

# USD461

## Negotiated Agreement



*Ratified July 8, 2024*

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## **Recognition**

The Board of Education of Unified School District No. 461 recognizes the National Education Association- Neodesha for the purpose of negotiations pursuant to K.S.A. 72-5413, *et seq.*, as the exclusive representative for all full and part-time teachers contracted by the board.

## **Agreement**

The ratified agreements set forth herein shall be included by reference in the contracts of all certified personnel employed by USD #461. This agreement shall be made a part of the instructor's individual contract with the same force and effect as though fully set forth therein. The Board and the Association agree that this negotiated agreement shall continue in full force and effect for successive years pursuant to K.S.A. 72-5413 until both parties ratify a new agreement. Negotiated and ratified items for a given year may be eliminated or altered for a subsequent contract year if formally proposed on or before March 31 and mutually agreed to by the two groups.

## **Definitions**

The school district or school system - UNIFIED SCHOOL DISTRICT NO. 461, WILSON COUNTY, KANSAS.

The Board - The Board of Education of Unified School District No. 461, Wilson County, Kansas.

Superintendent - The Superintendent of Schools of Unified School District No. 461, Wilson County, Kansas.

The Association - National Education Association- Neodesha affiliated with the Kansas National Education Association and the National Education Association.

Certified personnel - All personnel certified and employed as teachers (instructors without administrative responsibility).

Teacher- (Instructor) Any person employed by the board of education in a position which requires a certificate (license) issued by the State Board of Education. (July 2022)

Administrator - All certified employees who are employed by the Board of Education in an administrative capacity.

Bargaining Unit - All persons, except administrators, employed by the Board in a position requiring a license issued by the State Board or employed in a professional, educational, or instructional capacity including, but not necessarily limited to, classroom teachers, counselors, librarians, school social workers, and school nurses.

Immediate Family -The immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, grandparents, grandchildren, aunts, uncles, corresponding in-laws or any other person who makes their home permanently in the household of the teacher.

## **The School Day**

**Definition** - The normal in-school workday shall be eight (8) hours, including lunch period. The Board shall have the right to determine the number of minutes, the number of periods, and the length of each period within the normal duty day of 8 hours. The duty day may be extended to include open houses, parent-teacher conferences, student educational progress meetings, and faculty meetings. The duty day may also be extended for other activities as deemed appropriate by the administration, but not to exceed two 2 activities per year. A

teacher that voluntarily exceeds the two days at the request of the administration, will be compensated by PDC points. (July 2015)

Teachers shall report to duty at the beginning of any non-student contract day as determined by the board and administration and shall remain on duty until the close of any given non-student contract day as determined by the board and administration. Teachers may leave immediately after school is dismissed before Thanksgiving, Christmas, and Easter holidays. Dismissal before Christmas and Thanksgiving will be no less than one day prior to the said holiday.

**Plan Time** - Full-time certified classroom instructors at the elementary level shall have a planning time of at least (40) forty minutes per day. Full-time certified classroom instructors at the Middle School/High School shall have a minimum of (210) two hundred ten minutes of planning time per week. (New 20-21)

**Dress Code** - Employees shall dress with appropriate formality for the curriculum being taught and the particular activity of the day. Employee dress shall be modest, neat, clean, and project a positive image of the district and the profession. Concerns by the administrator over the dress of an employee shall be addressed individually with the employee. If the employee is not appropriately dressed, the administrator may require the employee to change. (New 2020-21)

**NEA** - The Board of Education agrees to allow the Neodesha-NEA (teachers' association) reasonable use of the school district equipment, intra-school mail, facilities to hold meetings, and payroll deduction of dues.

**Teacher evaluation instruments** - The board retains the right to set criteria upon which staff is evaluated. The board acknowledges that the methodology of how staff is evaluated is mandatorily negotiable. The evaluation forms and procedures are set forth in the appendices to this agreement.

Kansas Educator Evaluation Protocol will be the method of teacher evaluation. The intent of the evaluation is for professional development purposes and will not be used as a disciplinary tool.

**First aid training** - As a condition of employment, all teachers must have completed a first aid training session conducted by a qualified instructor who shall be provided by the Board of Education. In addition, all staff shall be required to review first aid training every three years. This training shall not be scheduled during pre-service time.

**Student Evaluation** - Grading period - Grades are due to the office by 4:00 p.m. two (2) student contact days after the end of the grading period.

## **Contracts**

**Supplemental assignments** - The Board of Education agrees that coaching and extra duty assignments be stated in the regular teaching contract.

**Extended Contracts** - Extended contracts shall be computed as follows: Current salary divided by the total number of contract days including the floating inservice day times the number of extra days.

**Contract days** - Certified teacher contracts shall be for a maximum of 184 days and utilized by the district as follows:

**173** Student days (includes two parent-teacher conference) unless additional student days are mandated by law. Add ten minutes to the elementary school day so that it is the same as the high school. If additional student days are required by law, like number will be subtracted from the professional development days. (July 2019)

**5** Teacher professional development days (July 2021)

**6** Work-days

The professional development and the opening and closing of school meetings shall fall within the beginning and ending dates of the contract. The board agrees to allow the association input into planning the school calendar. The calendar committee shall consist of the superintendent, association president, three teacher representatives (one from each building), one board member, three

community members and one administrator or athletic director as needed. The calendar committee is directed to place a workday at the end of each quarter whenever possible.

### **Liquidation of Contract**

1. If a certified employee should notify the district of his/her wish to resign AFTER the deadline as determined by K.S.A. 72-5437, the certified employee will be required to pay the following penalty:

- a. Per statute, \$1,500
- b. Before July 1st, \$2,000
- c. Before August 1st, \$3,000
- d. On or after August 1st, \$4,000  
(July 2023)

2. Deadlines for the above schedule will be when written notification of resignation is received by the board or their agent, not upon postmark or oral request.

### **Early Resignation Notification Incentive**

1. Teachers are encouraged to notify the Board of Education as soon as possible of their intention to resign or retire.

2. Teachers who have been employed by the district for five or more years and resign or retire must submit to the board of education a resignation effective the last day of the current school year. Resignations must be received between the first duty day in August and the regularly scheduled January board of education meeting in order to be eligible to receive an incentive payment of \$1,500. Resignations will be reviewed by the board of education at the next scheduled board of education meeting, and upon acceptance by the board, incentives will be dispersed. (July 2019)

## **New Teacher Orientation**

Teachers new to the district shall report for duty two days prior to the reporting date for other teachers. New teachers will receive orientation regarding district and building policies, procedures and programs.

In addition to the orientation sessions, an experienced teacher may be designated as a new teacher mentor to provide a peer contact. Teachers designated as a mentor shall receive additional compensation of \$250 per year for mentoring experienced teachers and \$500 per year for mentoring new teachers or the amount specified by the state. (July 2015)

## **Sick Leave**

**Allowance** - Ten (10) working days of sick leave are granted each school year without loss of compensation for the teacher's own illness or for the illness of any person living in the teacher's household.

**Accumulated** leave may be used for the illness of the teacher or any person living in the teacher's household. Accumulated leave may also be used for illness of children or parents of the teacher.

**Medical statement** - To prevent abuse of sick leave, the board of education reserves the right to require an employee to provide a medical statement before approving an absence for sick leave.

**New employee** - A new employee will not be granted leave until after he has taught one full day at his assigned position.

**Deduction** - When an employee has used all leave days, deductions for days absent shall be on a per diem basis for each day of absence.

**Written report** - A written report will be given to each employee at the end of each pay period regarding leave days used and accumulated.



## **Sick Leave Bank - *See Appendix page***

In the event a substitute is hired to cover the absence of a teacher from supplemental duty, the supplemental contract of the absent teacher shall be prorated and the balance due used to fund payment for the substitute.

Employees may elect to sell back all or a portion of their unused sick leave from the current school year (maximum of ten (10) days) at a rate of 50% of the substitute rate of pay. In order to be eligible to sell days back to the district, an employee must have an accumulation of 30 sick days.

Additionally, upon retirement, a teacher will be paid 25% the substitute rate of pay for each day of unused sick leave, up to a maximum of seventy (70) days, providing that he/she has accumulated at least ten (10) continuous years of service with the district. Retirement plans must be received by the BOE between the first duty day in August and the regularly scheduled January board of education meeting in order to be eligible to receive the sick leave retirement buy back compensation. If a retirement is given after the January board meeting, the retiring staff member may choose to file an appeal to the school board to receive their sick leave compensation. Appeals will be decided on an individual basis. (July 2023)

**Family illness or death** - An employee who is absent because of a death in the immediate family may have a maximum of seven (7) days such absence in any school year. Absence beyond the allotted seven (7) days will be deducted on a per diem. Personal leave may be used for a family death. The superintendent may grant bereavement leave for a family member in a critical condition that may or may not result in death.

**Absence with cause** - Personnel will be excused with full salary for jury duty or when subpoenaed. Any compensation received would be forfeited to USD 461. The superintendent may grant additional leave, as he/she deems appropriate.

**Personal leave** - Employees shall be granted two personal days leave without pay reduction. Employees who do not use both personal days in a school year may carry one over into the next year for a total of three. Employees may exchange

two sick days for one additional personal day. This may occur twice in a school year. (Four sick days for two personal days) Personal leave is at the discretion of the employee, with the following exceptions: **personal leave cannot be taken the day before or the day after breaks, or on the first or last day of school.** The employee is required to notify the administration at least three days in advance except in the case of an emergency. If an emergency exists, and the employee has exhausted other leave provisions, the employer may grant paid leave of a reasonable duration with the employee's salary being deducted to pay for the cost of the substitute hired to cover the classes during the absence. For any additional absences taken with administrator's approval the teacher's salary would be reduced on a per diem basis. Unused personal leave shall be accumulated to sick leave.

**Professional leave** may be granted at the discretion of the superintendent or superintendent's designee.

**Unpaid leave** -The board may grant an unpaid leave of absence for a period not to exceed one (1) school year.

### **Family Medical Leave Act Leave**

Family and medical leave as required by federal law shall be granted for a period of not more than 12 weeks during a 12- month period. For purposes of this policy, a 12-month period shall be defined as a fiscal year beginning on July 1 and ending the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for the birth or adoption of a child within a 12-month period.

Leave is available for the following:

(1) the birth of a son or daughter of the employee and to care for the son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care and to care for the newly placed child; (3) to allow the employee to care for a spouse, son, daughter or parent with a serious health condition; or (4) a serious health condition of the employee that makes the employee unable to perform the functions of his or her job; (5) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to

achieve active duty) in support of a contingency operation; and (6) the need to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. Eligible employees are, for reason (6) only, entitled to a combined total of 26 workweeks of leave during a 12-month period.

(Leave for reason 1 or 2 must be taken within 12 months of birth or placement.)

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, or sick leave that is available for use because of the reason for the leave, the paid leave shall be used first and counted toward the annual family and medical leave. The superintendent will notify the employee of the beginning date of family and medical leave and the amount of the employee's accrued paid leave designated as family and medical leave.

The employee is eligible for family and medical leave if he or she has been employed by the district for at least 12 months and has worked at least 1250 hours during the 12-month period immediately preceding the commencement of the FMLA leave.

During the period of any unpaid family and medical leave, the board shall continue to pay the employer's share of the cost of group health benefits in the same manner as paid immediately prior to the leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on the payroll date or other time as the employee and superintendent may agree prior to the commencement of the leave. The board may terminate group health coverage if the employee's portion of the payment is not received within 30 days of the due date, so long as written notice of the delinquency in payment and the notice of intent to terminate coverage are sent at least 15 days prior to the termination.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as is practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of the following within 5 business days, absent extenuating circumstances:

- a. whether or not the employee is eligible for FMLA leave; the reasons that leave will or will not count as family and medical leave,
- b. any requirements for medical certification,
- c. employer requirement of substituting paid leave,
- d. requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share,
- e. right to be restored to same or equivalent job, and
- f. any employer required fitness-for-duty certifications.

Family leave (reasons 1 or 2) may not be used intermittently or on a part-time basis without the prior approval of the superintendent.

The superintendent may require an instructional employee to continue leave until the end of a semester if the leave begins more than five (5) weeks before the end of a semester, lasts more than three (3) weeks and the return would occur during the last three (3) weeks of the semester.

If the leave is for a reason other than the employee's serious health conditions or for a qualifying exigency as described in section (5) above, the superintendent may require an instructional employee to continue leave until the end of a semester, if the superintendent may require an instructional employee to continue leave until the end of a semester, if:

1. the leave begins in the last five (5) weeks of a semester, will last more than two (2) weeks and the return to work would occur in the last two (2) weeks of a semester, or
2. the leave begins in the last three (3) weeks of a semester, and lasts more than five (5) days.

## **Compensation**

**Salary schedule** - The Board of Education and Neodesha NEA agreed that the teacher salary schedule will be increased as per the attached salary schedule. (Copy attached)

**Column Movement** – Column movement includes Professional Development points (20 hours of professional development equals 1 hour of credit) and college credit. (July 2024)

Class VI eligibility - Of the 15 hours required to move to Class VI, eight must be college credit that has been earned since the previous class .

Teachers at Class VII , last step on the salary schedule will be compensated \$50 per college credit hour for additional hours. This is cumulative and not retroactive.

**Plan Time Compensation** - Teachers who teach during their planning time will be compensated \$1,730 per semester course. (July 2024)

**Signing Bonus** - The Board shall have the **discretion** to pay a one-time signing bonus of no more than \$2,250. This will be paid at a rate of \$750 per year over the course of three years. This applies to any prospective certified employee regardless of subject matter or years of experience. (May 2008)

**Sponsorships** - The Board of Education agreed to set up a new Extra Duty Pay Schedule for coaching, sponsorships, etc. on a percentage basis of the salary schedule. Copy attached.

**Coaching salaries** - A coach without previous experience will start on Class I Step 1. A new coach with previous experience will start on Class I, Step 3.

**Fringe benefit** - The board agrees to a salary reduction plan under the Internal Revenue Code Section 125 Benefit Plan. The Board shall provide single/family health insurance benefit for each eligible full time employee not to exceed an amount agreed to during negotiations by the board of education and the teachers

association for either option. Current fringe: effective 12/1/2019 to \$540 single/\$740 family.

All retired teachers and dependents shall be eligible for group health insurance until they have become Medicare eligible. The rates will be the same as paid by non-retired people, and no extra charges will be assessed.

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

The district group health insurance coverage becomes effective October 1 of the year in which the employee enrolls. For those employees who complete their employment contracts for the school year, the district's health insurance program continues for 12 months of benefits ending September 30 or until a former employee becomes eligible for group health insurance under a new employer's plan.

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

**Traveling teachers** - \$175 for transportation will be paid to those teachers assigned to work in more than one building. If the teacher makes three or more trips per day the amount would increase to \$200.

**Supplemental duty salaries** - All supplemental duty salaries will be computed on a percentage starting with Class I Step 1. Coaches/Sponsors will advance each succeeding year of experience up to Class I Step 4. They will then advance to Class II and advance down for steps 5-8. After reaching step 9 in Class II, they will move to Class III and advance down for Steps 9-10; the next step would be Class IV Step 11-12; the next step would be Class V Step 13-14; the next step Class VI Step 15-16; the last step is Class VII Step 17-30. (1994) (June 2012) (July 2015) (July 2024)

**Preparation time** - In the event an employee is requested or required to perform tasks during preparation time, the employee shall be paid additional compensation. Teachers who are teaching in grades PK-12 will be paid \$20.00 per

period to cover or substitute for another teacher who is involved in a school related activity or ill or any other administratively assigned duty. To insure payment for said duty, teachers are required to turn in a sub form within (3) school days of the end of the activity. (Rate updated 2023)

**Curriculum/School Improvement** - Certified personnel working on accreditation or other curricular activities as assigned by administration will be reimbursed at a rate of \$20.00 per hour for work performed outside the contract day. (Rate updated 2023)

**Staff Development** - In the event that staff development is requested of a portion of the faculty, the administration may request that teachers attend staff development activities that are not part of the normal duty day. When teachers attend these full day activities, the Board will pay the expenses (registration fees, meals, mileage, and lodging) and the teacher will receive compensation equal to the daily substitute rate of pay. When these activities are in the evening or last less than three hours, the rate of compensation shall be one half of the substitute daily rate of pay. If a stipend is paid by another source to the teacher for the staff development activity, the Board will not compensate the teacher in addition to that compensation.

The building principal or superintendent may release a teacher from professional development activities and assign other duties.

**Grant Writing Bonus**- Board of Education will pay staff for successfully procuring and extinguishing grants related to a staff members program or curriculum for the district and approved by the Superintendent and Board of Education. It is the teacher's responsibility to submit a successful grant reimbursement form (to be created jointly by the Board and the Association) to the district office by June 1st of the school year. The one-time payment per individual grant shall be 3% of the total amount awarded with a cap of \$2,000 per grant. If a grant is procured by a "team", the bonus will be divided equally among the "team". (July 2021) (July 2024)

**Contract distribution** - The contract will reflect what has been negotiated. The

central office will furnish a copy of all those items to be distributed to all teachers at the orientation session at the beginning of each school year.

## **Management Rights**

The agreement set forth herein is the entire agreement between the parties, and the Board and the Administration shall have unfettered discretion over all matters except as expressly limited herein and in **K.S.A. 72-5413 et. seq.**

## **Grievance Policy**

The board shall provide a procedure whereby each employee shall have the opportunity to have employee complaints and grievances timely and fairly considered.

### **A. Purpose**

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of USD 461, Wilson County, Kansas at the lowest level.

### **B. Definitions**

1. "Grievance" shall mean any alleged violation of the term and conditions of an employee's contract of employment or the negotiated agreement. (1997)
2. "Grievant" means an employee of the district having a grievance.
3. Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.

### **C. Procedures**

In general, the adjustment of grievances shall be accomplished as



rapidly as possible. To that end, the number of days with which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limit prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom his grievance is being considered.

D. Rules for Conducting a Grievance Procedure Hearing at Level 3

1. The hearing will be conducted in executive session.
2. Efforts will be made by all participants to eliminate repetitious testimony and/or materials to the board; however, each participant will be given reasonable time to present his testimony and/or materials.
3. The grievant will make his opening remarks and present his case.
4. The administration will make its opening remarks and present its findings in the case.
5. Witnesses will be called individually by the grievant and administration to testify before the board. The board may call additional witnesses and may authorize witnesses being called as a group.
6. The grievant and the administration may ask questions of the witnesses during the time they are testifying.
7. Members of the board may ask questions of all participants during the hearing.
8. A summary statement may be made to the board by the grievant at this time.
9. A summary statement may be made to the board by the administration at this time.

10. Any new material injected into any summary statement may be rebutted.

11. The board will take the matter of the grievance under advisement and render its decision in written form to the grievant within 45 days of the hearing.

12. The decision rendered by the board shall be the final disposition of any grievance. This does not preempt the right of an individual to exercise his constitutional rights.

E. Supplemental conditions

1. All individuals involved and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.

2. Upon the final determination of the grievance, the documents, communications and records relating thereto shall be destroyed except a record of the grievance and the final adjustment thereof and excepting records required by law to be kept and maintained.

3. At each step of the procedure for adjusting grievances after the initial private conference(s) with his immediate administrative superior, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.

4. All grievance hearings shall be confidential.

5. All discussions and hearings shall be conducted at times other than when school is in session.

6. Excluded from the grievance procedure shall be matters for which law mandates another method of review.

7. Only the employee affected may file a grievance or an appeal from Levels 1 and 2. The informal conference in Level 1 shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date and place of the event or act and the names and addresses of any witnesses thereto.

F. Level 1

A grievant shall first take up his grievance with his immediate supervisor in private informal conference(s) within 15 school days after the occurrence of the event upon which a grievance is based or after the grievant becomes aware of such event. If the employee is dissatisfied with the outcome of the initial private conference(s), he may request a formal conference with his immediate administrative supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten school days of the last informal conference.

G. Level 2

In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level 1 or that no decision is reached within ten school days after a formal presentation, he may appeal the matter in writing to the superintendent. If the grievant appeals the grievance to the superintendent, the superintendent or designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten school days after the appeal has been received by the superintendent.

If the grievant does not appeal the grievance to the superintendent within 30 school days after the formal conference at Level 1, the grievance shall automatically be waived.

H. Level 3

If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within 20 school days after the date the grievance was filed with the superintendent or designated representative under Level 2, then the grievant

may appeal the grievance to the board for the purpose of final adjustment of the grievance by submitting a written request to the clerk of the board within ten school days after the superintendent or designated representative has rendered a decision or after expiration of said 20 days.

I. The board shall follow the rules below:

The board, upon receipt of a complaint or grievance, may assign a hearing officer to hear such complaint or grievance and make findings and recommendations to the board. Such findings and recommendations shall be made to the board within ten days after the complaint or grievance has been assigned to the hearing officer. The board shall rule upon such complaint or grievance within 30 school days after receipt of the findings and recommendations of the hearing officer.

### **Reduction of Teaching Staff**

If the board decides that the size of the teaching staff must be reduced, the following provisions shall be followed. Reductions in force are implemented to address non-performance issues. 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:

The number of teaching positions to be reduced shall be 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 nonrenewed due to reduction in force.

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

If two or more teachers have similar certifications, qualifications, training, skills, evaluations and interest in a teaching area, those teachers with the most years of service in the district will be retained. If all of the teachers have similar certifications, qualifications, training, skills, evaluations and interests, the teacher(s) who best meets the needs of the district, considering the factors outlined above and any other relevant factors, will be retained.

Any certified employee who has not been reemployed 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 he/she deems qualified and able to serve the best interests of the district. The board shall not be required to consider reinstatement of any teacher after a period of one year from the date of nonrenewal.

### **Teacher Fair Dismissal**

The board and association agreed to the mutual benefit of the fair dismissal procedure for experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.

If a teacher is terminated, he/she shall be afforded the rights to this procedure to appeal that decision.

For the first four years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to the statutory deadline for any reason.

Starting in year five of teaching with the district, teachers shall have earned non probationary status. At its discretion, the board may formally grant non probationary status to any teacher earlier.

Non-probationary teachers may be non-renewed for just cause, including ineffective performance, provided the procedural process is closely observed. Just cause is defined as any reason put forward by the administration or board in good faith and which is not arbitrary, irrational, or irrelevant to the board's task of building up and maintaining an efficient school system, which includes persistent unsatisfactory performance. While timelines are expected to be followed, extenuating circumstances may be considered for minor procedural errors.

If the proposed non-renewal is to be based on ineffective performance, the district evaluation procedure shall be followed.

If the non-renewal is based on other reasons, including disciplinary factors or reduction in force, those separate procedures as outlined in the agreement shall be followed prior to the termination or non-renewal.

If the non-probationary teacher is non-renewed, he/she shall be notified in writing prior to the statutory continuing contract date. The notification shall include the reasons for the non-renewal. The non-renewed teacher will have fourteen calendar days from postmark/hand delivery of the letter to file a written request with the board clerk for a hearing.

Within seven calendar days, the parties shall meet and select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officers shall be an arbitrator selected by alternately striking names from the KSDE list approved by the commissioner of education.

During the hearing, the entire basis for the non-renewal shall be proffered by the district and the teacher may present his/her response. Both parties shall be provided an opportunity to present matters in a rebuttal. If, in the opinion of the hearing officer, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall be closed at the end of the presentations. The decision by the hearing officer shall solely determine whether to sustain or reverse the non-renewal and shall be rendered in writing to both parties within seven calendar days. Such decision is binding on both parties and is final. No appeal of any kind is allowed.

The teacher shall pay for his/her expenses, including any witnesses and/or representation. The cost of the hearing officer shall be borne equally by the Board and the teacher. All other expenses of the hearing shall be paid by the district.

*(Appendix)*

## **NEODESHA USD #461 SICK LEAVE BANK GUIDELINES**

The Neodesha Sick Leave Bank has been established for employees of USD 461 who have themselves or have a spouse or child who has been seriously injured or has developed a very serious or terminal illness, and because of the illness or injury all accumulated sick leave has been used. The Sick Leave Bank will not be used for short-term injury or illness.

Employees who are eligible under the Sick Leave Bank guidelines may apply to the committee for consideration. Applications may be submitted to the Superintendent of Schools or the President of the Neodesha-NEA. Upon receipt of an application, the person who received the application shall notify the other authorized person to receive applications and they shall jointly activate the Sick Leave Bank Committee. The Sick Leave Bank Committee shall consider the need of the applicants to the Sick Leave Bank, and will report its decision to the Board of Education. The committee will consist of (1) the superintendent of schools; (2) the principal of the building where the needy person is employed; (3) the building representative where the need person is employed; (4) the president elect of the teachers' association; and (5) one member of the board of education.

If the Sick Leave Bank Committee does not approve the application, the matter shall end at that point. If the Sick Leave Bank Committee approves the application, the Sick Leave Bank shall be activated.

Upon activation, the Sick Leave Bank will be administered as follows:

- A. All employees who are eligible to contribute to the sick leave bank will be contacted by the Sick Leave Bank Committee and given the opportunity to contribute one day to the sick leave bank for the benefit of the applicant and a preliminary total of available sick leave days in the bank will be established. If the applicant depletes all of the days in the preliminary total, all employees who are eligible to contribute will again be contacted and given the opportunity to again contribute one day to the sick leave bank for the benefit of the applicant. Eligible employees may contribute a maximum of five days per year. This process will continue until the

applicant no longer needs the sick leave bank or until the maximum number of sick leave bank days have been used.

- B. Any unused sick leave bank days donated will be returned to those who donated to the last preliminary total. If there are not enough unused days to return to every employee who donated to the last preliminary total, each employee who so donated will have his or her name put in a hat and the committee will randomly draw names for return of a sick leave day until the number of unused sick leave bank days are reduced to zero. Once this is done, the sick leave bank will be deactivated until such time as a new request is approved by the Board of Education.

The following rules will govern the use of the sick leave bank.

1. The employee must have 30 days accumulated sick leave in order to contribute to the sick leave bank.
2. Days contributed will come from the current year's accumulation.
3. The sick leave bank will contain a maximum of 100 days for use during any one contract year.
4. If the sick leave bank is depleted during a contract year, the Board of Education will review the situation and will make the decision regarding additional days.
5. A doctor's statement concerning the employee's need will be required.
6. The employee will take disability payments (social security and/or KPERS) as soon as he/she is eligible.
7. Files of those contributing to the sick leave bank will be kept confidential and will be made available only to the Sick Leave Bank Committee and the Board of Education.



8. If the sick leave bank is activated, a report of the number of days in this sick leave bank will be given to the Board of Education and the teachers' association.
9. The committee shall take into account the availability of salary protection, insurance, or similar income to the applicant and adjust the benefits accordingly.

## **Discipline Procedure**

The parties recognize the authority of the administration and board to discipline, suspend, discharge, non-renew or take other appropriate corrective action against a teacher.

Discipline procedures may include oral and written warnings, reprimands, suspensions, nonrenewal, and termination. The administrator shall impose discipline for reasons that are not unreasonable, arbitrary, or capricious. (New 2020)

If a teacher is to be subject to discipline or other appropriate corrective action, the following procedures shall apply:

1. The teacher shall be provided notice of the proposed discipline prior to the imposition thereof.
2. The teacher shall have the right to meet with the administrator proposing the disciplinary action.
3. The teacher shall have the right to respond in writing to the proposed discipline.
4. The teacher shall have the right to request a review of the proposed discipline by the superintendent.
5. The teacher shall have the right to request a review of the proposed discipline by the Board of Education. The Board's decision shall be final.
6. The teacher shall have the right to have a representative assist in the discipline process. However, given the confidential nature of the process, the teacher must provide a written release naming the representative and authorizing such participation.
7. Discipline may or may not be placed in the teacher's personnel file by a building administrator and/or superintendent depending on the severity. If it is included, it shall include any written responses provided by the teacher.
8. If the behavior resulting in the disciplinary action reoccurs, the disciplinary action placed in the teacher's personnel file shall be retained permanently. If the behavior does not reoccur for five (5) years, the documentation shall be removed.

### Memorandum of Understanding

This is a memorandum of understanding between the Neodesha Teachers Association and the Board of Education of Neodesha of Neodesha Unified School District No. 461, Wilson County, Kansas, regarding distribution of the funds in the Health Reimbursement Account at the end of the 2021-22 contracts. The matter has been discussed with the district insurance committee, and the parties have agreed to the following use of the funds to benefit the district insurance participants, to help offset any increase to the district insurance premium for the 2021-22 school year, and to designate how the funds will be placed.

At the end of the 2021-22 contract (August 31, 2022);

- All funds in the account will be held in reserve to be applied to the 2022-23 group health insurance premium renewal rate.  
The account balance will be shared with the insurance committee as soon as reasonable after September 1, 2022.
- Once a new premium renewal has been received, all active employees in the insurance group will receive the same dollar amount to be used to offset potential premium increase to try and stabilize the insurance amount each member is paying. All the monies will be used for this purpose and not held in reserve unless the cost of the renewal is less than the money in the HRA.
- If the cost of the insurance renewal amount is less than the money in the HRA for the 2021-22 contract period, the money will be held again for the next year for the same purpose of reducing member premiums.
- This HRA will cease to exist after the money has been spent for the designated purpose.

It is the understanding of the parties that the purpose of the HRA is to offset future premium increases under the Memorandum of Understanding and it shall cease with the final HRA distribution.

Signed: Jeff Fehr- NEA - Neodsha (For the Association)

Juanita Erickson - Superintendent USD#461 (For the Board)

# **Neodesha USD 461**

## **2024-2025 Salary Schedule**

**SCHEDULE 24-25 placements USD 461**

	BASE INCREASE		4.51%	MOVEMENT	1000	Base increas	e 47500	
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	
	B.S.	BS+10	BS+20	MS	MS+15	MS+30	ED. SPEC.	
STEP				BS+45	BS+65	BS+80	MS+45	STEP
1	47500	48500	49500	50500	51500	52500	53500	1
2	47900	48900	49950	50950	52000	53000	54050	2
3	48300	49300	50400	51400	52500	53500	54600	3
4	48700	49700	50850	51850	53000	54000	55150	4
5	49100	50100	51300	52300	53500	54500	55700	5
6	49550	50550	51800	52800	54050	55050	56300	6
7	50000	51000	52300	53300	54600	55600	56900	7
8	50450	51450	52800	53800	55150	56150	57500	8
9	50900	51900	53300	54300	55700	56700	58100	9
10	51350	52350	53800	54800	56250	57250	58700	10
11		52850	54350	55350	56850	57850	59350	11
12		53350	54900	55900	57450	58450	60000	12
13		53850	55450	56450	58050	59050	60650	13
14		54350	56000	57000	58650	59650	61300	14
15		54850	56550	57550	59250	60250	61950	15
16			57250	58250	60000	61000	62750	16
17			57950	58950	60750	61750	63550	17
18			58650	59650	61500	62500	64350	18
19			59350	60350	62250	63250	65150	19
20			60050	61050	63000	64000	65950	20
21				61800	63800	64800	66800	21
22				62550	64600	65600	67650	22
23				63300	65400	66400	68500	23
24				64050	66200	67200	69350	24
25				64800	67000	68000	70200	25
26					67850	68850	71100	26
27					68700	69700	72000	27
28						70600	72950	28
29						71500	73900	29
30							74900	30

\* for coaching/sponsorship

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