

**NEGOTIATED AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT NO. 243
LEBO-WAVERLY
AND
USD #243 TEACHERS ASSOCIATION**



Phone Numbers
High School : (620) 256-6341
Elementary : (620) 256-6363



Phone Numbers
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**2023 – 2024
USD #243 Lebo/Waverly
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PREAMBLE

AGREEMENT made and entered into as of the 10th day of May, 2023 by and between THE BOARD OF EDUCATION UNIFIED SCHOOL DISTRICT NO. 243, hereinafter referred to as the “Board”, and USD 243 TEACHERS ASSOCIATION, hereinafter referred to as the “Association”.

- A. The legislature of the State of Kansas has established a procedure for professional employees employed within the school districts of the State of Kansas to organize and to select a representative for the purpose of professional negotiations, and the majority of the employees, excluding administrators, within the school district has designated the Association as its representative for professional negotiations.
- B. The Board and the Association recognize and declare that providing a quality education for the students of Unified school District 243 is their mutual desire and that the character of such education depends predominantly upon the quality and morale of the teaching staff.
- C. It shall be the mutual aim of the parties of this agreement to maintain and improve the quality of the instructional program and morale of the teaching staff.
- D. Representatives of the Board have met with representatives of the Association and have negotiated in good faith the terms and conditions of professional service.

ARTICLE I: DURATION OF AGREEMENT

- A. This agreement shall become effective July 1, 2023 provided it is ratified by a majority of the members of the board and a majority of the members of the negotiating unit and shall remain in full force and effective to and including June 30, 2024.
- B. All articles of this agreement shall continue in full force and effect to and including June 30, 2024, and thereafter for successive contracted periods, unless written notice to amend is given by either party to the other not later than March 31, immediately preceding the expiration date pursuant to [K.S.A.72-5423](#).

ARTICLE II: SAVINGS CLAUSE

- A. If any provision of the Agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and Association shall enter immediately into negotiation to replace any provision found to be contrary to law. [K.S.A. 72-5422](#)

ARTICLE III: NEGOTIATIONS PROCEDURE

- A. SELECTION OF TEAMS: The Board of Education and the Association each has the right to select its own representatives and to change them at will.
- B. BASIC INFORMATION: In order to avoid the waste resulting from attempts to negotiate when the parties are in disagreement over basic facts, the Board and the teacher's association agree to make available to each other, on request, such information as may be needed to develop sound proposals.
- C. NEGOTIATIONS MEETINGS: Negotiations sessions will comply with Senate Bill no. 5 of 1977, amending K.S.A. 1976 Supp. 7504318, 7504319 and 75-4320 entitled "Open meeting Law".
- D. The results of any agreement made in negotiations sessions must be approved by the local teacher's association and the board of education before becoming a part of the negotiated agreement.
- E. CAUCUS: The negotiation team shall have the right to caucus at any time during negotiation sessions.
- F. PROCESSING AGREEMENTS: When agreements are reached on the various items which have been negotiated, they are to be typed in final forms, signed by the negotiators, recommended to their constituents as a composite package for ratification or rejection, and ultimately signed into agreement by the association and board, if all negotiated items are accepted.
- G. Within thirty (30) days of ratification, the district shall provide a copy of the negotiated agreement pages that have changed from the previous agreement to each certified employee and 10 copies of the entire agreement to the local teacher's association.

Negotiations Team Members

Lebo Members	Waverly Members	Board Members	Administration
Monique Keith	Jessica Gaddis	Matt Hopkins	Duane Ford
Bev Gross	Megan Bathory	Denise McNabb	Ted Vannocker

ARTICLE IV: GOOD FAITH NEGOTIATIONS

Each party acknowledges its duty under the Kansas statutes to meet, confer, consult and discuss in good faith effort to reach agreement with respect to terms and conditions of professional service in USD 243.

The Board and the Association agree that the duties of each party are summarized in the following concepts of good faith.

- A. Each party's team is authorized to speak for and reach agreement on behalf of its constituents.
- B. Each party will negotiate with the other honestly and in a bona fide effort to reach agreement.
- C. Each party will meet at reasonable times and places.
- D. Each party will have the authority to make proposals, counter proposals, and agreements (subject to final ratification) in accordance with K.S.A. [72-5415](#).
- E. The Board will allow the Association reasonable access to teachers at their places of employment and reasonable opportunity to communicate with them. (Reasonable access means free periods and between classes.)
- F. The Association will have no meeting on school time without prior agreement with the Superintendent.
- G. The Board will not dissuade employees from participating in the negotiation process or in the activities of the association.
- H. The Board shall not try to discredit the Association or to convince teachers the employer is the best source of protection in personnel matters. The Association shall not try to discredit the Board's position or their representative.
- I. Each party will respond to the other's proposals and will provide support data and rationale for its own counter proposals.
- J. Each party agrees not to arbitrarily or capriciously reverse positions formerly taken.
- K. The Board will not undermine the Association's negotiating team by dealing with individual employees.
- L. The Association will not undermine the Board's negotiating team by dealing with individual board members or administrators.

ARTICLE V: EVALUATION (SEE APPENDIX A – “GREENBUSH EVALUATION TOOL”)

1. PURPOSE: The purpose of evaluation include the following:

1. To provide formal and informal opportunities for the personnel of U.S.D. #243 to objectively consider and evaluate the effectiveness and the contribution of the certified staff to the total school program. It is the belief of the Board of Education that these evaluations provide the best opportunity for a certified staff member to learn his/her strengths and possible weaknesses and to improve in effectiveness as an educator.
2. To facilitate a process of self-development and growth by aiding personnel in identifying areas for improvement and growth. The process to be implemented by identifying the individual's strengths and weaknesses, determining strategies for reinforcing the strengths and remedying the weaknesses and developing ways to improve overall effectiveness.
3. To include help – through identifying strengths and weaknesses, setting realistic goals, providing resources, defining responsibilities, establishing solutions and monitoring performance.
4. To develop a process which may be used to make decisions about employees concerning re-employment, transfer, termination, probation and/or reassignment.

B. RESPONSIBILITY FOR EVALUATION

1. To ensure valid and reliable evaluation throughout the District, the Employer will provide for the formal training of evaluators in all techniques of evaluation. No administrator of the employer shall evaluate any employee unless this training has been completed and certified by the employer.
2. Within each school building the assigned building administrator shall be responsible for the evaluation of employees assigned to that school building or as assigned by the superintendent.
3. No teacher shall evaluate any other teacher.

ARTICLE VI: REDUCTION IN STAFF AND DUE PROCESS

A. REDUCTION IN STAFF

- a. When budget considerations dictate, the board proposes to use the evaluation process as a means of determining which staff members will be reduced.
- b. This shall apply only to teachers with five (5) or more continuous years in the district. Staff members which have been reduced shall have the right of recall from the time of the reduction until school starts the following fall, providing the following requirements are met:

- i. The teacher must notify the Board in writing of his or her desire to be recalled within 10 days of the reduction and the teacher must keep the Central Office informed of his or her whereabouts to facilitate the possible recall.

ARTICLE VII: GRIEVANCE PROCEDURE

Every school system has grievances. If allowed to go unresolved they can have a damaging effect on teaching efficiency and teacher-administrator-board relationships. Grievances normally arise from a misunderstanding rather than from bad intention.

A. DEFINITIONS:

1. A "Grievance" is a complaint by a teacher or group of teachers based on an alleged violation, misinterpretation or misapplication of the negotiated agreement.
2. The Term "teacher" may include a group of teachers who are similarly affected by a grievance.
3. An "aggrieved person" shall mean the person or persons making the complaint.
4. A "party in interest" shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
5. The term "days", except when otherwise indicated, shall mean working school days.
6. The "Association" shall mean the local association which has been recognized by the Board of Education as the exclusive representative of the teachers.
7. "Grievance Committee Chairman" shall mean LWEA President or designated representative.

B. PURPOSE

1. It is the policy of the Board to assure to every teacher the opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or prejudice in any manner.
2. The purpose of these proceedings is to secure equitable solutions to grievances of teachers and other professional employees.
3. If any person is a party in interest to any grievance, such person is disqualified from exercising the judicial function in attempts to resolve the grievance.
4. All documents, communications, and records dealing with processing of grievances shall be filed by the parties of interest.

5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other documents which are necessary, shall be printed by the association.
6. No teacher shall be required to discuss any grievance when the associated representative is not present.
7. The board will cooperate with the association in the investigation of a grievance and furnish such information as is requested for the processing of any grievance.
8. Should the investigation of processing of any grievance require that a teacher or association representative be absent from his regular assignment, he shall be released without loss of pay or benefits.
9. All grievance hearings and conferences shall be closed to individuals, groups and organizations not directly involved in the hearing.
10. Grievances filed toward the close of the school year shall be expedited insofar as is reasonably possible, with the intention to complete the processing before the close of the school year. If completion cannot be accomplished, the processing will be re-established at the beginning of the new school year.

C. PROCEDURES

1. Level One; The aggrieved person should request an informal conference with his principal or other immediate supervisor, within five (5) days after he becomes aware of the grievance. At this conference the aggrieved person may be accompanied by the association's grievance representative for the building. Such a representative may serve as spokesman for the aggrieved person. The purpose of these informal meetings is to give the principal the opportunity to resolve the grievance in an informal way. A dated record of this conference should be filed with the cumulated records of the case.
2. Level Two; If the aggrieved person has been unable to get a conference with the principal within five (5) days of the request, or having had the conference, has not found a solution to the grievance, he may ask the assistance of the building grievance representative, and prepare a written statement of the grievance within three (3) days after failure to find a satisfactory informal solution in the principal's office. One copy shall be delivered to the principal's office. One copy of the association's grievance committee chairman, one to the building grievance representative, and one should be kept by the aggrieved person.

Within five (5) days after delivery of the formal grievance at the office of the principal, the principal or his/her representative shall deliver to the teacher, in writing, the school system's decision with respect to the grievance, deliver a copy to the appropriate building grievance representative, one copy to the association committee grievance chairman, and

retain one copy for his own file. Such a decision shall include appropriate supporting evidence and reasons for the decision.

3. Level Three; If the school system's decision as expressed by the principal/ in level two is not satisfactory to the aggrieved teacher, the association's grievance committee shall make objective findings of fact relating to the grievance. The association's grievance committee, which serves in the role of advocate, shall make a careful evaluation of the grievance in the light of the findings. Based on the findings, the association's grievance committee will counsel the aggrieved teacher either to accept the school system's decision as indicated by the principal, or to appeal that decision to the superintendent for action within the district.

If the association's grievance committee recommends the appeal, it assists with preparation of the case. The appeal to the superintendent shall set forth the grievance solution sought, and shall request a hearing within five (5) days.

At the hearing, with the superintendent or his designee, the aggrieved person, the grievance committee may be present, with the spokesman for the aggrieved person having been chosen in advance. The aggrieved person may have witnesses at this hearing if he so desires and notifies the Board of Education and the Superintendent of this fact at the same time he files his grievance in writing with the clerk of the board. If the hearing is not granted within five (5) days, the school system shall thereby agree to the solution sought by the association, and shall notify the aggrieved person in writing within five (5) days that the correction will be made.

If the hearing is held within five (5) days, a solution to the grievance may be reached between the superintendent or his designee and the spokesman for the association. If such a solution is reached, it shall be reduced to writing and be signed by both representatives and shall be binding. Both parties will abide by the decision of the school board if no agreement is reached. A copy of the minutes concerning the grievance shall be sent to the aggrieved person.

ARTICLE VIII : SALARY AND SUPPLEMENTAL PAY

A. Base Salary

- a. The base Salary will be \$42,000 in 2023-2024 with increments of \$300 for the first five levels, \$400 for the levels 6-10, \$500 for the levels 11-20, \$600 for the levels 21-30 and \$500 per Column. (See Appendix B)

B. Supplemental Pay

- a. Employees will receive supplemental pay for the supplemental assignments that are in addition to the employee's primary contract. These supplemental activities shall be

voluntary and no employee shall be required to accept any such assignment. Refusal to accept a supplemental assignment shall not be a valid basis for a negative evaluation. These assignments will be contracted. The board of education reserves the right to make supplemental assignments in the best interest of the district.

- b. For the 2023-24 school year it was agreed to move to a “Percent of Base pay” scale, with an Experience factor as follows: (See Appendix C)
 - i. High School Head Coaching \$60.00 per year
 - ii. High School Assistant Coaching \$40.00 Per year
 - iii. Junior High School Coaching \$40.00 per year
- c. Coaches who are currently earning higher incomes under the old system will be eligible for grandfathering provisions under the old system.

C. Continuing Contract Law

- a. Upon written authorization from any member to whom the continuing contract law applies, an employer shall pay the balance of such member contractual compensation for the school year in one payment upon completion of all contractual obligations of the member. The authorization shall remain in effect until revoked in writing by the member filing the authorization. So long as the authorization of such members remains in effect, the balance of the member’s contractual compensation shall be paid each school year. Such payment shall be made no later than June 30 of the school year.

D. Salary Scale

- a. The Board and the Association team feel it important for all teachers to make an effort to move across the scale. (See Appendix B)
 - i. Teachers at the BS, step 11 : BS + 15, step 17 ; BS + 30, step 20; BS + 45, step 25 and MS + 15, step 30 are encouraged to work toward enough hours to advance to the next column in order to maintain the same type of increases associated with other salary placements.
 - ii. Licensed Staff who are “Frozen” on the Salary Schedule will receive a \$300 salary increase in lieu of Step and Column Movement

E. I.E.P Compensation

- a. The Board will compensate, at a rate of \$18.00 per hour for I.E.P. meetings “during their planning/conference time or after contract hours.” There is no maximum of I.E.P. meetings.
- b. Also mentioned in Article XVI Section B.

ARTICLE IX: FRINGE BENEFIT

The School District will pay 100% of a single health insurance and dental plan for Licensed staff. Vision coverage is the employee’s responsibility.

A. Section 125 Plan

- a. The Board shall establish a fringe benefit program to comply with Section 125 (Salary Reduction Plan) of the Internal Revenue Code.
 - i. The Board shall allocate for less than full time teachers an amount of money proportionate to the portions of time for which they are employed.
 - ii. Individuals employed on a supplemental contract only shall not be eligible to receive the fringe benefit allocation.
 - iii. Certified Staff will receive at least 95% of individual health plans per year in additional salary. Certified staff eligible for MEDICARE will receive reimbursement for Medicare health premium, supplemental health insurance, and single dental (if selected), the total NOT to exceed \$500/month. This will be in lieu of the District health plan.

B. Section 125 Options

- a. Each teacher shall allocate the sum contributed to his/her credit among the following options : (Jan. 1...anniversary date).
 - i. Health Insurance
 - ii. Term Life Insurance
 - iii. Salary Protection Insurance
 - iv. Cancer Insurance
 - v. Dependent Care
 - vi. Medical Reimbursement

C. Changes In Premiums

- a. The Clerk of the Board will share, within five (5) business days, with the president of the local association any correspondence from the current health insurance company regarding changes in the health insurance premiums.
- b. Insurance information received from petitioning companies will be reviewed by a committee made up of the superintendent, a teacher from all four buildings and classified staff members, one from Lebo, one from Waverly.
- c. Changes in health insurance carriers or plans may only be made when voted upon and passed with a majority vote of the members of the insurance group.

ARTICLE X: EXTRA DUTY FOR TICKET SALES, BOOKKEEPERS AND CLOCK OPERATORS

- A. Bookkeepers, Score/Clock Operators and Ticket sales (gatekeeper) will be considered Extra duty pay.
 - a. Extra duty will either be assigned by the building principal or volunteered. Volunteers will be solicited by the building principal and/or the Athletic Director.
 - b. Rate of pay will be considered per game for Basketball and per Match for Volleyball.
 - c. The same rate of pay will be assigned for HS and JH.

EXTRA DUTY PAY RATE

	GateKeeper	BookKeeper	Score/Clock	Announcer
FootBall	\$12/Game	\$12/Game	\$12/Game	\$12/Game
VolleyBall	\$12/Match	\$12/Match	\$12/Match	
BasketBall	\$12/Game	\$12/Game	\$12/Game	
Base/SoftBall	\$12/Game	\$12/Game	\$12/Game	\$12/Game

If administration asks for any duty or task to be done outside the contracted day (other than the above listed extra duties) the certified staff member will be compensated at the rate of \$18.00 per hour on an individual basis. **No extra duty pay will be given unless the duty has been approved by the building principal.**

ARTICLE XI: MILEAGE

- A. The mileage rate will be the same as those set by the [State of Kansas Allowance](#). The mileage rate will be 10 cents more per mile for use of a van, (when a single car can't be utilized). USD #243 Will not pay mileage when school vehicles are available for use. To receive mileage compensation, the school administration must sign off that it was necessary.

ARTICLE XII: TUITION REIMBURSEMENT

- A. If the District requests a teacher take college hours, the District will pay 100% of the tuition fees. No mileage would be paid.

ARTICLE XIII: EXPERIENCE CREDIT

- A. All new certified personnel hired by USD 243 will receive credit for all years of experience (non-retroactive) for placement on the salary schedule.

ARTICLE XIV: APPROVED HOURS

- A. To qualify for a higher salary column a Teacher shall present notice of intent to the Board Clerk by June 1.
 - a. Official transcripts of college/university credit hours and / or in-service (i.e. professional development) points shall be delivered to the Clerk of the Board before October 1st of the contract year.
- B. In conjunction with the approved salary schedule, approved hours for salary schedule placement purpose shall include:
 - a. Graduate hours in the subject field for which the teacher is employed or certified;
 - b. Graduate hours which are part of a schedule of courses acceptable for advanced degree;
 - c. Undergraduate hours leading to certification in an additional field (with prior approval of the superintendent) ; or
 - d. Undergraduate hours which enhance the teacher's skills (with prior approval of the superintendent).
 - e. PD Points : Starting June 1, 1992, teachers may advance on the salary schedule using approved professional development points, with the following regulations :
 - i. 20 PD points = 1 hour of college credit

- ii. Hours must be earned outside the teacher' contract day
- iii. The points will count only within a degree level
- iv. Advancement will be allowed for a maximum use of 50% PDC, supplemented by college credit
- v. Points to be used for movement on salary schedule must be earned after June 1, 1992

ARTICLE XV : ASSIGNMENT

- A. The administration will inform the teachers of their expected teaching assignment on or before July 1, unless a situation should arise requiring a change in the assignment.
- B. The administration will inform and discuss the change as soon as possible with the teacher.
- C. Each teacher will receive a minimum of 50 minutes planning time per day.
- D. If a teacher agrees to give up their planning time, he/she shall receive 1/8 of his/her yearly salary based on the number of student contact days within the contract year, or an amount mutually agreed upon by the teacher and the administration.

ARTICLE XVI : SUBSTITUTION DURING A PLANNING PERIOD

- A. A regularly contracted teacher will be compensated for substituting if all the following conditions are met :
 - 1. If a teacher is asked to cover a class during his/her planning period.
 - 2. The teacher for which the substitute works is absent for one period or more.
 - 3. The assignments for such substitution are made by the building principal.
- B. Compensation will be determined by the following schedule :
 - 1. Junior and Senior High \$18.00 per class period
 - 2. Elementary (for P.E., \$ 9.00 per class period
Vocal Music, Library)
 - 3. Teachers whose regularly scheduled class is not in session will help cover classes without extra compensation. Assignments will be made by the administration.

4. Teachers will be compensated at the rate of \$18.00 per hour when required to attend IEP meetings during their planning/conference time, or after contract hours.
5. The Board of Education agrees that planning time missed for guidance and library changes will be made up at different times; (excluding 10 days total at the beginning or end of the school year, as needed, for librarians and counselors).

ARTICLE XVII : DUES DEDUCTIONS

- A. Teachers who are members of the United Teaching Profession may have their dues withheld from their monthly checks by the USD 243 Board of Education.
- B. A schedule for monthly deductions shall be prepared by the USD 243 Teachers Association treasurer and shall be submitted to the Clerk of USD 243 Board of Education by October 1st of each school year.

ARTICLE XVIII : DISCRETIONARY DAYS

The sick Leave Bank will be limited to 310 days maximum with a minimum number of days being 210. If the number of days fall below 210, employees will be asked to contribute additional days.

A. Discretionary Paid Leave

Each certified full time employee of USD 243 shall be credited with 12 days of discretionary paid leave per year, (unless additional days are given for years of service as per negotiated agreement) and may be used for discretionary leave, with administrative approval. The unused portion (maximum of 10 days) of which shall accumulate to a maximum of eighty (80) days. Building principal/or district level staff designee will secure a substitute for sick leave days only. Teachers who are requesting a day in advance will secure their own substitute.

B. Accumulated Discretionary Leave

A tally of the number of discretionary leave days accumulated by each certified employee will be sent to each building in August of each new school year. A running tally of leave will be kept in the Unified Office in Waverly. Each building secretary will send the listing of all days used at the end of each month to the Unified Office. Overage beyond the accumulated temporary leave days will be deducted at the rate of 1/180 of the teacher's base pay.

C. Sick Leave Bank

a. Purpose

- i. The sick leave bank is to provide temporary protection (beyond accumulated individual leave) from loss of salary due to catastrophic illness, accident or major surgery.

b. Membership

- i. Membership in the USD 243 sick leave bank is available to all employees of the district.
- ii. Annual membership in the sick leave bank is accomplished by contributing one (1) day of non-refundable sick/emergency leave to the bank each September.
- iii. Membership will run from September to September.
- iv. All employees not choosing to contribute to the sick leave **shall not** be eligible for participation.

c. Operations

- i. Minimum accumulation in the district shall be 210 days. Maximum Accumulation 310 days.
- ii. All excess days in the bank will be dropped at the end of the contract year.
- iii. Any employee may contribute extra days until the maximum accumulation is attained.
- iv. New staff shall be allowed to contribute to the bank for membership, even if maximum accumulation has been attained.
- v. Any new employee hired after the beginning of the school year may join within ten (10) working days of their initial employment.
- vi. If a school year begins with at least 210 days in the bank, those members who have contributed 4 days to the bank will not contribute that year.
- vii. Those members who have not contributed 4 days to the bank will be required to donate 1 day that year.
- viii. If the school year begins with the number of days in the bank below the minimum, additional days to the bank will be donated first by those employees who have not donated 4 days.
- ix. If additional days are needed to reach the 210 minimum the remaining participants will donate 1 day per year until the accumulation minimum has been met.

d. Eligibility

- i. The member must have used all of his/her leave days.
- ii. The member, due to accident, illness or major surgery, must be completely and continuously disabled or prevented from performing his/her regular duties in excess of five (5) school days prior to receiving sick leave bank days.
- iii. The member shall submit a written statement from the member's physician that certifies he/she is incapable of performing his/her duties as a result of an accident, catastrophic illness or major surgery. The physician shall certify in writing the number of days absence the given illness or disability requires.
- iv. Once eligibility has been established, any additional treatments or appointments related to the accident, illness or major surgery may also qualify for sick bank reimbursement.
- v. District employees may donate sick leave days to a specific individual after that individual has used the specified 40 days from the sick bank.

e. Limitations

- i. Child care, normal pregnancy related absences including cesarean section, and short term illnesses such as common colds, influenza, etc. **will not** be considered for awarding of sick leave bank days.
- ii. This sick leave pool is for bank days.
- iii. This sick leave pool is for employee members only...not for caring for family members, etc.

f. Requests

- i. A written request for sick leave bank days shall be forwarded to the Superintendent within five (5) school days following the depletion of the member's leave accumulation.
- ii. Requests may be filed on behalf of the incapacitated member by any member of the sick leave bank committee.

- iii. The Superintendent shall notify the sick leave bank committee of the request and set a meeting for determination within five (5) school days after he/she has received the request.

D. Sick Leave Bank Committee

a. Membership

- i. The Sick Leave Bank shall be administered by a sick leave committee consisting of 2 Lebo employees, 2 Waverly employees, 1 administrator and 1 board member (the employees on the committee must be sick leave pool members).

Lebo Members	Waverly Members	Admin/Board Members

- ii. Should a committee member be requesting days from the bank, the superintendent will appoint a temporary replacement to hear said request.

b. Term of Office

- i. 1994-95 Lebo rep #1 (1 year) Lebo rep #2 (2 years) Wav. rep #1 (1 year) Wav. Rep #2 (2 years) Board member (1 year) Succeeding terms of office shall be for two years.

c. Hearing

- i. The requesting member may appear before the committee and/or provide medical records to support the request for days from the bank or the committee will act on the information provided by the Superintendent.

d. Determination

- i. The sick leave Bank Committee will determine the eligibility for use of the Bank and the amount of leave to be granted.
- ii. The following general criteria shall be considered by the committee amount of leave :
 - 1. Medical evidence of serious illness or related information

2. Prior utilization of sick leave

e. Action To Be Taken

- i. Voting will be secret. A majority vote is required to approve a request for sick leave bank days.
- ii. Possible Actions Taken :
 1. Request is denied ; or
 2. An initial grant of sick leave to an eligible employee shall be from one (1) to twenty (20) working day period, additional entitlement may be extended by the committee, up to a maximum of **40** working days, upon demonstration of need by the applicant.
- iii. All decisions of the committee are to be in writing and given to the Superintendent within 2 days of that decision.
 1. Decisions of the committee are final and may not be appealed, or be subject to grievance or arbitration.

f. Records

- i. The records shall be forwarded and maintained in the Superintendent's office.
- ii. Committee assignments of teaching staff will be made by the USD#243 Teaching Associating, Administration and Board will be assigned by the Superintendent.
- iii. Teachers will be informed of all of the information about the "sick bank" at the beginning of each year. Newly hired teachers will be given information during their new teacher orientation process.

E. Discretionary Days Buy Back

a. Surplus Days

- i. Discretionary days may be bought back by the district once an employee has accumulated 80 plus days. On June 1st if an employee has more than 80 days accumulated the district will purchase the number of days over 80 from the employee at the rate of \$60.00 per day.

b. When Leaving or Retiring from the Position.

- i. When a teacher has been with the District for a minimum of fifteen (15) years, has accumulated at least eighty (80) days of temporary paid leave and leaves the District for another position or retires, he/she will be paid a dollar amount equal to 1/3 of the eighty (80) days accumulated (rounded to 27 days), figured by the following formula :

$$[27 \text{ days} \times (1/180 \times \text{that individual's base rate})] = \$$$

This figure will be paid at the end of the last school year the individual is under contract with USD 243.

ARTICLE XIX : KNEA CONVENTION

- A. School will **not** be dismissed for the KNEA convention.
- B. Faculty members will be permitted to attend and have the days deducted from professional leave upon presentation of proof of attendance.
- C. Teachers should request professional leave, in writing, to the Superintendent's office prior to attending the convention.

ARTICLE XX: BREACH OF CONTRACT

A. TEACHER CONTRACT STATUTE

- a. A teacher shall give written notice to a board that the teacher does not desire continuation of a contract on or before the 14th calendar day following the third Friday in May or, if applicable, not later than 15 days after the issuance of a unilateral contract as authorized by [K.S.A. 72-5428a](#), and amendments thereto, whichever is the later date = X.

B. TEACHER BUYOUT OF CONTRACT

- a. A teacher under contract to USD 243 will be able to buy out of his/her contract, if approved by the Board of Education, after May 15 under the following:
 - i. The teacher must submit a letter of resignation.
 - ii. Accompanying the resignation letter will be a check for the correct amount according to the following schedule or an authorization to deduct the applicable amount from the teacher's last paycheck (or paycheck of his/her choice).

DATE	BUYOUT PENALTY
From statue date - June 21	\$1200.00
June 22-29	\$1400.00
June 30-July 6	\$1900.00
July 7-14	\$2,200.00
July 15- End of the Coming school year	\$2,500.00

- iii. NO letter of resignation will be considered by the Board of Education unless it is accompanied by the applicable check or authorization for deduction.
- iv. Items 2 and 3 above will not apply to a teacher who is not physically or emotionally able to fulfill his/her contract for the coming or current school year.
 - 1. The Board reserves the right to call in a physician of their choice to help determine the condition of the teacher.

Article XXI: CALENDAR

A. Calendar Committee Makeup

- a. The calendar for the next school year will be prepared starting in November of the current year. Work will be completed by a committee made up of 2 Lebo teachers and 2 Waverly teachers, one board member and the superintendent.

B. Calendar Committee Members

Lebo Members	Waverly Members	Admin/Board Members
	Tammy White	Duane Ford

C. Calendar Committee Duties

- a. The calendar committee will detail the beginning and end of the summer vacation; the number of student contract days, teacher work days, inservice days, grade preparation time; spring break days; holidays; and any other calendar and professional time issues. Teachers are contracted for 180 days.
- b. During the 2009-2010 school year the state of Kansas severely cut school funding from \$4600 per pupil. Due to the reduction of the funds, a 169 day student contract calendar was negotiated for the 2010-2011 school year, within 15 minutes added to the contract days. If/when the state of Kansas again funds Kansas schools at the previous level or higher, the Board of Education of USD 243 and the teachers association will re-evaluate the effects of the shortened calendar, keeping in mind that calendar is part of the negotiated agreement each year.
- c. In the 2021-22 school year negotiations it was agreed that the Teachers Association would allow the use of 2 Student contact days as Professional Development days. This was to allow for the additional MTSS training through TASN.
 - i. Furthermore, it was agreed that once the training was concluded (School year 2025-26) that those two days would return to student contact days.
- d. During the 2022-23 school year negotiations it was agreed that for the 2023-24 school year we would add one Student Contact day Moving our days from 168 to 169 but the contract day would stay at 180 days.

D. Calendar For 2023-24

- a. See attached calendar from 2023-2024 as approved by the Board March. 13, 2023 (Appendix D).

ARTICLE XXII: PERSONNEL FILES

- A. A personnel file for each employee shall be maintained in the USD office.
 - 1. Employees shall have the right, upon request, to review the contents of their personnel file and to receive a copy of any documents contained therein.
 - 2. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon.
 - a. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

- b. Such review shall take place during normal business hours, and the employee may use his/her planning period for this purpose.
- 3. Hearsay of false material shall be removed from an employee's file.
- 4. The District shall keep a log indicating the persons who have requested to examine a personnel file as well as the dates such requests were made.
 - a. Such logs shall be available for examination by the employee or his/her authorized Association representative.

ARTICLE XXIII: MANAGEMENT RIGHTS CLAUSE

- A. The board hereby retains and reserves unto itself, except as limited by the specified and express terms of the Agreement, all powers, right, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Kansas and of the United States, foregoing, the right:
 - a. To the executive management and administrative control of the school system and its properties and facilities;
 - b. To hire all employees, and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion, and promote, and transfer all such employees.
 - c. To alter the length of the school day and days of the attendance in a budget emergency if the Board determines such an emergency exists and that such changes will help in dealing with the problem.
- 1. To establish grades and course of instruction including special programs, and to provide for athletic, recreation and social events for the students, all as deemed necessary or advisable by the board.

ARTICLE XXIV : JURY DUTY

- A. USD 243 Employees being called for jury duty will be paid at their regular rate of pay, minus payments received for serving on jury, with mileage and other expense money to be retained by the employee.
- B. Days taken for jury duty shall not be deducted from any employee's accumulated leave and/or personal/professional leave.
- C. Notice of jury duty shall be given to the employee's building principal immediately upon receipt of the jury duty notification.



GREENBUSH
THE EDUCATION SERVICE CENTER

Appendix A

Teacher Evaluation

Teacher Name: _____

Evaluation Period: _____

Building and Assignment: _____

Name of Evaluator: _____

Teachers serving in their **1st** or **2nd** year must have the evaluation completed no later than the **60th** work day of the fall semester. Additionally, they must have the evaluation completed a second time no later than the **60th** work day of the Spring Semester.

Teachers serving in their **3rd** or **4th** year must have the evaluation completed by **February 15** of each year.

Teachers serving in years **5** and above must complete the evaluation cycle at least once every three years by **February 15** of the year in which they are evaluated.

The teacher should complete the self-evaluation and submit it to his/her supervisor no later than

_____.

In years between regularly scheduled evaluations, or at any time deemed necessary by the evaluator, the teacher will develop annual, measurable goals to be reviewed by the teacher and his/her evaluator.

General Practice: During the completion of classroom observations, the evaluator generally will directly observe Domains 2 and 3 and mark the performance categories on the rubrics accordingly. Domains 1 and 4 are generally longitudinally observed and may not always be marked during each observation.

Ratings: Please refer to the evaluation rubrics to determine level of performance to complete the self-evaluation and the supervisor's evaluation of the teacher. As necessary, attach evidence or artifacts to support your level of assessment, especially for levels 1 and 4.

0 = Not Applicable | 1 = Ineffective | 2 = Developing | 3 = Effective | 4 = Highly Effective

Staff on Evaluation Cycle in Years 1-2

Domain 1: Planning and Preparation	Self Assessment	Supervisor Evaluation Fall	Supervisor Evaluation Spring
1. Demonstrates Knowledge of Content and Pedagogy			
Content and the structure of discipline			
Content related pedagogy			
2. Demonstrates Knowledge of Students			
Learners and the learning process			
Students' skills, knowledge and language proficiency			
Students' interests and cultural heritage			
Students special needs			
3. Demonstrates Knowledge of Instructional Design & Assessment			
Setting instructional outcomes			
Clarity of outcomes			
Learning activities			
Instructional groups			
Design of formative assessments			
Feedback to students			

0 = Not Applicable | 1 = Ineffective | 2 = Developing | 3 = Effective | 4 = Highly Effective

Domain 2: The Classroom Environment	Self Assessment	Supervisor Evaluation Fall	Supervisor Evaluation Spring
1. Establishes the Setting and Culture for Learning			
Creating an environment of respect and rapport			
Expectations for learning and achievement			
Safety and accessibility			
Arrangement of furniture and use of physical resources			
2. Manages Classroom Procedures and Student Behavior			
Management of instructional groups			
Management of transitions			
Management of materials and supplies			
Expectations			
Monitoring of and response to student behaviors			

0 = Not Applicable | 1 = Ineffective | 2 = Developing | 3 = Effective | 4 = Highly Effective

Domain 3: Instruction	Self Assessment	Supervisor Evaluation Fall	Supervisor Evaluation Spring
1. Communicates with Students and Responds to Their Needs			
Expectations for learning			
Directions and procedures			
Explanations of content			
Use of oral and written language			
Lesson adjustment			
Response to students			
2. Engages Students in Learning			
Quality of questions			
Discussion techniques			
Student participation			
Activities and assignments			
Grouping of students			
Instructional materials and resources			
Structure and pacing			

0 = Not Applicable | 1 = Ineffective | 2 = Developing | 3 = Effective | 4 = Highly Effective

Domain 4: Professional Responsibilities	Self Assessment	Supervisor Evaluation Fall	Supervisor Evaluation Spring
1. Communicates with Families About Learning			
Student completion of assignments and learning progress			
Information about students and the instructional program			
Engagement of families in the instructional program			
2. Grows and Develops Professionally			
Relationships with colleagues			
Involvement in a culture of professional inquiry			
Reflective practitioner and receptivity to feedback from colleagues			
Enhancement of knowledge and pedagogical skill			
3. Shows Professionalism			
Integrity and ethical conduct			
Decision making			
Compliance with school and district regulations			

Domain 5: Multiple Measures of Student Performance

*2 measures are required - 3 are recommended

Measure 1:	M=Met NM = Not Met
Measure 2:	M=Met NM = Not Met
Measure 3:	M=Met NM = Not Met

Summative Evaluation Ratings

Using the 4 Domains Framework, the summative evaluation rating is:	Given the Multiple Measures, the comprehensive summative evaluation rating is:
<input type="checkbox"/> Ineffective <input type="checkbox"/> Developing <input type="checkbox"/> Effective <input type="checkbox"/> Highly Effective	<input type="checkbox"/> Ineffective <input type="checkbox"/> Developing <input type="checkbox"/> Effective <input type="checkbox"/> Highly Effective

Employee/Teacher

Date

Evaluator/Supervisor(s)

Date

Note: Employee's signature demonstrates receipt of the completed form and does not necessarily indicate agreement with its content. Should the employee wish to submit a written rebuttal to any item in this document, it must be submitted to the direct supervisor within 14 calendar days of the date of the signature on this document.

Staff on Evaluation Cycle in Years 3+

Domain 1: Planning and Preparation	Self Assessment	Supervisor Evaluation
1. Demonstrates Knowledge of Content and Pedagogy		
Content and the structure of discipline		
Content related pedagogy		
2. Demonstrates Knowledge of Students		
Learners and the learning process		
Students' skills, knowledge and language proficiency		
Students' interests and cultural heritage		
Students special needs		
3. Demonstrates Knowledge of Instructional Design & Assessment		
Setting instructional outcomes		
Clarity of outcomes		
Learning activities		
Instructional groups		
Design of formative assessments		
Feedback to students		

0 = Not Applicable | 1 = Ineffective | 2 = Developing | 3 = Effective | 4 = Highly Effective

Domain 2: The Classroom Environment	Self Assessment	Supervisor Evaluation
1. Establishes the Setting and Culture for Learning		
Creating an environment of respect and rapport		
Expectations for learning and achievement		
Safety and accessibility		
Arrangement of furniture and use of physical resources		
2. Manages Classroom Procedures and Student Behavior		
Management of instructional groups		
Management of transitions		
Management of materials and supplies		
Expectations		
Monitoring of and response to student behaviors		

0 = Not Applicable | 1 = Ineffective | 2 = Developing | 3 = Effective | 4 = Highly Effective

Domain 3: Instruction	Self Assessment	Supervisor Evaluation
1. Communicates with Students and Responds to Their Needs		
Expectations for learning		
Directions and procedures		
Explanations of content		
Use of oral and written language		
Lesson adjustment		
Response to students		
2. Engages Students in Learning		
Quality of questions		
Discussion techniques		
Student participation		
Activities and assignments		
Grouping of students		
Instructional materials and resources		
Structure and pacing		

0 = Not Applicable | 1 = Ineffective | 2 = Developing | 3 = Effective | 4 = Highly Effective

Domain 4: Professional Responsibilities	Self Assessment	Supervisor Evaluation
1. Communicates with Families About Learning		
Student completion of assignments and learning progress		
Information about students and the instructional program		
Engagement of families in the instructional program		
2. Grows and Develops Professionally		
Relationships with colleagues		
Involvement in a culture of professional inquiry		
Reflective practitioner and receptivity to feedback from colleagues		
Enhancement of knowledge and pedagogical skill		
3. Shows Professionalism		
Integrity and ethical conduct		
Decision making		
Compliance with school and district regulations		

Domain 5: Multiple Measures of Student Performance

*2 measures are required - 3 are recommended

Measure 1:	M=Met NM = Not Met
Measure 2:	M=Met NM = Not Met
Measure 3:	M=Met NM = Not Met

Summative Evaluation Ratings

Using the 4 Domains Framework, the summative evaluation rating is:	Given the Multiple Measures, the comprehensive summative evaluation rating is:
<input type="checkbox"/> Ineffective <input type="checkbox"/> Developing <input type="checkbox"/> Effective <input type="checkbox"/> Highly Effective	<input type="checkbox"/> Ineffective <input type="checkbox"/> Developing <input type="checkbox"/> Effective <input type="checkbox"/> Highly Effective

Employee/Teacher

Date

Evaluator/Supervisor(s)

Date

Note: Employee's signature demonstrates receipt of the completed form and does not necessarily indicate agreement with its content. Should the employee wish to submit a written rebuttal to any item in this document, it must be submitted to the direct supervisor within 14 calendar days of the date of the signature on this document.

Domain 1 Rubric: Planning and Preparation

1. Demonstrates Knowledge of Content and Pedagogy

Element	Ineffective	Developing	Effective	Highly Effective
Content and the structure of the discipline	In planning and practice, teacher makes content errors or does not correct errors made by students.	Teacher is familiar with the important concepts in the discipline but may display a lack of awareness of how these concepts relate to one another.	Teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another.	Teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines.
Content related pedagogy	Teacher displays little or no understanding of the range of pedagogical approaches suitable to student learning of the content.	Teacher's plans and practice reflect a limited range of pedagogical approaches or some approaches that are not suitable to the discipline or the students.	Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.	Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.

2. Demonstrates Knowledge of Students

Element	Ineffective	Developing	Effective	Highly Effective
Learners and the learning process	Teacher sees no value in understanding how students learn and does not seek such information.	Teacher recognizes the value of knowing how students learn, but this knowledge is limited or outdated.	Teacher's knowledge of how students learn is accurate and current. Teacher applies this knowledge to the class as a whole and to groups of students.	Teacher displays extensive and subtle understanding of how students learn and applies this knowledge to individual students.
Students' skills, knowledge, and language proficiency	Teacher displays little or no knowledge of students' skills, knowledge, and language proficiency and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills, knowledge, and language proficiency but displays this knowledge only for the class as a whole.	Teacher recognizes the value of understanding students' skills, knowledge, and language proficiency and displays this knowledge for groups of students.	Teacher displays understanding of individual students' skills, knowledge, and language proficiency and has a strategy for maintaining such information.
Students' interests and cultural heritage	Teacher displays little or no knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests and cultural heritage but displays this knowledge only for the class as a whole.	Teacher recognizes the value of understanding students' interests and cultural heritage and displays this knowledge for groups of students.	Teacher recognizes the value of understanding students' interests and cultural heritage and displays this knowledge for individual students.
Students' special needs	Teacher displays little or no understanding of students' special learning or medical needs or why such knowledge is important.	Teacher displays incomplete or inaccurate awareness of the importance of knowing students' special learning or medical needs.	Teacher is aware of students' special learning and medical needs.	Teacher possesses information about each student's learning and medical needs, collecting such information from a variety of sources.

3. Demonstrates Knowledge of Instructional Design & Assessment

Element	Ineffective	Developing	Effective	Highly Effective
Setting instructional outcomes	Outcomes represent low expectations for students and lack of rigor. They do not reflect important learning in the discipline or a connection to a sequence of learning.	Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and at least some connection to a sequence of learning.	Most outcomes represent high expectations and rigor and important learning in the discipline. They are connected to a sequence of learning.	All outcomes represent high expectations and rigor and important learning in the discipline. They are connected to a sequence of learning both in the discipline and in related disciplines.
Clarity of outcomes	Outcomes are either not clear or are stated as activities, not as student learning. Outcomes do not permit viable methods of assessment.	Outcomes are only moderately clear or consist of a combination of outcomes and activities. Some outcomes do not permit viable methods of assessment.	All the instructional outcomes are clear, written in the form of student learning. Most suggest viable methods of assessment.	All the outcomes are clear, written in the form of student learning, and permit viable methods of assessment.
Learning activities	Learning activities are not suitable to students or to instructional outcomes and are not designed to engage students in active intellectual activity.	Only some of the learning activities are suitable to students or to the instructional outcomes. Some are moderately challenging, but with no differentiation for different students.	All of the learning activities are suitable to students or to the instructional outcomes, and most represent are appropriately challenging, with some differentiation for different groups of students.	Learning activities are highly suitable to diverse learners and support the instructional outcomes. They are all designed to engage students in high-level cognitive activity and are differentiated, as appropriate, for individual learners.
Instructional groups	Instructional groups do not support the instructional outcomes and offer no variety.	Instructional groups partially support the instructional outcomes, with an effort at providing some variety.	Instructional groups are varied as appropriate to the students and the different instructional outcomes.	Instructional groups are varied as appropriate to the students and the different instructional outcomes. There is evidence of student choice in selecting the different patterns of instructional groups.
Design of formative assessments	Teacher has no plan to incorporate formative assessment in the lesson or unit.	Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.	Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used.	Approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information.
Feedback to students	Teacher's feedback to students is of poor quality and not provided in a timely manner.	Teacher's feedback to students is uneven, and its timeliness is inconsistent.	Teacher's feedback to students is timely and of consistently high quality.	Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.

Domain 2 Rubric: The Classroom Environment

1. Establishes the Setting and Culture for Learning

Element	Ineffective	Developing	Effective	Highly Effective
Creating an environment of respect and rapport	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for the teacher. Student interactions are characterized by conflict, sarcasm, or put-downs.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the teacher. Students do not demonstrate disrespect for one another.	Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the age and cultures of the students. Students exhibit respect for the teacher. Student interactions are generally polite and respectful.	Teacher interactions with students reflect genuine respect and caring for individuals as well as groups of students. Students appear to trust the teacher with sensitive information. Students demonstrate genuine caring for one another and monitor one another's treatment of peers, correcting classmates respectfully when needed.
Expectations for learning and achievement	Instructional outcomes, activities and assignments, and classroom interactions convey low expectations for at least some students.	Instructional outcomes, activities and assignments, and classroom interactions convey only modest expectations for student learning and achievement.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for most students.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for all students. Students appear to have internalized these expectations.
Safety and accessibility	The classroom is unsafe, or learning is not accessible to some students.	The classroom is safe, and at least essential learning is accessible to most students.	The classroom is safe, and learning is equally accessible to all students.	The classroom is safe, and students themselves ensure that all learning is equally accessible to all students.
Arrangement of furniture and use of physical resources	The furniture arrangement hinders the learning activities, or the teacher makes poor use of physical resources.	Teacher uses physical resources adequately. The furniture may be adjusted for a lesson, but with limited effectiveness.	Teacher uses physical resources skillfully, and the furniture arrangement is a resource for learning activities.	Both teacher and students use physical resources easily and skillfully, and students adjust the furniture to advance their learning.

2. Manages Classroom Procedures and Student Behavior

Element	Ineffective	Developing	Effective	Highly Effective
Management of instructional groups	Students not working with the teacher are not productively engaged in learning.	Students in only some groups are productively engaged in learning while unsupervised by the teacher.	Small-group work is well organized, and most students are productively engaged in learning while unsupervised by the teacher.	Small-group work is well organized, and students are productively engaged at all times, with students assuming responsibility for productivity.
Management of transitions	Transitions are chaotic, with much time lost between activities or lesson segments.	Only some transitions are efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming responsibility in ensuring their efficient operation.
Management of materials and supplies	Materials and supplies are handled inefficiently, resulting in significant loss of instructional time.	Routines for handling materials and supplies function moderately well, but with some loss of instructional time.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for smooth operation.
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of and response to student behaviors	Student behavior is not monitored, and teacher is unaware of what the students are doing. Teacher does not respond to misbehavior, or the response is inconsistent, is overly repressive, or does not respect the student's dignity.	Teacher is generally aware of student behavior but may miss the activities of some students. Teacher attempts to respond to student misbehavior but with uneven results, or there are no major infractions of the rules.	Teacher is alert to student behavior at all times. Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Monitoring by teacher is subtle and preventative. Students monitor their own and their peers' behavior, correcting one another respectfully. Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.

Domain 3 Rubric: Instruction

1. Communicates with Students and Responds to Their Needs

Element	Ineffective	Developing	Effective	Highly Effective
Expectations for learning	Teacher's purpose in a lesson or unit is unclear to students.	Teacher attempts to explain the instructional purpose, with limited success.	Teacher's purpose for the lesson or unit is clear, including where it is situated within broader learning.	Teacher makes the purpose of the lesson or unit clear, including where it is situated within broader learning, linking that purpose to student interests.
Directions and procedures	Teacher's directions and procedures are confusing to students.	Teacher's directions and procedures are clarified after initial student confusion.	Teacher's directions and procedures are clear to students.	Teacher's directions and procedures are clear to students and anticipate possible student misunderstanding.
Explanations of content	Teacher's explanation of the content is unclear or confusing or uses inappropriate language.	Teacher's explanation of the content is uneven; some is done skillfully, but other portions are difficult to follow.	Teacher's explanation of content is appropriate and connects with students' knowledge and experience.	Teacher's explanation of content is imaginative and connects with students' knowledge and experience. Students contribute to explaining concepts to their peers.
Use of oral and written language	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language contains errors of grammar or syntax. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Teacher's spoken language is audible, and written language is legible. Both are used correctly and conform to standard English. Vocabulary is correct but limited or is not appropriate to the students' ages or backgrounds.	Teacher's spoken and written language is clear and correct and conforms to standard English. Vocabulary is appropriate to the students' ages and interests.	Teacher's spoken and written language is correct and conforms to standard English. It is also expressive, with well-chosen vocabulary that enriches the lesson. Teacher finds opportunities to extend students' vocabularies.
Lesson adjustment	Teacher adheres rigidly to an instructional plan, even when a change is clearly needed.	Teacher attempts to adjust a lesson when needed, with only partially successful results.	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes a major adjustment to a lesson when needed.
Response to students	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to accommodate students' questions or interests, although the pacing of the lesson is disrupted.	Teacher successfully accommodates students' questions or interests.	Teacher seizes a major opportunity to enhance learning, building on student interests or a spontaneous event.

2. Engages Students in Learning

Element	Ineffective	Developing	Effective	Highly Effective
Quality of questions	Teacher's questions are virtually all of poor quality, with low cognitive challenge and single correct responses, and they are asked in rapid succession.	Teacher's questions are a combination of low and high quality, posed in rapid succession. Only some invite a thoughtful response.	Most of the teacher's questions are of high quality. Adequate time is provided for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
Discussion techniques	Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.	Teacher makes some attempt to engage students in genuine discussion rather than recitation, with uneven results.	Teacher creates a genuine discussion among students, stepping aside when appropriate.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
Student participation	A few students dominate the discussion.	Teacher attempts to engage all students in the discussion, but with only limited success.	Teacher successfully engages all students in the discussion.	Students themselves ensure that all voices are heard in the discussion.
Activities and assignments	Activities and assignments are inappropriate for students' age or background. Students are not mentally engaged in them.	Activities and assignments are appropriate to some students and engage them mentally, but others are not engaged.	Most activities and assignments are appropriate to students, and almost all students are cognitively engaged in exploring content.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance their understanding.
Grouping of students	Instructional groups are inappropriate to the students or to the instructional outcomes.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional outcomes of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson. Students take the initiative to influence the formation or adjustment of instructional groups.
Instructional materials and resources	Instructional materials and resources are unsuitable to the instructional purposes or do not engage students mentally.	Instructional materials and resources are only partially suitable to the instructional purposes, or students are only partially mentally engaged with them.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their learning.
Structure and pacing	The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is generally appropriate.	The lesson's structure is highly coherent, allowing for reflection and closure. Pacing of the lesson is appropriate for all students.

Domain 4: Professional Responsibilities

1. Communicates with Families About Learning

Element	Ineffective	Developing	Effective	Highly Effective
Student completion of assignments and learning progress	Teacher's system for maintaining information on student completion of assignments and learning progress is in disarray.	Teacher's system for maintaining information on student completion of assignments and learning progress is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments and learning progress is fully effective.	Teacher's system for maintaining information on student completion of assignments and learning progress is fully effective. Students participate in maintaining the records.
Information about students and the instructional program	Teacher provides minimal information to families about individual students and the instructional program. The communication is inappropriate and/or the teacher does not respond, or responds insensitively, to family concerns.	Teacher adheres to the school's required procedures for communicating with families. Responses to family concerns are minimal or may reflect occasional insensitivity to family concerns.	Teacher communicates with families about students' progress and the instructional program on a regular basis and is available as needed to respond to family concerns.	Teacher provides information to families frequently on student progress and the instructional program, with students contributing. Responses to family concerns are handled with great professionalism and sensitivity.
Engagement of families in the instructional program	Teacher makes no attempt to engage families in the instructional program or such efforts are inappropriate.	Teacher makes modest and partially successful attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent and successful.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that could be enhanced by family participation.

2. Grows and Develops Professionally

Element	Ineffective	Developing	Effective	Highly Effective
Relationships with colleagues	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.	Relationships with colleagues are characterized by mutual support and cooperation.	Relationships with colleagues are characterized by mutual support and cooperation. Teacher takes initiative in assuming leadership among the faculty.
Involvement in a culture of professional inquiry	Teacher avoids participation in a culture of inquiry, resisting opportunities to become involved.	Teacher becomes involved in the school's culture of inquiry when invited to do so.	Teacher actively participates in a culture of professional inquiry.	Teacher takes a leadership role in promoting a culture of professional inquiry.
Reflective practitioner and receptivity to feedback from colleagues	Teacher is not reflective and resists feedback on teaching performance from either supervisors or more experienced colleagues.	Teacher is minimally reflective and accepts, with some reluctance, feedback on teaching performance from both supervisors and professional colleagues.	Teacher is reflective and welcomes feedback from colleagues when made by supervisors or when opportunities arise through professional collaboration.	Teacher is highly reflective and seeks out feedback on teaching from both supervisors and colleagues.
Enhancement of knowledge and pedagogical skill	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.

3. Shows Professionalism

Element	Ineffective	Developing	Effective	Highly Effective
Integrity and ethical conduct	Teacher displays dishonesty in interactions with colleagues, students, and the public.	Teacher is honest in interactions with colleagues, students, and the public.	Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.	Teacher can be counted on to hold the highest standards of honesty, integrity, and confidentiality and takes a leadership role with colleagues.
Decision making	Teacher makes decisions and recommendations based on self-serving interests.	Teacher's decisions and recommendations are based on limited though genuinely professional considerations.	Teacher maintains an open mind and participates in team or departmental decision-making.	Teacher takes a leadership role in team or departmental decision-making and helps ensure that such decisions are based on the highest professional standards.
Compliance with school and district regulations	Teacher does not comply with school and district regulations.	Teacher complies minimally with school and district regulations.	Teacher complies fully with school and district regulations.	Teacher complies and takes a leadership role with colleagues.

Appendix

Observation Notes / Comments

Goal Setting / Continuous Improvement Planning Document

Domain 1 Planning and Preparation: Notes / Comments

Domain 2 The Classroom Environment: Notes / Comments

Domain 3 Instruction: Notes / Comments

Domain 4 Professional Responsibilities: Notes / Comments

Goal Setting and Strategies Plan

The employee and supervisor use this worksheet for the development of continuous improvement goals and related strategies for accomplishing the goals.
Use a separate worksheet for each goal and no more than 3 goals should be developed.

Goal 1 Statement:

<u>Strategies</u>	<u>Indicators Of Success</u>	<u>Expected Completion Date</u>

Evaluator Signature/Date

Employee Signature/Date

Goal Setting and Strategies Plan

The employee and supervisor use this worksheet for the development of continuous improvement goals and related strategies for accomplishing the goals.
Use a separate worksheet for each goal and no more than 3 goals should be developed.

Goal 2 Statement:

<u>Strategies</u>	<u>Indicators Of Success</u>	<u>Expected Completion Date</u>

Evaluator Signature/Date

Employee Signature/Date

Goal Setting and Strategies Plan

The employee and supervisor use this worksheet for the development of continuous improvement goals and related strategies for accomplishing the goals.
Use a separate worksheet for each goal and no more than 3 goals should be developed.

Goal 3 Statement:

<u>Strategies</u>	<u>Indicators Of Success</u>	<u>Expected Completion Date</u>

Evaluator Signature/Date

Employee Signature/Date

Appendix B

2022-23 SCHOOL YEAR							
Level	BS	BS+15	BS+30	BS+45	MS	MS+15	MS+25
1	42000	42500	43000	43500	44000	44500	45000
2	42300	42800	43300	43800	44300	44800	45300
3	42600	43100	43600	44100	44600	45100	45600
4	42900	43400	43900	44400	44900	45400	45900
5	43200	43700	44200	44700	45200	45700	46200
6	43600	44100	44600	45100	45600	46100	46600
7	44000	44500	45000	45500	46000	46500	47000
8	44400	44900	45400	45900	46400	46900	47400
9	44800	45300	45800	46300	46800	47300	47800
10	45200	45700	46200	46700	47200	47700	48200
11	45700	46200	46700	47200	47700	48200	48700
12		46700	47200	47700	48200	48700	49200
13		47200	47700	48200	48700	49200	49700
14		47700	48200	48700	49200	49700	50200
15		48200	48700	49200	49700	50200	50700
16		48700	49200	49700	50200	50700	51200
17		49200	49700	50200	50700	51200	51700
18			50200	50700	51200	51700	52200
19			50700	51200	51700	52200	52700
20			51200	51700	52200	52700	53200
21					52800	53300	53800
22					53400	53900	54400
23					54000	54500	55000
24					54600	55100	55600
25					55200	55700	56200
26						56300	56800
27						56900	57400
28						57500	58000
29						58100	58600
30						58700	59200

Appendix C

USD #243 Lebo/Waverly						
Supplemental Contracts for Athletics						
BASE Salary	High School Head Coach		High School Asst Coach		JH Head Coach	JH Asst Coach
\$42,000	Football	Track	Football	Track	Football	Football
	Volleyball	Base/Softball	Volleyball	Base/Softball	Volleyball	Volleyball
	Basketball	Cross Country	Basketball	Cross Country	Basketball	Basketball
					Track	Track
Years of experience	11%	9.20%	7.20%	5.90%	5.20%	4.30%
1	\$4,620	\$3,864	\$3,024	\$2,478	\$2,184	\$1,806
2	\$4,680	\$3,924	\$3,064	\$2,518	\$2,224	\$1,846
3	\$4,740	\$3,984	\$3,104	\$2,558	\$2,264	\$1,886
4	\$4,800	\$4,044	\$3,144	\$2,598	\$2,304	\$1,926
5	\$4,860	\$4,104	\$3,184	\$2,638	\$2,344	\$1,966
6	\$4,920	\$4,164	\$3,224	\$2,678	\$2,384	\$2,006
7	\$4,980	\$4,224	\$3,264	\$2,718	\$2,424	\$2,046
8	\$5,040	\$4,284	\$3,304	\$2,758	\$2,464	\$2,086
9	\$5,100	\$4,344	\$3,344	\$2,798	\$2,504	\$2,126
10	\$5,160	\$4,404	\$3,384	\$2,838	\$2,544	\$2,166
11	\$5,220	\$4,464	\$3,424	\$2,878	\$2,584	\$2,206
12	\$5,280	\$4,524	\$3,464	\$2,918	\$2,624	\$2,246
13	\$5,340	\$4,584	\$3,504	\$2,958	\$2,664	\$2,286
14	\$5,400	\$4,644	\$3,544	\$2,998	\$2,704	\$2,326
15	\$5,460	\$4,704	\$3,584	\$3,038	\$2,744	\$2,366
16	\$5,520	\$4,764	\$3,624	\$3,078	\$2,784	\$2,406
17	\$5,580	\$4,824	\$3,664	\$3,118	\$2,824	\$2,446
18	\$5,640	\$4,884	\$3,704	\$3,158	\$2,864	\$2,486
19	\$5,700	\$4,944	\$3,744	\$3,198	\$2,904	\$2,526
20	\$5,760	\$5,004	\$3,784	\$3,238	\$2,944	\$2,566

USD #243 Lebo/Waverly

Supplemental Contracts for Activities

BASE Salary	High School		High School		High School		High School		Junior High School		High School	
\$42,000	Athletic Director	Cheer	Scholar's Bowl	FBLA / FCCLA	FFA	Forensics	Vocal	Band	Athletic Director	Cheer	HS Dance Sponsor	JH Quiz Bowl
Years of Experience	9%	5.90%	2.00%	2.75%	2.75%	2.00%	2.31%	3.45%	4.00%	4.30%	0.53%	1.70%
1	\$3,780	\$2,478	\$840	\$1,155	\$1,155	\$840	\$970	\$1,449	\$1,680	\$1,806	\$223	\$714
2	\$3,820	\$2,518	\$900	\$1,215	\$1,215	\$900	\$1,010	\$1,489	\$1,720	\$1,846	\$263	\$754
3	\$3,860	\$2,558	\$960	\$1,275	\$1,275	\$960	\$1,050	\$1,529	\$1,760	\$1,886	\$303	\$794
4	\$3,900	\$2,598	\$1,020	\$1,335	\$1,335	\$1,020	\$1,090	\$1,569	\$1,800	\$1,926	\$343	\$834
5	\$3,940	\$2,638	\$1,080	\$1,395	\$1,395	\$1,080	\$1,130	\$1,609	\$1,840	\$1,966	\$383	\$874
6	\$3,980	\$2,678	\$1,140	\$1,455	\$1,455	\$1,140	\$1,170	\$1,649	\$1,880	\$2,006	\$423	\$914
7	\$4,020	\$2,718	\$1,200	\$1,515	\$1,515	\$1,200	\$1,210	\$1,689	\$1,920	\$2,046	\$463	\$954
8	\$4,060	\$2,758	\$1,260	\$1,575	\$1,575	\$1,260	\$1,250	\$1,729	\$1,960	\$2,086	\$503	\$994
9	\$4,100	\$2,798	\$1,320	\$1,635	\$1,635	\$1,320	\$1,290	\$1,769	\$2,000	\$2,126	\$543	\$1,034
10	\$4,140	\$2,838	\$1,380	\$1,695	\$1,695	\$1,380	\$1,330	\$1,809	\$2,040	\$2,166	\$583	\$1,074
11	\$4,180	\$2,878	\$1,440	\$1,755	\$1,755	\$1,440	\$1,370	\$1,849	\$2,080	\$2,206	\$623	\$1,114
12	\$4,220	\$2,918	\$1,500	\$1,815	\$1,815	\$1,500	\$1,410	\$1,889	\$2,120	\$2,246	\$663	\$1,154
13	\$4,260	\$2,958	\$1,560	\$1,875	\$1,875	\$1,560	\$1,450	\$1,929	\$2,160	\$2,286	\$703	\$1,194
14	\$4,300	\$2,998	\$1,620	\$1,935	\$1,935	\$1,620	\$1,490	\$1,969	\$2,200	\$2,326	\$743	\$1,234
15	\$4,340	\$3,038	\$1,680	\$1,995	\$1,995	\$1,680	\$1,530	\$2,009	\$2,240	\$2,366	\$783	\$1,274
16	\$4,380	\$3,078	\$1,740	\$2,055	\$2,055	\$1,740	\$1,570	\$2,049	\$2,280	\$2,406	\$823	\$1,314
17	\$4,420	\$3,118	\$1,800	\$2,115	\$2,115	\$1,800	\$1,610	\$2,089	\$2,320	\$2,446	\$863	\$1,354
18	\$4,460	\$3,158	\$1,860	\$2,175	\$2,175	\$1,860	\$1,650	\$2,129	\$2,360	\$2,486	\$903	\$1,394
19	\$4,500	\$3,198	\$1,920	\$2,235	\$2,235	\$1,920	\$1,690	\$2,169	\$2,400	\$2,526	\$943	\$1,434
20	\$4,540	\$3,238	\$1,980	\$2,295	\$2,295	\$1,980	\$1,730	\$2,209	\$2,440	\$2,566	\$983	\$1,474

USD #243 Lebo/Waverly

Supplemental Contracts (no experience bonus)

Activity	Percentage	Pay
Plays	1.32%	\$555
HNS	1.19%	\$500
STU CO	1.19%	\$500
Yearbook	2.22%	\$932
Junior Class	1.36%	\$571
Senior Class	1.19%	\$500
Freshman Class	0.66%	\$277
Sophomore Class	0.66%	\$277
BLT	0.83%	\$350
SIT	0.83%	\$350
DLT	0.60%	\$250
PDC	0.60%	\$250
Summer Weights	3.81%	\$1,600
Summer Band	1.7%	\$700

Appendix D

AUGUST '23						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

11-15 Inservice
16 Flex day
17 First Day of School

FEBRUARY '24						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

12 Late Start
14 Valentine's Day
19 Presidents' Day
22 Student Led Conference
23 No School

SEPTEMBER '23						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4 Labor Day – No School
11 Late Start

MARCH '24						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

11-15 Spring Break
29 Good Friday – No School
31 Easter Sunday

OCTOBER '23						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

9 Late Start
19 Student Led Conference
20 No School
31 Halloween

APRIL '24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

8 Inservice

NOVEMBER '23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6 Inservice
11 Veterans Day
22-24 Fall Break
23 Thanksgiving Day

MAY '24						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

9 Late Start
12 Graduation
12 Mother's Day
17 Last day of School
27 Memorial's Day

DECEMBER '23						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

21-29 Winter Break
25 Christmas Day

JUNE '24						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

16 Father's Day
19 Juneteenth
30 End of the fiscal year

JANUARY '24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1 New Year's Day
2 New year's Break
3 Flex day – No School
15 M.L. King Day

JULY '24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4 Independence Day

Duane Ford
Superintendent

411 Pearson Ave
Waverly, KS 66871
785-733-2651
785-733-2707

Karen Piper
Board clerk

Jun 19, 2023

AGREEMENT CONTRACT

Between

USD #243 Board of Education
and
Lebo/Waverly Teachers Association

This Agreement Contract ("Contract") is made and entered into on this [Date], by and between the USD #243 Board of Education ("Board") and the Lebo/Waverly Teachers Association ("Association"). The Board and the Association shall collectively be referred to as the "Parties."

WHEREAS, the Parties desire to establish the terms and conditions of employment for the teachers represented by the Association;

WHEREAS, the Parties have engaged in good faith negotiations to reach an agreement;

NOW, THEREFORE, the Parties agree to the following terms and conditions:

Article I: Recognition

1. The Board recognizes the Association as the exclusive bargaining representative for all certified teachers, excluding administrators and supervisors, employed by the Board.

Article II: Term of Agreement

1. This Agreement shall be effective as of [Date] and shall remain in full force and effect until 6/30/2024.

Article III: Salaries and Benefits

1. The salaries and benefits of teachers shall be in accordance with the provisions set forth in the negotiated agreement, attached hereto and incorporated by reference.

Article IV: Grievance Procedure

1. The Parties shall abide by the grievance procedure outlined in the negotiated agreement, attached hereto and incorporated by reference, to resolve any disputes or grievances that may arise under this Contract.

Article V: Working Conditions

1. The working conditions for teachers shall be in accordance with the provisions set forth in the negotiated agreement, attached hereto and incorporated by reference.

Article VI: Professional Development

1. The Board shall provide opportunities for professional development and continuing education to enhance the skills and knowledge of teachers, as outlined in the negotiated agreement, attached hereto and incorporated by reference.

Article VII: Contract Renewal

1. The Parties shall enter into negotiations for the renewal or modification of this Contract in accordance with the applicable state laws and regulations.

Article VIII: Severability

1. In the event any provision of this Contract is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Article IX: Entire Agreement

1. This Contract and negotiated agreement constitutes the entire agreement between the Parties and supersedes any prior agreements, understandings, or representations, whether oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement Contract as of the date first written above.

USD #243 BOARD OF EDUCATION:

[Board President]

Date: _____

[Board Vice President]

Date: _____

USD #243 District Administration:

[Superintendent]

Date: _____

LEBO/WAVERLY TEACHERS ASSOCIATION:

[President of the Association]

Date: _____

[Vice President of the Association]

Date: _____

USD #243 Clerk of the Board:

[Clerk of the Board]

Date: _____