



2024-2025 AGREEMENT

**SILVER LAKE N.E.A. TEACHERS'
ASSOCIATION**

AND

**BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT NO. 372**

**SILVER LAKE
SHAWNEE COUNTY, KANSAS**

DEFINITIONS

I: NEGOTIATED AGREEMENT

A: DURATION OF AGREEMENT

II: PROFESSIONAL SCHEDULE

A. PROFESSIONAL DEVELOPMENT AND CALENDAR

III: CONDITIONS OF EMPLOYMENT

A. DUTIES

1. Length of Duty
2. Preparation Time
3. Extra Duty and Supplemental Schedule
4. Lunch Period
5. Publications Provided
6. Appearance
7. Bus Loading
8. Student Teacher
9. Liquidated Damages

B. FACILITIES AND SUPPLIES

C. COMPLAINTS CONCERNING PROFESSIONAL EMPLOYEES

IV: LEAVES

A. LEAVE

1. NUMBER OF DAYS/COMPENSATION
2. SICK LEAVE BANK

B. BEREAVEMENT LEAVE

C. MILITARY LEAVE

D. JURY DUTY LEAVE

E. PROFESSIONAL DEVELOPMENT LEAVES

F. EXTENDED UNPAID LEAVES

G. ASSOCIATION LEAVE

H. MATERNITY AND PATERNITY LEAVE

V: COMPENSATION

A. SALARY SCHEDULE 2024-2025 SCHOOL YEAR

B. NOTES

C. SUPPLEMENTAL PAY SCHEDULE

1. Application
2. Extended Coaching Contract

D. EXTRA DUTY

E. SPECIAL CONTRACTUAL OBLIGATIONS

F. SIGNING BONUS FOR NEW TEACHERS (Optional)

VI: BENEFITS

A. SALARY PROTECTION INSURANCE

B. FRINGE BENEFIT PROGRAM

1. Amount

2. Benefits Committee

C. SALARY REDUCTION

D. HEALTH CERTIFICATES

E. TUITION REIMBURSEMENT

VII: TERM OF EMPLOYMENT

A. JOB VACANCIES

B. TRANSFERS

C. REDUCTION IN STAFF

1. Reduction

2. Recall Procedures

D. RESIGNATIONS

E. IMMEDIATE TERMINATION: NON-PROBATIONARY AND PROBATIONARY TEACHERS

F. NONRENEWAL: NON-PROBATIONARY TEACHERS

G. RETIREMENT

VIII: GRIEVANCES

A. PURPOSE

B. PROCEDURES

Level 1

Level 2

Level 3

Level 4

Level 5

C. GENERAL PROVISIONS

1. Grievance Request

2. Conferences

3. Reprisals

4. Communications

IX: STAFF PROTECTION

STAFF PROTECTION AND SUPPORT

WORK-RELATED INJURY

X: EVALUATION

A. REQUIREMENTS

B. ADOPTION

1. PURPOSES

2. PERFORMANCE RATING SCALE

3. THE PROFESSIONAL TEACHING COMPONENTS

C. PROCEDURES FOR EVALUATION

D. FILES

E. EVALUATION TOOL

DEFINITIONS

1. Professional Employee

Any person employed by the Board of Education in a position which requires a license issued by the state Department of Education, Department of Health and Environment, or employed by the Board of Education in a professional, educational, or instructional capacity, excluding administrative employees, substitute teachers not under written contract, and school nurses. (2008)

2. Non-Probationary Employee

Any professional employee who has been issued their third consecutive contract with USD 372. (2022)

3. School Days

Any day when students are in attendance, plus in-service days and any other days when the professional employee is required to be on duty, whether or not students are in attendance.

4. Grievance

Any complaint involving the alleged violation, misapplication or misinterpretation of any provision of the Negotiated Agreement or of the professional employee's individual contract of employment, with the exception of transfer.

5. Days

Calendar days

6. School Term

The School Term will consist of 184 contract days, which includes 173 student contact days, two parent/teacher conference days, three work days, and six professional development days. Contract days and student contact days are interpreted to be the maximum number of days allowable. The Board of Education retains the right to reduce the number of contract days and/or student contact days independent of the other. (2022)

7. Grievant

Any person subject to the grievance procedure who files a grievance.

8. Work Days

A contract day for teacher preparation without any other required duties. (2009)

9. Frozen

Due to vertical movement or previously being labeled as "off-scale," employees on the salary schedule who have reached the final cell of their education column will now be considered frozen. All employees who are frozen or previously labeled "off-scale" maintain the opportunity to advance horizontally to the next education column if one exists. (2024)

I: NEGOTIATED AGREEMENT

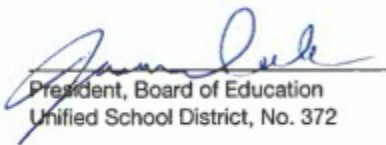
A: DURATION OF AGREEMENT

The Agreement shall govern the rights, as provided in this Agreement, of the Board and the Silver Lake N.E.A. during the effective period from July 1, 2024 through June 30, 2025. This Agreement shall expire on June 30, 2025.

All articles of this Agreement may be reopened to negotiations if at any time during the term of this Agreement both parties mutually agree to renegotiate, or if a state mandate or any law, rule of regulation enacted by the State of Kansas causes any article, section or subsection of this Agreement to become null, void or inapplicable. Article V, Compensation, shall be renegotiated annually during the term of this Agreement.

For the 2024-2025 school term only, the Board of Education and the Silver Lake N.E.A. agree to reopen the contract for compensation discussions if the State of Kansas appropriates funding to Unified School District No. 372 for the current fiscal year that is in excess of the amount proposed by the Kansas Legislature as of the date this Agreement was signed.

This Agreement has been ratified by the professional employees and the Board of Education of Unified School District No. 372, Shawnee County, Kansas, pursuant to K.S.A. 72-5413 et seq.


 President, Board of Education
 Unified School District, No. 372

8-21-24
 Date


 President, Silver Lake N.E.A.

8-21-24
 Date

II: PROFESSIONAL SCHEDULE

A. PROFESSIONAL DEVELOPMENT AND CALENDAR

1. Professional Development programs or workshops will be counted as part of the contracted days, in accordance with K.S.A. 72-1106 et seq. The Professional Development Council (PDC), in conjunction with committees established through the building administration, will develop ideas and content for building professional development activities.
2. The Board of Education will allow five (5) consecutive days for the establishment of a spring break. Dates for spring break will be made with consideration of surrounding school districts, area vocational school, and cooperative agreements between other school districts.
3. When school is canceled due to inclement weather, days will not be rescheduled provided it does not cause total hours for the year to fall below state minimum.
4. The Board of Education has designated the following as work days:
 - a. Two (2) full days at the beginning of the first semester for grade school staff
 - b. One (1) full day at the beginning of first semester for junior/senior high school staff, and
 - c. One (1) full day at the end of the first semester for junior/senior high school staff. (2019)
 - d. There will also be one (1) full workday for all faculty at the end of the second semester. Staff members may be excused from attending a work day or work days by submitting a written log of approved activities that were completed during the one (1) week prior to a scheduled work day. The log must be submitted to their building principal and must include approved activities totaling no less than six (6) hours and forty (40) minutes.
5. Two (2) days of parent-teacher conferences will be held each year. One (1) day each during the fall and spring semesters in grades PK-12 as designated by the Board of Education. (2023)
6. All professional staff new to the school district will be required to attend a one (1) day orientation established by the Board and the Silver Lake NEA. New staff will receive a stipend equal to one (1) day of substitute teacher pay for attending the orientation. This day will not count as a day in the 184-day contract. Faculty in their first year of teaching will be required to complete a state-approved mentoring program. This program will not exceed a total of 12 hours yearly outside of the contract hours. The mentoring program will lead to the licensure of new teachers. (2016)
7. The Board will allow for up to a maximum of 18 hours for department meetings upon superintendent approval. The Board will provide facilitators for departments who make written requests prior to June 30. These days will be compensated per Article 5, Section C, Subsection 20. These days will not count toward the 184 days in the regular contract.

III: CONDITIONS OF EMPLOYMENT

A. DUTIES

1. Length of Duty

The contract period will not exceed one hundred eighty-four (184) days. The makeup of the contract will consist of one hundred seventy-three (173) student contact days, two (2) parent/teacher days, three work days, and six professional development days. The length of a student contact day will be six (6) hours and forty (40) minutes, excluding lunch. Total student contact day including lunch is seven (7) hours and ten (10) minutes. The length of non-student contact days will be six (6) hours and forty (40) minutes; the district will attempt to provide (30) minutes at the end of the day as work and/or collaboration time. Any meetings scheduled during this time should be staff initiated. (2022)

Professional employees will report to their respective buildings for duty as assigned. All professional employees shall be on the premises at least twenty (20) minutes before the start of each school day and in their respective duty area fifteen (15) minutes before the start of the school day. Professional employees shall remain at least fifteen (15) minutes following the conclusion of the school day, unless authorized by the building principal to leave early. Time requirements may change as deemed necessary by the administration because of school-related meetings. This also applies to professional employees assigned to more than one building during the school year. (2016)

2. Preparation Time

The Board will attempt to provide 250 minutes weekly for the purpose of preparation. In the event an employee is requested or required to perform other tasks during his or her preparation time, the employee will be paid at the substitute rate of pay.

Such planning time may be subject to an occasional adjustment as a result of class periods being shortened for assemblies, activities, emergencies (i.e. weather, fire, security, etc.), shortened Contract days, or shortened weeks. (2011)

3. Extra Duty and Supplemental Schedule

Under normal conditions a substitute will be made available for all classes. In an emergency, the professional employee or employees may be assigned to work with their own students as well as those of another professional employee who is absent. If such an emergency occurs, the faculty member(s) will be paid an additional compensation at the rate of substitute teacher pay, and shall serve at the direction of the building principal.

Exceptions: If a substitute is not available for the professional employee listed below, their students will remain in their regular classroom and no substitute pay will be allowed.

- a. Learning Disabilities

- b. Title 1 Reading/Math
- c. Speech Therapist

4. Lunch Period

The Board of Education agrees to provide a consecutive thirty-minute lunch period free from student supervision, with the exception that elementary staff may be assigned to escort students to the lunch line. It is understood staff will not be required to supervise students while waiting to go through the lunch line after students are escorted to the lunchroom serving line.

5. Publications Provided

- a. Policy Handbook

A school Board policy handbook will be available in the school libraries on a regular checkout basis. One copy of the school Board policy handbook was given to the Association for its use.

- b. Negotiated Agreement

The Board of Education will furnish all professional employees an electronic copy of the Negotiated Agreement with the issuance of a professional employee contract for the year governed by the Negotiated Agreement. The Board will furnish one (1) copy of this Agreement per building to be kept in the Administrative office and one (1) copy to the Association for its use. (2009)

6. Appearance

Each professional employee is expected to be well groomed and neat while representing the school. Appropriate dress and appearance shall be related to the type of instruction offered.

7. Bus Loading

Instructors in the primary and intermediate areas will, on a rotational basis, be responsible to supervise the loading of buses for ten (10) minutes following the dismissal of students each day as assigned by the principal.

8. Student Teacher

All professional employees may (if desired) have one student teacher per school year. Placement of any available student teachers shall be the decision of the administration in cooperation with area colleges. The professional employee may have the option of refusing a student teacher. The length of time a professional may have a student teacher will be determined by the administration and cooperating college.

9. Liquidated Damages

Certified staff requesting release from contract after the statutory teacher notice date must contribute to the cost of such release according to the following liquidated damage schedule. The payment may be withheld from the teacher's last paycheck or may be paid by a cashier's check. The board shall have the discretion to waive or reduce the liquidated damages amounts listed below. (2023)

1-30 days after the statutory notice date - \$750

31 days after notice date to beginning of the school year - \$1500

Teachers desiring to be released from contract during the school year - \$2000

B. FACILITIES AND SUPPLIES

1. Each school year professional employees are allowed to purchase items totaling \$40.00 for use in their classrooms without obtaining permission from the superintendent or principal. When a ticket or cash register tape is presented to the superintendent's office, the professional employee will be reimbursed for such items following the next regular Board meeting. School supplies and materials are required to be ordered on purchase orders through the superintendent's office; however, in an emergency situation, professional employees who obtain permission from the superintendent or principal to pick up items locally may do so without that amount being taken off their \$40.00 allowance. (2016)
2. Forms will be provided to each professional employee to request supplies and materials needed for the year. If supplies and materials are not sufficient, the professional employee may ask for additional supplies and materials at a later date.

C. COMPLAINTS CONCERNING PROFESSIONAL EMPLOYEES

1. All complaints should be handled at the lowest level possible – including those brought by students, parents, community members or other interested individuals.
2. All complaints directed toward a professional employee will be brought to the immediate attention of the employee, including the name(s) of complainant(s), regardless of who the initial complaint is made to. This will include another professional employee, a principal, the superintendent, an individual Board member or the Board as a whole in executive session.
 - a. The rationale being that in order to deal with the complaint the professional employees must first understand the nature, those involved in the complaint, and be given the opportunity to directly resolve the problem with those making the complaint.
3. Communication of Complaint
 - a. All complaints will be referred to the affected employee or employees at the lowest level.
 - b. Example – If a professional employee receives a complaint concerning another professional employee, the professional employee will be informed by the person who received the complaint as soon as possible.

- c. If a principal receives the complaint it will immediately be referred back to the affected professional employee.
 - d. If the superintendent receives the complaint, it will be referred to the principal who will in turn immediately refer it to the affected employee.
 - e. If an individual Board member or the Board as a whole receives a complaint, it will be communicated to the superintendent who will refer it to the building principal, then to the employee.
 - f. The professional employee shall have the opportunity to answer the complaint verbally or in writing. The professional employee's response shall be communicated to the complainant by the Board or its designee and shall be attached to any retained record of the complaint.
 - g. In the event that complaint is determined by the Board or its designee to be placed in the professional employee's file or used in the performance evaluation, the employee will be given a written account of the complaint (even if it is oral); the professional employee shall have the opportunity to respond in writing or orally. If the complaint is made to the Board (in executive session) the response will be communicated to the Board as a whole and attached to the original complaint.
 - h. In the event a sexual harassment complaint is filed against a professional employee, confidentiality of the complainant will be maintained by the district throughout the investigation.
4. No material derogatory to the professional employee shall be placed in the professional employee's personnel file unless the professional employee has had the opportunity to review and respond. Due process will be followed for all professional employees. Whenever a complaint regarding a professional employee is given at a district Board meeting during open session, the Board will immediately advise the complainant that the Board will not hear any complaints in open session in regard to any professional employee, but will listen to said complaints in executive session, and except in an emergency, the Board shall take no action until after a subsequent meeting when the professional employee will have been notified of the complaint and will have been afforded an opportunity to immediately respond thereto with or without representation at the professional employee's discretion.
5. It is important complaints against a professional employee be made directly to that professional employee by the complainant, if at all possible. If a resolution is not reached by these parties, the complaint should be brought to the principal for assistance. If not settled, it will then go to the superintendent's office. If a settlement is not reached, it will be taken to the Board for review and resolution.

IV: LEAVES

A. LEAVE

1. NUMBER OF DAYS/COMPENSATION

All professional employees shall be allowed (12) days of leave per school year; with the June payroll, the Board of Education will buy down professional employees unused leave above thirty (30) days at \$100 per day.

On or before the final work day, employees who have accrued over thirty (30) days of leave will notify the district office of one of the following: (2024)

1. The employee requests payment of \$100 per day for all days above thirty (30) days.
2. The employee wishes to “bank” all days over thirty (30) days, the total number of banked days cannot exceed forty-six (46) days.
3. The employee wishes to define a ratio of banked vs. buyback days.

Any days “banked” above the forty-two (42) days will be use-them-or-lose-them days at the end of service to the district. (2024)

An employee will not be paid for more than twelve (12) days at \$100 per day in a single year or for more than forty-two (42) days using the buyout clause described below. (2024)

Upon retirement or resignation, contingent upon meeting contractual obligations, non-probationary teachers will receive payment for a maximum of 42 days of unused leave at the employee’s daily rate of pay. Upon the death of the professional employee, the KPERS beneficiary will receive payment for a maximum of 42 days of unused leave at the employee’s daily rate of pay.

Leave may not be used during times established on the school calendar for parent/teacher conferences and professional development days. If an emergency exists for the Professional Employee, authorization for leave may be granted by the building principal. (2011)

2. SICK LEAVE BANK

PURPOSE: The purpose of the sick leave bank is to provide temporary relief (beyond accumulated personal leave) from the loss of pay due to catastrophic illness/or injury.

RECORD KEEPING: Record keeping regarding the bank shall be maintained by the district office staff.

MEMBERSHIP: All professional employees under the guidelines of this contract are eligible to participate as a donor and recipient in the sick leave bank. Only donors to the bank are eligible recipients.

- a. Donors: All professional employees under the guidelines of this contract are limited to donating one (1) day per contract year to the bank by signing a form from the district office

on or before September 1st of each new contract year. When a request is made for sick leave bank use, names of the individuals who have donated days to the bank will be placed into a lottery and drawn to determine which individuals will donate one (1) day for the sick leave request (maximum 10 days). Participants will be notified if their name is drawn from the lottery and one (1) leave day will be deducted from the certified member's leave days. Individuals granted use of the sick leave bank will be removed from the lottery for the remainder of the year.

If a professional employee commits to donate to the sick leave bank, but is out of personal leave days when his/her name is drawn in the lottery, said individual will have one (1) day of salary (1/184th of base salary) deducted from their next scheduled payroll.

- b. Recipients: All professional employees under the guidelines of this contract who have donated to the bank are eligible to request no more than 10 days annually from the sick leave bank after all personal leave days are exhausted. A recipient can apply to the bank because of a catastrophic illness/injury that has been substantiated by a physician. Documentation from the physician must be presented with the request. A committee composed of three professional employees enrolled in the sick leave bank will either approve or deny the request to use the sick leave bank. Two members of the committee will be members of the local association; the third member of the committee will be appointed by the superintendent of schools. This committee will also be responsible for drawing names for the lottery (2008).
- c. Existing Days: Days remaining from the original establishment of the sick leave bank will be carried over from the previous pool of days. Those individuals who still owe personal leave days to the sick leave bank, due to prior use, will repay these days until previously used days are paid back. These days will be deposited into the sick leave bank and used first before lottery days are used.

B. BEREAVEMENT LEAVE

Each Professional Employee will be allowed a maximum of five (5) days at the Professional Employee's discretion per occurrence for the death of a family member of the Professional Employee or the Professional Employee's spouse. Bereavement leave shall be non-cumulative. In the event of hardship cases, exceptions may be granted by the Superintendent. (2011)

C. MILITARY LEAVE

All professional employees, when called to active military duty during a national crisis, local emergency, or mandatory maneuvers, shall be paid for actual time lost less the amount of compensation paid to them by the military. The employee must furnish the superintendent of schools a statement from the military indicating actual monetary compensation, exclusive of travel pay, paid to the employee and the days on which military duty was performed. Professional

employees shall be absent from teaching duty for three days (must use leave days if available) prior to being granted an additional 10 days under this clause. (2007)

D. JURY DUTY LEAVE

All professional employees, when summoned for jury duty, shall be paid for actual time lost less the amount paid to said employees by the court. Each employee must furnish the superintendent of schools a statement from the court indicating, in detail, the amount of compensation (of all types) paid such employee and the days on which jury duty was performed by said employee.

E. PROFESSIONAL DEVELOPMENT LEAVES

All professional employees shall be allowed two (2) professional development days' pay per school year for the purpose of visiting other schools, attending conferences and workshops. A written application must be submitted to the applicant's principal or the superintendent of schools at least five (5) school days prior to the date of the professional development leave requested. If approved by the building principal and superintendent, the registration fees will be paid by the district. A district vehicle will be provided for transportation. If a district vehicle is not available, the professional employee will be paid for mileage at the then current Kansas Private Vehicle Mileage Rate. In the event that more than one professional employee attends the same conference or workshop, only one mileage will be paid. In addition, professional employees may be granted additional professional development leave to attend conferences and workshops upon the approval of the superintendent and building principal. (2016)

F. EXTENDED UNPAID LEAVES

Professional Employees in the District may be granted, subject to the approval of the Board, unpaid extended leaves. Such extended unpaid leave shall not be considered a termination of employment with said Professional Employees having the option of remaining in the District health insurance program by paying the monthly premiums for this purpose. All previously accumulated benefits and salary schedule placement will be retained for the Professional Employee when he/she returns upon completion of the extended leave. (2011)

G. ASSOCIATION LEAVE

The district will allow a pool of four (4) days for SL-NEA members to conduct KNEA and local association business, subject to prior approval of the superintendent and two weeks' notice.

H. MATERNITY AND PATERNITY LEAVE

Professional employees shall be granted five (5) days of maternity/paternity leave immediately following the the birth or adoption of their child or the placement of a foster child in their home. These days are non-cumulative, non-transferable, and must be used consecutively. (2023)

V: COMPENSATION

A. SALARY SCHEDULE 2024-2025 SCHOOL YEAR

Base	1	2	3	4	5	6	7	8	9
Step	BS	BS+10	BS+20	MS	MS+10	MS+20	MS+30	MS+40	MS+60/Spec
1	\$45,200	\$46,300	\$47,400	\$49,500	\$51,500	\$53,500	\$55,500	\$57,500	\$59,500
2	\$45,600	\$46,700	\$47,800	\$50,000	\$52,000	\$54,000	\$56,000	\$58,000	\$60,000
3	\$46,000	\$47,100	\$48,200	\$50,500	\$52,500	\$54,500	\$56,500	\$58,500	\$60,500
4	\$46,400	\$47,500	\$48,600	\$51,000	\$53,000	\$55,000	\$57,000	\$59,000	\$61,000
5	\$46,800	\$47,900	\$49,000	\$51,500	\$53,500	\$55,500	\$57,500	\$59,500	\$61,500
6	\$47,200	\$48,300	\$49,400	\$52,000	\$54,000	\$56,000	\$58,000	\$60,000	\$62,000
7	\$47,600	\$48,700	\$49,800	\$52,500	\$54,500	\$56,500	\$58,500	\$60,500	\$62,500
8	\$48,000	\$49,100	\$50,200	\$53,000	\$55,000	\$57,000	\$59,000	\$61,000	\$63,000
9	\$48,400	\$49,500	\$50,600	\$53,500	\$55,500	\$57,500	\$59,500	\$61,500	\$63,500
10	\$48,800	\$49,900	\$51,000	\$54,000	\$56,000	\$58,000	\$60,000	\$62,000	\$64,000
11		\$50,300	\$51,400	\$54,500	\$56,500	\$58,500	\$60,500	\$62,500	\$64,500
12		\$50,700	\$51,800	\$55,000	\$57,000	\$59,000	\$61,000	\$63,000	\$65,000
13		\$51,100	\$52,200	\$55,500	\$57,500	\$59,500	\$61,500	\$63,500	\$65,500
14		\$51,500	\$52,600	\$56,000	\$58,000	\$60,000	\$62,000	\$64,000	\$66,000
15			\$53,000	\$56,500	\$58,500	\$60,500	\$62,500	\$64,500	\$66,500
16			\$53,400	\$57,000	\$59,000	\$61,000	\$63,000	\$65,000	\$67,000
17			\$53,800	\$57,500	\$59,500	\$61,500	\$63,500	\$65,500	\$67,500
18			\$54,200	\$58,000	\$60,000	\$62,000	\$64,000	\$66,000	\$68,000
19				\$58,500	\$60,500	\$62,500	\$64,500	\$66,500	\$68,500
20				\$59,000	\$61,000	\$63,000	\$65,000	\$67,000	\$69,000

B. NOTES

- a. Staff off of the scale will not take a reduction in pay. They will be placed off the scale but in the column reflecting their education. Staff off of the scale will be entitled to the same horizontal advancement as those on the scale. (2009)
- b. Educational adjustments may be determined by presenting the board clerk with a copy of a grade card no later than September 10. The board clerk must receive evidence of degree completion by November 10.
- c. Summer lump sum compensation will be paid with the regular June payroll or as soon thereafter as state funds have been deposited, provided such payment is requested by the employee in writing on or before April 15 and any extended contract days have been served.

- d. Certified staff members who attain National Board Certification will receive an annual stipend equal to the State of Kansas statutory requirements based on the regulations of the Kansas State Department of Education, for the period of time the staff members maintains the Master Teacher Certificate.
- e. The Speech and Language Pathologist will be reimbursed in full for the yearly fees associated with maintaining their National Board Certification. (2019)
- f. For movement on the salary schedule, all application and impact professional development credit shall be accrued at the beginning of each column, with no carryover of professional development credit to the next column. Twenty professional development points equals one college credit hour. Horizontal movement of more than one step per year must be based on earned college credit. Placement on the salary schedule will be determined by documentation presented to the board clerk no later than September 10. Current professional development application and impact credit (last 5 years) may be used by current employees for movement on the salary schedule. (2011)

Vertical movement on the salary schedule shall be limited to one step per contract year.

Horizontal Movement past the Master's column: Hours for salary schedule advancement past the Master's column must be graduate level courses. Undergraduate credits may be used for salary advancement if they relate directly to classroom instruction and/or the additional certification/endorsement and if approved in advance by the Superintendent. Undergraduate hours taken past the Master's column not receiving pre-approval shall not be applied for eligibility for salary advancement. (2010)

- g. Teachers in their first year of teaching may elect to have $\frac{1}{2}$ of their first month's base salary forwarded to them on September 1st, with the remaining $\frac{1}{2}$ of their base salary paid to them with the first regular paycheck on September 20th. The staff member will submit their request in writing to the district office by August 25th. (2009)
- h. Staff frozen in columns four (4) through nine (9) will receive a % increase equal to the % increase on the base. For example, if the raise is a 1% on the base, the employee frozen in columns four (4) through nine (9) will receive a 1% increase. If the dollar value of the % increase for the employee is less than the step differential in that column, the employee will receive the step differential in lieu of the % increase. (2024)
Frozen staff will not always be frozen if they advance to new education columns that contain additional vertical steps. (2024)
- i. The speech-language pathologist is a specialized position. USD 372 will recognize years of clinical service toward vertical placement and will recognize clinic hours towards column placement on the salary schedule.

C. SUPPLEMENTAL PAY SCHEDULE

Year	24.25 Base
1	32310
2	32810
3	33310
4	33810
5	34310
6	34810
7	35310
8	35810
9	36310
10	36810
11	37310
12	37810
13	38310
14	38810
15	39310
16	39810
17	40310
18	40810
19	41310

For the purposes of paying supplemental salaries the percentages will be based on the following schedule

High School Coaches

Major	Major	Minor	Minor	
<u>Head Coach</u>	<u>Assistant Coach</u>	<u>Head Coach</u>	<u>Assistant Coach</u>	<u>A.D.</u>
13%	9.5%	11.0%	8.8%	12%

Junior High School Coaches

Major	Major	Minor	Minor
<u>Head Coach</u>	<u>Assistant Coach</u>	<u>Head Coach</u>	<u>Assistant Coach</u>
10%	7.6%	9.1%	7.5%

1. Application

- a. Major sports: Football, basketball, wrestling, volleyball, pompom, cheer.(2023)
- b. Minor sports: Baseball, cross country, track, softball, golf.
- c. Unified sports: Head Coach 2%; Assistant Coach 1% (2023)

2. Extended Coaching Contract

In the event an athletic team is involved in competition beyond its regular season, the coaches involved with such team shall receive additional compensation on a weekly basis for that period of extra duty time. Said compensation shall be included in the payroll period immediately following the final athletic event and shall be calculated as follows:

- a. Divide total coaching wages an individual coach receives for that particular sport by total number of weeks – beginning with first practice allowed by KSHSAA and ending with the last regular-season event – to determine weekly base wage.
- b. One week's additional salary will be paid to the head and assistant coaches whose teams/athlete(s) qualify to compete in the following postseason contests.

Football:	Regional Game (1 week) Sectional (1 week) Sub-State Game (1 week) State Game (1 week) Pom/Cheer (1 week total for football playoffs, if squad(s) perform; not to exceed \$200) (2023)
Volleyball:	State Tournament
Cross Country:	State Meet
Basketball:	Semifinal Game of Sub-State Tournament (1 week) State Tournament (1 week) Pom/Cheer (1 week total for basketball playoffs, if squad(s) perform; not to exceed \$200) (2023)
Wrestling:	State Tournament
Softball:	State Tournament
Baseball:	State Tournament
Track & Field:	State Meet [Head coach and any assistant coach who coaches event(s) with qualifying athlete(s)]
Golf:	State Tournament

- c. Competition or practice days for debate/forensics will be paid at the rate of \$40.00 per day of competition/practice/travel for up to a maximum of five days (\$200.00).

D. EXTRA DUTY

- 1. Approval to schedule any competitions/practices/travel for all sports and activities must be given prior to their occurrence by the building principal or his/her designated representative.
- 2. Junior-Senior prom sponsor: 2.5% for one prom sponsor. (2014)
- 3. Dance/activities chaperons: \$40.00 for each chaperon per dance/activity, including the junior-senior prom with no more than four chaperons per activity. This includes all required

dance/activity assignments. All dance/activity assignments will be voluntary unless insufficient number of personnel volunteers; then administrative assignments will be made.

4. Junior, senior or all high school play directors (when not included as part of the school day): 6% for director (one per play); 4% per assistant director, maximum of two people.
5. Junior high school play director (when not included as part of the school day): 4% per person, maximum of two people.
6. Play/musical set construction coordinator (when sets are required to be built) will supervise the design and construction of the sets: 3% (2014)
7. High school forensics: Sponsor – 12% Assistant Sponsor – 4%
8. High school debate: 12%
9. High school assistant debate: 4% (2013)
10. HS STUCO Sponsors: 2% (Max 3 Positions) (2006)
11. Junior high STUCO Sponsors: 2% (Max 2 positions) (2019)
12. High school flag team sponsor, pom sponsor, and cheerleading sponsor attendance and supervision-at in-state, school approved summer camps: Current substitute teacher pay per day up to a maximum of five (5) days. (2006)
13. Junior high school pep club sponsor: 2.5%
14. Scholars Bowl/High Q Sponsor: 6%
15. Accompanist: \$18.00 per hour. Adjustments to the starting salary shall be tied to previous performance-level accompanist experience and shall not exceed \$0.30 per year of experience (10 years max). The superintendent may make annual adjustments, thereafter, not to exceed \$0.30 per hour per year. (2024)
16. K-12 Guidance counselor: 10 day extended contract (2011)
17. School psychologist and School Social Worker (2022): 10 day extended contract each
18. K-12 librarian: 10 day extended contract (2011)
19. Ticket taking, scorekeeping, and crowd control: \$12.00 per hour (2022)
20. On campus committee work, curriculum work, detention room supervision, lunchroom supervision, School Improvement Team work, IEP's attended during a plan period or outside the duty day (not including IEP's done by school psychologist), after school weight room supervision, music program supervision (Elementary), before school gym-supervision: \$15 per hour. This provision will not apply to work associated with curriculum chair responsibilities. Lunchroom supervisors will be afforded the opportunity to receive one (1) free hot lunch during any assigned shift. (2015)
21. ALT Instructor: \$20 per hour (2019)
22. Concession stand supervision: For fall sports – 3%
 For winter sports – 4.5%
 For spring sports – 3%
23. Summer school: The faculty member will receive their professional daily rate of pay figured as an hourly rate for teaching summer school. One hour is equal to 45 minutes teaching/15 minutes for planning time. Summer driver education is not included in the above pay schedule. (2009)

24. Summer weight program: Each coach (maximum of 2 for the girl's program and 2 for the boy's program) will receive \$1,000.00. The days and times of the program will be approved by the high school principal. The coach(es) will supervise the students at all times.
25. Assistant Activity Sponsors: Professional employees who assist in administering jr/sr high school activities will receive \$90.00 per event. Any event covering more than one day shall be compensated at the given rate per day.
26. All extended contracts are payable at the rate of 1/184 of the contract salary for that individual.
27. In the event additional manpower were to be needed in the form of extended contracts calling for additional days for professional employees, these positions shall be voluntary and noticed in the teachers' lounges for a minimum of five days prior to the selection of personnel. Further, this announcement would include a specific description of the work to be performed and the requirements for the position. This announcement would also be copied to the Association. The personnel selected would also be posted.
28. In the event a professional employee agrees to teach a class on a regular basis_during his/her planning time, the professional employee will be paid 1/7 of his/her instructional salary for teaching that class. No employee shall be compensated for more than one class under these terms. A regular basis is defined as working eleven consecutive days in an assignment. Should a professional employee be paid at substitute rate during this time, compensation will be recalculated to reflect compensation based on instructional salary. (2017)
29. Junior/senior high school curriculum chair: \$1,200 (2015)
30. Elementary school curriculum chair: \$1,200 (2015)
31. All claims against the district for extra duty compensation which were incurred during the school term (184 day contract) are to be made no later than the certified employee's last required on-site work day for the school year.
32. National Honor Society: 1%
33. Curriculum Development aligned with developing formative assessments. \$25 per hour with administrative approval (2008).
34. Licensure Committee Chair: \$500 (2013)
35. Grading state writing assessments. \$25 per hour with administrative approval (2009)
36. All faculty members will receive a free family pass for home activities. The free family pass does not relieve any faculty member of his/her obligation to pay the district's student activity fee, if applicable. (2015)
37. Summer Drivers Education: One (1) classroom instructor will receive a \$1350 stipend per summer session. In-car instructors will receive \$140 per student that each instructor facilitates; the student must complete and pass the course. (2022)
38. Teachers who serve as mentors to colleagues in their first year in the teaching profession will receive \$1000 or the state reimbursement rate, whichever is higher. Teachers who serve as mentors to colleagues in their second year in the teaching profession will receive \$500 or the state reimbursement rate for second-year mentors, whichever is higher. For teachers to be eligible for the stipend they must (per KSDE Guidelines):
 - hold a **professional or accomplished level** teaching license;

- hold an assignment as a **classroom teacher** reported as educator type 1-5 in the Licensed Personnel Report (LPR) (1. Elementary, 2. Middle School, 3. Secondary, 4. SPED/ESOL, 5. CTE);
- have **three consecutive school years** of employment in the school district where they mentor;
- mentor **no more than two** new-to-the-profession teachers (classroom teachers in their 1st through 3rd years of teaching);
- complete a **mentor training program** (*based on the Teacher/School Specialist Mentoring Plan guidelines*)

39. FFA Sponsorship: 2 positions at 5% per position for work done outside the duty day. (2024)

E. SPECIAL CONTRACTUAL OBLIGATIONS

Some courses will require additional duties of the instructor. These courses will call for additional time and effort outside of the classroom setting and involvement in state organizations. These extra duties are considered crucial to the success of these programs and are considered part of the teaching responsibility that goes along with the teaching of the courses. Recognizing this, the district will compensate individuals who teach these courses for required duties associated with these courses. The following are considered special contractual obligations.

1. High school and junior high school band director combination	10%
2. High school and junior high school vocal director combination	10%
3. Grade school vocal director	9%
4. F.C.C.L.A	10%
5. High school yearbook sponsor (including photography)	6%
6. Theater (2 positions) (2006)	Director 4%
	Assistant 3%
7. Media Advisor (2007)	12%
8. Special Education/Inter-related Teacher Supplemental: 2.5% of the base salary from the Salary Schedule above. For clarification, this includes two elementary inter-related positions, Early Childhood Special Education position and three Jr-Sr high school inter-related positions. (This would be in lieu of hourly pay for the IEP meetings under Article V, Section C, item 20) (2014)	

F. SIGNING BONUS FOR NEW TEACHERS (Optional)

The Board reserves the right to offer a signing bonus of up to \$5000.00 to a new teacher in a discipline the Board determines has a shortage of available teachers. The bonus will be paid in two installments, with one half dispersed in September of the first year and the remaining one half being delivered in September of the third year if the teacher is still teaching in USD 372. The bonus payment is to be designated on the teacher's first and third contract. The bonus payment will be issued in a separate check. (2022)

VI: BENEFITS

A. SALARY PROTECTION INSURANCE

Salary protection insurance will be provided for all professional employees subject to this Agreement.

B. FRINGE BENEFIT PROGRAM

1. Amount

The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code. The Board shall make available a group health insurance plan (“the plan”) through the Kansas Education Insurance Trust (KEIT). For each full-time professional employee enrolled in the plan, the district will provide a benefit equal to the amount of the lowest cost option or Minimum Value Plan (employee-only coverage) available under the plan. (2018)

Professional employees hired prior to the 2001/2002 school year who maintain continual service with the district (exception RIF) and who are not enrolled in the plan will have the option to receive \$190 per month added to their regular salary (“cash option”) in lieu of receiving group health insurance under the plan. (2012).

Beginning with the 2001-2002 school year and thereafter, new employees to the district will participate in the school health insurance plan or forfeit insurance benefits (use or lose). No cash option will be provided to employees, except for those grandfathered employees as described above. The cash option shall not be extended to any additional employees and the amount of the cash option shall be frozen with no future increases following the district’s entrance date into the KEIT. (2012)

Full-time professional employees enrolled in the district’s health insurance plan for at least three (3) consecutive years immediately prior to retirement, with not less than ten (10) years of continuous full-time employment by USD 372 and who choose to retire prior to age 65, will have the option to continue participation in the health insurance plan until age 65 (either single or family membership plan), with the district continuing to pay 100% of district’s required contribution at the time of retirement. Participants in this retiree health benefit will have coverage until one of the following conditions is met. (2015)

- a. The retired employee drops the health insurance plan coverage. In this situation, he/she will not be eligible for coverage in the future.
- b. The retired employee becomes covered or eligible to be covered under a plan sponsored by another employer. In this situation, coverage will terminate at the end of the month in which the triggering event occurs.
- c. The retired employee reaches the age of 65 or dies. In this situation, coverage will terminate at the end of the month in which the triggering event occurs. (2015)

2. Benefits Committee

A committee consisting of at least one (1) elementary classroom teacher, one (1) junior high/high school classroom teacher, one (1) administrator, and one (1) classified employee shall be created by the local association president and Superintendent to identify and research insurance carriers, health and dental care plans and various other employee benefit options for consideration by eligible participants. The committee may present such employee benefit options to eligible participants for a vote to determine, subject to Board approval, the employee benefit options that will be offered by the district. (2014)

C. SALARY REDUCTION

Each employee executing a salary reduction agreement for benefits shall allocate an annual sum to be used for the purchase of:

- a. District sponsored health insurance;
- b. Life insurance from a company of their choice;
- c. Dependent Care;
- d. Unpaid medical/co-insurance;
- e. Dental;
- f. Cancer and dread disease insurance.

Any unexpended money committed by the employee for one of these benefits remaining at the end of the contract year shall revert to the Board.

1. The Board shall provide each employee a description of the benefit coverage within a reasonable time period around the beginning of the school term or the date of employment, which shall include a clear description of conditions and limits of coverage as provided above. When requested by the employee, the Board shall provide applications and, when necessary, information about the programs.
2. Lay-off Provisions
 - a. If an individual's contract is terminated or non-renewed or on extended leave, the Board agrees to continue the employee's insurance coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act – 1985 (COBRA), at the employee's expense.
3. If legal, professional employees may elect between the stand-alone 125 fringe benefit plan or the total compensation plan within the district. If the choice between the options is not legal, the stand-alone 125 plan will be implemented.
4. Salary deducted for professional employee absences will be at the current substitute rate, limited to three (3) days per contract year. Beyond the 3-day limit, salary deducted will be 1/184 of the base contract per day. (2009)

5. Payroll Deductions

- a. Payroll deductions will be made for K-NEA dues, NEA dues, district-sponsored health insurance premiums, life insurance premiums, annuity payments, mutual fund payments, United Way contributions and deposits to the Education Credit Union. Processing of requests for deduction will not be based on any predetermined number of participants for any one company.

6. Tax-Sheltered Annuities and Mutual Funds

- a. The Board shall transmit tax-sheltered annuity and mutual funds on behalf of its employees pursuant to K.S.A. 72-8602.
- b. Employees may request a separate salary reduction agreement for the purpose of contributing to a tax-sheltered annuity and/or mutual funds. The Board shall allow its employees to adjust their contributions by giving written notice to the clerk of the Board.

D. HEALTH CERTIFICATES

Professional employees will be reimbursed up to \$35.00, upon presenting a doctor's bill, for the cost of a certificate of health stating that the professional employee is free from tuberculosis as indicated by chest x-ray or negative tuberculin skin test, as required by law or the Board of Education.

E. TUITION REIMBURSEMENT

Professional employees will be reimbursed \$150.00 per credit hour (not to exceed the total cost of tuition paid per credit hour) for all graduate level college credits leading to a graduate degree. Graduate level credits not leading to a degree or undergraduate level credits will be reimbursed at 2/3 (two-thirds) of actual cost – not to exceed \$150.00 – upon approval of the building principal and superintendent. Successful completion must be documented by receipt of a transcript or grade card. Cost of credit must be documented by credit card receipt or canceled check or paid statement from the university. Reimbursement must be requested within one year of course completion. (2009)

VII: TERM OF EMPLOYMENT

A. JOB VACANCIES

Any vacancies for professional employees will be posted by the superintendent through electronic means (email) and copied to the association president. In addition to this notification, vacancies will be posted in the professional employees' lounge of the three (3) schools prior to the close of the current school term. All vacancies will remain open for three (3) days after electronic notification prior to filling the vacancy. In an emergency the posting requirements specified above shall be waived. "Emergency" is defined as a serious situation or occurrence that happens unexpectedly and demands immediate action, or as a condition of urgent need for action or assistance, such as in a state of emergency. (2009) Professional employees are asked to submit to

the superintendent in writing any request for a change in assignment. This request will give the grade or subject preferred. When a vacancy occurs after the school term has ended in the spring, professional employees who have indicated a preference for that position will be notified of the vacancy by email, telephone, if possible, or, if unable to be reached by phone, a letter will be sent to them at their last known address. The superintendent will not fill the vacancy until five (5) calendar days after talking with or mailing a letter to the professional employee at his/her home address. If the district mails notice as provided herein, it will have fulfilled its duties hereunder. (2007)

B. TRANSFERS

All transfer decisions (i.e. subject, grade level, etc.) shall be made by the building principal, and shall be subject to review by or appeal to the superintendent. Further review or appeal may be made to or by the Board, whose decision will be final. This decision (transfers only) is not subject to the grievance/arbitration procedures. No involuntary transfers will occur before voluntary transfers are considered. Involuntary transfers (grade level changes or department transfers) after July 1st will require a stipend of 1/24th of their current salary to be paid to the certified staff member who is transferred involuntarily. (2009)

The building principal will make his/her decision based on criteria which will include, but not be limited to: student needs; years of service in the district; grade level and/or subject area qualifications; all evaluations executed during the employee(s) service to the district; teacher preference; and equity.

The building principal will grant an interview to all current employees who request a transfer within the first three (3) days of notification to an open position. Requests must be in writing and delivered to the district office. This is in no way intended to imply a preference to a position for a current employee. (2007)

C. REDUCTION IN STAFF

1. Reduction

The board of education reserves the right, where needed, to reduce teaching positions, add to teaching positions, and make transfers for the betterment of the educational program of the district.

The board of education will determine the educational goals of the district before making changes in teaching staff. 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. The board of education will use factual-written information supplied by all parties involved.

The following criteria will be considered when reducing staff:

- a. When possible, reductions in staff shall be absorbed through normal attrition,
- b. When a reduction involves a position held by a non-probationary teacher, the
- c. Non-probationary teacher shall be retained prior to a probationary teacher when both have certification for a position being retained.

Should further reductions become necessary the board of education will consider the following criteria in this specific order, as all areas are important to providing educational opportunities for the students:

- a. Years of experience in areas of certification(s) in the district,
- b. Most recent evaluations, memos or reprimands and their attachments (No documentation older than six years may be used),
- c. Years of service to the district.

2. Recall Procedures

- a. Recall will be initiated upon the existence of a vacancy in the district.
- b. No employee will lose his/her recall rights if he/she secures other employment during the layoff.
- c. The board shall make no new hires from other than those who have been RIFFED while there are discharged employees available to fill the vacancies.
- d. Any recalled employee shall have all benefits reinstated such as salary placement, accumulated leave days, etc. earned prior to the RIF. In addition, said employee shall be given credit for any teaching, supervision, or administrative experience in a similar or like position during the period of RIF, after verification by the administration.
- e. All professional employees shall be eligible for recall by building and teaching level unless they have not kept a current address on file at the board of education office during a two (2)-year period from the date of reduction. Failure to keep a current address on file with the board of education will terminate all recall rights.
- f. The employee shall be afforded the right to remain on the district health insurance plan, within the limits of the law. The teacher must pay the total premium during this period.
- g. The board of education shall annually provide the NEA-Silver Lake with a current list of those who have retained these rights.
- h. Refusal of an offer to reinstate shall result in termination of all recall rights. Any employee RIFFED shall be accorded recall rights unless specifically waived in writing.
- i. Any individual who feels his/her recall rights have been violated may appeal to the board of education within the two-year period stated above.
- j. The superintendent may recommend to the board reinstatement of any such teacher whose name and address is on file in the board office that he/she deems qualified and able to serve the best interest of the district.
- k. All recall rights will be terminated after two (2) years.

D. RESIGNATIONS

After signing a contract with the district, it is sometimes necessary for a professional employee to request a release from the contract due to unforeseen circumstances. The Board's first obligation is to the students of the district. If a suitable replacement can be found and it is felt the educational program of the school will not be impaired, the Board may release the professional employee from the obligation of the contract. If a contract is broken during the school year and sick leave has been used in excess of the amount authorized, the amount of the excess leave shall be deducted from the final salary payment. In the event the Board votes not to release a professional employee from contract and the professional employee fails to complete his or her contractual obligations, said professional employee may be reported to the Professional Teaching Practices Commission of the State Department of Education.

E. IMMEDIATE TERMINATION: NON-PROBATIONARY AND PROBATIONARY TEACHERS

The following acts by a teacher shall be considered to be grounds for immediate termination of the teacher's contract of employment:

1. Breach of contract;
2. Conviction of any felony or certain misdemeanors;
3. Any act or acts which cause or result in any persistent or substantial disruption of the operation of a school building or the district;
4. Unauthorized conversion of school property for his own use or for non-school purposes;
5. Substantial or persistent violation of Board policies, rules and regulations;
6. Persistent or willful insubordination;
7. Gross incompetence;
8. Immoral conduct which results in the teacher's not being able to teach effectively in the classroom;
9. Physical unfitness;
10. Mental unfitness;
11. Other just causes.

F. NONRENEWAL: NON-PROBATIONARY TEACHERS

Evaluation shall constitute sufficient reason for nonrenewal in the event such evaluation is unsatisfactory or in the event the teacher's abilities or skills do not fit within the needs of the district's educational goals.

The following acts by a teacher shall be considered sufficient grounds for nonrenewal of a non-probationary teacher's contract of employment:

1. All grounds listed above for termination;
2. Failure to comply with reasonable requirements of the Board as may be prescribed to show normal improvement and evidence of professional training;
3. Reduction in staff;
4. Good faith abolishment of a teaching position;

5. Failure to obey reasonable rules promulgated by the Board or by a supervisor;
6. Persistent or willful conduct unbecoming an instructor;
7. Incompetence;
8. Inefficiency; and
9. Other just causes

G. RETIREMENT

Beginning in year four of employment with the district, individuals who elect to retire through the state retirement system (KPERs) and notify the school district of their intent, in writing, on or before the last day of the first semester, will receive a \$1,500 early notification stipend in the January payroll check. (2008)

VIII: GRIEVANCES

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level and as quickly as possible, equitable solutions to the problems which may from time to time arise affecting professional employees, but not in conflict with administrative regulations, Board policies, and state laws and regulations. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure. It is understood that the parties may mutually agree to extend timelines and waive grievance levels.

B. PROCEDURES

Level 1

The grievant shall request an informal conference with his/her principal or other immediate supervisor within ten (10) school days or fourteen (14) calendar days, whichever is less, after he/she becomes aware of the grievance. At this conference, the grievant shall directly seek to resolve the matter informally. Neither side shall be entitled to representation at this level. At all other levels, each side shall be entitled to representation. No procedural defects may be alleged at subsequent levels concerning occurrences at Level 1, except for the timelines for filing the request for the informal grievance conference.

Level 2

If the grievant is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance with the superintendent of schools. Within ten (10) school days after receipt of the written grievance by the superintendent, the superintendent will meet with the aggrieved person and his/her representative from the Association in a conference in an effort to resolve it.

Level 3

If the grievant is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within ten (10) school days after presentation of this grievance, he/she may file the written grievance with the Board of Education. Within ten (10) school days after receipt of the written grievance by the Board of Education, the Board of Education will meet with the aggrieved person and his/her representative from the Association in a conference in an effort to resolve it.

Level 4

If the grievant is not satisfied with the disposition of his/her grievance at Level 3, or if not decision has been rendered within ten (10) school days after presentation of the grievance, he/she may request in writing that the chairman of the Professional Rights and Responsibilities Committee submit his/her grievance to arbitration. If the Professional Rights and Responsibilities Committee determines that the grievance involves the interpretation, meaning or application of any of the provisions, with the exception of transfers, of this Agreement, a Board policy, administrative regulation or practice affecting conditions of employment, it may by written notice to the Board of Education within ten (10) school days after receipt of the request from the aggrieved person submit the grievance to binding arbitration. If any question arises as to whether a particular dispute involves the interpretation, meaning, or application of any of the provisions of this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Level 5

Within ten (10) school days after such written notice of submission to arbitration, the Board of Education and the Professional Rights and Responsibilities Committee will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to service. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten-day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected will confer with the representatives of the Board of Education and the Professional Rights and Responsibilities Committee and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board of Education and the Association and will be final and

binding upon the parties in interest. The cost of the services for the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne as follows:

- a. For SL-NEA members - one-half (1/2) by the Association and the grievant and one-half (1/2) by the Board of Education. All other costs will be borne by the party incurring them;
 - b. For non-SL-NEA members - one-half (1/2) by the grievant and one-half (1/2) by the Board of Education. All other costs will be borne by the party incurring them.
- (2017)

C. GENERAL PROVISIONS

1. Grievance Request

The request for review of a grievance at all levels shall be made in writing and shall be specific as to the nature of the alleged grievance. Said grievant, or a representative from the local SL-NEA membership shall cite with particularity the provision of the Negotiated Agreement or the grievant's individual contract of employment which the grievant believes has been misapplied, misinterpreted or violated. The grievant shall generally describe to the best of his/her abilities the alleged event or act giving rise to the grievance including approximate time, date, place and the name(s) or known witness(es).

2. Conferences

- a. At each step of the procedure all parties directly involved, including the decision-makers/supervisors, shall be present and participate in the conference discussions and production of all relevant documents necessary to compare the known facts with the contract provisions and proposed remedies.
- b. All grievance conferences and meetings shall be held at mutually agreed to times, places, and dates taking into account all parties and witnesses schedules.
- c. All conferences shall allow reasonable time for a complete discussion of the facts and issues in order that decisions may be based upon a complete record.

3. Reprisals

No reprisals of any kind will be taken by the Board or administration against any participant in the grievance procedure by reason of such participation.

4. Communications

All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and not be kept in the personnel file. A separate file, which shall include grievance documents, may be maintained. The file may be accessible, based on legitimate need, to the Board and its representatives and the aggrieved.

IX: STAFF PROTECTION

STAFF PROTECTION AND SUPPORT

- A.** Each teacher bears primary responsibility for maintaining proper control and discipline in the classroom. A teacher may use such reasonable force as is necessary to ward off an attack, to protect another person, to quell a disturbance threatening physical injury to others or to obtain possession of weapons or other dangerous objects in the possession or in the control of a student. The Board, at its discretion and after investigation of all facts of the incident, shall provide full support, including its legal counsel, for an assault upon a teacher acting as a result of a school-related incident arising out of the discharge of the official duties, on and off school premises, provided the employee is operating reasonably. All disciplinary actions and methods invoked by teachers shall be reasonable and just and in accordance with established Board policy. The Board and Administrators recognize responsibility in supporting teachers in the maintenance of appropriate control and discipline in the classroom. Each teacher is responsible for reporting to the building principal the name of any student who is in apparent need of attention by specialized personnel.

WORK-RELATED INJURY

- B.** Whenever a teacher is absent from school because of personal injury resulting from an assault by a student or school patron or a school-related incident off school premises, on school property, or at a school-sponsored event, the teacher will be paid full salary less the amount of any workman's compensation or district disability insurance received due to such injury until the termination of the current employee contract. No part of such covered absence will be chargeable to leave.

X: EVALUATION

A. REQUIREMENTS

The Silver Lake-NEA and USD 372 mutually agree that a committee consisting of equal representation from the PreK-6 building and 7-12 building, along with at least one administrative representative, will conduct a thorough review of the current evaluation process and tool. The committee will present their recommendations to the Silver Lake-NEA and board of education for consideration. The intended implementation for all recommendations is the 2023-2024 school term. (2022)

All professional employees will be evaluated according to the requirements of K.S.A. 72-9001 et. seq. or as otherwise provided by law. Professional employees in their first three consecutive school years of employment will be evaluated at least one time per semester by no later than the 60th school day of the semester. Those professional employees in their fourth year of employment in this district will be evaluated at least one time each year by no later than February 15. Those employees who have been employed more than four consecutive years will be evaluated at least one time each three years, by no later than February 15 of the school year in which the employee is evaluated. The individuals given the responsibility of evaluating the professional employee will use

the evaluation procedures and instrument herein. The evaluator will have a conference with the employee within ten (10) school days after the visitation. The evaluator and the employee will sign the instrument. One (1) copy will be given to the employee and the original will be delivered to the office of the superintendent, where it will be placed in the personnel file under lock. Individual Board members will not be given the privilege of examining an employee's file at any time other than when the Board is in session and the majority have voted to do so. A copy of the employee's file will be made available to any person so designated in writing by the employee. If a professional employee receives a poor or low attendance rating on their evaluation, the principal will review the attendance with that employee the following year. (2012)

B. ADOPTION

Silver Lake U.S.D. No. 372 has adopted the CUES Teacher Evaluation System from McREL.

1. PURPOSES

The purposes of the CUES Teacher Evaluation System are to:

1. Strengthen the knowledge, skills, and practices of teachers to improve student learning.
2. Increase the quality of instruction and reduce the variability within that quality among teachers and schools.
3. Distinguish the differences in performance among teachers in order to address ineffective performance and recognize effective performance.
4. Systemically provide meaningful and constructive feedback to improve performance.
5. Generate formative and summative evaluation results to inform and guide professional development.
6. Align with and support district and state policy related to teacher status and continued service.

(2014)

2. PERFORMANCE RATING SCALE

Developing:	Teacher demonstrated adequate growth toward achieving standard(s) during the period of performance, but did not demonstrate competence on standard(s) of performance.
Proficient:	Teacher demonstrated basic competence on standard(s) of performance.
Accomplished:	Teacher exceeded basic competence on standard(s) of performance most of the time.
Distinguished:	Teacher consistently and significantly exceeded basic competence on standard(s) of performance.
Not Demonstrated:	Teacher did not demonstrate competence on or adequate growth toward achieving standard(s) of performance.

(Note: If the Not Demonstrated rating is used, the principal/evaluator must comment about why it was used.)

3. THE PROFESSIONAL TEACHING COMPONENTS

- Component I:** Content: Teachers plan instruction to teach a rigorous and relevant curriculum
- Component II:** Understanding: Teachers use research-based instructional strategies and assessment practices to deliver high-quality instruction
- Component III:** Environment: Teachers use research-based instructional strategies and assessments to deliver high-quality instruction
- Component IV:** Support: Teachers contribute to high-quality teaching and learning by following district policies, implementing procedures and practices at the school and classroom levels, and providing leadership that supports these policies, procedures and practices when appropriate and challenge them when they are not accomplishing the goal of supporting student learning. (2014)

C. PROCEDURES FOR EVALUATION

1. Evaluation will be the responsibility of the building principal or building assistant principal for staff members assigned to his/her building, or in the case of inter-related classroom instructors or Title I instructors, the director of Special Services may be the evaluator. The Superintendent may also conduct certified evaluations including but not limited to the Instructional Coach position. (2013)
2. Informal evaluations and conferences between the evaluator and the person being evaluated will be a continuous procedure.
3. Formal, written evaluations will be completed at least twice a year for each professional staff member during the first three years of service with U.S.D. No. 372. Evaluations will be in compliance with the Negotiated Agreement between U.S.D. 372 Board of Education and the recognized bargaining unit.
4. The person being evaluated will receive a copy of each evaluation.
5. The person evaluated must sign the evaluation and return one signed copy to the principal. The signature indicates that the staff member has read the evaluation; it does not necessarily mean that he/she agrees.
6. The person being evaluated may add comments to the evaluation and will have the right to a written rebuttal, which will be made a part of the written evaluation. The rebuttal must be submitted within two weeks after the written evaluation is signed.

D. FILES

Staff member may obtain, upon request, a copy of the materials in their personnel files. Confidential placement office credentials must be excluded from this request. Personnel files shall also be available to the Board of Education of Silver Lake U.S.D. No. 372, the administrative staff

of U.S.D. No. 372, the State Board of Education as provided in K.S.A. 72-7515, and to other persons specified by the employee in writing to the Board of Education.

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.

E. EVALUATION TOOL

[Teacher Evaluation Tool.pdf](#)