

# **2019-2020**

# **PROFESSIONAL**

# **NEGOTIATIONS**

# **AGREEMENT**

Between  
Golden Plains USD No. 316 Teachers' Association  
and the  
Board of Education of  
Golden Plains Unified School District No. 316  
Thomas County, Kansas

**RATIFIED**

**Golden Plains USD No. 316 Teachers' Association**

By \_\_\_\_\_ Date July 15, 2019

**Board of Education**  
**Golden Plains Unified School District No. 316**  
**Thomas County, Kansas**

By \_\_\_\_\_ Date July 15, 2019

## ARTICLE I

### Leave

#### **A. DISCRETIONARY LEAVE**

1. Each teacher will be granted 104 hours (equivalent to thirteen (13) – 8 hour days) of discretionary leave at the beginning of each school year. Discretionary leave shall be granted for:
  - a. Personal illness and/or doctor/dental appointment;
  - b. Immediate family member illness and or/doctor/dental appointment;
  - c. Personal leave;
  - d. Leave to attend a funeral; or
  - e. Bereavement leave
2. A request for leave, other than illness, requires that notification be made in writing to the principal/superintendent not less than 24 hours prior to the day of leave. Once the thirteen (13) days are used up for any combination of discretionary leave, no additional days may be used for personal days.
3. Approval/Disapproval of requested leave by the principal/superintendent will be based on the following criteria:
  - a. Availability of suitable substitute;
  - b. Need of teacher requesting leave to be at the school due to a scheduled school activity;
  - c. The rate of absenteeism from school of the teacher requesting the leave;
  - d. The number of leave days (hours) requested by the total building staff for the day of the requested leave date
4. At the end of the school year, any unused discretionary leave days become accumulated personal sick leave to a maximum of 480 hours (equivalent to sixty (60) – 8 hour days). Teachers will retain all accumulated sick leave they have at the end of the 2015-2016 school year.
5. Sick leave and/or accumulated sick leave may be used for absences caused by illness or injury of the employee, and/or the employee's immediate family. Immediate family is defined as wife, husband, child, mother, mother-in-law, father, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, or any person living in the same household.
6. After any illness exceeding ten (10) days, the employee must produce a written physician's statement stating the reasons additional days are required.
7. Unused accumulated leave will be paid at one-half (1/2) of the current sub pay rate upon a teacher's resignation or retirement from the District up to a maximum of 60 accumulated days (480 hours).

#### **B. SICK LEAVE POOL**

1. A sick leave pool is established consisting of hours which would normally be lost as a result of employees who have reached maximum accumulation (480 hours (equivalent to sixty (60) days)). Teachers who have used all of their sick leave will apply directly to the sick leave pool committee for additional hours. Hours

- used from the sick leave pool are subject to approval of the sick leave pool committee.
2. No one teacher may be granted in excess of 480 hours (equivalent to (60) – 8 hour days) from the sick leave pool in any one school year. No pool hours may be allowed for any teacher unless the teacher has used all other leave available including their discretionary leave and personal accumulated sick leave. No more than 960 hours (equivalent to (120) – 8 hour days) of sick leave pool hours may be granted in one school year. The number of accumulated hours in the sick leave pool bank is unlimited.
  3. The sick leave pool committee will consist of the following four (4) individuals:
    - i. One (1) elementary teacher representative appointed by the elementary teachers.
    - ii. One (1) middle school teacher representative appointed by the middle school teachers,
    - iii. One (1) high school teacher representative appointed by the high school teachers, and
    - iv. One (1) representative appointed by the superintendent.

### **C. PROFESSIONAL LEAVE**

Professional leave is any professional development activity designed to enhance teaching performance and requested by any of the district's teachers. Professional leave must be used according to the district's Professional Development Plan and must be approved by the district's Professional Development Council and the Superintendent. The teacher requesting professional leave day(s) shall make the request, unless waived by the Superintendent, at least one week before the proposed absence and submitted upon a "Leave Request Form" to the Professional Development Council and Superintendent. If approved by the Professional Development Council and Superintendent said day(s) will be charged as professional leave.

### **D. PARENTAL LEAVE**

1. A pregnant teacher may use accumulated sick leave days for illness for incapacitation due to pregnancy. This shall be referred to as parental leave.
2. A teacher may request up to 12 weeks of parental release from duties pursuant to the Federal Family and Medical Leave Act (hereafter "FMLA"). This would be a release from all duties for a specific time period without pay. This shall be referred to as parental leave. A parental release from duties can be applied for and granted to the father as well as the mother. However, if the mother and father are both eligible for FMLA leave and are both U.S.D. 316 employees, they are limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for the birth and care of the employees' newborn child, for placement of adoption or foster care of the child, or after such a placement. Upon return from such leave, a teacher shall be placed at the position on the salary schedule the employee would have attained had the employee taught in the District during such a period.

## E. JURY LEAVE

Teachers are entitled to as many days of paid leave as are necessary if they are called to serve on a jury, provided they sign over to the District all compensation except that designated for auto allowance and living expenses.

### ARTICLE II

## Supplemental Duty Pay

<b><u>Junior High Coaching</u></b>	<b><u>Pay</u></b>	Junior High Sponsor	\$1,000
Assistant Boy's Track	\$1000	Elementary Music (per program)	\$250
Assistant Football	\$1000	National Honor Society	\$125
Assistant Boys' Basketball	\$1000	MS/HS Music	\$2500
Assistant Girls' Basketball	\$1000	<b><u>Others Continued</u></b>	<b><u>Pay</u></b>
Assistant Girls' Track	\$1000	Middle School Play	\$500
Assistant Girls' Volleyball	\$1000	High School Play	\$500
Head Boys' Basketball	\$1700	Power-School Coordinator	\$2,500
Head Boys' Track	\$1300	Prom Sponsor	\$200
Head Football	\$1500	Records Keeper	\$400
Head Girls' Basketball	\$1700	Senior Class Sponsor	\$340
Head Girls' Track	\$1300	<i>If 2 Sponsors</i>	\$175
Head Girls' Volleyball	\$1500	Sophomore Class Sponsor	\$175
<b>Others</b>		Student Council Sponsor	\$250
Academic Bowl Coach, HS	\$1,000	Student Advisor	\$2,000
Academic Bowl Coach, MS	\$500	Technology Coordinator	\$4,000
Athletic/Activities Director	\$5,000	Video Taping	\$400
Assistant Athletic/Activities Director	\$1,000	Vocational Coordinator	\$1,500
Carnival Sponsor	\$150	Yearbook Sponsor (Class)	\$500
Counselor	\$2,000	Yearbook (if class not taught)	\$500
Forensics Sponsor	\$700	Detention Supervisor	\$15/wk
Freshmen Class Sponsor	\$175	Curriculum Director Elem	\$500
Head Teacher	\$1,500	Curriculum Director HS/MS	\$500
Junior Class Sponsor	\$175	FFA Sponsor	\$2500
Junior Concessions (per game)	\$ 50	Dance Coach	\$500

<b>Student Improvement Team (SIT)</b>	
Chair (3) Teams	\$200
Committee Member	\$100
<b>Steering Committee</b>	
Chair	\$200
Committee Member	\$100
<b>ESL Committee</b>	
Chair (1)	\$200
Members (limit-6 certified teachers)	\$100
<b>PDC Chair</b>	\$750

<b>DLT/OVT</b>	
Chair (1)	\$500
Members	\$200

<b>Site Council</b>	
Chair	\$200
Members	\$100

<b>Early Childhood Supervisor</b>	\$500
-----------------------------------	-------

<b>Mentoring</b>	\$750
------------------	-------

*All Committees will be docked a % for absences.*

Percent of Base	Asst. Boys' BB Coach	Head Boys' BB Coach	Head Girls' BB Coach	Asst. Girls' BB Coach	Cheer-leader Coach	Head Cross Country Coach	Asst. FB Coach	Head FB Coach	Head Golf Coach	Head Track Coach	Asst. Track Coach	Asst. VB Coach	Head VB Coach
4.5%									1st year				
5.0%	1st year			1st year		1st year	1st year		2nd year		1st year	1st year	
5.5%	2nd year			2nd year		2nd year	2nd year		3rd year		2nd year	2nd year	
6.0%	3rd year			3rd year		3rd year	3rd year		4th year		3rd year	3rd year	
6.5%	4th year			4th year	1st year	4th year	4th year		5th year		4th year	4th year	
7.0%	5th year			5th year	2nd year	5th year	5th year				5th year	5th year	
7.5%					3rd year								
8.0%					4th year								
8.5%		1st year	1st year		5th year			1st year		1st year			1st year
9.0%		2nd year	2nd year		6-10 <sup>th</sup> year			2nd year		2nd year			2nd year
9.5%		3rd year	3rd year		11-15 <sup>th</sup> year			3rd year		3rd year			3rd year
10.0%		4th year	4th year		16 <sup>th</sup> - Year			4th year		4th year			4th year
10.5%		5th year	5th year					5th year		5th year			5th year
11.5%		6-10 <sup>th</sup> year	6-10 <sup>th</sup> year					6-10 <sup>th</sup> year		6-10 <sup>th</sup> year			6-10 <sup>th</sup> year
12.5%		11-15 <sup>th</sup> year	11-15 <sup>th</sup> year					11-15 <sup>th</sup> year		11-15 <sup>th</sup> year			11-15 <sup>th</sup> year
13.5%		16 <sup>th</sup> - years	16 <sup>th</sup> - years					16 <sup>th</sup> - years		16 <sup>th</sup> - years			16 <sup>th</sup> - years

Insofar as possible, teachers will agree to fill supplemental positions to ensure that supervision is provided by school staff rather than outside personnel.

### **ARTICLE III**

## **Extra Duty Pay**

- A. Teachers who volunteer and are assigned to work an athletic event will be paid \$5.00 per night. Payment shall be made on the next payroll date following receipt of a claim for working an athletic event. A school district pass will be issued to the spouse of any teacher who volunteers to work two nights. The pass will admit the spouse to attend all local regular season events without charge.

- B. All Golden Plains teachers will be admitted free of charge to all local regular season events.
- C. Teachers who do substitute teaching during their planning period shall be paid \$7.50 per planning period. If a teacher teaches during their planning period for more than 20 consecutive days, they will be paid \$20.00 per clock hour.
- D. Teachers who keep the score book or the score clock at athletic events will be paid \$5.00 per night.

#### ARTICLE IV

### Duties to be Performed

At the time of issuing, each regular teacher's contract will state all subject areas (6-12) and grade levels (K-12) that could be taught by the employee. The supplemental contract will list extracurricular activities to be performed by the employee. If additional duties are added, the employee will be compensated as stated in Articles II and III.

#### ARTICLE V

### Credit Hours for Movement on the Salary Schedule

- A. College hours used for advancement in the salary schedule must have been earned after meeting requirements for initial teacher certification.
- B. College hours used for advancement on the salary schedule may be graduate credit, undergraduate credit if in the teacher's assigned classes, used for recertification by the Kansas State Department of Education, all district-sponsored in-service college credit courses, or required by the Board.
- C. Professional Development Points (PDC points) used for advancement on the salary schedule with the following conditions:
  - A maximum of four (4) hours of the required eight hours (8) for movement on the schedule may be from PDC points.
  - PDC points may be used for movement between all columns on the salary schedule except from Column D (BA+24) to Column E (MS).
- D. A teacher may move both vertically and horizontally on the salary schedule in a single year. Movement vertically shall be limited to one step per year.
- E. A new transcript is required to decide a teacher's placement on the salary schedule in a single year. Certification of hours taken after the contract is signed must be in the Superintendent's office by August 31 to have the contract amended or rewritten providing these hours relate to item "B" above. The teacher shall not be penalized for late documents from institutions.

#### ARTICLE VI

### Duty Year

- A. The number of teacher duty days shall not exceed 171 days (1368 hours).

- B. The duty year will reflect the school calendar each year.
- C. Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings.
- D. Written suggestions from the school faculty concerning the next year's school calendar can be given to the Superintendent's office on or before February 15<sup>th</sup>.

**ARTICLE VII**  
**Work Day**

- A. Each full-time teacher will be provided at least 30 continuous minutes of planning time daily.
- B. The teacher workday shall be from 8:00 a.m. until 4:00 p.m. The school day shall be from 8:15 a.m. until 3:50 p.m. When approved in advance by the building administrator, teacher may arrive after 8:00 a.m. and leave before 4:00 p.m.

**ARTICLE VIII**  
**Car Allowance**

Teachers shall be reimbursed at the state rate when required to use their personal automobiles on field trips or district business, when approved in advance by the superintendent.

Teachers shall be reimbursed at the state rate when they are assigned to teach in the elementary school and middle/high school. Mileage shall be calculated from the school of first assignment to the school of second assignment. If the assigned teaching duties require a round trip, the district will pay mileage for a round trip.

**ARTICLE IX**  
**Salary Schedule**

All certified teachers will be placed on their correct step on the salary schedule based on their years of experience for the 2019-2020 school year. Column (horizontal) movement will continue as allowed in previous years. This will be in effect for the 2019-2020 school year and will be renegotiated annually.



**2019-2020**

Step	A	B	C	D	E	F	G	H
	BA/BA	BA+8	BA+16	BA+24	MS	MS+6	MS+12	MS+18
1	38,039	38,394	38,749	39,104	39,815	40,196	40,578	40,959
2	38,468	38,824	39,179	39,534	40,244	40,626	41,007	41,389
3	38,898	39,253	39,608	39,963	40,673	41,055	41,436	41,818
4	39,327	39,682	40,037	40,392	41,103	41,484	41,866	42,247
5	39,756	40,111	40,467	40,822	41,532	41,913	42,295	42,677
6	40,186	40,541	40,896	41,251	41,961	42,343	42,724	43,106
7	40,615	40,970	41,325	41,680	42,390	42,772	43,154	43,535
8	41,044	41,399	41,754	42,110	42,820	43,201	43,583	43,965
9		41,829	42,184	42,539	43,249	43,631	44,012	44,394
10		42,258	42,613	42,968	43,678	44,060	44,442	44,823
11		42,687	43,042	43,397	44,108	44,489	44,871	45,252
12		43,117	43,472	43,827	44,537	44,919	45,300	45,682
13			43,901	44,256	44,966	45,348	45,729	46,111
14			44,330	44,685	45,396	45,777	46,159	46,540
15			44,760	45,115	45,825	46,206	46,588	46,970
16			45,189	45,544	46,254	46,636	47,017	47,399
17				45,973	46,683	47,065	47,447	47,828
18				46,403	47,113	47,494	47,876	48,258
19				46,832	47,542	47,924	48,305	48,687
20				47,261	47,971	48,353	48,735	49,116
21				47,690	48,401	48,782	49,164	49,545
22				48,120	48,830	49,212	49,593	49,975
23				48,549	49,259	49,641	50,022	50,404
24				48,978	49,689	50,070	50,452	50,833
25				49,408	50,118	50,499	50,881	51,263
26					50,547	50,929	51,310	51,692
27						51,358	51,740	52,121
28						51,787	52,169	52,551
29						52,217	52,598	52,980
30							53,028	53,409
31							53,457	53,838
32							53,886	54,268
33								54,697
34								55,126
35								55,556
36								55,985

- A. Years of prior teaching experience will be counted when a teacher is placed on the salary schedule. This provision shall apply only to teachers new to the system beginning the 2002-2003 school years. No Teacher will be given credit for more experience than one has.
- B. Each secondary school teacher who has more than six preparations without a preparation period shall be paid an addition 8.5% of their contracted teaching pay.
- C. Horizontal advancement past Masters column may be achieved by the use of PDC points.

## ARTICLE X

### **Flexible Benefit Plan and Medical Insurance Fringe Benefit**

- A. **FEXIBLE BENEFIT PLAN:** The Board shall establish a flexible benefit plan according to Section 125 of the Internal Revenue Service Code. Employee benefits allowed shall be limited to those described in the plan document approved by the Board.
- B. **MEDICAL INSURANCE FRINGE BENEFIT:** Medical Insurance Fringe Benefit: Each teacher enrolled in the district medical insurance program, district medical plus a single dental plan, or the single dental plan will receive the full single membership per month toward the payment of the district medical insurance option selected by the teacher. The Board expresses its intention to maintain a group health insurance plan available to the employees of the district and to continue dialog with the staff concerning the plan.

## Article XI

### **Grievance Procedure**

A. **Definitions:**

1. ***Grievance:*** A complaint by a teacher, group of teachers, or the Association based on alleged violation, misinterpretation, or application by the District of the negotiated contract or agreement.
2. ***Aggrieved Person:*** The person or persons making the complaint.
3. ***Party in Interest:*** The person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance

B. **Purpose**

The purpose of this procedure is to secure at the lowest level, equitable solution to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. **Procedure:**

1. **Level One:** Within twenty (20) days from the date of awareness of a problem, the aggrieved person may first discuss the problem with his or her Principal or other immediate supervisor. During this discussion, the aggrieved person shall seek to resolve the matter informally.
2. **Level Two:** (A) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after discussion of the grievance, he/she may file the grievance in writing within ten (10) days of the Level One response simultaneously with the

Association to its designee, and the Principal on the form provided in the Appendix. (B) Within five (5) school days after the receipt of the written grievance by the Principal, the Principal will meet with the aggrieved person and his/her representative of the Association in an effort to resolve it. The Principal shall submit his decision in writing to the aggrieved person and the Association within five (5) school days after the meeting.

3. **Level Three:** (A) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance within ten (10) days of the Level Two response with the Association or its local designee for transmittal to the Board of Education or its local designee. (B) Within five (5) school days after receipt of the written grievance by the Board, the Board or its designee will meet the aggrieved person and his representative from the Association in an effort to resolve the grievance. The Board shall submit its decision in writing to the aggrieved person and the Association with five (5) school days after the meeting. (C) The decision of the Board of Education of Level Three shall be final and binding.

#### **D. Rights of Teachers to Representation**

1. No reprisals of any kind will be taken by the Board or any member or representative of the administration against any aggrieved person, any party at interest, any grievance representative, any member of the Teacher Rights Commission, or any other participant in the grievance procedure by reason of such participation.
2. A teacher may be represented at Levels Two and Three of the grievance procedure by himself or herself or, at his/her option, by a grievance representative selected by the Association.

#### **E. Miscellaneous:**

1. **Time Limits:** The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.
2. **Year-End Grievance:** In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the days shall be those days in which the district office is open for business.
3. Decisions rendered at Level Two or Three of the grievance procedure will be in writing setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest.
4. When it is necessary for a grievance representative, member of the Teacher Rights Commission or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, he will, upon notice to his principal or immediate superior by the Association or its designee, be released without loss of pay in order to permit participation in the activities as described above. Any employee whose appearance in such investigations, meeting, or hearings as a witness is necessary will be accorded the same right.

5. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
6. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Board. The cost of preparing such forms shall be borne by the Board.

### **INSTRUCTIONS:**

The purpose of the grievance procedure is to facilitate free, easy, and effective communication between teachers and the administrative staff in order to secure, in good faith, equitable solutions to problems which may arise from time to time. Careful attention to contract requirements for a grievance and the proper procedure for completing grievance form and filing of same, as hereinafter detailed, will help to insure an expeditious and thorough consideration of grievances.

Grievance Report Forms may be secured from the Superintendent's office and should be filed at each level of the grievance procedure.

1. Each portion of the grievance report should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved and what occurred. Detailed information of the facts involved, the relevant contract provisions, and the manner in which those facts relate to the contract provisions are extremely important in order to provide a basis upon which a fair, thorough, and expeditious decision can be made.
2. The grievance report to contract provisions which the grievances contend have been violated, misinterpreted, or misapplied, should be specific.
3. The grievant should state his/her claim by describing the manner in which the factual contentions are related to the relevant contract provisions and how the violation, misinterpretation, or misapplication of the contract has occurred.
4. The grievant should specify the relief which he/she desires as a result of the grievance.

## **ARTICLE XII** **Evaluation**

Teachers shall be evaluated according to the District Teacher Evaluation document approved by the Board and on file with the Kansas State Department of Education. Changes in the District Teacher Evaluation document will not be made unless recommended by a committee of three teachers, one administrator, and two board members, unless the change involves modification to professional evaluation criteria.

Evaluation documents shall be available to the superintendent and other administrators under whose supervision the teacher works, and others authorized by law.

The Board will not negotiate teacher evaluation criteria, nor will it include the District Teacher Evaluation document in the agreement.

**ARTICLE XIII**

**Distribution of Agreement**

When negotiations are successfully completed and the agreement is ratified by the Board and the Association, the agreement will be posted on the District website. Any teacher, upon request, will be given a copy of the agreement. Seven copies of the agreement will be given to the Association. The Superintendent will give each prospective teacher a copy of the current negotiated agreement if a contract is offered and accepted.

**ARTICLE XIV**

**Resignation – Liquidated Damages**

According to Board policy, the written resignation of any teacher submitted to the board will be considered.

If a teacher resigns or fails to honor the terms of the employment contract, or the continuing contract law the teacher shall pay the District liquidated damages as follows:

A teacher shall give written notice to the board that the teacher does not desire continuation of a contract on or before the 14<sup>th</sup> calendar day following the third Friday in May through June 30 - \$400

On or after July 1 - \$800 plus \$100 per month for each month remaining on the contract.

Liquidated damages may be waived by the Board in case of catastrophic illness or accident.

**ARTICLE XV**

**Association Rights**

- A. Duly authorized representatives of the Association shall be permitted to conduct official Association business before 8:00 a.m. and after 4:00 p.m. on school property.
- B. The Board will allow the Association to follow the Public Records Law as it would for any other citizen of the District.
- C. The Board will allow the Association to follow Board policy concerning School Board Agendas as it would any other citizen of the District.

D. The Association will be allowed to post notices of association activities and matters of Association concern on the bulletin boards in the teachers' lounge of each attendance center.

E. The rights granted to the Association shall not be granted or extended to any other organization claiming to represent certified employees of the District.

F. After prior approval of the building Principal, the Association may have the right to use District owned equipment. Any District owned materials, including, but not limited to pencils, pens, and paper, that is used by the Association after prior approval of the building Principal shall be paid for by the Association to the District.

G. **ASSOCIATION LEAVE:** A maximum of four days of paid leave to be used by employees who are officers or agents of the Association may be granted to be used at the discretion of the Association. The Association agrees to notify the Clerk of the Board no less than 48 hours before taking such leave. Approval for Association leave will require the completion of the "Leave Request Form". The form is to be given to the appropriate member of the administrative staff, and is subject to the procurement of an appropriate substitute.

#### ARTICLE XVI

### **In-Service**

A committee of three teachers, one from each level of elementary, middle, and high school, shall work with the Administration to help develop and implement decisions concerning teacher in-service.

#### ARTICLE XVII

### **Lunchroom Duty**

Breakfast and Lunch room duty will be voluntary. There will be an established school Breakfast and Lunch room duty volunteer calendar. Breakfast and lunch shall be provided free of charge for the days on which a teacher volunteers to have Breakfast and or Lunchroom duty.

#### ARTICLE XVIII

### **Term of Agreement**

Both parties agree that this agreement is a one year agreement and is for the **2019-2020** school year.

**ARTICLE XIX**  
**Early Retirement**

**Voluntary Early Retirement**

- Teachers of USD 316 may elect to take early retirement under the terms and conditions set forth in this agreement. Early retirement is voluntary and at the discretion of an eligible teacher if they meet the eligibility requirements set forth herein.
- Eligibility – A teacher is eligible for early retirement if the teacher is currently a teacher, the prior 15 school years of continuous employment must be with USD 316, with the majority being full time service, is at least age 60 and will be less than the age for full Social Security retirement eligibility as of June 30 of the school year the employee plans to retire and has a combined total of age plus credited years of service in KPERs equal to or greater than 85.

**Application Process**

A teacher applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility for early retirement and to decide benefits to be paid.

- Application – A teacher shall apply for early retirement by giving written notice to the superintendent of schools. The written notice shall be submitted on or before the first day of the teacher’s last full semester of the school year preceding the anticipated retirement date. This provision may be waived by the Board for any teacher applying for early retirement if the health of the teacher is a condition of early retirement.

**The application for early retirement shall include the following information:**

- A statement of the teacher’s desire to take early retirement,
- The anticipated date of retirement
- Birth date and age on September 1, of the first retirement year,
- Years continuously employed in USD 316, including years of full-time employment,
- Whether the teacher wants health insurance coverage through the USD 316 medical insurance program by deduction of premiums from the early retirement benefit.

**Early Retirement Benefits**

Following final action on any application for early retirement, the superintendent of schools shall notify the applicant, in writing, of the final disposition and the date and an estimate of the amount of annual early retirement benefits to be paid.

- Basis of Pay – The teacher will receive the early retirement benefit in approximately equal monthly payments until the year the teacher reaches the age for full Social Security retirement eligibility as of August 31. Payment will begin with the regular payroll date in September of the year of the teacher’s early retirement. The last payment, including any balance due, shall be made in the month the retiree reaches the age for full Social Security. The annual early retirement benefit a teacher receives shall be equal to 10% of the final full contract year of full time service with the district. In addition, the teacher

shall receive \$475.00 per month, or the amount specified in the professional negotiations agreement between the Golden Plains Teachers' Association and the Board of Education of Golden Plains Unified School District No. 316, provided the retiree participates in the medical insurance plan provided by the board.

### **Terms and Conditions**

The following terms and conditions shall apply to the school district's early retirement plan:

- All early retirement benefits end upon the death of the teacher.
- If any provision of this early retirement plan is found in violation of federal or state laws or regulations, the entire plan shall immediately terminate and shall be of no further force or effect unless readopted by the Board.
- The Board reserves the right to adopt the early retirement program annually.
- If the Board decides to amend, suspend, or terminate the early retirement program in any given year, all teachers who elected to retire under the program prior to the changes will continue on the program in effect at the time of retirement.
- The teacher must reach the qualifying age before September 1, of their retirement year; and written notice shall be submitted on or before the first day of the teacher's last full semester of the school year preceding the anticipated retirement date.

### **ARTICLE XX**

## **Endorsements**

- A. \$300 for endorsements completed after initial employment at Golden Plains USD 316. This applies to working endorsements used in current teaching assignments and ESL endorsement. The endorsement needs to be Board initiated and Board approved on an annual basis.

### **MEMORANDUM OF AGREEMENT**



**Due Process:** For the term of the 2019-2020 contract year; Golden Plains USD #316 agrees to follow the teacher due process procedures for currently tenured USD #316 teachers provided for in Kansas State Law prior to the enactment of Senate Substitute for House Bill 2506.

### TEACHER DISCIPLINARY AND DEFICIENCY PROCEDURES

The Board has the authority and right to discipline its teachers. Discipline shall be progressive and shall be for just cause. Unless unusual or mitigating circumstances can be demonstrated, the following progressive steps shall be taken:

A. A teacher who is deemed to be particularly weak in the performance of his/her duties or who violates a Board policy, shall be given a verbal warning that he/she has been identified as having a weakness or that he/she has violated a Board policy. The teacher will be provided with a written statement clearly indicating the corrective action(s) required.

B. If the teacher continues to demonstrate the weakness that has caused concern or repeats the violation of the Board policy, or if the violation causes harm to another person, the administrator shall prepare a written 'Notice of Deficiency and Discipline' and place it in the teacher's file. A copy of the 'Notice of Deficiency and Discipline' shall be immediately provided to the teacher. The 'Notice of Deficiency and Discipline' will include a clear statement as to the corrective action(s) required.

C. If the teacher still does not correct his/her behavior (problems, violations), the administrator shall notify the Board and recommend to the Board that the employee shall be placed on 'Deficiency Status.' A teacher placed on 'Deficiency Status' shall be directly notified by the Superintendent of Schools, and both the teacher and Superintendent of Schools shall sign and date a statement indicating the conference was held. At this conference, the teacher shall be provided a written statement clearly indicating what improvement/change is desired to correct the problem(s).

D. A teacher placed on 'Deficiency Status' shall either correct the problem within reasonable time, agreed upon by the teacher and administrator, or shall be non-renewed by the Board of Education. A teacher who has his/her contract renewed by the Board of Education shall be considered to be off 'Deficiency Status' and this shall be reflected in the Board minutes.

### FAIR DISMISSAL OF TEACHER

The Board and Association agree to the mutual benefit of a Fair Dismissal procedure for experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.

- A. For the first five years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to the statutory deadline for any reason except as protected by Constitutional or other nondiscrimination protections.
- B. Starting in year six of teaching with the district, teachers who are not on an improvement plan shall have earned non-probationary status. At its discretion, the Board of Education may formally grant non-probationary status to any teacher earlier. Teachers who have previously earned due process in another Kansas district must work in this district for two consecutive years before obtaining due process with Golden Plains, USD #316.
- C. Non-probationary teachers may be non-renewed for good cause, including any ground which is put forward by the school board in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the school board's task of building up and maintaining an efficient school system.
- D. If the proposed nonrenewal is to be based on poor job performance, the district evaluation procedure shall be followed. The non-probationary teacher will be informed his/her performance is substandard and the full evaluation process will be utilized, including a measurable plan of improvement. The plan of improvement shall be collaboratively developed but the final decision on the plan rests with the principal.
- E. If the nonrenewal is based on other reasons, including disciplinary factors or reduction in force, those separate procedures as outlined in the Agreement shall be followed.
- F. If the non-probationary teacher is non-renewed, he/she shall be notified by mail or hand delivery prior to the statutory continuing contract date. The notification shall include the reasons for the nonrenewal. The non-renewed teacher will have fourteen calendar days from the receipt of the letter to file a written request for a closed hearing.
- G. Within seven calendar days, the parties shall meet and select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officer shall be an arbitrator selected by alternately striking names from a list provided by the Commissioner of the Kansas Department of Education.
- H. During the hearing, the entire basis for the nonrenewal shall be proffered by the district. The teacher may challenge the district's evidence and present evidence in his/her own behalf. If, in the opinion of the hearing officer, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall be closed at the end of the presentations. The decision by the hearing officer shall determine whether to sustain or reverse the nonrenewal and reinstatement of any lost pay, and shall be rendered in writing to both parties within seven calendar days.
- I. It is the intention of the parties that the decision be rendered prior to August 1 and all reasonable efforts should be made to accomplish that goal.

J. If the teacher prevails, he/she is reinstated in full. If the Board of Education prevails, the nonrenewal is final. The decision is binding on both parties.

K. The teacher shall pay for his/her expenses, including any witnesses and/or representation. The cost of the hearing officer and all other cost shall be borne by the non-prevailing party of the hearing officer's recommendation.

### SUSPENSION

A. The Superintendent may suspend any teacher with or without pay for just cause. Any teacher being suspended for just cause shall be notified in writing and the teacher shall be required to sign a statement stating that he/she has been notified of such suspension. A copy of the written notice of suspension shall be forwarded to the President of the Board of Education.

B. Upon notice of suspension with pay, the Board of Education shall schedule a regular or special meeting of the Board within ten (10) days of the receipt of the notice to hear all pertinent information from the administration and the affected teacher. Upon notice of suspension without pay the employee must request a meeting with the Board of Education within five (5) working days. If no request for a meeting with the Board of Education had been requested, the suspension without pay will commence on the day following the expiration of the notice period.

C. Following the hearing before the Board of Education, the Board shall reinstate the teacher or shall proceed with a resolution of its intent to terminate the teacher's contract, at which time the teacher shall have the rights of Fair Dismissal as stated in section 5.

This provision will expire on June 30, 2020. The board agrees to negotiate a Teacher Due Process procedure during the spring 2021 negotiations.

**GOLDEN PLAINS UNIFIED SCHOOL DISTRICT NO. 316  
TEACHER CONTRACT**

**2019-2020**

This contract, made and entered into, this **DATE**, by and between the Board of Education of Unified School District No. 316, Thomas County, Kansas, hereinafter called the "Board" and \_\_\_\_\_, hereinafter called the

”Teacher.”

The parties hereto agree that Teacher shall be employed by the Board as an employee of said Unified School District No. 316, Thomas County, Kansas, for the 2019-2020 school year, as defined and scheduled by the Board, and other assignments as designated by the Board, at a salary of \$00,000 reflected to Step A1 for said year, payable in twelve (12) equal installments on the tenth (10th) of each month (if the 10th falls on a holiday or weekend, the checks shall be issued on the last working day prior to the 10th), commencing Sept. 10, 2019 subject to the following terms and conditions:

1. The services to be performed by the Teacher hereunder shall be as determined and assigned by the Superintendent of Schools, and the Teacher shall be subject to the policies, orders, rules and regulations of the Board. The Board reserves the right to transfer or reassign Teacher to any other school, or to any education project or program of the School District for which the Teacher is qualified.
2. This contract is contingent upon Teacher being and remaining certified during the term of employment hereunder with respect to the position for which the Teacher is employed as provided by law; and in the event the Teacher shall be unable to furnish and maintain with the Board as applicable Kansas Teachers Certificate to be in full force and effect during the term of employment hereunder, this Contract shall be null and void and terminated and canceled.
3. As a condition in entering or continuing the employment of the Teacher’s Contract, the Board may, at any time, require a certificate of health when there is reasonable cause to believe that the teacher may be suffering from an illness that may be detrimental to the health of pupils.
4. In the event the employment of the Teacher hereunder shall be terminated for any reason prior to the expiration of the school year, the salary hereinbefore specified shall be adjusted and paid on the basis of an amount, which, together with the compensation there of one paid, shall bear the same relationship to the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined and scheduled by the Board.
5. In the event the Teacher is absent from duty except as hereinafter specified, deduction shall be made from the salary for each day of absence as provided by the rules and regulations of the Board. Deductions shall not be made in the event such absence is covered by sick leave or the result of other authorized absence in accordance with and subject to the rules and regulations of the Board.
6. This contract is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments thereto or supplements thereto respectively, and to all other applicable laws of the United States and State of Kansas.

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

UNIFIED SCHOOL DISTRICT NO. 316  
THOMAS COUNTY, KANSAS

By \_\_\_\_\_  
President, Board of Education  
Annual Salary: \$00,000

\_\_\_\_\_  
Teacher

Attest:  
\_\_\_\_\_  
Clerk, Board of Education

Salary Schedule Information: Column A, Step 1  
Tentative Assignment: Classroom  
This is a 1.0 FTE Contract