staffings, meetings, and other services required by the special education cooperative administration which entails duties after the normal school day.

## ***SECTION 10- TRAVELING TEACHERS***

A traveling teacher is defined as a teacher who has an assigned regular teaching assignment of two or more school sites per day.

Mileage will be paid at the rate per mile as adopted by the board of education for use of their own vehicle in traveling to other building assignments, including any required emergency travel. A chart showing the actual mileage between buildings will be published and mileage will be based on this chart.

In addition, inconvenience pay will be paid to all traveling teachers at a rate of 0.6% of the base salary on the licensed salary schedule.

If travel time occurs during a scheduled planning period, an additional payment will be made as follows based on the total distance traveled during the year:

0 - 500 miles	0.6% of salary schedule base
501 - 1000 miles	1.1% of salary schedule base
1001 - 2000 miles	1.6% of salary schedule base
2001 -	2.2% of salary schedule base

All traveling teachers will be assigned to a "home school." The principal of the home school will be the primary supervisor of the traveling teacher. Traveling teachers will participate in committees, faculty meetings and building meetings primarily at their home school. This section is not intended to prohibit participation in building meetings at other sites or committee assignments at other sites when desired by the traveling teacher or deemed necessary by the principal after consultation among the teacher, the home school principal and the other principal.

A minimum of 15 minutes shall be allowed to travel between sites in Newton.

## ***SECTION 11- STUDENT-TEACHER COMPENSATION***

Monies received from the colleges and universities for supervision and training of student teachers shall be placed in the district general fund.

The district shall pay the total amount to the cooperating teacher less required payroll deductions.

If the teacher does not wish to receive the compensation, such teacher shall notify the superintendent/designee, in writing, prior to June 1 of the current year.

## ***SECTION 12- TEACHER FILES***

The personnel file, either at the building principal's office or in the superintendent's office, shall be open to inspection by the teacher during the regular business hours or by appointment.

After inspection of the file, the teacher shall have the right to respond to any material filed, and any response shall be affixed to the material in the teacher's file. A teacher may obtain a copy of the material in the file upon payment of reasonable fees. The materials shall not be removed from the office or immediate environment without written permission of the custodian of the record. A teacher may request that material be removed from the file, unless such material is required by statute to remain in the file. Credentials and related papers from teacher placement bureaus shall not be a part of the personnel file.

## ***SECTION 13- PROCEDURES FOR IMPLEMENTATION OF REDUCTION IN FORCE POLICY GBQA***

When, in the judgment of the board of education, a reduction in teachers is necessary, the board of education shall attempt to accomplish same by attrition.

In the event the necessary reduction cannot be accomplished by attrition, given the necessity to maintain the most competent and qualified teachers available, the board of education shall base its decision on which teachers to retain on the following criteria:

- A. Non-tenured personnel in similar position;
- B. Assessment of performance;
- C. Continuous years of service with the district in the specific teaching assignment;
- D. Applicable state and federal employment laws, rules, and regulations.

Within ten (10) calendar days after receiving notice of termination, the teachers may request to have their names placed on a list to receive notification of openings. Such names shall remain on the list for a period of one year and will be removed during that time only upon a teacher's written request or upon a teacher's failure to accept a position that has been offered. It shall be the teacher's responsibility to keep a current address and telephone number on the list.

Re-employed teachers who have been terminated due to a reduction in force shall retain all benefits earned at the time of the reduction and not withdrawn from U.S.D. 373, and shall be returned to the salary schedule.

## ***SECTION 14- GRIEVANCE PROCEDURE***

### **Purpose**

The following grievance adjustment procedures are established in the interest of improvement of schools and their effectiveness through the improvement of professional staff relationships. The specific purposes are:

1. providing a systematic method for handling disputes over an alleged violation, misinterpretation, or inequitable application of existing laws, agreements, rules, procedures, regulations, administrative orders, or work rules of the board of education or a department thereof; and,

2. providing a channel through which the responsible administrative staff member may understand better the dissatisfactions and problems of teachers.

Nothing herein contained will be construed as limiting the right of any teacher having a complaint or dispute to discuss the matter informally with an appropriate member of the administrative staff.

## B. Definitions

1. Grievance: A formally written and formally presented complaint which is based upon
  - (a) an alleged misinterpretation or misapplication of the terms of a contract, established policies, rules and regulations.
  - (b) an allegation that a responsible supervisory staff member failed to act in good faith in exercising judgment or discretion as provided in the approved personnel policies, or acted arbitrarily, capriciously or without rational basis, or that the supervisor failed to take reasonable and necessary action.
2. Aggrieved Person(s): The person(s) making the allegation.
3. Department: Any school office or administrative unit of the board of education.
4. Immediate Supervisor: The person on a higher level of authority than the aggrieved in the department or building unit wherein the grievance exists and who assigns and supervises the teacher's work and approves the time record or evaluates the work performance.
5. Days: All days when school is in session or when the central office is open and when the immediate supervisor, or superintendent is present for duty.
6. Party in Interest: A person or group of persons including the board of education or any of its representatives who might be required to take action or against whom action might be taken in order to resolve the grievance.
7. Formal Grievance: The complaint becomes a formal grievance at Level I.

## C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process.

Time limits specified may be extended by mutual agreement.

**Step A.** A teacher or a group with a complaint shall first have an informal conference to discuss it with the immediate supervisor with the objective of resolving the matter. Such discussions shall be scheduled within five days of the grievance and/or the knowledge of the occurrence of the event.

**Step B.** If the complaint is not resolved in Step A, the teacher shall inform the immediate supervisor that grievance mediation is desired. The supervisor will make arrangements for a licensed mediator to meet with the parties in an attempt to resolve the matter. The mediator shall attempt to facilitate a non-confrontational resolution of the matter by the parties.

1. The cost of the mediator shall be paid two-thirds by the district and one-third by the Newton

NEA. The Newton NEA total financial exposure shall be limited to \$500 per school year, with any remaining costs being paid by the district.

2. The matter shall be mediated within 14 days of the request for mediation, unless said time is extended by agreement of the parties.

3. Parties to the grievance may have representatives available for consultation during the mediation, but the representatives shall not be allowed to participate in the mediation unless the mediator requests that the representatives participate. Representatives may observe the mediation but must be out of the line of sight of the participants during the mediation. Parties may privately caucus with their representatives at any time during the mediation.

4. Either party may discontinue the mediation after participating in at least one mediation session. Preliminary sessions dealing with logistics and procedures shall not count as a session under this paragraph.

**Step C.** Any complaint which has not been resolved by the mediation process may be presented as a formal grievance utilizing the following procedure:

**Level I:** A formal grievance may be filed within 10 days of the completion of mediation. The issues must be specified in writing and the grievant must request a conference to discuss them. If the grievant wishes to have assistance at the conference, this fact will be made known to the grievant's immediate supervisor at the time of filing the grievance indicating the person(s) who will attend the conference. The immediate supervisor shall schedule the conference within five (5) days of receiving the notice of grievance and a decision shall be rendered in writing within five (5) days following the conference.

If the immediate supervisor does not have the authority to settle the grievance, it will be forwarded to the appropriate level within five (5) days and the grievant notified in writing of such action. The number of days for the grievance to be scheduled at the appropriate level shall be the same as if the grievant had filed an appeal in the regular procedure.

**Level II:** In the event that the aggrieved person is not satisfied with the disposition of the complaint at Level I, such person may as an individual, with or without assistance, appeal the complaint directly to the superintendent. The appeal shall be in writing and shall be filed with the superintendent within ten (10) days after the decision was rendered at Level I. A conference between the aggrieved person and the superintendent shall be scheduled within ten (10) days after filing and a decision rendered within five (5) days following the conference. If the grievant wishes to have assistance at the conference, this fact will be made known to the grievant's immediate supervisor at the time of filing the grievance indicating the person(s) who will attend the conference.

**Level III:** In the event that the aggrieved person is not satisfied with the disposition of the complaint at Level II, such person as an individual, with or without assistance, with or without legal counsel, may appeal the decision directly to the board of education by filing the grievance, in writing, with the office of the clerk of the board of education within five (5) days after a decision by the superintendent of schools. Within thirty (30) days after receiving the written grievance, the board of education shall meet the aggrieved person for the purpose of resolving the grievance. The superintendent shall be present at this hearing. The petitioner may employ legal counsel or have witnesses at this hearing if desired. The grievant shall notify the board of education and the superintendent of this fact at the same time the grievance is filed at Level III. The names of the witnesses shall be provided at the time of filing. A decision shall be rendered within five (5) days

following the board meeting.

**D. Miscellaneous**

1. At levels I, II, and III in the grievance procedure, all related facts, appeals, and decisions shall be in writing. Grievance forms may be obtained from principals, the district personnel office, or building representatives.
2. All grievance hearings and conferences shall be closed to individuals, groups and organizations not directly involved in the hearings.
3. Only the items listed in the grievance at Level I are to be considered at the hearing on any level.
4. Both parties to a grievance shall treat the grievance as privileged information. Until the grievance is resolved, it shall not be discussed with persons who are not involved in the grievance procedure.
5. No reprisals of any kind shall be taken by the board of education or by any member of the administration or by any teacher against anyone by reason of participation in the grievance procedure.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the party (parties) in interest.

***SECTION 15- LEAVES***

**A. Academic Leave**

All licensed teaching school personnel with five (5) years or more experience with Newton U.S.D. 373 shall be entitled to request leave for an academic year or exchange teaching. Formal written requests for such leave must be submitted in writing to the superintendent of schools/designee by March 15th. Such request must include the purpose of the leave, the length (not to exceed one (1) year), and the return date. The superintendent/designee will submit the request to the board of education with his recommendation. Upon approval of the request by the board of education, the following terms and conditions shall apply:

1. The licensed person will be granted a position upon return from the leave.
2. Reinstatement is only guaranteed on the stated return date.
3. The teacher will be placed on the salary schedule commensurate with educational advancement and teaching experience.

**B. The Recognized Association Leave**

The recognized teacher's association shall be granted fifteen (15) days for association activities during which the district will pay regular salaries and the association will reimburse the district for substitute's pay when a substitute is employed. The superintendent/designee shall be given written notice at least forty-eight (48) hours in advance so that there will be time to secure qualified substitutes. No more than seven (7) employees shall be granted this leave on any day and no more than three (3) employees shall be granted this leave from any given level.

This leave will not be granted if the time requested is on parent-teacher conference days, the day preceding or

following a school holiday or vacation, or during the first five days or the last five days of the school year. Officers or members of the association or teaching staff shall not engage in association activities during the normal school day except as noted below.

The chief negotiator, president, secretary, treasurer, president-elect, past-president, social chairperson, political action chairperson, membership chairperson, public relations chairperson, and one designated representative from each school for the Newton-NEA may use a portion of the non-instructional and non-supervisory time during the school day to transact association business, provided that the time so used shall not conflict with the purpose for a planning period as defined in this agreement, and provided that normal school functions are not disrupted.

### C. Chargeable Temporary Leaves

Definition: Leaves for which a deduction is made from the leave days accumulated by the teacher, or for which a salary deduction is made when the teacher has no accumulated leave. The word “leave” in this section shall be construed as Chargeable Temporary Leave.

1. Each teacher begins the first day of employment with the district with a credit of sixteen (16) days of leave. At the beginning of each subsequent contract year, a teacher is credited with eleven (11) days of leave.
2. Unused leave days will accumulate to a maximum of one hundred fifty (150) days.
3. Leave days may be used for the following purposes:

- a. Sick Leave and Disability

Personal illness, injury, or disability up to the maximum number of accumulated leave days with the following exceptions:

If the illness creates a disability lasting for a period of 180 consecutive calendar days, the district shall pay the full salary until the accumulated sick leave has been exhausted or until the teacher qualifies for KPERS benefits.

If the chargeable temporary leave is exhausted prior to the 180th consecutive calendar day, the district shall pay the teacher fifty (50) percent of the teacher’s daily salary for each school day through the 180th calendar day. At that time the school district payments will cease since the teacher will be eligible to apply for KPERS benefits. The district will not pay any one individual for more than 130 school days at the 50% rate during any three (3) consecutive school years. During the contract year, any absences over fifteen (15) consecutive days, or over thirty (30) accumulative school days must be verified by a written statement of disability from a physician. Such verification shall be provided within ten (10) calendar days following the fifteen (15) day period or the thirty (30) day period.

The term “school days” shall be defined as those days for which the employee is receiving payment including work days and professional days.

- b. Bereavement and Family Illness Leave

Employees desiring bereavement or family illness leave shall notify their immediate supervisor and relate the reason for the request. Such leave shall be granted only when the relative was related to the employee as a spouse, grandparent, spouse’s grandparent, parent, spouse’s parent, child, sibling, spouse’s sibling, brother or sister-in-law,

spouse's brother or sister-in-law, grandchild, uncle, aunt, niece or nephew. If a teacher no longer has an immediate family, this will include the next of kin. Leaves may also be granted when the relative was residing with the employee. Other leaves may be granted at the discretion of the superintendent/designee if prior approval is requested. This would include, but not be limited to, attendance at funerals of friends or associates.

c. Parental Leave

Up to thirty (30) days of accumulated leave days may be used:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
2. Because of the placement of a son or daughter with the employee for adoption.
3. Eligibility for parental leave shall begin upon the birth of the child or the placement date of an adopted child and shall end 75 calendar days thereafter.
4. Parental leave shall not be taken intermittently, except that the Superintendent may authorize a split in the leave of up to 5 days to accommodate teachers being in classrooms at the beginning of school.
5. If chargeable temporary leave is exhausted prior to the usage of the 30 days of parental leave, the district shall pay the teacher fifty (50) percent of the teacher's daily salary for each school day through the 30th day.

d. Major Religious Holiday Leave

Up to two (2) days of accumulated leave may be used for major religious holidays. This leave shall be requested from the Superintendent in writing between July 1 and September 1 of each year. The leave will be granted on a first come first served basis provided that substitute teachers can be arranged.

e. Local Elected Governmental Official Leave

Up to two (2) days of accumulated leave may be used by employees who have been elected to local governmental positions for those purposes. Local governmental positions shall include all elected local governmental positions such as precinct committee persons, city commissioners and councilmen, mayors, county commissioners, township board members, board of education members and watershed district members.

4. Chargeable temporary leave will be accounted for by the hour.

**D. Personal Leave**

1. At the beginning of each contract year every teacher will be credited with two (2) days of personal leave. Personal leave shall be subject to the following provisions:
  - a. Personal leave will be given regardless of the reason, but a written request for personal leave must be filed in the office of the superintendent/designee at least three school days in advance. The three day notice requirement shall be waived if a substitute teacher is available and can be arranged.
  - b. Personal leave will not be granted (a) during the first or last five (5) days of the

school year, except for attendance at commencement exercise for members of the teacher's immediate family (b) on parent-teacher conference days (c) the day preceding parent-teacher conference days nor (d) on the day preceding or following school holidays. School holidays shall be defined as Christmas vacation, Thanksgiving vacation, Easter vacation, Labor Day, Memorial Day or spring break. Personal leave will only be granted on professional days for good reason and upon the prior approval of the building principal. In exceptional circumstances, for good cause shown, the superintendent may waive the restrictions imposed by this paragraph.

- c. Unused personal leave will accumulate to a maximum of three (3) days. No more than three days may be used in any year. Any accumulation of personal leave in excess of three (3) days shall be added to chargeable temporary leave.
- d. Personal leave will be accounted for by the hour.

#### E. Emergency Leave

Each contract year every teacher will be allowed one (1) day of paid emergency leave. Emergency leave will not accumulate from year to year if not used. Emergency leave shall be subject to the following provisions:

The superintendent/designee may grant emergency leave when a teacher is unable to be at work due to circumstances beyond the teacher's control. Emergency leave shall include, but shall not be limited to, such circumstances as adverse weather or other acts of God, car accidents, and emergencies in the home. The superintendent/designee shall determine if the circumstances causing the absence would be covered by this leave.

In the event the emergency leave is granted, in excess of one day, a deduction in pay equal to 1/193rd of the teacher's basic contract shall be made or personal leave may be used in place of the salary deduction. When personal leave is used for this purpose, the calendar day restrictions will not apply.

The absence for which emergency leave is granted shall not be considered when a teacher is evaluated. The record of this absence shall not be kept in the teacher's personnel file nor will any reference to it be made when updating credentials or answering reference requests.

#### F. State Elected Office Leave

A teacher who is elected to the Kansas House of Representatives or the Kansas Senate may apply for state elected office leave. The grant or denial of such leave and the terms under which such leave shall be granted shall be within the discretion of the board of education.

#### G. Assault Leave

A teacher who is physically injured as a result of an assault or battery, in connection with the teacher's employment with the district, may apply to the superintendent or the superintendent's designee for up to six (6) days of leave with pay. This leave shall be granted where such injury occurs in the scope of the teacher's employment at school, on school grounds or while the teacher is engaged in duties at a regularly scheduled school event.

#### H. Long Term Leave Pool

- 1. The Long Term Leave Pool is defined as a depository of accumulated chargeable temporary leave which is contributed to by licensed personnel for their use during serious personal illness or injury, or for serious illness, injury or death of a family member. Family member shall include a spouse, grandparent, spouse's grandparent, parent, spouse's parent, child, sibling, spouse's sibling, brother or sister-in-law, spouse's

brother or sister-in-law, grandchild, uncle, aunt, niece or nephew. If a teacher no longer has an immediate family, this will include the next of kin. Leaves may also be granted when the relative was residing with the employee.

2. The Long Term Leave Pool is a voluntary program for licensed personnel. In order to join, an employee must donate one (1) day of chargeable temporary leave to the pool by the annual medical insurance enrollment deadline. The contributed day will be subtracted from the employee's accumulated leave.
3. At the beginning of each contract year only new participants will be allowed to donate one (1) day to the pool. Should the pool reserve become less than one hundred (100) days, all participants desiring to continue in the pool shall donate one (1) additional day. Under no circumstances will the pool accumulate more than five hundred (500) days except to accommodate new participants.
4. The accumulated days in the pool at the end of the school year shall remain. Additional days contributed by newly employed licensed personnel shall be credited to the pool each year.
5. Licensed personnel must first exhaust accumulated chargeable temporary leave days before the pool will be available to them.
6. The pool shall be administered by the Long Term Leave Pool Review Board. The Review Board shall review all applications for benefits from the leave pool. The membership of the Review Board shall consist of the Newton NEA president and three licensed employees selected annually by the Newton NEA executive committee to represent the elementary level, the middle school level and the high school level. Membership terms will correspond to the negotiated contract year.
7. Application Procedures:
  - a. Any licensed employee who has exhausted all other leave days may make written application for benefits to the Review Board, along with a written statement from a physician summarizing the necessity for leave. All submissions to the Review Board shall remain confidential and shall be made within 30 days of an absence eligible for this leave but not later than the last contract day for teachers. No requests will be accepted or processed by the school district after June 15 of the fiscal year.
  - b. Leave days from the pool will be granted only in the event of serious personal illness or injury or serious illness, injury or death of a family member requiring an extended absence from work that is not covered by a participant's accumulated leave. It is not the intent of the pool to simply be an extension of leave days for ordinary illness.
  - c. The disposition of the request for benefits shall rest with the Review Board. A written response shall be furnished to the applicant and the district personnel office within three (3) days of the Review Board's decision.
  - d. Licensed personnel utilizing the pool shall have their cases reviewed periodically by the Review Board and shall provide, upon request of the Review Board, additional information which documents continued use of the pool.
  - e. Pool participants may initially apply to withdraw a maximum of ten (10) days. Under extreme circumstances the same individual may apply for an additional ten (10) days. A request to extend benefits beyond these twenty (20) days will require further examination and unanimous consent by the Review Board. The Review Board may not grant more than forty (40) days to any one individual during a school year. Any days not used will be returned to the pool.
8. Any participant who is granted days from the pool will be required to donate one (1) day to rejoin the pool during the next school year.
9. Termination of employment in the district will terminate participation in the pool. A teacher who ends employment with the district with unused chargeable temporary leave may donate his or her unused days to the long term leave pool. Upon termination of employment, any exit survey used by the district will contain

a reminder that a portion of unused leave days may be donated to the pool. Upon request, on or about May 15 of each year, Newton NEA will be provided with a list of all teachers known to be leaving the district, so that they may be contacted concerning possible donation of unused days to the pool.

#### I. Summer school leave

Each teacher who teaches summer school shall be allowed the equivalent of one duty (1) day of paid leave during the summer. This leave shall not be counted in hours and shall be taken all on the same day. This leave may be used at any time for personal or family sickness. This leave may be used as personal leave only if a substitute can be obtained.

#### J. Parental Leave Pool

1. The Parental Leave Pool is an annual pool of 100 days of chargeable temporary leave which may be used for parental leave.
2. Licensed personnel must first exhaust accumulated chargeable temporary leave days before the pool will be available to them.
3. The pool shall be administered by the Parental Leave Pool Review Board. The Review Board shall review all applications for benefits from the leave pool. The membership of the Review Board shall consist of the Newton NEA president, one licensed employee selected annually by the Newton NEA executive committee and one representative appointed by the Assistant Superintendent of Business. Membership terms will correspond to the negotiated contract year.
4. Application Procedures:
  - a. Any licensed employee who has exhausted all other leave days may make written application for benefits to the Review Board. All submissions to the Review Board shall remain confidential and shall be made not later than the last contract day for teachers. No requests will be accepted or processed by the school district after June 15 of the fiscal year.
  - b. The disposition of the request for benefits shall rest with the Review Board. A written response shall be furnished to the applicant and the district personnel office within three (3) days of the Review Board's decision.
  - c. Pool participants may initially apply to withdraw a maximum of ten (10) days. Under extreme circumstances the same individual may apply for an additional ten (10) days. The Review Board may not grant more than twenty (20) days to any one individual during a school year. Any days not used will be returned to the pool.
  - d. The pool is limited to granting 100 total days per school year. Upon the use of 100 days in any school year, no further days will be granted or used.

### ***SECTION 16- SALARY - LICENSED EMPLOYEES***

#### **AA. Salary Freeze.**

**Salary Schedule. Other contrary provisions in this agreement notwithstanding, for the 2009-10 contract year, both horizontal and vertical movement on the salary schedule shall be suspended. All returning teachers will be placed on the salary schedule at the same step and column they were placed for the 2008-09 year.**

**Longevity Pay. Other contrary provisions in this agreement notwithstanding, for the 2009-10 contract year, movement on the longevity pay schedule shall be suspended. All returning teachers will be placed on the longevity pay schedule at the same years of service they were placed for the 2008-09 year.**

**Supplemental Salary Schedule. Other contrary provisions in this agreement notwithstanding, for the 2009-10**

**contract year, movement for years of experience on the Supplemental Salary Schedule shall be suspended. All returning teachers with supplemental contracts will be placed on the Supplemental Salary Schedule at the same step they were placed for the 2008-09 year.**

**Salary Schedule- Vocational Teachers. Other contrary provisions in this agreement notwithstanding, for the 2009-10 contract year, both horizontal and vertical movement on the Salary Schedule for Vocational Teachers shall be suspended. All returning vocational teachers will be placed on the salary schedule at the same step and column they were placed for the 2008-09 year.**

- A. Salary payment shall be made according to the attached base salary schedule. School nurses are to be paid from the licensed salary schedule.
- B. The district will pay the following sums toward the health insurance premium for each KPERS eligible teacher that participates in the district's group health insurance plan.

Single health plan- \$195.00 per month

Employee/spouse plan or Employee/child plan- \$270.00 per month

Family plan- \$320.00 per month

KPERS retirees employed by the district at least one-half time shall be considered KPERS eligible under this paragraph. All eligible teachers who participate shall receive this full benefit. The teacher shall be responsible for any additional premium cost not covered by this benefit.

All eligible employees must purchase a minimum of the lowest plan available through the district's group health insurance unless they are covered by another employer group plan through a spouse or other family member.

Any eligible employee may participate in the district's IRC Section 125 (salary reduction plan). Offerings will include, but need not be limited to, at least one health insurance plan. All employee deductions for a health/accident plan, or any other options offered within the plan, will be considered employer contributions for tax purposes (including social security) except amounts which exceed the plan's limits.

- C. The schedule applies to a basic contract year of one hundred ninety-three (193) days including professional and work days. For any absence not covered by leave policy, 1/193rd of the basic contract shall be deducted. In addition, if an extra period assignment is missed on the day absent, the daily rate for that assignment will also be deducted.
- D. Payment of supplementary assignments shall be made according to the attached schedule.
- E. An employee shall be limited to moving one step vertically unless prior approval is granted by the superintendent/designee. The superintendent/designee shall approve vertical movement in excess of one step only in those instances when the employee has qualified for a column movement.

The term "step" shall be defined as the point of placement on the salary schedule under which that employee was employed by U.S.D. 373 the previous year. It shall not be synonymous with years of experience.

Payment for substituting during planning periods shall be computed at 1/179th of the yearly rate for extra period assignments.

- F. Contracts in excess of nine (9) months shall be computed at 1/193 of the regular contract times the number of additional days employed if the duties are comparable to the regular contract. This determination shall be made by the superintendent/designee. If the duties are not equal to the duties of the basic contract, the superintendent/designee will establish the rate of payment.

- G. Middle school counselors will be contracted and paid ten (10) days above the base contract.
- H. Contracts for less than 193 days shall be computed at 1/193rd of the contract that person would receive for full-time payment times the number of days employed.
- I. Part-time employees will receive compensation equivalent to full-time employment times the fractional part of the school day the employee is employed while school is in session.
- J. Except for the health insurance benefit, compensation for supplemental assignments shall be in the same ratio to full-time compensation as the supplemental assignment is to the full-time assignment. If any special compensation is given to a full-time employee, then a part-time employee will receive the special compensation in the same ratio as the part-time position is to full-time employment.
- K. Summer school employees will receive an hourly rate equal to the base of the salary schedule times .111 divided by 179.
- L. Employees under regular contract who work less than a full day shall be paid full-time rate for work and professional days and shall be expected to attend these days.
- M. The additional hours of college credit as indicated on the salary schedule shall be defined as follows: Hours earned must be earned after date of first bachelor's degree from an accredited institution. Date of first bachelor's degree shall be the date shown on the official transcript. All hours must be from an accredited institution. Twenty (20) Professional Development Council (PDC) points shall equate to one hour and may be counted in combination with college hours toward movement on the schedule. All teachers employed by the district at the end of the 2007-08 school year shall be deemed to be correctly placed in the appropriate educational column for the 2007-08 and subsequent school years.
- N. If it is determined that an employee has been placed on the incorrect step of the salary schedule, or has received an incorrect amount of remuneration, an adjustment will be made to correct the error if such error is identified on or before the 15th day of June which immediately follows the end of the school term. Corrections will not be retroactive to previous fiscal years.
- O. The district will purchase \$10,000 worth of term life insurance including employee accidental death and dismemberment coverage, for all employees eligible to participate in the district's IRC Section 125 (salary reduction plan).
- Q. Additional for Head Nurse - 3% of Step 1 Figure in base BS Column. Nurses will receive inconvenience pay for miles driven between buildings on their regular assignments.
- R. Each teacher who achieves National Board Certification through the National Board for Professional Teaching Standards shall receive the additional sum of \$2000.00 per year for so long as certification is maintained.
- S. Longevity Pay. Each teacher shall receive longevity pay according to the following schedule. All years of service must have been completed in U.S.D. 373 in a licensed position.

<u>Years of completed licensed service in U.S.D. 373</u>	<u>Annual Longevity Pay</u>
5 - 9 years	\$200
10 - 14 years	\$300
15 - 19 years	\$500
20 - 24 years	\$950
25 - 29 years	\$2000
30 + years	\$2500

- T. High School SAT team compensation. Those persons who are required to attend all Student Assistance Team (SAT) meetings outside the normal school day at the high school and who are not otherwise compensated for attending such meetings shall be paid the annual sum of \$300. This stipend shall be prorated for those persons, such as coaches, who cannot attend the meetings for an entire year. Special education teachers receiving the Special Education Stipend or a portion thereof, shall not receive this stipend.
- U. Elementary SST team compensation. Those persons who are required to attend all Student Support Team (SST) meetings outside the normal school day at the elementary level and who are not otherwise compensated for attending such meetings shall be paid the annual sum of \$300. This stipend shall be prorated for those persons, such as coaches, who cannot attend the meetings for an entire year. Special education teachers receiving the Special Education Stipend or a portion thereof, shall not receive this stipend.
- V. High School Class Sponsor compensation. Those persons who are designated as Class Sponsors at the high school shall be paid the annual sum of \$100.

NEWTON UNIFIED SCHOOL DISTRICT 373  
 CERTIFIED TEACHER  
 SALARY SCHEDULE  
 2009-2010

BASE =	33,747								
STEP	BS	BS+10	BS+20	BS+40	MS	MS+10	MS+20	MS+30	Doctorate
1	33,747	34,461	35,033	36,461	36,461	37,175	38,747	39,604	40,460
2	34,175	34,890	35,461	37,175	37,175	37,890	39,747	40,604	41,460
3	34,604	35,318	35,890	37,890	37,890	38,604	40,746	41,604	42,460
4	35,033	35,747	36,318	38,604	38,604	39,318	41,746	42,603	43,460
5	35,461	36,175	36,747	39,318	39,318	40,032	42,746	43,603	44,460
6	35,890	36,604	37,175	40,032	40,032	40,746	43,746	44,603	45,460
7	36,318	37,032	37,604	40,746	40,746	41,461	44,746	45,603	46,460
8		37,461	38,032	41,461	41,461	42,175	45,746	46,603	47,459
9			38,461	42,175	42,175	42,889	46,746	47,603	48,459
10				42,889	42,889	43,603	47,746	48,603	49,459
11				43,603	43,603	44,318	48,746	49,603	50,459
12						45,032	49,746	50,603	51,459
13							50,746	51,603	52,459
14								52,603	53,459
15								53,317	54,173
16								53,603	54,459
17								53,888	54,744
18								54,174	55,030
19								54,460	55,316
20								54,745	55,602
21								55,031	55,887
22								55,317	56,173
23								55,602	56,459
24								55,888	56,744
25								56,174	57,030
26								56,460	57,316
27								56,745	57,601
	Summer School Hourly Rate =			\$20.93					
	Extra Period Pay(1st Step) =			\$4,478					
	Supervision Pay(1st Step) =			\$2,987					

## 2009-2010 SUPPLEMENTAL SALARY SCHEDULE

BASE \$33,747

### *PAY SCHEDULE*

### *EXPERIENCE IN POSITION*

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
<b>LEVEL IAA: 13.27%</b> EXTRA PERIOD TEACHING ASSIGNMENT	\$4,478	\$4,568	\$4,659	\$4,752	\$4,847	\$4,944	\$5,043	\$5,144	\$5,247	\$5,352
<b>LEVEL IA: 12.83%</b> HD FOOTBALL BOYS HD BASKETBALL BOYS - HS HD BASKETBALL GIRLS - HS HD WRESTLING - HS	\$4,330	\$4,416	\$4,505	\$4,595	\$4,687	\$4,780	\$4,876	\$4,974	\$5,073	\$5,174
<b>LEVEL I: 11.94%</b> COORDINATOR GYMNASTICS - GIRLS - HS	\$4,029	\$4,110	\$4,192	\$4,276	\$4,362	\$4,449	\$4,538	\$4,629	\$4,721	\$4,815
<b>LEVEL II: 10.17%</b> SWIMMING - HS DEBATE - HS DRAMATICS - HS HD COLLEGE BOWL - HS HD SOFTBALL - HS HD BASEBALL - HS HD VOLLEYBALL - GIRLS - HS HEAD ROBOTICS-HS HD SOCCER - BOYS - HS HD SOCCER - GIRLS - HS HEAD VEX ROBOTICS HD CONCESSIONS - HS WINTER SEASON	\$3,432	\$3,501	\$3,571	\$3,642	\$3,715	\$3,789	\$3,865	\$3,942	\$4,021	\$4,102
<b>LEVEL III: 9.29%</b> HD GOLF - BOYS - HS HD GOLF - GIRLS - HS HD CROSS COUNTRY - HS HD TENNIS - BOYS - HS HD TENNIS - GIRLS - HS	\$3,135	\$3,198	\$3,262	\$3,327	\$3,394	\$3,461	\$3,531	\$3,601	\$3,673	\$3,747

HD TRACK - BOYS - HS										
HD TRACK - GIRLS - HS										
CHIEF ASST. FOOTBALL - HS										
BAND DIRECTOR - HS										
VOCAL DIRECTOR - HS										
TRAINER - HS										
SPECIAL OLYMPICS COORDINATOR										
<b>LEVEL IVA: 8.85%</b>	\$2,987	\$3,046	\$3,107	\$3,169	\$3,233	\$3,297	\$3,363	\$3,431	\$3,499	\$3,569
EXTRA PERIOD SUPERVISION ASSIGNMENT										
PROM COORDINATOR										
<b>LEVEL IV: 7.52%</b>	\$2,538	\$2,589	\$2,640	\$2,693	\$2,747	\$2,802	\$2,858	\$2,915	\$2,973	\$3,033
ASST FOOTBALL - HS										
ASST BASKETBALL - BOYS - HS										
ASST BASKETBALL - GIRLS - HS										
ASST GYMNASTICS - GIRLS - HS										
ASST WRESTLING - HS										
COORD - WEIGHT TRAINING - HS										
ASST COLLEGE BOWL - HS										
ORCHESTRA DIRECTOR - HS										
ASST SWIMMING - HS										
FORENSICS										
HEAD FOOTBALL - MS										
HEAD BASKETBALL - BOYS - MS										
HEAD BASKETBALL - GIRLS - MS										
HEAD WRESTLING - MS										
ASST ROBOTICS- HS										
ASST VEX ROBOTICS										
HD CHEERLEADERS - HS- WINTER SEASON										
HD RAILINERS - HS WINTER SEASON										
HD CONCESSIONS - HS FALL SEASON										
<b>LEVEL VA: 5.75%</b>	\$1,940	\$1,979	\$2,019	\$2,059	\$2,100	\$2,142	\$2,185	\$2,229	\$2,274	\$2,319
HEAD ASST FOOTBALL - MS										
HEAD ASST BASKETBALL - BOYS - MS										
HEAD ASST BASKETBALL - GIRLS - MS										
ASST SOCCER - HS										

HEAD BOWLING										
ASST CHEERLEADER - HS WINTER SEASON										
ASST RAILINER - HS WINTER SEASON										
<b>LEVEL V: 4.86%</b>	\$1,640	\$1,673	\$1,706	\$1,740	\$1,775	\$1,811	\$1,847	\$1,884	\$1,922	\$1,960
ASST SOFTBALL - HS										
ASST BASEBALL - HS										
ASST TRACK - BOYS - HS										
ASST TRACK - GIRLS - HS										
ASST TENNIS - BOYS - HS										
ASST TENNIS - GIRLS - HS										
ASST VOLLEYBALL - HS										
PEP CLUB - HS										
STUDENT COUNCIL - HS										
ASST GOLF - HS										
RAILER CONDUCTORS - HS										
ASST DRAMATICS - HS										
ASST CROSS COUNTRY - HS										
HD AZTECA - HS										
ASST DEBATE - HS										
ASST FOOTBALL - MS										
ASST BASKETBALL - BOYS - MS										
ASST BASKETBALL - GIRLS - MS										
ASST WRESTLING - MS										
HEAD VOLLEYBALL - MS										
HEAD TRACK - MS										
ASST BOWLING										
HEAD MS TENNIS										
HEAD MS CROSS COUNTRY										
HD CONCESSIONS - HS SPRING & SUMMER SEASON										
<b>LEVEL VI: 3.98%</b>	\$1,343	\$1,370	\$1,397	\$1,425	\$1,454	\$1,483	\$1,513	\$1,543	\$1,574	\$1,605
ASST PEP CLUB - HS										
OEA SPONSOR										
DECA SPONSOR										
HERO SPONSOR										
FFA SPONSOR										
FHA SPONSOR										
VICA SPONSOR										

ASST AZTECA - HS										
ASST VOLLEYBALL - MS										
ASST TRACK - MS										
ASST FORENSICS- HS										
MS SCHOLARS BOWL										
ASST MS TENNIS										
ASST MS CROSS COUNTRY										
<b>LEVEL VII: 3.54%</b>	\$1,195	\$1,219	\$1,243	\$1,268	\$1,293	\$1,319	\$1,345	\$1,372	\$1,400	\$1,428
VOCAL DIRECTOR - MS										
STUDENT ACTIVITY COUNCIL - MS										
SPEC ED ACTIVITY										
OLYMPIAD COACHES - MS										
HISTORY DAY COACHES - MS										
MATHCOUNTS COACHES - MS										
SENIOR EXIT PORTFOLIO COORDINATOR- HS										
HD CHEERLEADERS - HS- FALL SEASON										
HD CHEERLEADERS - HS- SPRING & SUMMER SEASON										
HD RAILINERS - HS FALL SEASON										
HD RAILINERS - HS SPRING & SUMMER SEASON										
<b>LEVEL VIII: 3.1%</b>	\$1,046	\$1,067	\$1,088	\$1,110	\$1,132	\$1,155	\$1,178	\$1,202	\$1,226	\$1,250
ASST WEIGHT TRAINER										
INSTRUMENTAL MUSIC (Music Coordinator Not Eligible)										
CONNECTIONS - HS										
LITERARY MAGAZINE - MS										
YEARBOOK - MS										
ASST AZTECA										
CIRCLE OF FRIENDS SPONSOR										
ASST CHEERLEADER - HS FALL SEASON										
ASST CHEERLEADERS - HS- SPRING & SUMMER SEASON										
ASST RAILINER - HS FALL SEASON										
ASST RAILINER - HS SPRING & SUMMER SEASON										

ATHLETIC TRAINER MUST BE LICENSED WITH THE KANSAS BOARD OF HEALING ARTS. IF THE TRAINER IS ALSO A COACH OR ASSISTANT COACH DURING THE SPECIFIED SEASON, HE/SHE SHALL RECEIVE THE AMOUNT DESIGNATED BY THE SCHEDULE FOR COACHING AND AN ADDITIONAL 1.33 % FOR TRAINER DUTIES.

## ***DEPARTMENT CHAIRPERSONS - HS***

The formula shall have three components:

- (A) a basic minimum amount to be paid to each designated chairperson,
- (B) an amount based on the number of teachers in the department, and
- (C) an amount based on the size of the operating budget of the department.

	Percent of Base *
I. Basic minimum - all departments	2.20%
II. Department Membership	
0- 3	0.44%
4- 6	0.88%
7- 8	1.33%
9-10	1.77%
11 and over	2.65%
III. Budget Responsibility (\$)	
0- 499	0.44%
500- 999	0.88%
1000-1749	1.33%
1750-2499	1.77%
2500-3499	2.21%
3500-4499	2.65%
over 4500	3.10%

\* Base shall mean the amount paid on the licensed teachers' base salary schedule, step I of the BS column.

This is a payment schedule to be used if an employee is assigned one of these duties. The appearance of a specific duty on this list does not obligate the district to fill the position. The sponsorship may be assigned by the superintendent on a shared basis and the remuneration prorated accordingly. No one will be assigned to any of the positions listed without permission of the superintendent.

***SALARY SCHEDULE- VOCATIONAL TEACHERS  
2009-2010***

Vocational teachers with a four-year degree and with a standard teaching license shall be granted credit on the salary schedule on the same basis as other degree teachers.

The following schedule is for non-degree vocational technical teachers.

<b>NON-DEGREE VOCATIONAL TEACHERS SALARY SCHEDULE 2009-2010</b>				
BASE =	\$33,747			
STEP	CERT.	CERT+10	CERT+20	CERT+40
1	\$32,889	\$33,604	\$34,175	\$35,032
2	\$33,318	\$34,033	\$34,604	\$35,746
3	\$33,747	\$34,461	\$35,032	\$36,460
4	\$34,175	\$34,888	\$35,460	\$37,175
5	\$34,604	\$35,317	\$35,889	\$37,888
6	\$35,032	\$35,746	\$36,318	\$38,603
7	\$35,460	\$36,175	\$36,746	\$39,318
8	\$35,889	\$36,604	\$37,175	\$40,032
9	\$36,318	\$37,033	\$37,603	\$40,746
10		\$37,460	\$38,032	\$41,460
11			\$38,460	\$42,175
12				\$42,888
13				\$43,603

The columns are identical to the BS column on the licensed teachers salary schedule with the following exceptions:

- A. The first step on the BS column is equivalent to the third step on the non-degree vocational technical teacher's column.
- B. The intervals between the first, second and third steps would be the average of all intervals on the BS column of the teachers salary schedule.
- C. One year of credit on the salary schedule will be given for each two years of work experience directly related to the teaching position. The maximum credit granted for work experience will be six years. This would require twelve years of work experience.

***SECTION 17- DISTRICT QUALIFIED PENSION PLAN***

The District will offer an early retirement incentive to employees who qualify. Employees of the school district who work under a "Teacher's Basic Contract," may elect to take early retirement under the terms and conditions set forth in the District Qualified Pension Plan. Early retirement is entirely voluntary and at the discretion of an eligible employee.

Eligibility requirements for participation are contained in the terms and conditions of the District Qualified Pension Plan.

An employee may apply for early retirement by giving written notice to the superintendent/designee. Such written notice shall be submitted in accordance with the terms and conditions of the District Qualified Pension Plan. The written notice shall include the following information:

1. a statement of the applicant's desire to take early retirement;
2. the anticipated date of retirement;
3. the applicant's birth date and age on the date of retirement;
4. the current mailing address and telephone number of the applicant;
5. the number of years the applicant has been employed in a licensed capacity by the school district;
6. applicant's current annual base salary;
7. whether the applicant desires health insurance coverage through the school district's health insurance program by deduction of annual premiums from the early retirement benefit;
8. any additional information required to determine eligibility and level of benefits, to include an estimate provided by Social Security of the applicant's projected Normal Social Security Retirement benefit.

The early retirement benefit will be that level of benefit set out in the terms and conditions of the District Qualified Pension Plan.

The District Qualified Pension Plan may be amended by the district upon the unanimous approval of the District Qualified Pension Plan Committee. This Committee shall consist of four members: the President of the Newton NEA, one additional member appointed by the President of the Newton NEA, the Assistant Superintendent for Business Services and the Board Attorney. In the event that unanimous approval by this committee cannot be obtained, changes in the plan may be noticed for negotiations and decided pursuant to the process contained in the Professional Negotiations Act, K.S.A. 72-5413 et seq.

The district intends the plan to be permanent, but the Board retains the right to discontinue or freeze the District Qualified Pension Plan on a year to year basis. Should the Board choose to discontinue or freeze the plan, notification shall be given to the staff in the period between July 1 and August 15, one (1) year prior to discontinuing or freezing the plan.

An employee taking early retirement shall have the option to maintain health insurance coverage through the school district's health insurance program by agreeing to a deduction of health insurance premiums from early retirement benefits with all costs to be borne by the employee.

*In the event that the IRS fails to approve the qualified status of the plan, the district shall have the right to immediately terminate the plan. In the event that the district terminates the plan under this subparagraph, the former Voluntary Early Retirement Plans, contained in Sections 17a, 17b and 17c of the 2006-07 Negotiated Agreement shall automatically become effective and be re-inserted into the Negotiated Agreement.*

## ***SECTION 18- PERSONNEL EVALUATION PROCESS***

The personnel evaluation process was reviewed by a committee of teachers and administrators during the 2004-05 school year. The committee recommended a new evaluation process. The Interest Based Bargaining team then reviewed the evaluation process and decided to make the recommended new process a "Pilot Process" and give teachers the choice of which process to use.

### **The Personnel Evaluation Process**

Non-tenured personnel are teachers who are in their first three years of teaching or experienced teachers who are new to U.S.D. #373. Teachers with no experience attain tenure after serving three years in the district and upon their fourth year of employment move to the evaluation process for tenured personnel. Teachers with previous tenure but new to U.S.D. #373 attain tenure in U.S.D. #373 after serving two years in the district and upon their third year of

employment move to the evaluation process for tenured personnel. Forms are included in the booklet for the tenured teacher or the non-tenured teacher. Conference forms for the tenured teacher (i.e. pre-observation and post observation) may be substituted for the teachers who are new to the district but with four plus years of teaching experience elsewhere.

The forms will not be attached to the negotiated agreement but are incorporated herein by reference. The following booklets contain the details and forms for the evaluation process and comprise the evaluation process to be used in the district.

NT01 Teacher Evaluation System -Ratified September 1997  
NT02 Nurse Evaluation System -Ratified September 1997  
NT03 Psychologist Evaluation System -Ratified September 1997  
NT04 Social Worker Evaluation System -Ratified September 1997  
NT05 Speech Pathologist Evaluation System -Ratified September 1997  
NT07 Counselor Evaluation System -Ratified September 1997  
NT08 Media Specialist Evaluation System -Ratified September 1997  
NT09 Occupational/ Physical Therapist Evaluation System -Ratified September 1997  
NT10 Special Education Social Worker Evaluation System -Ratified September 1997  
NT11 Transition Coordinator Evaluation System -Ratified September 1997  
NT12 Audiologist Evaluation System -Ratified September 1997

T01 Tenured Teacher Evaluation Systems 2005-2006  
T02 Tenured Nurse Evaluation Systems 2005-2006  
T03 Tenured Psychologist Evaluation Systems 2005-2006  
T04 Tenured Social Worker Evaluation Systems 2005-2006  
T05 Tenured Speech Pathologist Evaluation Systems 2005-2006  
T06 Tenured Technology Coordinator Evaluation Systems 2005-2006  
T07 Tenured Counselor Evaluation Systems 2005-2006  
T08 Tenured Media Specialist Evaluation Systems 2005-2006  
T09 Tenured Occupational/ Physical Therapist Evaluation Systems 2005-2006  
T10 Tenured Special Education Social Worker Evaluation Systems 2005-2006  
T11 Tenured Transition Coordinator Evaluation Systems 2005-2006  
T12 Tenured Audiologist Evaluation Systems 2005-2006

Complete copies can be accessed on the district website and can always be requested from the Newton National Education Association executive board members or from the district personnel office.

#### **OPTION FOR EVALUATION OF TEACHERS ASSIGNED TO OTHER DISTRICTS**

(e.g., U.S.D. 440, U.S.D. 460)

Teachers assigned to work in another school district will be evaluated by their building administrator using the evaluation instrument of that district. Should a teacher be dissatisfied with the evaluation, the teacher may request that the Director of Special Education do an independent evaluation using the instrument approved by U.S.D. 373. In the case of a second evaluation, both evaluations will be filed with central office. After the director completes the entire summative process, the teacher, director, and building administrator will have a conference to discuss areas which were of concern initially and resolve those issues prior to subsequent evaluations by the building administrator. During subsequent evaluations, the teacher may again request an independent evaluation by the Director of Special Education after the building administrator has completed the evaluation process.

### ***SECTION 19- PROBATION***

Whenever any teacher has violated board policy or is involved in a breach of discipline in the opinion of that teacher's principal or immediate supervisor, or superintendent, said principal or supervisor or superintendent shall

fully describe, and submit to the employee, in writing, said alleged violation of board policy or breach of discipline.

A breach of discipline is defined as a serious violation of policies and rules, written and circulated administrative regulations, or commonly accepted standards of ethical behavior, or knowingly and willingly failing to follow standard procedures. This would include, but not be limited to:

- A. insubordination (defined as refusal to follow reasonable request of a supervisor);
- B. use of school time for personal gain or to conduct activities not directly related to the contracted duties;
- C. failure to follow an intensive assistance plan in good faith;
- D. possession or consumption of alcohol or a controlled substance on school property or at school activities;
- E. failure to report serious violations of district policy to supervisor;
- F. misuse or negligent treatment of district property;
- G. physical or mental abuse of student as defined by Kansas Statutes.

Copies of said document(s) shall be submitted to the teacher involved. Documents prepared by the principal or immediate supervisor shall be submitted to the superintendent or his designated representative. The superintendent shall keep such document(s) in a special file at least five (5) days or pending the outcome of a grievance procedure. If, after a lapse of five (5) days or the completion of the grievance procedure, the allegation stands, said document(s) shall be placed in the teacher's personnel file.

If the superintendent determines, after completion of the above procedure, that the alleged violation justifies placing the teacher on probation, the superintendent shall draft a letter to the teacher specifying the conditions and length of the probationary period. Such letter shall contain an explanation of the teacher's rights and options.

The teacher may, upon receipt of a copy of the notice of probation, file a grievance procedure with the school district.

If during any school year a teacher is placed on probation, this fact shall be brought to the attention of the board of education by the superintendent/designee.

The board, at its discretion, may require the teacher to appear before the board to explain his or her position in regard to the matters contained in said reports.

The board, in determining whether any teacher's contract of employment shall be renewed, shall consider the reports in the teacher's file and the results of any hearings held pursuant to this regulation.

## ***SECTION 20- RESIGNATIONS***

It is agreed that when a teacher resigns after the applicable statutory date for resignations (currently May 15) the damages to the school district are not easily ascertainable. The elements of damage may include, but are not limited to, the loss of recruiting time to find the best possible replacement, adjustments and changes in class scheduling, reassignments of teaching duties and class loads, reassignment of supplemental duties, interview teams scheduled during vacation times, a large number of possible replacements may already be under contract with other school districts, possible increased advertising and recruiting costs, if class assignments and supplemental assignments are changed, it may not allow sufficient time for teachers to prepare for next year's teaching loads. The monetary value of the above and other damages is difficult if not impossible to determine.

In the event that a teacher resigns after the applicable statutory date for resignations or fails to complete his or her contract the teacher shall pay to the school district as liquidated damages, and not as a penalty, the sum indicated in this section.

<u>Resignation Date</u>	<u>Liquidated Damage Payment</u>
May 15 - May 31	no payments
June 1 - June 15	teacher pays \$500
June 16 - June 30	teacher pays \$1000
July 1 - July 15	teacher pays \$1500
July 16 - July 31	teacher pays \$2000
After August 1	teacher pays \$3000

**All resignations must be in writing and be received in the district office by the above dates.** The terms of this section shall not apply to resignations from supplemental contracts or transfers within the district. Teachers with less than a full time contract who resign shall pay liquidated damages as provided in this section in the same ratio as the part time position is to full time employment.

For purposes of this section, a returning teacher shall be considered under contract for the year if they have not submitted their resignation prior to the date indicated in the Continuing Contract provision of Kansas Statutes. New teachers coming into the district shall be considered under contract when a letter of intent has been signed by the teacher and the teacher's employment has been approved by the Board of Education.

Any liquidated damage amount shall be paid by the teacher before the Board accepts the teacher's resignation and releases the teacher from his or her contract. If the district owes the teacher an amount greater than the damage amount due then, in lieu of payment, the teacher consents and agrees to the district withholding the damage amount from the teacher's final check.

The Board reserves the right to waive the liquidated damages provision under extraordinary circumstances.

## ***SECTION 21- MISCELLANEOUS***

### Agreement to Negotiate

At the written request of the Newton NEA, the Board of Education agrees to engage in immediate negotiations with the Newton NEA in the event that the Kansas Legislature materially or substantially removes or alters the due process hearing rights conferred upon teachers in K.S.A. 72-5436 through 72-5447. (This provision shall continue in future contracts.)

### IRS 403b Committee

The Board of Education agrees to form a 403b committee. The committee shall be charged with reviewing and making recommendations concerning proposed plan documents and related policies associated with new IRS 403b regulations prior to their adoption by the board. The Newton NEA shall appoint three members to this committee. The Board may appoint up to three (3) additional members to the committee. The Committee shall be chaired by Assistant Superintendent Gary Jantz or a successor appointed by the Board.

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