

**HOXIE SCHOOL DISTRICT
U.S.D. #412
HOXIE, KANSAS**

2023-2024

NEGOTIATED AGREEMENT

BOARD OF EDUCATION

AND

HOXIE NATIONAL EDUCATION ASSOCIATION

**Michael Bretz, President
Board of Education, U.S.D. #412**

**Kim Robben, President
Hoxie National Education Association**

NEGOTIATED AGREEMENT

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DEFINITIONS

Association:	Hoxie National Education Association (HNEA)
Board:	USD # 412 Board of Education
Contract days:	Any day on which a teacher is required to be on duty within the terms of the primary and/or extended contract and is paid for services rendered.
Duty free:	Time with no student supervision.
Extended contract:	Days mutually agreed upon by the Board and the teacher with compensations to be 1/179.5 of his/her salary schedule step per day of extended contract.
Extra duty hours:	A minimum of fourteen working hours per teacher (with the exception of the Athletic Director) that may fall outside of the normal instructional and working day for the purpose of working extra-curricular activities and athletic events.
Fair dismissal:	A procedure extended to non-probationary licensed teachers that provides a process that will, in the event of termination or nonrenewal of a professional employee's contract, require the Board and educators to be bound by the finding of a neutral third party.
Flex day:	One contract day (seven hours) for the teacher that will occur during the normal summer vacation period. This time may be worked in hourly increments up to the full seven hours.
Integral contract obligations:	Any extra responsibilities outside the normal school hours which are related to the teacher's content area.
Non-teaching contract days:	Contract days on which school is not in session, which include in-service days, work days, flex day, and extra-duty hours.
Planning time:	Grade School = A forty-five-minute period of time without student supervision. Junior/Senior High School = One instructional period without student supervision.
Salary reduction benefit plan:	A plan to allow teachers to purchase benefits with pre-tax money, which includes health insurance, disability (salary protection) insurance, life insurance, cancer insurance, dependent daycare reimbursement, and medical reimbursement.
Supplemental contract:	A teacher's contract for services different from and in addition to those provided for in the teacher's primary contract.

1. COMPENSATION GUIDES AND CONTRACTS

- A. All teachers shall sign a contract annually. Compensation as set forth in the contract shall be established annually by the Board of Education.
- B. The salary schedule and fringe benefit payment sections of this contract shall be in effect for the 2023-2024 contract year. Assignments shall be reviewed by the Board of Education annually.
- C. For the 2023-2024 school term the salary schedule shall be as shown below with a base salary of \$41,100 for traditionally certified teachers (note exceptions in column 1 and 2).

	C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11
(YRS) Step	E-SUB	T2T	BA/BS	BS + 10	BS + 20	BS + 30	BS + 40	MA/MS	MS + 10	MS + 20	MS + 30
(00) 1	\$ 32,800	\$ 41,100	\$ 41,100	\$ 41,900	\$ 42,700	\$ 43,500	\$ 44,300	\$ 46,300	\$ 47,100	\$ 47,900	\$ 48,700
(01) 2		\$ 41,100	\$ 43,796	\$ 44,636	\$ 45,477	\$ 46,317	\$ 47,158	\$ 49,259	\$ 50,100	\$ 50,940	\$ 51,781
(02) 3			\$ 44,426	\$ 45,266	\$ 46,107	\$ 46,947	\$ 47,788	\$ 49,889	\$ 50,730	\$ 51,570	\$ 52,411
(03) 4			\$ 45,056	\$ 45,896	\$ 46,737	\$ 47,577	\$ 48,418	\$ 50,519	\$ 51,360	\$ 52,200	\$ 53,041
(04) 5			\$ 45,686	\$ 46,526	\$ 47,367	\$ 48,207	\$ 49,048	\$ 51,149	\$ 51,990	\$ 52,830	\$ 53,671
(05) 6			\$ 46,316	\$ 47,156	\$ 47,997	\$ 48,837	\$ 49,678	\$ 51,779	\$ 52,620	\$ 53,460	\$ 54,301
(06) 7			\$ 46,946	\$ 47,786	\$ 48,627	\$ 49,467	\$ 50,308	\$ 52,409	\$ 53,250	\$ 54,090	\$ 54,931
(07) 8			\$ 47,576	\$ 48,416	\$ 49,257	\$ 50,097	\$ 50,938	\$ 53,039	\$ 53,880	\$ 54,720	\$ 55,561
(08) 9			\$ 48,206	\$ 49,046	\$ 49,887	\$ 50,727	\$ 51,568	\$ 53,669	\$ 54,510	\$ 55,350	\$ 56,191
(09) 10			\$ 48,836	\$ 49,676	\$ 50,517	\$ 51,357	\$ 52,198	\$ 54,299	\$ 55,140	\$ 55,980	\$ 56,821
(10) 11			\$ 49,466	\$ 50,306	\$ 51,147	\$ 51,987	\$ 52,828	\$ 54,929	\$ 55,770	\$ 56,610	\$ 57,451
(11) 12			\$ 50,096	\$ 50,936	\$ 51,777	\$ 52,617	\$ 53,458	\$ 55,559	\$ 56,400	\$ 57,240	\$ 58,081
(12) 13				\$ 51,566	\$ 52,407	\$ 53,247	\$ 54,088	\$ 56,189	\$ 57,030	\$ 57,870	\$ 58,711
(13) 14				\$ 52,196	\$ 53,037	\$ 53,877	\$ 54,718	\$ 56,819	\$ 57,660	\$ 58,500	\$ 59,341
(14) 15					\$ 53,667	\$ 54,507	\$ 55,348	\$ 57,449	\$ 58,290	\$ 59,130	\$ 59,971
(15) 16					\$ 54,297	\$ 55,137	\$ 55,978	\$ 58,079	\$ 58,920	\$ 59,760	\$ 60,601
(16) 17						\$ 55,767	\$ 56,608	\$ 58,709	\$ 59,550	\$ 60,390	\$ 61,231
(17) 18						\$ 56,397	\$ 57,238	\$ 59,339	\$ 60,180	\$ 61,020	\$ 61,861
(18) 19						\$ 57,027	\$ 57,868	\$ 59,969	\$ 60,810	\$ 61,650	\$ 62,491
(19) 20						\$ 57,657	\$ 58,498	\$ 60,599	\$ 61,440	\$ 62,280	\$ 63,121
(20) 21						\$ 58,287	\$ 59,128	\$ 61,229	\$ 62,070	\$ 62,910	\$ 63,751
(21) 22						\$ 58,917	\$ 59,758	\$ 61,859	\$ 62,700	\$ 63,540	\$ 64,381
(22) 23						\$ 59,547	\$ 60,388	\$ 62,489	\$ 63,330	\$ 64,170	\$ 65,011
(23) 24						\$ 60,177	\$ 61,018	\$ 63,119	\$ 63,960	\$ 64,800	\$ 65,641
(24) 25						\$ 60,807	\$ 61,648	\$ 63,749	\$ 64,590	\$ 65,430	\$ 66,271

Fringe minimum benefit of \$6,000

Must be full time to receive benefit

All teachers normally working more than seventeen and a half hours per week shall be eligible to participate in a salary reduction benefit plan which shall be provided by USD 412.

- D. In addition to amounts reflected in the salary schedule, the Board of Education shall pay a fringe benefit amount of not less than \$500 per month up to the expense of a single health insurance policy (option 3) to each teacher who either belongs to the USD 412 Health Insurance Plan or who belongs and can prove membership in another group health plan. Teachers who do not belong to either the USD 412 Health Insurance Plan or who do not belong to an equivalent group health insurance plan shall NOT be eligible for this “fringe benefit” monthly payment.

The fringe benefit amount may be used by eligible teachers toward any of the normal salary reduction benefit plan options (Contract Section 9); health insurance, disability (salary protection) insurance, cancer insurance, dependent daycare reimbursement and/or a medical reimbursement plan.

The board provided health insurance benefit for professional employees covers a 12-month period and shall be renewable annually at the coverage level determined by the employee.

The district group health insurance coverage becomes effective September 1st of the year in which the employee enrolls. For those employees who complete their employment contracts for the school year, the district’s health insurance program continues for 12 months of benefits ending August 31st or until a former employee becomes eligible for group health insurance under a new employer’s plan.

Should employment be terminated prior to the end of the employee’s contract, health insurance coverage will stop at the end of the last month the employee works.

Should the district’s group health insurance carrier require an end to coverage on the last day of the month the school year ends, the district will continue to pay its portion of the health insurance premium for a former employee as COBRA coverage until September 30th or until the former employee becomes eligible for group health insurance under a new employer’s plan.

Employees with service of 10 years or more who wish to continue district group health insurance coverage after retirement may do so pursuant to K.S.A. 12-5040. Written application filed with the clerk of the board shall be within 30 days following retirement of the employee. Coverage under the employee group health care benefits plan may cease to be made available upon (1) the retired employee attaining age 65 years, (2) the retired employee failing to make required premium payments on a timely basis, or (3) the retired employee becoming covered or becoming eligible to be covered under the plan of another employer.

- E. The years of service credit for prior teaching experience shall be determined by the Board of Education upon the recommendation of the Superintendent at the time of the teacher’s first employment by USD 412. The years of service credit allowed a new teacher shall not exceed the actual years of experience of the teacher. The Board of Education shall have the right to allow fewer than the actual number of years of service credit for any new teacher hired.

All hours used to qualify teachers to move horizontally on the salary schedule must be graduate hours approved by the Superintendent or building principal. In order to be eligible for horizontal salary schedule movement, a teacher must notify the Superintendent on or before April 15th of his/her intent to move horizontally. Teachers shall notify the Central Office on or before August 20th of their qualification to move horizontally on the salary schedule. Teachers shall have until

September 10th to provide transcripts verifying this horizontal move. If transcripts are not produced verifying the eligibility for a horizontal move, the teacher's salary shall be reduced accordingly.

USD 412 Professional Development and Knowledge Level In-service points shall qualify teachers to move horizontally on the salary schedule. Application and Impact Level points will be for recertification only. Each twenty hours of USD 412 Knowledge Level In-service points shall be equivalent to one college hour/credit. Teachers with a Bachelor's degree may use a maximum of 140 Knowledge Level In-service points (the equivalent of seven college hours/credits) to move a horizontal column on the salary schedule. Teachers with a Master's degree may use all Knowledge Level In-service points to move a horizontal column on the salary schedule. There shall be no time restraints or restrictions on the use of earned USD 412 Knowledge Level In-service points to move horizontally.

The Board of Education may contract any teacher for unforeseen extra-duty services and may compensate those selected at a reasonable, mutually agreed upon amount. When the service is established by the Board as a permanent part of the school program, it shall be placed in the extra duty assignment section of this negotiated agreement (section F) and/or otherwise clearly defined as a compensated service within this negotiated agreement.

The Board of Education shall also have the authority to offer teachers extended contracts. The actual number of days in these extended contracts, and the duties assigned, must be mutually agreed upon by the Board and the teacher. Any teacher teaching an extended contract will receive 1/179.5 of his or her salary schedule step, per day of extended contract.

All compensation shall be paid on the first working day of each month with the exception of July and August. Those months will be paid on the same day as the June payroll (lump sum) unless the teacher notifies the district office prior to May 15th they would prefer the compensation each month (non-lump sum) during the summer.

If a teacher is required to take a day of unpaid leave, his/her salary shall be reduced by 1/179.5 of the total amount of salary designated as full-time teaching salary (i.e.: this deduction would exclude salary amounts received by extra duty and/or extended contracts).

- F. The pay for the following extra duty assignments shall be according to the stated percentages of the minimum Bachelor's degree salary. A part-time coach/sponsor will be paid an amount mutually agreed upon by the coach/sponsor and the Board, not to exceed the percentages in the Negotiated Agreement.

Coaching – High School

- 13% Head Coach Football
- 13% Head Coach Basketball
- 13% Head Coach Wrestling
- 13% Head Coach Volleyball
- 11% Head Coach Track
- 11% Head Coach Golf
- 11% Head Cross Country
- 9% Assistant Coach (any sport)
- 6% Weight Lifting

Coaching – Junior High

- 6% Head Coach Football

6% Head Boys Coach Basketball
 6% Head Girls Coach Basketball
 6% Head Coach Wrestling
 6% Head Coach Volleyball
 6% Head Coach Track
 6% Head Cross Country
 6% Summer Weights (Boys & Girls)
 4% Assistant Coach (any sport)

Athletic Director – High School/Junior High
 11% High School – plus one additional planning period
 5% Junior High – plus one additional planning period
 16% if both High School and Junior High Athletic Director – plus two additional planning periods (JH/HS added together)
 7% Assistant Junior High/High School Athletic Director

Organization and Activity Sponsors – High School

2% National Honor Society (NHS)
 3% Student Council (STUCO)
 2% Academic Bowl
 14% Cheerleader Sponsor (can be split 10%-4% for head sponsor with assistant sponsor or can be split 7%-7% for co-sponsors)
 4% High School Pops Choir Sponsor
 3% All School Musical
 3% All School Play
 1% Prom Sponsor
 2 % FCA (Fellowship of Christian Athletes)

Grade School Activities

3% Student Council (STUCO)

Junior High Activities

3% Student Council (STUCO)
 10% Cheerleader Sponsor (can be split 6%-4% for head sponsor with assistant sponsor or can be split 5%-5% for co-sponsors)
 2% Junior High Academic Bowl
 2% KAY (Kansas Association for Youth)

Other School Supplemental Duties

\$210 per student – Summer Drivers Education
 \$20 per hour Summer School Tutor (Math, Reading, English)
 \$20 per hour Summer Band
 5% Grade School Yearbook
 12% Concession Stand Manager
 \$20 per time – teacher who uses his/her plan time to cover another teacher's assignment or participate in an IEP meeting. Teachers are responsible for submitting plan time used to cover another teacher's assignment or participate in an IEP meeting.

Grade school teacher exception - If there are two or more sections per grade level (and after exhausting all substitute options), a teacher who covers more than his/her assigned section shall be compensated at a rate of \$20 per hour of student contact time. Teachers are responsible for submitting time spent covering another teacher's assignment.

In addition to the previous percentages, the following shall apply:

Anyone who has served in the same extra duty capacity (coaching and/or activity) for a period of three consecutive seasons, performances or years, shall qualify for one percent (1%) additional pay above the allotted percentage designated for that responsibility.

Anyone who has served in the same duty capacity (coaching and/or activity) for a period of six consecutive seasons, performances or years, shall qualify for two percent (2%) additional pay above the allotted percentage designated for that responsibility.

Anyone who has served in the same duty capacity (coaching and/or activity) for a period of nine consecutive seasons, performances or years, shall qualify for three (3%) additional pay above the allotted percentage designated for the responsibility.

If the school district elects not to offer a particular activity or opportunity for participation during a given school year, this shall neither add to nor take away from the consecutive seasons, performances or years accumulated by an individual serving in an extra-duty capacity.

G. Integral Contract Obligations

The following duties shall be considered an integral contract obligation and the assignment shall be added to the teacher's regular teaching contract and be subject to the continuing contract law, and Fair Dismissal Rights as stated in section 5. Pay for the following integral contract assignments shall be according to the stated percentages of the minimum Bachelor's degree salary and subject to the longevity percentages of contract Section E.

5% Junior High/High School Music	Percentage for music will be divided to correspond to music teaching assignment.
5% Grade School Music	
7% High School Debate	
7% High School Speech and Forensics	
5% Assistant High School Debate	.
5% Assistant High School Speech and Forensics	
14% High School Journalism/7-12 Yearbook (capped)	
14% Family, Career and Community Leaders of America (FCCLA)-(capped)	
14% Future Farmers of America (FFA) – (capped)	

H. Fingerprinting and Background Check

In accordance with SB 335, all teachers shall be required to complete a background check, which includes fingerprinting, when any license is renewed. The Board of Education of USD 412 shall reimburse the educator for the full cost of the fingerprinting and background check, with the exclusion of any initial teacher license or renewal of a lapsed license.

I. Working Days in Contract

The Board of Education of USD 412 shall be the authority to adopt a normal contract period for the instructional staff of between a minimum of 179 working days and a maximum of 185 working days. The number of adopted working days in the contract period shall, in turn, determine the maximum length of the instructional day and working day as set forth in Section 1, Paragraph L of this negotiated agreement. One (1) of the contract days adopted by the Board shall be a “flex” working day for the teacher that will occur during the normal summer vacation period.

Extra-Duty Days - Up to two (2)-of the contracted days, a minimum total of fourteen (14) working hours per teacher (with the exception of the Athletic Director & Assistant Athletic Director), is mandatory, and may fall outside of the normal instructional and working day for the purpose of helping with events hosted by USD 412. Refer to the USD 412 Staff Handbook for a list of acceptable events. These events may be selected by an individual teacher, or assigned by an administrator or the Board. Coaches or paid activity sponsors whose activities occur outside the normal instructional and working day shall not be able to count the time spent on those paid extra-duty activities as fulfilling the fourteen hours.

In the event that a teacher does not fulfill his or her 14 hours of extra duty, he or she will be required to pay back the balance of hours not fulfilled at the end of the school year at a rate of \$100 per hour. If an event is cancelled, hours will be forgiven at the discretion of the Administration and the Athletic Director.

Teachers who exceed the required 14 hours of extra duty will be compensated at the end of the school year at a rate of \$20 per hour above the required 14 hours.

All teachers must be given an equal opportunity to obtain their extra duty hours. The extra duty sign-up sheets will be reviewed and adjusted as necessary by administration and the Athletic Director.

J. Duty-Free Lunch

Teachers shall be provided with a minimum of a twenty-five (25) minute duty-free lunch each school day.

Jr/Sr High Teachers exceptionTeachers shall be provided with a minimum of a twenty-five (25) minute duty-free lunch each school day, beginning after the passing period and ending before the passing period to the next hour's class.

K. Holiday Schedule

The Board of Education of USD 412 shall develop the school calendar for each year. The school calendar as adopted by the Board of Education shall provide holiday and vacation periods which include Labor Day, one day; Thanksgiving, three days; Christmas break, minimum of 10 days [including weekends and both December 24 and January 2]; and Spring Break, six days (excluding weekends). Other vacation days or partial vacation days may be scheduled at the Board's discretion.

If application of the minimum ten-day scheduling rule for Christmas break (above) causes a teaching week of Monday or Friday only, then the break will be extended to prevent a one-day instructional week.

Make-up days for snow days may be scheduled during either Spring Break or Easter Break, provided at least three weeks' notice is given in writing to the Association.

L. Number of Teaching Periods and Length of School Day

The normal length of the instructional day shall be between a minimum of 430 minutes and a maximum of 455 minutes. The 430-minute instructional day shall correspond to a 185 working-day contract period; the 455-minute instructional day shall correspond to a 179 working-day contract period. Instructional days of any time period between 430 minutes and 455 minutes shall correspond proportionally to a number of working days between 179 and 185.

The instructional day shall be construed as starting when students report for the first class of a normal school day, and ending when students finish the last class of a normal school day. Further, the instructional day shall include the entire period between these starting and ending times. The Board of Education of USD 412 shall have the authority to establish the actual starting and ending time for the instructional day, subject to the time limitations set forth in paragraph one [above].

The normal working day for the teachers shall begin twenty (20) minutes prior to the start of the instructional day and finish fifteen (15) minutes after the end of the instructional day. (A 430-minute instructional day will be equivalent to a 465-minute working day; a 455-minute instructional day will be equivalent to a 490-minute working day.)

If a student requires/desires after school help, or if a parent desires an after-school conference, or if a school-related committee meeting is scheduled, staff members will make themselves available beyond the working day as necessary.

The instructional day at the Grade School shall include a duty-free lunch, recess and a 45-minute planning period for each teacher.

The instructional day of Junior High and High School shall include seven or eight instructional periods, one of which shall be a planning period for each teacher, and a duty-free lunch.

District and/or building-level committee and/or staff meetings, with an exception of student staffing and/or collaborative meetings, shall be restricted to either immediately prior to or after school on Mondays and/or Wednesdays. No district and/or building-level committee and/or staff meetings shall be scheduled for Tuesdays, Thursdays, or Fridays except in a situation of a true emergency.

M. Personnel Files

Each professional employee will have one personnel file maintained by the authorized district agent or their designee containing all documents related to employment including but not limited to:

- Mandatory state and federal forms including W-4, K-4, I-9, and other payroll related items
- KPERS information
- Section 125 and other related benefits information
- Certification of Health provided upon initial employment, signed by a Licensed Physician
- Professional Development documentation and all related items including PDC and college transcripts
- Letters of commendation
- Documentation related to performance deficiency, including plans of improvement and write-ups, to be maintained in the file no more than 5 years
- Formal evaluations as required by law and state statutes, to be maintained in the file no more than 7 years.

The professional employee has the right to add a written response to any item placed in the file. The professional employee may also place items in his or her file that he or she determines will have a bearing on his or her position in the district.

All items added to the personnel file shall be signed and dated by the professional employee if not already a requirement of the document itself. No unsigned or undated items may be placed in the file.

The professional employee shall have the right to review his or her personnel file and to make copies of the contents of that file at times mutually agreeable between the professional employee and the authorized district agent or their designee. Should any items in the file be deemed questionable in nature by the professional employee, they must request a separate meeting with the authorized district agent or their designee at a mutually agreeable date and time. The professional employee has the right to bring Association representation to that meeting to question those items.

The accuracy of items which are placed in the professional employee's file is subject to the grievance procedure for the purpose of having that information rectified or expunged.

2. TEACHER INSERVICE AND WORKDAYS

- A. The Administrative Team, in cooperation with the USD 412 Professional Development Committee, shall assume responsibility for planning in-service time. The number of days spent in orientation, in-service and/or teacher work days at the start of a new school year shall be restricted to a minimum of two (2) days to a maximum of five (5) days, one of which will be designated as a classroom workday, prior to the first full instructional day with students. This start-of-school program (in-service, orientation, and work days) shall be for all teachers, and all teachers shall be **required** to attend.

A minimum of one (1) additional in-service and/or work day shall be provided to teachers during (throughout) the instructional year. These in-services and/or work days can be scheduled in hourly, quarter, half or full day increments/amounts.

Teachers shall be provided end-of-school work and/or in-service days beyond those listed above. The end-of-school work and/or in-service days shall be restricted to a minimum of one (1) day to a maximum of two (2) days.

In addition to the days outlined in the three preceding paragraphs (immediately above), one (1) "flex" working day shall be provided teachers during the normal summer vacation period. This one (1) "flex" day shall be counted as part of the total number of contract days adopted by the Board (pursuant to contract Section 1, Subsection I). The "flex day" shall be solely at the teachers' discretion and may be taken in hour increments, at the option of each individual teacher during the summer and is intended to allow teachers to work in their rooms and to accomplish other school activities the teachers deem important to their job; this day is explicitly NOT to be used for in-service, nor is it to be a day devoted to committee or district level work.

Regarding in-service outlined in the first three paragraphs of this section, all teachers shall be required to attend and must obtain administrative approval a minimum of one working day prior to the scheduled in-service. Exceptions include unforeseen emergencies. Unforeseen emergencies must be approved within two working days of the teachers return. If these procedures are not followed with fidelity, the teacher will receive an unfavorable write up in their personnel file.

- B. At the end of the 1st, 2nd, and 3rd quarters, teachers will be given a half day in-service/half work day for the purposes of grading.
- C. New teachers shall be provided in-service orientation that will include, but not be limited to, an explanation of district policies and procedures and an explanation of building policies and procedures. This new teacher's orientation should serve to fully acquaint new teachers with the normal duties, responsibilities and assignments associated with teaching in the district. This orientation may require new teachers to report up to one day prior to the normal full-staff preschool orientation/in-service.
- D. USD 412 sponsored in-service scheduled outside the normal instructional year (on weekends, during vacation periods during the summer, etc.) shall be entirely voluntary for the teachers; attendance shall NOT be required. If teachers elect to attend such in-service, then they shall be compensated on a per diem of the base salary.

3. EVALUATION OF CERTIFIED STAFF

A. Philosophy

The Board of Education for USD 412 supports evaluation of teachers as one method of improving or maintaining the high degree of excellence in educational experiences for students of USD 412. Evaluation is a cooperative process wherein the individual being evaluated and those responsible for making the assessment feel a joint responsibility to focus upon performance areas. Evaluation is a continuous process which should provide an opportunity for teachers and administrators to identify strengths and possible weaknesses in an atmosphere of mutual trust and respect, and to meet the established performance expectations.

B. Purpose and Objectives

The purpose of teacher evaluation is the gathering of specific information about an individual's strengths and weaknesses that may be used for improving individual performance. The individual having primary responsibility for carrying out a given work assignment must be significantly involved in the evaluation process if improved performance is to be achieved.

At some point in the evaluation process, however, information gathered in the evaluation will be used in making administrative decisions regarding retention, promotion, or termination.

The specific objectives for teacher evaluation are:

1. To improve the classroom instruction of teachers and provide optimal educational opportunities for the students of USD 412;
2. To communicate to each teacher, the expectations of the administration and the USD 412 Board of Education;
3. To ensure that each teacher has a clear understanding of the duties, responsibilities, and performance expectations of his/her position;
4. To identify areas needing improvement as well as areas of successful performance;
5. To maintain accurate records of all evaluation conferences and contacts;
6. To develop a process for pre- and post-evaluation conferences;
7. To establish jointly both short- and long-range performance objectives when appropriate.

C. Procedures

Teachers employed by the district for the first time shall be formally evaluated a minimum of two times each year during their first two years of service to USD 412. The first evaluation conference shall be prior to the sixtieth day of the first semester and the second prior to the sixtieth day of the second semester.

Teachers having successful previous experience in the district shall be evaluated a minimum of one time during their third year and one time during their fourth year in USD 412.

All teachers with service in the district exceeding four years shall have a minimum of one formal evaluation every three years.

Teachers placed on deficiency status under the terms of existing Board policy; regardless of the number of years of employment, shall have a minimum of two formal evaluations with written conference reports during the school year.

The evaluation report form is to be completed in duplicate by the evaluator. The evaluation procedure shall include a pre-conference followed by a classroom visitation, and a post-conference including a plan to address any perceived weaknesses, and a follow-up as prescribed in the post-conference. The report is to be shown to the teacher and signed by him/her, acknowledging that

he/she has read the report. One copy is to be given to the teacher and the original is sent to the Board of Education office.

At any time, not later than two weeks after completion of the evaluation, the teacher may respond in writing through the Superintendent to the Board of Education. An evaluation is termed completed when it is signed by both evaluator and teacher.

The Administrative Staff will have primary responsibility for evaluating the teachers within the district.

The evaluation procedure shall incorporate elements which reflect academic preparation, management responsibilities, instructional performance, personal competencies, and health. The evaluation procedure shall include classroom visitation by the Administrative Staff and such other evaluative procedures as may be appropriate.

All formal evaluations shall be written evaluations and will be retained in the teacher's personnel file for a period not less than six years from the date of the said evaluation. Evaluation documents and responses thereto shall be available only to the evaluated teacher, the Board, the Administrative Staff, and the State Board of Education. Any other persons specified by the teacher in writing to the Board may also receive the written documents.

D. Teacher Evaluation Report

The Kansas State Department of Education and Board approved teacher evaluation instrument for USD 412 is e4E. It is performance based and is made available through a partnership between Southwest Plains Regional Service Center and USD 412. This evaluation instrument will be in place throughout the 2023-2024 school year. Both parties will again reevaluate this instrument at the end of the negotiated agreement term. The evaluation review committee will consist of an elementary teacher and a high school teacher appointed by HNEA and an administrator. A complete e4E guide will be available in both faculty rooms and in the Central Office.

1. COMPLAINTS AGAINST A TEACHER

- A. Complaints against a teacher will promptly be called to his or her attention. Promptly is defined as within 2 working days of when the complaint was first made. This will ensure the teacher has an opportunity to respond to the complaint.
- B. A complaint is defined as something the administrator feels is credible and serious in nature - one that will show up on an evaluation.
- C. The teacher will have 5 working days from the date of notification to respond to the complaint.
- D. The teacher may arrange a meeting with the complaining party and bring a representative of their choosing to accompany them in addition to the administrator who first received the complaint.
- E. No more than 15 working days shall pass between the initial complaint and conclusion.

2. TEACHER DISCIPLINARY AND DEFICIENCY PROCEDURES

The Board has the authority and right to discipline its teachers. Discipline shall be progressive and shall be for just cause. The following progressive steps shall be taken:

- A. A teacher who is deemed to be particularly weak in the performance of his/her duties or who violates a Board policy, shall be given a verbal warning that he/she has been identified as having a weakness or that he/she has violated a Board policy. The teacher will be provided with a written statement clearly indicating the corrective action(s) required.
- B. If the teacher continues to demonstrate the weakness that has caused concern or repeats the violation of the Board policy, or if the violation causes harm to another person, the administrator shall prepare a written 'Notice of Deficiency and Discipline' and place it in the teacher's file. A copy of the 'Notice of Deficiency and Discipline' shall be immediately provided to the teacher. The 'Notice of Deficiency and Discipline' will include a clear statement as to the corrective action(s) required.
- C. If the teacher does not correct his/her behavior within a reasonable time period of this written notice, a second written warning will be given to the teacher which indicates the consequences of any further problem and provided with documentation as to the problem, the corrective actions being sought, and the recommendations of the administrator.
- D. If the teacher still does not correct his/her behavior (problems, violations), the administrator shall notify the Board and recommend to the Board that the employee shall be placed on 'Deficiency Status.' A teacher placed on 'Deficiency Status' shall be directly notified by the Superintendent of Schools, and both the teacher and Superintendent of Schools shall sign and date a statement indicating the conference was held. At this conference, the teacher shall be provided a written statement clearly indicating what improvement/change is desired to correct the problem(s).
- E. A teacher placed on 'Deficiency Status' shall either correct the problem within reasonable time, agreed upon by the teacher and administrator, or shall be non-renewed by the Board of Education. A teacher who has his/her contract renewed by the Board of Education shall be considered to be off 'Deficiency Status' and this shall be reflected in the Board minutes.

6. FAIR DISMISSAL OF TEACHERS

The Board and Association agree to the mutual benefit of a Fair Dismissal procedure for experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.

- A. For the first five years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to the statutory deadline for any reason except as protected by Constitutional or other nondiscrimination protections.
- B. Starting in year six of teaching with the district, teachers shall have earned non-probationary status. At its discretion, the Board of Education may formally grant non-probationary status to any teacher earlier.

- C. Non-probationary teachers may be non-renewed for good cause, including any ground which is put forward by the school board in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the school board's task of building up and maintaining an efficient school system.
- D. If the proposed nonrenewal is to be based on poor job performance, the district evaluation procedure shall be followed. The non-probationary teacher will be informed his/her performance is substandard and the full evaluation process will be utilized, including a measurable plan of improvement. The plan of improvement shall be collaboratively developed but the final decision on the plan rests with the building principal.
- E. If the nonrenewal is based on other reasons, including disciplinary factors or reduction in force, those separate procedures as outlined in the Agreement shall be followed.
- F. If the non-probationary teacher is non-renewed, he/she shall be notified by mail or hand delivery prior to the statutory continuing contract date. The notification shall include the reasons for the nonrenewal. The non-renewed teacher will have fourteen calendar days from the receipt of the letter to file a written request for a closed hearing.
- G. Within seven calendar days, the parties shall meet and select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officer shall be an arbitrator selected by alternately striking names from a list provided by the Commissioner of the Kansas Department of Education.
- H. During the hearing, the entire basis for the nonrenewal shall be proffered by the district. The teacher may challenge the district's evidence and present evidence in his/her own behalf. If, in the opinion of the hearing officer, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall be closed at the end of the presentations. The decision by the hearing officer shall determine whether to sustain or reverse the nonrenewal and reinstatement of any lost pay, and shall be rendered in writing to both parties within seven calendar days.
- I. It is the intention of the parties that the decision be rendered prior to August 1 and all reasonable efforts should be made to accomplish that goal.
- J. If the teacher prevails, he/she is reinstated in full. If the Board of Education prevails, the nonrenewal is final. The decision is binding on both parties.
- K. The teacher shall pay for his/her expenses, including any witnesses and/or representation. The district and the teacher shall split the cost of the hearing officer and the court reporter.

7. SUSPENSION

- A. The Superintendent may suspend any teacher with pay for just cause. Any teacher being suspended for just cause shall be notified in writing and the teacher shall be required to sign a statement stating that he/she has been notified of such suspension. A copy of the written notice of suspension shall be forwarded to the President of the Board of Education.
- B. Upon notice of suspension with pay, the Board of Education shall schedule a regular or special meeting of the Board within fifteen (15) days of the receipt of the notice to hear all pertinent information from the administration and the affected teacher.

- C. Following the hearing before the Board of Education, the Board shall reinstate the teacher or shall proceed with a resolution of its intent to non-renew the teacher's contract, at which time the teacher shall have the rights of Fair Dismissal as stated in section 5.

8. RESIGNATION

- A. The teacher desiring to submit a resignation at the close of contract may do so by writing the Superintendent any time prior to two weeks after the third Friday in May. This resignation will be accepted. Any resignation after this date will be subject to the payment of the following liquidated damages in a lump sum payment. June 11th – July 10th \$1,000, July 11th – August 10th \$2,000, any time after August 10th and before the contracted first day of school, \$4,000.

The teacher desiring to submit a resignation that would terminate their contract prior to the completion of the school year shall be subject to liquidated damages in the amount of up to \$8,000 determined by the Board of Education and shall forfeit all owed and due compensation for unused discretionary leave, both current and grandfathered.

All payments made under the provision are payments of liquidated damages for the early termination of the teacher's contract. The parties understand that the monetary value of damages to the school district is difficult, if not impossible to determine, and are therefore establishing and agreeing to the above amounts as agreed liquidated damages.

The Board reserves the right to waive the provision for liquidated damages if, in the option of the Board of Education, such waiver is appropriate.

- B. When a teacher retires or resigns (after teaching a minimum of ten years in USD 412 and fulfilling the contract year in which they retire or resign), he/she shall be given compensation for unused leave. The rate of compensation shall be one-half the current USD 412 substitute teacher daily pay rate multiplied by the total number of unused leave days the staff has accumulated.

The nine (9) teachers listed on the file with the Board Clerk who have accumulated sick leave days by the spring of 2009, may use those days already in existence for sick leave only, if they so choose. If they do not use those days, they will be granted substitute pay for those days already in existence when the teacher leaves the district.

- C. When a new certified position is created and approved by the board or a teacher resignation or retirement is approved by the board, teachers in good standing within the district will be given the opportunity to apply to transfer to that position so long as they are or become highly qualified for the position. If more than one district teacher is interested in the same open position, they will be required to go through an interview process to determine the best candidate.

In order for the district to have the most success in finding a highly qualified applicant, the position will be posted simultaneously to both potential "in-house" and "public" applicants, with priority given to teachers within the district as defined above.

If a teacher resigns or retires and grants permission to administration for their position to be posted before board approval, it will be opened at that time. Otherwise, it will only be posted upon board approval.

9. COMPLAINTS AND GRIEVANCES

- A. Any teacher who has a complaint or grievance about his or her job or working conditions is encouraged to see his or her immediate supervisor. He or she may proceed to the building principal. If still dissatisfied, he or she should proceed to see the Superintendent. If no satisfaction is received there, he or she may request a hearing with the Board of Education.
- B. The professional employee may have a representative accompany him/her into meetings with administration regarding grievances, discipline, or evaluation.
- C. Because Board members act only as a body, teachers are urged not to go directly to an individual Board member.
- D. When a teacher requests a hearing with the Board, it shall be made in writing. The Board must hold a hearing within ten teaching days. The principal and Superintendent shall make a written report to be presented at the hearing.
- E. When the teacher requests a meeting with the building principal or Superintendent, the decision of the principal or Superintendent shall be made in writing and delivered to the teacher within five (5) teaching days after the meeting with the teacher. If the teacher is dissatisfied with the decision made by the Superintendent, the request for a hearing before the Board of Education must be made within five (5) days after the receipt of the decision of the Superintendent.
- F. If the teacher is not satisfied with the decision at the conclusion of step E, the teacher may file a written request with the superintendent of schools within five (5) school days after receiving the decision at step E, that the grievance be submitted to an arbitration panel. The arbitration panel shall hear the matter promptly in closed session and will issue its decision not later than ten (10) school days from the date of the close of the hearing. The decision of the arbitration panel shall be in writing and shall set forth the findings of fact, reasons and conclusion upon which the decision is based, and the decision so rendered shall be final and binding on all parties. The "arbitration panel" shall consist of five (5) members to be selected as follows: two (2) members of the HNEA, two (2) members of the Board of Education of USD 412, and one (1) lay member selected by the Board of Education.

10. SALARY DEDUCTIONS

- A. The Board shall deduct association dues when requested in writing by a teacher. The authorization shall typically be returned to the Clerk of the Board on or before September 15th. The deduction shall continue until revoked in writing by the teacher.
- B. The dues shall be deducted in ten (10) equal monthly installments beginning in October and ending in July. The association shall notify the Clerk of the Board of the amount of monthly dues to be deducted on or before September 10th.

- C. The Clerk of the Board shall promptly transmit the dues to the association and shall include a listing of the members and the dues deducted.
- D. A teacher may be allowed to join the association and start payroll deductions in midyear. The district and the association shall determine the required monthly dues in that case.
- E. Any balance due, upon a teacher's termination of employment, shall be deducted from that teacher's final pay check.
- F. The association shall indemnify and hold harmless the Board from any and all claims, demands, suits or other forms of liability (including specifically costs and attorney fees) that may arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this provision.

11. SALARY REDUCTION BENEFIT PLAN

- A. USD 412 shall establish and provide teachers with a salary reduction benefit plan. All teachers normally working more than seventeen and a half hours per week shall be eligible to participate in this plan.
- B. The purpose of the plan shall be to allow teachers to purchase any one or a combination of plan benefits using salary reduction. Further, teachers shall be allowed to purchase and participate in plan benefits using ordinary "salary deduction," if they so desire.
- C. Plan benefits, which shall be offered and from which teachers can select, are to include: Health Insurance; Disability (Salary Protection) Insurance; Cancer Insurance; Dependent Daycare Reimbursement, and Medical Expense Reimbursement. The salary reduction plan shall be overseen by a committee consisting of one USD 412 administrator, two Board of Education members, Board Clerk, one non-certified district employee, and three HNEA-appointed teachers. This committee shall have the responsibility and authority for making recommendations to the Board of Education regarding the selection and approval of specific plan benefits and carrier options.
- D. Teachers who desire to participate in the plan must make written application to the Clerk of the Board specifying BOTH the plan benefits desired AND the amount of salary reduction authorized. If the amount of "salary reduction" is less than the cost of the plan benefit(s) selected, then the remaining benefit cost shall be made as ordinary "salary reduction" from the employee's taxable earnings.
- E. The salary reduction plan will be Section 125 of the IRS cafeteria plan. Written application for participation in the plan will conform to the rules and regulations of Section 125. The salary reduction plan shall conform to a September 1 to August 31 calendar year. The only changes permitted after this date shall be for legal reasons only.

12. WORKING CONDITIONS

- A. A safe, pleasant atmosphere will be provided for all teachers. Duty schedules shall be reviewed with teachers annually.

- B. Although the Board of Education, Superintendent and principals are directly responsible for the upgrading of educational facilities, the teaching staff will be encouraged to make recommendations whenever the decisions will affect their working conditions. This may include matters as simple as the color of a classroom, as well as remodeling classrooms or even the equipping and building of new facilities. As the Board of Education works toward making decisions to improve or investigates improving facilities and school resources, teachers will be kept informed and their recommendations sought.
- C. All teachers shall be given ready access to the building(s) and classroom(s) in which they work and shall have access to the teaching supplies, materials and equipment they require to provide quality education for our young people.

13. DISCRETIONARY LEAVE

Each teacher shall be entitled to leave with full pay for thirteen (13) school days in each year and to accumulate to a maximum of 49 days. Leave may be used for sick leave or personal leave.

- A. Teachers will be paid one-half the substitute daily pay for each day over 49 at the end of the school year. If a teacher has a balance in the sick leave bank, those days over 49 will be applied to the balance.
- B. Leave may not be taken the day preceding a vacation period or following a vacation period, unless approved by administration

14. SICK/BEREAVEMENT LEAVE BANK

- A. A Sick/Bereavement Leave Bank shall be available for all teachers employed by USD 412. The Sick/Bereavement Leave Bank will be administered by the Superintendent of Schools or his/her designee, pursuant to guidelines set forth in this article.

Any employee wishing to utilize the Sick/Bereavement Leave Bank will make their request, via the USD 412 Sick/Bereavement Leave Bank Request Form, to the Sick/Bereavement Leave Bank Committee. This committee will consist of two teachers chosen by HNEA, administration, and one BOE member. The committee will then review the request and give their ruling. The employee wishing to utilize the Sick/Bereavement Leave Bank may be required to appear before the committee if additional information is needed.

B. Participation

1. Participation in the sick leave bank will be voluntary with any full-time teacher eligible to participate upon his or her deposit of a minimum of one day or maximum of two days per year of sick leave until the teacher has deposited a maximum of 6 days.
2. Teachers are required to notify the Board Clerk in writing of how many days they wish to deposit during the periods of August 15 to September 1 and/or from June 1 to June 15 of each school year. All deposits will be made in whole-day increments.

3. All sick leave days deposited in the sick leave bank shall not be withdrawn except by the usage guidelines of this article.
4. The total number of days available in the sick leave bank at any one time shall not exceed 250 days, and any deposit of days in excess of 250 days will be deposited into a reserve account capped at 50 days.
5. If at any time the sick leave bank falls below 250 days, the days in the reserve account will be transferred over and if 250 days is still not reached, teachers will be required to donate days (minimum of 1 day or a maximum of 2 days per year) to the sick leave bank until capacity is reached.

C. Usage

1. The participating teacher shall request the use of days from the sick leave bank after the teacher has exhausted all of his or her discretionary leave.
2. The teacher shall provide the Superintendent with a doctor's certificate or statement to certify the teacher is unable to perform his or her normal teaching duties prior to applying. The number of days a teacher may borrow from the sick leave bank shall be limited to 10 days at a time and shall be further limited by the days remaining in the current school year or if the teacher is unable to return to work. If at the end of the 10 days more days are needed, teachers are required to apply for more days. If the teacher or an immediate family member experiences a catastrophic illness/event, the committee will have the discretion of granting additional days from the initial request. Immediate family refers to a person's family unit, consisting of the closest relatives, such as parents, siblings, spouse, and children. An immediate family may contain both biological relatives and those related through marriage, such as brother-in-law.
3. A maximum of two days of bereavement leave will be available without deduction from the teacher's discretionary leave days and/or salary upon request following the death of an immediate family member (as defined in the preceding paragraph). In addition, it shall include any relative living in the teacher's household, grandparents, and grandchildren. Days requested beyond the two days provided will be charged to the teacher's discretionary leave, as will days taken that do not meet the criteria for bereavement as listed above. The teacher will fill out the application form for Sick/Bereavement Leave and submit it to the Sick/Bereavement Leave Committee for consideration.
4. If a teacher receives workmen's compensation benefits or Social Security Disability Benefits, the district shall pay the difference between the amount of workmen's compensation or Social Security Disability Benefits and the teacher's daily rate of salary.

USD 412 SICK/BEREAVEMENT LEAVE BANK APPLICATION FORM

NAME: _____

DATE: _____

NUMBER OF DAYS REQUESTED: _____

REASON FOR REQUEST: _____ SICK _____ BEREAVEMENT

EMPLOYEE SIGNATURE: _____

APPROVED: _____ NUMBER OF DAYS APPROVED:

NOT APPROVED: _____

Signature of Sick/Bereavement Leave Bank Chairperson:

DATE: _____

Explanation of Decision:

Date sent to Board Clerk: _____

15. PROFESSIONAL LEAVES AND ABSENCES

Professional leave may be granted each teacher. Professional leave is attendance at any professional clinic, workshop, conference, school visitation, or other educational activity that involves the teaching field or extra duty in which the teacher may be involved.

No sabbatical leaves may be authorized. A teacher desiring to leave the system for one year will have no special consideration upon returning.

Each teacher shall be allowed professional leave subject to administrative approval. The Board of Education will be required to pay the expenses for a substitute teacher and may reimburse other expenses that the Board, Superintendent or Professional Development Council deem appropriate.

A request for professional leave may be initiated by the Professional Development Council, a teacher, an administrator or the Board of Education. All requests must be in writing. Written administrative approval of the leave must be given prior to the professional activity. The teacher may be required to submit a written report upon return from the professional activity.

16. ABSENCE FOR LEGAL COMMITMENTS

A. When a teacher is appointed to serve in another governmental capacity (jury duty, etc.), he or she must immediately inform the principal of his or her building. The principal shall contact the substitute teacher, and the teacher shall reimburse the district the cost of the substitute teacher or the amount he or she received for service rendered outside USD 412 employment, if that service occurs during time obligated to USD 412.

17. TEACHER PREGNANCY

A. Medical conditions relating to teacher or teacher spouse pregnancy shall be administered as sick leave and days missed as a result of these conditions shall be taken from sick leave days. This leave shall be referred to as maternity leave. In addition, teachers who are participants in the sick leave bank (Contract Section 13) may use up to twenty days from the bank to be used as maternity leave.

A pregnant teacher may request a maternity release from duties. This would be a release from all duties for the remainder of the term without pay. The teacher could continue with her position the following school year if she so desired. The teacher will receive full compensation for the number of days taught up to the beginning of maternity release. Application must be made to the Superintendent.

B. A pregnant teacher may continue working as long as she and her physician feel that it is in her best interest. If, in the judgment of the teacher and her physician, it is determined that she cannot meet normal working conditions, then maternity leave will be allowed to commence immediately. The Board of Education shall have the right to request a doctor's written opinion as to the ability of the teacher to continue working.

C. A teacher will be paid for all days of sick leave accumulated or borrowed from the sick leave bank and taken as maternity leave. Applications for maternity leave should be made to the

Superintendent and must state a probable date of return to duty. This date must be confirmed by a notice to both the principal and the Superintendent.

18. REDUCTION IN FORCE

- A. 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 shall be reduced. The Board of Education shall have complete discretion as to the number of teachers and subject or grade areas to be reduced.
- B. Probationary teachers teaching in the subject area or grade area to be reduced shall be the first teacher or teachers to be non-renewed for the following school year.
- C. If a further reduction of teachers is determined by the Board, the teaching licensure, skills and evaluations of all teachers will be considered. The Board shall first retain those teachers possessing the licensure that the Board of Education determines is needed in the district.
- D. If two or more teachers are similarly qualified in the area of licensure, the teacher or teachers exhibiting the greatest individual qualifications as shown by the teachers' evaluation reports shall be retained.
- E. If two or more teachers possess similar licensure and similar individual qualifications, the teacher or teachers with the longest service in the district shall be retained.

19. CONTINUING EDUCATION GRANT FUND

- A. A continuing education grant for college tuition reimbursement shall be made available to teachers.
- B. Funding for the grant shall be a minimum of \$4,000 per year, with the final amount funded determined by a consensus of the Board at the regular September Board meeting.
- C. Six college credit hours shall be the maximum any one teacher will receive for reimbursement per year. Reimbursement will be a maximum of \$200 per credit hour. The money available will be divided among all teachers who apply for the grant and who are approved by the Building Principal and Superintendent.
- D. Individual requests for grant funding shall be made in the form of an application to the Building Principal or Superintendent. The due dates for the application shall be provided by the Clerk of the Board at the time of the April payroll date. Courses taken by teachers shall relate to present teaching assignments, to possible future teaching assignments in the district, and/or to an advanced degree. Notification for grant approval will be made to the applicant prior to enrollment in college courses.
- E. A transcript from the college where the hours are taken will be proof of completed work. Transcripts shall normally be submitted to the Central Office on or before September 10th.

- F. Reimbursement will be made October 1st following the September 10th due date for transcripts. If the teacher leaves the district prior to reimbursement, reimbursement shall not take place for that individual.

20. SAVINGS CLAUSE

If any provision of this agreement is held to be contrary to law, then such provision shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions shall continue in full force. It is subsequently agreed that the parties will give disclosure notice within 10 calendar days of either side becoming aware of the issue and agree to meet within 45 calendar days from this disclosure notice date in attempt to correct any error and construct a valid provision. The parties agree that technical corrections will be a mutually agreed upon bargaining item during the term of this agreement.