USD 420 Master Contract Agreement 2024 - 2025



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DEFINITIONS

- A. ADMINISTRATION: Any person who is employed by the Board of Education in an administrative capacity and who is fulfilling duties for which an administrator's certificate is required.
- B. ASSOCIATION: OCNEA
- C. BOARD: The Board of Education of USD No. 420, Osage City, KS
- D. EXTRA DUTY: Extra duty pay will be paid for activities outside the regular school hours of 7:45 A.M. to 3:40 P.M. in which the administration requests supervision of events not covered by contract, either teaching or supplemental. Assignments after the regular school day, such as parent conferences, will be considered contractual.
- E. TEACHER: All certified employees except administrators and teacher's aides employed by the Board of Education.
- F. LONGEVITY: A longevity pay will be paid to certified employees, hired on or before the beginning of the 2023-24 school year, who have completed 10 or more years, based on the schedule found on page 8, with USD 420 at the end of the current school year. (Added 2023-2024)

DURATION

A master contract shall be written and agreed to and signed by both representative bodies following the close of negotiations. This contract shall include salary schedule and all items agreed to during negotiation sessions from 1988-89 through the present, unless and until the item has been deleted or revised. (Negotiated Agreement June 1989) The Board of Education and the Osage City NEA agree that all negotiable items have been discussed during the meetings leading to this agreement. All articles of this contract shall continue in full force and effect to and including June 30, 2025, and thereafter for successive contracted periods, unless written notice to amend is given by either party to the other not later than February 1, immediately preceding the expiration date pursuant to K.S.A. 72-5423. If a court decision, State Law or regulation, Federal Law or regulation should invalidate a part of this agreement, the remaining sections shall continue in full force and effect. This agreement may be amended or terminated by mutual consent of the Board of Education and the Osage City NEA.

Signed this 14th day of January, 2025.

Chair of Negotiations Team

Chair of Board Negotiations

esident, OCNEA President, Board of Education

Note: Signature page is on file in Master Copy in the Board Office.

HOURS AND AMOUNT OF WORK

A. <u>CONTRACT YEAR</u>

The number of duty days and in-service days in the basic duty year shall not exceed one hundred and seventy-eight (178) school days, as determined and scheduled by the board.

The School Calendar adopted by the Board shall include the following:

- 1. One full work day at the beginning of the school year, ½ work day before Winter Break, one full work day at the beginning of the 2nd semester and ½ work day at the end of the school year. A faculty meeting arranged by the building principal or superintendent is permitted on work days as long as it lasts no more than an hour.(Updated 2023-24)
- 2. Holidays to include: 1 school day for Labor Day, 3 school days for Thanksgiving, 8 calendar days for Christmas with no school on December 24, 1 school day for Good Friday and 5 school days for Spring Break.
- 3. Four one-half days will be scheduled for Collaboration Days.
- 4. The first and last day of school will end at 11:30 AM for students. (added 2024-2025)

B. <u>CLASS SCHEDULE</u>

Classes will begin at 8:05 a.m. and dismiss at 3:20 p.m.

C. TIME OF ARRIVAL AND DEPARTURE OF TEACHERS

The teacher duty day is from 7:45 AM to 3:40 PM. All teachers except those that are assigned with students after school will remain in the buildings until 3:40 PM.

D. <u>LUNCHROOM DUTY</u>

Teachers will be assigned a duty free lunch period of twenty (20) minutes.

E. EXTRA DUTY POLICY

Activities Extra Duty Pay

Extra duty will be paid at a rate of \$20.00 per hour. Extra duty pay will be paid for activities in which the building principal requests supervision of events not covered by contract, either teaching or supplemental.

Extra duty pay is subject to prior approval by the building principal and is to be turned in to the building principal upon completion of extra duty for processing and payment in December and June.

Extra duty pay does not include situations scheduled by teachers in line with classroom activities, i.e., Saturday field trips planned by teachers discretion knowing his/her free time is involved.

Extra duty assignment sign-up rosters shall be posted on the first contract day of the bargaining unit for first refusal. The work schedule shall remain open to certified staff for two (2) contract days. All open dates after this time period will be offered to

classified staff. Extra duty will not be paid for duties included in the primary teaching contract. These include but are not limited to: open house, parent-teacher conferences, and faculty meetings.

Academic Extra Duty Pay

All Summer School positions will be posted on the District's website for a period of five(5) calendar days (excluding weekends and holidays). Teachers who taught Summer School in the immediate preceding school year will get their first chance to return to teach Summer School. Teachers employed to give Summer School instruction shall be issued a supplemental service teacher's contract and shall be paid \$25 per hour not to exceed 3 hours per day for 3 weeks.

An employee who participates in programs extending beyond the regular school day, such as detention, study hall, or after school tutoring shall be paid at the extra duty rate of \$25.00 per hour not to exceed an hour a day with building administrative approval. Extended program time will be from 3:30 - 4:30 pm Monday thru Thursday when students are at school for a full calendar day. (added 2024-2025)

F. PROFESSIONAL DEVELOPMENT

Professional Development Days are days scheduled by the Board for special training sessions and information meetings. The PDC Committee and administration will work together to develop appropriate topics and information for Professional Development days as scheduled in the school calendar.

SALARY AND WAGES

A. <u>SALARY SCHEDULE FOR THE CURRENT YEAR</u>

Agreement Language 2024-2025

Grant Step & Movement

The Board agrees to add \$2,220 to the current base of \$44,400 making it \$46,620 for the 2024-2025 school year.

Increase in steps amount on the salary schedule from \$550 to \$600 for step 16-30

B. TEACHER'S INDEX SCHEDULE FOR THE CURRENT SCHOOL YEAR

Index Committee

An Index Committee consisting of the superintendent, the OCNEA President, HS athletic director, MS athletic director, female sports coach, male sports coach, female non-sports representative, and a male non-sports representative will be on the Index Committee during the 23-24 school year. (Not in existence after the 23-24 school year).

C. <u>SET PAY DAY</u>

All personnel shall receive deposits on the 16th day of the month. When the 16th falls on a weekend or a vacation day, checks will be issued on the last working day prior to the 16th.

D. PER DIEM EXPENSE

If persons are authorized to take overnight trips, they will be compensated \$20 per day, to the nearest full half day, for expense over and above cost of transportation, lodging, and registration fees. Upon returning from an authorized trip, personnel should report to their immediate supervisor so that the supervisor can record the time of return and also know that you have returned safely.

E. <u>STUDENT TEACHER FEE MONEY</u>

Fee money received from college or state for student teachers by our school district shall be paid to the cooperative teacher by the June check and is subject to the appropriate withholdings.

F. LONGEVITY PAY

Longevity: A longevity pay will be paid to certified employees, hired on or before the beginning of the 2023-24 school year, who have completed 10 or more years, based on the schedule below, with USD 420 at the end of the current school year.(Added 2023-24)

Years	Stipend
10-19	\$500
20-29	\$1,000
30+	\$1500

G. RETURNING CONTRACTS

All new teaching and new supplemental contracts must be signed and returned to the Board Clerk 20 days after receiving contracts.

H. NEW SUPPLEMENTAL POSITIONS

All supplemental positions will be determined by a team consisting of the Board representative, superintendent, and the OCNEA negotiations team. Compensation, job descriptions, and responsibilities will be set by the team. Extra Duty will be paid for any new supplemental positions until an index can be determined through negotiations. The USD 420 Extra Duty policy will be followed. (added 2023-2024)

I. <u>DUAL CREDIT COURSES</u>

High School Teachers that are asked by the USD 420 administration to teach Allen County Community College courses (Dual Credit) or volunteer on their planning periods to teach ACCC courses will receive only the additional compensation from Allen County Community College. Amount of compensation will be determined by USD 420.

J. <u>TEACHING ON PLAN TIME</u>

Teachers who take on extra teaching duties during their plan will be compensated at \$30 per day. Teachers do NOT have to substitute during their plan if they choose not to.

K. ADDITIONAL STUDENT PAY (added 2023-2024)

Teachers who serve as a substitute teacher during their normal planning period or taking on one other teacher's class during their day, shall be paid at the rate of \$30 per clock hour (\$0.50 per minute) up to one hour and less than two hours. If the absent teachers' class is split between the other two teachers, they will be compensated at the rate of \$15 per clock hour (\$0.25 per minute) up to one hour and less than two hours. Teachers that attend an IEP/SIT Meetings lasting more than 30 minutes during their planning period shall be paid at the rate of \$0.50 per minute per workday. If on a given day an unfilled vacancy exists and a substitute is not available and is assigned students, this will result in compensation for each teacher as follows:

Number of classrooms:

One teacher take the whole class

Half Day Pay for Each Teacher: \$67.50(2-4 hours)

Full Day Pay for Each Teacher: \$135 (4-8 hours)

\$33.75(2-4 hours)

\$67.50(4-8 hours)

Building secretaries will be responsible to write down all substitute pay on the substitute pay form. This form will have to be signed off by the teacher and building principal and submitted December 1st and last day of school . Paying period for substitute pay will be included in the December and June deposits.

Teachers who are assigned or who agree to teach a homebound or hospital-bound Osage City student shall be paid at the rate of \$30 per clock hour of instruction time. Such teachers shall also be eligible for mileage per current district mileage reimbursement. (Added 2023-24)

L. PAY SCALE FOR M+45 COLUMN

Pay scale for Masters Contract-M45 to extend to 30 years to go with longevity pay and people who have already received a step off the payscale in the M45 column will be granted those extensions of pay. (added 23-24)

2024-2025 SALARY SCHEDULE UNIFIED SCHOOL DISTRICT #420

<u>Step</u>	<u>Yrs</u>	<u>B</u>	<u>B+16</u>	<u>B+30</u>	<u>B+45</u>	<u>M</u>	<u>M+16</u>	<u>M+30</u>	<u>M+45</u>
<u>1</u>	<u>0</u>	<u>46620</u>	<u>47320</u>	<u>48095</u>	<u>48945</u>	<u>49870</u>	<u>50870</u>	<u>51945</u>	<u>53095</u>
<u>2</u>	<u>1</u>	<u>47170</u>	<u>47870</u>	<u>48645</u>	<u>49495</u>	<u>50420</u>	<u>51420</u>	<u>52495</u>	<u>53645</u>
<u>3</u>	<u>2</u>	<u>47720</u>	<u>48420</u>	<u>49195</u>	<u>50045</u>	<u>50970</u>	<u>51970</u>	<u>53045</u>	<u>54195</u>
	<u>3</u>	<u>48270</u>	<u>48970</u>	<u>49745</u>	<u>50595</u>	<u>51520</u>	<u>52520</u>	<u>53595</u>	<u>54745</u>
<u>4</u> <u>5</u>	<u>4</u>	<u>48820</u>	<u>49520</u>	<u>50295</u>	<u>51145</u>	<u>52070</u>	<u>53070</u>	<u>54145</u>	<u>55295</u>
<u>6</u>	<u>5</u>	<u>49370</u>	<u>50070</u>	<u>50845</u>	<u>51695</u>	<u>52620</u>	<u>53620</u>	<u>54695</u>	<u>55845</u>
<u>7</u>	<u>6</u>	<u>49920</u>	<u>50620</u>	<u>51395</u>	<u>52245</u>	<u>53170</u>	<u>54170</u>	<u>55245</u>	<u>56395</u>
<u>8</u>	<u>7</u>	<u>50470</u>	<u>51170</u>	<u>51945</u>	<u>52795</u>	<u>53720</u>	<u>54720</u>	<u>55795</u>	<u>56945</u>
<u>9</u>	<u>8</u>	<u>51020</u>	<u>51720</u>	<u>52495</u>	<u>53345</u>	<u>54270</u>	<u>55270</u>	<u>56345</u>	<u>57495</u>
<u>10</u>	<u>9</u>	<u>51570</u>	<u>52270</u>	<u>53045</u>	<u>53895</u>	<u>54820</u>	<u>55820</u>	<u>56895</u>	<u>58045</u>
<u>11</u>	<u>10</u>	<u>52120</u>	<u>52820</u>	<u>53595</u>	<u>54445</u>	<u>55370</u>	<u>56370</u>	<u>57445</u>	<u>58595</u>
<u>12</u>	<u>11</u>	<u>52670</u>	<u>53370</u>	<u>54145</u>	<u>54995</u>	<u>55920</u>	<u>56920</u>	<u>57995</u>	<u>59145</u>
<u>13</u>	<u>12</u>	<u>53220</u>	<u>53920</u>	<u>54695</u>	<u>55545</u>	<u>56470</u>	<u>57470</u>	<u>58545</u>	<u>59695</u>
<u>14</u>	<u>13</u>	<u>53770</u>	<u>54470</u>	<u>55245</u>	<u>56095</u>	<u>57020</u>	<u>58020</u>	<u>59095</u>	<u>60245</u>
<u>15</u>	<u>14</u>		<u>55020</u>	<u>55795</u>	<u>56645</u>	<u>57570</u>	<u>58570</u>	<u>59645</u>	<u>60795</u>
<u>16</u>	<u>15</u>		<u>55620</u>	<u>56395</u>	<u>57245</u>	<u>58170</u>	<u>59170</u>	<u>60245</u>	<u>61395</u>
<u>17</u>	<u>16</u>		<u>56220</u>	<u>56995</u>	<u>57845</u>	<u>58770</u>	<u>59770</u>	<u>60845</u>	<u>61995</u>
<u>18</u>	<u>17</u>		<u>56820</u>	<u>57595</u>	<u>58445</u>	<u>59370</u>	<u>60370</u>	<u>61445</u>	<u>62595</u>
<u>19</u>	<u>18</u>			<u>58195</u>	<u>59045</u>	<u>59970</u>	<u>60970</u>	<u>62045</u>	<u>63195</u>
<u>20</u>	<u>19</u>			<u>58795</u>	<u>59645</u>	<u>60570</u>	<u>61570</u>	<u>62645</u>	<u>63795</u>
<u>21</u>	<u>20</u>			<u>59395</u>	<u>60245</u>	<u>61170</u>	<u>62170</u>	<u>63245</u>	<u>64395</u>
<u>22</u>	<u>21</u>			<u>59995</u>	<u>60845</u>	<u>61770</u>	<u>62770</u>	<u>63845</u>	<u>64995</u>
<u>23</u>	<u>22</u>			<u>60595</u>	<u>61445</u>	<u>62370</u>	<u>63370</u>	<u>64445</u>	<u>65595</u>
<u>24</u>	<u>23</u>				<u>62045</u>	<u>62970</u>	<u>63970</u>	<u>65045</u>	<u>66195</u>
<u>25</u>	<u>24</u>					<u>63570</u>	<u>64570</u>	<u>65645</u>	<u>66795</u>
<u> 26</u>	<u>25</u>						<u>65170</u>	<u>66245</u>	<u>67395</u>
<u>27</u>	<u> 26</u>							<u>66845</u>	<u>67995</u>
<u>28</u>	<u>27</u>								<u>68595</u>
<u>29</u>	<u>28</u>								<u>69195</u>
<u>30</u>	<u>29</u>								<u>69795</u>

USD 420 SUPPLEMENTAL INDEX

Updated 2024-2025 School Year

ASSIGNMENT:	Extra Time During Year	Extended Contract
High School:		
HS Activities Director		\$10,000 (10 days)
Head HS Football Coach	10%	\$10,000 (10 da ys)
Asst HS Football Coach*	7%	
Head HS Volleyball Coach	10%	
Asst HS Volleyball Coach*	7%	
MS/HS Cross Country	10%	
Asst HS/MS Cross Country*	4%	
Head HS Boys Golf Coach	8%	
Asst HS Boys Golf Coach*	5%	
Head HS Girls Golf Coach	8%	
Asst HS Girls Golf Coach*	5%	
Head HS Boys Basketball Coach	10%	
Asst HS Boys Basketball Coach*	7%	
Head HS Girls Basketball Coach	10%	
Asst HS Girls Basketball Coach*	7%	
Head HS Wrestling	10%	
Asst HS Wrestling* female	7%	
Head HS Track Coach	10%	
Asst HS Track Coach*	7%	
Head Boys Baseball Coach	10%	
Asst Boys Baseball Coach*	7%	
Head Girls Softball Coach	10%	
Asst Girls Softball Coach*	7%	
Head HS Cheerleader Sponsor	7%	
Asst HS Cheerleader Sponsor*	5%	
Head Dance Sponsor	7%	
Instrumental Music	8%	10%
Vocal Music	8%	1070
Debate	10%	
Asst Debate*	4%	
Forensics	8%	
Asst Forensics*	4%	
Yearbook Sponsor	4%	
Play Director	4%	
Asst Play Director	2%	
Jr. Class Sponsor & Concession Manager	8%	
Asst. Jr. Class Sponsor	2%	
Scholar Bowl	4%	
HS Guidance Counselor	7/0	10 days at daily rate
Industrial Arts		10 days at daily rate
HS Pep Band	3%	10 days at daily late
HS Student Council	3%	
HS FBLA	5%	
National Honor Society	2%	
Head Weight Room Supervisor (12 months)	6%	
Asst Weight Room Supervisor (12 month)	4%	0150
Drivers Education instruction	\$30/hr	\$150 per student driving
HS Video Streaming	3%	
	11	

MS/HS CTE Coordinator	1%	
Summer Assistant Weights (2 male, 2 fe	\$20/hr (limit 75 hours per	
person)		•
Middle School:		
MS Activities Director		\$5,000
Head MS Boys Football Coach	7%	
Asst MS Boys Football Coach*	4%	
Head MS Girls Volleyball Coach	7%	
Asst MS Girls Volleyball Coach*	4%	
MS Guidance Counselor		10 days at daily rate
Head MS Boys Basketball Coach	7%	
Asst MS Boys Basketball Coach*	4%	
Head MS Girls Basketball Coach	7%	
Asst MS Girls Basketball Coach*	4%	
Head MS Boys Track Coach	7%	
Head MS Girls Track Coach	7%	
Assistant MS Track Coach*	4%	
Head MS Cheerleader Sponsor	5%	
Asst MS Cheerleader Sponsor*	2%	
MS Scholar Bowl	3%	
MS Student Council	3%	
MS FBLA	5%	
MS Yearbook Sponsor	4%	
MS Concessions	3%	
Elementary:		
Ele Guidance Counselor		5 days at daily rate
Ele Vocal	4%	yy
- · ·	- , -	

^{* =}additional position depending on numbers

FRINGE BENEFITS

CAFETERIA PLAN

The fringe benefits for employees of USD 420 will consist of the IRC SEC. 125 "Cafeteria Plan". Each employee may choose their individual payroll reductions and deductions from the list provided.

Employees may change their payroll reductions and deductions at the beginning each contract year.

HEALTH INSURANCE

The board-provided health insurance benefit for professional employees covers a 12-month period (plan year runs October 1 to September 30) and shall be renewable annually at the coverage level determined by the employee. The Board of Education will pay a \$657.09 per month (\$7,859.88 per year) contribution per qualified employee (each USD 420 Group Blue/Cross/Blue Shield participant) beginning with the 2024-25 school year. This contribution is based on a use it or lose it concept. No Board contribution other than Blue Cross/Blue Shield will be permitted in the 125 plan. If the district would lose Blue Cross/Blue Shield as a group, it will try to continue with another group with the same contribution. If the Board is unable to obtain another group insurance carrier, this proposal will be null and void at the date our group is dissolved.

The district group health insurance coverage becomes effective October 1 of the year an employee enrolls. For those employees who complete their contracts for the school year and retire/resign from the district, the district's health insurance program ends May 31st or until a former employee becomes eligible for group health insurance under a new employer's plan, whichever occurs sooner. The district will still be required to pay the per monthly premium to the employee as long as the retired/resigned employee can show they have paid the COBRA premium coverage.

An Insurance Committee consisting of the OCNEA President, one representative from each of the buildings (ES, MS, HS), a classified staff member (not including the Board Clerk) and a board member. (Approved July 2021)

The OCNEA President will be notified three days in advance and present at the yearly BCBS meeting with the USD 420 Superintendent, Board Clerk, and the BCBS representative going over insurance claims/costs, prescriptions, and any other information given by the BCBS representative.

MATCH PLAN PROVISIONS AND GROUPS: (added 2023-2024)

USD 420 will provide a match plan for the employees who are eligible for the district's benefits. The match plan will be provided in a salary-deducted 403(b) retirement plan offered through USD 420. All licensed employees will fall into one of three employee groups.

Group 1: Those employees eligible for early retirement in 5 years or less. This includes those employees eligible for early retirement no later than June 30, 2024.

Employees in Group 1 may stay on the early retirement plan. Employees in Group 1 may choose to opt into Group 2. To be eligible for the provisions of Group 2, employees must opt in no later than January 1, 2024. The employee will not receive the match until they have opted in. Once an employee has opted into Group 2, they are no longer eligible for the early retirement plan. Should the employee not opt into Group 2 and then become ineligible for the early retirement plan, the employee may opt into Group 3 and receive a 1:1 match.

Group 2: Those eligible for early retirement in 6 to 10 years. This would be those employees eligible for early retirement no later than June 30, 2029. Employees in Group 2 are allowed a 3:1 match. The employee contributes a minimum of \$25 per month, and then USD 420 will contribute up to \$75 per month; or a maximum of \$35 per month, and then USD 420, will contribute up to \$105 per month.

Group 3: All other licensed staff.

Employees in Group 3 are allowed a 1:1 match. The employee contributes a minimum of \$25 per month, and then USD 420 will contribute up to \$25 per month; or a maximum of \$35 a month, and then USD 420 will contribute \$35 per month.

VESTING SCHEDULE

The employee's 403(b) money in the account will always belong to the employee. The below vesting schedule is only for USD 420's matching 403(b) portion and is based on continuous years of service for USD 420. As the employee continues to work for USD 420, he/she will continue to earn a percentage of USD 420's match money based on the schedule below. Employees currently with 10 years of continuous service to USD 420 will be 100% vested immediately upon participation.

USD 420's Match Money
0%
25%
50%
100%

If an employee leaves the district before being 100% vested, the portion of the school's match money that is not vested will be retained by the district to be put towards future matches.

ENROLLMENT IN 403(b) MATCH PLAN

- (A) The match plan will become available October 1, 2023.
- (B) Employees from Group 2 and 3 may opt into the match plan during the year, not just during open enrollment.
- (C) If the employee already has a Security Benefit SFR 403(b) account, the employee will not need to do anything; the employer match money will be put into the existing account.
- (D) If an employee has an existing 403(b) account with another approved plan provider, the employee will be able to continue to invest into that account, but the employee will need to set up a Security Benefit 403(b) account for the district's portion.

RETIREE INSURANCE

Retired employees and their dependents shall be entitled to continued coverage under the district-sponsored group health insurance program, provided the retired employee makes a written application with the clerk of the board of education for such continued coverage by September 1. Retired employees electing continued coverage shall be required to make the monthly premium payment for such continued coverage in advance of the 12th day of the month. Such payment shall be made to the board of education or directly to the insurance carrier, as may be determined by the board. The coverage under the group health-care benefits will cease at such time as (1) the retired employee and/or spouse attains the age of 65 years of age, (2) the retired employee and/or spouse fails to make the required premium payments after the 19th day of the month, or (3) the retired employee and/or spouse becomes covered or is eligible to be covered under a group health insurance plan of another employer. In the situation the employee dies, coverage will terminate at the end of the month of the death. (added 2024-2025)

GRIEVANCE PROCEDURE

(Updated 2024-2025)

A. DEFINITIONS:

A **GRIEVANCE** shall mean any complaint by a Professional Employee, group of Professional Employees, or the Osage City NEA alleging a violation, misinterpretation, or misapplication of any provision contained in this Agreement, individual contract, and/or administrative regulation, or practice affecting condition of employment.

A **GRIEVANT PERSON** shall mean the person, persons or the Association making the complaint. If more than one teacher has a grievance including the same action, the grievance may be filed collectively by those directly involved.

A **PARTY OF INTEREST** shall mean the person 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.

The term **DAYS** shall mean working days.

B. PROCEDURE:

Representation: At level Two or above, the grievant person and the administration shall be entitled to representation of their choice.

<u>Level One</u>: The grievant person should request an informal conference with his/her principal or other immediate supervisor within fifteen (15) days after he/she becomes aware of the grievance. The purpose of this informal meeting is to give the principal and the grievant teacher an opportunity to resolve the grievance. Neither party shall be entitled to representation at this level.

<u>Level Two</u>: If the grievant person has been unable to get a conference with the principal within fifteen (15) days of their request, or having had the conference, has not found a solution to the grievance, he/she may ask the assistance of the building grievance representative, within three (3) days after the failure to find the satisfactory informal solution in the principal's office. At least one copy shall be delivered to the principal's office and one copy should be kept by the grievant person. With the consent of the grievant teacher, one copy may be given to the association's grievance representative. Within fifteen (15) days after delivery of the formal grievance at the office of the principal, the principal or his representative shall deliver to the teacher, in writing, the supervisor's decision with respect to the grievance, retain one copy for the principal's own file, and with the consent of the grievant teacher may deliver a copy to the association's grievance committee chairman. Failure of the principal to make delivery of the school system's decision within fifteen (15) days shall constitute a sufficient reason for the grievant person to appeal to the A copy from the administration (principal) will be forwarded to the superintendent. Association if agreed upon by the grievant.

<u>Level Three</u>: The appeal to the superintendent shall set forth the grievance and solution sought. One (1) copy shall be given to the superintendent, one (1) copy retained by the grievant person and to the Association with permission from GRIEVANT. The superintendent's decision shall be given within fifteen (15) days.

<u>Level Four</u>: If the school system's decision as expressed by the superintendent in Level Three is not satisfactory to the grievant, the grievant may ask the association's grievance committee to assist in Level Four or the grievant may proceed without the

Assistance of the association's grievance committee. Within fifteen (15) days the individual may submit an appeal to the school board. The appeal shall set forth the grievance and the solution sought. The hearing shall be held within fifteen (15) days after the appeal is presented to the school board. This hearing with the Board of Education shall be held during an Executive Session. At the hearing with the school board and/or it's representatives, the grievant person and representatives of the grievant person may be present and in addition, if requested by the grievant person, representatives of the association's grievance committee and/or representatives of Kansas-N.E.A. may be present. In all cases the spokesman for the grievant person shall have been chosen in advance and the Board of Education will be notified. In all cases the spokesman for the school board and/or it's representatives shall have been chosen in advance and the grievant/s will be notified 3 days in advance. The school system's decision, arrived at by the Board, shall be produced in writing and delivered to the grievant party and the Association, with employee permission within fifteen (15) days of the conclusion of the hearing.

C. GENERAL RULES

The Board and the teachers shall cooperate in the investigation of a grievance and it is the policy of the Board to assure every teacher the opportunity to have the unobstructed use of the grievance procedure without fear of reprisal or prejudice in any manner.

The purpose of these proceedings is to secure equitable solutions to grievances of teachers.

Since the resolving of grievances should be expedited as much as possible, the time limits at each level shall be regarded as maximum and every effort should be made to use fewer than the maximum number of days. Time limits, however, may be extended by mutual agreement when circumstances justify doing so.

All documents, communications and records dealing with the processing of grievances shall be filed by the school system separately from the personnel files of the parties in interest.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other documents which are necessary, shall be determined by association representatives and the superintendent.

Neither party shall be required to discuss any grievance when their representative is not present except at the conference provided for in Level One.

The absence of the teacher from his regular assignment at the request of the Board shall be without reduction in salary. Absences of the teacher at his/her discretion shall be within the leave policies of the district.

Grievances filed after May 1 shall be expedited insofar as is possible, with the intention to complete the processing before the close of the school year.

EMPLOYEE LEAVE POLICIES

A. ACCUMULATION OF DISCRETIONARY LEAVE

All school teachers shall be granted 12 days for each school year, accumulation to an indefinite amount subject to the following provisions:

- a. Any employee planning use of more than four (4) consecutive days of discretionary leave needs to seek approval of the building administration.
- b. Any employee contemplating elective surgery would be required to give the administration two weeks prior notice before surgery is to be done.
- c. Physician's State of Disability. In case of prolonged disability of one week or more, school employees shall furnish the administrators a statement of disability from the employee's doctor. After the initial week of such prolonged disability, a statement of disability shall be furnished at two week intervals, or part thereof, until the employee is able to return to work.
- d. Disability. A physical or mental impairment that substantially limits one or more life activities which precludes the employee from efficiently performing the duties normally required of him under his/her contract of employment.
- e. Return to work following disability. An employee's election not to return to work beyond the time it was determined by a licensed physician that his disability no longer precludes him from efficiently performing his duties will result in termination of all employment contractual rights.
- f. At the end of each contract year, the district will buy up to 6 unused discretionary days based on the following qualifying criteria.
 - 1. Employees must have a minimum balance of 60 discretionary days. Note the district will only purchase days in excess of this balance.
 - 2. Employees must have used four or less days of discretionary leave during the contract year.
 - 3. Employees must request the buy-back through the board clerk by the last day of the school year. Employees will request days on the same form as the Lump Sum Payment. The district will pay the daily substitute pay rate for discretionary day buy-back which will be included in the June payroll. (August 2015)

B. PAYROLL DEDUCTION FOR UNPAID LEAVE

Any absences not covered by discretionary leave or in excess of allotted discretionary leave will be deducted from the current check. Any employee absent for an indefinite period will not receive pay beyond the amount of his discretionary leave. The method of arriving at the daily salary for discretionary leave computation shall be decided on the basis of the number of days employed per year. Certified personnel who are absent in addition to those approved leaves will forfeit their pay (1/178) for each additional day of time lost. The Board of Education will pay the substitute teacher's pay.

C. BEREAVEMENT

Each employee may use up to five (5) days of bereavement leave at the death of family members, which shall include father, mother, brother, sister, wife, husband, children, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, or other relatives whose regular residence is in the home of the employee. This leave shall be used at the time of the death and/or funeral of the family member.

One day (per event) of Discretionary leave may be used for the death of a family member not included in the list above without being counted as a day used for calculating discretionary days buy-back qualification.

D. JURY DUTY

Employees serving on jury duty or as a witness may do so, but are required to give all monies paid to them for such services to the treasurer of the School District No. 420 and then no deduction will be made from the regular paycheck.

E. PROFESSIONAL LEAVE

Professional days may be used by each employee for his/her professional development. Professional leave must be approved by the building principal.

F. ASSOCIATION LEAVE (added 2023-2024)

OCNEA shall be provided with four days of paid leave per contract year to be used by teachers as determined by the Association. The President or Vice-President of the OCNEA shall provide written notice to the Superintendent that such leave will be used. This written notice must be at least five days in advance of the use of Association leave, unless this requirement is waived by the Superintendent. In using the four days, the smallest amount that the Association may use at one time is three hours.

G. <u>RETIREMENT</u>

- I. When an employee reaches retirement age and retires, or upon completing twenty (20) years of employment in the district and leaving the district, or upon the death of the employee, they will be paid one day's pay for each four days of accumulated discretionary leave up to a maximum of forty (40) days.
- II. When a full time certified teacher reaches the KPERS 85 points and has completed twenty years of teaching in USD 420 and officially retires, the district will pay a monetary incentive of \$6,000 for a one-time lump sum.

H. WORKER'S COMPENSATION LEAVE

An employee using discretionary leave, or other available leave, in combination with worker's compensation will be charged for one full or partial day of discretionary leave, as provided for in the discretionary leave policy, for each day of absence until the employee's discretionary leave is exhausted. The combined worker's compensation benefits and salary shall not exceed one full day's pay.

I. <u>DISCRETIONARY LEAVE POOL</u>

I. Purpose

A. The purpose of the discretionary pool is to provide temporary relief (beyond accumulated discretionary leave days) from loss of pay due to severe illness or injury, major surgery, immediate family circumstances, or extraordinary situations which the Discretionary Pool Committee deems show a need.

II. Limitations

A. Child care, normal pregnancy (including cesarean), non-life threatening elective surgery, short term illness such as common colds, influenza, etc. will not be considered for awarding of discretionary days. This sick leave pool is for the employee members to provide coverage for them personally or for the needs of their immediate family.

B. Maximum Allowance

- a. A teacher who is in their first year of employment may make an application for the discretionary pool up to 5 additional days.
- b. A teacher who is in their second year of employment may make an application for the discretionary pool up to 10 additional days.
- c. A teacher who is in their third year of employment may make an application for the discretionary pool up to 15 additional days.
- d. A teacher who has reached four (4) or more years of employment may make an application for the discretionary pool up to 40 additional days.

III. Participation, Extraordinary and Non-Extraordinary circumstances

- A. Voluntary contribution of one (1) accumulated discretionary leave day during the 5 year cycle.
- B. Forms will be distributed at the beginning of school in-service.
- C. Forms are due September 1 in years ending in zero (0) or five (5).
- D. Discretionary leave days contributed by each member become a permanent part of the discretionary leave pool.
- E. Discretionary leave days contributed will carry over from one year to another.
- F. At such time the pool reaches a minimum of 20 days, each participating member will be asked to contribute one (1) additional day on a voluntary basis.
- G. New certified employees of the district may join during the first thirty (30) days of employment. This applies only to staff hired after September 1 of the current school year. New certified employees can make contributions on years not ending with a zero (0) or five (5) however; they will only carry the employee until the end of the five-year cycle.
- H. Employees agreeing to donate to the discretionary leave pool may cancel their participation at any time by giving written notice to the Discretionary leave pool committee. However, all days contributed to the leave pool shall remain in the leave pool and will not be restored to any employee.

IV. Non-Extraordinary Circumstances

A. Non-extraordinary circumstances shall be defined as a medical event/condition which may not require hospitalization, or convalescence at home, or situations

- which the Discretionary Pool Committee deems show a need and is usually not life endangering.
- B. The discretionary leave pool shall grant no more than 10 working days for non-extraordinary circumstances.
- C. An employee who receives days from the leave pool for any non-extraordinary circumstance will repay the leave pool at a rate of five (5) days or 50% of the days received the first year and the remaining days the second year. In the event the days are not repaid to the leave bank for a non-extraordinary circumstance, the leave pool may authorize reducing the employee's final annual payroll check by an amount equal to the district substitute daily rate times the number of days owed to the leave pool. Financial reimbursement of illness/bereavement days used from the pool shall not be binding upon heirs of the employee.
- D. Any employee who has received these ten (10) non-extraordinary days must repay them in full before any additional days can be requested.

V. Eligibility

- A. The employee must have used all of his/her accumulated discretionary leave.
- B. An employee may not be eligible if/or collecting Workman's Compensation, KPERS Disability, and income protection as part of the Section 125 plan of the District.
- C. An employee may not exceed 180 discretionary days in a school year.
- D. Must be hospitalized and /or under the care of a medical doctor, osteopath, chiropractor, dentist, etc.
- E. A statement from the doctor recommending the extended absence and the estimated time needed is required.
- F. Must complete the required application form.
 - i. A written request for discretionary days shall be forwarded to the Building Principal within five (5) school days following the depletion of the member's leave accumulation. When an emergency does arise in which the employee is unable to file for discretionary leave days, because of being incapacitated, their families, adult agent and/or discretionary team member will be allowed to make an application for them. The families, adult agent and/or discretionary team member will have written proof from a doctor attached to the application that the employee is incapacitated at that period of time.
- G. This will only apply to the school year the illness or injury occurs and will not be carried over to the following year.

VI. Monitoring

- A. The monitoring committee will consist of, OCNEA Vice President, an OCNEA representative from the high school, the middle school and the elementary schools and the administrator from the building of individual requisition additional leave.
- B. The monitoring committee will vote by secret ballot. A majority vote is required to approve a request for the discretionary day/s. Three of the four committee members need to be present for the action to be considered valid.
 - a. Possible Actions To Be Taken:
 - i. Request is denied (or)
 - ii. An initial grant of sick leave to an eligible certified staff employee shall be from one (1) to ten (10) working days. Upon completion of the ten (10) working day period, additional entitlement may be extended by the

committee, up to the maximum allowance, upon demonstration of need by the applicant.

- C. The following general criteria shall be considered by the committee in administering the bank and in determining the amount leave: (1) medical evidence (2) prior utilization of sick leave.
- D. No monitoring committee representative may serve more than two consecutive years. If a representative is unable to complete a term, the members in the building which selected that person will choose another teacher to complete the term. The chairperson (OCNEA –VP) will send all minutes and agendas to the OCNEA President and superintendent
- E. The committee will act on a case by case basis.
- F. Decisions of the committee are final and may not be appealed, or subject to grievance or arbitration.

VII. Record Keeping

- A. All decisions of the committee are to be in writing and given to the Superintendent within 2 working days of that decision.
- B. The district's central office will be in charge of record keeping.
- C. The district central office will review all discretionary pool records at the end of each school year with the OCNEA President.

VIII. Discretionary Pool Days

- A. If at the end of the year, upon retirement or resignation the discretionary leave pool is below 20 days, a member of the pool who has accumulated 150 days may donate any extra days over 150 until the discretionary leave pool reaches the maximum pool of 150 days.
- B. If the pool is at the maximum allowance of 150 days, any member who has given will not be asked to give at the current cycle; however any new member will be allowed to join. (contingent upon retirement bylaws)

DISCRETIONARY LEAVE POOL PARTICIPATION FORM

I am aware of the provisions for the USD 420 agreement for the the implementation for the Pool.	Discretionary Leave Pool as part of the negotiated school year, and of the guidelines developed for
I hereby offer to contribute one (1) of	my discretionary leave days to the Pool
Signature of Employe	ee Date
I <u>do not</u> wis	h to contribute to the Pool.
Signature of Employe	ee Date

APPLICATION FOR ADDITIONAL DISCRETIONARY LEAVE DAYS

Date of Application:				
I,	, have donated one (1) day to the			
I,, have donated one (1) day to the USD 420 Discretionary Leave Pool for the current school year and meet the eligibility				
requirements in the Master Contract to reques				
• Reason for the Request				
Extraordinary Circumstances				
My own illness				
Illness of immediate family me	ember,			
<u> </u>	ne of family member)			
Other, please explain				
 Doctor's Diagnosis 				
Doctor's Diagnosis				
	<u> </u>			
• Annuarimenta darra manda d				
Approximate days needed	:C41:- : CC:- :			
	ys if this is not sufficient. At such time the			
employee shall provide an up-to-date				
	nt to notify the payroll clerk of the date they			
return to work so the exact number	of days used may be recorded.			
Non-extraordinary circ	umstances			
My own illness				
Illness of immediate fa	mily member.			
	me of family member)			
Other, please explain	,			
Approximate days needed				
	ys if this is not sufficient. A maximum of 10 days			
	e of five (5) days or 50% of the days received the			
first year and the remaining days the s	econd year.			
 It is the responsibility of the applica 	nt to notify the payroll clerk of the date they			
return to work so the exact number	of days used may be recorded.			
Signature of the Employee	Date			

DOCTOR'S VERIFICATION FORM USD 420 DISCRETIONARY POOL

is under	my care for	
(Name of illness, description, surgery, etc.)		
In my estimation, the patient will not return to work	k until	(Date)
Doctor's Printed Name	Doctor's Signatur	re
Date		

Please accompany this form with a physician's letterhead.

$\frac{\textbf{DISCRETIONARY LEAVE POOL COMMITTEE}}{\textbf{RESPONSE FORM}}$

eation meeting:

ASSIGNMENTS, REASSIGNMENTS, AND REDUCTION OF TEACHING STAFF

A. REDUCTION IN FORCE

The Board of Education reserves the right to reduce teaching positions where needed, add to teaching positions where needed, and make transfers where needed for the betterment of the education program of the school system.

The determination of new teaching positions, the discontinuance of teaching positions, or transfer from one position to another shall rest solely with the Board of Education upon recommendation of the administrators and by such factual information as supplied by the administration.

The Board shall apply the following characteristics to be considered for reduction in force:

- A. Certification (s)
- B. Seniority in the Osage City school system
- C. All other characteristics being nearly equal, teacher's evaluations would be considered in the final decision.

B. RECALL PROCEDURES

Recall shall be in reverse order of the reduction in staff. All professional employees shall be eligible for recall by building and teaching level (i.e., PreK-5, 6-8, 9-12) unless they have received a less-than-satisfactory evaluation prior to February 15 of the year of reduction. Recall rights will be in force for two (2) years from the last day of employment. In order to qualify, the professional employee must notify the school district office by January 1 of each year following the reduction in staff, or within ten (10) days of the receipt of written notice of vacancy. It is further understood that the recalled employee shall be given their earned step on the salary schedule and all accumulated leave shall be returned unless pay has been received by the teacher for such leave.

It is the responsibility of the employee to keep the district clerk informed of a change of address. If this procedure is not followed, the Board of Education will not be held responsible for notification of recall.

OTHER PROVISIONS

A. KNOWLEDGE OF POLICIES AND REGULATIONS

It shall be the duty of the Teacher to keep informed concerning the rules, policies and regulations of the Board of Education.

B. <u>LINE OF AUTHORITY</u>

Teachers shall be directly responsible to the Principal of their respective buildings. They shall promptly and consistently carry out the instructions of their Principal and the Superintendent.

C. <u>ACCESS TO FILES</u>

Professional employees shall have the right to view their own personnel files located in the office of the superintendent or the principal during regular office hours.

D. PAYROLL DEDUCTIONS

USD #420 shall deduct Association dues from the salary of a certified employee only upon the written authorization signed by the employee and filed with the Clerk of the Board by September 10. Once the authorization is properly filed, the deduction shall continue on an annual basis until revoked in writing by the employee. According to the written authorization, the Board shall deduct one-twelfth of the annual dues for twelve months from the regular salary check of the certified employee. The Board shall transmit to the association the total monthly deduction for association dues within ten (10) days of the last payday. The amount of the association dues will be certified to the OCNEA president each year.

E. <u>EARLY NOTICE OF RETIREMENT OR OF LEAVING THE DISTRICT</u>

If official notice of retirement or leaving the District is provided by November 1, the teacher will receive a one-time payment of \$1,000. If official notice of retirement or leaving the District is provided before Christmas Break, the teacher will receive a one-time payment of \$500. Payment shall be made in the June payroll.

F. HEALTH CERTIFICATE

All employees of the Board of Education shall meet requirements of Federal and State Laws. New employee contracts will be effective conditional passing a physical. All employees must have a one time physical including a tuberculin test on file in the board office. (Physical Form KSA 72-5213). The Board will pay the actual cost of the employee's physical. The district will cover the co-pay cost and any other bills associated with a regular physical. (Updated 2023-24)

If at any time there is reasonable cause to believe that any such person is suffering from an illness detrimental to the pupils or other employees, the Board of Education may require a new certification of health.

G. POLITICAL ACTIVITY

No partisan political activity or agitation shall be permitted on the part of any school employee at any time during regular school hours.

H. JOB VACANCY

Any vacancies for employees will be posted by the superintendent on the USD 420 web site.

I. MONETARY INCENTIVE FOR ADVANCED DEGREES

- A. Starting with the 1992-93 school year any employee hired that already has a Master's Degree will not qualify.
- B. Must have been employed for a minimum of three years with USD #420 to qualify. The employee must be employed by USD 420 the following year for the monetary incentive.
- C. Changed degree status must be documented and reported to the district clerk on or before September 1 of each school year. Those completing a Master's Degree after September 1 will need to wait until the following school year for payment.
- D. If the 1992-93 agreement is reached before the 1991-92 fiscal year has ended the first monetary incentive payments will be paid in May out of the 1991-92 budget provided the employee will be returning for the 1992-93 school year.
- E. The monetary incentive will be \$2,000 for a one-time lump sum payment to each qualified employee for a Master's Degree.
- F. Any anticipated movement changes need to be reported to the District Clerk by May 1st.

J. <u>CALENDAR COMMITTEE</u> (added 2023-2024)

A Calendar Committee consisting of the OCNEA President, one representative from each of the buildings (ES, MS, HS), a board representative, and the superintendent will be on the Calendar Committee. The Calendar Committee will put together options for the certified staff to vote upon before the first Monday in March. If the new calendar changes the Master Contract, an early negotiations meeting will happen to help finalize the calendar for the next school year. The calendar committee will work to have a calendar ready to present to the USD 420 Board by the first Monday in March. The Calendar Committee will meet annually. (Updated 2024-25)

DISTRICT PROFESSIONAL DEVELOPMENT PLAN

(Effective: July 1, 2005)

Credit for Professional Development points may be substituted for hours required for horizontal movement in accordance with the following guidelines:

- A. Professional Development points to be awarded based upon the district wide in-service plan as approved by the Kansas State Department of Education.
- B. One semester hour of college or university credit is equal to 20 Professional Development points.
- C. To qualify for Professional Development education points, a teacher must have an approved Professional Development Plan on file.
- D. Points cannot be used for movement to the Masters and advanced degree columns. An earned degree is required for movement into degree classification on the district salary schedule (Degree Jumping).
- E. Each individual must have experiences (any combination of points and college or university credits) worth the total number of semester hours required for movement to the next column on the salary schedule. For an individual whose highest degree is a Baccalaureate degree, at least half of these credits shall be college or university credit.
- F. Professional Development points will be credited as long as they are completed, approved by the Professional Development Committee and reported to the district clerk by the committee bookkeeper on or before September 1 of each year.
- G. Points received after September 1 of each school year will be accumulated for the following year's advancement if qualified and not added periodically throughout the year.
- H. Professional Development points earned prior to the Masters column may not be used after reaching the Masters column.
- I. No teacher may move more than one step down and one step across in any one year.
- J. No local (USD 420) in-service points can be used for movement on the salary schedule. Local Professional Development is defined as an in-service day as scheduled on the district calendar (August/October/February).
- K. A maximum number of 100 PDC points for salary enhancement may be earned in one year. The plan year for salary enhancement points runs from August 1 to July 31.
- L. If for some reason the professional development plan bookkeeper and the individual instructor's books do not match, the Board of Education will honor the bookkeeper's report for advancement privileges.
- M. For any out of district activity in which a stipend is given, points will also be awarded. In-district activities will not award points in addition to the stipend. This agreement begins with the 2009-2010 school year.

- N. When college credit is received, no points will be awarded.
- O. Points for salary advancement during the duty day will begin with the 2005-06 contract.
- P. Points for salary advancement will be awarded during the duty day.
- Q. Points already earned outside of the duty day will still apply.

CONTRACTS

A. CONTINUING CONTRACTS

In accordance with the continuing contract law, the Board of Education shall give written notice through the Superintendent on or before the 3rd Friday in May, to all teachers whom it wishes to discharge, teachers shall notify the Board of Education on or before the 14th calendar day following the 3rd Friday in May, through the Superintendent of schools of their intent not to remain in the system.

B. LIQUIDATED DAMAGES

A certified teacher who has signed a contract and has accepted a teaching position in the district for the coming year, or who has not resigned by their continuing contract law date, shall not be released from the contract to accept another job of any kind until a complete replacement (as determined by the administration) has been located.

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

14 Days after the 3rd Friday in May; \$500.00

After July 1; \$700.00

After August 1 \$1,800.00

It is agreed that the amount of agreed liquidated damages shall be paid by the teacher to the Board of Education prior to the Board accepting the resignation of the teacher and releasing the teacher from his or her contract.

A teacher may be released without liquidated damages for the following reasons and provided the teacher is not employed by any other school district or other employer:

- Disability illness, prolonged or sudden death, of the teacher, the teacher's spouse, child or parent.
- Death of the teacher's spouse, child or parent.
- Hardship case, which can be appealed to the School Board

C. <u>DISMISSAL OF TEACHERS</u> (Added 2024-2025)

Teachers and other professional employees shall be dismissed who are found to be incompetent in the discharge of assigned duties, disloyal to the interests of the school, guilty of gross unprofessional conduct, or immorality. That deliberate abuse of any of the provisions of the discretionary leave policy by any employee would constitute just reason for not renewing his or her contract. Due process of law shall be followed in all cases of tenured teachers.

Due Process/Fair Dismissal Standards

1. The Board and OCNEA agree to the mutual benefit of a fair dismissal procedure for experienced teachers. This provision balances the relative security earned

- through an extended and successful probationary period with employer expectations of continuous quality professional performance.
- 2. For the first three (3) years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to the statutory deadline for any reason except as protected by Constitutional or other non-discrimination protections.
- 3. Starting in year four (4) 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.
- 4. Non-probationary teachers may be non-renewed for good cause, including any ground which is put forward by the school board in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the Board's task of building up and maintaining an efficient school system.
- 5. If the proposed non-renewal is to be based on poor job performance, the district's evaluation procedure shall be followed. The non-probationary teacher will be informed his/her performance is substandard and the full evaluation process will be utilized, including a measurable plan of improvement. The plan of improvement shall be collaboratively developed but the final decision on the plan rests with the principal.
- 6. 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.
- 7. If the non-probationary teacher is non-renewed, he/she shall be notified by certified mail prior to the statutory continuing contract date. The notification shall include the reasons for the non-renewal, as well as all evidence used to support the Board's decision which the Board will use at a hearing. The non-renewed teacher will have fourteen (14) calendar days from the receipt of the letter to file a written request for a hearing. The decision as to whether the hearing shall be open or closed will be at the discretion of the teacher.
- 8. During the hearing, the entire basis for the non-renewal shall be offered by the district. The teacher may challenge the district's evidence and present evidence on his/her own behalf. Otherwise, the hearing shall be closed at the end of the presentations. The decision by the Board shall determine whether to sustain or reverse the non-renewal and reinstatement of any lost pay, and shall be rendered in writing to both parties within seven (7) calendar days.
- 9. It is the intention of the parties that the decision be rendered prior to June 1 and all reasonable efforts should be made to accomplish that goal.
- 10. The teacher shall pay for his/her expenses, including any witnesses and/or representation. All other expenses of the hearing shall be paid by the district.

D. CONTRACT

This contract is in effect for the duration of the 2024-2025 school year

E. SUPPLEMENTAL CONTRACT

TEACHER'S CONTRACT UNIFIED SCHOOL DISTRICT #420

It is hereby agreed, by and between the Board of Education of Osage City Unified School District #420, in Osage City, State of Kansas, hereinafter called the board and hereinafter called the teacher: that the teacher is hereby employed by the school district 178 contract days beginning on August 13, 2024, and to perform the following services in conformity with Kansas law and the policies of the board:

To teach all days when school is regularly scheduled; or re-scheduled;

To make and file all reports required by the Board or Superintendent;

To attend professional meetings authorized by the Board or Superintendent;

To cooperate with the administrators and other teachers in planning and coordinating the teaching program;

To perform those professional services and other assignments as mutually agreed upon by the Board or it's representative and the teacher as listed herein:

TEACHER Step Column Total Salary \$
Off Table \$

For these services the board agrees to pay the teacher: An annual salary of \$ dollars, to be paid in 12 monthly installments on or before the 16th day of each calendar month.

If sufficient hours are earned to qualify for the next salary column by September 1 of each year, this contract will be altered accordingly. It is the teacher's responsibility to furnish a certified transcript of all additional college hours annually by September 1.

The board reserves the right to assign or re-assign said teacher to such buildings and/or work level assignments which best serve the district.

The school administrators shall assign teacher's extra duties as necessary to efficiently organize the school programs.

This contract shall be void if the teacher fails to have on file with the Board continuously during employment a valid Kansas Teacher's Certificate or an application in process with the State Department of Education for a certificate for the level at which he/she is employed and for the subjects that he/she is employed to teach. Failure to perform any part of the above state duties shall be cause for termination of entire contract. Index positions shall be assigned by a supplementary contract and shall be assigned at the pleasure of the Board.

If the board finds that it cannot legally finance the salary, it reserves the right to reduce all employees' salaries on an equal percentage basis in order to stay within the budget law (K.S.A. 79-2935) and cash basis law (K.S.A. 10-1110) of the State of Kansas.

This contract shall be covered by the Continuing Contract Law (K.S.A. 5410, 5411, and 5412).

The board shall allow 12 days of discretionary leave for each school year of contracted service accumulative indefinitely, two bereavement days and three family bereavement days per year non-accumulative according to policy. The board will contribute \$657.09 per month (\$7,859.88 per year) to Blue Cross (or current group health plan) for each qualified employee enrolled in the district's group health policy on a use it or lose it basis. In compliance with a resolution passed by the board at a legal meeting held on the day of *Month Year*, we hereunto subscribed our names this day of *Month Year*.

Board of Education	
President	Teacher
Attested by Clerk of the Board	

UNIFIED SCHOOL DISTRICT NO. 420 OSAGE CITY, KANSAS

SUPPLEMENTAL TEACHER CONTRACT

This contract was made and entered into this 11th day of September, 2024, by and between the Board of Education of Unified School District No. 420, Osage City, State of Kansas, hereinafter called **board** and hereinafter called **teacher**.

Attested by Clerk of the Board		
President	Employee	
BOARD OF EDUCATION		
In compliance with a resolution pa 11, 2024 we hereunto subscribed o		
Said salary payable in 12 monthl September. Pursuant to K.S.A. 72 of the Teacher's Basic Contract, bu	2-5412A, this contract is supplen	2
The parties hereto agree that the tesaid Unified School District No. 4 as defined and scheduled by the I begin as needed:	120, Osage City, Kansas, for the	2024-2025 school year,
hereinafter called board and	hereinafter called <u>teacher</u> .	City, State of Kansas,

NEGOTIATIONS

A. PROCEDURES

Negotiations between OCNEA and U.S.D. #420 Board of Education shall be conducted under the following criteria:

1. Obtaining Objectives

The process described in this agreement is dependent on mutual understanding and cooperation. Both parties agree to meet at reasonable times and to negotiate in a good-faith effort to reach agreement on matters relative to terms and conditions of professional services.

2. Meeting Procedures

Negotiating sessions shall take place in open meetings. Requests for meetings shall be made in writing by either the chief negotiator with time and place mutually agreed upon. Meetings shall be scheduled to avoid conflicts with duties of association and board representatives. All proposals will be written as it would be stated in the Master Contract. The proposals will have a date and which offer or counter offer is being presented.

3. Agreements

Negotiated items tentatively agreed to by the teams will be presented to the board and the association at the end of the negotiations sessions. Such agreements becomes binding when ratified.

4. Ratification

Ratification shall require a majority vote of the members of the Board and a majority vote of the members of the Association. "Association Member" shall mean any person employed by the district in an instructional or teaching capacity who is required by law to hold a teaching license for the position held by the member. A majority of Association members must be present at the time of voting. Absentee ballots may be requested.

B. COPIES OF MASTER CONTRACT

The Board of Education will furnish all professional employees a copy of the negotiated agreements with the issuance of a professional employee contract for the year governed by the negotiated agreement. Copies of the policy shall be electronically produced for employees. A hard copy will be furnished to any teacher upon written request submitted to the Board Office by September 1. The Board will furnish five (5) bound copies of this agreement to the association for its use.

C. REQUEST FOR MASTER CONTRACT FORM

				•	
Negotia	ted Agreement				
		Due:	September 1		
		Во	ard Office		
	be provided with a he current year.	negotia	ated agreement	furnished by	the Board of
eacher:					
)ate·					

TEACHER EVALUATION

Developed and Prepared by Site Based Council Evaluation Committee ======== Mr. W. Dale Lilly, Superintendent of Schools ======== **Representing the Administration:** Mr. David Carriger, Osage City High School, Principal Mrs. Jill Smith, Osage City Grade School, Principal ======== **Representing the Teachers:** Mr. Neil Johnson, Evaluation Committee, Co-Chairperson Mr. Bob Hamman, Evaluation Committee, Co-Chairperson Mrs. Diana VanNice, Evaluation Committee, Member Mrs. Delores Rieck, Evaluation Committee, Member ======== **Representing the Community:** Mrs. Karen Richard, Parent _____

Dated: Spring, 1995

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TEACHER EVALUATION

Mission Statement

The evaluation process shall be a coordinated effort among the teacher, the administrators, and the Board of Education to maintain and improve quality instruction for all students in order to enhance the district's mission that "All Can Achieve".

<u>Purpose</u>

The main purpose of the evaluation system is for the improvement of individual teacher performance. The system is not designed to compare the performance of one teacher to another. The developers of the evaluation system believe that:

- The evaluation process will improve instruction for all students.
- The evaluation process will communicate standards and expectations for district wide teacher performance and responsibilities.
- The evaluation process will enable teachers and administrators to identify clearly areas for teacher growth.
- The evaluation process will provide information and documentation for decisions regarding teacher assignments, retention, and dismissal.
- The evaluation process will meet local, state, and federal requirements pertaining to teacher evaluation.

General Evaluation Procedures

- A. All teachers will be evaluated on the basis of policy and criteria outlined in the body of this section and will be in written form.
- B. The evaluation of licensed personnel in Kansas is governed by KSA 72-9001 through 9006. The statute requires each local board of education to adopt written policies of personnel evaluation procedure.

The statute also includes timelines for evaluations, which are consistent with the requirements of evaluation on a "regular basis," as required by the ESEA Waiver. Those timelines are:

First two consecutive years of employment: at least one time per semester by not later than the 60th day of the semester.

Third and fourth years of employment: at least one time each school year by not later than February 15.

Fifth year and beyond: at least once every three years not later than February 15 of the school year in which the employee is evaluated.

C. Evaluation of the teachers will be conducted by the building principal. The superintendent shall have the option of participating in individual evaluations.

- D. All evaluations of the professional performance of a teacher will be conducted openly and with his/her prior knowledge. The use of eavesdropping, public address or audio systems, here-say evidence, or similar surveillance devices is strictly prohibited.
- E. If a teacher does not meet expectations in any area being evaluated, the evaluator must submit in writing a recommended action plan for remediation.
- F. The evaluator may have access to and may review previous evaluations.
- G. The evaluator shall review the evaluation in consultation with the teacher, who shall have the right to include remarks, statements, etc., concerning such evaluation not later than two (2) weeks after the formal evaluation. All remarks, and addendums, by the teacher must be made upon the original evaluation sheet or subsequent sheets, and the existence of such sheets will be properly noted on the original evaluation sheet. Signature of both the evaluator and the teacher shall be affixed to these statements. A teacher's signature upon the evaluation is required, but does not necessarily constitute approval of such evaluation. The teacher shall receive a signed copy of the evaluation report. This final evaluation report will be sent to the superintendent by April 10.
- H. Teachers not being able to meet the evaluation deadline because of an extended leave shall, with the administration, mutually agree upon a later evaluation date.
- I. Evaluation forms shall be standardized throughout the district and shall be available to the teachers upon request.
- J. These policies do not preclude informal conferences or observations between teacher, principal, and superintendent.
- K. As per Senate Bill 574, "Persons to be evaluated shall participate in their evaluations, and shall be afforded the opportunity for self-evaluation".

Security of Evaluation Documents

- A. It shall be the responsibility of each building principal and the superintendent of schools to maintain the security of all evaluation documents to the end that the provisions of Kansas law relative to access to evaluation documents may be fully and completely observed. Evaluation documents shall be maintained in a personal file for each teacher for a period of not less than three (3) years from the date each evaluation is made.
- B. All evaluation documents shall be considered confidential and shall be available to the teacher, all school administrators of USD 420, the Board of Education of USD 420 while in official meeting, to the State Board of Education, the board attorney at the request of the Board of Education of USD 420, and upon order of a court which has competent jurisdiction.
- C. Evaluation documents shall be available to the Board of Education and/or administrative staff of schools to which the employee applies for employment.

Evaluation documents of individual teachers will be released to any person specified by the teacher in writing to the Board of Education of Unified School District 420.

Criteria A.

For all teachers, the evaluation shall be related to the job description for their position and the criteria listed in this and the following sections of this policy.

1.0 Planning

- 1.1 The teacher plans effectively.
- 1.2 The teacher selects materials that correlate to instructional plans.

2.0 Teaching Strategies

- 2.1 The teacher uses a variety of teaching strategies that are appropriate to learners, objectives, and content.
- 2.2 The teacher demonstrates effective teaching skills.
- 2.3 The teacher establishes and maintains learner involvement in the learning tasks.
- 2.4 The teacher provides appropriate feedback and reteaching as necessary.
- 2.5 The teacher is knowledgeable in content areas.

3.0 Classroom Management

- 3.1 The teacher develops rules, guidelines and expectations related to student behavior.
- 3.2 The teacher provides a positive climate conducive to learning.

4.0 Evaluation of Progress

- 4.1 The teacher evaluates his/her own effectiveness in terms of student performance.
- 4.2 The teacher assesses student performance.
- 4.3 The teacher communicates progress to students and parents.

5.0 Professional Development and Leadership

- 5.1 The teacher participates in professional development.
- 5.2 The teacher provides leadership.
- 5.3 The teacher works cooperatively with peers, administrators, and community members in planning and implementing curriculum/extra-curricular activities.

6.0 Professional Responsibility

- 6.1 The teacher demonstrates professionalism.
- 6.2 The teacher adheres to school policies.

7.0 Communicates Effectively

7.1 The teacher writes and speaks clearly, correctly, and effectively.

Criteria B.

The teacher evaluation system shall be a continuous process consisting of the following phases:

Pre-conference

- 1. Classroom observations
- 2. Post-conference
- 3. Self-evaluation
- 4. Self-report
- 5. Principal's assessment
- 6. Summative evaluation conference
- 7. Options for professional development

Pre-Conference:

A pre-conference shall be conducted prior to the classroom observation to allow the teacher and principal an opportunity to discuss planning, instruction, and the students. This conference will inform the principal about what will occur during the observed lesson and set a date and time for the classroom observation.

Classroom Observation:

The classroom observation shall be conducted by the principal for a significant part of the instructional period on the time and date prescribed in the pre-conference. Principals should keep a written record of the observation(s) to be used during the post-conference. Two visits, one being of twenty minutes duration, will be considered a minimum for classroom observation.

Post-Conference:

The post-conference should be held with the teacher as soon as possible after the classroom observation. At this time, the teacher and principal discuss the lesson, the students, and the teacher's and principal's reactions about the lesson.

Self-Evaluation:

Self-evaluation will be considered an important part of the total evaluation program. Prior to the formal evaluation conference, teachers will be expected to thoughtfully and carefully evaluate themselves on the district's adopted evaluation criteria. Self-evaluation is optional according to Senate Bill No. 574. If a teacher opts for self-evaluation, then it will serve as a portion of the basis for the formal evaluation conference. The self-evaluation form, completed prior to the formal conference, will not be placed in the personnel file unless requested by the teacher

Self-Report:

Prior to the summative evaluation, teachers have the opportunity to construct a self-report which summarizes the teacher's activities relating to such topics as professional development, leadership, and cooperation with peers, administrators, and community members.

Principal's Assessment:

The principal's assessment determines the teacher's rating on the criteria of professional responsibility. Based upon observation of the teacher in the school setting, the principal will determine whether the teacher demonstrates professionalism and adheres to school policy.

Summative Evaluation:

The principal completes the summative evaluation report based on the information obtained from the multiple sources used in the evaluation process. This written report shall give recognition to the positive aspects of the teacher's performance as well as noting any areas in which deficiencies were observed. The report will include a clearly stated recommendation concerning employment status for the next school year.

Plan for Professional Development:

The final step in the evaluation process includes the plan for professional development based on evaluation results. The competencies and indicators selected for this plan should be those receiving the lowest scores during the evaluation process or those mutually agreed upon by the teacher and principal. No more than three competency areas should be identified for any individual plan.

Criteria C:

In the event that the teacher feels that his/her evaluations by the principal are inaccurate, unfair or incomplete, the teacher may request a review of the evaluations by the superintendent of schools. It will then become the responsibility of the superintendent to review all aspects of the evaluations in order to be objective and fair to all parties.

Teacher Summative Evaluation Form

Appendix 1

Osage City USD 420, Osage City, Kansas

Teac	her:	Evalua	tor:	_	
Posit	ion:	Date:			
	ng Key: ctation		4 = Doe	es Not Meet	
		2 = Meets Expectations 3 = Needs Improvement	5 = N/A	L	
Data	Source				
		= Classroom Observation	SR. = Self-R	-	
	CON	F. = Conference		•	
CRI	ΓERIA				
1.0	Plani	ning			
	1.1				
	1.2	The teacher selects materials that	correlate		
		to instructional plans.			
2.0	Teacl	hing Strategies The teacher uses a variety of teach strategies that are appropriate to l objectives, and contents.	O		
	2.2	The teacher demonstrates effective skills.	e teaching		
	2.3	The teacher establishes and maint involvement in the learning tasks.			
	2.4	The teacher provides appropriate and reteaching as necessary.	feedback		
	2.5	The teacher is knowledgeable in co	ontent areas.		
<u>JUST</u>	ΓIFICA	TION/COMMENTS			
CRI	ΓERIA			RATING	DSU
3.0	Class	sroom Management			
	3.1	The teacher develops rules, guidel expectations related to student bel			
		45			

3.2 The teacher provides a positive climate conducive to learning.

JUSTIFICATION/COMMENTS

4.0 Evaluation of Progress

4.1 The teacher evaluates his/her own effectiveness in terms of student performance.

4.2 The teacher assesses student performance.

4.3 The teacher communicates progress to students and parents.

JUSTIFICATION/COMMENTS

5.0	Prof	Professional Development and Leadership			
	5.1	The teacher participates in professional development.			
	5.2	The teacher provides leadership.			
	5.3	The teacher works cooperatively with peers, administrators, and community members in planning and implementing curriculum/ extra-curricular activities.			

JUSTIFICATION/COMMENTS

CRITERIA			RATING	DSU
6.0	Prof	essional Responsibility		
	6.1	The teacher demonstrates professionalism.		
	6.2	The teacher adheres to school policies.		
<u>JUST</u>	ΓIFICA	ATION/COMMENTS		

7.0	Communicates Effectively	
,	7.1 The teacher writes and spea correctly, and effectively.	aks clearly,
<u>JUSTII</u>	FICATION/COMMENTS	
ADDIT	TIONAL COMMENTS	·
<u>Signat</u>	ures do not indicate agreement bu	t that evaluation results have been shared.
Teach	er:	Evaluator:
Positio	n.	Date.

Appendix 2

Evaluation Form Descriptors

1.0 Planning

1.1 The teacher plans effectively.

Descriptors:

- Relates clear objectives to students for each lesson
- Has material, supplies, and equipment ready
- Provides evidence of short- and long-range planning
- Uses a course outline, scope and sequence, syllabus, and/or timeline for meeting instructional goals
- Adapts plans to meet the individual needs and capabilities of students
- Reflects attention to higher order thinking skills and mastery of basic skills
- Uses adopted, approved district textbooks and/or curriculum guides
- Provides appropriate plans for teacher and/or substitute
- 1.2 The teacher selects materials that match instructional plans.

Descriptors:

- Includes instructional materials related to higher and lower order thinking skills
- Selects a variety of instructional materials

2.0 Teaching Strategies

2.1 The teacher uses a variety of teaching strategies that are appropriate to learners, objectives, and content.

Descriptors:

- Demonstrates a variety of instructional techniques such as directed, non-directed, and cooperative learning
- Uses appropriate resource people/consultants
- 2.2 The teacher demonstrates effective teaching skills.

Descriptors:

- Demonstrates a clear description of the learning task
- Presents the lesson (content)
- Uses a variety of questioning techniques
- Uses guided practice, independent practice
- Summarizes the instructional activity

2.3 The teacher establishes and maintains learner involvement in the learning tasks.

Descriptors:

- Uses verbal and nonverbal clues
- Uses proximity to monitor learner involvement and work
- Maintains deadlines and schedules
- 2.4 The teacher provides appropriate feedback and reteaching as necessary

Descriptors:

- Uses oral and written work products to check progress
- Provides individual assistance, as needed
- Reviews and reteaches, when necessary
- 2.5 The teacher is knowledgeable in content areas

Descriptors:

- Provides correct and current information
- Uses accurate and up-to-date materials and equipment

3.0 Classroom Management

3.1 The teacher develops classroom rules, guidelines, and expectations related to student behavior

Descriptors:

- Applies reasonable, consistent, and specific consequences for inappropriate student behavior
- Uses appropriate classroom management techniques
- Maximizes time-on-task
- 3.2 The teacher provides a positive climate conducive to learning

Descriptors:

- Establishes an attitude of mutual respect, tolerance, and cooperation
- Demonstrates understanding and encouragement
- Provides appropriate assistance
- Ensures equitable participation
- Strives to maintain a clean, safe, attractive, and orderly classroom
- Displays educational and/or student work in the classroom

4.0 Evaluation and Communication of Student Progress

4.1 The teacher evaluates his/her own effectiveness in terms of student performance.

Descriptors:

- Implements improvement strategies based upon self-evaluation
- Evaluates teaching and modifies lessons when necessary
- 4.2 The teacher assesses student performance

Descriptors:

- Uses a variety of evaluation techniques and procedures
- Uses a variety of assessment data to diagnose student progress (norm-referenced, criterion-referenced, teacher-made, and/or state assessments)
- Uses data to improve content/curriculum for increased student achievement
- 4.3 The teacher communicates progress to students and parents

Descriptors:

- Provides specific feedback to students
- Returns student work promptly
- Explains state standards and assessment information to parents

5.0 Professional Development and Leadership

5.1 The teacher participates in professional development

Descriptors:

- Continues to grow professionally through continuing education
- Participates actively in staff development activities
- Uses new approaches/techniques and evaluates their success
- Stays informed of latest educational developments

5.2 The teacher provides leadership

Descriptors:

- Creates and/or shares materials with other teachers
- Demonstrates willingness to assume leadership positions in the school/school district
- Takes active role in solving school problems
- 5.3 The teacher works cooperatively with peers, administrators, and community members in planning and implementing curriculum/extra curricular activities.

Descriptors:

- Maintains a positive attitude toward students, faculty, and community
- Sponsors and/or supports student activities
- Serves on school committees
- Supports community activity

6.0 Professional Responsibility

6.1 The teacher demonstrates professionalism

Descriptors:

- Serves as a positive role model
- Fosters good relationships between school and community
- Adheres to professional ethics
- 6.2 The teacher adheres to school policies

Descriptors:

- Adheres to laws, policies, rules and regulations
- Attends meetings and other scheduled activities as assigned
- Handles routine administrative and clerical matters promptly, accurately, and with up-to-date records
- Provides appropriate supervisory responsibilities
- Is punctual
- Maintains satisfactory record of attendance

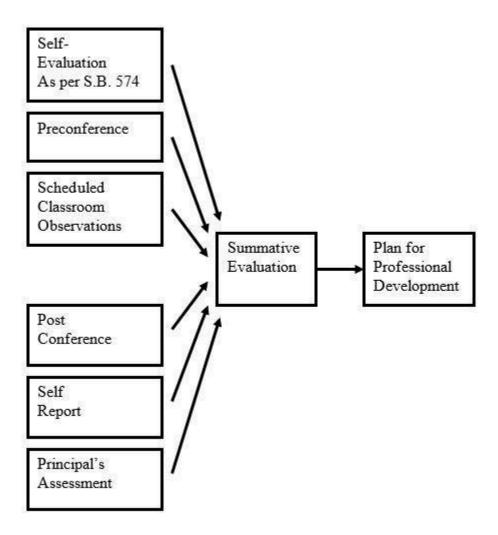
7.0 Communicates Effectively

7.1 The teacher writes and speaks clearly, correctly, and effectively

Descriptors:

- Uses appropriate grammar
- Uses appropriate vocabulary and style for level of audience

Model of Major Component of Teacher Evaluation System



Appendix 4

4	Date:	End-of-year Assessment				ave discussed the ascribed Date: Date:
Appendix 4	n of three areas identified for	Mid-year Review				We, the undersigned, have discussed the Assessment Results described Toacher: Date: Date:
opment	Teacher: Evaluator: Date: Date	Assessment Methods(s)				Activities, Timelines, Date: Date: (Attach additional sheets if more space is needed)
Jevel	ier's evalu	Time Line	1 .			addit lonal
Plan for Professional Development	veloped from the teach	Proposed Activities				We the undersigned agree upon the Goals/Objectives, Activities, and Assessment Method(s) listed Teacher:
Plan for P	Teacher:Position:Position:Position:Position:Position:Position:Position:	Goals/Objectives (PDP_related)				We the undersigned agree upon the and Assessment Nethod(s) listed Teacher:
	Teacher: Directions: Professional De	Area	Competency Area: Indicator(s):	Competency Area: Indicator(s):	Competency Area: Indicator(s):	We the undersignand Assessment Teacher:Evaluator:

Appendix 5

