

NEGOTIATED AGREEMENT
AS RATIFIED BY
BOARD OF EDUCATION, USD NO. 477
AND
INGALLS TEACHERS ASSOCIATION

AUGUST 2019 THROUGH JUNE 2020

USD 477 is an equal opportunity organization that does not discriminate against race, color, national origin, age, sex or disability. The Superintendent of Schools has been designated as coordinator for Section 504 (ADA). Questions of rights or discrimination should be referred to the Superintendent of Schools.

The attached negotiated agreement resulting from the undersigned representatives of the Ingalls Teacher's Association and the Board of Education of USD #477 hereby approve professional negotiations.

Brian Beavers
President, Board of Education

Susan Bailey
President, Ingalls Teacher's Association

Debra Benton
Clerk, Board of Education

USD #477
Negotiating Team

Brian Beavers
Randy Rockhold

Ingalls Teacher's Association
Negotiating

Susan Bailey

Date Signed

PREAMBLE

AGREEMENT made and entered into as of the **10th** day of **June** 2019, by and between the BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 477, GRAY COUNTY, STATE OF KANSAS hereinafter referred to as the “Board” and INGALLS TEACHERS ASSOCIATION, hereinafter referred to as the “Association.”

WHEREAS, the Legislature of the State of Kansas has established a procedure for professional employees employed within the school district of the State of Kansas to organize and to select a representative for the purpose of professional negotiation, and the majority of the employees, excluding administrators, within the school district has designated the Association as its representative for professional negotiation; and

WHEREAS, the Association is recognized by the Board as the exclusive representative of all those employed by the Board in positions which require certificates issued by the State Board of Education or who are employed in professional, educational or instructional capacities, but shall not include administrative employees.

WHEREAS, the Board and Association recognize and declare that providing a quality education for the students of Unified School District No. 477 is their mutual desire and that the character of such education depends predominantly upon the quality and morale of the teaching staff; and

WHEREAS, it shall be the mutual aim of the parties of this agreement to maintain and improve the quality of the instructional program and morale of the teaching staff; and

WHEREAS, representatives of the Board have met with representatives of the Association and have negotiated in good faith the terms and conditions of professional service.

DEFINITIONS

- A. **ADMINISTRATION:** All persons employed by the Board in positions requiring an administrative license by regulation of the State Department of Education as stated in the current License Handbook.
- B. **ASSOCIATION:** Ingalls Teachers Association, affiliated with Kansas National Education Association and the National Education Association.
- C. **BOARD:** The Board of Education of Unified School District No. 477, Gray County, State of Kansas.
- D. **DAYS:** Except when otherwise indicated, days shall mean working days.
- E. **DISTRICT:** Unified School District (U.S.D.) No. 477.
- F. **EMPLOYEE:** Member of the bargaining unit.
- G. **KNEA:** Kansas National Education Association
- H. **NEA:** National Education Association
- I. **ITA:** Ingalls Teacher Association
- J. **SENIORITY:** The period of professional service in the district
- K. **SUPERINTENDENT:** Superintendent of Schools of Unified School District No. 477, Gray County, State of Kansas
- L. **PRINCIPAL:** Principal of Ingalls Elementary or Ingalls High School of Unified School District No. 477, Gray County, State of Kansas
- M. **TEACHER:** Any person employed by the Board in a position, which requires a license, issued by the State Board of Education or employed in a professional or instructional capacity by the Board, but does not mean any person who is an administrative employee.
- N. **IMMEDIATE FAMILY:** Any person for whom the employee bears the responsibility financially, physically, or emotionally.

DURATION OF AGREEMENT

This agreement shall become effective **August 1st, 2019**, provided it is ratified by the Board and the members of the negotiation unit in accordance with the provisions of the Professional Negotiation Act, K.S.A. 72-5413, et seq., and shall remain in full force and effect to and including June 30, 2020. All articles of this Agreement shall continue in full force and effect to an including June 30, 2020, and thereafter for successive contracted periods, unless written notice to amend is given by either party to the other not later than February 1, immediately preceding the expiration date pursuant to K.S.A. 72-5423.

SAVING CLAUSE

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

REPRODUCTION OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board within thirty days after the Agreement is signed and presented to all employees now employed, hereafter employed during its life, or considered for employment by the Board. The Board shall furnish one electronic copy of this Agreement to the Association for its use.

ARTICLE I

SALARY SCHEDULE

1. Licensed Salary Schedule Enclosed as Appendix A
2. Supplemental Salary Schedule Enclosed as Appendix B

ARTICLE II

ADDITIONAL EDUCATION

A teacher may receive compensation for completing college course work with the purpose of the district providing them assistance to become a better teacher. Completion of the request form and approval by the Superintendent of Schools must be obtained prior to any licensed personnel taking courses, should the licensed personnel wish to advance on the salary schedule and receive the \$80. per hour additional for which the district will pay. Approval of classes and forms must be turned into the district office before taking any course. If not, reimbursement will be delayed to the following school year. The licensed personnel must be under contract to teach a full school term in the district after completion of the course(s), must obtain at least a grade of "B" or better, and submit an official transcript to the district office after completion. The district will limit the licensed personnel to nine (9) hours per school year. Payment will be made once each year in the November payroll. Amended (4/12/15)

ELL courses, as requested by the Board of Education, will be paid in full until licensure is obtained. This agreement will remain as long as the district receives adequate funding from the state for ELL endorsements.

ARTICLE III

PAY DAY

Each employee shall be paid in twelve (12) equal installments on the 10th day of each month. Checks shall be provided to teachers on regular school days. The pay date is established as bookkeeping necessitate.

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks the last working day before the holiday, vacation or weekend.

Any employee, upon written notice to the Board by April 1, shall receive his/her June, July and August checks by June 15th if all contracted obligations are completed by the teacher.

Summer checks other than for summer school employees shall be mailed or deposited to the address designated by the employee.

ARTICLE IV

SALARY SCHEDULE ADDEDUM

1. Teachers entering the school system may use up to 12 years of teaching experience for placement on the salary schedule. More than 12 years experience may be accepted on hard to fill positions. This will be at the discretion of the administration and board of education. Teachers issued a supplemental contract will not be allowed to bring in any years of prior experience.
2. Each teacher expected to advance horizontally shall inform the clerk of the board by July 1st of the school year.

ARTICLE V

PROFESSIONAL DEVELOPMENT

In-service points may be used for advancement on the salary schedule; however, in-service points may only be used for one-half of the needed hours or credit for column movement. Twenty in-service points equals one hour of college credit.

ARTICLE VI

HEALTH INSURANCE

The board shall provide the opportunity for each employee to execute a salary reduction agreement, once annually. The district is committed to providing the negotiated contributions for healthcare benefits while providing equitable contributions to all employees in the district. Due to the Affordable Care Act (ACA) all insurers now provide age rated rates on all medical plans. In an effort to be fair to all employees the district converts the average cost of each employees single rate and calculates a composite rate that is the same for all employees. If employees choose to add spouses

and children the rate for those age brackets will be added to the composite single rate. The average contribution will be \$500.00. (8/6/18)

The selection of health insurance benefits, and health insurance provided shall be subject to bargaining. If the current health insurance has an increase of 15% or more the district may look into different coverage. A teacher committee may be appointed to make recommendations to the administration and/or Board of Education.

The Board shall provide a fringe benefit plan, which complies with Section 125 of the IRS code.

Coverage shall commence and be effective on the first day of the District's Section 125 plan year.

The plan shall provide but not necessarily be contained under the Section 125 the following:

Extended health, hospital, surgical, major medical and dental insurance.

The company, which offers this benefit, will be selected by majority vote of the teachers.

The Board shall provide the teacher with the necessary forms and information to allow the teacher an opportunity to take advantage of this benefit at least thirty days before the beginning of each plan year.

If a teacher is terminated or nonrenewed, the Board agrees to continue the teacher's insurance coverage under the provisions of the COBRA Act of 1985.

ARTICLE VII

SECTION 125 CAFETERIA PLAN

The Board shall establish a cafeteria plan program to comply with Section 125 of the Internal Revenue Code. The board shall provide the opportunity for each employee to execute a salary reduction agreement, once annually. The district is committed to providing the negotiated contributions for healthcare benefits while providing equitable contributions to all employees in the district. Due to the Affordable Care Act (ACA) all insurers now provide age rated rates on all medical plans. In an effort to be fair to all employees the district converts the average cost of each employees single rate and calculates a composite rate that is the same for all employees. If employees choose to add spouses and children the rate for those age brackets will be added to the composite single rate. The average contribution will be \$500.00. (8/6/18)

Premiums for life insurance over \$100,000. will be paid on a deduction basis as well as premiums for salary protection.

ARTICLE VIII

TAX SHELTERED ACCOUNTS

The Board shall transmit tax sheltered account funds on behalf of its employees pursuant to current state and federal laws and regulations. Employees may request separate salary reduction agreement for the purpose of contributing to a tax sheltered account. The employees may sign up for a tax-sheltered account at any time through out the year. Once established employees will only be allowed to adjust their contributions each school year by giving notice to the Clerk of the Board before October 1.

ARTICLE IX

FAMILY AND MEDICAL LEAVE

Family and medical leave shall be granted for a period of not more than 12 weeks during a 12-month period. For purposes of this policy, a 12-month period shall be defined as a fiscal year beginning July 1 and ending the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for a birth or placement for adoption of a child, foster care or to care for a child with a serious health condition.

Leave is available because of:

1. The birth or a son or daughter of the employee and to care for the son or daughter;
2. The placement of a son or daughter with the employee for adoption or foster care;
3. The need to care for a spouse, son, daughter or parent of the employee because of a serious health condition; or
4. A serious health condition of the employee that prevents the employee from performing the job functions.

(Leave for reasons 1 or 2 must be taken within 12 months of birth or placement.)

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, sick or disability leave that is available for use because of the reason for the leave the paid leave shall be used first and counted toward the annual family and medical leave. The superintendent will notify the employee prior to or during the leave period that the leave has been designated as paid family and medical leave.

The employee is eligible for family and medical leave upon completion of 12 months of service in the district and employed at least 1250 hours during the preceding year.

During the period of any unpaid family and medical leave, the Board shall continue to pay for the employer's share of the cost of group health benefits in the same manner as paid immediately prior to leave. The employee shall pay any employee portion of the cost to the Clerk of the Board on or before the 1st of the month. The Board may terminate group health coverage if the employee payment is not received by the due date.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as practical.

Upon the employee providing notice of need for leave, the employer will notify the employee of:

1. The reason that leave will count as family and medical leave;
2. Any requirements for medical certification;
3. Employer requirement of using paid leave;
4. Requirements for premium payments for health benefits;
5. Right to be restored to same or equivalent job; and
6. Any employer required fitness-for-duty certification.

Family leave (reasons 1 and 2) may not be used intermittent or on a part-time basis without the prior approval of the Superintendent.

The Superintendent may require an instructional employee to continue leave until the end of the semester if the leave begins more than five (5) weeks before the end of a semester, lasts more than three (3) weeks and the return would occur during the last three (3) weeks of the semester.

ARTICLE X

DUTY YEAR AND DUTY DAY

The duty year shall be 1,345 hours as scheduled by the Board. New teacher's duty year shall be 1,353 hours as scheduled by the Board.

The normal duty day shall be from 7:40 a.m. to 4:10 p.m. including lunch period. The duty day shall begin 20 minutes before the student contact day and end 10 minutes after the student contact day with flexibility as agreed upon by the Teacher and the Principal.

Each teacher shall be provided a duty free lunch period of not less than 30 minutes.

ARTICLE XI

DUTIES AND RESPONSIBILITIES OF TEACHERS

1. Line of Authority – Teachers shall be directly responsible to the principal of their respective building. They shall promptly and consistently carry out the instructions of their principal and the superintendent.
2. Knowledge of Policies and Regulations – It shall be the duty of the teacher to keep informed concerning the rules, policies, and regulations of the Board of Education as stated in the Policy Handbook.
3. Delivery of Instruction – Classroom teachers shall be responsible for providing instruction and instructional activities that allow students the opportunity to master goals and objectives specified in District #477's written curriculum; however, a teacher may go beyond the district's written curriculum. Teachers will make professional contributions to curriculum development through curriculum committee.
4. Dismissal of Teachers – Tenured teachers and non-tenured teachers may be non-renewed or terminated by the Board with notice given to the Teacher on or before the third Friday in May. Tenured teachers have the right to know the reasons for dismissal and also have the right to request a due process hearing.
5. Staff Development Days – Teacher contracts include staff development days before and after student contact days. All teachers are required by their contract to attend staff development. Reasons, which would be considered valid for absence, are the same as provided for in the sick-leave policy of the regular school year. Permission for any absence from these meetings and activities is to be referred by the building principal to the superintendent of schools.
6. Teacher Absences – Whenever it is necessary for a teacher to be absent from school. He or she will call the secretary and so notify him/her. The secretary will then make arrangements to secure a substitute teacher.
7. School Duties – During school hour's teachers shall devote their time exclusively to school duties. Plans and reports shall not be prepared during the hours when teachers are in charge of pupils. Teachers will be provided 50 minutes of planning time daily.
8. Hall Supervision – All teachers are to be at their classroom door, or some other strategic place in the hall, before school in the morning, during class breaks, and until bus departure in the evening except for exceptional circumstances.

9. Playground Supervision – Elementary supervisors on playground duty should be present on the grounds at all time and monitor the pupils keeping in close contact with what is going on.
10. Lunchroom Supervision – Supervisors assisting with noon hour supervision according to schedule will receive a free lunch.
11. Discipline-Line of Authority – Teachers, together with administrators, shall be responsible for the discipline of students.
12. Early Dismissal of Pupils – Teachers shall not dismiss their pupils earlier than the regularly scheduled time without permission from the principal.
13. Classification of Pupils – Teachers shall be responsible for classification and grading as well as for the promotion of their pupils in accordance with board policy.
14. Promotion of Pupils – The Board acknowledges that the awarding of marks and decisions relative to promotion or retention of children is a serious responsibility of teachers and administration. It is the Board’s policy to support its teachers in this professional duty. The Board feels that the teacher can be depended upon to make all such decisions in the best interest of children. However, the Board considers it very important to good public relations that parents be consulted and well informed at an early date where retention is advisable.
15. Tutoring – Teachers shall not tutor any student in a core subject for pay in school during the regular term on school premises, without the permission of the building principal or superintendent.
16. Care of the Property and Equipment – Teachers shall be responsible for the proper care of all books, apparatus, bulletins, supplies, and furniture owned by the School District.
17. Lending of School Property – Teachers should understand that public school property cannot be lent for personal use under any circumstances except by prior approval of the principal or superintendent.
18. Relations with Custodians – All orders from teachers to custodians shall be made through the principal, except in the event of unsatisfactory room temperature, or emergency.
19. Responsibility for Professional Growth – Teachers should observe all school regulations, seek professional growth, and participate in curriculum study.
20. Serving on Committees – Teachers will frequently be asked to serve on committees, which will be formed during the course of the year for improvement of some phases of the school’s program during school hours.

21. Acting as Agents Prohibited – Teachers shall not act as agents, or accept commissions, royalties, or other rewards for books or other school materials, the selection or purchase of which they may influence.
22. Personal Conduct – All teachers will refrain from using or being under the influence of intoxicating beverages, tobacco, or drugs, while on duty. Teachers will be expected to maintain a professional attitude in their relationships with their students, fellow teachers and administrators.
23. Lesson Plans – All teachers shall prepare lesson plans a week in advance. A concise copy of such plans shall be given to the building principal before classes begin Monday or the first teaching day of the week.

ARTICLE XII

TEACHER FILES

- A. Available to Teacher
Material placed in a teacher's file shall be available for inspection by the teacher during normal business hours. At the teacher's written request, a representative of the Association may inspect the teacher's file. Teacher credentials and confidential references or evaluations obtained prior to employment shall not be available for inspection by the teacher.
- B. Teacher Response
A teacher shall have the right to respond, in writing, to any material in the teacher's file and the response shall be affixed to the material and kept in the teacher's file.
- C. Right to Copy
The teacher shall have the right to receive a copy of any of the contents of his/her file at no charge to the teacher.
- D. Data
There shall be no anonymous data placed in the teacher's file.
- E. Patron Complaint
No patron complaint will be put in a teacher's file but will be investigated by an administrator. Necessary action will be taken only if deemed necessary by the administrator.

ARTICLE XIII

LEAVE AND SICK LEAVE BANK

Leave

All licensed personnel are granted ten (10) days of sick leave with pay per year. The unused sick leave may accumulate to a total of ninety (90) days for licensed employees. Accumulated sick leave may be used for family.

Unused Leave Policy

After 10 years service in the Ingalls School district any licensed or non-licensed staff members will receive \$10.00 for each accumulated leave day. (Up to 90 days or \$900)

After 15 years service in the Ingalls School district any licensed or non-licensed staff members will receive \$20.00 for each accumulated leave day. (Up to 90 days or \$1,800)

After 20 years service in the Ingalls School district any licensed or non-licensed staff members will receive \$30.00 for each accumulated leave day. (Up to 90 days or \$2,700)

After 25 years service in the Ingalls School district any licensed or non-licensed staff members will receive \$40.00 for each accumulated leave day. (Up to 90 days or \$3,600)

After 30 years service in the Ingalls School district any licensed or non-licensed staff members will receive \$50.00 for each accumulated leave day. (Up to 90 days or \$4,500)

Payments will be awarded within 180 days from notification of leaving the school district.

The reimbursement days may not be transferred from the sick leave pool to staff members for this policy.

The reimbursement will not be awarded to any staff member who has been dismissed or terminated from their duties. A reduction in force will be a qualifying event for reimbursement.

Sick Leave Bank

The Ingalls Teacher's Association, for certified medical emergencies will provide a sick leave bank.

Each teacher shall have the option of donating one day per year to the sick leave bank. Only members who donate to the bank are permitted to use emergency sick days. If the bank remains unused at the end of a contract year, it will carry over to the following contract year.

Personal Leave

All employees will be granted three (3) days of personal leave per year. Personal days will be approved at the discretion of the superintendent and/or building principal. Unused personal days will be reimbursed to the employee at the rate of \$110 per day.

Jury/Court Duty

When an employee of USD #477 is subpoenaed to testify in court or serve on jury duty, in a situation beyond the employee’s control, that person will be allowed to testify without loss of any pay or benefits.

Pay Dock on Approved Leaves by Administration and/or Board of Education

Leave that is not covered by the above mentioned leaves but has been approved by the superintendent or the board of education will result in salary deduction. The absent teacher’s salary will be reduced by his or her daily rate of pay times the number of days absent.

ARTICLE XIV

CONTRACT RELEASE

The district negotiated agreement does not supersede Senate Bill 362. The new law provides that the non-renewal date is on or before the third Friday in May. Teachers must notify the board their intent not to return for the coming year on or before 14 calendar days later. However, the district will notify teachers of dismissal by April 10th. The district request notification from teachers by May 10th of their intent not to return for the coming year.

Occasions may arise when an employee asks to be released from a contract. The Board’s first obligation is to the children of the district. If a suitable replacement can be found and it is felt that the educational program of the school will not be impaired, a teacher may be released from the obligation of a contract. The Board shall consider the resignation of any licensed employee, which is submitted to the Board in writing. The Board reserves the right to determine the possibility of liquidated damages. The board reserves the right to waive the provisions for liquidated damages.

Liquidated Damages

In the event any licensed employee resigns or fails to honor the terms of the employment contract, the certified employee shall pay to the district liquidated damages. Liquidated damages shall be as follows:

1 st Month after Notification Date	\$100.00
2 nd Month after Notification Date	\$250.00
3 rd Month after Notification Date	\$500.00
4 th Month after Notification Date	\$1000.00

In the event the licensed employee terminates employment in the district without compliance with board policy, the Board may contact the Professional Practices Commission.

ARTICLE XV

REDUCTION IN FORCE

If the board decides that the size of the teaching staff must be reduced, guidelines in the following rule or the negotiated agreement, if applicable, shall be followed. Insofar as possible reduction of staff shall be accomplished by attrition due to resignations and retirement.

The following steps will be utilized by the district's administrative staff to reduce the teaching staff:

- The number of teaching positions to be reduced shall be in accordance with the educational goals established by the board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals in determining which teachers will be no renewed due to reduction in force.
- The educational goals and needs of the district, individual certifications, qualifications, training, skills, evaluations and interests shall be considered.
- If all of the teachers in the area identified for reduction have similar certifications, qualifications, training, skills, evaluations and interests, the teacher (s) who best meets the needs of the district, considering the factors outlined above and any other relevant factors, will be retained.
- Any certified employee who has not been reemployed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher would qualify. Certified employees who may be eligible for reemployment are required to notify the district of their current address. The superintendent will recommend to the board reinstatement of any teacher he/she deems qualified and able to serve the best interests of the district. The board shall not be required to consider reinstatement of any teacher after a period of one year form the date of nonrenewal.

Amended (4/12/15)

ARTICLE XVI

TENURE

PURPOSE: A written and well-understood procedure for dismissal of certified employees is an important part of good personnel practices in any school system. The purpose of this procedure to assure fair dismissal procedure while at the same time providing a systematic procedure for release of certified employees who are not providing the high standard of service expected by the District and the community.

PROBATIONARY/NON-PROBATIONARY: For the first three (3) years of professional employment with the district, teachers are considered probationary and may be nonrenewal prior to the statutory deadline for any reason except as protected by constitutional or other nondiscrimination protections.

Starting the year four (4) of teaching with the district, teachers shall have earned non-probationary status. At its discretion, the board may formally grant non-probationary status to any teacher earlier.

NOTICE OF TERMINATION OR NONRENEWAL: In all cases of termination or nonrenewal to which this procedure applies, written notice of the proposed termination or nonrenewal shall be served upon the certified employee to be terminated by the Superintendent of Schools, or his/her designated representative, which notice shall:

- (1) State as specifically and truthful as possible, the reasons for the proposed termination or nonrenewal;
- (2) Advise the certified employee of his/her rights under this procedure.

PERSONAL CONFERENCE: Within five (5) days following receipt of a notice of proposed termination or nonrenewal as above provided, the certified employee shall, if he/she desires to proceed under this procedure, request a personal conference with the Superintendent of Schools, or his/her designated representative, such conference to be held no later than ten (10) days following receipt of such request by the Superintendent of Schools.

ELECTION TO PROCEED UNDER AGREEMENT AND REQUEST FOR

HEARING: Within five (5) days following such personal conference, the certified employee, if he/she desires to follow the procedures established by this agreement, shall serve a written notice upon the Superintendent of Schools, or his/her designated representative, stating that it is the desire of the certified employee to proceed under this agreement, and further, requesting a hearing before the Board of Education; provided, that the service of such notice by a non-probationary certified employee shall constitute a waiver of his or her rights to all termination or nonrenewal procedures as provided by Kansas statutes, and all further proceedings shall be conducted in accordance with the procedures as set forth in this agreement.

HEARING BEFORE THE BOARD OF EDUCATION: Upon receipt by the Superintendent of Schools of the written request for hearing, the Board of Education shall conduct a hearing at which at least a quorum shall be present to review the proposed termination or nonrenewal of the certified employee.

- (1) **Time of Hearing:** Said hearing shall be conducted no sooner than ten (10) calendar days nor more than thirty (30) calendar days from the receipt of the request for the hearing, unless by mutual agreement.
- (2) **Closed Meeting:** The hearing shall be conducted at a closed meeting of the Board of Education.
- (3) **Right to Counsel:** The certified employee and the Board of Education shall both have the right to be represented by legal counsel or other representatives at the hearing. The teacher shall pay for his/her expenses, including any witnesses and/or representation. All other expenses of the hearing shall be paid by the district.
- (4) **Witness and Evidence:** The non-probationary certified employee and the Board of Education shall have the right to present and question witnesses, and either party may introduce the past and/or current evaluations and other documentary evidence at the hearing.

DECISION BY THE BOARD OF EDUCATION: The Board of Education shall make a decision upon the proposed termination or nonrenewal within forty-eight (48) hours following the hearing. The decision shall be based upon the evidence produced at the hearing and the action of the Board of Education shall be by written ballot with a majority prevailing.

REMEDIES: The Board of Education, in reaching a decision upon the proposed termination or nonrenewal, may employ any of the following remedies:

- (1) Termination or nonrenewal of the certified employee in accordance with the notice of proposed termination or nonrenewal;
- (2) Continuation of the employment for a given period of time and/or upon terms and conditions which the Board of Education feels appropriate under the circumstances;
- (3) Continuation of employment without conditions.

IMMEDIATE SUSPENSION UPON WRITTEN TERMINATION: If, in the opinion of the Superintendent of Schools, or his/her designated representative, the circumstances surrounding a proposed termination of any certified employee requires the immediate suspension of that certified employee, the notice of the proposed termination shall so state and the certified employee shall be, upon receipt of said notice, immediately removed from the classroom or other position of employment until such time as the Board of Education, by its action, might reinstate the certified employee.

If, in the opinion of the Superintendent of Schools, or his/her designated representative, the circumstances surrounding a proposed termination of any certified employee are not such as to require immediate suspension as provided above, then the certified employee

shall remain on the job until the effective date of the termination as set forth in the notice of proposed termination.

Certified employees whose employment contracts are not to be renewed for the next school year shall be notified of such nonrenewal in accordance with the Continuing Contract Law as well as in accordance with this procedure.

WAIVER OF PROCEDURE: Should the non-probationary certified employee fail to proceed with any of the steps set forth herein within the time limits allowed, such failure shall be deemed a waiver of this procedure, and the termination or nonrenewal shall become effective on the date stated in the notice.

VOLUNTARY TERMINATION OR WITHDRAWAL OF TERMINATION: At any time during the procedure as outlined above, the non-probationary certified employee may tender his/her voluntary resignation to the Superintendent of Schools, which shall terminate any further proceedings under this procedure.

At any time during the proceedings as outlined above, the Superintendent of Schools may withdraw the notice of proposed termination or nonrenewal by giving written notice of such to the certified employee involved, which notice shall terminate any further proceedings under this procedure. Upon notice of withdrawal of the proposed termination, the certified employee involved shall be reinstated to all rights and privileges of his/her position of employment as if no notice of proposed termination or nonrenewal had been served; provided, however, such reinstatement may be subject to conditions mutually agreed to between the certified employee and Superintendent of Schools.

Nothing contained herein, however, shall prohibit the Superintendent of Schools from appropriate disciplinary action in the form of probation in the cases where the circumstances so require.

LIMITATIONS OF APPLICATION: This procedure for termination or nonrenewal of employment of certified employees shall apply to all probationary certified employees and shall be the only procedure available to such certified employees. Non-probationary certified employees may elect to follow this procedure in lieu of any statutory procedure available to non-probationary certified employees, but in so doing, waive all such statutory procedures.

NON-DISCRIMINATION CLAUSE: The Board of Education will not discriminate against any certified employee in the area of contract termination or nonrenewal on the basis of race, religion, color, sex, physical handicap, national origin, or ancestry.

Approved (4/12/15)

ARTICLE XVII

MEDICATIONS

The supervision of oral and injectable medications shall be in strict compliance with the rules and regulations of the Board. Diagnosis and treatment of illness and prescribing drugs and medicines are not the responsibility of the public schools and are not to be practiced by any licensed teacher.

ARTICLE XVIII

GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to provide for the orderly and expedient adjustment of grievance of the teachers of the District.

DEFINITIONS:

1. A “grievance” is a complaint by a professional employee or group of professional employees based on alleged violation misinterpretation or misapplication by the school system of the negotiated agreement or the teacher contract.
2. “Teacher” means any person employed by the Board of Unified School District No. 477, Gray County, Kansas in a position, which requires a certificate, issued by the State Board of Education or employed in a professional education capacity by the board, except administrative employees.
3. “Superintendent and/or Principal” means any professional employee who is employed by the Board of Unified School District No. 477, Gray County, Kansas in an administrative capacity.
4. “Grievance panel” shall be comprised of at least three (3) Ingalls Teacher’s Association officers.
5. “Arbitration panel” shall consist of five (5) members to be selected as follows: two (2) members of the Ingalls Teacher’s Association (who are not members of the Grievance Panel), two (2) members of the Board of Education of Unified School District No. 477, Gray County, Kansas and one (1) lay member selected by the Board.

GENERAL RULES

1. Since the resolving of the grievance should be expedited as much as possible, the time limits of each step of this procedure shall be regarded as a maximum and every effort should be made to use fewer than the maximum number of days. The limits, however, may be extended by mutual agreement when circumstance justifies doing so. If, however, no extension of procedure has expired and no action has been taken by the administrative employee as provided by this procedure, then in that event, the professional employee

filing the grievance may consider the decision to be adverse to his position and may proceed to the next step as provided by this grievance procedure. If the professional employee filing the grievance fails to proceed to the next step of the procedure as provided therein within the maximum time allowed, the grievance shall be deemed to be abandoned and the procedure set forth to be waived.

2. To be entitled to the benefits of the procedure hereinafter outlined, the Teacher must submit the grievance as provided in step 1 within then (10) days of the occurrence, which has given rise to the grievance.
3. All documents, communications and reports dealing with the processing of grievances shall be filed by the local school system separately from the personnel files of the Teacher. The Superintendent of Schools or his designated agent or representative, shall cooperate with the grievance panel in the investigation of a grievance before it and shall make available to said panel such information as the superintendent judges to be pertinent to the issues under investigation.
4. Should the processing of a grievance require a teacher or his representative to be absent from their regular assignment, they shall be released without loss of pay or benefits.
5. Grievances filed toward the close of the school year shall be expedited insofar as reasonably possible with the intention to complete the processing before the close of the school year. If completion cannot be accomplished, the processing will be reestablished at the beginning of the new school year.
6. All issues and evidence upon which the Teacher intends to rely on in connection with his grievance shall be presented to the grievance panel.

PROCEDURE:

Step 1. A Teacher having a grievance shall discuss it with his immediate supervisor or principal with the objective of resolving the matter informally.

Step 2. If the matter is not resolved informally within five (5) school days, the grievance shall be stated specifically in writing and presented to the supervisor or principal by the Teacher, and thereafter be considered as a formal grievance to deal with as hereinafter provided. Within two (2) school days after the written grievance is presented to him the supervisor or principal shall render a decision thereon in writing and present it to the Teacher with a copy to the Superintendent of Schools.

Step 3. If the Teacher initiating the grievance is not satisfied with the written decision at the conclusion of step 2 and wishes to proceed further under this grievance procedure, the professional employee may within five (5) school days present the grievance in writing to the grievance panel for its consideration.

If the grievance panel determines that the Teacher has a valid grievance the chairman shall so notify the employee in writing with a copy to the

Superintendent of Schools. And the aggrieved party may pursue his grievance by filing a written appeal of the decision at step 2 with the Superintendent of Schools within five (5) school days after he has received notice of the decision of the grievance panel.

Should the grievance panel determine that the alleged grievance is not valid, the chairman shall notify the Teacher in writing with a copy to the Superintendent and his procedure is thereby terminated as to the particular grievance under consideration.

Step 4. Within two (2) school days after receipt of the appeal by the Teacher at the conclusion of step 3, the Superintendent of Schools, or his duly authorized representative, shall hold a closed hearing with the Teacher, and his representative, and shall have the right to request the attendance at such hearing any other persons he deems necessary to assure proper and expedient disposition of the grievance.

The Superintendent of Schools or his designated representative shall render a decision in writing to the Teacher and chairman of the grievance panel within five (5) school days after the conclusion of the hearing.

Step 5. If the Teacher is not satisfied with the decision at the conclusion of step 4, the Teacher may file a written request with the Superintendent of Schools within five (5) school days after receiving the decision at step 4, that the grievance be submitted to an arbitration panel.

The arbitration panel shall hear the matter promptly in closed session and will issue its decision not later than ten (10) school days from the date of the close of the hearing. The decision of the arbitration panel shall be in writing and shall set forth the findings of fact, reasons and conclusion upon which the decision is based, and the decision so rendered shall be final and binding on parties.

The cost, if any, shall be borne equally by the Board of Education of Unified School District No. 477, Gray County, Kansas and the Teacher filing the grievance.

ARTICLE XIV

ASSOCIATION PRIVILEGES

USE OF FACILITIES AND EQUIPMENT

The Association shall have the right to use school facilities and equipment without charge. Such equipment shall include, but not be limited to, typewriters, word processing equipment, and computers (including e-mail), copy machines, calculating machines and audio-visual equipment when such equipment is not otherwise in use. The Association shall have the right to use school buildings for meetings without charge.

PROFESSIONAL DUES

Professional dues may if chosen by the teacher will be taken as a salary deduction from the Teacher's checks.

MAIL BOXES

The Association may use the teacher mailboxes, physical or technological, for communication with teachers.

**Ingalls USD #477
Salary Schedule
2019/20**

1. Beg.	\$38,750	\$39,250	\$39,750	\$40,250	\$41,050	\$41,550
2. 1 Year	\$39,250	\$39,750	\$40,250	\$40,750	\$41,550	\$42,050
3. 2 Years	\$39,750	\$40,250	\$40,750	\$41,250	\$42,050	\$42,550
4. 3 Years	\$40,250	\$40,750	\$41,250	\$41,750	\$42,550	\$43,050
5. 4 Years	\$40,750	\$41,250	\$41,750	\$42,250	\$43,050	\$43,550
6. 5 Years	\$41,250	\$41,750	\$42,250	\$42,750	\$43,550	\$44,050
7. 6 Years	\$41,750	\$42,250	\$42,750	\$43,250	\$44,050	\$44,550
8. 7 Years	\$42,250	\$42,750	\$43,250	\$43,750	\$44,550	\$45,050
9. 8 Years		\$43,250	\$43,750	\$44,250	\$45,050	\$45,550
10. 9 Years		\$43,750	\$44,250	\$44,750	\$45,550	\$46,050
11. 10 Years		\$44,250	\$44,750	\$45,250	\$46,050	\$46,550
12. 11 Years		\$44,750	\$45,250	\$45,750	\$46,550	\$47,050
13. 12 Years		\$45,250	\$45,750	\$46,250	\$47,050	\$47,550
14. 13 Years		\$45,750	\$46,250	\$46,750	\$47,550	\$48,050
15. 14 Years			\$46,750	\$47,250	\$48,050	\$48,550
16. 15 Years			\$47,250	\$47,750	\$48,550	\$49,050
17. 16 Years			\$47,750	\$48,250	\$49,050	\$49,550
18. 17 Years			\$48,250	\$48,750	\$49,550	\$50,050
19. 18 Years			\$48,750	\$49,250	\$50,050	\$50,550
20. 19 Years			\$49,250	\$49,750	\$50,550	\$51,050
21. 20 Years			\$49,750	\$50,250	\$51,050	\$51,550
22. 21 Years			\$50,250	\$50,750	\$51,550	\$52,050
23. 22 Years			\$50,750	\$51,250	\$52,050	\$52,550
24. 23 Years			\$51,250	\$51,750	\$52,550	\$53,050
25. 24 Years			\$51,750	\$52,250	\$53,050	\$53,550

All returning staff members were frozen at their 2017-18 step during the 2018-19 and 2019-20 school years and the base was increased by \$1,750.00. Each teacher can take the increase in equal monthly increments or take the increase as a lump sum with the December payroll. Horizontal movement was granted for additional college hours and completion of a masters degree. New teachers will serve under the contract of employment they signed when hired by the USD 477 Board.

INGALLS USD #477 SUPPLEMENTAL SALARY SCHEDULE

Head High School Football	11%	High School Scholars Bowl	3%
Assistant High School Football (2)	7%	Jr. High Scholars Bowl	2%
Head Jr. High Football	3%		
Assistant Jr. High Football	2%	High School Cheerleading	11%
Cross Country Coach	8%	Jr. High Cheerleading	3%
Head High School Volleyball	9%		
Assistant High School Volleyball	6%	FCCLA (19/20)	1% (5/10/19)
Head Jr. High Volleyball	4% (5/10/19)		
Assistant Jr. High Volleyball	3% (5/10/19)	Jr. Class Manager	7% (7/10/17)
		Jr. Class Sponsors (3)	4% (7/10/17)
Head HS Boys Basketball	11%		
Asst. HS Boys Basketball	7%	High School Student Council	5%
Head HS Girls Basketball	11%	Jr. High Student Council	1%
Asst. HS Girls Basketball	7%		
Head Jr. High Boys Basketball	4%	Band	8%
Asst. Jr. High Boys Basketball	3%	Vocal	3%
Head Jr. High Girls Basketball	4%		
Asst. Jr. High Girls Basketball	3%	Yearbook	5%
Head High School Track	9%	Kays (2)	2%
Asst. High School Track	6%		
Head Jr. High Boys Track	3%	Dance Team	4%
Head Jr. High Girls Track	3%		
Asst. Jr. High Track	2%		
Golf Coach (09/10)	9%		
Driver's Education	12%	School Improvement Chair	3.5%
		SIT Reading Chair	1%
SADD	3%	SIT Math Chair	1%
NHS	.5%	SIT Team Member (3)	.5%
TEAM Sponsors	3%	SAT Chair	3.5% (9/10/12)

Insurance - \$6,000.00 per year max on average for health insurance. This will only be applied to the district health insurance plan.

Supplemental Salaries will be figured on the base.

All staff members who have served in a supplemental position prior to the 2019-20 school year will receive a 2% increase in 2019-20. In years following 2019-20 supplemental increases for experienced staff members will be equal to the percentage the base is increased. If the base does not increase, there will be no supplemental increases. All staff who are receiving a supplemental for the first time during the 2019-20 year and years following will begin at the percentage of the base stated above.

Extra Duty Activities Pay \$8.00 per hour (6/13/11)