

PROFESSIONAL AGREEMENT
BETWEEN THE
USD 413
CHANUTE PUBLIC SCHOOLS
AND
CHANUTE
NATIONAL EDUCATION ASSOCIATION
2018-2019

AGREEMENT made and entered into as of the 9th day of July, 2018 by and between the Board Of Education, Unified School District No. 413, hereinafter referred to as the "Board," and the Chanute National Education Association, hereinafter referred to as the "Association."

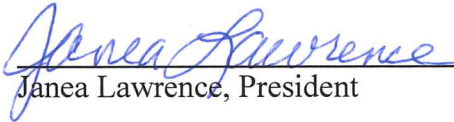
DURATION OF THE NEGOTIATED AGREEMENT

This agreement, negotiated by authorized parties of the Board and the Association, ratified in accordance with the provisions of the Professional Negotiation Act, K.S.A. 72-5413, *et seq* by both the Board and the Bargaining Unit, and signed by the President of the Board and the President of the Association, shall become binding on both parties for-the school year 2018-19.

This agreement shall become effective July 1, 2018 and shall remain in full force and effect to and including June 30, 2019.

The Agreement shall be posted on the district web page for access by all Professional Employees. A printed copy will be provided to a Professional Employee upon request to the Superintendent.

Should any part of this Agreement be declared illegal, then that part shall be deleted from the Agreement. All remaining portions shall remain in full effect.



Janae Lawrence, President

Chanute National Education Association
Chanute, Kansas

7/18/18

Date



Jeff Caldwell, President

Board of Education
USD #413
Neosho County, Kansas

7-14-2018

Date

TABLE OF CONTENTS

	Article	Page
	Term of Negotiated Agreement	1
Section 1	Definitions	3
Section 2	Professional Employee’s Contracts	3
Section 3	Professional Employee’s Work Day	3-4
Section 4	Educator Files	4
Section 5	End of Quarter Work Time	4
Section 6	School Safety and Security	4
Section 7	Section 125 Cafeteria Employer Paid Plan	5
Section 8	Pay for Extra Professional Work Time	5
Section 9	Intellectual Property	6
Section 10	Planning Time	6
Section 11	In-District Travel Reimbursement	6
Section 12	Vacancy Guidelines	6
Section 13	Sick / Personal Leave	7
Section 14	Sick Leave Pool	8
Section 15	Sick Leave Pay at Retirement or Death	9
Section 16	Voluntary Retirement	9
Section 17	Reduction of Professional Employees (RIF)	10
Section 18	Reduction in Staff Sick Leave Pay	11
Section 19	Professional Leave	11
Section 20	Sabbatical Leave	11
Section 21	Association Rights	11
Section 22	Code of Ethics	12
Section 23	Disciplinary Actions	12
Section 24	Acceptable Use Policy	12
Section 25	Grievance Procedure	13
Section 26	Teacher Evaluation Policy and Procedures	15
Section 27	Fair Dismissal	16
Section 28	Covering When No Substitute is Available	17
Appendix		
Appendix A	Professional Employee Compensation Schedule	18
Appendix B	Supplemental Pay Schedule	19
Appendix C	Supplemental Salary Schedule	20-21
Appendix D	Extended Contract Compensation	22
Appendix E	Curricular Contract Compensation	23-25
Appendix F	Tuition Pool	26-27
Appendix G	Professional Employee Primary Contract	28
Appendix H	Grievance Form 1	29
Appendix I	Grievance Form 2	30
Appendix J	Grievance Form 3	31
Appendix K	Grievance Form 4	32
Appendix L	Grievance Form 5	33
Appendix M	Grievance Form 6	34

Section 1: DEFINITIONS

1. Agreement: This legal document as signed by the President of the Board and the President of the Association. This document is known as the Negotiation Agreement.
2. Association: The Chanute National Education Association, also known as Chanute NEA and CNEA. The Association is affiliated with the Kansas NEA and the NEA and is the sole bargaining agent for Professional Employees.
3. Board: The Board of Education of Unified School District 413.
4. Collaboration – teachers working together in variety of groupings to analyze student data and/or to determine and implement the best strategy to maximize student achievement
5. Contract: The legal document signed by all Professional Employees of the District. This document covers the school year.
6. District: The Board and its representatives.
7. Grievance: A claim by a grievant that there has been a violation of any of the terms and conditions of this agreement.
8. Professional Employee: All employees of the District who are certified by state law and for whom the Association is the bargaining agent, excluding administrators and substitute teachers.
9. Superintendent: The Superintendent of Schools or designee representing the Board.

Section 2: PROFESSIONAL EMPLOYEE'S CONTRACTS

1. The basic professional employee's primary contract is for one hundred and *eighty-seven (187)* days.
2. These days include the adopted school calendar for students and the Professional Employee's inservice days prior to, during, and after the student calendar.
3. The pre-school year and post school year inservice days will be contiguous with the adopted student calendar except for up to one floating day which individual teachers may use to work in their rooms during the ten days prior to the start of the contiguous calendar.
4. In the event that duty days are cancelled by the Board for inclement weather or other reasons and then rescheduled, those days shall retain their original purpose (student contact, inservice, staff workday, or other).
5. Professional employee's new to the district shall have two (2) additional duty days immediately preceding the regular duty year for necessary meetings and orientation for which they shall be paid \$70.00 for each day worked. Payment shall occur in September. New employees may also be required to attend up to ten (10) hours of mentor activities during the school year for which they will be compensated at the \$12.00 per hour rate.
6. Any teacher that has been assigned a classroom and is asked to relocate within two (2) weeks of the beginning of school or during the school year shall be paid \$150 for the work associated with that move. This does not apply to wholesale moves involving remodeling or new construction.

Section 3: PROFESSIONAL EMPLOYEE'S WORK DAY

1. The teacher duty day shall be seven hours and forty-five minutes long. This shall include the 25-minute duty free lunch.
2. Teachers shall be present fifteen (15) minutes prior to the time school is in session Monday through Friday and shall be present thirty (30) minutes following the time school is dismissed Monday through Thursday. Adjustments may be made to the required time before or after school in order to keep the duty day at 7 hours and 45 minutes provided the building administrator and affected

teacher(s) both agree to the schedule adjustment and that the revised schedule provides no less than 15 minutes before and 15 minutes after school. Teachers needing to arrive later or leave earlier should ask for permission from the building administrator.

3. Exceptions shall be one faculty meeting a month that may extend an extra forty-five (45) minutes before or after the professional day, parent-teacher conferences as scheduled on the district calendar, one open house activity a year, up to nine hours a year of time for professional development/school improvement work (not to extend more than ninety (90) minutes after the regular professional day), and specific meetings required by state or federal laws and regulations provided those meetings occur on a scheduled duty day and do not start before 7:00 a.m. and shall conclude before 6:00 p.m..
4. Faculty meetings as described above shall be held at a regularly scheduled day and time or be announced at least five (5) days in advance. Both parties recognize the need to occasionally schedule an emergency faculty meeting to deal with urgent matters pertaining to staff or students. These meetings will be scheduled only if necessary and will be kept to a minimum duration.
5. Teachers shared between buildings shall attend faculty meetings in all assigned buildings. If the combined time for faculty meetings exceeds 45 minutes per month, the teacher shall be paid \$12.00 per hour.

Section 4: EDUCATOR FILES

1. The professional employee personnel file shall be available for inspection by said employee at all reasonable times when the central office is open.
2. At the employee's written request, a representative of the Association may inspect the employee's file.
3. Credentials and related papers from the employee placement bureaus, which by their own regulations are labeled as confidential, shall be excluded from said inspection.
4. An employee shall have the right to respond, in writing, to any material filed subsequent to employment, and the response shall be affixed to the material and placed with it in the employee's file.
5. Additionally, the employee may request to have evidence of competence, professionalism, or outstanding service he/she chooses placed in his/her file. Letters from patrons or students shall be included in the professional employee's personnel file with approval of the superintendent.
6. The employee and/or his/her representative shall have the right to reproduce any of the contents of his/her file at no charge to the employee or his/her representative. No document may be removed without mutual agreement of the professional employee and the superintendent.
7. There shall be no anonymous data placed in the employee's file.
8. Copies of all data placed in an employee's file will be provided to the employee at the time of placement in the employee's file.
9. No employee shall be required to provide proof of marital status unless required by an appropriate state or federal agency.

Section 5: END OF QUARTER WORK TIME

Three hours without students will be scheduled for classroom work at the end of each quarter before grade reports are due.

Section 6: SCHOOL SAFETY AND SECURITY

The Board, administrators, and all professional employees are responsible for enforcing all laws, regulations, and USD 413 policies regarding school safety and security.

Section 7: SECTION 125 CAFETERIA EMPLOYER PAID PLAN

1. A flexible fringe benefit program will be provided to comply with Section 125 of the Internal Revenue Code. The purpose of this program is to permit employees to select their benefits within the guidelines of the Revenue Act of 1986 and amendments thereto.
2. Benefits must be selected by September 1 of each year and cannot be changed during the benefit year, with the exception of premium changes on insurance coverage selected or as allowed under the Section 125 guidelines for a qualifying event. Insurance coverage and insurance carriers shall be selected by the District
3. Benefits available in this program include optional choices of group medical insurance, cancer insurance, term life insurance (maximum of \$50,000), salary protection insurance, unreimbursed medical costs, dependent care, and salary cash. Maximum dollars under this program will be determined by premiums required and by restrictions of the code.
4. This provision does not require the District to provide specific benefits if the insurance coverage is cancelled by the carrier. Nor does the provision above obligate the District in any way if acceptable medical insurance and other benefits are not available to the District.
5. The district shall contribute **\$590** or the cost of the selected single, whichever is less, per month toward the health insurance premium for a professional employee working 630 hours per year or more and enrolled in the district health insurance program. This contribution is only applicable toward the district endorsed health insurance program. The Board will contribute the lesser of the difference in the premium between the cost of the Qualified High Deductible Plan and the actual cost of Option 3 or **\$590** to the employee's Health Savings Account (HSA).
6. The board-provided health insurance benefit for professional employees covers a 12-month period and shall be renewable annually from the coverage options available to the employee. For those employees who complete their employment contracts for the schoolyear, the district's health insurance program continues for the months remaining in the current plan year or until a former employee becomes eligible for group health insurance under a new employer's plan. Should employment be terminated prior to the end of the employee's contract, health insurance coverage will stop at the end of the last month the employee works.
7. District employees with service of 10 years or more who wish to continue district group health insurance coverage after retirement may do so pursuant to K.S.A. 12-5040.

Section 8: PAY FOR EXTRA WORK

Work outside the definition of a teacher's work day, when requested by an administrator and agreed to by a teacher, shall be compensated at the following rates:

1. \$10.50 per hour for working at extra-curricular activities and for supervision before and after the professional day and not covered by a supplemental contract
2. \$15.00 per hour for professional work without students (i.e., curriculum work and selection committees, professional development (except for the 9 hours of contract time allocated to professional development), and grading assessments.
3. \$22.00 per hour for professional work with students (i.e., after school programming.).
4. \$27.00 per hour for summer school, starts July, 2018.
5. \$27.00 per hour for leading professional development outside the duty day, subject to administrative approval. (added 2014-15) (updated 2018-19)

Section 9: INTELLECTUAL PROPERTY

Intellectual Property developed by the employee outside his/her duty day, unless specifically created under a work for hire arrangement or any property developed or created as part of his/her employment for which compensation is paid, shall remain the sole property of the employee. The district shall have free use of any material while the employee is under contract to the district; however, any costs incurred to facilitate such use shall be borne by the district.

Section 10: PLANNING TIME

1. All Professional Employees shall, in addition to a minimum twenty-five (25) minute duty free lunch period, have daily preparation time during which they shall not be assigned to any other duties.
2. That time shall be guaranteed as follows:
 - a. Elementary - a minimum of 240 minutes weekly (no less than a 30 minute block of time on each day)
 - b. Middle School and High School - one forty-five (45) minute block of time each day or one class period.
3. When the planning time of a Professional Employee is cancelled due to the absence of one or more of the elementary music, art, or physical education teachers, or when a Professional Employee uses a planning period, upon request of an administrator, to substitute for another regular classroom teacher, that Professional Employee shall be compensated at \$20.00 per hour for lost preparation time.(with no minimum amount)

Section 11: IN-DISTRICT TRAVEL REIMBURSEMENT

1. Professional Employees who are under primary contract and who are required by job assignment to travel from one attendance center to another shall be compensated for the required travel at the mileage rate used by the State of Kansas.
2. Professional Employees desiring to be paid for travel pursuant to this section must submit a request for such pay on work requisitions prepared by the District and said requisitions shall be submitted at the end of each semester.

Section 12: VACANCY GUIDELINES

1. A vacancy is an opening created through resignation or death of an employee, leave of absence, transfer, creation of a new position/program and/or redefining of positions(s).
2. The Superintendent or his/her designee shall distribute by email to all professional employees and post in all buildings a list of openings for the following school year. All openings shall be posted for not less than ten (10) working days prior to being filled, except vacancies that occur in May through August need only be posted for three (3) working days. The district shall make a good faith effort to notify the professional employee by email during the three (3) day window.
3. An exception may be made if a professional employee returning from an extended leave or a professional employee who has had his/her position eliminated has not been placed by April 15. Said professional employee may be placed in a suitable vacancy without said vacancy being posted.
4. Openings which occur for the current year shall be posted in all buildings not less than three (3) duty days prior to being filled.
5. A “non-voluntary transfer” is a transfer of a professional employee from one position to another by the Superintendent without an initial request for transfer from the professional employee. If a

professional employee is transferred non-voluntarily, he/she will be consulted prior to the decision being.

Section 13: SICK / *Personal* LEAVE

1. Each Professional Employee shall be credited with twelve (12) days sick leave each year.
2. Unused days will accumulate to a maximum of one hundred (100) days.
3. When one hundred days are accumulated *twelve (12)* additional sick leave days are available for the next school year.
4. Sick leave shall be used to cover absences for the illness or disability of the professional employee. Sick leave may also be used to cover absences necessitated by the illness, disability, or death of a member of the immediate family.
5. Fractional days of sick leave may be used in conjunction with worker's compensation to ensure the employee's full salary remains for as long as sick leave days last
6. Immediate family shall be understood to mean spouse, children, parents, siblings, grandchildren, grandparents, and any other person for whom the employee is legally responsible, pursuant to a court order. Children, siblings, parents and grandparents shall be expanded to include "in-law" as appropriate. The Superintendent of Schools shall determine if any other category is also eligible depending on the circumstances.
7. Illness shall include any disability resulting from pregnancy, childbirth, and conditions related thereto.
8. Any regular, full time employee of the district may use a maximum of five (5) days accumulated sick leave because of the adoption of a child.
9. A Professional Employee is required to submit a medical doctor's written verification of sick leave need when the leave extends more than ten (10) consecutive working days. If this verification is not submitted, the employee loses paid leave days.
10. Each professional employee may use up to three (3) day of sick leave as personal leave during each contract year.
11. Personal leave shall be defined as any leave taken by said Professional Employee to perform any personal business of said Professional Employee. Said Professional Employee shall be the sole judge as to whether such leave is for personal purposes, subject to the limitations as described in #12 and #13 below.
12. No such personal leave may be used the day before or the day after a scheduled school vacation, a holiday, or the day of district or building inservice, except as allowed below.
 1. Personal leave may be granted by the superintendent on otherwise restricted days if the purpose is to attend an event for which the professional employee has no scheduling control.
 2. For requests on these days otherwise restricted, the Professional Employee shall request such leave in writing seven (7) days in advance; however, the Superintendent may waive such notice requirement.
13. The building principal or other supervisor of the Professional Employee involved, if not a building principal, must be notified two (2) days in advance; however, the Superintendent may waive such notice requirement.
14. Not more than ten (10) percent of the total Professional Employee staff of any attendance facility shall be granted personal leave on the same day without the expressed written approval of the Superintendent. Requests shall be granted in the order they are received by the administration.
15. Under limited conditions, up to five (5) days of sick leave per year may be used for the illness or death of family not included in the Immediate Family definition above or for the death of a close friend. Within the same five (5) day per year limit, with approval of the superintendent, sick leave

may also be used to support an immediate family member who is a member of the active military, reserve, or National Guard during deployment to or return from military or reserve assignment. This leave may also apply if the immediate family member is deployed to or returns from a long-term active or reserve assignment to support other troops being deployed or to attend a military ceremony.

16. For the illness and bereavement applications of this policy, family is defined as any relative not included in this listing in #6 in this section.
17. For each day that a Professional Employee is absent beyond the amount of accumulated sick leave or is absent for a reason not covered by this Agreement, said Professional Employee's salary shall be reduced in an amount equal to a fraction the numerator of which is one (1) and the denominator of which is the total number of contract days as specified in the negotiated agreement times the basic contract amount for each such day said Professional employee is so absent.
18. In the event of a natural disaster or other destruction of the private property of the employee, the employee may request to use, first, personal leave and then accumulated sick leave to deal with the problem. The leave request is to be made with the building principal and will be approved at the discretion of the administration.

Section 14: SICK LEAVE POOL

1. If a Professional Employee has used all of his or her accumulated sick leave and needs additional sick leave, he/she may submit a written request to the Superintendent for a voluntary transfer of sick leave from another Professional Employee of the district.
2. A medical doctor's verification of any Professional Employee's inability to return to assigned duties shall be provided by the employee prior to pool approval. If the leave is for a family member, reasonable explanations shall be provided to assure there is a serious and/or ongoing, medical situation while respecting medical privacy.
3. Upon receipt of the written request for additional sick leave a form, prepared by the District, will be distributed to each Professional Employee in the District.
4. Such other Professional Employees who have accumulated sick leave may voluntarily contribute one (1) or two (2) days of their own accumulated sick leave to the Professional Employee making the request.
5. No more than two (2) days may be contributed by any Professional Employee to any one Professional Employee in any contract year.
6. Such gratuitous days of sick leave granted to the requesting Professional Employee shall be used only for the specific illness or disability for which it was requested.
7. Such gratuitous sick leave days shall be requested first from those Professional Employees who have ninety (90) days accumulated sick leave and who work in the same building as the requesting Professional Employee.
8. If additional days are needed they will be requested from the other Professional Employees in the District who have ninety (90) days accumulated sick leave.
9. If additional days are needed, the District will then contact Professional Employees in the District with eighty-nine (89) days, and then repeat the process for eighty-eight (88) days, and so on.
10. No Professional Employee is required to donate any days.
11. Any unused sick leave requested under this plan will be returned to the donor Professional Employees in the reverse order of donation.

Section 15: SICK LEAVE PAY AT RETIREMENT OR DEATH

1. All full time Professional Employees in the District who serve fifteen (15) or more years as full time Professional Employees in the District prior to retirement at age fifty-five (55) or after shall be eligible for additional compensation according to the schedule which follows.
2. The primary beneficiary as recorded with KPERs of all full time Professional Employees in the District who serve fifteen (15) or more years as full time Professional Employees in the District prior to death shall be eligible for compensation according to the schedule which follows.
3. Said additional compensation shall be equivalent in amount to fifty (50) percent of said Professional Employee's total number of accumulated and unused sick leave days, not to exceed fifty (50), and shall be paid at the daily rate of compensation of said Professional Employee being received at time of retirement or death.
4. The daily amount will be calculated as a fraction the numerator of which is one (1) and the denominator of which is the total number of contract days as specified in the negotiated agreement times said employee's annual basic compensation.
5. Said amount will be paid in a lump sum to said Professional Employee or heirs and shall be payable to said Professional Employee or heirs within thirty (30) days following the last day of service performed by said retiring or deceased Professional Employee.
6. Each such retiring Professional Employee shall notify the Superintendent in writing. Such written notice shall be submitted on or before the first day of March preceding the anticipated retirement date.
7. Failure to give said notice may waive any such retiring Professional Employee's rights under this section.
8. Benefits claimed at retirement are no longer available at death.

Section 16: VOLUNTARY RETIREMENT

1. Professional Employees who find it necessary or desirable may elect to take retirement under the terms and conditions set forth in this policy. Retirement is entirely voluntary and at the discretion of an eligible Professional Employee.
2. A full time Professional Employee is eligible if that Professional Employee is no less than fifty-five (55) years old by December 31 of the calendar year in which he/she retires and not more than sixty-five (65) years old and has fifteen (15) years or more of employment with the District.
3. Eligibility for retirement will be determined by the Superintendent. An employee applying for retirement shall have the responsibility to provide all facts and information necessary to prove eligibility and to determine benefits to be paid.
4. A Professional Employee may apply for retirement by giving written notice to the Superintendent. Such written notice shall be submitted on or before the first day of March preceding the anticipated retirement date. Those providing written notice and resignation prior to November 1 will be granted a one-time payment of \$500. Those providing written notice and resignation between November 1 and January 3 shall be paid a one-time payment of \$250. Resignation shall be effective at the end of the school year and payment shall be made in February. Any deviation from the deadline must be approved by the Board.
5. The written notice shall include (1) a statement of the applicant's desire to take retirement, (2) the anticipated date of retirement, (3) the applicant's birthday and age on the date of retirement, (4) the current mailing address and telephone number of the applicant, (5) the number of years the applicant has been employed by the District, and (6) the applicant's current annual base salary.
6. Following final action by the Board on any application for retirement, the Superintendent shall notify the applicant, in writing, of the final disposition and date and amount of annual retirement benefits to be paid.

7. A Professional Employee who takes retirement is entitled to received annually from the District a sum of money equal to fifteen (15) percent of that employee's last basic contract salary earned from the District. Such payment to be made in five (5) equal and annual payments between July 1 and July 31 into an individual 403(b) account.
8. Should the Board choose to discontinue the program, notification shall be given to the Professional Employees on or before August 15 one year prior to discontinuing the program. All Professional Employees who are on the program prior to the non-adoption will continue on the program until the completion of the contract year in which the employee reaches the age of sixty-five (65).
9. A Professional Employee taking retirement shall have the option to maintain health insurance coverage to age 65 through the District's health insurance program by agreeing to make a timely monthly payment to the district office.
10. All retirement benefits shall automatically terminate at the end of the contract year in which the Professional Employee reaches the age of sixty-five (65).
11. A Professional Employee who takes retirement shall have the responsibility to keep the district informed of the Professional Employee's current mailing address and telephone number.
12. Professional Employees who resign from the district and take advantage of retirement benefits in this agreement and under the Kansas Public Employees Retirement System may be re-employed by the District. In such instances, the employee's compensation shall be calculated using the salary schedule in this agreement. Should his or her compensation on that schedule be greater than the maximum allowed by the State of Kansas for continuation of full retirement benefits, the employee may sign a contract for the state maximum rather than the scheduled salary.

Section 17: REDUCTION OF PROFESSIONAL EMPLOYEES (RIF)

1. In the event the Board decides that the number of the Professional Employees must be reduced, the following guidelines will be followed. Reduction will be accomplished by the following steps:
 - a. attrition due to retirements and/or resignations;
 - b. non-renewal of non-tenured teachers;
 - c. a determination by the Board (as outlined below).
2. To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the District to meet the educational goals established by the Board. The number of teachers needed to implement the District's educational program will then be determined by the administrative staff based on those educational goals as determined by the Board.
3. All teachers will be evaluated in relation to the educational goals of the District. Individual qualifications, certification, educational background, and specific skill areas or disciplines shall be ascertained and applied to the teaching needs of the District. The evaluation policy and forms currently in force in the District will be used to measure each staff member's teaching ability.
4. In the event two or more tenured teachers have similar qualifications, educational background, skills, and teaching ability as measured by the evaluation of performance by administrators, necessary to fulfill the District's educational goals, the Superintendent will recommend the teacher with the most years of experience in the District for the position in question. If teaching ability varies, the Superintendent may select the teacher to be re-employed.
5. Any certified employee who has not been re-employed as a result of reduction of Professional Employees shall be considered for re-employment if vacancies exist for which the teacher would qualify. The Superintendent will recommend the reinstatement of any such teacher whom he deems qualified and able to serve the best interest of the District.
6. It shall be the responsibility of the Professional Employee to notify the District of his/her address and teaching positions desired. In order to be notified of possible re-employment, the application must be made within thirty (30) days after the employee received a non-renewal notice. The Board shall not

be required to consider reinstatement of any such employee after a period of one year from the date of non-renewal.

7. When a tenured teacher is selected over another tenured teacher who has more years' tenure in USD 413, the non-renewed teacher will receive 10% of their year's compensation as severance pay.
8. Extra-curricular assignments will not be a factor in determining the Board's decision.
9. Due process rights are not waived by the policy.

Section 18: REDUCTION IN STAFF SICK LEAVE PAY

1. If a Professional Employee is severed from the district under the section described above (Reduction of Professional Employees), said Professional Employee is eligible to receive the benefits under the terms of Sick Leave Pay a Retirement described above and with two (2) additional provisions.
2. First, the Professional Employee need not have reached the age of fifty-five (55), but the Professional Employee's age at the time of severance added to the number of years the Professional Employee has been employed in the District must equal seventy (70).
3. Second, the Professional Employee must have been under contract a minimum of fifteen (15) years in the District.

Section 19: PROFESSIONAL LEAVE

Professional Employees may apply to the Superintendent for paid leave to engage in professional activities relating to their teaching assignments. This provision will be used only for unusual requests that are not serviced by the inservice committee. The superintendent will determine the merit of the request and decide approval or non-approval.

Section 20: SABBATICAL LEAVE

A Professional Employee may apply for an uncompensated Sabbatical Leave or general leave of absence of not more than one school year in length. The Board will publish guidelines and procedures to follow in the administration of this policy. The Board will approve or disapprove all applications for Sabbatical Leave.

Section 21: ASSOCIATION RIGHTS

1. One (1) copy of the agenda and all supporting materials shall be provided to the President of the Association in a timely fashion before each regular and special Board meeting. Typically, that shall be three (3) calendar days in advance. Supplemental materials shall also be provided at the Board meeting if those are not available at the time the original packet is provided. Items to be excluded shall be limited to confidential personnel or student information and sensitive negotiations materials that would be exceptions to the Kansas Open Records Act.
2. The Association shall have use of school mailboxes, bulletin boards, and District inter-school mail service of official organizational communications. Association materials will be posted only on bulletin boards in Professional Employees' lounges or on the bulletin boards adjacent to the Professional Employees' daily arrival and departure sign-in sheets. It shall be the responsibility of the Association to keep such bulletin boards free and clear of outdated Association material.
3. The Association shall have use of school facilities for meetings without charge during hours when custodial service is normally maintained. Use of such facilities shall be arranged through the building administrator.

4. At the beginning of every school year the Association shall be provided a maximum of five (5) days of paid leave to be used by employees who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than twelve (12) hours in advance of taking such leave. The District shall not be responsible for travel or other expenses for these days.
5. An uncompensated leave of absence may be granted upon application for the purpose of serving as the President of Kansas-NEA or as President of NEA. Upon return from such leave, the Professional Employee shall be returned to the position held when the leave commenced and shall be placed at the position on the salary schedule as though the Professional Employee had taught in the District during such a period.
6. The Association shall have at least two (2) members on the Calendar Committee and the Employee Advisory Committee. Those shall be appointed by the President of CNEA.
7. If requested in writing by a teacher, the Board shall deduct association dues. The association dues deduction shall commence in the month following the teacher's written request. Unless revoked in writing by the teacher, the request shall continue from year to year. The association shall indemnify and hold harmless the Board from any and all claims, demands, suits or other forms of liability (including specifically costs and attorney fees) that may arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this provision.

Section 22: CODE OF ETHICS

Professional Employees are accountable to the Code of Ethics of the Education Profession.

Section 23: DISCIPLINARY ACTIONS

1. The Board and the Association recognize the importance of employee line of communication and chain of command (responsibility).
2. A Professional Employee may expect disciplinary actions to be carried out by administrators and the Board in a professional manner.
3. When a Professional Employee receives what he or she feels is unjustified disciplinary action from an administrator or the Board, he or she may review the disciplinary action with administrators in the following sequence:
 - a. building administrator
 - b. assistant superintendent
 - c. superintendent
4. The Assistant Superintendent or Superintendent will listen to the Professional Employee and then review the challenged disciplinary action with the appropriate administrator. The review will primarily determine whether announced Board policies and/or administrator rules and regulations have been followed.
5. The Superintendent or Assistant Superintendent will have a follow-up visit with the Professional Employee.

Section 24: ACCEPTABLE USE POLICY:

Discipline of staff regarding alleged violations of the District Acceptable Use policy shall comport with the district's regular discipline policy. Loss of computer privilege(s) is/are not considered discipline

Section 25: GRIEVANCE PROCEDURE

1. Purpose: The purpose of this procedure is to provide, at the lowest possible level, the orderly and expeditious adjustment of grievances of individual Professional Employees of the District.
2. Definitions:
 - a. Grievant shall be defined as a Professional Employee who believes he or she has a grievance as defined below.
 - b. Grievance shall be defined as a claim by a grievant that there has been a violation of any of the terms and conditions of this Agreement.
 - c. Respondent shall be defined as the Board or any person to whom a grievance is submitted for consideration.
3. General Procedure:
 - a. The adjustment of the Grievance shall be accomplished as rapidly as possible.
 - b. To this end, the number of days within which each step is prescribed to be accomplished shall be considered as the maximum and every effort shall be made to expedite the process.
 - c. Under unusual circumstances, the time limits prescribed in this procedure may be extended or reduced by the mutual written consent of the Grievant and the Respondent.
4. Level One Procedure:
 - a. The Grievant shall first submit, in writing, a grievance to the Building Principal or immediate supervisor by executing Grievance Form No. 1 and submitting this form to the principal or immediate supervisor. A copy of this form is attached hereto and made a part hereof. Every effort shall be made by the Grievant and Respondent to adjust the grievance as informally as possible.
 - b. A conference shall be held between the Grievant and the Respondent, and the Respondent shall render a decision to the Grievant within five (5) school days after the initial submission of the Grievance.
 - c. Grievance Form No. 2 shall be executed by the principal or immediate supervisor, and it shall be signed by both the Respondent and the Grievant. A copy of this form is attached hereto and made a part hereof.
 - d. A copy of the principal's decision concerning the Grievance shall be delivered, by mail or in person, to the Grievant.
5. Level Two Procedure:
 - a. If the Grievant is not satisfied with the disposition of the Grievance at Level One, the Grievant may request, in writing, a hearing before the Superintendent by executing Grievance Form No. 3, a copy of which is attached hereto and made a part hereof.
 - b. If the Grievant does not appeal the prior disposition of the Grievance to the Superintendent within ten (10) school days after the date of the decision of same at Level One, or within ten (10) school days after a timely disposition of same should have been made in the event one was not made, then, and in such event, the Grievant shall waive any further review of the Grievance under this procedure.
 - c. If the Grievant makes a timely and proper request for a hearing before the Superintendent, the Superintendent shall conduct a hearing with the Grievant within fifteen (15) school days after the receipt of the request for hearing. At the hearing, the Superintendent shall consider any statements the Grievant may desire to make, as well as copies of all Grievance forms previously submitted with respect to this particular Grievance being considered.
 - d. The Superintendent shall render a written decision concerning the Grievance within five (5) school days following the conclusion of the hearing by executing Grievance Form No. 4, and the Superintendent shall sign same and the Grievant shall sign same. A copy of this form is attached hereto and made a part hereof.

- e. A copy of the Superintendent's decision shall be delivered, in person or by mail, to the Grievant.
6. Level Three Procedure:
- a. If the Grievant is not satisfied with the disposition of the Grievance at Level Two, or if no hearing is conducted as requested by the Grievant or if no decision is timely made by the Superintendent, the Grievant may request in writing a hearing before the Board for the purpose of final disposition of the Grievance under this procedure. The Grievant shall make written request for hearing before the Board by executing Grievance Form No. 5, a copy of which is attached hereto and made a part hereof.
 - b. If the Grievant does not appeal the prior disposition of the Grievance to the Board within ten (10) school days after the date of the decision of same at Level Two, or within ten (10) school days after which timely date of the decisions of same was not made, then, and in such event, the Grievant shall waive any further review of the Grievance under this procedure.
 - c. If the Grievant makes a timely and proper request for a hearing before the Board, the Board shall conduct, in executive session, a hearing with the Grievant, and said hearing shall be held within fifteen (15) school days after the receipt by the Board of the request for hearing.
 - d. At the hearing the Board shall consider any statements the Grievant may desire to make as well as copies of all grievance forms previously submitted with respect to this particular Grievance being considered. The Board may consider such other additional evidence from the Grievant and from representatives of the Board, as, in the opinion of the Board, is relevant and necessary in order for the Board to make a fair and just decision on the Grievance.
 - e. Within ten (10) school days after the conclusion of the hearing, the Board shall render a written decision concerning the Grievance by executing Grievance Form No. 6, a copy of which is attached hereto and made a part hereof.
 - f. A copy of this decision shall be delivered, in person or by mail, to the Grievant within forty-eight (48) hours after the Board has rendered said decision.
 - g. The decision rendered by the Board shall be the final disposition of the Grievance under this procedure.
7. Conditions:
- a. If a Grievant does not initiate a review of his or her Grievance under this procedure within thirty (30) school days following the alleged occurrence of the act giving rise to the Grievance, then, and in such event, the Grievant shall waive any review of the Grievance under this procedure. It is the responsibility of the Grievant to initiate a review of his or her Grievance under this procedure.
 - b. In the event that two (2) or more individual Grievants submit, under this procedure, Grievances which are substantially identical, the Respondent may consolidate the review of the Grievances and consider same together as if only one Grievance had been submitted unless a Grievant requests that his or her Grievance be processed separately.
 - c. Only the Grievant shall be allowed to appear at the conference with the Respondent in the review of the Grievance sought at Level One of this procedure. At all further levels of this procedure when a Grievant is afforded the right to appear and be heard, the Grievant may appear in person or with a representative.
 - d. Participation under this procedure by a Professional Employee shall not, because of such participation, subject that employee to reprisals of any kind by any member or representative of the Board or administration.
 - e. Nothing herein contained shall be construed as limiting the right of a Professional Employee to discuss any matter informally with the appropriate members of the administration.
 - f. All documents, communications, and records pertaining to the processing of a Grievance under this procedure, will be filed in a separate Grievance file and will not be kept in the personnel file

of any of the participants. All hearings and conferences under this procedure shall be conducted so as to insure the confidentiality of same.

- g. All hearings and conferences under this procedure shall be conducted at a time mutually agreed upon by the Grievant and Respondent, which said time shall not be at a time when school is in session. If said Grievant and Respondent are unable to mutually agree upon a time, date, and place for said hearing or conference, such time, date, and place shall be established by the Board or its designee, and the establishment of said time, date, and place shall not be the subject of a Grievance.
- h. No Grievant may, under this procedure, seek the review of matters for which there is already established by law another method of review.
- i. Only individual Professional Employees may initiate a Grievance under this procedure or seek further review of said Grievance at Levels Two and Three.
- j. 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. The Grievant should, where possible, describe fully the alleged event or act giving rise to the Grievance, including the time, date, and place of same and the name or names and address or addresses of any witness or witnesses thereto.

Section 26: TEACHER EVALUATION POLICY AND PROCEDURES

1. This policy is applicable to all certified employees (except administrators).
2. The purposes of teacher evaluation are:
 - a. To improve instruction through the improvement of teacher performance.
 - b. To satisfy requirements of Kansas law.
 - c. To promote professional growth.
 - d. To identify and staff professional development
 - e. To promote teacher responsibility and accountability.
 - f. To promote communication between the teacher and the evaluator.
 - g. To document teacher performance.
 - h. To clarify expectations from teachers.
 - i. To satisfy community expectations.
 - j. To recognize teacher performance above district expectations.
 - k. To give direction to curriculum development.
 - l. To provide a basis for administrative recommendations and board decisions for re-employment, assignment change, placement on probation, plan of assistance, termination, and/or non-renewal.
 - m. To ensure that approved district curriculum is taught to all students.
 - n. To monitor and ensure that all students are provided the opportunity to succeed.
 - o. To utilize a variety of assessment results to make short-term and long-range instructional decisions to improve student learning.
3. An evaluation assessment scale, criteria and indicators of teacher performance and a plan of assistance form are developed and approved by the Board of Education. The Board will involve a committee of teachers, administrators, and board members in periodic review of these documents (four teachers appointed by the CNEA, three administrators appointed by the Superintendent). The Board will approve changes only upon recommendation of this committee.
4. Evaluation Procedures:
 - a. Evaluation expectations, procedures, and evaluation forms will be reviewed with all teachers during in-service at the beginning of each year. Teachers to be evaluated that year will be notified by the administrator by September 1.

- b. The administrator shall ask the teacher if there is some aspect the teacher wants the administrator to look for during the evaluation process.
 - c. The administrator and teacher shall communicate about the purposes of unscheduled, informal visits to the classroom. The administrator shall give follow-up communications after informal, unscheduled classroom visits (i.e., notes or words of encouragement, question, general comment, etc.) within 2 school days.
 - d. The total performance (both in and outside the classroom) during school assignments will be considered by the administrator in completing evaluations.
 - e. The administrator shall observe the teacher a minimum of two times for a total of at least 60 minutes prior to preparing a teacher performance evaluation scale. No formal observation shall occur the day before or after a school holiday.
 - f. A plan of assistance will be provided to the teacher demonstrating performance below district standards. The plan of assistance will provide a statement of deficiency, program to be followed, and a monitoring system. It shall be jointly developed, and a district approved form shall be used.
5. General Information Concerning Evaluation:
- a. The responsibility of teacher evaluation rest with school administrators unless, by specified action, the board of education directs otherwise.
 - b. Evaluation will be on file at the district's central office for each teacher.
 - c. Evaluation file information is available to the evaluated teacher, the school board, the superintendent, the supervising principal (s), or the school board attorney upon request of the board, the state board of education as per K.S.A. 72-7515, the board and administrative staff of any school to which such teacher has applied for employment, and other persons specified in writing by the teacher to the school board.
 - d. Teachers may be evaluated more often than state law requires upon the request by a teacher or by the initiative of the administrator. State law requires a teacher to be evaluated once every semester of the first two years of employment with U.S.D. 413 (by the 60th school day of each semester).
 - e. Teachers in the third and fourth years of employment will be evaluated at least once annually by February 15th.
 - f. After the fourth year of employment, the teacher will be evaluated a minimum of once every three years by February 15th.
 - g. All classroom observations done by a building level administrator may be used for teacher evaluation purposes; however, if an observation is less than ten minutes in length the teacher may, within two days of receiving the data, request the data collected not to be used for evaluation purposes. (2014-15)

Section 27: FAIR DISMISSAL OF TEACHERS

1. The Board and Association 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 continued quality professional performance.
2. If a teacher is terminated, he/she shall be afforded the rights to this procedure to appeal that decision.
3. For the first three 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 nondiscrimination protections.
4. Starting in Year Four 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.

5. Non-probationary teachers may be non-renewed for just cause, including ineffective performance, provided the procedural process is closely observed. While timelines are expected to be followed, extenuating circumstances may be considered for minor procedural errors. If the proposed nonrenewal is to be based on ineffective performance, the district 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 assistance. The plan of assistance shall be collaboratively developed but the final decision on the plan rests with the principal.
6. If the nonrenewal is based on other reasons, including disciplinary factors or reduction in force, those separate procedures as outlined in the Agreement shall be followed prior to the termination or nonrenewal.
7. If the non-probationary teacher is non-renewed, he/she shall be notified by certified and regular mail prior to the statutory continuing contract date. The notification shall include the reasons for the nonrenewal. The non-renewed teacher will have fourteen calendar days from the receipt of the letter to file a written request with the Board clerk for a hearing.
8. Within seven calendar days, the parties shall meet and select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officer shall be an arbitrator selected by alternately striking names from either the KSDE list or the AAA list.
9. During the hearing, the entire basis for the nonrenewal shall be proffered by the district and the teacher may present his/her response. If, in the opinion of the hearing officer, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall be closed at the end of the presentations. The decision by the hearing officer shall solely determine whether to sustain or reverse the nonrenewal and shall be rendered in writing to both parties within seven calendar days.
10. It is the intention of the parties that the decision be rendered prior to August 1 and all reasonable efforts should be made to accomplish that goal.
11. If the teacher prevails, he/she is reinstated in full. If the Board prevails, the nonrenewal is final. The decision is binding on both parties provided that either party may appeal a decision it believes arbitrary or capricious.
12. 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.
13. Should the Board choose to discontinue Fair Dismissal Procedures, notification shall be given to the Professional Employees on or before August 15, one year prior to discontinuing the program.

Section 28: COVERING WHEN NO SUBSTITUTE IS AVAILABLE

1. If there is no substitute available at the elementary level and the administration divides the class between other teachers, each teacher shall receive as compensation a prorated share of the substitute rate for each day. If there is no substitute available at the secondary level and the administration divides the class between other teachers, each teacher shall receive the rate specified in Section 10.

Appendix A: SALARY SCHEDULE

	1	2	3	4	5	6
Step	BS	BS+20	MS	MS+15	MS+25	MS+45
1	42100	42898	43604	44341	45127	45859
2	42748	43567	44305	45077	45884	46616
3	43417	44257	45029	45834	46663	47396
4	44107	44964	45771	46613	47468	48200
5	44816	45693	46537	47418	48296	49029
6	45543	46442	47324	48246	49149	49881
7	46292	47213	48133	49099	50028	50760
8	47041	48008	48970	49978	50933	51665
9		48825	49829	50883	51863	52595
10		49669	50714	51813	52823	53555
11		50531	51623	52773	53812	54544
12		51393	52561	53762	54830	55562
13		52255	53618	54780	55877	56610
14			54675	55827	56958	57690
15			55732	56874	58071	58803
16			56789	57921	59184	59916
17				58968	60297	61029
18				*step 17 +.5%	61410	62142
19					62523	63255
					*step 19 +.5%	*step 19 +1%

**Steps Do Not Indicate Years of Experience

*Shaded area established (2012-13) Year two at MS+15 Step 17 and MS+25 Step 19, the salary will be the step plus .5% of said step; Year two at MS+45 Step 19, the salary will be the step plus 1% of said step.

COMPENSATION SCHEDULE FOOTNOTES:

1. The Board shall have the discretion to pay a one-time hiring bonus not to exceed \$2,000.
2. Employees shall be limited to one (1) vertical step per year.
3. **Newly employed Professional Employees** shall be given full credit for years of experience prior to being employed by USD 413, as indicated in the chart below. A semester or more of teaching shall be credited as a full year. Any less than a semester shall not be credited.

Years	0	1-2	3-4	5-6	7-8	9-10	11	12	13	14	15	16	17	18	19	20	21	22	23+
Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19

4. College hours and inservice points as of September 1 shall be used in determining compensation.
5. Inservice points shall be converted to graduate hours at the ration of 20 points =1 hour. Only application and impact points earned as a result of inservice activities and while employed in USD 413 and earned after July 1, 2004 shall be available for this movement.
6. To qualify for the “BS+20”, “MS+15” and “MS+25” hours status, credit must be applicable toward a more advanced degree or be within the teaching field and earned since date of BS or MS Degree.
7. A maximum of 20 graduate hours, earned prior to receiving a Masters Degree but not used toward the Degree, can be used for movement on the schedule (a maximum of one experience step).
8. The base figure for calculating supplemental, coaching, and extended contracts is \$28,000.
9. Employees already retired through KPERs shall be placed on the salary schedule consistent with the guidelines for other employees. If legislation enacts some additional payroll assessment for any employees already retired through KPERs, that individual’s salary shall be reduced to offset that additional employer obligation.
10. 2011-12 Negotiations: a) Freeze current staff at 2010-11 experience step; b) Add \$1000 to each step of salary schedule; c) Begin schedule at step 5 instead of step 6; d) Renumber steps on salary schedule, deleting steps 1-4.
11. If a Master’s degree program requires more than 36 hours for completion, those hours above 36 shall be allowed for movement toward the MS+15 column. Any employee who believed he/she may be eligible for this provision should submit his/her transcripts and relevant documentation to the Superintendent for analysis. (15-16 Negotiations)

Appendix B: USD #413 SUPPLEMENTAL PAY SCHEDULE

The salary shall be calculated using a base of \$29,000.

- | | |
|--|-----------------------------|
| 1. High School Vocational State Approved Courses | .5% per semester per course |
| 2. Lunch Period Supervisors, All levels | 7% |
| 3. Negate Preparation Period | 17% |
| 4. Middle School Intramurals Coaches | \$20.00/session |
- Superintendent shall determine maximum number of sessions

Role of the Association in Negotiating Supplementary Compensation

1. Represent individuals who request supplementary compensation due to extra duty positions assigned to them.
2. Make recommendations involving supplementary compensation schedule structure and amounts paid to individual positions.
3. Monitor use of supplementary assignment.
4. Staffing of the positions listed on coaching and supplementary compensation schedules is a Board and/or administrative decision.
5. The supplemental pay percentage may be increased by mutual agreement of the Board and the Association for one (1) year.
6. New positions and rates of pay may be added by mutual agreement of the Board and the Association for one (1) year.

Appendix C: USD # 413 SUPPLEMENTAL SALARY SCHEDULE

The salary shall be based on a percentage of the compensation schedule base of \$29,000 and the number of years of coaching experience in each sport as indicated below:

The shaded positions shall consider the 2012-13 year as Year 1 for longevity pay.

2%=\$580	2.5%=\$725	3%=\$870	3.5%=\$1015	4%=\$1160
4.5%=\$1305	5%=\$1450	5.5%=\$1595	6%=\$1740	6.5%=\$1885
7%=\$2030	7.5%=\$2175	8%=\$2320	8.5%=\$2465	9%=\$2610
9.5%=\$2755	10%=\$2900	10.5%=\$3045	11%=\$3190	11.5%=\$3335
12%=\$3480	13%=\$3770	14%=\$4060	15%=\$4350	16%=\$4640
17%=\$4930	18%=\$5220	19%=\$5510	20%=\$5800	21%=\$6090
22%=\$6380				

	Position	Yr 1	Yr 3	Yr 5	Yr 7	Yr 9	Yr 11	Yr 13
	PDC Representative	4%	4.5%	5%	5.5%	6%	6.5%	7%
	PLC Teacher Leader	8%	9%	10%	11%	12%	13%	14%
	<i>Weightlifting Supervision</i>	5%	5.5%	6%	6.5%	7%	7.5%	8%
ES	Elementary Vocal Music	8%	8.5%	9%	9.5%	10%	10.5%	11%
HS	Baseball	16%	17%	18%	19%	20%	21%	22%
HS	Baseball Assistant	10%	11%	12%	13%	14%	15%	16%
HS	Basketball	16%	17%	18%	19%	20%	21%	22%
HS	Basketball Assistant	10%	11%	12%	13%	14%	15%	16%
HS	Channel 14 TV Sponsor	4%	4.5%	5%	5.5%	6%	6.5%	7%
HS	Cheerleading	16%	17%	18%	19%	20%	21%	22%
HS	Cheerleading Assistant	10%	11%	12%	13%	14%	15%	16%
HS	Chess Club Sponsor	8%	8.5%	9%	9.5%	10%	10.5%	11%
HS	Cross Country	12%	13%	14%	15%	16%	17%	18%
HS	Cross Country Assistant	8%	9%	10%	11%	12%	13%	14%
HS	Debate	8%	8.5%	9%	9.5%	10%	10.5%	11%
HS	<i>Debate Assistant (added 2017-18)</i>	5%	5.5%	6%	6.5%	7%	7.5%	8%
HS	<i>Dramatics (added 1% 2012-13)</i>	8%	8.5%	9%	9.5%	10%	10.5%	11%
HS	<i>Dramatics Asst</i>	5%	5.5%	6%	6.5%	7%	7.5%	8%
HS	FBLA Sponsor	4%	4.5%	5%	5.5%	6%	6.5%	7%
HS	FCCLA Sponsor	4%	4.5%	5%	5.5%	6%	6.5%	7%
HS	Football	16%	17%	18%	19%	20%	21%	22%
HS	Football Assistant	10%	11%	12%	13%	14%	15%	16%
HS	Foreign Language Club Sponsor	3%	3.5%	4%	4.5%	5%	5.5%	6%
HS	Forensics	8%	8.5%	9%	9.5%	10%	10.5%	11%
HS	Forensics Assistant (% chg 2017-18)	5%	5.5%	6%	6.5%	7%	7.5%	8%
HS	Future Farmers of America (added 2018-19)	6%	7%	8%	9%	10%	11%	12%
HS	Future Educators Sponsor	4%	4.5%	5%	5.5%	6%	6.5%	7%
HS	Golf	12%	13%	14%	15%	16%	17%	18%
HS	Golf Assistant	8%	9%	10%	11%	12%	13%	14%
HS	Health Occupations Students of America (added 2018-19)	5%	5.5%	6%	6.5%	7%	7.5%	8%
HS	Junior Activities	6%	6.5%	7%	7.5%	8%	8.5%	9%
HS	Junior Activities Assistant	4%	4.5%	5%	5.5%	6%	6.5%	7%
HS	Kays Sponsor (added 2017-18)	4%	4.5%	5%	5.5%	6%	6.5%	7%
	Position	Yr 1	Yr 3	Yr 5	Yr 7	Yr 9	Yr 11	Yr 13

HS	Music Instrumental Director	16%	16.5%	17%	17.5%	18%	18.5%	19%
HS	Music Vocal Director	12%	12.5%	13%	13.5%	14%	14.5%	15%
HS	Musicale Assistant Director	4%	4.5%	5%	5.5%	6%	6.5%	7%
HS	Musicale Director	8%	8.5%	9%	9.5%	10%	10.5%	11%
HS	National Honor Society	4%	4.5%	5%	5.5%	6%	6.5%	7%
HS	Newspaper Sponsor	8%	8.5%	9%	9.5%	10%	10.5%	11%
HS	Scholar's Bowl Sponsor	5%	5.5%	6%	6.5%	7%	7.5%	8%
HS	Scholar's Bowl Sponsor Asst (14-15)	3%	3.5%	4%	4.5%	5%	5.5%	6%
HS	Soccer (added 2018-19)	16%	17%	18%	19%	20%	21%	22%
HS	Soccer Assistant (added 2018-19)	10%	11%	12%	13%	14%	15%	16%
HS	Softball	16%	17%	18%	19%	20%	21%	22%
HS	Softball Assistant	10%	11%	12%	13%	14%	15%	16%
HS	Student Council Sponsor	5%	5.5%	6%	6.5%	7%	7.5%	8%
HS	Technology Student Association	4%	4.5%	5%	5.5%	6%	6.5%	7%
HS	Tennis	12%	13%	14%	15%	16%	17%	18%
HS	Tennis Assistant	8%	9%	10%	11%	12%	13%	14%
HS	Track	16%	17%	18%	19%	20%	21%	22%
HS	Track Assistant	10%	11%	12%	13%	14%	15%	16%
HS	Volleyball	16%	17%	18%	19%	20%	21%	22%
HS	Volleyball Assistant	10%	11%	12%	13%	14%	15%	16%
HS	Wrestling	16%	17%	18%	19%	20%	21%	22%
HS	Wrestling Assistant	10%	11%	12%	13%	14%	15%	16%
HS	Yearbook Sponsor	9%	9.5%	10%	10.5%	11%	11.5%	12%
MS	Basketball	8%	9%	10%	11%	12%	13%	14%
MS	Basketball Assistant	7%	8%	9%	10%	11%	12%	13%
MS	Chess Club Sponsor (added 2013-14)	4%	4.5%	5%	5.5%	6%	6.5%	7%
MS	FCCLA Sponsor (added 2018-19)	3%	3.5%	4%	4.5%	5%	5.5%	6%
MS	Football	8%	9%	10%	11%	12%	13%	14%
MS	Football Assistant	7%	8%	9%	10%	11%	12%	13%
MS	Golf	7%	8%	9%	10%	11%	12%	13%
MS	Golf Assistant	6%	7%	8%	9%	10%	11%	12%
MS	Kays Sponsor (added 2017-18)	3%	3.5%	4%	4.5%	5%	5.5%	6%
MS	Music Vocal Director	10%	10.5%	11%	11.5%	12%	12.5%	13%
MS	Musicale Assistant Director(every 2 yrs)	2%	2.5%	3%	3.5%	4%	4.5%	5%
MS	Musicale Director (every 2 yrs)	4%	4.5%	5%	5.5%	6%	6.5%	7%
MS	Publication Sponsor	4%	4.5%	5%	5.5%	6%	6.5%	7%
MS	Scholar's Bowl Spnsr (added 2013-14)	2%	2.5%	3%	3.5%	4%	4.5%	5%
MS	Student Council Sponsor	2%	2.5%	3%	3.5%	4%	4.5%	5%
MS	Track	8%	9%	10%	11%	12%	13%	14%
MS	Track Assistant	7%	8%	9%	10%	11%	12%	13%
MS	Volleyball	8%	9%	10%	11%	12%	13%	14%
MS	Volleyball Assistant	7%	8%	9%	10%	11%	12%	13%
MS	Wrestling	8%	9%	10%	11%	12%	13%	14%
MS	Wrestling Assistant	7%	8%	9%	10%	11%	12%	13%

1. Any percentage may be increased by mutual agreement of the Board and the Association for one (1) year.
2. New positions and rates of pay may be added by mutual agreement of the Board and the Association for one (1) year.

Appendix D: USD #413 EXTENDED CONTRACT COMPENSATION

The following extended contracts may be offered at the discretion of the board of education. The length of those contracts will fall within the designated range and will be set annually by the board.

Compensation shall be at the professional employee's daily rate. If the board determines a professional employee's contract should be extended, it is understood the additional days shall not be continued into the next school year and shall not be considered part of the professional employee's continuing contract. Board will notify the professional employee of the number of extended contract days on or before June 15 preceding the affected contract period.

1. Music, Secondary Instrumental Director – **Up to 5** days per position
2. High School Guidance – **Up to 20** days per position
3. Middle School Guidance – **Up to 20** days per building
4. Elementary School Guidance – **Up to 10** days per position
5. School Nurse – **Up to 20** days per position
6. High School Librarian – **Up to 10** days per position
7. Middle School Librarian – **Up to 10** days per position
8. Elementary School Librarian – **Up to 5** days per position

Role of the Association in Negotiating Extended Contract Compensation

1. Represent individuals whose primary assignment includes an extended contract
2. Make recommendations involving extended contract compensation schedule, structure, and amounts paid to individual positions.
3. Monitor use of extended assignment.
4. The extended compensation percentage may be increased by mutual agreement of the Board and the Association of one (1) year.
5. New positions and rates of compensation may be added by mutual agreement of the Board and the Association for one (1) year.

Appendix E: Curricular Contract Extended Duties

The following duties are not considered supplemental or extra duties and are part of the teacher’s primary teaching duties. The duties will be performed by the teacher assigned to the corresponding class activity. Substantive changes beyond the duties listed here shall be collaboratively determined by the teacher and the principal.

Title	Brief Description of Expectation
Music, Secondary Instrumental Director	<p><u>CHS</u></p> <ol style="list-style-type: none"> 1. Winter and Spring band concert production, practice, and preparation 2. CHS Football – March and perform at all home football games 3. CHS Basketball – Perform at all home basketball games *Football & Basketball – perform at playoffs as agreed upon with AD 4. Graduation Special Music with and for Seniors as agreed upon with principal 5. Work with Community organizations to provide special music and presentations as agreed upon with the Activities Director CHS 6. Encourage and prepare individual students for regional, district, state competitions and KMEA/KSHSAA 7. Encourage and prepare small and large groups for regional, district, state competitions, and KMEA/KSHSAA 8. Parades – Perform, Practice and Prepare for: <ol style="list-style-type: none"> a. Parades taking place in Chanute b. A minimum of 2 additional parades and/or festivals as agreed upon with the Activities Director for CHS 9. Supervise and travel as related to all activities above <p><u>RMS</u></p> <ol style="list-style-type: none"> 1. Winter and Spring band concert production, practice and preparation 2. Encourage and prepare individual students for success at music contents as agreed upon with the director and administrator. 3. Encourage and prepare small ensembles and large groups for success at music contents as agreed upon with the director and administrator. 4. Parades – perform, practice and prepare for: Parades taking place in Chanute + A minimum of 1 additional parade 5. Supervise and travel as related to all activities above.
Music, Secondary Vocal Director	<ol style="list-style-type: none"> 1. CHS Winter Choral Concert Production, Practice, and Preparations 2. CHS Spring Choral Concert Production, Practice and Preparations 3. CHS Graduation Special Music with and for Seniors 4. Occasional Productions at Athletic or other contests as agreed upon with Activities Director 5. Work with Community organizations to provide special music and presentations as agreed upon with the Activities Director 6. Encourage and Prepare individual students for regional, district and state competitions and KMEA/KSHSAA 7. Encourage and Prepare small and large groups for regional, district and state competitions and KMEA/KSHSAA 8. Supervise and travel as related to all activities above
Middle School Vocal Music Director	<ol style="list-style-type: none"> 1. RMS Winter Choral Concert Production, Practice, and Preparations 2. RMS Spring Choral Concert Production, Practice and Preparations 3. Encourage and Prepare individual students for success at music contents as agreed upon with the director and administrator.

	<ol style="list-style-type: none"> 4. Encourage and Prepare small and large groups for success at music contents as agreed upon with the director and administrator. 5. Supervise, organize, accompany middle school band – as agreed to by the Middle School Director, Secondary Band Director and Principal 6. Supervise and travel as related to all activities above.
Music, Elementary Vocal	Prepare, practice, and produce three concerts per year, one grade 4-5, one grade 2-3 and one grade K-1.
High School Yearbook Sponsor (complete yearbook, including photos of student activities)	<ol style="list-style-type: none"> 1. Sponsor will submit yearbook deadlines to principal in fall of the current school year 2. Principal and sponsor will agree upon the deadlines 3. Sponsor will meet the deadlines as agreed upon with principal/activities director 4. Sponsor is in charge of organizing and planning for advertising for yearbook. 5. The supplemental responsibilities are not complete until the yearbook is dispensed to students on the agreed upon deadline
High School Newspaper Sponsor (complete newspaper, including photos of student activities)	<ol style="list-style-type: none"> 1. Sponsor will submit newspaper deadlines to principal in fall of the current school year 2. Principal and sponsor will agree upon the deadlines 3. Sponsor will meet the deadlines as agreed upon with principal/activities director 4. Submit all issues of school publications to administration for prior review.
Middle School Publication Sponsor	<ol style="list-style-type: none"> 1. Ensure team pictures for all Royster athletic teams are taken. 2. Attend a number of locally held Royster Middle School sporting events, agreed upon by the administrator and the advisor, to make sure each sport is covered with an adequate number of photographs for coverage in the yearbook, the newspaper, or both, as deadlines permit. 3. Attend a number of locally held non-sporting events as agreed upon by the administrator and the advisor, including, but not limited to, music performances, drama/theater performances, marching band events, or other locally held non-athletic events, to be sure enough photographs are taken for coverage for adequate reporting purposes for either the yearbook or newspaper or both, as deadlines permit. 4. Ensure photographs are taken of adjunct competitive teams, including, but not limited to, Math Counts, spelling bee, Geography Bee, etc. for coverage in the newspaper or yearbook or both as agreed upon by the administrator and the advisor 5. Be present to report and take photographs at other newsworthy events as they arise as agreed upon by the administrator and the advisor. 6. Ensures that one yearbook is completed and that deadlines are met as agreed upon by the administrator and the advisor, using time as needed outside the regularly scheduled school day. 7. Ensures that 1 quarterly newspaper (4 total) is produced on time as agreed upon by the administrator and the advisor.
High School Dramatics	<ol style="list-style-type: none"> 1. Fall Drama Production, Practice and Preparations 2. Spring Drama Production, Practice and Preparations 3. Supervise and Travel as related to all activities above.

<p>High School Debate (1)</p>	<ol style="list-style-type: none"> 1. Debate Competitions or Events – Minimum 5 events plus regional and state competition to be attended by either head or assistant sponsor 2. Preparation and Organization for all Practice and Competition 3. Supervise and Travel as related to all activities above 4. Host the home debate events as agreed upon with the activities director.
<p>High School Forensics Sponsor</p>	<ol style="list-style-type: none"> 1. Forensic Competitions or Events – Minimum 6 events plus regional and state competition to be attended by either head or assistant sponsor (A Friday/Saturday event at one school = 1 event) 2. Preparation and Organization for all Practice and Competition 3. Supervise and Travel as related to all activities above 4. Host the home forensics events as agreed upon with the activities director
<p>High School Skills USA Sponsor</p>	<ol style="list-style-type: none"> 1. The Industrial or Technical Teacher (or teacher designated by principal) will plan, organize, and maintain an active VICA/Skills program as required by state vocational regulations. 2. Participate in local, regional, district, state events as agreed upon with activities director or vocational administrator. 3. Schedule club meetings for seminar as agreed upon with vocational administrator. 4. Supervise and Travel as related to all activities as above.
<p>High School FBLA Sponsor</p>	<ol style="list-style-type: none"> 1. The vocationally certified business teacher (or teacher designated by principal) will plan, organize, and maintain an active FBLA program recommended by state vocational regulations. 2. Participate in local, regional, district, state events as agreed upon with activities director or vocational administrator. 3. Schedule club meetings for seminar as agreed upon with vocational administrator. 4. Supervise and Travel as related to all activities above.
<p>High School FCCLA Sponsor</p>	<ol style="list-style-type: none"> 1. The high school FACS teacher (or teacher designated by principal) will plan, organize, and maintain an active FCCLA program as required by state vocational regulations. 2. Participate in local, regional, district, state events as agreed upon with activities director or vocational administrator. 3. Schedule club meetings for seminar as agreed upon with vocational administrator. 4. Supervise and Travel as related to all activities above

Appendix F: TUITION POOL

1. There shall be a tuition pool to assist employees in furthering their formal professional training:
2. The district provides \$15,000 per school year, from the start of summer school through the end of the spring semester. There shall be no carryover of unused funds from one year to the next.
 - a. Up to \$5,000 of the pool can be expended in the summer session. Requests may be made electronically starting at 8:00 a.m. on April 1 and ending at 4:30 p.m. 3 business days following April 1.
 - b. An additional \$5,000 of the total, along with any unexpended summer session funds, can be spent on the fall session. Requests may be made starting electronically at 8:00 a.m. on June 1 and ending at 4:30 p.m. 3 business days after June 1.
 - c. The final \$5,000 of the total, along with any unexpended funds, may be spent on the spring session. Requests may be made electronically starting at 8:00 a.m. on November 1 and ending at 4:30 p.m. 3 business days after November 1.
(Unless said date falls on a weekend, at which time request may be submitted the Friday before)
3. The following restrictions apply to the tuition pool:
 - a. Kansas Board of Regents institutions or by the approval of the Superintendent, and
 - b. graduate classes related to the teacher's content area or as approved by the Superintendent
4. An employee should submit a form to the Superintendent indicating his/her intention to take a class, including the course name and number and estimated costs. This will allow the district to estimate the amount of the fund encumbered at any given point in time.
5. The district would pay up to 25% of the tuition to a maximum of \$75 for non-degree seeking hours and would pay 50% of the tuition to a maximum of \$150 per credit hour for degree-, endorsement-, or certificate-seeking hours, whichever is less, excluding fees, books, and materials, upon proof of the successful completion of the course. Successful completion is defined as a "B" or better in a graded course and a "Pass" in a non-graded course.
6. Proof of completion, typically in the form of the grade sheet, along with copies of receipts that indicate the cost of the tuition, shall be made within 30 days of the end of the class.

Application for USD 413 Tuition Pool

Payments will be made in the order this application is received by the Superintendent.

Please complete a separate form for each course.

1. The district provides \$15,000 per school year, from the start of summer school through the end of the spring semester. There shall be no carryover of unused funds from one year to the next.
 - a. Up to \$5,000 of the pool can be expended in the summer session. Requests may be made electronically starting at 8:00 a.m. on April 1 and ending at 4:30 p.m. 3 business days following April 1.
 - b. An additional \$5,000 of the total, along with any unexpended summer session funds, can be spent on the fall session. Requests may be made starting electronically at 8:00 a.m. on June 1 and ending at 4:30 p.m. 3 business days after June 1.
 - c. The final \$5,000 of the total, along with any unexpended funds, may be spent on the spring session. Requests may be made electronically starting at 8:00 a.m. on November 1 and ending at 4:30 p.m. 3 business days after November 1. (Unless said date falls on a weekend, at which time request may be submitted the Friday before)
2. The following restrictions apply to the tuition pool:
 - a. Kansas Board of Regents institutions or by the approval of the Superintendent, and
 - b. graduate classes related to the teacher's content area or as approved by the Superintendent
3. An employee should submit a form to the Superintendent indicating his/her intention to take a class, including the course name and number and estimated costs. This will allow the district to estimate the amount of the fund encumbered at any given point in time.
4. The district would pay up to 25% of the tuition to a maximum of \$75 for non-degree seeking hours and would pay 50% of the tuition to a maximum of \$150 per credit hour for degree-, endorsement-, or certificate-seeking hours, whichever is less, excluding fees, books, and materials, upon proof of the successful completion of the course. Successful completion is defined as a "B" or better in a graded course and a "Pass" in a non-graded course.
5. Proof of completion, typically in the form of the grade sheet, along with copies of receipts that indicate the cost of the tuition, shall be made within 30 days of the end of the class.

To be completed by employee:

Employee name _____ Building _____

Course name _____

University _____

Course number _____

Is this course taken as part of a degree seeking program? Yes ___ No ___

Will this course be taken during Summer ___ Fall ___ Spring ___ Semester.

_____	Cost per credit hour
X	_____ Number of credit hours
_____	Total cost
_____	Divide by 2
_____	Total requested

Signature

Date

Keep a copy for the employee and send the original to Superintendent.
DATE RECEIVED IN SUPERINTENDENT'S OFFICE _____

**Appendix G: PROFESSIONAL EMPLOYEE'S PRIMARY CONTRACT
UNIFIED SCHOOL DISTRICT 413
NEOSHO COUNTY, CHANUTE, KANSAS**

This Contract is executed in duplicate this ____ day of _____ between the Board of Education of Unified School District 413 and _____ for the school year 20__-20__ as defined and scheduled by the Board approved school year calendar. The Board and the Professional Employee agree that:

1. The Professional employee is employed as teacher.
2. The Board shall compensate the Professional Employee at the annual rate of \$_____, to be paid in twelve substantially equal installments, with all deductions required by law and authorized by the Professional Employee in writing. The total compensation includes the Section 125 cafeteria employer paid plan benefits provided for in the Negotiated Agreement. Payment shall begin on or about the 10th of each month commencing in September according to step _____ on the current compensation schedule with the degree status as follows: _____.
3. If the Professional Employee provides written authorization to the Board by April 1, the balance of the Professional Employee's compensation shall be paid in one payment upon completion of all the Professional Employee's contractual obligations. Such payment shall be made no later than June 30. The authorization shall be effective for successive years unless it is revoked in writing by the Professional Employee.
4. The Negotiated Agreement between the Board and the Chanute National Education Association is incorporated into this Contract by reference. The Negotiated Agreement shall have the same force and effect as though it was fully set forth in this Contract.
5. The Professional Employee is properly certified and shall remain so throughout the term of this Contract.
6. This Contract is subject to the statutory provisions of the State of Kansas.
7. The negotiated agreement states the teacher contract will be for 187 workdays. Your contract is for _____ days and additional compensation of \$_____ is added to the annual rate in number 2 above.
8. The negotiated agreement states after one year at MS+15 Step 17 and MS+25 Step 19, the salary will be the step plus .5% of said step, after one year at MS+45 Step 19, the salary will be the step plus 1% of said step. You will received an additional \$_____.

WITNESS: By signing this Contract, the Board and the Professional Employee manifest their agreement to its terms.

Board of Education of Unified
School District No. 413
Neosho County, Kansas

Professional Employee	Date	President	Date
Clerk	Date		

THIS OFFER SHALL BE CONSIDERED WITHDRAWN IF NOT SIGNED AND RETURNED TO THE BOARD OF EDUCATION OFFICE, 315 CHANUTE 35 PARKWAY, CHANUTE, KANSAS, BY 3:00 P.M., ON _____.

**Appendix H: CHANUTE PUBLIC SCHOOLS
UNIFIED SCHOOL DISTRICT NO. 413
GRIEVANCE FORM NO. 1**

Prepare in triplicate, one copy to Administration Center, one copy to Principal, one copy to Grievant.

Description of Grievance

1. Name of grievant:

2. Date grievance allegedly occurred:

3. Date grievance submitted to principal:

4. Grievant's building and assignment:

5. Statement of grievance:

6. Basis for grievance:

7. Relief sought:

**Appendix I: CHANUTE PUBLIC SCHOOLS
UNIFIED SCHOOL DISTRICT NO. 413
GRIEVANCE FORM NO. 2**

LEVEL ONE

1. Date and time of conference:

2. Disposition of grievance:

3. Reason for decision:

Signature of Principal

Signature of Grievant

Date response was mailed/given to Grievant: _____

Signature of Principal

**Appendix J: CHANUTE PUBLIC SCHOOLS
UNIFIED SCHOOL DISTRICT NO. 413
GRIEVANCE FORM NO. 3**

Prepare in triplicate, one copy to Administration Center, one copy to Superintendent, one copy to grievant.

Request for Hearing before Superintendent of Schools

Name of grievant _____

I hereby request a hearing before the Superintendent of Schools as provided in the grievance procedure of Unified School District No. 413.

Date request for hearing submitted _____

Signature of Grievant

**Appendix K: CHANUTE PUBLIC SCHOOLS
UNIFIED SCHOOL DISTRICT NO. 413
GRIEVANCE FORM NO. 4**

Hearing before Superintendent

Level Two

1. Date request for hearing received _____

2. Date and time of hearing _____

3. Disposition of grievance:

4. Reason for decision:

Signature of Superintendent

Signature of Grievant

Date response was mailed/given to grievant _____

Signature of Superintendent

**Appendix L: CHANUTE PUBLIC SCHOOLS
UNIFIED SCHOOL DISTRICT NO. 413
GRIEVANCE FORM NO. 5**

Prepare in triplicate, one copy to Administration Center, one copy to Board of Education, one copy to grievant.

Request for Hearing before the Board of Education

Name of grievant _____

I hereby request a hearing before the Board of Education as provided in the grievance procedure of Unified School District No. 413.

Date request for hearing submitted _____

Signature of Grievant

**Appendix M: CHANUTE PUBLIC SCHOOLS
UNIFIED SCHOOL DISTRICT NO. 413
GRIEVANCE FORM NO. 6**

Hearing before the Board of Education

1. Date request for hearing was received _____

2. Date and time of hearing _____

3. Disposition of grievance:

4. Reason for decision:

Signature of Board President

Date

Date response was mailed/given to grievant:

Signature of Board President