

**Teacher Employment Agreement
With
USD No. 214 Board of Education
2021-2022**

September 1, 2021

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**Teacher Employment Agreement
with
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The Board of Education of USD No. 214 and the negotiation team of the Grant County Teachers' Association have reached agreement on items for the 2021-2022 school year.

The policy set forth herein shall be included by reference in the contracts of all teachers employed by USD No. 214. This agreement shall be made a part of the teacher's individual comprehensive contract with the same force and effect as though fully set herein.

It is therefore agreed:

ARTICLE 1. General Provisions

A. Definitions

1. ADMINISTRATION: All persons employed by the Board in positions requiring an administrative certificate by regulation of the State Department of Education as stated in the current Certificate Handbook.
2. ASSOCIATION: Grant County Teachers Association, affiliated with Kansas National Education Association and the National Education Association.
3. BOARD: The Board of Education of Unified School District No. 214, Grant County, Kansas.
4. DAYS: Except when otherwise indicated, days shall mean working days.
5. DISTRICT: Unified School District (U.S.D.) No 214.
6. EMPLOYEE: Member of the bargaining unit.
7. KNEA: Kansas National Education Association.
8. NEA: National Education Association.
9. SENIORITY: The period of professional service in the district.
10. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 214, Grant County, Kansas.

B. Duration of Agreement

This agreement shall become effective September 1, 2020 provided it is ratified by the Board and the members of the negotiating unit in accordance with the provisions of the Professional Negotiation Act, K.S.A. 72-5413, et. seq. All ARTICLES of this Agreement shall continue in full force and thereafter for successive contracted periods, unless written notice to amend is given by either party to the other not later than February 1, immediately preceding the expiration date pursuant to K.S.A. 72-5423.

C. Savings Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and Association shall enter immediately into negotiation to replace any provision found to be contrary to law.

D. Reproduction of Agreement

The Board of Education agrees to place a copy of the Teacher Employment Agreement on the USD 214 web site within thirty days of the ratification of agreement by GCTA and approval by the Board of Education. Teachers new to the district will receive a paper copy of the Teacher Employment Agreement.

ARTICLE 2. Individual Contract Form *See Attachment C

ARTICLE 3. Salary Schedule and Salary Schedule Movement

1. Certified personnel shall be placed on the salary schedule in the following manner.
 - a. Certified years of experience in an accredited K-12 school may be counted for placement on the Salary Schedule. The Superintendent may make adjustments for unique circumstances.
 - b. Only hours listed on the official transcript of a four-year college or university and in the teacher's field or a related field will be counted on Salary Schedule Placement. Courses outside the teacher's field(s) will be counted only with prior approval of the Superintendent. Transcripts must be on file in the office of the Superintendent before September 15.
 - c. A teacher may advance only one experience step per year, after initial placement upon the Salary Schedule.
2. Teachers may use inservice credits to move across the salary schedule under the following conditions:
 - a. Knowledge points may be used for movement on the salary schedule after a teacher has taken a learning activity to the Application and/or Impact level. Application and Impact points may be awarded once per learning activity.
 - b. The inservice credits earned for this purpose must be approved following the procedures established by the District's PDC committee.
 - c. Inservice credits can be used for the salary schedule Twenty (20) points of inservice equal one (1) hour of college credit.
3. Placement in columns of Master's Degree and above shall require the additional hours to be graduate credit courses with exceptions to be determined by the Board of Education upon recommendation by the Superintendent.
4. On all columns, the plus hours must be earned following a Kansas teaching degree or certification status.
5. Any teacher absent from their teaching duties for days not covered by Board of Education approved leave will be charged for those days missed at a rate of 1/190 of their contract salary per day absent.
6. Certified teachers/counselors contracted for services in excess of the nine month (190 days) contract shall receive compensation at the supplemental instruction rate.
 1. Partial years taught in USD 214 under contract of a full semester or more will be recognized on the Salary Schedule as one full year, but only full years of previous experience shall apply to the Fringe Benefit formula.
 2. Certified staff who is frozen at the last step of any column and who obtain the necessary hours to move to the next column will move laterally and vertically to the next higher column. Transcripts must be on file in the district office before September 15.

*See Attachment B – Salary Schedule

ARTICLE 4. Cafeteria Plan Options

Each qualified district employee may reduce his/her total salary (regular) by an amount up to \$20,000 for the purpose of participating in the benefit options listed below, in accordance with the guidelines which apply to IRC Section 125 "Cafeteria" plans.

- A. Health Insurance
- B. Dental Insurance
- C. Term Life Insurance
- D. All total salary not used for benefit options will be treated as regular salary
- E. Salary Protection Insurance
- F. Cancer Insurance
- G. Dependent Care
- H. Non-reimbursable Medical

The carrier(s) and benefits associated with each of the cafeteria options shall be selected by the USD 214 Board of Education with input from each of the district's employee groups.

ARTICLE 5. Grievance Procedure

Purpose

To resolve alleged grievances of certified personnel at the lowest possible administrative level.

Definitions

Grievance shall mean an alleged violation of the terms and conditions of an employment contract of certified personnel.

Grievant shall mean any person or group of persons employed with USD 214 that are certificated with the Kansas State Department of Education.

Procedures in General.

The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom the grievance is being considered.

It is the responsibility of the grievant to utilize the procedure for adjusting grievances as soon as the grievant is aware of a grievance. A grievance shall be waived unless level one proceedings are initiated within (10) school days after the act or condition on which the grievance is based/occurred.

Level 1. A grievant shall first take up the grievance procedure with an immediate superior in a private, informal conference(s). Every effort shall be made to adjust the grievance in an informal manner. If the grievant is dissatisfied with the outcome of the initial private conference(s), the aggrieved person may request a formal conference with their immediate supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.

Grievances will not be valid for consideration unless the grievance is submitted in writing within five school days of the date of the informal conference(s) with an immediate superior. The formal conference shall occur within ten days of the last informal conference. Failure to file any grievance within such period shall be deemed a waiver thereof.

Level 2. In the event that the aggrieved person is not satisfied with the decision of his/her grievance at Level 1, or in the event that no decision is reached within ten school days after the presentation of the grievance, the aggrieved person may appeal the matter in writing to the Superintendent of Schools.

If the grievant appeals the grievance to the Superintendent, the Superintendent or the Superintendent's designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten days after the appeal has been received by the Superintendent.

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

Level 3. If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within ten school days after date the grievance was filed with the Superintendent or the Superintendent's designated representative under Level 2, then the grievant may appeal the grievance to the Board of Education by submitting a written request to the Clerk of the Board within ten days after the Superintendent or the Superintendent's designated representative has rendered a decision or after the expiration of said twenty days.

The Board shall, within twenty school days after receipt of the written request, meet and confer with the grievant and render a decision which shall be considered the final disposition of the grievance under this procedure.

Supplemental Conditions

All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify at any level except Level 1 with full assurance that no reprisal by either party will follow by reason of such participation.

Upon the final determination of the grievance, the documents, communications and records, excepting a record of the grievance and the final adjustment thereof, and excepting records by law to be kept and maintained, shall be destroyed.

At each step of the procedure for adjusting grievances, after the initial private conference(s) with an immediate superior, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel, which shall not preclude legal involvement for administrators or the Board of Education.

All grievance hearing shall be confidential with the exception of the 3rd level which may be made public.

Discussion of grievances may be held during the school day at the grievant's school, but not during class time for the grievant.

All hearings shall be conducted at time other than when school is in session.

Excluded from the grievance procedures shall be matters for which law mandates another method of review.

Only the employee affected may file a grievance or an appeal from level one and two.

The filing of a grievance at all levels shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievant should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date, and place of the event or act and the names and addresses of any witnesses thereto.

ARTICLE 6. Performance Based Advancement **MS+32 COLUMN**

A teacher, counselor, or librarian on the MS+32 Column, Step 23 may move over to the Bonus Column (#11) on the Salary Schedule if the following criteria are met:

1. The individual teacher has a total of 40 hours beyond the Master's Degree.
2. The individual teacher has seven (7) year's teaching experience within the District.

3. The individual teacher has obtained a positive evaluation for each of the five preceding years and his/her principal's recommendation.
4. The individual teacher will conduct either a parent or student survey during the contract year and share the results with his/her building principal.
5. The individual teacher will make a video tape of his/her teaching during the contract year and invite the principal to view it with him/her. The contents of the tape shall be the property of the teacher.

If the above criteria are met and the individual teacher chooses, the teacher will be placed in the Bonus Column (#11), step 23. The teacher may proceed down the Bonus Column on a yearly step basis as long as the teacher completes 3, 4, and 5 above. If not, the teacher shall be frozen at his/her step and column from the previous year until such time as the teacher decides to participate again.

A determination for Performance Based Advancement shall be made by April 10, each year. All documentation must be available before that date. Eligible persons who meet the necessary criteria will receive a lump sum payment on their April payroll.

ARTICLE 7. Supplemental Salary Schedule and Positions

*See Attachment B – Supplemental Salary Schedule

A new coach to the district shall be awarded coaching experience at the discretion of the superintendent. Experience will be awarded, sport to sport (1:1) except for:

MS Asst to MS Head (2:1)
 MS Head to HS Head (2:1)
 HS Asst. to HS Head (2:1)

A coach moving from a middle school assistant position to a high school head position will be placed on the supplemental salary schedule and awarded years of experience at the discretion of the superintendent. The maximum total years of experience for head coaching positions will be 15 years and the maximum years of assistant coaching experience will be ten years.

ARTICLE 8. Supplemental Education Instruction

Educational-instructional programs conducted outside the normal school operation time and term shall be reimbursable at the following rate per hour:

1. Educational instruction - \$35.00 for the 2021-2022 school year.
2. One hour of preparation time shall be paid at the same indicated rate for each five hours of actual instruction time.

ARTICLE 8a. Planning period reimbursement

A teacher will be reimbursed \$35/hour if they are asked by the building administrator/designee to cover a class during their planning period.

ARTICLE 9. Tuition Reimbursement

The Board will reimburse teachers actual tuition costs for up to eight credit hours at a maximum of \$300.00/hour and to a maximum of \$2,400.00 per teacher per year for hours taken between September 1 – August 31 of the current year. The total group maximum for this provision is \$46,000 per year. (Attachment D)

The group maximum of \$46,000 will be distributed equally over three sessions as follows:

Session 1: September-December with submission deadline of the last Friday in January; \$15,333
Session 2: January-May with submission deadline of the last Friday in June; \$15,333
Session 3: June –August with submission deadline of the last Friday in August; \$15,333

When a resignation is received no further tuition reimbursements will be paid.

The money available for reimbursements will be divided proportionally up to \$300 per credit hour. Any money remaining that was not disbursed after each session can be distributed proportionally per credit hour in September of the corresponding year to anyone who did not get fully reimbursed. Anyone who misses the stated deadlines to turn in reimbursement information can submit late paperwork with the understanding that the reimbursement may be denied if there is no longer money available.

ARTICLE 10. English as a Second Language (ESL) Endorsement

A certified staff member not presently having an ESL endorsement that receives an ESL endorsement on their teaching certificate within two years or less will be paid a one-time incentive of \$1,500; provided they are under contract the following year, if so, they will be paid on the first paycheck of the following year. Staff members with the ESL endorsement on their certificate will receive a yearly stipend of \$500 each December. New hires must obtain ESL certification within three years of their employment. The Board may waive the new hire requirement for extenuating circumstances.

ARTICLE 11. Method of Payment, Monthly and Lump-Sum—KSA 4940

Teachers to whom the continuing contract law applies are eligible to draw the balance of contractual salary upon the completion of their contract agreement. Such request shall be submitted in writing to the Clerk of the Board no later than April 1st of the school year in and for which the balance payment is first authorized. The written authorization shall remain in effect until revoked in writing by the person filing the authorization. Teachers will receive the balance of their contractual salary (lump sum) on June 1st, provided the State of Kansas has made funding available.

Teachers will be paid on the 21st of the month or the last working day prior to the 21st. The following is a list of anticipated paydays for the 2021-2022 contract year: September 21, 2021; October 21, 2021; November 19, 2021; December, 17, 2021; January 21, 2022; February 18, 2022; March 21, 2022; April 21, 2022; May 20, 2022; June 21, 2022; July 21, 2022; August 19, 2022. The Board reserves the right to alter the date if drastic unforeseen circumstances would occur.

ARTICLE 12. Payroll Deductions

Written authorization for payroll deduction in accordance with KSA 72-8414 may be submitted by employees. Withholding of professional dues from contract salary shall be requested in writing on an annual basis at the beginning of each school term.

ARTICLE 13. Early Retirement

Primary Objective: The primary objective of the Early Retirement Program is to maintain the best possible employee service to the school district.

Secondary Objectives: The secondary objectives of the Early Retirement Program are to reward employees for their years of service to the district, to enhance the benefits of employment, and to facilitate the necessary and/or desirable early retirement of employees.

Any eligible employee may elect to take early retirement under the terms and conditions set forth in this plan. Early retirement is entirely voluntary and at the discretion of the eligible employee.

Employees of Ulysses USD 214, who may find it necessary or desirable to resign or retire from employment with the district prior to the legal Social Security retirement age with full benefits may elect to resign or retire with benefits in accordance with the terms and conditions hereinafter specified.

EARLY RETIREMENT incentives are defined for purposes of this provision as those benefits to which an employee is entitled and which are paid annually to said employee following the last year of employment until the end of the school year* (August 1 – July 31) in which the employee attains the legal Social Security retirement age with full benefits. The employee shall be entitled to no more than three (3) years of benefits. This retirement benefit shall terminate in the event of death and no payments shall be made to a beneficiary.

An employee who takes early retirement shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number.

The school district shall not make early retirement incentive payments to any employee who has not already begun receiving retirement benefits from KPERS. KSA-72-5395

Any part of the Early Retirement Program or any action pursuant thereto which is contrary to law shall be null and void, but the remainder of the program shall remain in full force and effect.

ELIGIBILITY: 1) is currently a full-time employee; 2) a vested member of the Kansas Public Employee's Retirement System (KPERS) retirement benefits on or before July 31 of the last active year of employment for the district and 3) has twenty (20) or more years of employment service with USD 214, and has reached age 58.

The number of participants in the early retirement program will be five (5). The maximum amount of payment will be \$8,000 each year for three years. The early retirement program will be funded as part of the teacher salary package.

If priority ranking shall ever be needed, the following shall be used:

- A. The number of years of service in USD 214
- B. The age of the individual
- Priority of applicants shall be the greatest total of A + B
- C. In the event of a tie, the person eligible shall be the person with the earlier birthday in the calendar year.

If the maximum number is reached in a given year, for what remains of the three-year period, the retiree can enter the pool at the first opportunity that the maximum number drops below four. [++Once an eligible person has been approved for retirement, but was not able to enter the pool because the maximum number had been reached, that person's right to enter the pool at the first opportunity shall have priority over another applicant for retirement trying to enter the pool at a later date.] In any situation resulting in a tie, the tie-breaking procedure above will be used.

APPLICATION: An employee may apply for incentives by giving written notice to the Superintendent. Retirement must be approved prior to, or concurrent with, the Early Retirement request. An applicant for Retirement and Early Retirement pay must apply between August 1 and March 31 of the school year preceding the school year in which benefits are to be paid.

Written notice shall be submitted to the Superintendent, to include the following information:

- (1) A statement of the employee's desire to receive incentive benefits
- (2) The anticipated last day of active employment and the date of the resignation/retirement notice from the district
- (3) The employee's birth date and age as of the date of the application

- (4) The current mailing address and telephone number of the employee
- (5) The number of years employed by USD 214
- (6) The employee's current salary
- (7) Whether the applicant desires payment of the early retirement benefit to start in January or July
- (8) Whether the employee desires health insurance coverage through the district's health insurance program deduction of annual premiums from the incentive benefit or by the teacher paying the monthly premiums

Following final action by the Board on any application for retirement, the Superintendent shall notify the applicant in writing of the final disposition and the date and amount of incentive benefits to be paid.

BASIS OF INCENTIVE BENEFIT:

The incentive benefits hereunder shall be a monthly or yearly payment determined by the following formula:

† Last calendar year's wage subject to KPERS

x 1%

x Total whole years of USD 214 employment

+The maximum amount of payment will be \$8,000 each year for three years.

The Early Retirement Program will be reviewed annually through the negotiation process; however, for any retiree already in the program, the provisions of the program in effect at the time of retirement shall be guaranteed.

Early retirement benefits will be deposited into a 403B account for each participant in the early retirement program.

ACKNOWLEDGMENT OF FINANCIAL LIABILITY

The Board and the Association shall agree on the total amount due previous certified retirees, not including those retiring after the current school year, for the upcoming school year. After all other matters affecting finance have been settled through the negotiation process, the above agreed upon amount for previous certified retirees shall be deducted from the total amount negotiated for salaries and the base salary shall be adjusted accordingly.

ARTICLE 14. Health Insurance—Medical Coverage

- A. The Board will provide a group medical plan to all half-time or more certified teachers/administrators. The Board contribution shall be up to TBD (or a single premium, whichever is less) per employee per month for all employees in the plan. Dependent coverage may be made available for those eligible employees desiring to cover their dependents. This contribution may be made under the Section 125 plan, or otherwise made by the employee.
- B. It is agreed that the Board of Education may revise, amend or modify this plan at its option at any time. It is further agreed that the benefits payable, and the funding method (whether fully insured or partially self-funded) will be determined by the Board.
- C. If the benefits payable or premium amount is not sufficient to continue to offer this benefit, the plan will be subject to termination.
- D. Benefits or premiums paid due to this plan will not be considered to be a part of the District's Salary and Wage Schedule.
- E. The Board will welcome advice from the District Benefits Committee concerning the plan. The Committee shall be comprised of an administrator appointed by the Board, a member of GCTA, a teacher who is not a member of GCTA jointly appointed by GCTA and the Board, a member of the non-certified

staff appointed by the Board, and a member of the Board. Any recommendations concerning changes must be received at least 35 calendar days prior to the requested change or contract anniversary date.

ARTICLE 15. Sick Leave

Certified staff of USD 214 shall receive 10 days of sick leave at the beginning of each contract year. Unused leave can be accumulated from previous years of employment to a maximum of 60 days.

This sick leave shall cover absences for the employee's own illness, illness in the employee's immediate family (defined below), or persons who make their home with the employee. This sick leave may also be used as bereavement leave for members of the employee's immediate family.

This provision is effective with the 2013-2014 school year. Staff will be given credit for each previous full year of employment with USD 214 to determine their beginning accrued sick leave. Staff will be granted 10 days for each full year of employment, up to a total of 60 days.

Unused sick days can be sold back at the completion of a contract year. A minimum of 30 days of sick time must remain available to the staff member for the next contract year. Payment for unused sick time will not be allowed for staff that do not renew their contract for the next school year. Payments for "sold" sick time will be made with the first payroll of the next school year. Employees who retire from the district and do not obtain employment in another school district for the next school year are also eligible for payment under the schedule below for the total amount of accrued sick time they have earned. A maximum number of 5 days of sick leave will be allowed to "sell" back to the district in any given contract year.

5-9 years	\$100/day
10-14 years	\$110/day
15-19 years	\$120/day
20+ years	\$130/day

*Years of service designated above will be based upon cumulative years of service to USD 214 school district.

Up to **three (3)** sick leave days may be donated to another employee of the district in each contract period. Donated days will be subtracted from the granting employee's total days. Donated days not used cannot be carried forward into another contract year.

Staff will be required to provide proof of medical conditions upon the request of the administration to substantiate absences.

Definition: Immediate family – Spouse, son, daughter, mother, father, grandparents, grandchildren, brother, sister, uncle, aunt, niece, nephew, and in-laws of the previous list where appropriate, stepchild, and stepparent. The Superintendent will make final determination of other questionable requests.

ARTICLE 16. Family and Medical Leave

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;

- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
- Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

ARTICLE 17. Personal Leave

Each employee may be allowed three days of leave with full pay per school year, accumulative to a maximum of four days, for personal business/legal reasons and/or non-family bereavement within the guidelines established by the Board of Education. Each employee who used 2 or fewer personal business days shall receive \$100 for each unused day. One unused personal business day shall not be paid and it will carry over to the next contract year. Each employee may be allowed two additional days of personal leave per school year for personal reasons with a deduction in pay equal to the cost of a substitute. Personal leave is allowed providing a substitute teacher can be obtained.

Personal leave shall not be approved for days immediately preceding or immediately following any vacation period except in emergency and dangerous conditions as approved by the Superintendent. Such approval shall be considered upon receipt by the Superintendent of a signed explanation of the circumstances.

Personal leave must be pre-arranged with the principal and the Superintendent or it shall be disapproved.

Any teacher absent from work for days not covered by sick leave or personal leave will have pay deducted for those days missed at a rate of 1/190 of his/her contract salary for each day absent from work.

Funeral leave, other than family, shall be on the following basis:

- A. For one day of absence -- one day of personal leave.
- B. For one-half day of absence -- one-half day of personal leave.
- C. For approximately 1 to 1 1/2 hours of absence -- if covered by the rest of the staff, no use of personal leave.

ARTICLE 18. Jury Duty

Upon receiving a subpoena or a notice to serve on jury duty, the employee should immediately notify his/her building principal, who will in turn notify the Superintendent.

An employee released to serve on jury duty, or to answer a subpoena for which neither the employee nor his/her immediate family is a litigant, will receive his full salary during the period of such service less an amount equal to any compensation paid him for such service.

ARTICLE 19. Duty Year

Duty year is 190 days. The district calendar may contain less days than the contracted 190 days. The duty year is designated by the approved district calendar, which represents the scheduled contact days with students, planned professional development and other non-student contact days. The calendar is approved annually by the Board of Education upon the recommendation of the Superintendent.

A calendar committee meeting may be requested through the Superintendent.

ARTICLE 20a. Duty Day

Arrival time and departure times for certified employees are as follows for each building:

	<u>Arrival Time</u>	<u>Departure Time</u>
Ulysses High School	7:40 a.m.	3:45 p.m.
Kepley Middle School	7:45 a.m.	3:50 p.m.
Hickok Elementary School	8:00 a.m.	4:05 p.m.
Sullivan Elementary School	8:00 a.m.	4:05 p.m.

With the exception of free time provided when not having regularly scheduled lunch supervision duties, all USD 214 faculty members are to utilize professional duty time in service at respective buildings. In the event of an emergency, a professional staff member may obtain leave from the building through the principal. Personal business for monetary gain shall not be conducted on school time.

ARTICLE 20b. Preparation Period

Each professional employee shall be provided preparation time of no less than forty-five minutes per day, except when periods are shortened to accommodate assemblies, programs or other school activities. Extenuating circumstances will be worked out between the individual teacher and administrator.

ARTICLE 21: One-Half Record-Keeping Day

One-half day at the end of the first nine-week period, one-half day for the second nine-week period (first day back from winter break), and one-half day at the end of the third nine-week period will be scheduled for staff record-keeping with no students in attendance. These half days will be scheduled sometime from the last day of the nine-week period to the day before the day of Parent Conferences at the discretion of the Board of Education.

In the event that school is canceled or not in session on either one or both of these days, this provision of the Negotiated Agreement will be considered not in effect.

ARTICLE 22. Duty Free Lunch

The Board will provide a duty-free lunch for teachers at Hickok, Sullivan, Kepley, and High School provided that the following conditions are met:

- A. A rotation of teachers on lunch duty would be in effect for the first two weeks of school. Teachers in those buildings asked to supervise their students during lunch in the first two weeks of the school year by their building administrator will be compensated with a school lunch.
- B. Paras would be used to supervise the cafeteria area with the principal retaining the authority to establish temporary rotation (up to 5 days at a time) if some problem develops in a particular building needing professional supervision.
- C. Teachers would agree to continue noon hour supervision; e.g. playground, hallway, etc.

ARTICLE 23. Nonrenewal, Reduction in Force, Resignation, Dismissal, and Termination

If and when the USD 214 Board of Education decides that a reduction in force is necessary, the following process shall be followed.

1. The Board shall make the decision to reduce certified staff for the following school year prior to the third Friday in May.
2. The areas to be reduced and the degree of reduction shall be defined by the Board.
3. Voluntary resignations and retirements shall be considered first.
4. If there is insufficient reduction as a result of voluntary attrition, then certified staff members shall be reduced by the following criteria:

The following areas will equal 40% of the total points when determining a reduction:

1. Experience

2. Education level
 3. Professional Development
 4. Endorsements
- a. Experience
 - i. Experience in USD 214 up to 20 years
 - i. One point per year of certified teaching experience in USD 214
 - ii. Other experience
 - i. One-half (1/2) point per year of certified experience outside USD 214 and/or experience in USD 214 beyond year twenty (20)
 - b. Educational level
 - i. Column 1 = 2 points
 - ii. Column 2 = 4 points
 - iii. Column 3 = 6 points
 - iv. Column 4 = 8 points
 - v. Column 5 = 10 points
 - vi. Column 6 = 12 points
 - vii. Column 7 = 14 points
 - viii. Column 8 = 16 points
 - ix. Column 9 = 18 points
 - x. Column 10 = 20 points
 - c. Professional Development
 - i. One point for each 60 points of Inservice approved in last three-year period
 - ii. Credit only given for Application and/or Impact points
 - d. Endorsements
 - i. One point for each endorsement on current teaching license.

The following area will equal 60% of the total points when determining a reduction:

- a. Performance
 - ii. Performance (60%)
 - a. The following area will equal 60% of the total points when determining a reduction. This will be based on the most recent formal evaluation/s (4 sections)
 - i. Distinguished = 15 points
 - ii. Proficient = 10 points
 - iii. Developing = 5 point

Total points from:

- Experience
- Educational level
- Professional Development
- Endorsements

Total points x .4 =

- Performance

Total points x .6 =

Total of both categories =

(In the event of a tie score, the tiebreaker will be the highest Performance score.)

Any certified staff member who has been reduced shall retain the right to recall to the first available position(s) for which the person is qualified prior to the employment of outside candidates. Recall rights shall terminate 365 days after the date of notification. Recall shall be by registered letter to the certified staff member's last known mailing address. The certified staff member shall respond to such notice in writing within fifteen (15) days of posting, or forfeit the offer. It shall be the staff member's responsibility to notify the District's Office of his/her current mailing address.

A certified staff member, upon recall, will be given credit on the salary schedule for all previously credited years of service. **To be reviewed annually**

ARTICLE 24. Exclusive Rights and Recognition for GCTA

Whereas, the Grant County Teachers' Association has applied to the Board of Education of USD 214 for recognition as the exclusive representative of a negotiating unit consisting of all classroom teachers and other professional employees, excepting administrative employees, pursuant to the provisions of Chapter 284, 1970 Laws of Kansas:

Now, therefore, be it RESOLVED that the term "professional employees, excepting administrative employees" is interpreted by this Board to include:

- (1) Certified teachers employed in a position of classroom instruction; and
- (2) Curriculum directors and department heads who also are employed in a position requiring part-time classroom instruction; and
- (3) Guidance counselors.

Be it further RESOLVED that said term is interpreted to exclude:

- (1) All employees holding positions requiring an administrator's certificate to hold the position; and
- (2) Supervisory personnel, curriculum directors and department heads occupying positions not requiring part-time classroom instruction; and
- (3) Substitute teachers; and
- (4) All other non-certificated personnel.

Whereas, the Board of Education of Unified School District 214, Grant County, Kansas, has been presented with an application for recognition as the exclusive representative of certain certified teachers and professional employees by the Grant County Teachers' Association of said Unified School District, pursuant to L. 1970, Ch. 284; and

Whereas, said application and the evidence attached thereto are hereby found to comply with the requirements of Section 4 of L. 1970, Ch. 284; and

Whereas, said Board of Education does not have a good faith doubt as to the accuracy or validity of said application or the evidence attached thereto; now therefore

Be it RESOLVED by the Board of Education of Unified School District 214, Grant County, Kansas:

Section 1. That pursuant to L. 1970, Ch. 284, Grant County Teachers' Association of Unified School District 214, Grant County, Kansas, is hereby recognized as the exclusive representative of the certified teachers and professional employees of said school district described in said application for recognition.

ARTICLE 25. Teacher Appraisal Procedures

A. Philosophy and Purpose

1. Evaluation of personnel is a vital process in the improvement of instruction. The evaluation program is designed to facilitate individual performance and foster self-development so that all professional staff members shall perform effectively the services for which they have been hired in a competent manner.
2. The primary purpose of the evaluation program is to establish a system for accurately appraising individual performance, assist each staff member toward self-improvement, and promote growth in personal effectiveness so that there is maximum contribution by all staff members toward attainment of the educational goals of the school district.

B. General Evaluation Procedures

1. Evaluation procedure for all professional teaching staff members shall include self-evaluation and goal-setting, classroom observations by the building administrator or their administrative representative, and such other evaluative procedures as the Superintendent/Assistant Superintendent of schools may deem appropriate. Administrators in the central office will be involved in the evaluation process frequently.
2. All classroom observations may be conducted on an unannounced basis.
3. All observations of the work performance of a teacher will be conducted openly, with the full, but not necessarily prior, knowledge of the teacher being observed. The use of eavesdropping, public address or audio system, hearsay evidence, or similar surveillance devices is strictly prohibited.

The evaluator may have access to and may review previous reports before conducting the current observation.

5. A written report shall be created from the observation. This report shall be presented to the teacher within three days of the date of the observation in a conference between the evaluator and the teacher. The final document shall be submitted after conferencing with the teacher. The teacher shall have up to two weeks from the date of the conference to respond in writing. Responding statements shall be attached to the original report and made a part thereof. Both parties should sign all documentation and be provided signed copies.
6. A separate evaluation instrument shall be completed for each teacher evaluated. The specific instrument shall be determined by BOE approval.
7. Evaluators shall complete an evaluation instrument for each teacher under his/her supervision each year.
8. A teacher's signature upon the observation report and the evaluation instrument is requested, but does not necessarily constitute agreement with those documents.
9. The building principal shall submit all evaluations conducted within the building, for which administratively responsible, to the Superintendent of USD 214 who will review such evaluation, and cause it to be placed in the personnel file of the employee. One file shall be kept by the building principal. All evaluation reports and responses thereto shall be maintained in the personnel files for each employee for a period of not less than five (5) years from the date each evaluation is made.
10. Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated employees, the Board and its attorney, the administrative staff making the same, the State Board of Education as provided in KSA 72-7515, the Board and the administrative

staff of any school to which such employee applies for employment and other persons specified by the employee in writing to the Board.

C. Evaluation Process and Time Lines

1. Building Administrators shall provide to staff the evaluation instrument and instructions at the beginning of each school year. Notification to teachers who will be evaluated should occur in a timely fashion.
2. New Teachers to the District shall be evaluated at least one time per semester for the first two consecutive years of employment. This evaluation will consist of a formal classroom observation as defined by the building administrator. Walk-through evaluations may also be conducted throughout the school year by all district administrators.
3. During the first two years of consecutive employment, evaluations are to be completed no later than the 60th school day of the semester.
4. During the third and fourth year of consecutive employment, teachers should be evaluated once per school year.
5. Observations should be conducted over a significant portion of an instructional period.
6. All other teachers not covered by 1 through 4 shall be evaluated no less than once every three years.
7. Evaluations shall be conducted no later than February 15th for teachers on the once per year schedule.
8. All other provisions in B apply to evaluations.

D. Teachers shall be notified in writing of intended termination of employment no later than the 3rd Friday in May.

E. The Superintendent shall report to the Board any information or evaluation which may provide the basis for suspension or dismissal during the term of an employee's contract.

F. Informal Evaluation: These policies do not preclude informal conferences or observations between teacher and colleague or supervisor, which may be placed in the teacher's personnel file. Teachers may request to have these documents added to their file. All documents added by the building administrator will be discussed with the teacher prior to their placement. All documents added must be signed by the administrator and teacher.

F. A teacher may elect to have the informal classroom walkthroughs (ULW's) conducted by all administrators of the district included in their evaluation. The walkthroughs can be utilized in lieu of the classroom observation or they can be used to supplement the information obtained through the classroom observation. A teacher who elects to have the classroom walkthroughs included in their formal evaluation should notify their building administrator at the beginning of the school year. At their discretion, a building administrator shall also have the right to require the full classroom observation as part of the evaluation process.

ARTICLE 26. Liquidated Damages

Any certified staff member who submits a late resignation will be subject to the following liquidated damages:

June 15 th	5% of their current salary
July 1 st	8% of their current salary
July 15 th	10% of their current salary
August 1 st	15% of their current salary

The penalties for late resignations may be waived if it is determined that the cause for the late resignation is due to catastrophic reasons. (i.e., transfer of spouse (employment), illness of immediate family member, death of immediate family member)

ARTICLE 27. Health and Wellness

Certified staff members and immediate family members will be able to use the swimming facility at no cost.

Certified staff members will be able to utilize any pre-approved fitness facility. Participants must use the facility at least 12 times a month to be reimbursed. Reimbursements will be made quarterly upon completion of the necessary paperwork. There is a \$45 per person monthly cap. There is a \$5,000 yearly cap on this benefit. Specific details concerning the procedure for usage of the above facilities by certified staff will be set by district administration and a representative of GCTA.

ARTICLE 28. Incentive for Receiving Master's Degree

Teachers who apply to a graduate program and complete their Master's degree will be eligible for a \$1000 stipend (*payable in the following contract year*) subject to approval from the Superintendent and/or their Designee. Approval must be sought from the Superintendent before the teacher is admitted to graduate school. When a resignation is received, no *payments will be made*.

ARTICLE 29: Professional Dress

Appropriate professional dress demonstrates a high regard for education and the teaching profession, and will present an image consistent with the job responsibilities and community values and expectations. Appropriate professional dress reflects a shared vision of the district's staff as motivated professionals working toward a common mission. In addition, it strengthens the community's perception toward the district, public schools, and the teaching profession.

The Board of Education encourages appropriate dress that adheres to commonly accepted business casual standards of grooming and dress for all district employees. Clothing should meet the minimum standard of business casual (examples below – does NOT constitute a complete list):

1. Men – slacks and/or colored jeans; collared shirt; sweaters; sports coats
2. Women – slacks and/or colored jeans; modest blouse/top; skirts, dresses; dress shorts/capris, suits
3. Shoes – dress shoes; dress sandals; athletic shoes
4. Prohibited Items: Blue Jeans; Holes in Pants/Jeans; Athletic/Jogging Suits; Leggings as a Stand Alone wardrobe item; Flip Flops; T-shirts; Sweatshirts

A teacher who is uncertain about whether a clothing item qualifies as business casual should ask their building principal. An employee may request an exception due to health considerations from their supervisor.

Professional appearance of staff members includes dress, accessories, body adornments, and grooming. Clothing, shoes and accessories are clean, in good repair and promote a working and learning environment that is free from unnecessary disruption.

Professional dress is appropriate during the workday and anytime employees attend work-related activities. Attire should be appropriate for the educational activity to be engaged in that day and should be appropriate for the role of the teacher or staff member in each activity (ex: PE teachers wearing athletic apparel). Clothing should convey a professional image by being coordinated, modest and appropriate for a classroom or educational setting.

Teachers may wear blue jeans only on the following occasions (athletic shoes and a school shirt may also be worn on these occasions):

Workdays

In-service days for USD 214 employees only

Travel time to and from events outside the District

Special days designated by the building principal

Every Friday, with the exception of days designated for parent/teacher conferences and with the exception of other special occasions approved by the Superintendent.

The Board and the Association must agree to any additions to this list.

Discipline issues regarding professional dress will be handled by school principals after consultation with the Superintendent or his/her designee as follows:

1. One verbal warning
2. Conference with the teacher, documented on a Conference Report (Form 57)
3. Written reprimand
4. Documentation in the teacher's evaluation

ATTACHMENT A: Salary Schedule

**TEACHER SALARY SCHEDULE FOR 2021-2022 SCHOOL YEAR
USD 214, ULYSSES, KANSAS**

STEP/YEARS EXP	BS	BS +8	BS +16	BS +24	BS +40	MS	MS +8	MS +16	MS +24	MS +32	BONUS
Step 1/00Years	44275	45075	45875	46675	47675	48575	49475	50375	51325	52300	
Step 2/01 Years	45175	45975	46775	47575	48575	49475	50375	51275	52225	53200	
Step 3/02 Years	46075	46875	47675	48475	49475	50375	51275	52175	53125	54100	
Step 4/03 Years	46975	47775	48575	49375	50375	51275	52175	53075	54025	55000	
Step 5/04 Years	47875	48675	49475	50275	51275	52175	53075	53975	54925	55900	
Step 6/05 Years	48775	49575	50375	51175	52175	53075	53975	54875	55825	56800	
Step 7/06 Years	49675	50475	51275	52075	53075	53975	54875	55775	56725	57700	
Step 8/07 Years	50575	51375	52175	52975	53975	54875	55775	56675	57625	58600	
Step 9/08 Years	51475	52275	53075	53875	54875	55775	56675	57575	58525	59500	
Step 10/09 Years	52375	53175	53975	54775	55775	56675	57575	58475	59425	60400	
Step 11/10 Years	53275	54075	54875	55675	56675	57575	58475	59375	60325	61300	
Step 12/11 Years		54975	55775	56575	57575	58475	59375	60275	61225	62200	
Step 13/12 Years			56675	57475	58475	59375	60275	61175	62125	63100	
Step 14/13 Years				58375	59375	60275	61175	62075	63025	64000	
Step 15/14 Years					60275	61175	62075	62975	63925	64900	
Step 16/15 Years					61175	62075	62975	63875	64825	65800	
Step 17/16 Years					62075	62975	63875	64775	65725	66700	
Step 18/17 Years							64775	65675	66625	67600	
Step 19/18 Years								66575	67525	68500	
Step 20/19 Years									68425	69400	
Step 21/20 Years										70300	
Step 22/21 Years										71200	
Step 23/22 Years										72100	73100
Step 24/23 Years											74000
Step 25/24 Years											74900
Step 26/25 Years											75800
Step 27/26 Years											76700
Step 28/27 Years											77600
Step 29/28 Years											78500
Step 30/29 Years											79400
Step 31/30 Years											80300
Step 32/31 Years											81200
Step 33/32 Years											82100

ATTACHMENT B: Supplemental Salary Schedule and Position

**UNIFIED SCHOOL DISTRICT 214
ACTIVITY SALARY SCHEDULE 2021-2022**

ACTIVITY	2021-2022 Salary Base	2021-2022 % of Base	2021-2022 Base \$	Exp Yrs	Exp %	2021-2022 Exp \$	2021-2022 Base&Exp \$
BASEBALL ASST	44,275	5%	2,214				
BASEBALL ASST	44,275	5%	2,214				
BASEBALL HEAD	44,275	9%	3,985				
BBB 7TH ASST	44,275	4%	1,771				
BBB 7TH HEAD	44,275	6%	2,657				
BBB 8TH ASST	44,275	4%	1,771				
BBB 8TH HEAD	44,275	6%	2,657				
BBB 9	44,275	7%	3,100				
BBB VARSITY ASST	44,275	7%	3,100				
BBB VARSITY HEAD	44,275	13%	5,756				
CHEER-JV/9BB	44,275	3%	1,329				
CHEER-JV/9FB	44,275	3%	1,329				
DANCE TEAM - FALL	44,275	3%	1,329				
DANCE TEAM – WINTER	44,275	3%	1,329				
CHEER-VBB	44,275	5%	2,214				
CHEER-VFB	44,275	5%	2,214				
CHEER-VWR	44,275	5%	2,214				
CROSS COUNTRY ASST	44,275	5%	2,214				
CROSS COUNTRY ASST	44,275	5%	2,214				
CROSS COUNTRY HEAD	44,275	9%	3,985				
FB 7TH ASST	44,275	4%	1,771				
FB 7TH HEAD	44,275	6%	2,657				
FB 8TH ASST	44,275	4%	1,771				
FB 8TH HEAD	44,275	6%	2,657				
FB VARSITY ASST	44,275	7%	3,100				
FB VARSITY ASST	44,275	7%	3,100				
FB VARSITY ASST	44,275	7%	3,100				
FB VARSITY ASST	44,275	7%	3,100				
FB VARSITY ASST	44,275	7%	3,100				
FB VARSITY HEAD	44,275	13%	5,756				
GBB 7TH ASST	44,275	4%	1,771				

Total Years Coaching Per Sport
 1/2 % X Coaching Years

ACTIVITY	2021-2022 Salary Base	2021-2022 % of Base	2021-2022 Base \$	Exp Yrs	Exp %	2021-2022 Exp \$	2021-2022 Base&Exp \$
GBB 7TH HEAD	44,275	4%	1,771				
GBB 8TH ASST	44,275	4%	1,771				
GBB 8TH HEAD	44,275	6%	2,657				
GBB 9	44,275	7%	3,100				
GBB VARSITY ASST	44,275	7%	3,100				
GBB VARSITY HEAD	44,275	13%	5,756				
GOLF GIRLS ASST	44,275	3%	1,329				
GOLF GIRLS HEAD	44,275	6%	2,657				
GIRLS TENNIS HEAD	44,275	6%	2,657				
GOLF BOYS ASST	44,275	3%	1,329				
GOLF BOYS HEAD	44,275	6%	2,657				
SOFTBALL ASST	44,275	5%	2,214				
SOFTBALL ASST	44,275	5%	2,214				
SOFTBALL HEAD	44,275	9%	3,985				
TENNIS BOYS HEAD	44,275	6%	2,657				
TRACK ASST	44,275	5%	2,214				
TRACK ASST	44,275	5%	2,214				
TRACK ASST	44,275	5%	2,214				
TRACK ASST	44,275	5%	2,214				
TRACK ASST	44,275	5%	2,214				
TRACK ASST	44,275	5%	2,214				
TRACK ASST	44,275	5%	2,214				
TRACK ASST	44,275	5%	2,214				
TRACK ASST	44,275	5%	2,214				
TRACK ASST	44,275	5%	2,214				
TRACK HEAD MS	44,275	7%	3,100				
TRACK HEAD VARSITY	44,275	11%	4,871				
VB 7TH ASST	44,275	4%	1,771				
VB 7TH HEAD	44,275	6%	2,657				
VB 8TH ASST	44,275	4%	1,771				
VB 8TH HEAD	44,275	6%	2,657				
VB 9	44,275	5%	2,214				
VB VARSITY ASST	44,275	5%	2,214				
VB VARSITY HEAD	44,275	9%	3,985				

Total Years Coaching Per Sport

1 1/2 % X Coaching Years

ACTIVITY	2021-2022 Salary Base	2021-2022 % of Base	2021-2022 Base \$	Exp Yrs	Exp %	2021-2022 Exp \$	2021-2022 Base&Exp \$
WR 7-8 ASST	44,275	6%	2,657				
WR 7-8 HEAD	44,275	6%	2,657				
WR VARSITY ASST	44,275	7%	3,100				
WR VARSITY ASST	44,275	7%	3,100				
WR VARSITY ASST (G)	44,275	7%	3,100				
WR VARSITY HEAD	44,275	13%	5,756				
DEBATE ASST	44,275	5%	2,214				
DEBATE HEAD	44,275	7%	3,100				
DR ED COORDINATOR	44,275	5%	2,214				
FCCLA	44,275	7%	3,100				
FBLA	44,275	4%	1,771				
FFA	44,275	7%	3,100				
FORENSICS	44,275	5%	2,214				
HOUSE (W-5)	44,275	7%	3,100				
INSTR MUSIC ASST	44,275	5%	2,214				
INSTR MUSIC ASST	44,275	5%	2,214				
INSTR MUSIC HEAD	44,275	7%	3,100				
LIGHTS/SOUND/TECH	44,275	4%	1,771				
MUSICAL ASST	44,275	5%	2,214				
MUSICAL ASST	44,275	5%	2,214				
MUSICAL ASST	44,275	5%	2,214				
MUSICAL HEAD	44,275	6%	2,657				
PIT BAND	44,275	5%	2,214				
INDUSTRIAL ARTS CLUB	44,275	4%	1,771				
SCHOLAR BOWL (UHS - head)	44,275	5%	2,214				
SCHOLAR BOWL (UHS – asst)	44,275	3%	1,329				
SCHOLAR BOWL (KMS – head)	44,275	5%	2,214				
SCHOLAR BOWL (KMS – asst)	44,275	3%	1,329				
ENTREPRENEUR CLASS	44,275	7%	3,100				
STUCO KMS	44,275	3%	1,329				
STUCO KMS	44,275	3%	1,329				
CONCESSIONS	44,275	7%	3,100				
OM UHS	44,275	5%	2,214				
OM KMS	44,275	5%	2,214				

Total Years Coaching Per Sport

1 1/2 % X Coaching Years

ACTIVITY				Exp Yrs	Exp %	2021-2022 Exp \$	2021-2022 Base&Exp\$
OM ELEMENTARY	44,275	5%	2,214			Total Years Coaching Per Sport	1/2 % X Coaching Years
STUCO UHS	44,275	6%	2,657				
UHS YEARBOOK	44,275	7%	3,100				
VOCAL MUSIC HEAD	44,275	7%	3,100				
VOCAL MUSIC ASST	44,275	5%	2,214				
VOCAL MUSIC ASST (SC)	44,275	5%	2,214				
WEIGHTS SUM ASST (G)	44,275	4%	1,771				
WEIGHTS SUM ASST (B)	44,275	4%	1,771				
WEIGHTS SUM (GIRLS)	44,275	6%	2,657				
WEIGHTS SUM (BOYS)	44,275	6%	2,657				
AFTER SCHOOL WEIGHTS	44,275	6%	2,657				
WEIGHTS SUM (KMS – G)	44,275	5%	2,214				
WEIGHTS SUM (KMS – B)	44,275	5%	2,214				

	BASE	MAXIMUM
JR PROM SPONSOR	800	800
JR PROM SPONSOR	800	800
NHS UHS	500	500
PDC UHS	200	200
PDC UHS	200	200
PDC KMS	200	200
PDC SULLIVAN	200	200
PDC HICKOK	200	200
SPELLING BEE COORDINATOR	300	300
YEARBOOK KMS	300	300
YEARBOOK SULLIVAN	300	300
YEARBOOK HICKOK	300	300

The new supplemental salaries added to the base salary structure begin at Year 1 for the 2021-2022 school year

A new coach to the district shall be awarded coaching experience at the discretion of the superintendent. Experience will be awarded, sport to sport (1:1) except for:

- MS Asst to MS Head (2:1)
- MS Head to HS Head (2:1)
- HS Asst. to HS Head (2:1)

A coach moving from a middle school assistant position to a high school head position will be placed on the supplemental salary schedule and awarded years of experience at the discretion of the superintendent. The maximum total years of experience for head coaching positions will be 15 years and the maximum years of assistant coaching experience will be ten years.

OTHER DUTIES

Counselor-High School Summer (Per Day)	175
Counselor-Elementary Summer (Per Day)	175
Librarian-Summer (30 hours @ \$35 per hour)	1,050
Vo-Ag High School Summer (Per Day)	175

ATTACHMENT C: Employment Contract

UNIFIED SCHOOL DISTRICT 214 TEACHER CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, _____, by and between **the Board of Education of USD No. 214, Grant County, Ulysses, Kansas**, hereinafter called the “Board”, and _____ hereinafter called the “Teacher”.

The parties hereto agree that the Teacher shall be employed by the Board as a certified teacher of said Unified School District No. 214, Grant County, Ulysses, Kansas, for the school year _____, which shall include 190 duty days of teaching and other assignments as designated by the Board at the salary of \$ _____ for said year (**Step:** ____, **Column:** ____), payable in twelve (12) equal installments, on or before the last day of each month, commencing September ____, subject to the following terms and conditions:

1. Responsibilities of Teacher.

A. Duties Performed.

The duties to be performed by the Teacher hereunder shall be as determined by the Board, or their designee, and the Board reserves the right to assign, transfer or reassign the Teacher to any school, and to any teacher duties for which the teacher is qualified during the normal school day and during the school year. Teacher preference will be considered. Teachers whose teaching assignment includes duties to be performed beyond the school day and/or school year (i.e., instrumental music, vocal music, speech, library, guidance, agriculture) shall be compensated for those duties under a supplemental contract.

B. Kansas Instructors Certificate.

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

C. Certificate of Health.

As a condition to entering or continuing employment, the Teacher is required to submit a Certificate of Health signed by a licensed physician as provided by K.S.A. 72-5213.

2. Criminal History Records Check.

Teacher’s employment hereunder shall be subject to a criminal history records check as required by state law. Notwithstanding any other provisions to the contrary, if the results of the criminal history records check reveal the Teacher has been convicted of any offense, or of any attempt to commit an offense, specified in K.S.A. 1999 Supp. 72-1397, and amendments thereto, this contract shall be subject to termination by the employing Board of Education, without further proceedings and without reference to any other law or contractual arrangement.

3. Board Policies.

The Teacher and the Board shall be subject to the policies, orders, rules and regulations of the Board currently in existence and hereafter made. Board policies which are negotiated shall be so designated.

4. Purchases and Contracts.

The Teacher shall not make any purchases for his/her department, or incur any obligations, or enter into any contracts for which the Board shall be responsible, without first having received approval either from the Board of Education, Principal or Superintendent of Schools.

5. Early Termination of Contract.

In the event the employment of the Teacher shall be terminated for any reason (including resignation) prior to the expiration of the term of this contract, then in that event:

A. Salary – the salary paid as above specified shall be prorated, taking into consideration the number of days of actual service. After payment of said sum, USD 214's obligation to make further monthly payments on the salary (and all other terms including accumulation of personal and sick days) described in the Teacher Employment Agreement shall terminate.

B. Liquidated Damages – the Teacher shall pay to USD 214 as liquidated damages, pursuant to the Teacher Employment Agreement (Article 26, "Late Resignation") 15% of the total annual salary under the Teacher Contract, including benefits.

C. Health Insurance – USD 214's obligation to provide health insurance for the Teacher shall terminate as of the date of termination with the teacher remaining eligible for COBRA benefits.

D. Within 7 days of termination or resignation, the Teacher shall return all of USD 214's property to school district premises and shall remove his/her personal property from the school district premises.

6. Cash Basis Law.

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

7. Miscellaneous.

A. The above represents the agreements of the parties hereto.

B. Time is of the essence of this Contract and this contract should be signed by the Teacher and placed on file with the Superintendent of Schools on or before the ____ day of _____, ____.

IN WITNESS WHEREOF, the parties hereto set their hands on the day and year first written above.

USD 214

By:

President, Board of Education

ATTEST:

Clerk, Board of Education

ATTACHMENT D: Application for Credit Hour Reimbursement

Ulysses USD 214 Application for Credit Hour Reimbursement

The USD 214 Board of Education has agreed to reimburse teachers actual tuition costs for up to 8 credit hours @ a maximum \$300 credit hour earned to a maximum of \$2400 per year, for hours taken September 1 - August 31 of the current year. This reimbursement is intended to offset the cost of tuition and fees only.

Only hours listed on the official transcript of a four-year college or university and in the teacher's field or a related field will be counted on Salary Schedule Placement. Courses outside the teacher's field(s) will be counted only with prior approval of the Superintendent.

College or University from which hours are granted _____
Semester credit was granted _____

NAME OR COURSE	NUMBER	GRAD/UNDERGRAD	HOURS
_____	_____	_____	_____
_____	_____	_____	_____

Amount of Reimbursement Requested: _____

When a resignation is received, no further tuition reimbursements will be paid.

REIMBURSEMENTS MUST BE FOR THE TEACHER'S OUT-OF-POCKET EXPENSE TO INCLUDE TUITION AND FEES. COSTS PAID BY ANOTHER ENTITY (MATH/SCIENCE FUNDS, SOUTHWEST PLAINS REGIONAL SERVICE CENTER, HPEC, KS STATE DEPT. OF ED., ETC.) SHALL NOT BE REIMBURSABLE. COURSES MUST BE COMPLETED AND REIMBURSED IN A SEPTEMBER TO SEPTEMBER PERIOD. NO CARRYOVER.

Signed by Teacher Date

A proof of payment (cancelled check or copy of credit card statement, evidence of loan applied directly to the college in the teacher's name, or receipt from the college showing that the teacher had paid for the classes) and a grade card or transcript are required for verification.

Approved for reimbursement _____
USD 214 Date

GRIEVANCE REPORT - CERTIFIED PERSONNEL

Grievant shall follow procedures set forth in the Teacher's Employment Agreement.

Grievance # _____ Ulysses Unified School District 214

Building _____ Assignment _____ Date Filed _____

Name of Grievant _____ SS# _____

LEVEL 1

(Informal and/or formal conference with principal or supervisor)

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief sought _____

Signature

Date

C. Disposition by principal or supervisor _____

Signature

Date

(Appeal to Superintendent)

A. Date received by Superintendent or designee _____

B. Disposition by Superintendent or designee _____

Signature Date

C. Position of Grievant _____

Signature Date

D. Date of conference with Superintendent and/or designee _____

LEVEL 3

(Meeting with Board of Education)

A. Date of written request to Clerk of the Board of Education _____

B. Date of the Board of Education meeting _____

C. Decision rendered by Board _____

Signature Date

D. Position of grievant _____

Signature Date

ADDENDUM

This Memorandum of Understanding (MOU) has been developed by and between the USD 214 Board of Education and the Grant County Teacher's Association (GCTA). Due to the unique challenges the COVID-19 pandemic presents to the successful and safe completion of the 2021-2022 school year, both entities agree to the following.

1. Sick Leave – Families First Coronavirus Response Act (FFCRA)
 - a. Employees are entitled leave as part of the FFCRA through December 31, 2020
 - b. Continue to allow the superintendent to address each individual situation as they occur and allow him flexibility in handling the time off needed per situation
 - c. Quarantine considerations: personal responsibilities, spousal support, family, age of children, and a past positive = modified quarantine in the future
2. Leave Assurance – If a teacher is placed in quarantine and is meeting their contractual obligation of instruction (regardless of whether it is at home or in the school buildings) they will be considered present. No leave shall be charged. This flexibility will allow teachers to work from home during quarantine periods as they are able. Paid leave will only be needed if an employee is physically unable to perform their job duties.
3. All provisions of the collective bargaining agreement between USD 214 and GCTA will remain in effect, except to the extent such provisions have been modified by this MOU.
4. This agreement shall expire upon completion of the 2021/2022 school year.
5. This MOU shall not be used as a precedent or cited as a practice by either the BOE or the Association in any proceeding whatsoever except to enforce the terms of this MOU.

This agreement will become effective provided it is ratified by a majority of the members of the Board and the professional employees in the negotiation unit. This agreement may be modified only through voluntary mutual consent of the parties in the written and signed amendments to this agreement. The Board and the Grant County Teachers Association agree to the commitment contained herein and give them full force and effect.

Grant County Teachers Association

Board of Education, USD #214

President

Margaret Nightengale

Negotiator

Jim Wilson

September 1, 2021

Mike Meyer

Ron Smith

Jamie Kratzer

Clay Scott

Diana Nunez

September 1, 2021