

**2024-2025 School Year**

**Negotiated Agreement**

**Between**

**The Santa Fe Trail Education Association**

**And**

**The Board of Education of Unified School District 434**

**Osage County, Kansas**

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## **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. **Business Day**: Meaning Monday through Friday.
5. **Days**: Except when otherwise indicated, days shall mean calendar days.
6. **District**: Unified School District 434, Osage County, Kansas.
7. **They, them, their**: Shall apply as appropriate to the male or female person.
8. **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.
9. **KESA** – refers to Kansas Education Systems Accreditation
10. **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
11. **Superintendent**: Superintendent of Schools of Unified School District 434, Osage County, Kansas.
12. **Teacher**: All professional employees of the District as defined in this Agreement.
13. **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) A printed copy of the Negotiated Agreement will be placed in each building's office.

## **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 business 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) business 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) business 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, on the school website, and as Appendix A, located at the back of the negotiated agreement. 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 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. Professional staff will be given 2 hours on the first professional development day to complete all mandatory training (i.e. blood borne pathogens, bullying prevention, suicide prevention, etc.).

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 1 hour of 2 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 176 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.

Inclement weather days shall not be considered learning days. 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: PLAN TIME**

- A. Plan time is to be self-directed by the teacher. Anything beyond that happens during plan time should be voluntary and paid. (2024)
- B. 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)
- C. It is understood that there are special circumstances built into the school calendar where plan time is not part of the schedule (i.e. Homecoming Field Day, a field trip, assemblies, StarBase (2024)). In these situations, the grievance procedure does not apply, nor do they constitute a past practice.
- D. Teachers shall not leave the school premises during their plan time except by express permission of their building

principal.

D. Traveling teachers will be provided adequate time to travel between buildings. (2023)

**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, Board policies, orders, rules, and regulations. (2023) 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. An employee found to have violated Title IX post investigation is subject to suspension or termination of the contract. (2023)

7. 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 1<sup>st</sup>. 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.

### **E. Record Keeping & Discrepancies**

Should the District Office or Business Manager receive an employee timesheet that has been approved and signed by the employee's building administrator and there is any issue that would stop the employee from being compensated as listed on the timesheet, the Business Manager, or Superintendent, or designated party will contact the employee to notify the employee of the discrepancy and the changes that will be made to the expected direct deposit.

## **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. **Section 125 Benefits:** Health Benefits and Dental Insurance, Vision Insurance, Flexible Spending Accounts, and Dependent Care Reimbursement, with companies approved by the board.
4. **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 electronically 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. Teachers on extended contracts will be notified of their official number of days for the next school year on or before May 1<sup>st</sup>. (2023)
- C. 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.

Members of the PDC 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-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)
- 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 their degree and additional graduate or in-service points, or hours entitle them. 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. Courses must pertain to the field of education or have received prior approval by the superintendent and/or his or her designee. Their placement on an intermediate column higher than the degree or in-service points column to which they are entitled is contingent upon having earned the additional number of graduate semester hours or in-service points 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 them, they 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 except in the event that an employee obtains a Master's degree. If they obtain a Master's degree, they shall be allowed to move to the column equal to their degree, even if that requires more than one column of movement.

For an employee to advance from one vertical column to another, they 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 or her 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 their 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 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:
  - 2.5% of the BS step 1 (base) contract if the employee notifies the Board after 14 days after the 3<sup>rd</sup> Friday in May
  - 5% of the BS step 1 (base) contract if the employee notifies the Board after June 15<sup>th</sup>.(2022)
2. The Board has the option of either accepting the above-stated sum or waiving the legal remedy entirely.

3. 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 thier resignation or retirement from USD 434 by 14 days after the 3<sup>rd</sup> Friday in May in compliance with the continuing contract law. If an employee wishes to make notice of their 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 1<sup>st</sup>. (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									67,410	68,210	25
24							65,210	66,010	66,810	67,610	24
23						63,810	64,610	65,410	66,210	67,010	23
22						63,210	64,010	64,810	65,610	66,410	22
21				60,110	61,810	62,610	63,410	64,210	65,010	65,810	21
20				59,510	61,210	62,010	62,810	63,610	64,410	65,210	20
19				58,910	60,610	61,410	62,210	63,010	63,810	64,610	19
18				58,310	60,010	60,810	61,610	62,410	63,210	64,010	18
17				57,710	59,410	60,210	61,010	61,810	62,610	63,410	17
16				57,110	58,810	59,610	60,410	61,210	62,010	62,810	16
15	54,110	54,910	55,710	56,510	58,210	59,010	59,810	60,610	61,410	62,210	15
14	53,510	54,310	55,110	55,910	57,610	58,410	59,210	60,010	60,810	61,610	14
13	52,910	53,710	54,510	55,310	57,010	57,810	58,610	59,410	60,210	61,010	13
12	52,310	53,110	53,910	54,710	56,410	57,210	58,010	58,810	59,610	60,410	12
11	51,710	52,510	53,310	54,110	55,810	56,610	57,410	58,210	59,010	59,810	11
10	51,110	51,910	52,710	53,510	55,210	56,010	56,810	57,610	58,410	59,210	10
9	50,510	51,310	52,110	52,910	54,610	55,410	56,210	57,010	57,810	58,610	9
8	49,910	50,710	51,510	52,310	54,010	54,810	55,610	56,410	57,210	58,010	8
7	49,310	50,110	50,910	51,710	53,410	54,210	55,010	55,810	56,610	57,410	7
6	48,710	49,510	50,310	51,110	52,810	53,610	54,410	55,210	56,010	56,810	6
5	48,110	48,910	49,710	50,510	52,210	53,010	53,810	54,610	55,410	56,210	5
4	47,510	48,310	49,110	49,910	51,610	52,410	53,210	54,010	54,810	55,610	4
3	46,910	47,710	48,510	49,310	51,010	51,810	52,610	53,410	54,210	55,010	3
2	46,310	47,110	47,910	48,710	50,410	51,210	52,010	52,810	53,610	54,410	2
1	45,710	46,510	47,310	48,110	49,810	50,610	51,410	52,210	53,010	53,810	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 BS step 1.
2. Supplemental positions and corresponding percentages are as follows.

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

3. Supplemental positions may not be filled each year.(2023)
4. Athletic Directors will coordinate with the Board Clerk to ensure supplemental contracted positions, excluding administrator appointed positions, will 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) Professional employees will be given priority selection for supplemental positions; however, the most qualified candidates to serve students will be recommended. (2023)
5. 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 Professional Employee(s) volunteers or are requested 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>	<u>Hourly</u>
Student Tutorial	20.50
PDC Committee Work	\$16.00
District/Building/Grade Level Work/Collaboration	\$16.00
Supervision of detention	15.50
Curriculum training deemed necessary by the Curriculum director	\$20.00

**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>
Concession Stand Directors	\$15.00*
Ticket Takers	\$15.00*
Timers and Scorekeepers	\$15.00*
Athletic Events Support (KSHSAA, Track, etc.)	\$15.00*
Substitute Coaching	\$20.00*
Dance Sponsors	\$15.00*



Music Program Sponsors	\$15.00*
Other Short-Term Activity Sponsors Not Addressed	\$15.00

\*These activities will pay a minimum of one hour.

1. All assignments and hours are subject to prior approval by the superintendent or his/her 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.

**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 alifies 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 the federal maximum per year for medical expenses or dependent care expenses. 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 their 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 \$650 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

#### D. 403b Matching Plan

Professional Employees of USD 434 who generally work at least 17.5 hours per week have the option of participating in the ESSDACK Consortium 403(b) Retirement Plan. USD 434 has agreed to fund an Employer Matching Contribution to the ESSDACK plan for any Professional Employee who makes Pretax or Roth Deferrals (or a combination thereof) into the ESSDACK plan, subject to the provisions and limitations outlined below. Deferrals and Matching Contributions will be maintained in a single account for the participant in the

ESSDACK Consortium 403(b) Retirement Plan but are always recorded and kept separately on an individual source level.

1. Employees are allowed a 1:1 match. The employee contributes a minimum of \$25 per month, and then USD 434 will contribute up to \$25 per month; and then USD 434 will contribute a maximum match of \$75 per month.
2. Participants will be able to select and maintain their own investment elections, in the same manner they can do so for elective deferral contributions.
3. After the 2<sup>nd</sup> year of service as a Professional Employee employed by USD 434, each Professional Employee will become vested in 20% of the amount contained within their Employer Matching Account. The vested portion will continue to increase by an additional 20% per year until the Professional Employee is 100% vested after the 6<sup>th</sup> year of service with USD 434. This is called a “6-year graded” vesting schedule.
4. A Professional Employee employed prior to September 1, 2024, will receive vesting credit for prior years of service with USD 434. A year of service will be earned for a year in which the Professional Employee is employed. Three Lakes employees without a break in service or with consecutive service will be credited with years vested in USD 434 upon employment with USD 434.
5. Employees who have worked for a full day as defined in Article 5 for one-half or more of the duty year as defined in Article 6 or more of the appropriate individual contract shall be eligible for a year of service. 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.

Year(s) of Service	Vested Percentage
0-1	0%
2	20%
3	40%
4	60%
5	80%
6	100%

6. A Professional Employee may access the vested portion of their Employer Paid Account upon termination of an employment contract with USD 434. Should the Professional Employee return to employment with the district, they will be placed on the vesting schedule where they exited.
7. Any non-vested portion of a Professional Employees match source is to be forfeited upon the earlier of the employee distributing their entire vested balance from the plan, or they are no longer employed with USD 434 for a period of 5 years.

NOTE: Employer Matching Contributions and any growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations (generally 59 ½ unless a penalty exception applies). Qualified Rollover options may allow a terminated Professional Employee to defer taxation until a later date.

If any provision of this match program is determined to be in violation of Federal or State laws or regulations, then the entire match program shall immediately terminate and shall no longer be in force or effect unless re-adopted by the Board of Education of USD 434. (2024)

**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.

If on a given day an unfilled vacancy exists and a substitute is not available and an administrator assigns those students to be divided between two or three other teachers, this will result in compensation for each teacher as follows:

Number of classrooms:	Half Day Pay for Each Teacher:	Full Day Pay for Each Teacher:
1	\$67.50	\$135
2	\$33.75	\$67.50
3	\$22.50	\$45

Nothing will be compensated at less than half a day, with the exception of teachers who are covering during their plan time.

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 three (3) consecutive days of leave without penalty for the purposes of this section. Utilization of a fourth 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 \$135 per day of leave, maximum of 12 days payable prior to the end of the current contract year. (2023)
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 payable prior to the end of the current contract year Banked days will not be reimbursed should an employee resign from the school district. (2018)
5. A teacher whose employment relationship ends during the school year is entitled to days earned in prior contract years and will be prorated for the current contract days. If more leave days are used than have been prorated during the current year, the teacher will be responsible for paying exceeded leave days back. Extenuating circumstances will be reviewed by the Board of Education at the recommendation of the Superintendent. (2023)
6. Upon KPERS retirement from the school district, teachers will be compensated \$150 for each day of leave accumulated up to forty-two (42) day payable prior to the end of the current contract year. Banked days will be compensated at a rate of \$60 per day with a maximum of forty-five (45) days. (2018)
7. 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/her 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 1<sup>st</sup> 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 their employment, the following benefits shall be provided.

1. The teacher's absence shall be charged to their 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: RIGHT TO REPRESENTATION**

A professional employee who is required to attend a meeting with an administrator(s) or supervisor(s) may have a representative present to assist and/or speak for the Professional Employee. The Representative may be an Association representative or a professional employee of their choosing. The professional employee shall be given reasonable notice of the topic(s) to be discussed in the meeting.

**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**

#### A. Actions Against Teachers

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. No disciplinary action shall be taken against any teacher on the basis of a complaint by a parent or a student before a conference is held between the teacher and the supervisor contemplating the action. If the administrator deems that a complaint was not important enough to bring to the teacher's attention at the time of its occurrence, it shall not permit the combining or omitting of a step in the discipline process by an administrator in the future. (2023)

- B. 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)

#### C. Progressive Discipline

The Board and the Association recognize that progressive disciplining, suspending, terminating, or non-renewing teachers may be necessary from time to time.

Progressive discipline provides a consistent and fair process for addressing disciplinary issues protecting the legal rights of teachers and administrators, by creating clear and constructive feedback through a series of increasingly formal steps. Some issues are corrected with counseling, others, depending upon the nature and severity of the issue, may subject a teacher to immediate termination. Administration must use reasonable judgment to decide what step or combination of steps should be used and will consult with the superintendent when questions arise.

It is therefore agreed that any one of the following procedures may be applied. (2023)

#### Progressive Discipline Process

##### 1. Written Warning

The supervising administrator shares the concern(s) with the teacher. Supervisor will share a written summary of the concern(s) documenting the issue, date of occurrence, and expectations with the teacher on the Conference Report, and the teacher will be given the opportunity to sign the document. Such documentation shall be maintained in the Professional Employee's file. The document will sunset after two (2) years from the date of issue and cannot be used as a basis for further disciplinary action. The document remains a part of an employee's personnel file for historical reference. (2023)

##### 2. Formal Reprimand

When the supervisory administrator deems it necessary to implement a formal reprimand, the supervising administrator will notify the teacher in writing before the meeting is to occur. The written notice will inform the teacher of his right to

an Association representative or any bargaining unit representative of his choice at said meeting and shall include the topic(s) to be discussed. The meeting must take place within three (3) business days of written notice. The supervising administrator and the teacher shall attempt to schedule the meeting at a mutually agreed upon time. Should the parties fail to agree upon a time, the meeting will be held on the third business day following written notice at a time established by the supervising administrator. If the teacher chooses to have a representative at the scheduled meeting, the teacher will notify the supervising administrator who his representative will be at least twenty-four (24) hours prior to the scheduled meeting.

For a formal reprimand, an offense may be reduced to writing and contain a brief description of the unsatisfactory conduct of the teacher. It may include a written warning and suggest action to be taken. A copy shall be provided to the teacher prior to being included in his personnel file. The teacher may respond in writing within ten (10) business days and such written response shall be included and made a part of his personnel file. (2023)

### 3. Termination and Non-renewal

#### a. Nonrenewal of Probationary Teachers

Probationary teachers may be nonrenewed by the statutory deadline for any reason except as protected by Constitutional or other nondiscrimination protections that may otherwise exist.

#### b. Nonrenewal of Non-Probationary Teachers

The non-probationary teacher (a teacher who has taught more than three (3) consecutive years in the district) shall be offered continued employment from year to year provided the job performance remains satisfactory or better. If the non-probationary teacher is to be nonrenewed, he shall be notified by certified mail or by hand delivery of notice prior to the statutory continuing contract date. The notification shall include the reasons for nonrenewal. The nonrenewed teacher will have ten (10) business days from the receipt of the letter to file a written request for a hearing with the Board. (2023)

The board shall hold such a meeting within ten (10) business 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) business 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, 2024, and ending June 30, 2025.

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>	
<u>First Year of Retirement =</u>	<u>21% of final yearly base salary,</u>	<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>
First Year of Retirement =	15% of final yearly base salary, Maximum of \$4,500
Second Year of Retirement =	12% of final yearly base salary, Maximum of \$3,600
Third Year of Retirement =	9% of final yearly base salary, Maximum of \$2,700

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 60<sup>th</sup> school day of the semester. Those professional employees in their third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) 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)

#### Focused Assistance Plan

Teachers whose performance has been identified as unsatisfactory through the district evaluation process may be placed on a Focused Assistance Plan. The district will provide appropriate support and resources to make that growth successful. A copy of the signed Focused Assistance Plan will be provided to the teacher, the supervising administrator, and the superintendent. Upon completion of the Focused Assistance Plan, if the identified deficiencies have not been corrected to a satisfactory level, the teacher may be recommended for nonrenewal. (2023)

Appendix A

**UNIFIED SCHOOL DISTRICT 434  
GRIEVANCE REPORT FORM**

Level (1) (2) (3)

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 \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

For the 2024-2025 school year, it is understood by both the Santa Fe Trail Education Association and the Board of Education that the following addition will be made to Article 5: WORK DAY to include:

Collaboration time may occur for up to 40 minutes twice a month. Any collaboration occurring during Plan Time beyond the defined times listed below for each building should be voluntary and paid.

**SAC** – 2 times a month during midday common plan time

**OAC** – 2 times a month during team plan time

**CAC** – 2 times a month during common collaboration time

**SFTHS** – 2 times a month during 1 Wednesday and 1 Thursday Activity Period

This collaboration time will include but not be limited to:

- Development of school goals for student growth in the areas of academics and social-emotional development that align with BOE goals.
- Development of school action plans to achieve those goals
- Determination of data points and analysis process that will display student growth or areas of improvement for academics and social-emotional development
- Use of chosen data to drive instructional decisions
- Development of school action plans to celebrate student achievement and growth in academics and social-emotional development for ALL students.

Each collaboration session will be documented with a formal agenda and minutes that are developed by the administration and faculty. These agendas need to be consistent but flexible as teaming may vary during collaboration time (grade levels, content areas, SIT, all faculty, and staff, etc.). Agendas will include norms that establish focus areas around student learning, data-driven action plans, evidence-based practices and resources, and professionalism.



**MEMORANDUM OF UNDERSTANDING**

For the 2024-2025 school year, it is understood by both the Santa Fe Trail Education Association and the Board of Education that the following addition will be made to Article 23: LEAVES WITH PAY to include:

Professional Employees who have accumulated more than 12 days of leave may use up to 14 days without seeking prior building administrator approval. Upon the request of the 15<sup>th</sup> day and any subsequent days thereafter, the Professional Employee must receive approval from their building administrator for the leave to be considered paid. If the leave is not approved, the leave will be considered unpaid and result in the additional loss of 1 day of leave unless a doctor's note is delivered to the building administrator within 2 business days.