

2018-2019 School Year

Negotiated Agreement

Between

The Santa Fe Trail Education Association

And

The Board of Education of Unified School District 434

Osage County, Kansas

TABLE OF CONTENTS

Section	Title	Page
Article 1	Definitions	3
Article 2	Savings Clause	3
Article 3	Notification of Terms of Agreement	3
Article 4	Grievance Procedure	3
Article 5	Work Day	5
Article 6	Duty Year	6
Article 7	Preparation Time	6
Article 8	Duty-Free Lunch	6
Article 9	Wording of Teacher Contracts	7
Article 10	Method of Payment	10
Article 11	Payroll Deductions and Reductions	10
Article 12	Notification of Assignment and Vacancies	11
Article 13	In-service Education	11
Article 14	Health Provisions	12
Article 15	Keys	12
Article 16	Salary	12
Article 17	Supplemental Salary Schedule	15
Article 18	Extra Duty	16
Article 19	Benefits Program	17
Article 20	Extra Compensation	19
Article 21	Development of IEPs	19
Article 22	Car Allowance	19
Article 23	Leaves with Pay	20
Article 24	Job-Related Illness or Injury	23
Article 25	Holidays	23
Article 26	Janitorial Responsibilities Prohibited	23
Article 27	Discipline	23
Article 28	Student Teaching Program Assistance	24
Article 29	Reduction in Staff	24
Article 30	Teacher Due Process	24
Article 31	Duration of Agreement	24
Article 32	Early Retirement	25
Article 33	Professional Evaluation	26
<hr style="border-top: 1px dashed black;"/>		
Appendix A	Grievance Report Form	28

Article 1: DEFINITIONS

1. **Administrative Employee**: Any Person who is employed by the Board in an administrative capacity and is fulfilling duties for which an administrator's certificate is required pursuant to K.S.A. Supp. 72-7513.
2. **Association**: Santa Fe Trail Education Association, affiliated with Kansas National Education Association and the National Education Association.
3. **Board**: The Board of Education of Unified School District No. 434, Osage County, Kansas.
4. **Days**: Except when otherwise indicated, days shall mean calendar days.
5. **District**: Unified School District 434, Osage County, Kansas.
6. **He, Him, His**: Shall apply as appropriate to the male or female person.
7. **Professional Employee**: Any person employed by the Board in a position which requires a certificate issued by the State Board of Education or employed in a professional educational or instructional capacity by the Board; provided, the term "professional employee" shall not include any person who is an administrative employee, or who is employed by the Board as a school psychologist, or as a substitute teacher.
8. **KESA** – refers to Kansas Education Systems Accreditation
9. **School Site Council**: A group comprised of school personnel (administrators and teachers), parents and community members responsible for providing advice and counsel on evaluating performance goals and objectives and determining methods for meeting KESA goals and objectives
10. **Superintendent**: Superintendent of Schools of Unified School District 434, Osage County, Kansas.
11. **Teacher**: All professional employees of the District as defined in this Agreement.
12. **Part-Time Teachers**: Teachers who are employed at .5 FTE or below are eligible to receive one-half of the district's defined benefit amount or one-half of the district's defined amount for unreimbursed medical expenses and are eligible for one-half of the designated leaves with pay.

Article 2: SAVINGS CLAUSE

If any provision of any article of this Agreement is held to be contrary to law, then such provision and all necessarily related provisions within such article shall not be deemed valid or subsisting, but all other provisions shall continue in full force and effect.

Article 3: NOTIFICATION OF TERMS OF AGREEMENT

The Board shall post the Negotiated Agreement on the district's website and send an electronic copy of the Agreement to all teachers once the terms of the Agreement become ratified. (2008)

Article 4: GRIEVANCE PROCEDURE

A. Definitions

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

4. Association: The Santa Fe Trail Education Association.
5. Board: The Board of Education of Unified School District 434.

B. Purpose

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

C. Procedure

Level One

To initiate the grievance procedure the aggrieved person must, within 20 school days after the grievant becomes aware of the alleged violation of the agreement, file the grievance on the grievance form with employee principal or another immediate supervisor. A bona fide effort shall be made by both parties to settle all grievances at this level.

(b) Within 5 school days after receipt of the grievance form, the principal or another immediate supervisor will confer with the aggrieved person and counsel or representative in an effort to resolve the grievance. The principal or another immediate supervisor shall submit a finding in writing to the aggrieved person and counsel or representative within 5 school days after the conference.

Level Two

Within ten (10) school days after being presented with the findings from Level 1:

If the aggrieved person is not satisfied with the disposition of employee grievance at Level One, the employee may proceed to Level Two;

b) The board of education and the superintendent of schools, within fifteen (15) school days after receipt of the request from the aggrieved person will, in executive session, hear arguments pertinent to the grievance. If possible, the Board and Superintendent will deliberate and render a decision following the hearing, but in any case, will render a decision within fifteen (15) school days from the date of the hearing.

Level Three

If the aggrieved person is not satisfied with the disposition of the grievance at Level 2, the grievant may submit the grievance to grievance mediation/arbitration within ten (10) days. Grievance mediation/arbitration means an effort through interpretation and advice by an impartial third party to assist the parties in reconciling the grievance dispute in a mutually satisfactory manner, subject to the following:

The parties shall attempt to reach a resolution of the grievance by mutual consent of the parties. In the event the parties are unable to mutually agree to a resolution of the grievance with the assistance of the arbitrator, the arbitrator shall issue a decision at the immediate conclusion of arbitration. Upon agreement of the parties, the arbitrator may render a decision within 30 days after the conclusion of arbitration. The decision of the arbitrator shall be binding on both parties.

To the extent possible, the parties will use a commissioner or mediator from the Federal Mediation and Conciliation Services as the grievance mediator. In the event a commissioner from the Federal Mediation and Conciliation Service is unavailable, the parties shall select a mediator by mutual agreement of the parties.

The cost of the mediator shall be split equally between the Aggrieved Person and the Board. The costs of any witnesses,

representation or other costs associated with the mediation of grievances shall be paid by the party incurring the cost.

D. Rights of Teachers to Representation

1. No reprisals will be taken by the Board or any member or representative of the administration against any aggrieved person, any party in interest, any counsel or representative or any other participant in the grievance procedure by reason of such participation.
2. A grievant and the board of education may be represented by counsel or a representative of their choice at all stages of the grievance process. (2014)

E. Miscellaneous

1. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it would not normally be processed through all the steps in this grievance procedure by the end of the school year, every reasonable effort shall be made to expedite the completion of the grievance procedure prior to the end of the school year. If by mutual agreement, the processing of a grievance is continued into the summer (rather than being held over until the following school year) the time limits shall be in calendar days rather than school days.
3. If the Board or any of its administrative staff do not hold a conference or do not present a written finding within the time allotted after any grievance conference, the aggrieved party may move the grievance to the next level within 10 school days after the last date on which the conference could have been held or within 10 school days after the date the finding was due.
4. Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the aggrieved person and counsel or representative.
5. When it is necessary for the aggrieved person's counsel or representative, when such person is an employee of USD 434, to attend a grievance conference during the school day, the employees will, upon notice to their principal or immediate supervisor, be released without loss of pay in order to permit participation in the conference. Any employee whose appearance in such conferences as a witness is necessary will be accorded the same right.
6. 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.
7. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared by the Board and shall be available in the office of the Superintendent of Schools. The cost of preparing such forms shall be borne by the Board. (An example Grievance Form can be found in Appendix C)

Article 5: WORK DAY

The teacher's minimum professional day shall be a continuous period of 8 hours. The teacher's usual day will be established by the building principal to align with the beginning and ending time of each building.

For teachers who volunteer for and are selected to teach class outside of the normal duty day, the reporting time shall be established between the teacher and principal as necessary to meet the time requirements of the class.

These assignments shall be extended assignments, as defined in Article 17.

Parent-teacher conferences shall be scheduled for all teachers in a manner which best meets the needs of the professional staff, students, and parents.

On district in-service days and teacher prep days, the work day shall be from 8:00 A.M. to 3:30 P.M. with a minimum 45-minute lunch break. On days when school is dismissed early for in-service, the duty day will end at 3:30 P.M. Part-time teachers not regularly on duty when afternoon in-service is scheduled will be expected to be in attendance but will be compensated for their time on a pro-rata basis. The district may use up to 2 hours of the first 4 teacher prep days for accreditation or building meetings as needed.

The teacher's professional day may be extended only for purposes of staff meetings, parent-teacher conferences, school open house activities, and emergencies as determined by the Board, the superintendent, or the principals as affecting the health or safety of the student body.

Part-time teachers not regularly on duty when in-services, conferences, preparation and work days are scheduled will be expected to be in attendance but will be compensated for their time on a pro-rata basis. (2016)

Article 6: DUTY YEAR

The duty year shall consist of 175 teaching, in-service and preparation days. The duty year shall consist of 162 teaching days minimum, not to exceed 164 teaching days, maximum of 11-13 days of preparation/in-service (not to exceed 8 days of in-service). One full preparation day will be scheduled prior to school starting and another full preparation day scheduled following the final day of school. The remaining three preparation days will be placed at the end of the first grading period, the second grading period, and the third grading period. Preparation day is an uninterrupted day spent in a teacher's assigned duty working on content, as the teacher deems necessary, with no meetings scheduled (except for the first 4 teacher prep days as outlined in Article 5). Teachers at the high school and grades 6 through 8 would be limited to teaching six periods in a seven-period day, with the remaining period being reserved for classroom preparation. (2017)

All contract days shall be Monday through Friday, exclusively.

Teachers will not be required to report for duty on days when student attendance is not required due to inclement weather. On days when students are dismissed early due to inclement weather or other emergencies, teachers shall be allowed to leave at the discretion of their building principal. (2017)

Article 7: PREPARATION TIME

- A. All teachers will have a period each day of not less than 40 uninterrupted minutes of time for preparation time. In most instances, it is expected that this time period will be greater than 40 minutes. Nothing in this provision prohibits additional preparation time in segments of 40 minutes or less. (2014)
- B. It is understood that circumstances may occur where a teacher will not have a preparation period on a given day. Such circumstances would include the changing of schedules due to a special program, or an emergency situation where a substitute is not available. Failure to have a preparation period on any one day shall not constitute a grievance.
- C. Teachers shall not leave the school premises during their preparation period except by express permission of their building principal.

Article 8: DUTY-FREE LUNCH

All teachers shall have a daily duty-free lunch with a length of lunch period of no less than 25 minutes. (2008)

Upon informing the office of departure, teachers may leave the school premises during their duty-free lunch period.

Article 9: WORDING OF TEACHER CONTRACTS

UNIFIED SCHOOL DISTRICT NO. 434

Osage County, Kansas

TEACHER'S BASIC CONTRACT

This contract, made and entered into this _____ day of _____, 200__, by and between the Board of Education of Unified School District 434, Osage County, State of Kansas, hereinafter called "Board" and _____ hereinafter called "Teacher".

The parties hereto agree that Teacher shall be employed by Board as an employee of said Unified School District 434, Osage County, Kansas, for the school year 20__- 20__, as defined and scheduled by Board, which shall include at least _____ duty days of teaching and other assignments as designated by the Board at the salary of \$_____ for said year, payable in 12 equal installments, and in accordance with Article 10 of the Negotiated Agreement, commencing _____, 20____, subject to the following terms and conditions:

1. The Services to be performed by Teacher hereunder shall be as determined and assigned by the Superintendent of Schools, and Teacher shall be subject to Board; however, said policies, orders, rules, and regulations are not a part of this contract. The Board reserves the right to transfer or reassign Teachers to any other school, or to any educational project or program of the School District for which Teacher is qualified.

2. This contract is contingent on the Teacher being and remaining certified during the term of employment hereunder with respect to the position for which Teacher is employed as provided by law. New Teacher's salaries are contingent upon verification of educational hours, degrees and experience. Should the Teacher be unable to furnish to and maintain with Board applicable Kansas Certification to be in full force, as well as verify educational hours, degrees and experience during the term of employment hereunder, this Contract shall be null and void or terminated and canceled. (2008)

3. As a condition to entering or continuing employment, Teacher is required to have on file with the Board a certification of health as defined in Article 14 of the Negotiated Agreement.

4. In the event the employment of Teacher hereunder shall be terminated for any reason prior to the expiration of the school year, the salary as hereinbefore specified shall be adjusted and paid on the basis of an amount which, together with the compensation heretofore paid, shall bear the same relationship to the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined and scheduled by Board.

5. In the event Teacher is absent from duty except as hereinafter specified, the deduction shall be made from the salary for each day of absence as provided by the rules and regulations of Board. Deductions shall not be made in the event such absence is covered by sick leave or is the result of other authorized absence in accordance with and subject to the rules and regulations of Board and the terms and conditions of any applicable negotiated agreement between the Santa Fe Trail Education Association and Board.

6. This Contract is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act,

and amendments thereof or supplement thereto respectively, and to all other applicable United States and Kansas Laws.

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

UNIFIED SCHOOL DISTRICT 434

OSAGE COUNTY, STATE OF KANSAS

BY _____

President, Board of Education
(by Authority and Direction)

Teacher

ATTEST: _____

Clerk,

Board

of

Education

UNIFIED SCHOOL DISTRICT 434

Osage County, Kansas

SUPPLEMENTAL TEACHER'S CONTRACT

This contract, made and entered into this _____ day of _____, 20__, by and between the Board of Education of Unified School District 434, Osage County, State of Kansas, hereinafter called "Board" and _____ hereinafter called "Teacher".

The parties hereto agree that Teacher shall be employed by Board as an employee to said Unified School District 434, Osage County, Kansas for the school year 20__ - 20____, as defined and scheduled by Board, which shall include the following:

Supplemental Assignment Salary

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Said salary payable in twelve equal monthly payments commencing _____, 20____.

Pursuant to K.S.A. 72-5412(a), this contract is supplemental to the provisions of the Teacher's Basic Contract, a copy of which is attached hereto but is not a part thereof. WITNESS OUR HANDS on the date and year first above written.

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

UNIFIED SCHOOL DISTRICT 434

OSAGE COUNTY, STATE OF KANSAS

BY _____

President, Board of Education
(by Authority and Direction)

Teacher

ATTEST: _____

Clerk, Board of Education

Article 10: METHOD OF PAYMENT

A. Pay Periods

Each professional employee shall be paid in 12 equal installments on the 10th of each month. Employees will be paid by direct deposit. Any administrative fee will be absorbed by the Board. Employees shall receive their check receipt via email unless otherwise designated by the employee at least one day prior to the pay date.

B. Exceptions

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

C. Summer Checks

Employees will be given the option to take their summer paychecks in a lump sum. Teachers wishing to do this must inform the district by April 1st. This written authorization shall remain in effect until revoked in writing by the member filing the authorization. So long as the authorization of such member remains in effect, the balance of the member's contractual compensation shall be paid each school year.

D. Extra-Duty Pay and Car Allowance

Teachers shall submit claims for payment for extra duty as defined in Article 18, and for mileage, as defined in Article 22, with their time sheets each pay period.

Article 11: PAYROLL DEDUCTIONS AND REDUCTIONS

A teacher may deliver written notice authorizing certain payroll deductions to the superintendent by August 30, or 15 days after accepting a contract, whichever is later, unless such date falls on or during a school holiday, vacation or weekend. The date would then be the last previous working day. Upon authorization, the board shall deduct from the salary of the employee and make appropriate remittance for:

1. **Association dues**: Pursuant to such authorization, the board shall deduct 1/12th of such dues from the regular salary check of the employee each month for the twelve months beginning in September and ending in August of each year. If the authorization is received after September 10, the deduction will be prorated over the remaining pay periods. Once the authorization is properly filed, the dues deduction will continue until revoked in writing by the teacher. In order to ensure the proper amount of money is withheld for association dues, the local association will certify to the board the correct amount of annual dues.
2. **Annuities**: Tax-sheltered annuities with companies approved by the board. Annuity enrollments may occur at any time during the calendar year.
3. **529 Plan**: A tax-sheltered plan with companies approved by the board that is designed to help people save for the expenses of a college education.
4. **Section 125 Benefits**: Health Benefits and Dental Insurance, Vision Insurance, Flexible Spending Accounts, and Dependent Care Reimbursement, with companies approved by the board.
5. **Other Benefits**: Group Term-Life Insurance, Dependent Life Insurance, Short-Term Disability Insurance, and Cancer Insurance, with companies approved by the board. (2008)

Article 12: NOTIFICATION OF ASSIGNMENT AND VACANCIES

- A. Teachers will be notified by the building principal of their teaching assignments for the next school year before June 1st. If it becomes necessary to make adjustments in assignments after June 1st, the building principal will consult with the affected teacher and the Superintendent of Schools prior to making the adjusted teaching assignment. (2014)
- B. The announcement of vacancies in the district will be emailed to all certified staff members promptly after notice of the vacancy has been received by the Superintendent of Schools, and such vacancies have become public knowledge. Should vacancies occur during the summer, vacancies will be emailed to the certified staff members through their district email account. Certified members who prefer summer notices be sent to them directly to their residence, either by regular mail or email, need to notify the district office of this request prior to leaving for the summer. (2008)

Article 13: INSERVICE EDUCATION

A. Professional Development Council

Recognizing the importance of an in-service education program that meets the needs of teachers, the parties shall establish a Professional Development Council which shall ascertain the in-service needs of teachers and also the kinds of costs of in-service programs which may be used to meet those needs.

The council shall consist of 9 voting members (composition of which is shown below). Of the five teacher representatives, one shall be appointed from each attendance center in the district with one at-large member. The council will develop its function and guidelines for carrying out those functions so as to be in compliance with Kansas State Board of Education regulations and guidelines governing approved in-service programs. The Council shall have the authority to appoint subcommittee members from within the teaching staff to address special needs as identified by the Council.

The Council shall designate one of its members as the Council Chairperson.

The at-large member will be compensated at the rate designated in Article 18 (Assigned Committee Work).

B. Rules

The Council shall be responsible for establishing the rules of the Council and for setting the time, place, duration, and frequency of meetings. Upon approval of the superintendent, released time from regular duty assignments may be authorized to carry out Council responsibilities.

C. Areas of Responsibility

The Council shall organize itself and make recommendations to the board of education for the planning and conducting of in-service education of all professional employees.

D. Specification of In-service Days

All in-district in-service education programs shall be conducted during regular school hours on regular work days as set forth in Article 5.

E. Development of an In-service Strategy

The Council will develop a broad strategy to support the development of the district's overall in-service needs to assist staff development in associated areas of district restructuring. This plan may address building needs, cross-building groups with similar in-service needs, or district-wide needs. When addressing building needs, input will be gathered from teaching staff in that building.

The Council will develop a strategy to meet the specific, individual teacher needs necessary for the teacher to advance specific skills or to perform new or revised professional tasks.

F. Composition

One Certified Representative from each attendance center plus one at-at-large member and 1 SFTEA member (5 total voting members)

One Administrative Representative from each attendance center (3 total voting members)

One Board of Education (BOE) Representative (advisory)

District Technology Director (advisory) - Delete

Directors of Curriculum and Instruction (ex-officio) (2018)

Article 14: HEALTH PROVISIONS

A. Physical Fitness - New Teachers

Each teacher new to the school district or returning to the school district after an absence of more than 1 year shall be advised in writing of the physical fitness requirements at the time of employment. All new teachers are required to provide certification of health pursuant of K.S.A. 72-5213.

B. Additional Examinations

The Board reserves the right to require additional physical or mental examinations. The cost of such examinations will be borne by the Board. The teacher shall have the right to select a physician from a Board approved list of physicians. The teacher shall have the right to request his physician be added to the Board's list of physicians. The denial of such request shall not be grievable. If the Board of Education is dissatisfied with the medical report of the teacher's personal medical doctor, the Board of Education may require another examination by a medical doctor selected by the Board of Education

Article 15: KEYS

All professional employees shall be issued key fob(s) to their building(s), classroom(s) and work area(s) of their school. Teachers shall return all issued key(s) and key fobs to their building principal(s) at the end of the spring semester. Teachers may elect to check out keys and key fobs during the summer. Teachers who elect to keep their keys fobs during the summer months will sign the form provided by the principal. (2014)

Article 16: SALARY

A. Placement on Column

Each teacher shall be eligible for and shall receive the highest salary to which his degree and additional graduate or in-service points, or hours entitle him. On the Salary Schedule, Section E of this Article, each vertical column shall represent an earned degree from an accredited institution of higher learning or an intermediate column between earned degrees representing additional earned degree or in-service points. To be eligible for an appropriate degree column or in-service points, the teacher must have earned the degree or in-service points that column requires. His placement on an intermediate column higher than the degree or in-service points column to which he is entitled is contingent upon his having earned the additional number of graduate semester hours or in-service points which that column specifies.

In-service points for column movement will be awarded only from Level III as defined in the district's Results-Based Staff Development Plan. All points earned prior to the 1996-97 contract year are excluded from this provision.

When a person is contracted who brings more than one teaching degree with him, he shall be placed on the BS+16 column of the salary schedule. Such additional graduate hours may have been earned prior to the date of the teacher's latest degree but must not have been used to satisfy degree hour requirements. Undergraduate hours will be counted toward placement in a given column if they qualify for state-approved standards for teaching certificates or licensure.

B. Placement on Step

At the time of initial employment, a teacher with prior teaching experience shall be placed on the step corresponding to the number of years of teaching experience in state-accredited public and private schools for which state teacher certification is required. (2008)

All teachers who teach at least one-half of the duty day as defined in Article 6 shall move vertically on the salary schedule, one step for each year in which they teach half-time or more.

Teachers who have taught for a full day as defined in Article 5 for one-half or more of the duty year as defined in Article 6 and teachers on extended contract who have taught for one-half or more of the appropriate individual contract shall be advanced one-half step on the appropriate column on the salary schedule. It is understood that teachers who have taught five (5) or fewer days less than the appropriate half year shall be considered to have taught for a one-half year or more.

C. Movement on New Column

Employees on the Salary Schedule who advance from one column to another shall be limited to one step increase and one horizontal movement per year. For an employee to advance from one vertical column to another, he shall file suitable evidence of additional education and/or in-service points credit as defined in Section A of this Article with the Superintendent or his designee no later than 15 days after the beginning of each semester, and pay adjustments shall be retroactive to the beginning of the same semester. Any teacher planning to move horizontally on the salary schedule must notify the Superintendent's Office of his/her intent not later than May 1 of each contract year. (2014)

D. Extra Assignment and Extended Contract Rate

1. Any employee whose assignment exceeds the regular employee workday (Article 5), duty year (Article 6), or exceeds the regular daily teaching assignment of five classroom periods shall be additionally compensated as follows:

(a) Each employee who contracts to work for more than the contract days provided for in this agreement shall be paid at said employee's daily rate of pay times the number of work days contracted beyond the regular contract days.

2. The compensation for professional employees employed for At-Risk Instructional Program/summer school shall be established at a rate of \$30.00 per hour unless it is administered through a grant. If the programs referred to as At-Risk Instructional or summer school are administered through a grant, pay shall be established at the rate set forth in the grant guidelines”.

E. Liquidated Damages

1. In the event of a breach of the employment contract by the employee, the employee agrees to pay the Board the sum of:

- \$500 if the employee notifies the Board within 14 days after the 3rd Friday in May
- \$750 if the employee notifies the Board after June 15th.

2. The Board has the option of either accepting the above-stated sum or waiving the legal remedy entirely.

3. This liquidated damages clause is intended to be the exclusive remedy available to the Board.

4. This clause does not abrogate statutory and constitutional rights employees have to the continuation and fulfillment of their contracts.

F. Early Notification Incentive

1. An employee may make notice of his resignation or retirement from USD 434 by 14 days after the 3rd Friday in May in compliance with the continuing contract law. If an employee wishes to make notice of his resignation or retirement before the following date, the employee shall be compensated as follows:
 - \$1,000 if the employee notifies the Board by October 1st
 - \$750 if the employee notifies the Board after October 1st, but by November 1st. (2012)
2. The early notification incentive shall be paid to the employee on the next payroll following Board approval. (2008)

Education

	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32	MS+40	
25									57700	58500	25
24							55575	56375	57175	57975	24
23						54250	55050	55850	56650	57450	23
22						53725	54525	55325	56125	56925	22
21				50900	52400	53200	54000	54800	55600	56400	21
20				50375	51875	52675	53475	54275	55075	55875	20
19				49850	51350	52150	52950	53750	54550	55350	19
18				49325	50825	51625	52425	53225	54025	54825	18
17				48800	50300	51100	51900	52700	53500	54300	17
16				48275	49775	50575	51375	52175	52975	53775	16
15	45350	46150	46950	47750	49250	50050	50850	51650	52450	53250	15
14	44825	45625	46425	47225	48725	49525	50325	51125	51925	52725	14
13	44300	45100	45900	46700	48200	49000	49800	50600	51400	52200	13
12	43775	44575	45375	46175	47675	48475	49275	50075	50875	51675	12
11	43250	44050	44850	45650	47150	47950	48750	49550	50350	51150	11
10	42725	43525	44325	45125	46625	47425	48225	49025	49825	50625	10
9	42200	43000	43800	44600	46100	46900	47700	48500	49300	50100	9
8	41675	42475	43275	44075	45575	46375	47175	47975	48775	49575	8
7	41150	41950	42750	43550	45050	45850	46650	47450	48250	49050	7
6	40625	41425	42225	43025	44525	45325	46125	46925	47725	48525	6
5	40100	40900	41700	42500	44000	44800	45600	46400	47200	48000	5
4	39575	40375	41175	41975	43475	44275	45075	45875	46675	47475	4
3	39050	39850	40650	41450	42950	43750	44550	45350	46150	46950	3
2	38525	39325	40125	40925	42425	43225	44025	44825	45625	46425	2
1	38000	38800	39600	40400	41900	42700	43500	44300	45100	45900	1
	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32	MS+40	

Article 17: SUPPLEMENTAL SALARY SCHEDULE

1. All percentages listed in this Article will be based on **\$38,000**.
2. Supplemental positions and corresponding percentages are as follows.

Position	Percent		Position	Percent
Grade School Year Book	1%		HS Baseball - Asst.	9%
			HS Basketball - Asst.	9%
8th Grade Class Sponsor	2%		HS Cross Country	9%
HS Green Team Sponsor	2%		HS Debate	9%
HS KAY Club Sponsor	2%		HS Football - Asst.	9%
HS NHS Sponsor	2%		HS Forensics	9%
HS Renaissance Sponsor	2%		HS Golf	9%
JH FBLA Sponsor	2%		HS Softball - Asst.	9%
JH High KAY Sponsor	2%		HS Track - Asst.	9%
			HS Volleyball - Asst.	9%
HS Student Council Sponsor	3%		HS Wrestling - Asst.	9%
JH Scholars Bowl Sponsor	3%			
			HS Cheer	10%
Grade School Vocal	4%		HS Dance	10%
HS Yearbook	4%			
Junior Class Sponsor	4%		HS Band	12%
Weight Program	4%		HS Baseball	12%
			HS Softball	12%
HS FBLA Sponsor	5%		HS Track	12%
HS Musical Director - Asst.	5%		HS Volleyball	12%
HS Play Director - Asst.	5%			
JH Basketball - Asst.	5%		HS Basketball	14%
JH Football – Asst.	5%		HS Football	14%
JH Track - Asst.	5%		HS Wrestling	14%
JH Volleyball - Asst.	5%			
JH Wrestling - Asst.	5%			
HS Forensics - Asst.	6%			
HS Scholars Bowl	6%			
HS Cross Country - Asst.	7%			
HS Musical Director	7%			
HS Play Director	7%			
HS Vocal	7%			
JH Basketball	8%			
JH Football	8%			
JH Track	8%			
JH Volleyball	8%			
JH Wrestling	8%			

3. Supplemental contracted positions shall be announced and applied for in the same manner as teaching positions. Information included with vacancy notices will include annual postings district-wide for positions currently held by Rule 10 coaches/sponsors. **The board will determine the employment of positions currently held by Rule 10 coaches/sponsors. (2018)**

4. Generic supplemental contracts of 1%, 2%, and 3% may be added and utilized by Santa Fe Trail administration as needed to address issues and duties not currently covered in the listings of supplemental positions, i.e., after-school at-risk programs.

Article 18: EXTRA DUTY

Except for Supplemental Duties, whenever a Professional Employee volunteers or is required to work time beyond the work day, or the duty year, as defined in Articles 5 and 6, that time shall be considered Extra Duty. Whenever an employee works in any group which is considered extra duty, a roll sheet will be provided for the employee to sign. This roll sheet will be the official log of time worked. The responsibility for ensuring the availability of the roll sheet is that of the administrator or person who has called the meeting. Employees will only be required to attend meetings approved by the administration. Conferences with parents after the work day shall not apply as extra duty. Employees will be compensated at the following rates per hour or the total activity, as may apply:

<u>PROFESSIONAL DUTY HOURS</u>	Hourly
Student Tutorial and/or Parenting Classes	20.50
Assigned Committee Work	14.50
Supervision of Study Sessions and/or Detention	15.50

SCHOOL IMPROVEMENT TEAMS (KANSAS EDUCATION SYSTEMS ACCREDITATION)

School Improvement Committee Chairperson	\$1,000 per year
School Improvement Target Area Committee Chairperson	300 per year

<u>OTHER INDIVIDUAL DUTY HOURS</u>	<u>Hourly</u>	<u>Minimum</u>
Concession Stand Directors	10.00*	23.50
Ticket Takers	8.00*	21.00
Timers and Scorekeepers	8.00*	21.00
Athletic Events Support (KSHSAA, Track, etc.)	15.00*	21.00
Dance Sponsors	8.00*	21.00
Music Program Sponsors	8.00*	21.00
Other Short-Term Activity Sponsors Not Addressed	8.00	

*These activities will pay a stated minimum for each assignment.

1. All assignments and hours are subject to prior approval by the superintendent or his designee.
2. Hourly payment for Extra Duty does not apply to any of the supplemental duties as defined in Article 17.
3. Activities associated with, or participation on, School Site Councils will not be compensated.
4. If teachers do not volunteer for the duties to be assigned, the district administrators may go outside professional

employees to fill such assignments.

RECORD KEEPING

Employees will be responsible for keeping records of their time, and the principal shall initial that the employee did participate in the extra duty activity for the designated time. Each building administrator will determine when timesheets are to be turned in for building processing for payment with payment to be made the employee's next pay period. (2008)

Article 19: BENEFITS PROGRAM

A. Section 125 Salary Reduction Benefits

The Board of Education shall furnish employees of USD 434, Osage County, with a choice of receiving certain tax-free benefits provided by the district in lieu of taxable compensation. It is the intention of the district that the plan qualifies as a salary reduction "Cafeteria Plan" within the meaning of Section 125 (d) of the Internal Revenue Code of 1954, as amended, and that the benefits which an employee elects to receive under the Plan be eligible for exclusion from such employee's income under Section 125 (a) of the Internal Revenue Code of 1954, as amended.

Provided further the sum of money to be used by the professional employee toward the purchase of nontaxable benefits shall not exceed \$2600 per year for medical expenses or \$5000 per year for dependent care expenses in 2017. The amount shall be determined by the professional employees once each year on or before August 30, unless such date falls on or during a school holiday, vacation or weekend. The date would then be the last previous working day.

These benefits, which are hereinafter referred to as the "plan," may include (1) health insurance (hospitalization), (2) vision insurance, (3) dental insurance, (4) childcare expense, and (4) unreimbursed medical expense.

A teacher deciding to reduce his/her salary must provide written notice to the superintendent, on forms provided by the superintendent, on or before August 30 for new employees (for either health or disability insurance) or prior employees selecting enrollment in disability insurance and August 30 of each year for current employees selecting new enrollment in either health or disability insurance. (Current employees may enroll in the health insurance program only on the policy anniversary.) Teachers who become employed after the school year begins may enroll in the health and/or disability insurance plan within 30 days after the date of employment.

The notification shall include the dollar amount of salary reduction and the benefits desired. The benefits or the amount of salary reduction may not be changed during the plan year except changes in the amount of salary reduction will be allowed upon a change of family status of the employee as provided in the plan agreement or in the event of a termination of one of the plan benefits.

In the event of a premium refund from the participating health insurance company, such refund shall be returned to the teachers in the proportion of the share of the cost assumed by each individual teacher.

B. Defined Benefit

The Board will contribute the cost of a single membership (base option) or \$475 per month, whichever is less, toward each eligible teacher's membership in the school district health plan. Unless otherwise provided for above, election to participate in the plan must be submitted to the Clerk of the Board by August 30, unless such date falls on or during a school holiday, vacation or weekend. The date would then be the last previous working day.

A maximum of \$800 per year of defined benefit may be used toward the purchase of vision insurance, dental insurance or

unreimbursed medical expenses for those district employees that meet all of the following criteria: a) employee was contracted by the district during the 2007-08 school year; b) employee was enrolled in said plan on or before the 2007-08 school year; c) employee is not enrolled in the district health insurance plan. Such declaration must be made at the time of declaration for the selection of Section 125 Salary Reduction Benefits which is not later than August 30 each year. The \$800 defined benefit, not used for vision insurance or dental insurance will be deposited in an individual flex spending account administered by the district's Section 125 provider for the use of unreimbursed medical expenses per guidelines established by Section 125. (2008)

C. Insurance Committee

An insurance committee shall be formed by the board of education. Its membership will include a certified teacher from each attendance center plus two at-large representatives from the certified teaching staff. It shall be the Association's responsibility to appoint the teacher representatives to the committee. The board shall appoint four additional committee persons representing the non-teaching departments of the school district. The school superintendent or his/her designated representative shall be a continuous and on-going member of the insurance committee.

Functions and characteristics of this committee include:

1. The insurance committee shall meet as needed from September through May without additional compensation.
2. The committee shall be a clearinghouse for insurance concerns that cannot easily be resolved with the district's insurance office or representative.
3. The committee shall monitor insurance policy issues such as utilization data, benefits, and coverage, health care industry issues and shall be a source of information exchange throughout the district.
4. The committee shall organize itself at the beginning of the year and shall elect or appoint a committee chairperson, and the committee shall determine its methods of operations.
5. The insurance committee shall make annual recommendations to the board of education for its provider and policy provisions.
6. No change in any insurance coverage or provision shall be taken by the board of education without the prior input of the insurance committee

Article 20: EXTRA COMPENSATION

Teachers who are assigned to serve as a substitute teacher during their normal planning period shall be paid at the rate of \$21 per clock hour (\$0.35 per minute). Teachers that attend an IEP during their normal planning period shall be paid at the rate of \$0.35 per minute to a maximum of 40 minutes per workday.

Teachers who are assigned or who agree to teach a homebound or hospital-bound Santa Fe Trail student shall be paid at the rate of \$21 per clock hour of instruction time. Such teachers shall also be eligible for mileage per Article 22 of this agreement.

Lunchroom Supervision – Teachers who volunteer to serve for lunchroom supervision will be compensated at \$21 per hour, prorated for actual time worked.

Morning Supervision – Teachers who volunteer to serve morning supervision will be compensated \$21 per hour, prorated for actual time worked.

Concurrent Classes – Teachers who teach concurrent classes (college credit) will receive one-half of the instructional fees

from the college/university. (2009)

Article 21: DEVELOPMENT OF IEPS

Development and implementation of IEPs shall be defined as a process which includes all of the meetings which may lead to the development and implementation of an IEP. Those meetings are pre-assessment, pre-staffing, the actual writing of the IEP and any follow-up meetings required to implement the IEP. Some of the meetings may be combined, as are sometimes the staffing and writing of the IEP. Not all meetings will be held when it is determined during the IEP development process that special education placement is not appropriate for a student.

Teachers who participate in the IEP development and implementation meetings outside the regular workday, as defined in Article 5, during the school year shall be compensated at the rate of \$25 per meeting and an additional \$5.00 per 15 minutes to be paid for time beyond the first hour.

Request for payment must be submitted to the building principal at a date determined by the principal, to be eligible for payment the employee's next pay period. (2008)

Article 22: CAR ALLOWANCE

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive the State of Kansas designated mileage rate. The same allowance shall be paid for the use of personal cars for field trips or other business of the district.

Article 23: LEAVES WITH PAY

Use of Leave

The goal of the Board of Education ("Board") and the staff is to provide students with every opportunity to achieve success in learning. A critical element of that goal is ensuring teachers are present to develop and foster the tools necessary for students to achieve that success. The purpose of the leave set forth below is to address matters in which necessity warrants they are attended to during the workday/school year (i.e., personal appointments, sick leave, etc.). Utilization of leave in excess of two consecutive days for activities that may be scheduled outside the workday/school year is detrimental to the educational goals of USD 434 and the students it serves. Accordingly, members of the staff are permitted to utilize two (2) consecutive days of leave without penalty for the purposes of this section. Utilization of a third consecutive day requires written approval by the Superintendent, who shall determine whether the leave will be granted with or without pay dependent upon the circumstances presented by the staff member. The Superintendent, in his/her discretion, may require documentation of the necessity of the leave. (2015)

A. Days of Leave

1. All professional employees shall be allowed twelve (12) days of leave per school year, accumulative to thirty (30) days maximum. (2018)
2. Employees with more than thirty (30) days of leave at the end of the 2018 contract year will have excess days banked with the school district. Banked days will be reimbursed at a rate of \$60 per day at the time of an employee's KPERs retirement from the school district, or used for extended illness if the teacher chooses. Banked days will not be reimbursed should an employee resign from the school district. (2018)

3. Employees who have excess of 30 days of leave will be compensated for these additional days at a rate of \$100 per day of leave, maximum of 12 days. (2018)
4. A teacher who resigns from the school district (not retiring under KPERS from the school district) will be compensated at a rate of \$75 per day for unused leave at a maximum of forty-two (42) days, Banked days will not be reimbursed should an employee resign from the school district. (2018)
5. Upon KPERS retirement from the school district teachers will be compensated \$150 for each day of leave accumulated up to forty-two (42) day. Banked days will be compensated at a rate of \$60 per day with a maximum of forty-five (45) days. (2018)
6. Individuals who do not attend district professional development for any reason will be deducted for the absence at a rate of one (1) day of leave for first absence and two (2) days of leave for each additional absence per occurrence throughout the remainder of the school year. (2012)

B. Professional Leave

Professional leave is granted when a request is submitted by the teacher to the superintendent and when the superintendent approves the request. Requests previously approved by the Professional Development Council will be given priority within the range of the district in-service budget.

C. Legal Leave

1. Teachers will be granted leave without loss of pay to perform required jury duty. All compensation received by the teacher for performing required jury duty must be given to the district, except mileage reimbursement, to be granted paid leave.
2. Teachers will be granted leave without loss of pay when required to appear in legal proceedings for Unified School District 434, when a defendant in the same action in which Unified School District 434 is a defendant, and when a defendant or witness in any other Unified School District 434 related action in which the Board supports a Unified School District 434 defendant teacher.
3. If a teacher is the victim of a crime that occurs on school property and while performing their professional duties, said teacher will receive leave to address any and all legal business as related to the crime, and will not experience a reduction in salary. (2008)

D. Association Leave

The Association shall be allowed to use up to 5 days of leave each school year for use by teachers who are officers or agents of the Association. The Association shall reimburse Unified School District 434 for the loss of use of the teacher taking such leave by paying the daily cost of a substitute teacher. The Association shall notify the Superintendent not less than 5 calendar days in advance of using such leave.

E. Notification of Accumulated Leave

Each teacher shall be notified as to the number of leave days accumulated including days credited for the current year on each paycheck. When a teacher is absent, and the Superintendent or his designee determines that such absence is covered by one

of the leave provisions of this agreement, the teacher shall be notified within 30 days of the absence as to which leave provision has been used.

F. Sick Leave Bank

Members of U.S.D. 434, Professional Employees, upon voluntary written agreement, shall be allowed to donate one day leave per year to a Sick Leave Bank. Participating teachers who have depleted their accumulated leave and their banked days at the district office may draw upon the sick leave bank as provided in the terms listed hereinafter. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee. (2018)

I. Committee Selection and Duration of Term

A. The Sick Leave Bank Committee will consist of:

1. Two teachers from Carbondale Attendance Center
2. Two teachers from Santa Fe Trail High School
3. Two teachers from the Overbrook Attendance Center
4. One at-large committee member

B. Santa Fe Trail Education Association will select the committee members.

1. Any teacher contributing to the Sick Leave Bank is eligible to serve on the Sick Leave Bank Committee, regardless of association membership.
2. The following year's committee will be selected by the association before the end of the current school term.
3. Each member of the committee will serve from August 15 to June 30 of each year. Teachers are allowed to serve more than one year on the committee.

II. Membership

A. Any professional employee who joins the bank for the current school year may make application for sick leave bank days.

1. A teacher who is in their first year of employment with USD 434 may make application for up to 10 additional days of sick leave.
2. A teacher who is in their second year of employment with USD 434, may make application for up to 20 additional days of sick leave.
3. A teacher who is in their third year of employment with USD 434, may make application for up to 30 additional days of sick leave.
4. A teacher who has reached four or more years of employment with USD 434 may make application for up to 40 additional days of sick leave.
5. Teachers who are part-time to the district may receive leave proportionate to the hours that they work. i.e., if they work 4 hours a day, they may receive 4 hours of leave for each day that they are requesting.

B. New enrollment for donating days must be submitted to the district office by August 30th of each year. These forms will be forwarded and placed on file with the committee chair.

C. Current members will maintain ongoing membership, unless written notification is submitted and received by August 30th to the district office.

III. Committee Rules of Operation

- A. The committee chair will notify committee members by October 1st of the status of the Sick Leave Bank for the year.
- B. The committee, as well as the Superintendent, will be notified by e-mail or phone when an application is received.
1. A determination will be made within five (5) days of the application receipt by the committee chair on how a vote will be taken.
 2. A vote can be taken by:
 - a. e-mail
 - b. phone
 - c. at a committee meeting
 3. Each member will notify the committee chair of their vote to approve or not approve the request within two (2) working days of being asked to vote.
 4. All action will be based on a simple majority vote.
 5. It is the intent of the committee to minimize the time required to make a qualified decision. More time may be necessary if more information is needed from the applicant.
 6. All decisions of the committee in reference to bank use are final.
- C. Days remaining in the bank at the end of each year will be retained and applied to the following year, in conformance to the following:
1. An employee wishing to participate in the bank, for the first time, will contribute one day to the bank to be deducted automatically from the leave accumulation of each new participating employee. (2008)
 2. If the maximum allowable day is not fulfilled by those days provided by new members continuing members will contribute a prorated day to fulfill the maximum. However, no member shall give more than one day to the Sick Leave Bank in a given year. It is understood that the bank may not reach its maximum allowable days. (2008)
 3. Over time, days in the bank may accumulate to a maximum of twice the number of participating employees.
- D. The committee chair will prepare a report to be presented to the Board of Education reviewing the bank's prior yearly activity by June 30th.

IV. How to request days

- A. The only reasons sick leave bank days can be approved by the committee are for the following:
1. When the employee has an emergency illness or a prolonged illness, the employee must have a written statement from a doctor stating the illness is one of a very serious nature.
- B. Bank days may be used for the illness or injury of the certified employee, their spouse or partner, parents, or other family members.
- C. Sick leave bank days may be applied for only after the professional employee has exhausted their accumulated leave.
- D. All requests for bank days must be made in writing by the teacher or the teacher's family and/or adult agent.
1. When an emergency does arise in which the employee is unable to file for bank days, because of being incapacitated, their families and/or adult agent will be allowed to make application for them.
 2. Their family and/or adult agent will have written proof from a doctor attached to the application that the employee is incapacitated for that period of time.
- E. Usage request forms for bank days may be obtained on the district's website (2008).

F. Completed usage request forms may be turned into the building office manager, district office, or Sick Leave Bank committee member.

Article 24: JOB-RELATED ILLNESS OR INJURY

When a teacher suffers a job-related injury, as so determined by the Kansas Director of Worker's Compensation, and is absent from his employment, the following benefits shall be provided.

1. The teacher's absence shall be charged to his illness/disability leave benefits.
2. The Board shall reimburse the teacher for the first 5 days of absence and reinstate such leave used during those 5 days when (a) it has been determined by the Worker's Compensation Director that the accident was job-related; (b) the teacher is absent from work less than 2 weeks.
3. The Board shall reinstate one day's leave charged to the teacher during such absence for each day's Worker's Compensation benefits the teacher returns to the Board
4. The teacher shall submit proof to the Board that the Worker's Compensation Director has determined that the injury was job-related.

Article 25: HOLIDAYS

1. Holidays to be observed with school, not in session are:
 - a. Labor Day
 - b. Thanksgiving Day
 - c. The day following Thanksgiving Day
 - d. Christmas Day
 - e. New Year's Day
 - f. Memorial Day
 - g. Independence Day
 - h. Such other days as determined by the Board
2. There shall be a spring break each year of 5 consecutive weekdays.

Article 26: JANITORIAL RESPONSIBILITIES PROHIBITED

Teachers shall not be required to perform on a regular basis those duties formally assigned to the janitorial staff.

Article 27: DISCIPLINE

If any written document concerning discipline is placed in the teacher's personnel file, the teacher shall be given a copy of such document. The teacher shall have the right to rebut or respond to any such document by placing a written response thereto in said teacher's file. (2008)

Article 28: STUDENT TEACHING PROGRAM ASSISTANCE

Teachers supervising student teachers shall receive as compensation for such supervision the total amount paid by the college or university, less statutory payroll deductions including the Board's share of Social Security Tax, for placement of such student teachers. Such compensation shall be added to the teacher's regular monthly paychecks. Acceptance of student teacher supervision shall be voluntary.

Article 29: REDUCTION IN STAFF

A. General

1. Upon determination by the Board of Education that there will be a reduction in force, the following guidelines will be used to determine how the number of staff shall be reduced.
2. The greatest possible reduction in teaching staff shall be accomplished through attrition.
3. The reduction may be applied to all teachers or to only some group (i.e., grade level, department, or curricular area). The reduction shall be applied to the largest group or groups of teachers which may be reasonably considered. The Superintendent, subject to Board approval, shall determine the group or groups of teachers from which the reduction shall be made.

B. Selection

1. When the Board determines that further staff reductions are required, and there are two or more teachers who are otherwise equally certified to teach in the remaining position(s), the Board may, at its sole discretion, utilize the following criteria:
 - the total length of service to the district
 - certification endorsements
 - the last three evaluations
 - college hours earned beyond Bachelor's Degree; and
 - overall involvement in and contributions to the district
2. Notice to the individual teacher affected by reduction in force will be made in writing.(2015)

Article 30: Teacher Due Process

When a teacher who has taught four (4) or more continuous years in the district is given written notice of the board's intention to not renew the teacher's contract, the teacher may request a meeting with the board by filing a written request with the clerk of the board within ten (10) days from the date of receipt of the written statement of nonrenewal of a contract.

The board shall hold such meeting within ten (10) days after the filing of the teacher's request. The meeting provided for under this section shall be held in executive session and, at such meeting, the board shall specify the reason or reasons for the board's intention to not renew the teacher's contract. The teacher shall be afforded an opportunity to respond to the board. Either party shall have the right to representation. Within ten (10) days after the meeting, the board shall reconsider its reason or reasons for nonrenewal and shall make a final decision as to the matter. (2015)

Article 31: DURATION OF AGREEMENT

This Agreement is made between the Board of Education, USD #434, and the Santa Fe Trail Education Association for a period of one year commencing **July 1, 2018, and ending June 30, 2019.**

Articles affected by state or federal law may be opened by formal notice by either party to this Agreement. (2008)

Article 32: EARLY RETIREMENT

Employees of Santa Fe Trail USD 434 wishing to participate in the early retirement program must notify the superintendent's office no later than February 1, (if extenuating circumstances occur after February 1, early retirement could be approved) unless such date falls on or during a school holiday, vacation or weekend. The date would then be the last previous working day.

Benefits provided under this policy shall be based on the last annual base salary of the employee. The benefits for employees who have retired will not change, even if the provisions of this policy are altered later.

This policy becomes effective for employees who retire after the commencement of the **1993-94** school year and who are employed under a **1993-94** contract or work agreement.

To be eligible for early retirement benefits, an employee must be a vested member of the Kansas Public Employees Retirement System (KPERS) and meet the criteria of one of the following Categories of Employees.

A. Categories of Employees

The following categories of employees may apply for benefits under this policy:

Category 1: Employees who have acquired eighty-five KPERS retirement points (a combination of age and KPERS service that adds to 85) and who have completed by June 30 of the retirement year fifteen (15) years of service in USD 434 that could include service given through the employment of the Three Lakes Cooperative.

Category 2: Employee who qualifies for retirement under the basic provisions of KPERS. These employees must have attained the age of 62 and have 10 years of vested service in KPERS but have not acquired eighty-five retirement points at the time of retirement and who have completed by June 30 of the retirement year fifteen (15) years of service in USD 434 that could include service given through the employment of the Three Lakes Cooperative.

B. Benefits

Designated Yearly Benefits will be paid monthly. The Designated Yearly Benefit will be divided by twelve and paid on or before the twenty-fifth of each month. Benefits will be provided in conformance with the Designated Yearly Benefits percentage, as provided for either Category 1 or Category 2 of this policy, whichever shall apply, as related to the year of retirement. No employee will receive more in benefits than the authorized maximum per year, as identified in the Designated Yearly Benefit section of this policy for the Category of the employee's retirement.

The employee may apply the early retirement benefit payments to premium in the district's medical benefits program, in lieu of taking the payment in monthly cash payment. Any excess monthly benefit due to the employee following payment of the monthly premium shall be paid in cash, as otherwise provided for in this policy.

All Designated Yearly Benefits under this policy cease on the month following:

- 1) the employee becoming age 65; or
- 2) after a maximum 60 payments have been made; or
- 3) the death of the employee

The following formulas and provisions shall be used to calculate Designated Yearly Benefits under this policy:

Category 1 Employees:

<u>Year of Retirement</u>	<u>Designated Yearly Benefits</u>
<hr/>	
First Year of Retirement =	21% of final yearly base salary, <u>Maximum of \$6,300</u>

<u>Second Year of Retirement =</u>	<u>18% of final yearly base salary,</u>	<u>Maximum of \$5,400</u>
<u>Third Year of Retirement =</u>	<u>15% of final yearly base salary,</u>	<u>Maximum of \$4,500</u>
<u>Fourth Year of Retirement =</u>	<u>12% of final yearly base salary,</u>	<u>Maximum of \$3,600</u>
<u>Fifth Year of Retirement =</u>	<u>9% of final yearly base salary,</u>	<u>Maximum of \$2,700</u>

Category 2 Employees:

<u>Year of Retirement</u>	<u>Designated Yearly Benefits</u>
<u>First Year of Retirement =</u>	<u>15% of final yearly base salary, Maximum of \$4,500</u>
<u>Second Year of Retirement =</u>	<u>12% of final yearly base salary, Maximum of \$3,600</u>
<u>Third Year of Retirement =</u>	<u>9% of final yearly base salary, Maximum of \$2,700</u>

For purposes of this policy, “Year of Retirement” refers to any continuous twelve-month period. Category 1 employees are entitled to a maximum of 60 monthly payments; Category 2 employees are entitled to a maximum of 36 monthly payments. For purposes of implementing this policy, “yearly base salary” is defined as the employee’s last contracted annual base salary, excluding salary for supplemental duty, extra duty, extended contract, or overtime.

Article 33: PROFESSIONAL EVALUATION

All professional employees will be evaluated according to the requirements of K.S.A. 72-9003 or as otherwise provided by law. Professional employees in their first two (2) consecutive school years of employment will be evaluated at least one (1) time per semester by no later than the 60th school day of the semester. Those professional employees in their third (3rd) and fourth (4th) year of employment will be evaluated at least one (1) time each year by no later than February 15. Those employees who have been employed more than four (4) consecutive years will be evaluated at least one time each three years, by no later than February 15 of the school year in which the employee is evaluated.

The evaluator will have a conference with the employee within ten (10) school days after a formal classroom visitation. A summary evaluation will be presented to the professional employee by the timelines specified in K.S.A. 72-9003. The evaluator and the employee will sign the instrument. One (1) copy will be given to the employee, and the original will be delivered to the office of the superintendent, where it will be placed in the personnel file under lock. A copy of the employee’s file will be made available to any person so designated in writing by the employee.

- Sequential Steps of the Professional Evaluation-

1. Orientation on the district evaluation system will be provided for professional employees who are scheduled to receive a comprehensive evaluation.
2. Communication between the professional employee and administrator will take place prior to the formal observation.
3. A formal observation will be conducted.
4. A post-observation conference will occur within ten (10) school days.
5. A summative conference will be held, and an evaluation document will be provided to the employee in compliance with K.S.A. 72-9003.
6. The professional employee will, within five school days of receiving the evaluation conference or written recommendation, sign one copy and return it to the administrator evaluator. The professional employee’s signature

does not necessarily imply agreement with the administrator evaluator's comments or assessments. The second copy bearing the administrator's signature will be the professional employee's copy.

*The professional employee may provide his/her own written reaction to the administrator's report at the same time the original document is returned to the administrator. It shall be attached to the original document.

*Administrators will determine the number of formal classroom observations necessary to complete the summative evaluation.

*The summative document will include data collected throughout the year.

*A final summative document will be presented to the professional employee in May. (2014)

Appendix A

UNIFIED SCHOOL DISTRICT 434
GRIEVANCE REPORT FORM

Procedure (2) (3) (4) (5)

Date filed _____

(Circle one to indicate level of Grievance)

Name of Grievant

Building

Assignment

A. Date cause of grievance occurred: _____

B. Relevant contract provisions: _____

C. Statement of grievant's claim (statement of facts upon which grievance is based - use additional pages if necessary) _____

D. Relief desired: _____

Signatures _____

Date _____

Date Received: _____

E. Disposition by the appropriate administrator (attach additional pages if necessary)

Signature _____

Date _____