



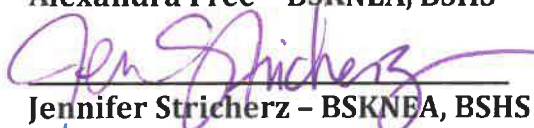
**Unified School District 204  
Bonner Springs / Edwardsville Board of Education &  
Bonner Springs Kansas National Education Association**


**Negotiated Agreement  
For the 2023-24 Contract Term**

**All Changes and Amendments Signed  
and Attested by the Following:**


***BSKNEA NEGOTIATING TEAM***

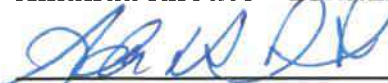
  
\_\_\_\_\_  
**Alexandra Free - BSKNEA, BSHS**


  
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**Jennifer Stricherz - BSKNEA, BSHS**

  
\_\_\_\_\_  
**Lisa Rockhold - BSKNEA, CMS**

  
\_\_\_\_\_  
**Sharon Painter - BSKNEA, BSE**


  
\_\_\_\_\_  
**Amanda Rhodes - BSKNEA, BSE**


  
\_\_\_\_\_  
**Adam Meschke - BSKNEA, DRE**

  
\_\_\_\_\_  
**Rachelle Thoman - BSKNEA, EDW**

***BOARD NEGOTIATING TEAM***

  
\_\_\_\_\_  
**Dan Brungardt - Superintendent**

  
\_\_\_\_\_  
**Rick Moulin - Deputy Superintendent**

  
\_\_\_\_\_  
**Kim Beets - USD 204 BOE**

  
\_\_\_\_\_  
**Jennifer McConico - USD 204 BOE**

  
\_\_\_\_\_  
**Chris Russell - USD 204 BOE**

**Stormi Vitt - Administrative Asst.**

**Contents**

ARTICLE I - PROCESS AND PROCEDURES..... 5

- Section A – Purpose:.....5
- Section B - Selection of Teams: .....5
- Section C - Good Faith: .....5
- Section D - Basic Information: .....5
- Section E - Proposals and Counter-Proposals: .....5
- Section F – Meetings: .....5
- Section G - Processing Agreements:.....5
- Section H – Representation:.....5
- Section I - Length of Procedural Agreement: .....5

ARTICLE II - PRINTING AND DISTRIBUTION ..... 6

ARTICLE III - LEAVE POLICY..... 7

- Section A - Sick Leave: .....7

  - Paragraph 1: Accumulation: .....7
  - Paragraph 2: Unused Accumulated Sick Leave: .....7
  - Paragraph 3: Pay for Accumulated Sick Leave at Retirement: .....7
  - Paragraph 4: Use of Sick Leave:.....7

- Section B - Family Leave Act:.....7
- Section C - Personal Leave:.....7
- Section D - Temporary Leave: .....8

  - Paragraph 1: Emergency Leave: .....8
  - Paragraph 2: Legal Leave:.....8
  - Paragraph 3: Professional Leave: .....8
  - Paragraph 4: Association Business Leave:.....8
  - Paragraph 5: Bereavement Leave: .....9

- Section E - Leaves for Travel, Professional Study or Improvement of Health:.....9

  - Paragraph 1: Application: .....9
  - Paragraph 2: Committee: .....9
  - Paragraph 3: Replacement: .....9
  - Paragraph 4: Agreement to Teach: .....9
  - Paragraph 5: Step on Salary Schedule:.....9
  - Paragraph 6: Consideration of Application: .....9

- Section F - Assault Leave:.....9

  - Paragraph 1: Eligibility: .....10
  - Paragraph 2: Salary: .....10
  - Paragraph 3: Benefits Available: .....10
  - Paragraph 4: Overpayment:.....10
  - Paragraph 5: Reporting Incident:.....10
  - Paragraph 6: Accumulation:.....10
  - Paragraph 7 - Explanation:.....10
  - Paragraph 8: Physical Exam: .....10

- Section G - Miscellaneous Conditions:.....10

  - Paragraph 1: Leave: .....10
  - Paragraph 2: Daily Absence: .....10
  - Paragraph 3: Ruling of the Board:.....11
  - Paragraph 4: Worker's Compensation:.....11
  - Paragraph 5: Absence From Buildings: .....11
  - Paragraph 6: Deduction: .....11

- Section H - Sick Leave Pool:.....12
- SICK LEAVE POOL APPLICATION ..... 14

ARTICLE IV - PAY DATE.....15

- Section A – Section 125 Plan:.....15
- Section B – Medical Insurance Benefit: .....15
- 3. Medical Plan / Premium Differential .....15
- Section C - Early Retirement Benefits: .....16

  - Paragraph 1: Eligibility: .....16
  - Paragraph 2: Application:.....16
  - Paragraph 3: Benefits:.....16
  - Paragraph 4: Definition of Terms:.....17

ARTICLE V - ASSIGNMENT & TRANSFER .....18

- Section A - Notification: .....18
- Section B - Right to Meeting: .....18
- Section C - Notice of Involuntary Transfer:.....18
- Section D - Posting of Vacancies: .....18
- Section E - Vacancy List:.....18
- Section F - Request for Transfer: .....18
- Section G - Retainage of Rights:.....18

ARTICLE VI - PART-TIME TEACHING .....	19	Level Four - .....	25
Section A - Compensation: .....	19	Level Five - .....	25
Section B - Fringe Benefits:.....	19	ARTICLE XII - LUNCH ROOM DUTY.....	28
ARTICLE VII - COUNCILS & COMMITTEES.....	19	ARTICLE XIII - MILEAGE.....	28
Section A - Committee Structure: .....	19	ARTICLE XIV - REDUCTION OF PERSONNEL (Neg. 1979) .....	28
Paragraph 1: Remuneration for Committee Work:.....	19	Section A - Cause for Grievance.....	28
Section B - Meet & Confer Committee:.....	19	Section B - Procedure.....	28
ARTICLE VIII - CLASS SIZE.....	21	Section C - Commitment of Board and Association .....	28
Section A - Median Class K-5: .....	21	ARTICLE XV - RECALL .....	29
Section B - Median Class Secondary:.....	21	Section A - Prior to Lay-off.....	29
Paragraph 1: Required Classes: .....	21	Section B - Recall Procedures.....	29
Paragraph 2: Electives and Special Classes:.....	21	Section C - Initiating Recall.....	29
Section C - Exceeding the Median: .....	21	Section D - Substitutes .....	29
Section D - Special Programs:.....	21	Section E - Recall Rights .....	29
ARTICLE IX - PLANNING PERIODS.....	22	Section F - Re-employment:.....	29
Section A – Policy: .....	22	Paragraph 1: Accumulated Sick Leave .....	29
Section B - Faculty Meetings .....	22	Paragraph 2: Salary Step .....	29
Section C - Secondary Teachers:.....	22	Section G - Current List .....	29
Section D - Work Day:.....	23	ARTICLE XVI - SALARY SCHEDULE .....	30
ARTICLE X - DISTRICT CALENDAR .....	23	SUPPLEMENTAL SALARY SCHEDULE AND Teaching an Extra Class .....	30
ARTICLE XI - GRIEVANCE PROCEDURE .....	24	Section A - Salary Schedule .....	30
Paragraph 1: Grievance: .....	24	Section B – Substitutes: .....	<b>Error! Bookmark not defined.</b>
Paragraph 2: Teacher: .....	24	Paragraph 1: By Classroom Teacher .....	<b>Error! Bookmark not defined.</b>
Paragraph 3: Aggrieved Person: .....	24	Paragraph 1: Purpose of Schedule .....	33
Paragraph 4: Party In Interest: .....	24	Paragraph 2: Placement on Schedule .....	33
Paragraph 5: Days:.....	24	Paragraph 3 - Educational Requirements: .....	33
Paragraph 6: Association: .....	24	Paragraph 4 - Compensation for Service on Committees:.....	34
Paragraph 7: Association Rights and Responsibilities Committee:.....	24	Paragraph 5 - Special Contract Provisions: .....	34
Paragraph 8: Arbitrator: .....	24	Paragraph 7: Success of Program .....	36
Section B - Purpose and Procedure:.....	24	Paragraph 8 - Length of Day: .....	36
Level One - .....	24	Article XVII – PROFESSIONAL ETHICS .....	38
Level Two - .....	24		
Level Three - .....	25		

National Education Association Code of Ethics .....	38	Section L - Evaluation of Certified Personnel.....	43
PRINCIPLE I Commitment to the Student.....	38	Paragraph 1: Purposes .....	43
PRINCIPLE II Commitment to the Profession.....	38	Paragraph 2: Job Improvement Targets.....	43
ARTICLE XVIII - USD 204 BOARD POLICIES .....	40	Paragraph 3: Procedure .....	44
Section A - Health Examination:.....	40	Paragraph 4: Maintaining Documents .....	44
Section B - Verification of Training .....	40	Paragraph 5: Evaluatee' s Copy.....	44
Paragraph 2: Adjustment in Salary .....	40	Paragraph 6: Availability of Evaluation .....	44
Paragraph 3: In-Service Points.....	40	Paragraph 7: Record Keeping.....	44
Paragraph 4: Moves on Salary Schedule .....	40	Paragraph 8: Length of Time .....	44
Section C – Licensure.....	40	Section M - Personnel File .....	44
Paragraph 1: Valid Kansas License.....	40	Section N - Tenure.....	44
Paragraph 2: Renewals .....	40	Paragraph 1: Guidelines.....	44
Section D - Qualifications for Appointments as Teachers: .....	40	Paragraph 2: Requesting a Hearing.....	45
Paragraph 1: Requirements.....	40	Section O - Duties of Classroom Teachers: .....	45
Paragraph 2: Media Specialist .....	41	Paragraph 1: Atmosphere .....	45
Section E - Selection and Appointment.....	41	Paragraph 2: Discipline .....	45
Paragraph 1: Certified Personnel .....	41	Paragraph 3: Supervision .....	45
Paragraph 2: Contract Provisions .....	41	Paragraph 4: Lesson Plans.....	45
Section F - Promotion.....	42	Paragraph 5: Professional Manner .....	45
Paragraph 1: Procedures .....	42	Paragraph 6: Continuing Education .....	45
Paragraph 2: Advancement .....	42	Paragraph 7: Extra Duties .....	45
Section G - Breach of Contract .....	42	Paragraph 8: Reporting Problems.....	46
Section H - Cancellation of Contract.....	42	Paragraph 9: School Duties .....	46
Section I - Resignations.....	42	Paragraph 10: Direct Responsibility.....	46
Paragraph 1: Conditions .....	42	Paragraph 11: Planned Absence .....	46
Paragraph 2: Sole Judge .....	42	Paragraph 12: Classify Grade and Promote .....	46
Paragraph 3: Qualified Replacement.....	42	Paragraph 13: Professional Attitude.....	46
Section J - Dismissals .....	42	Paragraph 14: Sectarian Doctrines.....	46
Paragraph 1: Causes of Termination .....	42	Paragraph 15: Regular Hours .....	46
Paragraph 2: Causes for Non-renewal.....	43	Paragraph 16: Membership in Professional Organizations .....	46
Paragraph 3: Probation .....	43	Exhibit C: Professional Committees .....	47
Section K - Length of Day.....	43		
Paragraph 1: School-owned Materials .....	43		
Paragraph 2: Interference .....	43		

## **ARTICLE I - PROCESS AND PROCEDURES**

**Section A – Purpose:** The purposes of these procedures are to enable the parties to move in an orderly manner to engage in good faith efforts to reach agreements on the terms and conditions of professional service under the provisions of the Kansas law on professional negotiations.

**Section B - Selection of Teams:** The Board of Education of Unified School District 204 (the Board of Education will be hereinafter referred to as the ‘Board’, and Unified School District 204 will hereinafter be referred to as the ‘District’), and the Bonner Springs Chapter of the Kansas National Education Association (hereinafter referred to as the ‘Association’) each has the right to select its own representatives and to change them at will.

**Section C - Good Faith:** Each party acknowledges its duty under the Kansas Statutes to meet, confer, consult and discuss in a good faith effort to reach an agreement with respect to the terms and conditions of professional service in the District. The parties shall meet at such times and places as are mutually agreed upon.

**Section D - Basic Information:** In order to avoid the waste resulting from attempts to negotiate when the parties are in disagreement over basic facts, the Board and the Association agree to make available to both parties, on written request, such information that is related to the subject that may be needed to

develop sound proposals. (If the requested information is not readily available, then the requesting party, with prior approval, will be responsible for the expense of its procurement, unless other financial arrangements are made).

**Section E - Proposals and Counter-Proposals:** Formally prepared specific proposals and counter-proposals shall be presented for negotiation. Mutually agreed upon items may be proposed after the original proposal is presented.

**Section F – Meetings:** Negotiating sessions shall take place in open meetings at a site mutually agreed upon.

**Section G - Processing Agreements:** When agreements are reached on the various items which have been negotiated, they are to be marked tentatively agreed to by each side's team. Formal ratification will be withheld until all items upon which an agreement can be reached have been agreed to. At that time, such total agreements will be signed by the negotiators, recommended to the constituents for ratification, and ultimately signed into agreement by the Association and Board.

**Section H – Representation:** The Association represents the staff of the District licensed through KSDE, and employed by the District exclusive of Administrators.

**Section I - Length of Procedural Agreement:** This Agreement terminates the previous Professional Practices Agreement with the Association. Nothing in this Agreement shall be in conflict with the Kansas Statutes. The Board and the Association must

approve all changes made regarding negotiated items. Such approved changes shall be included in the total negotiated package.

All previous agreements negotiated between the Board and the Association which are not amended or related by subsequent negotiations shall remain in full force and effect for the duration of this contract. All conditions of employment applicable on the effective date of this Agreement to the certified teaching personnel of the District shall continue to be so applicable during the term of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of negotiated policies heretofore agreed to unless stated herein.

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

Any individual contract between the Board and an individual teacher, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

## **ARTICLE II - PRINTING AND DISTRIBUTION**

Upon ratification of the Negotiated Agreement, all current representatives from the BSKNEA Negotiating Team and all current representatives from the Board of Education Negotiating Team shall review and agree with regard to the format, placement and wording of the Negotiated Agreement. Copies of this updated Agreement shall be made available by the Central Office within 30 days after an agreement is ratified by the Association and the Board of Education. The current Agreement shall be available to view and copy by all certified staff members on the District website. (Neg. 07/11/18)

## **ARTICLE III - LEAVE POLICY**

### **Section A - Sick Leave:**

**Paragraph 1: Accumulation:** All teachers will be credited with 12 days sick leave at the beginning of each school year and shall have added to that annual amount any accumulated, unused days of sick leave from previous years; provided that the total accumulated days of sick leave shall not exceed 125 days at the end of the school year. Please see section C below for additional information pertaining to the use of personal leave.

**Paragraph 2: Unused Accumulated Sick Leave:** At the end of each school year, teachers may sell back to the district any unused days out of the twelve (12) sick leave days that are allocated to them each year at the rate of seventy-five (\$75.00) per day. Notification of their intent to sell the unused days must be received in the District Office in the Human Resources Department on or before May 1, and payment will be included in the last regular paycheck received by the teacher for the contract term. Unused days which are not sold annually, as described herein, become accumulated and total sick leave accumulations will be capped at a maximum of one hundred and twenty-five (125) days of accumulated sick leave per teacher. (Neg.6/27/2017)

### **Paragraph 3: Pay for Accumulated Sick Leave at Retirement:**

Upon Retirement, teachers will be paid seventy-five dollars (\$75) per day up to 125 accumulated days of sick leave under the

following conditions: (A) reaching retirement age; (B) accepting retirement from KPERS; (C) retirement from the District, or (D) death while under contract with the District.

Teachers hired after July 1, 2015 will be paid one hundred and twenty-five dollars (\$125) per day up to 125 accumulated days of sick leave under the following conditions: (A) reaching retirement age; (B) accepting retirement from K.P.E.R.S.; (C) retirement from the District, or (D) death while under contract with the District. (Neg. 5/95)

In addition, *all* teachers will be paid annually seventy-five dollars (\$75) per day for the balance *of unused* days over the capped 125 days. This will be paid out with the last pay period in June. The remaining 125 days will be rolled over to the next year. (Neg.6/27/2017)

**Paragraph 4: Use of Sick Leave:** Sick leave days may be used for personal injury or illness. Sick leave days may also be used for injury, illness or death in the immediate (being any relative) family.

**Section B - Family Leave Act:** All extended leave will be governed under the Family Medical Leave Act with the exception of Section E - Leaves for Travel, Professional Study or Improvement of Health:

**Section C - Personal Leave:** All teachers will be permitted to use six (6) of the 12 days of sick leave each contract year for personal leave. No more than 10 percent or one (1), whichever is more, of the school building's personnel will be allowed personal leave on any given day.

The request shall be filed through the district's absence management system at least two days in advance of the requested leave period under personal leave request.

If the teacher does not use all of his/her leave days during the school year, the remaining balance will be carried over to individual teacher's sick leave bank.

Each year, a maximum of six (6) personal leave days can be used, and a teacher can take a maximum of three (3) consecutive personal days of leave at one time per year. Personal days taken in excess of six (6) personal days total per year, or three (3) consecutive days, will be docked at the employee's daily rate of pay.

**Section D - Temporary Leave:** Subject to the Superintendent's approval, a teacher may be granted temporary leave for the purposes listed in this section with the exception of personal leave. If not approved, any such leave may be considered an absence subject to payroll deduction.

**Paragraph 1: Emergency Leave:** Emergency leave may be granted by the building principal and/or the Superintendent. Teachers shall give as much notice as possible in requesting emergency leave. Teachers shall make prior arrangements to notify the building principal and/or the Superintendent of any emergency for which the teacher is unable to give notice. To avoid a deduction in pay for emergency leave without notice, the teacher shall file a request with the Superintendent within three (3) days following his/her return to teaching. The request shall explain the full nature of the leave and the reasons why the teacher's salary should not be reduced. It is understood that such leave, if granted, may be

deducted from the accumulated sick leave of the teacher.

**Paragraph 2: Legal Leave:** Legal leave may be granted by the Superintendent when a teacher is subpoenaed as a witness or serves as a juror. The teacher will be paid his/her regular daily salary provided that the teacher endorses over to the District treasury his/her witnesses or juror's compensation, not including travel or subsistence reimbursements.

**Paragraph 3: Professional Leave:** The Superintendent shall have the authority to grant leaves for any teacher during the school year for the purpose of attending professional conferences, meetings, workshops, school visitations, curriculum development and joint study committees. All such requests must be submitted to the Superintendent on the appropriate form. The Board will provide a limited budget annually for authorized travel and/or expenses for attendance at such professional conferences.

**Paragraph 4: Association Business Leave:** A professional leave "bank" shall be established for the purpose of Association business on approval of the Association Executive Board. This "bank" shall be established annually on the basis of 15 days for the District. This "bank" shall not accumulate leave from year to year. An individual may use more than one day per year of professional leave, but the total used by the staff shall not exceed the total provided in the "bank". No loss in pay shall be incurred by the teacher using professional leave for Association



purposes. For any office held in the State Association, special consideration will be given if additional "bank" leave days are required.

**Paragraph 5: Bereavement Leave:** An employee shall be permitted to use sick leave for attending funerals of any relative when approval of the Superintendent has been obtained. One-half day shall be deducted from an employee's accumulated sick leave for each full day absence up to a total of 2 days, (5 days absence equals 2 & 1/2 days). Absences thereafter shall be deducted in full from employee's wages. Individuals who experience pregnancy loss will also be entitled to Bereavement Leave. *(Neg. 06/2023)*

**Section E - Leaves for Travel, Professional Study or Improvement of Health:**

Professional employees who have taught in the schools of the District for three (3) or more consecutive years are eligible to make application for one-year leave of absence to be used for travel, professional study or improvement of health. Applicants who are approved will be extended this opportunity on the following basis:

**Paragraph 1: Application:** That application for extended leave must be submitted to the committee for leave prior to April 15th. All applicants shall be notified of decision prior to May 15th. Request for leave of absence at other times will be processed by the committee within 30 days.

**Paragraph 2: Committee:** That a committee of selection for leave shall have the

elementary and secondary principals and three teachers appointed by the Association. A recommendation for leave of absence shall be made to the Board upon approval by the committee.

**Paragraph 3: Replacement:** That an acceptable replacement to the administration and Board can be employed for the one year. The employee will receive no pay from the District during the leave of absence.

**Paragraph 4: Agreement to Teach:** That the employee granted the leave agrees to teach at least one additional year in the District after returning.

**Paragraph 5: Step on Salary Schedule:** That the returning employee will be placed on his/her appropriate step on the Salary Schedule, being credited for an additional year's experience for the year he/she was on leave, as well as sick leave accumulated prior to the year of extended leave.

**Paragraph 6: Consideration of Application:** That each application will be considered upon its own merits, as circumstances surrounding each case may warrant some deviation from the stated policy.

**Section F - Assault Leave:** If a member of the certified staff is injured (hereinafter Injured Teacher) by an assault or battery committed by a student or the parent or legal guardian of a student and such injury results in a period of total disability because of physical injuries caused by the assault or battery, the injured teacher shall be entitled to a maximum

of sixty (60) days of leave and such leave will not count against the Injured Teacher's accumulated sick leave or personal leave days. Leave is subject to the following conditions:

**Paragraph 1: Eligibility:** The Injured Teacher shall be eligible for the leave during the period of time in which the Injured Teacher is physically totally disabled from performing his/her duties as a teacher for the District.

**Paragraph 2: Salary:** The salary paid to the Injured Teacher during the period of leave shall be reduced by any and all other sums paid to the Injured Teacher for such period of disability, including but not limited to worker's compensation, disability insurance and wage continuation insurance of any kind (hereinafter 'Benefits').

**Paragraph 3: Benefits Available:** The Injured Teacher shall promptly, upon the request of the Superintendent, provide a sworn statement regarding any and all other Benefits available to the Injured Teacher and supply requested documentation regarding benefits received.

**Paragraph 4: Overpayment:** If it is determined that the Injured Teacher was overpaid by the District for such leave, the District is authorized to deduct such overpayment from the Injured Teacher's wages.

**Paragraph 5: Reporting Incident:** The Injured Teacher must report the incident to the police or county attorney and to the District Superintendent as soon as the Injured Teacher

is physically able to do so.

**Paragraph 6: Accumulation:** This leave is not cumulative from year to year.

**Paragraph 7 - Explanation:** The assault and battery must arise out of the Injured Teacher's employment with the District and must not arise as the result of self-defense of the person inflicting the injury.

**Paragraph 8: Physical Exam:** Upon the request of the Superintendent, the Injured Teacher shall submit to a physical examination by a doctor chosen by the District. (*Neg. 1995-96*)

## **Section G - Miscellaneous Conditions:**

**Paragraph 1: Leave:** Employees need to recognize that leave is not salary earned, but an extended benefit which provides protection against loss of salary for health and other related reasons. It is the professional responsibility and obligation of every employee to use sick leave judiciously and as intended by this policy and to insist that co-workers do the same.

**Paragraph 2: Daily Absence:** An employee who finds it necessary to be absent from duty shall post his/her absence in the district's absence management system no later than 5:30 a.m. of the day for secondary teachers, and for elementary teachers the notification needs to be no later than 6:30 a.m. of the day.

An employee shall not make personal arrangements for a substitute or for the pay of the substitute. An employee shall be expected

to furnish lesson plans, instructions, etc., for the conduct of his/her duties by the substitute. (Neg. 7/15/2013)

**Paragraph 3: Ruling of the Board:** All cases not specifically defined in these regulations shall be subject to a ruling of the Board.

**Paragraph 4: Worker's Compensation:** Personal illness or disability - the teacher may use all or any portion of his/her leave to recover from a personal illness or disability. If a teacher is injured during the school day in school-related activities and the injury qualified the person for Workman's Compensation, the person would not receive both sick leave pay and compensation pay.

**Paragraph 5: Absence From Buildings:** Employees shall not be absent from their respective buildings or work stations during duty hours except by permission from his/her immediate administrator or the District administrative officers.

**Paragraph 6: Deduction:** Full deduction shall be made for unapproved absences and absences in excess of the accumulated total of sick leave days. Deductions shall be made on the basis of the teacher's daily rate of pay which is usually one-one hundred and eighty-fifth (1/181) of the total contract, (or one-one hundred and ninety (1/186) for first year teachers to the District).

The amount so determined shall be divided by three (3) for those on a nine (9) month contract and by two (2) for those on a ten (10) month contract. The resultant quotient shall be deducted from the gross salary of the teacher for three (3) successive pay periods of a nine (9) month contract, or for two (2) successive months if a ten (10) month contract. Provided however that if there are less than three (3) pay periods remaining under the contract, the total amount to be deducted from the gross salary of the teacher for each of the remaining pay periods.

## Section H - Sick Leave Pool:

The purpose of the sick leave pool is to assist certified personnel who suffer prolonged illness or are unable to work. The sick leave pool is not intended for use by individuals who have depleted their sick days and experienced short term illness or disability. The sick leave pool shall be established as follows:

1. Each certified employee who chooses to voluntarily join the sick leave pool may do so by contributing one leave day to the pool. Days contributed by the member become a permanent part of the pool. Members of the pool may cancel their membership at any time, forfeiting any days they have donated to the Pool.
2. Each person who wishes to offer a contribution to the pool will complete a form for that purpose and turn the form in to the Human Resources Office by September 1 of the current school year. Employees must have 80 hours (10 days) of sick leave (or their F.T.E. equivalent) before they are eligible to join the sick leave pool. Employees will be notified whenever the pool drops below 160 hours (20 days). All current members that have sick leave days shall contribute one day to remain in the sick leave pool. Staff hired after September 1 will be eligible to join on their first day of employment, providing they meet all other necessary requirements.
3. Only those individuals participating in the pool will be eligible to apply for days from the pool. Application for use of sick leave days from the Pool shall be made only after all of the applicant's personal sick leave days have been used.
4. Any person who wishes to access the sick leave pool must be under the care of a licensed healthcare provider, shall have depleted his/her accumulated sick leave, and must complete and submit a sick leave pool application form (see attached) to the sick leave pool screening committee.
5. Written notification of approval or other disposition of the application will be made by the screening board to the applicant.
6. The sick leave pool may be used in conjunction with any other disability benefit; however, the amount of total compensation shall not exceed a regular daily rate of pay. Furthermore, teachers shall not be allowed to use days from the Sick Leave Pool for disabilities for which workman's compensation benefits are received; nor for normal pregnancy leave unless the pregnancy causes the teacher to be disabled from performing her duties under the teaching contract.
7. No member shall be denied participation when the pool is redrawn due to a depletion of their sick leave days.
8. Total number of hours in the pool will be available in the Human Resources Office.
9. For compliance purposes, the sick leave pool screening committee will consist of the President of BSKNEA or designee and two (2) professional employees, being one (1) elementary and one (1) secondary appointed by BSKNEA, as well as one (1) administrative support professional appointed by the Superintendent
10. Family or Household Critical Care Needs: The sick leave pool may be used for critical health care of an "immediate family member".
  - a. To be eligible to benefit from this policy, the family or household member must be critically ill and require the presence of the employee to care for them. Short-term child care because a person is out of sick leave is not within the scope of this policy.
  - b. The family or household member must be under a licensed health care provider's written

recommendation. (Formal documentation to support family/household care needs shall be included with the completed sick leave pool application form.)

c. The committee has the discretion to seek additional information from the licensed health care provider. A medical release must be signed and submitted with the sick leave pool application.

11. Participating members of the sick leave pool may receive no more than 15 days from the pool in any one school year.

12. The District will contribute the first 20 days in an effort to “kick-off” the pool for the 2013-2014 school year.

I am aware of the provisions for the District No. 204 Sick Leave Pool as part of the negotiated agreement for the 2017-18 school year, and of the guidelines developed for the implementation for the pool.

I hereby offer to contribute one of my sick leave days to the pool:

\_\_\_\_\_  
Employee’s Printed Name

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

I do not wish to contribute to the pool.

\_\_\_\_\_  
Employee’s Printed Name

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date  
(Neg.7/19/2022)

**USD 204 BONNER SPRINGS / EDWARDSVILLE**

**SICK LEAVE POOL APPLICATION**

(To be completed by person requesting access to the Sick Leave Pool)

\_\_\_\_\_  
**Last Name                      First Name                      Middle Initial                      Current Building**

\_\_\_\_\_  
**Present Position/Subject Area**

**Full Time ( ) Part Time ( )**

**Date of Request:** \_\_\_\_\_

**Have you currently exhausted all of your current sick leave?**      **Yes**                      **No**

**Reason for Request:** Please note all applicants must attach appropriate documentation from a licensed health care provider regarding the condition related to this request.

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

**Expected or approximate Return to Work Date:** \_\_\_\_\_

Employee's Signature \_\_\_\_\_

Immediate Supervisor's Signature \_\_\_\_\_

Date \_\_\_\_\_

Please forward to the Human Resources Department following supervisor's signature acknowledging awareness of request.

<p><b>SICK LEAVE POOL COMMITTEE ACTION</b></p> <p>Date request was received by the SICK Leave Pool Committee: ____</p> <p>Denied ( )</p>
--

Approved ( ) Number of days granted: \_\_\_\_\_

Authorization \_\_\_\_\_

Date \_\_\_\_\_

*(Neg. 7/15/2013)*

## **ARTICLE IV - PAY DATE**

Payday shall be either biweekly or monthly, at the teacher's option. Once an option is chosen, it shall not be changed during the time that the employee is with USD 204. If this date falls on a weekend or holiday, the payday will be the last teaching day preceding. (Amended Neg. 2009-2010)

**Section A – Section 125 Plan:** The teachers are eligible to participate in the Section 125 Plan (hereinafter “Plan”). Any teacher desiring to participate in the plan shall designate which of the benefits in the plan he or she desires to purchase and shall authorize the District to reduce his or her salary by the amount needed to fund those benefits. The election and consent to salary reduction shall be on a form approved by the District.

### **Section B – Medical Insurance Benefit:**

1. The Board of Education will provide eligible teachers \$707 toward a USD 204 sponsored health plan. If at any time the plan with the least expensive monthly premium exceeds the \$707 threshold, the benefit will increase to incur the cost of the single plan. For individuals who do not choose to enroll in the district's health benefit, there is no cash in lieu. (Neg. 06/2023) The Policy must be one of the medical insurance policies offered by the District through the Section 125 Cafeteria Plan. In order to qualify for the benefit, the teacher must work a minimum of 30 hours per week and enroll for coverage during the open enrollment period of the District's Section 125 Cafeteria Plan. The medical

benefit will be pro-rated based upon hours worked. The monthly benefit will be included in the teacher's gross wages and subsequently deducted and remitted to the insurance carrier accordingly. Additionally, any employer paid contributions to a teacher's Health Savings Account will be made as a part of the employee's elected payroll frequency.

2. The BSKNEA negotiating committee and Board negotiating committee will each appoint members to an employee benefits committee which shall be charged with the responsibility for selecting the insurance plans that will be offered to employees within the District's Section 125 Cafeteria Plan. BSKNEA will select one member from BSE, DRE, EDW, CMS, and BSHS to serve on the committee. The Board will have no more representatives than the BSKNEA representatives. Each member of the Committee shall have one vote. No further vote of the Board or the membership of the Association shall be required. (Neg. 7/6/2016)

### **3. Medical Plan / Premium Differential**

Each year, all certified employees of the district who accept the district's group medical insurance plan have the option to complete various wellness program initiatives through the district approved wellness program for the current year. The district approved wellness program will provide employees with an array of activities to allow employees to choose their personal path to meet the minimum goals. In order to avoid a \$20 monthly payroll deduction, an individual will need to reach a minimum, reasonable goal set by the district's Wellness and Employee Benefits Committees. In the event an employee elects not to complete these

annual requirements, all premium differential monies will be deposited into the district's wellness program fund. The district will provide multiple options for successful completion and all wellness programs must be approved by the district's Wellness and Employee Benefits Committees.

**Section C - Early Retirement Benefits:** All certified full-time teachers who meet the eligibility requirements of Paragraph 1-Eligibility, and who retire from the District (herein after "Retiree") shall be entitled to Early Retirement Benefits as hereinafter defined, subject to the following qualifications and conditions:

**Paragraph 1: Eligibility:**

**a) Full Time Teacher:** The teacher must be certified and under contract with the District to teach on a full time basis for the whole of the school year in which the teacher makes application for District Early Retirement Benefits.

**b) Years of Service:** The teacher must have completed at least ten (10) school years of employment with the District as a full time teacher prior to the fiscal year in which District Early Retirement Benefits start.

**c) Resignation:** The teacher must submit his or her resignation as an employee of the District on or before the fifteenth of February of the fiscal year in which the teacher applies for District Early Retirement Benefits; such resignation must be effective as of the start of the next fiscal year.

**d) Must Retire under KPERS:** The teacher must retire under the provisions of the Kansas Public Employment Retirement Systems Act (K.S.A. Chapter 74, Article 9 and amendments thereto) in order to qualify for

the payment of benefits under this District Early Retirement Plan.

**e) Eligibility:** Employees with a start date after 7-1-2015 are not eligible for this benefit.

**Paragraph 2: Application:**

**a) When to Apply:** The teacher must apply for the District Early Retirement Benefits on or before the 15th day of March of the fiscal year prior to which the District Early Retirement Benefits are to commence.

**b) Requirements of Application:** The application must provide the following information:

- Date of planned retirement
- Date of birth and age on the date of retirement
- Current mailing address
- Current telephone number
- Current base salary

**Paragraph 3: Benefits:**

**a) Beginning:** The benefits shall begin upon retirement from the District.

**b) Payable Monthly:** The benefits shall be payable on a monthly basis.

**c) Termination of Payments:** The payments shall end on the happening of the earliest of the following:

- 1) Death: The month following the month of death of the Retiree;
- 2) Full Time Employment with District: The date the Retiree becomes a full-time employee of the District;
- 3) Sixty Months: The payment of 60 months of benefits.

**d) Amount of Payment:** The amount of each payment shall be determined as follows: One-twelfth (1/12) of Twenty-five percent (25%) of the teacher's Base Salary; provided,



however, the monthly payment shall be reduced by the amount of benefits paid to the Retiree pursuant to the Federal Insurance Retirement Act (hereinafter 'FICA'). If the Retiree does not apply for the start of old age benefits under the FICA at such time as the Retiree attains Retirement Age as that term is defined in the FICA (at section 216) (hereinafter 'FICA Retirement Age'), the amount of monthly benefit that would have been paid to the Retiree as and for the Retirees FICA old age benefit shall be deducted from each monthly retirement benefit payable by the District as and from the date of attainment of the said FICA Retirement Age. The Retiree shall cooperate with the District in the determination of the Amount of the FICA old age benefit.

**e) Withholding:** It is understood that the payments will be subject to all applicable Federal and State withholding laws.

**f) Medical Health Insurance Plan:** Unless prohibited by applicable law or regulation, the Retiree shall be entitled, at his/her own expense, to participate in any health insurance program offered by the District to employees to age 65. (Should the employee elect to continue the District's health insurance program; the said premium may be withheld from the monthly benefits paid.)

#### **Paragraph 4: Definition of Terms:**

**a) Fiscal Year:** That period of time from July 1 through June 30 of the next calendar year.

**b) Base Salary:** The lesser of \$50,000 or the salary corresponding to the step and schedule of the Salary Schedule for classroom instructors of the Negotiated Agreement to which the teacher is assigned for the fiscal year in which the teacher applies for District

Early Retirement Benefits. The Base Salary shall not include:

- 1) Amounts due from supplemental salary contracts;
- 2) Compensation for extra duty;
- 3) Compensation for supplemental duties of any kind or nature including, but not limited to, compensation for extra classes, adult education, summer school program, supervising activities, bus duty and administrative aides.

**c) School Year:** That period of time from the date of the start of classes for the fall semester to the date on which classes end for the spring semester of any fiscal year plus any additional days the teacher is required to be in attendance:

- 1) To prepare for the start of classes for the fall semester;
- 2) To finalize his/her work after the end of the spring semester.

**d) Full-Time Basis:** The number of days which regular classroom teachers are required to work during the fiscal year pursuant to the Negotiated Agreement.

## **ARTICLE V - ASSIGNMENT & TRANSFER**

**Section A - Notification:** Each employee shall be notified of his/her tentative assignment to an attendance center. This notification shall accompany the teaching contract at the time of issue.

**Section B - Right to Meeting:** When there are open positions, transfer processing may be the initiative of the Superintendent, other administrative officers or at the request of the employee involved, subject to Board approval. When the transfer is initiated by the administration, the teacher shall have the right of meeting with the Superintendent or his/her delegated administrator prior to final recommendation to the Board. When a request for transfer is made by a teacher, such employee shall make the request in writing, stating reasons for request, and ask for a conference with the Superintendent or his/her delegated administrator. The administrator shall then make a recommendation to the Board based on the reasons for request and the administrator's judgment taking into consideration the opinions of the principals involved.

**Section C - Notice of Involuntary Transfer:** Notice of involuntary transfer of a teacher shall be given in writing at the earliest date possible. If he/she fails to accept the transfer, the Board shall accept such employee's resignation and foster no punitive action regarding the employee.

**Section D - Posting of Vacancies:** The district's Personnel Administrator shall

provide to all Certified Staff all vacancy postings. This will be done via electronic means. Such vacancies shall be communicated not less than 5 days prior to being filled.

**Section E - Vacancy List:** The vacancy list shall include:

1. Position title when possible;
2. Probable building location;
3. Status: full-time, part-time or temporary;
4. Person to contact for information.

**Section F - Request for Transfer:** In the determination of requests for transfer, the wishes of the requester shall be honored when, if in the opinion of the personnel administrator and the principals involved, the transfer is in the best interest of the District.

If more than one request for transfer for the same position occurs, the administrators involved shall weigh the situation and attempt to make the transfer in the best interest of the District.

**Section G - Retainage of Rights:** Any employee who transfers to an administrative or supervisory position and who later returns to former status shall be entitled to retain such rights as may have been accrued under this Agreement prior to such transfer.

## **ARTICLE VI - PART-TIME TEACHING**

Part-time teaching personnel shall be provided for on the following basis:

**Section A - Compensation:** Teachers will be paid the fractional part of a comparable full-time teacher's salary based on the fractional part of periods taught each day.

### **Section B - Fringe Benefits:**

**Paragraph 1:** 30 hours to 33.75 hours: If the part-time teacher works between 30 and 33.75 hours per week, the fringe benefit will be prorated by 80%.

**Paragraph 2:** 33.75 hours to 35 hours: If the part time teacher works between 33.75 hours and 35 hours per week, the fringe benefit will be prorated by 90%.

**Paragraph 3:** 35 hours to 37.5 hours: If the part time teacher works between 35 hours and 37.5 hours per week, the fringe benefit will be prorated by 93.3%.

**Paragraph 4:** 37.5 hours to 40 hours: If the teacher works between 37.5 and 40 hours per week, the fringe benefit will be provided at 100% of the value of the fringe benefit.

## **ARTICLE VII - COUNCILS & COMMITTEES**

### **Section A - Committee Structure:**

Attached as Exhibit C is a diagram of the structure of the District committees for the School year. (The District Calendar Committee will continue to exist as a separate body as described in this Agreement.) (Neg. 2004-2005)

**Paragraph 1: Remuneration for Committee Work:** The chairperson/co-

chairpersons of the three committees formed pursuant to the reorganization (Exhibit C) shall be eligible for remuneration at the extra duty pay rate. Only work that is done outside the regular workday will be compensated, and the procedure to be followed to apply for remuneration are those as set out in Section D of Paragraph 4 (Compensation for Service on Committees) of the General Provisions of ARTICLE XXIII - SALARY SCHEDULE, SUPPLEMENTAL SALARY SCHEDULE AND SUBSTITUTES FOR ANOTHER TEACHER.

**Each** building is responsible for compliance with ***KSDE SCHOOL IMPROVEMENT*** requirements and the chairperson/co-chairpersons of subcommittee(s) of any subcommittees formed under this committee shall be entitled to remuneration for work that is done outside of the normal work day at the extra duty rate of pay, and the procedure to be followed to receive such remuneration shall be those as set out in Section D of Paragraph 4 (Compensation for Service on Committees) of the General Provisions of ARTICLE XXIII - SALARY SCHEDULE, SUPPLEMENTAL SALARY SCHEDULE AND SUBSTITUTES FOR ANOTHER TEACHER. A chairperson/co-chairperson will receive only one hour's pay for each hour worked, even if there's a bridge between committees.

### **Section B - Meet & Confer Committee:**

The Association and the Board will each appoint up to 5 persons to form a committee to meet and confer during the year concerning questions about District efficiency and the budget process that could not be answered to the satisfaction of the Association or the Board. The committee will meet NOT LESS

THAN FOUR TIMES during THE SCHOOL YEAR. The meetings will be mutually agreed upon by the District business manager and the Association.

## **ARTICLE VIII - CLASS SIZE**

**Section A -Average Class K-5:** It shall be the policy of the Board to maintain an average class size of 25 pupils in the elementary attendance units, using the following ranges as desirable guidelines:

- 1) Kindergarten - 19/1 to 25/1
- 2) Grades 1 through 5 - 20/1 to 30/1
- 3) Transitional Classes - 10/1 to 20/1

Class size is based upon student enrollment per grade at each elementary school. *(Neg. 06/2023)*

**Section B - Median Class Secondary:** It shall be the policy of the Board to maintain an average class size of 25 pupils in the secondary attendance units using the following ranges as desirable guidelines:

**Paragraph 1: Required Classes:** 20/1 to 35/1 with a median of 27. English language arts classes emphasizing written composition shall be kept smaller. The following classes shall be limited to the number of work stations available: industrial education, home economics, business education, arts and crafts and science laboratory courses.

**Paragraph 2: Electives and Special Classes:** Minimum 10/1. It is recommended that no classes shall be offered which do not enroll at least ten pupils unless they are taught as a combination with another class. Band, physical education and other similar courses suitable for large group instruction will only be restricted in size by limits of facilities, personnel and scheduling.

**Section C - Exceeding the Median:** When

the class size exceeds the median, the Board shall determine whether corrective measures will be attempted, including considerations such as teacher's aides and the splitting of classes. *(Neg. 1991)*

**Section D - Special Programs:** Teachers employed to teach special programs shall be assigned students within the District in proportion to the number of students receiving their service, along with consideration of special needs of students, within attendance center areas.

## **ARTICLE IX - PLANNING PERIODS**

**Section A - Policy:** Professional employees with classroom responsibilities shall be provided time daily for personal instructional planning and conferences. Professional employees with classroom responsibilities at the elementary level (Grades K-5) shall be provided a minimum of 250 minutes per week for the purpose of personal instructional planning and conferences. This time shall be within the student day, and shall include a minimum uninterrupted block of 50 minutes. A maximum of one (1) personal plan period twice a month, lasting no longer than 35 minutes may be used by the building administrator for PLC's.

Certified Teachers shall be compensated at the rate of \$30.00/hr. to cover for loss of personal plan time should the teacher be assigned to cover for another teacher; or if the teacher's regular assignment does not allow for any or all of the allowed planning time. Elementary teachers that are assigned extra students in the case that a substitute teacher is not available will receive \$30.00/hr. when six (6) or more students are added to each classroom. In the event a class is split between two (2) or three (3) teachers and there are less than six (6) students added to each class, the hourly pay rate of \$30.00 will be split proportionately between those teachers. *(Neg. 06/2023)* These events shall be recorded for pay on extra duty pay sheets.

### **Section B - Faculty Meetings**

An administrator shall call and conduct faculty meetings in accordance with the following provisions:

- No staff member shall be required to attend

more than one (1) mandatory meeting in any one (1) week; and no more than two (2) per month. It is understood that, occasionally, circumstances may arise that cause slight deviation from this policy.

- Emergency faculty meetings may be held if deemed necessary by the Principal. An emergency shall be defined as an unforeseen event which requires immediate notification of all teachers.

### **Section C - Secondary Teachers:**

Professional employees at the high school level (Grades 9-12) shall be provided one (1) class period daily for personal instructional planning and conferences. This period shall be included within the framework of the student school day. In the event a teacher has two (2) 50-minute planning periods, or one (1) 90-minute planning period, one (1) 50-minute planning period will be designated as a personal planning period and one (1) planning period will be designated to meet building or district goals. A maximum of one (1) personal plan period or one-half of a 90-minute planning period, per week may be used by the building administrator for school and/or district needs. Professional employees at the middle school (Grades 6-8) shall be provided one (1) class period daily for personal instructional planning and conferences. This period shall be included within the framework of the student school day. In the event a teacher has two (2) 49-minute planning periods, one (1) 49-minute planning period will be designated as a personal planning period and one (1) planning period will be designated to meet building or district goals. *(Neg. 07/15/2013)*

**Section D - Work Day:** The District will provide a full work day for teachers the day before the school year begins, to be included as one of the 181 school days in a contract period. It shall be the option of the building administrator to meet with the teachers within the work day for a time not to exceed one (1) hour. (Neg. 1991) (Amended Neg. 2009-2010)

## **ARTICLE X - DISTRICT CALENDAR**

The calendar is to be worked out by the calendar committee. A minimum of two options will be presented to the teachers and administration for their consideration and preference. The Board of Education will review the recommendations and either grant final approval or return to committee for further study. The calendar committee shall be comprised of five (5) members selected by the Superintendent, five (5) members selected by the Association, one (1) Elementary Principal and one (1) Secondary Principal. The committee will be chaired by the Superintendent or his/her designee.

## **ARTICLE XI - GRIEVANCE PROCEDURE**

**Paragraph 1: Grievance:** A "grievance" is a complaint by a teacher or a group of teachers based on an alleged violation, misinterpretation or misapplication by the school system of a law, a State regulation having the effect of law, a written contract, Board Policy, administration regulation, or the master contract.

**Paragraph 2: Teacher:** The term "teacher" may include a group of teachers who are similarly affected by a grievance.

**Paragraph 3: Aggrieved Person:** An "aggrieved person" shall mean the person or persons making the complaint.

**Paragraph 4: Party In Interest:** A "party in interest" shall mean the person or persons making the complaint and/or any person who might be required to take action against whom action might be taken in order to resolve the grievance.

**Paragraph 5: Days:** The term "days" except when otherwise indicated, shall mean contract days.

**Paragraph 6: Association:** The "Association" shall mean the Bonner Springs KNEA affiliated with Kansas N.E.A.

**Paragraph 7: Association Rights and Responsibilities Committee:** The "Association Professional Rights and Responsibilities Committee" is comprised of one (1) school representative from each

school building or attendance unit chosen by the faculty members of the unit.

**Paragraph 8: Arbitrator:** "Arbitrator" indicates any person mutually acceptable to both parties or, if the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

**Section B - Purpose and Procedure:** The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions 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.

**Level One -** The aggrieved person should request an informal conference with his/her principal or other immediate superior within five (5) school days after he/she becomes aware of the grievance. This conference shall be granted within three (3) days of the request. At this conference, the aggrieved person and the principal shall seek to resolve the matter informally.

**Level Two -** 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 presentation of the grievance, he/she may file the grievance in writing simultaneously with the Chairman of the Association's Professional Right and



Responsibilities Committee (hereafter to be referred to as the PR&R Committee) and the Principal within ten (10) days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) days after 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 decisions on this level will be rendered in writing and transmitted promptly to all parties involved.

**Level Three** - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) days after presentation of the grievance, he/she may file the grievance with the Associations' PR&R Committee for review and transmittal to the Superintendent of Schools within five (5) days after the decision at Level Two or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) days after receipt of the written grievance by the Superintendent, the Superintendent will meet the aggrieved person and his/her representative from the Association in an effort to resolve it. The decisions at this level will be rendered in writing and transmitted promptly to all parties involved.

**Level Four** - Should the aggrieved person be dissatisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) school days after the appeal, he/she may appeal the grievance in writing to the Board within five (5) school days after the receipt of the

disposition of the grievance at Level Three. The appeal is to be made in writing and shall contain reasons for the appeal. The appeal shall be heard at the next regular Board Meeting or within twenty (20) days after the receipt of the appeal. The Board shall investigate the grievance, including giving the aggrieved person, the PR&R Committee, the principal and the Superintendent a chance to be heard. The Board may request information or a copy of the Superintendent's reply in Level Three. The Board shall render its decision on the appeal of the grievance in writing within fourteen (14) days after holding the hearing, and the written decision will be transmitted promptly to all parties involved.

**Level Five** - If the PR&R Committee and/or the aggrieved person does not feel the grievance is satisfactorily resolved after Level Four and determines that the grievance involves the interpretation, meaning, or application of any of the provisions of this Agreement, a Board Policy, administrative regulation or practice affecting conditions of employment, it may, by written notice to the Superintendent within fifteen (15) school days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any question arises as to whether a particular dispute involves the interpretation, meaning, or application of any of the provisions of this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) school days after such written notice of submission to arbitration, the Superintendent and the PR&R Committee

will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten-day period, there may be a request for an arbitration committee to be formed to hear the grievance. This committee shall be selected by the aggrieved person and the PR&R Committee selecting one member, and the Board and administration selecting one member. These two members shall select a third member.

The arbitration committee so selected will confer with the representatives of the Superintendent, Board, and the PR&R Committee and hold hearings promptly and will issue its decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to it. The arbitration committee's decision will be in writing and will set forth its findings of fact, reasoning, and conclusions on the issues submitted. The arbitration committee will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is volatile of the terms of this Agreement. The decision of the arbitration committee will be submitted to the Superintendent and the Association and will be final and binding upon the parties in interest.

The costs of the services for the arbitration committee, including per diem expenses, if any, and its travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the

Association. These costs are to be mutually determined and agreed upon prior to any activity of the arbitration committee. All other costs will be borne by the party incurring them.

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any Grievance Representative, any member of the PR&R Committee or any other participant in the grievance procedure by reasons of such participation.

The aggrieved person may be represented at Level Two and beyond of the grievance procedure by himself/herself, or, at his/her option, by a Grievance Representative, selected by the Association. If the aggrieved person is not represented by the Association, the Association shall have the right to state its views at Level Three and beyond of the grievance procedure.

If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Three.

When it is necessary for a Grievance Representative, member of the PR&R Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, he/she will, upon notice of the principal or immediate superior by the Chairman of the PR&R Committee, be

released without loss of pay as necessary order to permit participation in the activities as described above. Any teacher whose appearance in such investigations, meetings, or hearing as a witness is necessary will be accorded the same right.

All documents, communications, and records dealing with the processing of a

grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared. (Neg. 1975)

## **ARTICLE XII - LUNCH ROOM DUTY**

All teachers assigned to lunch room duty by the building principal shall be compensated at the rate set forth at Section 5D (4) of the General Provisions of this Agreement and shall be furnished a school lunch, free of charge, on days that such duty is performed.

## **ARTICLE XIII - MILEAGE**

The mileage allowance for the use of a personally owned automobile for school business shall be the same as the mileage allowance adopted by the Kansas Department of Administration for a privately owned automobile in effect at the time the automobile is used.

## **ARTICLE XIV - REDUCTION OF PERSONNEL (Neg. 1979)**

**Section A - Cause for Grievance:** No employee shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is lack of substantial enrollment and/or revenues to meet budgetary demands. Deviation from this policy would be cause for grievance. (Sec. 72-5437 Kansas Law)

**Section B - Procedure:** In the event that a reduction of personnel becomes necessary, the Board shall attempt to accomplish the same through normal attrition. Should further reductions be necessary, it shall be accomplished by recommendation by the Superintendent and approved by the Board. The Board shall retain those employees possessing current teaching certificates with

the longest period of continuous service in the District who are qualified to teach in those areas or disciplines to be preserved.

**Section C - Commitment of Board and Association:** Any inconsistent provision of this Agreement notwithstanding, the commitment of the Board and the Association to affirmative action will be maintained in a lay-off through affirmative retention.

## **ARTICLE XV - RECALL**

**(Neg. 1979)**

**Section A - Prior to Lay-off:** Prior to lay-off, the Board shall attempt to place the employees to be laid-off in other acceptable teaching situations in the District.

**Section B - Recall Procedures:** Individuals who are laid-off shall be offered recall in reverse order (last off, first back) of lay-off to vacant positions which they are certified to fill. Appropriately, certified individuals shall be offered recalling order of continuous seniority with the District within their qualifications. Teachers interested in being recalled shall have the responsibility of keeping the District informed by such intent between May 1 and May 30 of each year for the ensuing school year.

**Section C - Initiating Recall:** Recall will be initiated immediately upon the existence of a vacancy in the District.

**Section D - Substitutes:** No new substitute appointments shall be made by the Board while there are laid-off certified employees available who are qualified to fill the vacancies.

**Section E - Recall Rights:** No teacher will lose his/her recall rights if he/she secures other employment during the lay-off providing such teacher is willing to return as a Board employee immediately upon request.

### **Section F - Re-employment:**

**Paragraph 1: Accumulated Sick Leave:** Any certified employee re-employed through recall procedures and who has remained employed by another school district shall be placed on the District Salary Schedule at the same salary step as he/she would be assigned if he/she had been continuously employed by the District. Such teacher shall retain the same number of accumulated sick leave days as if continuously employed by the District, minus the sick leave days taken while employed in another district.

**Paragraph 2: Salary Step:** Any certified employee re-employed through recall, and who has not remained employed by another school district shall be placed on the same salary step as when laid-off. If the employee is recalled for the next school year or within the next school year, he/she shall be placed one salary step higher than the previous salary step (when laid-off).

**Section G - Current List:** The Board shall annually provide the Association with a current list of those who have retained recall rights.

## **ARTICLE XVI - SALARY SCHEDULE**

### **SUPPLEMENTAL SALARY SCHEDULE AND SUBSTITUTES FOR ANOTHER TEACHER**

**Section A - Salary Schedule:** The Salary Schedule for the school year is as set forth in Exhibit A-1 which is made a part of this Agreement.

During the 2018-2019 Negotiation Process, 5 steps were added to each column (BS, BS+15, BS+30) and 4 steps were added to each column (MS, MS+15, MS+30, and MS+45) in order to extend the salary schedule and to help prevent teachers from being 'frozen' or

'falling off' the salary schedule. (Neg. 07/11/2018) During the 2023-2024 Negotiation Process, columns BS+30 through MS+15 were increased to step 36 and MS+30 to MS+45 were increased to step 38. (Neg. 06/2023)

### **Section B-Teaching an Extra Class**

Starting in the 2022-23 school year teachers who teach an extra class during their planning period will be compensated at the rate of 1/7 of the average base salary of all teacher contracts.

USD 204 BONNER SPRINGS / EDWARDSVILLE - SUPPLEMENTAL SALARY SCHEDULE FOR 2023-2024					
<b>Class 1 / Step 1 Base Salary:</b>	<b>\$45,650</b>				
<b>LEVEL 1</b>		<b>LEVEL 2</b>		<b>LEVEL 3</b>	
HS Head Football		District Concession Stand Manager		HS Head Boys & Girls Track	
HS Head Boys Basketball				HS Hd Boys Soccer   HS Hd Girls Soccer	
HS Head Girls Basketball				HS Hd Boys Golf   HS Hd Girls Golf	
HS Head Wrestling - Boys				HS Head Volleyball	
HS Head Wrestling - Girls				HS Head Baseball	
Braves Broadcast Live Sponsor				HS Head Softball	
Unified Sports Sponsor				HS Head Boys Swimming	
				HS Head Girls Swimming	
				HS Head Tennis Boys	
				HS Head Tennis Girls	
				HS Cross Country - Boys & Girls	
				HS Head Cheerleading	
\$6,765	14.82%	\$6,341	13.89%	\$5,496	12.04%
<b>LEVEL 4</b>		<b>LEVEL 5</b>		<b>LEVEL 6</b>	
HS Asst. Football		HS Asst. Track		MS Head Boys Track	
HS Asst. Boys Basketball		HS Asst. Volleyball		MS Head Girls Track	
HS Asst. Girls Basketball		HS Asst. Boys Soccer   HS Asst Girls Soccer		MS Head Volleyball	
MS Head Football		HS Asst. Boys Swim   HS Asst. Girls Swim		HS Head Dance	
MS Head Girls Basketball		HS Asst. Baseball   HS Asst. Softball		MS Head Cheerleading	
MS Head Boys Basketball		HS Asst. Cheerleading		HS FCCLA Sponsor	
MS Head Wrestling		HS Asst. Cross Country - Boys & Girls		MS FCCLA Sponsor	
Strength & Conditioning (Summer)		HS Asst. Boys Tennis		MS Cross Country - Boys & Girls	
Powerlifting (School Year)		HS Asst. Girls Tennis			
HS Asst. Wrestling		HS Head Forensics   HS Head Drama			
		HS Musical   HS Vocal Music			
		HS Yearbook			
		HS Head Debate			
		HS Instrumental Music			
		HS Asst Golf			
\$4,652	10.19%	\$4,227	9.26%	\$3,807	8.34%
<b>LEVEL 7</b>		<b>LEVEL 8</b>		<b>LEVEL 9</b>	
HS Student Council		HS Extended Library Duties		MS Asst. Leaders Club	
HS Pep Band		HS Newspaper		MS Yearbook	
MS Asst. Basketball (Boys   Girls)		MS Asst. Boys Track		Elementary Show Choir	
MS Asst. Football   MS Asst. Wrestling		MS Asst. Girls Track		MS Vocal Music	
MS Head Leaders Club		MS Asst. Volleyball		MS Newspaper	
HS Senior Project Coordinator		Academic Decathlon Coach		Elementary Instrumental Band	
MS Intramural Director		Science Olympiad Coach			
MS Forensics   MS Drama		HS Mock Trial			
Tee Pee Talk Sponsor		HS Scholar Bowl			
Diversity Ambassador Club Sponsor		HS Asst. Powerlifting			
HS Head Bowling					
\$3,378	7.40%	\$2,958	6.48%	\$2,538	5.56%
<b>LEVEL 10</b>		<b>LEVEL 11</b>		<b>LEVEL 12</b>	
MS Asst. Cheerleading		HS Head KAYS		MS Instrumental Music	
HS Head Robotics		MS Art Club		Elementary Science Fair Coordinator	
HS Carpentry Club Sponsor		HS Asst. Dance		MS Math Athletics Sponsor	
		HS Asst. Robotics   H.S. Asst. Debate		Elementary Yearbook Coordinator	
		National Honor Society / NJHS			
		Spanish National Honor Society			
		MS Video Yearbook			
		HS Asst. Forensics   HS Asst. Drama			
		9 <sup>th</sup> Grade Cheerleading			
		HS Asst. Musical			
		HS Key Club Sponsor			
		Orange Crush Sponsor			
\$2,114	4.63%	\$1,689	3.70%	\$1,269	2.78%
<b>LEVEL 13</b>		<b>LEVEL 14</b>			
HS Asst. KAYS		Principal's Choice (2) per school			
Building Web Page / Social Media					
MS Pep Club					
HS Senior Sponsor					
HS Junior Sponsor					
Elementary Student Council (2/Bldg.)					
\$845	1.85%	\$712	1.56%		

USD 204 Bonner Springs Edwardsville							
Final 2023-2024 Teacher's Salary Schedule							
STEP	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+45
1	\$45,650	\$46,928	\$47,476	\$48,960	\$49,234	\$49,622	\$50,101
2	\$46,084	\$47,476	\$48,047	\$49,736	\$50,032	\$50,443	\$50,934
3	\$46,517	\$48,024	\$48,617	\$50,512	\$50,831	\$51,265	\$51,767
4	\$46,951	\$48,572	\$49,188	\$51,288	\$51,630	\$52,087	\$52,600
5	\$47,385	\$49,119	\$49,759	\$52,064	\$52,429	\$52,908	\$53,433
6	\$47,818	\$49,667	\$50,329	\$52,840	\$53,228	\$53,730	\$54,266
7	\$48,252	\$50,215	\$50,900	\$53,616	\$54,027	\$54,552	\$55,100
8	\$48,686	\$50,763	\$51,470	\$54,392	\$54,826	\$55,373	\$55,933
9	\$49,119	\$51,311	\$52,041	\$55,168	\$55,625	\$56,195	\$56,766
10	\$49,553	\$51,858	\$52,612	\$55,944	\$56,423	\$57,017	\$57,599
11	\$49,987	\$52,406	\$53,182	\$56,720	\$57,222	\$57,839	\$58,432
12	\$50,420	\$52,954	\$53,753	\$57,496	\$58,021	\$58,660	\$59,265
13	\$50,854	\$53,502	\$54,324	\$58,272	\$58,820	\$59,482	\$60,098
14		\$54,050	\$54,894	\$59,048	\$59,619	\$60,304	\$60,931
15		\$54,597	\$55,465	\$59,824	\$60,418	\$61,125	\$61,764
16		\$55,145	\$56,035	\$60,600	\$61,217	\$61,947	\$62,598
17		\$55,693	\$56,606	\$61,376	\$62,016	\$62,769	\$63,431
18			\$57,177	\$62,152	\$62,814	\$63,590	\$64,264
19			\$57,747	\$62,929	\$63,613	\$64,412	\$65,097
20			\$58,318	\$63,705	\$64,412	\$65,234	\$65,930
21			\$58,889	\$64,481	\$65,211	\$66,056	\$66,763
22			\$59,459	\$65,257	\$66,010	\$66,877	\$67,596
23			\$60,030	\$66,033	\$66,809	\$67,699	\$68,429
24			\$60,600	\$66,809	\$67,608	\$68,521	\$69,262
25			\$61,171	\$67,585	\$68,407	\$69,342	\$70,096
26			\$61,742	\$68,361	\$69,205	\$70,164	\$70,929
27			\$62,312	\$69,137	\$70,004	\$70,986	\$71,762
28			\$62,883	\$69,913	\$70,803	\$71,807	\$72,595
29			\$63,453	\$70,689	\$71,602	\$72,629	\$73,428
30			\$64,024	\$71,465	\$72,401	\$73,451	\$74,261
31			\$64,595	\$72,241	\$73,200	\$74,273	\$75,094
32			\$65,165	\$73,017	\$73,999	\$75,094	\$75,927
33			\$65,736	\$73,793	\$74,798	\$75,916	\$76,760
34			\$66,307	\$74,569	\$75,596	\$76,738	\$77,594
35			\$66,877	\$75,345	\$76,395	\$77,559	\$78,427
36			\$67,448	\$76,121	\$77,194	\$78,381	\$79,260
37						\$79,203	\$80,093
38						\$80,024	\$80,926



**Paragraph 1: Purpose of Schedule:** This Salary Schedule is a policy for determining salaries, not a contract with teachers.

**Paragraph 2: Placement on Schedule:**

**A) Determination of Placement:** The proper schedule placement shall be determined by the training factor only. (Neg. 1994/95)

**B) Assignment of Step:** The step assigned shall be determined by an appraisal of training, years of experience, quality of past service and professionalism. Steps and years of experience are not synonymous, but ordinary employees are advanced one step each year for satisfactory service. (Neg. 1994/95)

**C) Original Schedule:** The original schedule and step to which assigned shall be considered the proper placement of each teacher, regardless of the number of years of service experience, and future placements shall be determined by factors set forth in A and B in relation to the original placement. The amount of prior credit allowed is a decision reserved to the discretion of the Board and its administrative officers. (Neg. 1994/95)

**D) DOCTORATE:** Every teacher who has attained a doctorate from an accredited college or University shall receive an additional five hundred dollars (\$500) per year in salary.

**E) Ten Month contracts:** Teachers agreeing to teach an extra month shall be paid for the extra month by dividing the yearly salary for Step 1 Column 1 on the salary schedule and

dividing that number by the number of class periods in the regular school day. Provided that Should any individual 10-month contract employee believes that his or her duties in the tenth (10th) month are the same duties as for the previous nine (9) months that employee may apply to the Superintendent for a review of the duties being performed and adjustment of the tenth (10th) month pay to the level of the previous nine (9) months if it is determined that the duties are the same (Neg. 2007-8).

**Paragraph 3 - Educational Requirements:**

**A) Eligibility for Columns:** To be eligible for placement on columns BS+15 through MS+45, teachers must take graduate work in fields of study related to teaching/instruction or approved District Professional Development credit as listed in Paragraph D.

**B) Conditions for Column Movement:** Upon meeting requirements of an advanced schedule, such as moving from BS to BS+15, the teacher will be moved to the same step on the new schedule providing:

- 1) Filing of Request: A request for new schedule placement has been filed at contract time.
- 2) Filing of Transcript: One copy of an official transcript reflecting completed work is filed with the Central Office prior to September 15.

**C) District Workshops:** District workshops (non-college credits), travel and work experience cannot be substituted for meeting college credit requirements of schedules.

**D) In-Service Points:** Twenty (20) District approved In-Service points count as one (1)

graduate college credit on Salary Schedule. Maximum per year for salary advance is forty (40) points.

**E) Graduate Hours:** Graduate hours not used toward Masters may be used toward future salary step increases.

**Paragraph 4 - Compensation for Service on Committees:**

**A) District Wide:** Teachers serving on District-wide committees for the school year shall be compensated ***BASED ON HOURLY EXTRA DUTY RATES UPON COMPLETION OF AN HOURLY EXTRA DUTY TIMESHEET*** No payment shall be made for any work performed during regular duty day of certified staff.

**B) Chairpersons: SEE ARTICLE 8 PARAGRAPH 1**

**C) Exception:** No teacher who is paid compensation under his or her contract or supplemental contract for duties which include the work he or she does as a member or chairperson of the committee shall be eligible to receive compensation under 4 (A) or (B). In order to receive compensation under 4 (A) or (B), the committee must be one formed and authorized by the Superintendent or Board of Education.

**Paragraph 5 - Special Contract Provisions:**

**A) Contract Days:** Regular classroom teacher contracts are based on 181 days of which represents 1,179 instructional hours. Teachers new to the District, contracts are based upon 186 days of which represents 1,179 instructional hours. Annual required

training counts as one of the 181 contract days and must be completed off campus any time after July 1 and prior to staff convocation day. (Neg. 2023-24)

**B) Summer School:** Certified teachers teaching summer school will be paid \$20 per hour for Summer School Pay for the summer school held during the summer of 2006. This rate will be increased each year in an amount equal to the average percent raise given to the certified staff for that year.

**C) Specific Assignment:** A teacher's contract is an agreement to teach for the District. The specific assignment and extra duties must be determined by education needs of the District and not the teacher's personal preference.

**D) Supplemental Duties:**

1) Special Assignments: Regularly assigned duties requiring time after the regular teaching day will be compensated for according to the Supplemental Salary Schedule attached hereto this Agreement.

2) Procedure for Assignment to Supervision: Assignment of Teachers to Supervising Duties at the Middle and Senior High School Athletic Games:

All teachers who wish to supervise Middle School and High School athletic contests shall fill out a form provided by the administration on which the teacher indicates the type of athletic activity (i.e. football, women's basketball, etc.) he or she would like to supervise. The administration shall then prepare a schedule listing the supervisors for the games. The supervising teachers will be chosen on a rotating basis from the list of those who have indicated a willingness to

supervise the activity. If the teacher will not be able to supervise on the assigned day, he or she shall advise the District in writing of this fact at least two (2) weeks before the scheduled activity, otherwise the teacher must find another teacher willing to substitute. The person or persons to whom the teacher is to report his or her inability to supervise on the assigned day shall be published with the schedule of assignments. If the schedule is not published within two (2) weeks of the event, the teacher must notify the District of his or her inability to supervise within two (2) days of the event. (Neg. 1994/95)

**4.0 Rate of Pay:** The rate of pay for supervision of activities will be as follows: (Neg. 1997-98, and Amended in 2006-07)

School Year	Rate
1997-1998	10.50
1998-1999	11.00
1999-2000	11.50
2000-2004	12.00
2005-2006	13.00
2006-2007	14.00
2007-2008	15.00
2008-2012	16.00
2012-2019	17.00
<b>2019-2024</b>	<b>19.00</b>

**4.1 Rate of Pay:**

ESSER Academic Learning Loss pay for the 2021-22 school year for academic and curricular work during a planning period or outside the school day will be paid at \$36 per hour. For activities to qualify for the ESSER rate, it must tie in to student learning loss and must be approved by the building principal.

**4.2 Rate of Pay:**

Lunchroom supervision pay beginning in the 2023-2024 school year will be \$21.00 per hour.

**E) Cafeteria Plan:** Section 125 Tax Savings Plan is available to full-time certified employees.

**F) Departmental Chair Pay:** Persons who serve in the capacity of a Departmental Chair shall be paid an additional amount according to the following schedule:

- i) Departments which are comprised of 1-2 teachers - \$200.00
- ii) Departments which are comprised of 3-5 teachers - \$400.00
- iii) Departments which are comprised of 6 or more teachers -\$600.00

Payment for service as a Department Chair shall be made one-half in December and one-half in June during the contract year. (Neg. 2008-2009).

**Paragraph 6: Supplemental Salary Committee**

A committee shall be formed for the purpose of a) reviewing supplemental salary compensation adjustment requests and b) recommending changes to the number of supplemental salary positions offered by the district with the subsequent responsibility of recommending those changes to the Board of Education. All requests made by the review committee to the president of the Association and the Superintendent of Schools shall be in writing, with majority and minority (if appropriate) report(s) attached. An additional responsibility of the committee will be to annually review the number of students and

athletes participating in each extracurricular program in order to ensure adequate and safe sponsor or coach to participant ratios. Committee members will be jointly appointed by the president of BSKNEA and the Superintendent of Schools. The methodology utilized will be the responsibility of the aforesaid two parties. The committee chairperson will be the District Activities Director.

Committee members will serve a three (3) year term on the Supplemental Compensation Committee. Beginning with the 2015-16 school year, twelve (12) voting members will be appointed (four to a one-year term; four to a two-year term; and four to a three-year term). Beginning with the 2016-17 school year, the four “one-year committee members” will be appointed to a three (3) year term. Subsequent years will follow the same format. The Supplemental Compensation Committee structure will be as follows:

1. District Activities Director, Chairperson
2. Instrumental/Vocal Music Dept. Teacher
3. Board of Education Member
4. BSKNEA president or designee
5. Middle School Coach
6. High School Coach
7. Building Administrator
8. Teacher from Activities Area
9. High School Teacher (non-activities)
10. Teacher from Academic Area
11. Middle School Teacher (non-activities)
12. Elementary Teacher (non-activities)
13. Recorder (non-voting and non-termed)

A person receiving supplemental compensation who feels the salary or index

should be changed for that position will submit a written request, for review, to the Superintendent of Schools. The request will be forwarded to the BSKNEA president or designee and District Activities Director. The District’s Activities Director will develop a meeting agenda, date, location, topics, support materials, etc., which will be forwarded to the Supplemental Compensation Committee members. Minutes of all proceedings will be kept, with copies forwarded to all committee members, to the BSKNEA president or designee, and to the Superintendent of Schools. Recommendations from the review committee will be submitted to the Superintendent of Schools for presentation to the Board of Education for final approval or rejection.

#### **Paragraph 7: Success of Program**

When a team/activity qualifies for state level competition, the amount of time increases by one week with most sports and activities except soccer and football. The amount of compensation will also be increased based on the average weekly earnings of the supplemental position for the coaches and / or sponsors affiliated with that sport or activity.

#### **Paragraph 8 - Length of Day:**

A) Elementary Schools: All attendance facilities for kindergarten through fifth grade shall have a 6 hour and 45-minute instructional day with a 30-minute lunch and one morning and/ **OR** one afternoon recess.  
B) Middle and High Schools: The High School and Middle School shall have a 6 hour and 45-minute day with a 25-minute lunch break.  
(Neg. 1994/95)



## Article XVII – PROFESSIONAL ETHICS

Professional Ethics: As a guide for the teaching profession, the members of the National Education Association and many local and State education associations have adopted this code of ethics. These basic principles apply to all persons engaged in the professional aspects of education from the elementary to the collegiate level.

### National Education Association Code of Ethics

#### PRINCIPLE I Commitment to the

Student The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

#### **In fulfillment of the obligation to the student, the educator:**

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student's access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly --

- a. Exclude any student from participation in any program
  - b. Deny benefits to any student
  - c. Grant any advantage to any student
7. Shall not use professional relationships with students for private advantage.
  8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

#### PRINCIPLE II Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service. In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract person's worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

#### **In fulfillment of the obligation to the profession, the educator:**

- Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
- Shall not misrepresent his/her professional qualifications.
- Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.

- Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
- Shall not assist a non-educator in the unauthorized practice of teaching.
- Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
- Shall not knowingly make false or malicious statements about a colleague.
- Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action

## **ARTICLE XVIII - USD 204 BOARD POLICIES**

### **Section A - Health Examination:**

Paragraph 1: Statute: The following Kansas Statute requires periodic health examinations: "The school board shall, as a condition of entering or continuing employment, require each employee, who is in regular contact with pupils, to submit a certification of health signed by a licensed physician on a form prescribed by the Kansas State Board of Health. The certification shall include a statement that there is no evidence of physical condition that would conflict with the health, safety or welfare of the pupils; and that freedom from tuberculosis has been established by chest x-ray or negative tuberculin skin test.

### **Section B - Verification of Training:**

Paragraph 1: Official Transcripts: Each professional employee must have an official transcript sent from the college(s) directly to the district. The District also requires this verification for placement on salary schedules.

### **Paragraph 2: Adjustment in Salary:**

Each licensed employee shall be required to have an official transcript of all college work sent directly to the district. This requirement shall also apply to additional work completed during the period of employment before any adjustment in salary or salary schedule placement can be made.

**Paragraph 3: In-Service Points:** Each 20 points earned in the District-approved In-

Service program after August 20, 1985, will count as one graduate college hour. These points (hours) can be used for lateral movement on the Salary Schedule and must be verified by the PDC.

### **Paragraph 4: Moves on Salary Schedule:**

All verified graduate hours earned from an accredited college in current teaching field, in the area of education *or when adding an endorsement*, may count toward lateral movement on the Salary Schedule. Once a Masters is earned, all graduate hours not counting towards the Masters would qualify for further movement.

### **Section C - Licensure:**

**Paragraph 1: Valid Kansas License:** All employees shall hold a valid Kansas **license** for the position for which they have been employed, meeting all subject, field and special requirements which the State Statutes require.

**Paragraph 2: Renewals:** It shall be the duty of the employee to make application and acquire proper certification, and to make subsequent renewals whenever it becomes necessary to do so.

### **Section D - Qualifications for Appointments as Teachers:**

**Paragraph 1: Requirements:** All candidates for teaching positions must meet the requirements of the State Department of Education. Experience will be evaluated on an individual basis.



**Paragraph 2: Media Specialist:** Effective July 1, 2014 all Media Specialist shall be required to meet certification requirements for library/media specialist for the instructional level which they are assigned. (Current librarian's/media specialists are grandfathered in under this provision.)

**Section E - Selection and Appointment:**

**Paragraph 1: Certified Personnel:** The Board administers as local policy the provisions of these laws in the selection, appointment and continuous employment of certified personnel. These laws are included here for the information and guidance of all personnel who come under the provisions of these two acts.

**Paragraph 2: Contract Provisions:** The Board of Education has established as policy the following conditions and has incorporated these as provisions of the contract signed by all certified teacher personnel:

- a) The teacher will perform the duties of a teacher in the District under the supervision and direction of the Board, it's Superintendent of Schools and other officials designated by said Board, and in all respects, faithfully comply with, obey and enforce all rules and regulations of the District, not in force and that hereafter may be adopted and all applicable laws of the State of Kansas.
- b) The services to be performed by the teacher thereunder shall be determined and assigned by the Superintendent of Schools, subject to the orders, rules and regulations of

the Board; and the Board reserves the right to transfer or reassign teacher to any other school or any other educational project of the District.

- c) As a condition to entering or continuing employment as provided by law, the teacher is required to submit a certification of health signed by a licensed physician, the expenses hereof to be borne by the teacher.
- d) The teacher is properly **licensed** in accordance with the laws of the State of Kansas, and the requirements of the Kansas State Department of Public Instruction, governing the position to which the teacher is assigned.
- e) One official transcript of all college credit has been filed with the District Office prior to September 15.
- f) This Agreement is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments hereof or supplements hereto respectively.
- g) This Agreement may be canceled by mutual agreement of both parties thereto.
- h) This Agreement is based upon 181 days (**186** days for teachers new to the District), 1,179 hours of which shall be instructional duties:
  - 5) In the event it is necessary to close the school temporarily at any time, said teacher agrees to teach the corresponding additional time necessary to make up the time lost and without additional compensation.

## **Section F - Promotion:**

**Paragraph 1: Procedures:** The Superintendent or his/her designated representative in charge of Personnel, shall establish and maintain procedures for discovery among employees of suitable candidates for promotion, for the thorough study and appraisal of the qualifications of such persons and for their training.

**Paragraph 2: Advancement:** Although every effort shall be made to promote qualified staff members deserving of advancement, the Board shall assign, transfer, or employ the candidate who possesses the best qualifications for the open position.

**Section G - Breach of Contract:** Any employee who fails to comply with the provisions of Kansas Law or with those contractual regulations and limitations of the Board as stated in the foregoing paragraphs may be held in breach of contract.

**Section H - Cancellation of Contract:** An employee's contract may be canceled by mutual agreement of both parties thereto, providing reasons and terms of cancellation are within provisions of State Statutes and District policies. The Board views employment contracts as legal instruments equally binding on the employee as it is on the employer.

## **Section I - Resignations:**

**Paragraph 1: Conditions:** The Board shall consider requests for termination of employment at times other than the yearly

renewal date of contracts under the following conditions:

- a) When written requests stating the release date desired and reasons for resignation are received at least thirty (30) days prior to desired terminal date.
- b) When unusual or emergency circumstances apparently exist.
- c) When an obvious opportunity for professional advancement has been made available to an employee who has not initiated an application for the position.

**Paragraph 2: Sole Judge:** The Board and its executive officers shall be the sole judge of accepting or rejecting such resignations and for establishing the terms of cancellation should resignation be accepted.

Consideration shall be given by the Board to such factors as length of District employment, quality of performance and professionalism, as well as to the reasons for resignation in taking action on requests.

## **Paragraph 3: Qualified Replacement:**

Acceptance of all resignations other than those requested at regular renewal time shall be contingent upon finding a qualified applicant for replacement within a thirty (30) day time period. Release can be granted in less than thirty (30) days only when a qualified replacement is found in less time.

## **Section J - Dismissals:**

### **Paragraph 1: Causes of Termination:**

Causes for termination of contract shall be:

- a) Willful breach of any provision of the contract of employment;
- b) Professional incompetence;

- c) Insubordination;
- d) Any conduct on the part of the employee which may impact the efficiency of himself/herself, or his/her colleagues.

**Paragraph 2: Causes for Non-renewal:**

Causes for non-renewal of contract shall be incompetency, inefficiency or elimination of position.

**Paragraph 3: Probation:** The Board is the sole judge of the quality of the services of its employees; and the Superintendent of Schools may place any employee for probation if, in his/her judgment, time is needed to determine the effectiveness of the employee's service or his/her value as a cooperative employee of the school system. The Superintendent of Schools may be required by the Board to submit information regarding such action.

**Section K - Length of Day:** Each teacher is expected to be on duty a minimum of seven and one-half hours (7.5). Because of various starting times at District schools, due to bus schedules, the building principal shall designate the normal arrival and departure times for teachers.

**Paragraph 1: School-owned Materials:**

School-owned materials, equipment and facilities shall not be used for private tutoring.

**Paragraph 2: Interference:** Under no circumstances may outside employment interfere with the regular performance and conduct of the employee on his/her assignment with the School District.

**Section L - Evaluation of Certified**

**Personnel:** The KEEP 2 system, as designed and developed by KSDE, will serve as the evaluation instrument for certified personnel. (Neg. 06/27/2017)

**Paragraph 1: Purposes:** In order to insure a high quality of performance on the part of certified employees of the District, a continuous evaluation program of all certified employees is hereby establish in the District. The purposes of such evaluation program are:

- a) To improve the instructional program of the District;
- b) To identify teachers and administrators who may qualify for positions of greater responsibility in the District;
- c) To build community confidence in the quality of the school staff;
- d) To assist the employee in developing specific goals for implementing his/her contractual assignments;
- e) To provide a basis for administrative recommendation and Board decision as to renewal of contract;
- f) To assist in the determination of the level of compensation for certified employees.

**Paragraph 2: Job Improvement**

**Targets:** The Board adopts the general philosophy that any evaluation system should be based upon the development of specific job improvement targets. Such targets are to be jointly developed by the individual employee, based on District goals and philosophy, who is the subject of the evaluation process, the building principal, and the Superintendent of Schools or his/her designated agent. Once such job performance targets have been identified and agreed upon, the evaluation

process should attempt to measure the success of the individual employee in meeting his/her own job targets for improvement for the school year.

**Paragraph 3: Procedure:** The evaluation procedure will incorporate elements which will reflect not only the academic preparation of each certified employee, but also the processes used in the classroom and other school responsibilities. The evaluation instrument or instruments should be developed by the Board in cooperation with the persons responsible for making evaluations and the persons who are to be evaluated, and to the extent practicable, consideration should be given to comment and suggestions from other community interests. (Reference - K.S.A. 72-9001 et seq.)

**Paragraph 4: Maintaining Documents:** All records related to the evaluation of a particular employee shall be maintained in the district's evaluation program in the office of the Superintendent of Schools

**Paragraph 5: Evaluatee's Copy:** Upon completion of the evaluation, the evaluatee shall have access to the evaluation. The receipt of such evaluation must be acknowledged.

**Paragraph 6: Availability of Evaluation:** Evaluations shall be available only to the evaluatee, the evaluator, and the Superintendent and the Board as a body.

**Paragraph 7: Record Keeping:** The Superintendent or his/her designated representative shall be charged with the

responsibility of recording the names and the dates of document use of all persons granted access to the individual evaluation documents.

**Paragraph 8: Length of Time:** Evaluation reports of all certified personnel shall remain in the District confidential file for a minimum period of three years or until the employee terminates employment with the District.

**Section M - Personnel File:** The Board shall direct who will keep the official personnel file and where this file shall be kept. All materials placed in the personnel file of the teacher, and originating within the District, will be available to the teacher for inspection upon request.

Any material in the file that is dated over five years will be removed at the request of the teacher.

**Section N - Tenure:**

**Paragraph 1: Guidelines:** The Board shall utilize the following guidelines in reviewing contracts of its employees:

a) Inexperienced teachers and out-of-state experienced teachers shall be considered probationary employees for three years; teachers with experience within the State of Kansas who are new to the District shall be considered probationary employees for two years. These employees are subject to non-renewal of contract under the provisions of the Continuing Contract Law in K.S.A. 72-5445.

b) Upon completing the second year of employment (experienced in-state teachers) and the third year of employment (new and out-of-state teachers) in the District, employees shall be considered to have District tenure with automatic contract renewal according to provisions of the Salary Schedule.

c) District tenured employees whose duty performance becomes questionable may be placed on one-year probation. When improvement in the questioned areas has not been made and the probation is not removed, the employee's contract shall not be renewed the following year. Employees placed on probation shall be notified in writing, stating the reasons and the improvement desired. Employees on probation who make the desired improvements shall be eligible to advance on the Salary Schedule when their contract is renewed.

**Paragraph 2: Requesting a Hearing:**

Employees may request a hearing before the Board if they have been notified their contract shall not be renewed. Such requests shall be in writing.

**Section 0 - Duties of Classroom Teachers:**

**Paragraph 1: Atmosphere:** To create and maintain a classroom and classroom atmosphere conducive to learning, and to accept and carry out the legal responsibility of supervision of students in a classroom situation;

**Paragraph 2: Discipline:** To maintain the discipline of pupils enrolled in their classes in a manner consistent with school policy and law;

**Paragraph 3: Supervision:** To supervise the orderly passage of students from class to class and reprimand disorderly students, even if the students are not assigned to the teacher, and to keep informed concerning the rules, policies and regulations of the Board as stated in the Policy Handbook or its supplement;

**Paragraph 4: Lesson Plans:** To prepare lesson plans that will lead to a progression of learning and which will assist substitute teachers;

**Paragraph 5: Professional Manner:** To present and conduct himself/herself in a professional manner;

**Paragraph 6: Continuing Education:** To continue his/her formal education as one means of insuring professional growth, and to attend and participate in all required professional meetings, both school and District-wide.

**Paragraph 7: Extra Duties:** To perform whatever extra duties arise which are required for the success of the total school program and which are not contrary to State Law, such as open houses, graduation, family enrichment nights, and other such activities, but shall not be required to attend more than five activities outside of the contracted duty day within any one school year. Any teacher who is assigned to more than one attendance center shall not be required to attend more

than five such activities during the school year. Should any teacher attend more than 5 such activities (*for not more than 8 hours in total*) during the school year, those activities in excess of 5 shall be compensated at the extra duty pay rate in effect. These five (5) activities shall be limited to Monday through Friday; *No single activity will be counted for less than one hour* (Neg. 6-26-19)

**Paragraph 8: Reporting Problems:** To report to his/her principal and/or Superintendent any incident or problem involving students or school personnel, the information of which might enable the administration to prevent embarrassing or damaging situations and to be prepared for them should they occur;

**Paragraph 9: School Duties:** To devote his/her time exclusively to school duties during school hours. Lesson plans and reports shall not be prepared during the hours when teachers are in charge of pupils when such would adversely affect the learning environment;

**Paragraph 10: Direct Responsibility:** To be directly responsible to the principal of his/her respective building. He/she shall promptly and consistently carry out the instructions of his/her principal and the Superintendent;

**Paragraph 11: Planned Absence:** To give the principal several days' notice prior to a planned absence, and to notify him/her as soon as possible in other cases. If the principal is not available, the assistant principal or administrative assistant should

be contacted.

**Paragraph 12: Classify Grade and Promote:** To classify, grade and promote his/her students in accordance with the policies and instructions of the Board and Administration;

**Paragraph 13: Professional Attitude:** To maintain a professional attitude in his/her relationships with his/her students, parents and fellow teachers, and at no time to engage in controversial matters in the presence of students. Matters in which teachers may be in disagreement should be discussed in private. All employees, regardless of position, will work together in an atmosphere of mutual respect;

**Paragraph 14: Sectarian Doctrines:** To avoid the instruction of sectarian doctrines;

**Paragraph 15: Regular Hours:** To arrive and depart from his/her teaching station at the regular time;

**Paragraph 16: Membership in Professional Organizations:** The Board does not require membership in professional organizations as a condition for employment. However, the Board is aware that the members of a profession have an obligation to their group, and it encourages reasonable participation in such organizations.

## **Exhibit C: Professional Committees**

### **Curriculum, Professional Development and Technology Committees**

#### **Curriculum Council**

##### **Members:**

- 1 Teacher per building selected by BSKNEA
- 1 Teacher per bld. as selected by Bldg. Adm.
- Director of Elementary Education
- Director of Secondary Education

##### **Responsibilities:**

- Review and approve courses
- Review and approve grade level curriculum
- Set up process for Textbook adoption and approve
- Appoint sub committees to review curriculum and assessment as needed
- Communicate Curriculum Council responsibilities and actions with building staff

**Term Limits: - \*Teachers may serve more than one year but no more than three consecutive years on any of the committees listed above.**

##### **Remuneration:**

**\*All teacher committee members will complete hourly extra duty time sheets for meeting attendance and assigned committee work and will be compensated at the hourly extra duty rate for teachers for time worked outside of their regular duty day.**