

## NEGOTIATED AGREEMENT

This negotiated agreement represents terms and conditions of professional employment agreed to between the Board of Education of Unified School District 380, Marshall County, Kansas, and the USD 380 Educators and shall be effective for and applicable to the 2025-2026 school year. This agreement shall become effective on July 1, 2025 and shall totally expire on June 30, 2026. No part of this agreement shall automatically become part of any successor agreement because such part was not noticed for change or deletion, or if noticed for change or deletion, no such change or deletion was agreed upon by the parties. Only those parts of this agreement which are specifically agreed upon and ratified pursuant to the provisions of K.S.A. 72-5413 et seq. as amended, will become part of any successor agreement. This agreement may be amended by mutual agreement.

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in force and effect.

As used in this agreement, "teachers" shall mean all professional employees of said Unified School District 380, as that term is defined in K.S.A. 72-5413, and this agreement shall not cover administrators, school nurses and substitute teachers. "Board" shall mean the board of education of said Unified School District 380.

  
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President, Board of Education

  
\_\_\_\_\_  
President, USD 380 Educators

  
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Attest: Clerk of the Board

## Table of Contents

ARTICLE I. Contract Year	4
ARTICLE II. Duty Day	4
ARTICLE III. Payroll Deductions	4
ARTICLE IV. Legal Leave	5
ARTICLE V. Personal and Professional Leave	5
ARTICLE VI. Sick Leave	6
ARTICLE VII. Grievance Procedure	7
A. Purpose and Definition	7
B. Procedure	7
1. Level One	7
2. Level Two	7
3. Level Three	8
C. Rights of Teachers to Representation	8
D. Miscellaneous	8
ARTICLE VIII. Mileage Compensation	9
ARTICLE IX. Extended Contract	9
ARTICLE X. Fringe Benefits	9
ARTICLE XI. Salary Schedule Provisions	10
Salary Schedule	12
Supplemental Salary Schedule	13
EXTRA DUTY PAY NOT LISTED ON SALARY SCHEDULE	14
Freshman, Sophomore, Senior Sponsor and National Honor Society	14
Ticker Takers, Table Officials, Activity Workers, and Bus Sponsor	14

QPA/Curriculum Committee Work	14
Athletic Activity Supervisor	14
ARTICLE XII. Procedure to Follow to Resolve Problems and Differences	15
ARTICLE XIII. Liquidated Damages on Contract Termination	15
Resignation - GBO-R	15
ARTICLE XIV. Teacher Evaluation Process	15
ARTICLE XV. Sick Leave Pool Policy	16
Administration of the Sick Leave Pool	16
ARTICLE XVI. Early Retirement Incentive Program	20
ARTICLE XVII. DUTY FREE LUNCH	20
ARTICLE XVIII. NEW ASSIGNMENTS	21
ARTICLE XIX. Reduction in Force	21
ARTICLE XX. DLN CLASSES	21
ARTICLE XXI. Progressive Teacher Discipline Plan	22
ARTICLE XXII. Payment for College Hours Required by the District	22
ARTICLE XXIII. KSA 72-5453, Nonrenewal	22
ARTICLE XXIV. Incentive for Advanced Degree	22

## ARTICLE I. Contract Year

The number of duty days for the 2025-2026 school year shall not exceed one hundred and eighty-four (184) days.

Teachers will have ½ day for a work day at the end of each quarter. Teachers will not be required to attend meetings during their scheduled work day. Teachers will have 1 work day at the beginning of each semester for the purpose of preparation for the coming semester or school year. Teachers are not required to attend meetings during a scheduled work day.

In the event a teacher is absent from work and the absence is not allowed by any paid leave provision, the daily salary deduction will be 1/184 of the teacher's salary for each day of absence. The absence is subject to prior approval of the building principal.

## ARTICLE II. Duty Day

A. On all teacher contract days other than those listed in the remainder of this article, teachers shall be required to report for duty at 8:00 a.m. and shall be required to stay until 4:00 p.m. On Fridays, or days preceding holidays or vacations, and on days the teacher is to perform an extra duty assignment, the employees' day shall end five minutes after the students' day provided that two teachers remain on duty to supervise students loading and unloading on the buses. The regular duty day shall not exceed eight (8) hours.

When a teacher is requested by the board to attend classes during the school year, the board may create a flexible schedule for that teacher to provide compensatory time.

B. On Parent-Teacher Conference Day, teachers may be required to stay beyond the regular duty day without extra duty pay or compensatory time.

C. When arrangements are made between administration and teachers to come in before the regular duty day is to begin, the end of the duty day shall be reduced by an equal amount of time.

D. The board reserves the right to vary the number of minutes in the school day including, but not limited to, the accommodation of the students' educational program, student transportation and other such aspects of the school operation as the board may deem appropriate. The amount of time may be increased up to but not exceed 30 minutes if necessitated by inclement weather or an emergency.

## ARTICLE III. Payroll Deductions

The Board agrees to make payroll deductions from teachers' salaries for the following purposes and subject to the conditions hereinafter set forth:

1. Tax Sheltered Annuities
2. District Health Care Provider Fees

3. Other deductions as required by state or federal laws.

In regard to items 1-3 above, deductions will be made as authorized in writing by each teacher desiring such deductions. Said authorization shall be made on forms provided by the board and shall be filed with the Clerk of the Board prior to September 5. An open period for changes in authorized payroll deduction shall be observed during the month of February to take effect with the March payroll. Any changes during this open period must be authorized on forms furnished by the district and filed with the Clerk of the Board by March 5. A teacher employed by the school district subsequent to September 5 for the school year ending the following June 30 must make such authorization within ten (10) school days following the effective date of said teachers contract of employment. Any teacher may withdraw such authorization at any time by filing written authorization therefore with the Clerk of the Board at least thirty (30) days before the effective date of such withdrawal. Payroll deduction authorization forms shall be provided each teacher with the teacher's contract of employment.

The board will seek input from the association about the selection of vendors for annuity products prior to the development of the district plan documents for 403(b) tax sheltered annuity offerings but reserves complete discretion in the writing of the final document. Any and all vendors selected must meet the requirements as outlined in the IRS plan.

All payroll deductions must meet current State and Federal guidelines

#### ARTICLE IV. Legal Leave

An employee called to jury duty may be paid regular school wages if said employee endorses all jury duty pay, except reimbursement for mileage and subsistence, over to the district.

The Board shall grant paid leave to a teacher to appear in court to answer a subpoena or for any other reason that a teacher may be required by law to be present in court. Should the teacher receive compensation for the court appearance, the employee must endorse all such pay, except reimbursement for mileage and subsistence, over to the district. The Board shall not compensate the teacher for time to appear in court if the teacher initiates the litigation nor shall the Board compensate the teacher if the teacher is a party in any litigation against the district, board, and/or its administration.

#### ARTICLE V. Personal and Professional Leave

Each teacher shall be granted three (3) days of personal leave during the school year. Personal leave days shall be at full pay and shall be in addition to sick leave. Any teacher desiring personal leave must notify his principal at least three (3) school days prior to said leave. The reason for said leave need not be given to the principal, but the principal shall have the authority to disapprove the date of such leave.

At the end of the school year, each teacher will inform the office of the number of personal leave days for which they wish to be reimbursed and of the number of days they wish to carry over, if any. Teachers will be paid substitute teachers pay for each day of

personal leave that is not used and is not carried over. Teachers are allowed to carry over personal leave days to the next school year. However, the maximum number of personal leave days that can be accumulated, at any time, would be five (5) days. Example: A teacher has three (3) days of personal leave remaining at the end of the contract. The teacher would receive pay for one (1) day, carry over two (2) days, and would be given three (3) additional days at the beginning of the next contract period. This would allow the teacher to accumulate five (5) personal leave days which is the maximum number allowed.

The superintendent shall have the authority to grant leaves of not to exceed four total school days for any employee during any school year for the purpose of attending educational conferences or school visitations. Employees desiring to attend conferences and make visitations shall file an application in writing with the superintendent at least 30 days prior to the first date of the leave being requested. If the application is not filed with the superintendent 30 days prior to the first date of the leave being requested, the superintendent may deny the request. The applications shall be on a form prescribed by the superintendent. Said request shall explain in detail the length of the leave, the purpose and the opinion of the person requesting said leave as to how it will benefit the district. Although conferences, workshops and visitations required by an administrator must follow the prescribed application trail, leeway for less than 30 day notice or more than five total school days in a year may be granted.

A teacher will be limited to \$300.00 per year for registration expenses and to \$100.00 per day maximum for expenses of meals and lodging. These limitations do not apply to the inservices that the district requires the teacher to attend.

## ARTICLE VI. Sick Leave

Each teacher shall receive twelve (12) days of sick leave each school year with full pay to be credited at the beginning of each school year. Unused sick leave days shall accumulate to a total of one hundred (100) days. Sick leave is defined as any illness of or injury to the teacher, and illness, injury or death in the teacher's own family (father, mother, brother, sister, wife, husband, grandparents, children, grandchildren, father-in-law, mother-in-law, grandparents of spouse). Sick leave may also be used to attend the funerals of close friends, provided such leave has received the prior approval of the teacher's principal or immediate supervisor. Sick Leave may also be used for maternity leave. In the event a teacher's contract is terminated prior to the conclusion of the school year and all leave has been exhausted, there shall be a deduction from his/her final check of 1/184th of his/her teaching salary for each 20 working days remaining on the contract.

A teacher after employment with the district for a period of four (4) years, will receive 35 percent of substitute teacher pay per day for each day of up to 90 days of accumulated sick leave upon retirement, resignation, or death. A teacher who resigns under pressure or to avoid a termination or non-renewal process shall not be eligible to receive payment for unused sick leave. No teacher shall be eligible to receive payment for unused sick leave more than once. Separation pay for sick leave purposes for teachers employed at any time on a less than full-time basis shall be allowed on a proportional basis according to the same proportion of teaching time as specified in their contract.

e.g. A teacher is employed by the district for five years as a half time teacher with no sick leave taken accumulates 60 days of sick leave. This teacher then resigns and asks for the sick leave reimbursement pay benefit. The amount to be paid is to be calculated such that only 1/2 of the days will count for pay purposes. In this case the teacher would receive 30 days of pay at \$25 per day.

e.g. A teacher is employed on a 2/3rd contract for 4 years and then moves to a full time contract. The teacher took no sick leave during the first 4 years. The amount of days for accumulated purposes would be equal to 48 times 2/3 or 32 days

Teachers who do not use any sick leave during the 184 day, 2025-2026 contract shall be paid \$150.00 with their June payroll check. The \$150.00 will be reduced by \$50.00 for each day used, i.e. one day used, payment of \$100.00; two days used, payment of \$50.00; and three days used, no payment. Those teachers who are employed on a less than full time basis shall receive this pay in proportion to their contracted day.

Teachers will be paid 35% of substitute teacher pay in August for each sick leave day awarded at the beginning of the new contract year in excess of 100 days. Those teachers who are employed on a less than full time basis will receive this pay in proportion to their contract day.

## ARTICLE VII. Grievance Procedure

### A. Purpose and Definition

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievances which teachers, subject to this grievance procedure, may from time to time file. The term grievance shall be defined as any alleged violation of the negotiated agreement, of which this grievance procedure is a part. Both parties agree that these proceedings should be kept as informal and confidential as may be appropriate at any level of the procedure.

### B. Procedure

#### 1. Level One

The aggrieved party shall notify his or her principal or immediate supervisor within ten (10) school days after the teacher becomes aware of the grievance. The aggrieved party should request an informal conference be held with the Principal or immediate supervisor within ten (10) days after filing said grievance. At this conference the aggrieved party shall seek to resolve the matter informally. The Principal or immediate supervisor shall provide the aggrieved party with an answer to the grievance within five (5) school days after the meeting.

#### 2. Level Two

If the aggrieved party is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the party may file the grievance in writing with the Superintendent of Schools, provided said grievance is filed with the Principal or immediate supervisor within ten (10) school days after the conference with the Principal or immediate supervisor. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved party in an effort to resolve it. The

Superintendent shall provide a written answer to the grievance within five (5) school days after the meeting.

### 3. Level Three

If the aggrieved party is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the party has first met with the Superintendent, the party may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the party has first met with the Superintendent, whichever is sooner, request in writing that the aggrieved party meet with the Board. The Board will consider the grievance at the next regularly scheduled Board meeting occurring at least ten (10) school days after the request has been filed with the Board. The written decision of the Board will be delivered in writing within ten (10) school days after the Board hears the grievance.

#### C. Rights of Teachers to Representation

1. A Party may be represented at all stages of the grievance procedure, except for Level One, by representatives selected by the party.

2. At no time during any level of the grievance procedure will either party be represented by more than two persons.

#### D. Miscellaneous

1. Decisions rendered at all levels of the grievance procedure except Level 1 will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest.

2. 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.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Superintendent and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure. The cost of preparing such form shall be borne by the School District.

4. Should the investigation or processing of any grievance require that the grievant or a school district employee who is a witness or a representative of the grievant or the Board, be absent from his or her regular assignment, such person shall be excused from such assignment for the purpose of appearing at said grievance hearing without loss of pay or benefits.

5. Notification of grievance hearings shall be made in writing to the grievant by the person before whom the hearing is to be held (or by the Clerk of the Board where the Board is considering the grievance), at least 48 hours prior to said hearing.

6. This grievance procedure permits only teachers to grieve and does not permit the teachers association to file a grievance.



## ARTICLE VIII. Mileage Compensation

Transportation expenses between home and the assigned place of work are personal commuting expenses and are not reimbursable. However, employees will be compensated for actual mileage at the federal mileage rate when they are required to use their personal vehicle during the course of the duty day going from one building to another district building. They will also be reimbursed for actual mileage at the federal mileage rate when attending activities to which they are required to attend outside of the district provided that no school vehicle is available. Travel between schools cannot occur during a planning period or during lunch unless the staff member is compensated, for the lost planning period or lunch time, at the rate of \$15.00 per day.

## ARTICLE IX. Extended Contract

Any teacher required to work more than the normal contract year shall receive 1/184th of his annual base salary for each full day of employment beyond the normal contract of 184 days for the 2025-2026 school year. Normal contract year shall be a contract for the number of days specified in Article I.

## ARTICLE X. Fringe Benefits

A. The USD #380 Board of Education will apply an amount up to \$615 per month in the 2025-2026 school year on the premium for the School Sponsored Health Insurance Plan. (This amount may not be taken as a cash option under the Section 125 Salary Reduction Program outlined in Section D below).

B. The Board of Education will apply up to \$5.45 per month on the premium for a \$25,000 term life and accidental death and dismemberment insurance policy through the School Sponsored Health Insurance Carrier.

C. Section 125 Salary Reduction Program-Each teacher will be allowed to purchase benefits for each full time or part time teacher for the contract year. Each teacher will designate in writing the benefits to be purchased. The clerk of the Board will provide a form for each teacher to use in designating the combination of benefits that the teacher wishes to be provided. The teacher will select from health insurance, salary protection insurance, cancer insurance, and group term life. There will also be a reimbursement program to enable tax free dollars to be used for dependent care and medical reimbursement. The teacher will receive the difference between the total benefit available and the total amount of non-taxable benefits in cash that will be subject to Income and FICA taxes. As used in this agreement, a full time teacher is a teacher who is employed pursuant to a written contract of employment with the school district for 184 (2015-2016 school year) duty days as defined in Article XII. A part time teacher is a teacher who does not meet the foregoing requirements to be a full time teacher.

D. The district allows for retirees and their spouses to continue participation in the group health insurance plan until such time as the retiree/spouse is eligible for full coverage from Medicare.

The spouse of a deceased retiree or retiree who has already qualified for full coverage from Medicare may continue to participate in the group health insurance plan until such time as he/she is eligible for full coverage from Medicare.

After qualifying for full coverage from Medicare, the retiree and/or spouse may/may not elect to remain covered by the group health insurance plan. Medicare would be the primary coverage and the group health insurance plan would be the secondary coverage.

The retired member must remit to the Clerk of the Board their monthly payment at least thirty (30) days in advance.

E. The coverage under the group health-care benefits will cease in the event the retired employee fails to make the required premium payments on a timely basis.

## ARTICLE XI. Salary Schedule Provisions

The negotiated salary schedule shall be interpreted as follows in regard to a teacher's placement and advancement on said schedule insofar as said teacher's degree or degrees and other college or university hours of education are to be considered. BS shall mean a bachelor of science, Bachelor of Arts or equivalent degree. MS shall mean a Master of Science or Master of Arts or equivalent degree.

The board shall have the right to allow more or less than the actual number of years of service credit for any new teacher. The determination of the years of credit shall be made at the time of employment.

Hours shall mean semester hours earned by a teacher subsequent to being awarded the BS, BA, MA, or equivalent degree; or hours may refer to credit earned through the use of in-service hours as stipulated in the state approved in-service plan. All in-service hours, including seat time, may be used for horizontal movement on the salary schedule after the implementation reaches beyond Level 1. All in-service provided by the district can be counted in computing horizontal movement as well even though documentation beyond Level 1 is not provided. In-service hours that have been accumulated in another district and have already been used for movement across the salary scale may be considered the same as college transcript hours. If the in-service hours from another district have not already been used for such movement, they may be transferred to our in-service plan for re-certification but they will not be able to be used for horizontal movement. All credit hours or in-service hours to be counted for column placement on said salary schedule must meet at least one of the following requirements:

1. Be in a subject matter required for continued certification as a teacher by the Kansas State Board of Education.
2. Be in the teacher's area of certification.
3. Be creditable for the next higher degree in the teacher's area of certification.

4. Be approved by the Superintendent of schools. Approval by the Superintendent shall be based upon his subjective opinion as to whether such hour or hours will be beneficial to the teacher involved in the area of improved instruction. Non-approval by the Superintendent shall not be the subject of a grievance.

It is recommended that teachers who desire credit for additional hours under paragraph 4 check with the Superintendent before enrolling in any course which does not qualify under paragraph 1, 2, 3.

Each teacher shall receive one vertical step increase for each year of service in the district up to the maximum number of steps for each column. Teachers advancing horizontally shall also be provided one vertical step increase in addition to the horizontal advancement but shall only receive one vertical step per year. If a teacher advances horizontally at mid-year, they will not receive a vertical step if they have already received a vertical step at the beginning of the year. If, however, they did not receive a vertical step at the beginning of the year and they complete sufficient credits (college or in-service) for horizontal movement in January, they will also receive the vertical step at that time. For a teacher to advance horizontally from one vertical column to another the teacher must have met the necessary educational requirements. Teachers who have completed either hours or degree work that would allow them to move from one column to another will be moved at either the beginning of the school year or during the month of January allowing for course completion. Contracts amended in January for column movement are in effect only for the second semester. Teachers who complete hours or degrees during the first semester must submit an official transcript to the Superintendent on or before January 15th for fall work or September 1 for spring and summer work. Even though a teacher does not have the coursework completed, the teacher should notify the superintendent prior to July 1 of each year if, at any time during the following school year, they anticipate moving horizontally to allow for budget preparation. For the 2018-2019 school year the Board of Education agrees to place teachers on the appropriate step level to make up for the years they were frozen (2010, 2011, 2012 and 2016). The Board of Education and teachers agree that only teachers whom were eligible to move and when the Board of Education added steps in those years will be eligible.

Teachers employed full time for one semester of a school year in USD #380 shall be given credit for one year of experience.

Hours which have heretofore been approved for column placement shall continue to be counted for column placement notwithstanding any other provision of this article.

Quarter hour credits in courses qualifying under paragraph 1, 2, 3, or 4 shall be converted to semester hours as follows: each quarter hour shall be the equivalent of two thirds ( $\frac{2}{3}$ ) of a semester hour.

In applying additional semester hours, any part of a semester hour equal to at least one-half of an hour shall be counted as a full hour.

Example 1: 11.00 to 11.49 hours would be counted as 11 hours.

Example 2: 11.50 to 11.99 hours would be counted as 12 hours.

If a teacher agrees to substitute during their planning period, they will be compensated at the rate of \$25.00 per clock hour at a minimum of \$25.00 for each instance under an hour.

## 2025-2026 Salary Schedule

**Base Salary: 43,000**

**Step Down: 500**

**Health Fringe: 7,380/yr.**

**Step Across: 600**

**Life Ins Coverage: 25,000**

**Masters Step Across: 750**

Step	BS	BS+8	BS+16	BS+24	BS+32	MS	MS+10	MS+20	MS+30
1	43,000	43,600	44,200	44,800	45,400	46,150	46,900	47,650	48,400
2	43,500	44,100	44,700	45,300	45,900	46,650	47,400	48,150	48,900
3	44,000	44,600	45,200	45,800	46,400	47,150	47,900	48,650	49,400
4	44,500	45,100	45,700	46,300	46,900	47,650	48,400	49,150	49,900
5	45,000	45,600	46,200	46,800	47,400	48,150	48,900	49,650	50,400
6	45,500	46,100	46,700	47,300	47,900	48,650	49,400	50,150	50,900
7	46,000	46,600	47,200	47,800	48,400	49,150	49,900	50,650	51,400
8	46,500	47,100	47,700	48,300	48,900	49,650	50,400	51,150	51,900
9	47,000	47,600	48,200	48,800	49,400	50,150	50,900	51,650	52,400
10	47,500	48,100	48,700	49,300	49,900	50,650	51,400	52,150	52,900
11		48,600	49,200	49,800	50,400	51,150	51,900	52,650	53,400
12		49,100	49,700	50,300	50,900	51,650	52,400	53,150	53,900
13			50,200	50,800	51,400	52,150	52,900	53,650	54,400
14			50,700	51,300	51,900	52,650	53,400	54,150	54,900
15				51,800	52,400	53,150	53,900	54,650	55,400
16				52,300	52,900	53,650	54,400	55,150	55,900
17				52,800	53,400	54,150	54,900	55,650	56,400
18				53,300	53,900	54,650	55,400	56,150	56,900
19				53,800	54,400	55,150	55,900	56,650	57,400
20					54,900	55,650	56,400	57,150	57,900
21					55,400	56,150	56,900	57,650	58,400
22					55,900	56,650	57,400	58,150	58,900
23					56,400	57,150	57,900	58,650	59,400
24					56,900	57,650	58,400	59,150	59,900
25					57,400	58,150	58,900	59,650	60,400
26					57,900	58,650	59,400	60,150	60,900
27					58,400	59,150	59,900	60,650	61,400
28					58,900	59,650	60,400	61,150	61,900
29						60,150	60,900	61,650	62,400
30						60,650	61,400	62,150	62,900
31							61,900	62,650	63,400
32							62,400	63,150	63,900
33								63,650	64,400
34								64,150	64,900
35									65,400
36									65,900

## SUPPLEMENTAL SALARY SCHEDULE

	Factor	Amount
*HS Head Football Coach	0.094	4,042
*HS Head Basketball Coach	0.094	4,042
**HS Head Track Coach	0.074	3,182
*HS Head Volleyball Coach	0.094	4,042
***HS Head Cross Country Coach	0.074	3,182
*HS Head Baseball Coach	0.074	3,182
*HS Head Softball Coach	0.074	3,182
HS Asst. Coach	0.066	2,838
HS Athletic Director	0.100	4,300
GS Basketball Coach	0.049	2,107
GS Fall Sport	0.039	1,677
GS Spring Sport	0.039	1,677
GS Athletic Director	0.050	2,150
HS Cheerleader Sponsor	0.054	2,322
HS Year Book Sponsor	0.042	1,806
Forensics	0.044	1,892
Instrumental Music	0.081	3,483
Vocal Music	0.081	3,483
FCCLA Sponsor	0.059	2,537
FFA Sponsor	0.059	2,537
FBLA Sponsor	0.059	2,537
Kays Sponsor	0.043	1,849
Jr. Class Sponsor	0.074	3,182
HS Quiz Bowl Sponsor	0.0465	2,000
Drill Sponsor	0.038	1,634
Drama	0.041	1,763
Computer	0.15	6,450
Band (summer)	0.052	2,236
Weightlifting (summer)	0.052	2,236
Fresh. Basketball	0.0457	1,965
***HS Head Golf	0.074	3,182
Jr. High Cheerleader	0.034	1,462
Jr. High Quiz Bowl	0.0208	894
Jr. High Asst.	0.029	1,247
Student Council	0.01	430
Flag Sponsor*****	0.0145	624

\*Plus \$100 per year for head coaching experience in district or previous out of district experience to a maximum of 5 years. (\$4,401.00 increment limit).

\*\*Beginning with the 2003-2004 school year, head track coaches will also receive an additional \$100 per year for head coaching experience in district or previous out of district experience to a maximum of 5 years. (\$4,542.00 increment limit)

\*\*\*Beginning with the 2018-19 school year, head cross country coaches and head golf coaches will receive an additional \$100 per year for head coach experience in district or previous out of district experience to a maximum of 5 years. (\$4,542.00 increment limit)

\*\*\*\*With each second and additional supplemental contract held, the teacher will be paid \$50.00 more than the supplemental salary listed above.

\*\*\*\*\*The vocal and instrumental music stipend shall be divided in half when two teachers teach either vocal or instrumental music. In the event that more than two instructors teach vocal or instrumental music the board reserves the right to determine the appropriate amount to be paid to each teacher.

\*\*\*\*\*Not being used the current school year.

#### **EXTRA DUTY PAY NOT LISTED ON SALARY SCHEDULE**

In order to receive compensation for any extra duty, extra time worked, etc. prior approval must be given by the designated building or district administrator.

#### **Freshman, Sophomore, Senior Sponsor and National Honor Society**

Sponsor will be paid \$40.00 per event and shall be limited to five events per year.

#### **Ticker Takers, Table Officials, Activity Workers, Bus Sponsorship, Elementary Music Program Supervision, and Senior Class Trip Sponsor**

Teachers will receive \$15.00 per hour with a limit of no more than nine (9) hours claimable on one event. Bus sponsorship is paid at \$12.50 per hour when the activity is outside of the duty day and is for an activity for which the teacher does not receive supplemental pay. Pay is calculated from departure time to the time arrived back at the starting destination. Senior Class trip sponsor will be paid at the rate of \$75.00 per day, not to exceed 4 days.

#### **KESA/Curriculum Committee Work**

Outside the regular duty day teachers will be paid at the rate of \$15 per hour for Administration assigned KESA/curriculum work. Each building is limited to \$1500.00 per year. No leaves will be granted for KESA days except in an emergency or for extenuating circumstances that have been cleared by the teacher with the superintendent.

#### **Athletic Activity Supervisor**

The purpose of the athletic activity supervisor is to provide an opportunity for building administrators to reduce their evening supervisory responsibilities for athletic contests. Teachers who have agreed to serve as an athletic activity supervisor will be responsible for overseeing the conduct of individuals at the activity as well as seeing to the security of the building until the completion of that evening's activities. Pay for this position shall be equivalent to a substitute's pay.

The principal must approve all extra duty prior to its execution. The principal will keep a list of teachers working for extra duty. The list will be sent to the district office monthly and will be paid to the teachers monthly. Extra pay applies to after school hours only. Teachers will not be eligible for extra pay during normal duty hours of the school day. Teachers will be responsible for insuring they are correctly paid.

The Board has the right to hire one person, per semester, at both Frankfort and Centralia, to supervise athletic and other activities. The Board agrees to pay \$500.00 per person per semester for this service.

## **ARTICLE XII. Procedure to Follow to Resolve Problems and Differences**

Each teacher is to be given a copy of the policy or procedure to be followed if the teacher has a problem that he/she feels needs to be answered or solved.

## **ARTICLE XIII. Liquidated Damages on Contract Termination**

In the event any teacher resigns or fails to honor the terms of the employment contract, the teacher shall pay to the district liquidated damages as follows:

If a teacher submits a written resignation to the board clerk on or after June 1 and before August 1, liquidated damages shall be in the amount of 4% of the base salary, and a teacher's resignation shall not be accepted until the school district has found a suitable replacement for the teaching position

If a teacher submits a written resignation to the board clerk or fails to complete the contract on or after August 1 and before the end of the contract term, the liquidated damages shall be 5% of the base salary plus \$100 per month for each month of the work period remaining on contract whether a full month or part of a month prorated from August 1 through May 31. The teacher's resignation shall not be accepted until the school district has found a suitable replacement for the teaching position.

Health or medical reasons which are certified by a physician shall exempt the teacher from paying the liquidated damages.

### **Resignation - GBO-R**

The amount of liquidated damages shall be paid by the teacher to the district prior to the Board's acceptance of the resignation of the teacher and releasing the teacher from the contract.

In the event the district owes the teacher additional salary amounts after the teacher resigns or fails to honor the contract, the Board may deduct the amount of liquidated damages from the amount owed to the teacher by the district.

In the event the teacher terminates employment in the district without compliance with Board policy, the Board may request the Professional Practices Commission to consider the suspension of the teacher's certificate for one year.

## **ARTICLE XIV. Teacher Evaluation Process**

The Board and the USD 380 Educators agree to review the Professional Teacher Evaluation process in the 2016-2017 school year for use in the 2016-2017 school year.

## ARTICLE XV. Sick Leave Pool Policy

1. The Purpose of the sick leave pool is to provide some days of additional sick leave to certified personnel in cases where a critical illness or severe injury would impose a devastating hardship on the individual and their family. This leave will be used only after the individual's personal accumulated sick leave has been exhausted.

2. The occasion and extent of this leave will be controlled by a committee consisting of: The Superintendent or his/her representative, the Principal of the building to which the teacher is assigned, one Board Member, and two teachers appointed by the president of the teacher's association. Teacher members of the committee will be selected as follows: One teacher will be selected to represent the Centralia schools (Jessica Stallbaumer), one teacher will be selected to represent the Frankfort schools (Kjerstine Vaughn). The terms of service will be for two years, with the exception of the first year of establishment of this sick leave pool where one teacher will serve for only a one year term.

3. The amount of leave in the pool will not exceed 90 days at any one time.

4. At the start of school each year the board clerk will subtract the days in the pool that have not been used for any granted sick leave in the past year for each contributor that has left the school district.

5. The board clerk will notify all employees in that group who did not use their days over the maximum accumulated allowed by the board policy that they have the option of using one from their unused days if they sign the form in writing.

6. The board clerk will then take a day from all newly hired staff members and add it to the pool total until the pool reaches the limit imposed by policy.

7. If the pool total does not reach the maximum with the days contributed by the newly hired staff, the board clerk will take a day from any staff member in the pool who has not contributed a second day.

8. Once the employee has contributed the second day, they will be placed in the pool in alphabetical order with all other employees who have contributed 2 days.

9. A report on the sick leave pool will be given to the board each year in October. That report will include the distribution of days given and of days taken from each employee.

### **Administration of the Sick Leave Pool**

1. The pool is to consist of 90 days at the beginning of each year.

2. An individual may request days from the sick leave pool after being employed by the district for one year, which may not exceed 30 days.



3. The pool is to be used by an individual only after their own accumulated sick leave is exhausted. Application to receive pool days must be submitted to the committee no later than 5 school days after the individual has exhausted their accumulated sick leave days.

4. Use of this pool will be determined by a unanimous decision of the committee. The applicant must be notified of the committee's decision no later than five (5) schools days after the application is submitted. The decision of the committee will be reported to the individual on the approved district Report of the Committee Form.

5. Any members on the committee who apply for use of the sick leave pool shall disqualify himself/herself from the committee.

6. Use of this pool shall be limited to emergency situations, such as prolonged illness or serious injury. Pool days may not be used for maternity purposes unless complications arise.

7. Contributions made to the original 90 days of the sick leave pool will not count against the stay well plan as outlined in Article VI of the negotiated agreement.

8. Application for use of sick leave pool days shall be made to the superintendent on the approved district Request for Permission to draw from the Sick Leave Pool form.

9. A doctor's statement of inability to work will be required of all applicants applying for days from the sick leave pool.

10. All decisions by the committee are final and not subject to the grievance procedure as stated in Article VII page 5 of the negotiated agreement.

## Report of the Committee

Date \_\_\_\_\_

### Committee Members

\_\_\_\_\_ Chairperson

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We grant \_\_\_\_\_

\_\_\_\_\_ days of sick leave from the Sick Leave Pool.

Dates to be used are \_\_\_\_\_

\_\_\_\_\_

### Signature of the Committee

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Principal

\_\_\_\_\_ Teacher

\_\_\_\_\_ Teacher

REQUEST FOR PERMISSION TO DRAW  
FROM THE SICK LEAVE POOL

NAME \_\_\_\_\_ DATE \_\_\_\_\_

BUILDING \_\_\_\_\_

DATE CURRENT ILLNESS BEGAN \_\_\_\_\_

NUMBER OF DAYS YOU ARE REQUESTING FROM THE POOL \_\_\_\_\_

STATEMENT OF PERTINENT INFORMATION FOR THE COMMITTEE \_\_\_\_\_

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I hereby authorize the Superintendent of Schools to make my personnel records pertaining to sick leave available to the Committee.

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

## ARTICLE XVI. Early Retirement Incentive Program

Employees Covered: Certified Staff

Age	Dollar Amt Stipend of Base Salary*	Number of Years Paid
60	11.25%	5
61	12.25%	4
62	13.25%	3
63	14.25%	2
64	15.25%	1

\*(The Base Salary which will be used will be that which is in effect during the year the Board of Education receives notification that the certified staff member is seeking early retirement. That same base salary will remain constant throughout the number of years that the dollar amount is paid. The dollar amount will be constant for the number of years listed above based upon the initial year of the early retirement.)

Annual lump sum payment may be made in January following the retirement school year or a monthly deduction/reduction may be made for health insurance starting at the conclusion of the employee's current health insurance coverage.

Age and years-of-service eligibility is determined by Superintendent and Clerk of the Board from official district records.

Decision to accept early retirement incentive is contingent on completing your contract year and must be made by March 15 preceding the anticipated retirement date and shall include the following information:

1. A statement of the applicant's desire to take early retirement.
2. The anticipated date of retirement.
3. The applicant's birth date and age on the date of retirement.
4. The number of years the applicant has been employed by the district.
5. If the applicant desires health insurance coverage through the school district's health insurance program by deduction/reduction of annual premiums from the early retirement benefit, the applicant will be given the opportunity to contribute the difference in the rate to remain in the health insurance program. Eligibility for family coverage requires family membership in the district plan during the last year of employment.

\*100% of this amount is paid with 15 years or more of service, 80% with 12 to 14 years of service, and 60% with 10 to 11 years of service. Only service in USD #380 is applicable for determining eligibility and benefits under the Early Retirement Incentive Plan.

## ARTICLE XVII Duty Free Lunch

All teachers will have a duty free lunch.

## ARTICLE XVIII New Assignments

A teacher who is assigned an entirely new grade level after May 30 is entitled to 2 days of planning reimbursed at the rate of \$10.00 per hour for an 8-hour day. For example, a teacher who has been teaching grade 2 and is reassigned to grade 3 on June 1 would be given the 2 days of planning time. A teacher who has been teaching biology and is given a class of general science would not qualify. If the biology teacher had been teaching a full schedule of biology and was given instead a full schedule of math, they would qualify.

A teacher who is assigned to a new or different classroom although the teaching assignment remains the same will be responsible for moving all personal items to the new classroom. The physical movement of the furniture will be not be their responsibility.

## Article XIX Reduction in Force

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

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

To determine the number of teaching positions to be reduced, the administrative staff will determine the educational program for the district in accordance with the educational goals established by the board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals in determining which teachers will be non-renewed due to reduction in force.

The educational goals and needs of the district, individual certifications, qualifications, training, skills, interests, and evaluations shall be considered.

In the event two or more teachers have similar certifications, qualifications and skills in a teaching area, the teacher or teachers who best meet the needs of the district will be retained.

Any certified employee who has not been re-employed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher would qualify. Certified employees who may be eligible for reemployment are required to notify the district of their current address. The superintendent will recommend to the board reinstatement of any teacher that he/she deems qualified and able to serve the best interests of the district.

## Article XX High School DLN and Dual Credit Classes

If the class is taught over the DLN and involves students from outside of USD 380 and reimbursement is received from another district, the DLN reimbursement will be treated as a separate fund as per IED Distance Learning Classes.

The teacher who is assigned to teach a class or classes over the distance learning network who is employed by our district must choose from the following options based upon the configuration of the classes taught during each class period:

1. If all students are students of either Frankfort Schools and/or Centralia Schools, the teacher will be under a regular contract with USD 380 and will receive no additional options.

2. If there is any combination of USD 380 students and students from other districts, the teacher will receive their normal pay plus 50% of the reimbursement from the receiving districts to a maximum of \$2000 for a full year class or \$1000 for a semester class. The remaining 50% will be utilized by the district as needed.

## Article XXI Progressive Teacher Discipline Plan

The USD 380 Board of Education has the right to discipline a teacher utilizing a procedure that is progressive in application beginning with verbal reprimand, written reprimand, plan of assistance, suspension with pay, suspension without pay, and termination. Even though the procedure is designed to be progressive, the Board reserves the right to start the discipline process at any point on the continuum based upon the severity of the teachers' actions. The board shall be authorized to delegate teacher discipline to the superintendent, who may also delegate lower levels of discipline to building administrators. The board must have good cause to initiate discipline of teachers. Those teachers subjected to any of the steps of discipline shall be afforded an opportunity to submit a written rebuttal to any proposed discipline, and shall be afforded all statutory due process as outlined in KSA 72-5436 et seq. The teacher shall have the right to representation at all levels of the process except the lowest level of verbal warning. The process is expected to move forward in a reasonable manner, without undue delays. In the event that the teacher representative is unavailable, disciplinary action will occur in a timely manner; however, the teacher will have the opportunity to involve a representative in the process as soon as the representative is available.

## Article XXII Payment for College Hours Required by the District

The Local Board of Education will pay 100% of college credit if the college hours are requested by the administration or the Board of Education. This college stipend does not apply to new staff hired within the understanding that they will achieve specific certification as a condition of hire.

## Article XXIII KSA 72-5453, Nonrenewal

Whenever a teacher in the district is given written notice of a board's intention to not renew the teacher's contract, the teacher may request a meeting with the board by filing a written request with the clerk of the board within 10 days from the date of receipt of written statement of nonrenewal or of a contract or dismissal. The board shall hold such meeting within 10 days after the filing of the teacher's request. The meeting provided for under this section shall be held in executive session and, at such meeting, the board shall specify the reason or reasons for the board's intention to not renew the teacher's contract. The teacher shall be afforded an opportunity to respond to the board. Neither party shall have the right to have counsel present. Within 10 days after the meeting, the board shall reconsider its reason or reasons for nonrenewal and shall make a final decision as to the matter.

## Article XXIV Incentive for Advanced Degree

The Board of Education will reimburse \$200 per credit hour for work towards or beyond an advanced degree in an area of teaching methods, assessments, or subject matter taught.

Credit must be granted from an accredited institution. Board written permission must be obtained prior to enrolling in a class/program of study and reimbursement will occur upon verification of successful completion of each course. Teacher will submit an official transcript to gain reimbursement. If offered a contract for the following year and the teacher leaves the district, they must reimburse USD #380 100% of tuition paid by the district. If the teacher leaves after the first year, they must reimburse USD #380 75% of tuition paid by the district. If the teacher leaves after the second year, they must reimburse USD #380 50% of tuition paid by the district.