

NEGOTIATED AGREEMENT
between the
BOARD OF EDUCATION
of
UNIFIED SCHOOL DISTRICT No. 347
and the
KINSLEY-OFFERLE NEA

2024 - 2025

TABLE OF CONTENTS

PREAMBLE 3
ARTICLE I. DEFINITIONS 3-9
ARTICLE II. GENERAL PROVISIONS..... 4
 Section A. Savings Clause..... 4
 Section B. Reproduction of Agreement..... 4
 Section C. Recognition Clause..... 4-9
ARTICLE III. SALARIES AND WAGES..... 9-11
 Section A. Salary Schedule Regulations 9-11
 Section B. Car Allowance 11
 Section C. Method of Salary Payment 11
 Section D. Extra Assignment and Extended Contract Rate 12
 Section E. Incentive pay..... 12-13
 Section F. Other pay 13
 Section G. Curricular Contract Extended Duties 13
 Section H. Supplemental Salaries 14
 Section I. Professional Expenses 14
 Section J. Section 403(b) matching 14
 Section K. Longevity Pay 14
 Section L. Student Loan Reduction 14
 Section M. Performance-Based Bonuses 14-15
ARTICLE IV. HOURS OF WORK 15
 Section A. Length of Work Day-Arrival and Departure Time 15
 Section B. Parent-Teacher Conferences 15
ARTICLE V. AMOUNT OF WORK..... 16
 Section A. Lunch Periods 16
 Section B. Preparation Time 16
 Section C. Number of Teaching Periods..... 16
 Section D. Length of Contract Year..... 16
ARTICLE VI. LEAVES..... 17-20
 Section A. Paid Temporary Leaves 17-20
ARTICLE VII. INSURANCE BENEFITS 20-21
 Section A. Plan 125 20
 Section B. Defined Benefit..... 20-21
 Section C. Retiree Insurance 21
ARTICLE VIII COMPLAINTS..... 21
ARTICLE IX. GRIEVANCE PROCEDURE..... 22-23
 Section A. Definitions 22
 Section B. Purpose 22
 Section C. Procedure..... 22-23
ARTICLE X. EMPLOYEE DISCIPLINE AND DISMISSAL 23-24
ARTICLE XI. NON-RENEWAL OF CONTRACTS..... 24
 Section A. Non-Renewal..... 24
 Section B. Reduction in Teaching Staff..... 24
ARTICLE XII. PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURE 25-28
 Section A. Evaluation Procedures 25-28
ARTICLE XIII. WEARING APPAREL 28
ARTICLE XIV. ASSOCIATION RIGHTS 28
 Section A. Payroll Deductions..... 28
ARTICLE XV. NOTIFICATION OF VACANCIES..... 28
ARTICLE XVI. TEACHER RIGHTS..... 28
 Section A. Personnel File-Review 28
ARTICLE XVII. TERMINATION OF A CONTRACT 28-29
ARTICLE XVIII. STUDENT IMPROVEMENT 29
APPENDIX A – GRIEVANCE REPORT FORMS 30-34
APPENDIX B -- CODE OF ETHICS 35
APPENDIX C – SALARY SCHEDULE 36
APPENDIX D-G – SHARED LEAVE FORMS..... 37-40

TABLE OF CONTENTS (CONT.)

APPENDIX H – SCHOOL CALENDAR41
APPENDIX I – SUPPLEMENTAL DUTY PAY SCHEDULE.....42
DURATION OF AGREEMENT43

PREAMBLE

WHEREAS, The Legislature of the State of Kansas has established a procedure for professional employees employed within the school districts of the State of Kansas to organize and to select a representative for the purpose of professional negotiations, and the majority of the employees, excluding administrators, within the District have designated the Association as their representative for professional negotiations; and

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of Unified School District No. 347 is their mutual desire and that the character of such education depends predominantly upon the quality and morale of the teaching staff; and

WHEREAS, it shall be the mutual aim of the parties of this agreement to improve the quality and morale of the teaching staff; and

WHEREAS, representatives of the Board have met with representatives of the Association and have negotiated in good faith the terms and conditions of professional service; and

WHEREAS, this agreement shall be made part of individual contracts with the same force and effect as though fully set forth therein.

THEREFORE, BE IT RESOLVED, that the following ARTICLES contain those salaries and working conditions, which have been agreed to by the Board and the Association.

ARTICLE I. DEFINITIONS

- A. ADMINISTRATOR: All employees so designated by the Board of Education as employed in an administrative capacity.
- B. ASSOCIATION: The Kinsley-Offerle National Education Association, affiliated with Kansas-National Education Association and the National Education Association.
- C. BOARD: The Board of Education of Unified School District No. 347, Edwards County, Kansas.
- D. DAYS: Except when other-wise indicated, days shall mean calendar days.
- E. DISTRICT: Unified School District (U.S.D.) No. 347.
- F. EMPLOYEE: **Member of the bargaining unit.** The terms “employee” and “teacher-“may be used interchangeably but shall mean the same.
- G. HE, HIM, & HIS: Shall apply as appropriate to the male and/or, female person(s).
- H. **KJSHS: Kinsley Junior Senior High School**
- I. KNEA: Kansas National Education Association.
- J. **KONEA: Kinsley-Offerle NEA. “KONEA” and “K-ONEA” may be used interchangeably but shall mean the same.**
- K. NEA: National Education Association.

- L. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 347, Edwards County, Kansas.
- M. TEACHER: All employees except administrators employed by the Board of Education and who are assigned a position which requires a certificate issued by the State Board of Education.
- N. CTE TEACHER - A teacher responsible for administering a Career and Technical Education (CTE) pathway approved by the Kansas Department of Education (KSDE).
- O. EVALUATION CYCLE – A year in which a certified employee receives one or more formal observations resulting in the complete of a district-adopted Education Evaluation document and results in the certified employee receiving a summative rating on the evaluation by the end of the contract year.
- P. FORMAL OBSERVATION – An observation by a licensed principal or superintendent that lasts at least forty-five minutes or an entire class period. During formal observations, the observer shall note the teacher’s performance in relation to the applicable standards on the district-adopted Teacher Evaluation Rubric.
- Q. INFORMAL OBSERVATION – An observation or walk-through by an administrator lasting at least five (5) minutes but at more than fifteen (15) minutes to provide instructional coaching and feedback to a certified employee. During this time, the administrator shall document their observations on a district-approved form. The administrator shall provide detailed written feedback or probing questions on the form with the goal of helping the certified employee identify strengths and areas of improvement, and other helpful comments.

ARTICLE II. GENERAL PROVISIONS

Section A: Savings Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or substituting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section B: Reproduction of Agreement

Copies of this agreement shall be sent electronically to all staff under this agreement.

Section C: Recognition Clause

The Board of Education at a regular meeting held on September 22, 1970, officially recognized the Kinsley-Offerle NEA, for the purpose of professional negotiations under K.S.A. 72-5413, et. Seq., as the exclusive representative for the teacher’s unit of the professional employees.

The bargaining unit shall be defined as those employees of the Board in positions which require a certificate issued by the State Board of Education, but shall not mean any such person who is an administrative employee.

Access to the Bargaining Unit and Members

The Association shall be granted access to the entirety of bargaining unit staff and member ESP employees twice annually to share negotiation and contract information in a meeting lasting no more than twenty (20) minutes, once during the first semester during beginning-of-year in-services and once during the second semester at an in-service of the District’s choice that occurs prior to March 1st. During the meeting, the Association will be permitted to give a twenty (20) minute presentation, which may include membership enrollment.

Access to Buildings

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all times, provided that classroom activities are not interrupted.

Access to Bulletin Boards and Email

The District shall make available, at no cost to the Association, a reasonable portion of existing bulletin boards in District buildings for use by the Association to post notices per the provisions of this subsection. The dimensions, number, and location of the associations' bulletin board space shall be agreed upon at the building level. The District retains the right to change the location of any bulletin board based upon a change in the use of space, remodeling or reconfiguring work areas, or other similar reasons provided the District first consults with the Association about a suitable relocation of the bulletin board. All notices shall relate to the matters listed below:

- Association recreational and social affairs;
- Association appointments and contact information;
- Association elections;
- Results of Association elections;
- Rulings on policies of the Association or other labor organizations with which the Association is affiliated;
- Association meeting notices or minutes;
- Reports of Association committees;
- Official Association publications, including reports on legislative activities affecting working conditions;
- Membership rights and recruitment information.

The Association shall be responsible for all items posted on the bulletin board. Each item posted shall be dated and initialed by the Association official approving the posting. The Association shall ensure that items are not illegal, defamatory, political, or partisan and that no item is detrimental to the safety and security of the District. Notices will not contain anything that would reflect unfavorably upon the Board, its representatives, administration, or any other employee. Where the parties agree, the Union may purchase and install bulletin boards.

Association and Association representatives shall have the right to email updates, alerts, and information to Association-covered bargaining unit members to their school email accounts for unit members with school email accounts. The District shall not block the Association as a sender or otherwise hinder email delivery to bargaining unit members from the Association. Consistent with established policies and procedures, employees shall also have access to the association website to obtain information. The parties recognize that not all employees have computers, internet, or email access during their employment and, notwithstanding the above, nothing herein shall require the District to provide the same.

ARTICLE 36 - ACCESS TO INFORMATION

The Board shall provide the Association with copies of the agenda and all supporting materials in a timely fashion before each regular and special Board meeting. The Association will receive copies of minutes of public session official Board meetings.

The Association will receive copies of minutes from all District committees and teams that, during their regular business, can recommend changes to terms and conditions of professional service, as defined in K.S.A 72-2218(1)(1).

The Board of Education shall provide the Association with copies of all policy changes or directives issued by the Board or District and Building administrative personnel that affect the wages, hours, or terms and conditions of professional employment of teachers as a group. The Board shall notify the Association of any change to a position description (for positions covered under this agreement) as soon as reasonably possible.

The Board shall furnish to the Association in response to reasonable requests from time to time, and once annually no later than February 1st of each calendar year, available information concerning the financial resources of the system, including but not limited to:

the current year budget, including the general fund, supplemental general fund, special funds, and forms 148, 150, 155, 239,
the current year SO 66 form,
the current year state audit for enrollment, if that is completed,
the total fringe benefits paid to each bargaining unit member
In an electronic Excel file, the name, FTE, primary salary, supplemental salary, extended salaries, building assignment, teaching assignment, year hired, personal email, home address, and cell phone of each bargaining unit member as required under the Professional Negotiations Act, K.S.A. 72-2218 et seq. See also NEA-Kansas City vs USD No 500, 227 Kan. 541 (1980)
Credited years of experience for each employee (step placement)
Education level attained for each employee (column placement)
The amount of money the district plans to move from the General Fund and LOB into Capital Outlay for the following year,
any purchases or sales of property, buildings, or equipment with a cost equal to or greater than the lowest-paid certified teacher on staff's annual salary made in the current contract year or planned for the upcoming school year,
the salaries of all district and building administrators and
the salaries and proposed salaries of school board members.

The Board, from time to time and upon request, shall provide other information that shall assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers and students and informed proposals during negotiations. The Board shall not have to provide any documents protected by federal or state privacy laws if doing so would violate such laws.

ARTICLE 37 - ACCESS TO NEW MEMBERS OF THE BARGAINING UNIT

The Association will have the right to have a letter prepared by the Association placed in the Superintendent's packet for all new teachers, informing said teachers that the Association is recognized as the exclusive negotiating representative for all teachers in the Kinsley-Offerle School System.

The District shall notify the Association of each formal orientation meeting held by the District. The notice will be sent as soon as such meetings are scheduled but at least ten (10) days in advance and will include the date, time, and location. If the Association is unable to attend the formal orientation, the Association shall notify the District as soon as that determination is made, but at least forty-eight (48) hours in advance of the scheduled meeting.

If a formal orientation meeting is not held, or the Association notifies the District that it is unable to attend the formal orientation, or the District determines that there is insufficient time on the orientation agenda to include the Association, the District shall allow an Association representative and the new employee(s) group to meet during duty hours at a mutually agreed upon time and location mutually agreed upon by the District and the Association for twenty (20) minutes. During the orientation, the Association will be permitted to give a presentation, which may include a membership enrollment.

Association Leave

Secretary-Treasurer & Board of Directors Leave

A teacher elected Secretary-Treasurer of KNEA or NEA or as a member of the KNEA or NEA Board of Directors shall be granted the leave days necessary to fulfill the obligations of those positions. The teacher shall notify the Superintendent at least 48 hours (about two days) before using said leave. The district shall be reimbursed for providing substitute teachers and incur no other cost.

Vice-Presidential Leave

A leave of absence shall be granted upon election to serve as Vice President of KNEA or NEA.

USD 347 shall pay the full salary and benefits to the teacher serving as Vice President of KNEA or NEA, provided KNEA or NEA agrees to reimburse USD 347 for the salary and all benefit costs. During the leave period, the teacher shall continue to advance on the salary schedule, provided such advancement is allowable by the schedule and they meet the requirements of such a move. During the leave period, the teacher shall retain all leave allowances credited to them when such leave commences. Other terms will be put into contractual form and approved by the teacher, the Board of Education, and the Executive Director of KNEA or NEA. Upon returning from such leave, the teacher shall return to the position they held or a comparable or similar assignment as when the leave commenced.

Presidential Leave

A leave of absence shall be granted upon application to serve as President of Kansas NEA or NEA. USD 347 shall incur no expenses for a teacher serving as President of KNEA or NEA. USD 347 shall pay the full salary and benefits to the teacher serving as President of KNEA or NEA. During the leave period, the teacher shall continue to advance on the salary schedule, provided such advancement is allowable by the schedule and they meet the requirements of such a move. During the leave period, the teacher shall retain all leave allowances credited to them when such leave commences. Other terms will be put into contractual form and approved by the teacher, the Board of Education, and the Executive Director of KNEA or NEA. Upon returning from such leave, the teacher shall return to the position they held or a comparable or similar assignment as when the leave commenced.

Association Release Time

Release for Association Duties

Association representatives will be allowed release time with pay consistent with the operational needs of the District for Association business, such as state or area-wide committee meetings or state or national representative assemblies, conventions, and training activities, provided the employee provides reasonable notice to their supervisor of such absence.

Reasonable notice for Association-sponsored meetings and conventions listed above is at least fifteen (15) days, and the District shall respond within ten (10) days of receiving the representative's notice. Such release time will not be detrimental to the employee's record. It will be taken explicitly into account when applying performance standards relating to quantity and timeliness of work. Release time may be used in one (1) day increments.

Each member shall report all release time under this subsection on unit member time sheets, reflecting the time used with the payroll code appropriate for the employee organization's business. Release time under this subsection shall be at most fifteen (15) contract days per calendar year and not exceed three (3) contract days for any employee except the Kinsley-Offerle NEA President.

In addition to the release time established above, consistent with the district's operational needs, bargaining unit members who serve on the bargaining team shall be entitled to be released from duty for a reasonable amount of time, as agreed by the District and the Association, for time spent preparing for negotiations. Each member shall report all release time under the above paragraph on unit member time sheets, reflecting the time used with the payroll code appropriate for negotiations.

Release from Duty Issues

The parties recognize their obligations to grant and utilize release time authorized by this Agreement efficiently in the context of effective and efficient District operations. To this end, the District and the Association shall each designate a person to discuss and resolve issues associated with release from duty for the Association. Requests for release time under this Agreement shall be granted in a manner consistent with operational needs. When the District denies release time,

based on operational needs under this Agreement, it shall, upon written request of the Association, provide the reasons in writing. Release time under this provision shall not be arbitrarily denied.

Payroll Deduction of Dues

Within thirty (30) days after receipt of written authorization from the teacher or educational support professional, the Board shall deduct from the salary of the employee and make appropriate remittance for:

Association Dues

Such authorization shall continue in effect from year to year. According to such authorization, the Board shall deduct one-twelfth (1/12) of the appropriate dues amount from the employee's regular salary/paycheck each month. Amounts to be deducted shall be supplied to the Board through a schedule established by the Association. Any balance due upon the employee's termination of employment shall be deducted from such individual's final check. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing by the employee between July 15 and August 1 of any school year. The Board shall transmit to the Association the total monthly deduction for the professional dues within ten (10) days following each regular period with a listing of the employees for whom the deduction was made.

Recognition Clause

The Board of Education, at a regular meeting held on September 22, 1970, officially recognized the Kinsley-Offerle NEA for professional negotiations under K.S.A. 72-5413, et seq., as the exclusive representative for the teacher's unit of the professional employees.

The bargaining unit shall be defined as those employees of the Board in positions that require a certificate issued by the State Board of Education, including teachers, school specialists, and school psychologists. Still, it shall not mean any such person who is an administrative employee.

The Board recognizes the Association as the sole and exclusive representative in all matters establishing compensation, hours and amounts of work, and other terms and conditions of professional employment for all employees covered by this Agreement and grants to the Association rights that shall not be granted or extended to any other organization claiming to represent educators of the school district.

The Board will not recognize or negotiate with any other union or employee organization on matters of wages, hours, and other terms and conditions of professional employment in association-represented bargaining units.

Recognition of Association Building Representatives

The Board will recognize Building Representatives designated by the Association responsible for investigating and processing grievances and participating in any grievance hearing or grievance meeting where employees are present, formal disciplinary hearings as authorized by this Negotiated Agreement and Board policy, or other activities authorized by this Agreement.

The Association will notify the Board in writing of the names of the designated Building Representatives before they assume any duties. Upon executing this Agreement, the Association shall provide the Board with a comprehensive list of designated Building Representatives. It shall continuously provide updated complete lists of designated Buildings whenever changes occur.

Designated Building Representatives shall be allowed a reasonable amount of duty time, typically ninety (90) minutes per Building Representative per week, without charge to pay or leave to administer the Agreement and otherwise represent employees under this Agreement. If ninety (90) minutes is insufficient, the Building Representative may request additional time from their immediate supervisor. A reasonable amount of extra time shall not be arbitrarily denied. To the extent necessary to participate in hearings and meetings, a designated Building Representative's

assignment shall be adjusted so that such participation shall be on official duty time. Building Representatives shall seek and obtain appropriate approval from their respective supervisory channels before leaving regular job duties to participate in Association Building Representative duties. They shall not abandon their posts before receiving such approval. Release from duty and assignment adjustments will not be unreasonably denied and will be consistent with the operational needs of the District.

An educator wishing to meet with a Building Representative to discuss representational issues during work hours shall seek and obtain appropriate approval from their respective supervisory channels before leaving regular job duties to meet with a Building Representative and shall not be required to use leave time if prior approval is obtained. Alternatively, the educator may request a meeting with a Building Representative. The Building Representatives shall then inform the employee's supervisor of the meeting. Upon approval by the supervisor, the educator and the Building Representative shall be allowed to meet at the agreed time. Release from duty for a reasonable amount of time for this purpose shall be granted so long as operational needs allow. Discipline and grievance meetings with the District shall occur on work time.

Use of Facilities and Equipment

The Association shall have the right to use school facilities and equipment without charge. Such equipment shall include, but not be limited to, typewriters, word processing equipment, and computers (including e-mail), copy machines, calculating machines, and audio-visual equipment when such equipment is not otherwise in use. The Association shall have the right to use school buildings for meetings without charge.

ARTICLE III. SALARIES AND WAGES

Base Salary

The base salary for the 2024-2025 school year will be \$42,228.00.

Section A. Salary Schedule Regulations

The board will publish a salary schedule that governs the salaries of all educators covered by this agreement will update it annually, based on the results of negotiations. The revised salary schedule will be incorporated into this agreement as Appendix B.

The board and Association agree that the current mechanism where base pay increases will be reflected through-out the scale, based on the base salary agreed upon between the board and the association.

1. Initial Placement-Column

At the time of employment, each professional employee shall be placed on the salary schedule where the school district deems appropriate or are willing to offer conditions of employment with each column representing a step in education earned, based on the number of years of accredited teaching experience an any hours or degrees from an accredited college and/or approved in-service points. For purposed of salary schedule placement or advancement, twenty (20) professional development points equal one (1) college credit.

Each teacher shall file with the superintendent, a copy of all official college and in-service education transcripts. The official transcripts on record in the office of the superintendent shall be the basis for salary schedule placement.

2. Transition to Teach Program

Employees hired under the expectations of completing the transition to teach or a Masters of Art/Science in Teaching program shall enter the salary schedule under BS+0 or MS+0, depending on the highest level of education obtained before hire, for year one. After year one, the employee shall move vertically one step upon proof of enrollment in year two of the program.

Failure to complete the program after year two shall freeze the employee on the salary schedule.

Upon completing the program and obtaining a professional education license, the employee shall move horizontally on the salary schedule commensurate with the employee's education level as given in written notification by the June 1st deadline.

This provision shall also apply to any hired employee obtaining their initial teaching license at the undergraduate or master's level.

Upon completing the program and obtaining a professional education license, the employee shall move horizontally on the salary schedule commensurate with the employee's education level as given in written notification by the June 1st deadline.

This provision shall also apply to any hired employee obtaining their initial teaching license at the undergraduate or master's level.

3. Movement on Salary Schedule-Column

Teachers shall progress across the salary schedule when the hours and points completed reach the minimum for that column. Points shall be awarded in compliance with KAR 91-1-218. All points awarded by the Professional Development Council (PDC) will be allowed for salary schedule movement.

Each vertical column on the salary schedule shall represent an earned degree from an accredited institution of higher learning or an intermediate column between earned degrees shall represent additional earned credit hours not already counted in an earned degree.

For a professional employee to advance from one vertical column to another, they shall file an intent to advance with the Superintendent before June 1. Additional college credits earned after the teacher is employed by the district shall be filed with the Superintendent no later than ten (10) days after the beginning of each school year. If an official transcript is not available from a college by that date, the teacher may file a letter from the instructor of that institution stating the grade received by the teacher and the number of units earned. Along with this letter, the teacher will file a copy of a letter requesting an official transcript from the institution. Any changes on the salary schedule resulting from these additional credits shall be retroactive (if needed) to September 1 for salary schedule placement purposes.

4. Teachers Below Full-Time

Hours approved for advancement on the salary schedule shall have met the following conditions:

- a. That the hours have been approved in advance by the Superintendent.
- b. That the hours have been approved by the State Department as those hours actually used in granting of a certificate renewal.
- c. That the hours are directly related to the professional employee's teaching field or, subject, or that the hours will assist in improving the competencies of the professional employee. It shall be the responsibility of the professional employee to illustrate how the hours relate to their teaching field or subject and/or how the hours will assist in improving their competencies.

~~d. The Superintendent shall decide whether or not the hours will be allowed for horizontal advancement on the salary schedule. The Superintendent may also consult with the professional employee who has submitted the hours for consideration before he makes the final decision. Only those approved undergraduate hours earned after June 1, 1983, shall be approved for advancement on the salary schedule.~~

- d. The college credit hours earned while on or in conjunction with professional leave granted by the District shall not be reimbursable under this Article unless mutually agreed upon by the Superintendent and the professional employee.

5. Conditions, Which Govern Movement From One Column, ~~F~~to the Next:

- a. Professional employees on the Teachers Salary Schedule who advance from one column to another shall move to the corresponding eligible step on the higher column.
- b. A professional employee may qualify for advancement of more than one column on the salary schedule in one year.
- c. It is important that a record of all college hours, which have been completed by each teacher in the District and which have been approved for advancement on the salary schedule, be maintained in the Superintendent's office. Therefore, in order for college credit hours to be eligible for advancement on the salary schedule, an official transcript of the hours shall be submitted to the Superintendent's office within one year after the time the course was completed.
- a. Professional Development (PDC) points will count towards movement across the salary schedule. Twenty (20) PDC points will equal one college credit hour.

6. Movement on Salary Schedule-Rows

- a. Each horizontal row on the salary schedule shall represent an earned year of service. This may not extend further than the rows listed in the salary schedule.

7. Assignments Less Than Full Time

Teachers who work less than full-time, shall be paid a prorated portion of the salary paid for a full-time teacher with the same education and experience. Teachers who work less than full-time shall progress on the salary schedule in the same manner as a full-time employee. Teachers who are on an extended contract shall be paid at their daily rate of pay for the contract year in which the service is rendered.

8. Transition to Teach Program

Employees hired under the expectations of completing the transition to teach or Master of Art

Section B. Car Allowance

Teachers required in the course of their work to drive personal automobiles from one school building to another, teachers who receive administrative approval to use their personal cars for field trips and teachers who receive administrative approval to use their personal cars for travel connected with Professional Improvement shall receive a car allowance equal the state rate.

Section C. Method of Salary Payment

D. Pay Periods

Each professional employee shall be paid in twelve (12) equal installments on or before the 23rd of each month. Professional employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the professional employee.

2. Exceptions

Any professional employee, upon written notice by April 1, on the standard form furnished by the Board, shall receive June, July, and August checks on the last pay period of the school work year if there is cash on hand. If cash is not available, checks will be paid within three days of receipt from the Kansas State Department of Education.

3. Summer Checks

Summer checks shall be mailed to the address designated by the professional employee.

Section D. Extra Assignment and Extended Contract Rate

All professional employees under contract for more than 183 days or who sign an extended supplemental contract for summer employment will be compensated for each additional day worked by a salary of 1/183 times the salary as determined by the professional employee's placement on the salary schedule of the current year.

A class overload is defined as a teaching responsibility, which is assigned during a teacher's normal preparation period at Kinsley – Offerle Elementary School or Kinsley Junior & Senior High School.

This assignment will be made on a part-time or full-time basis, and will not be considered as a temporary or substitute assignment. The compensation for a class overload will be on the basis of 1/8th of 1/183 of the teacher's rate of pay as determined by the professional employee's placement on the salary schedule of the current year. The teacher's total annual compensation for a class overload will be dependent upon the total number of school days the class overload is assigned.

Teachers will be paid at 12.5% of their salary if they teach two grade levels (such as 1st and 2nd grade) as a combination classroom and have dual planning, teaching, and time management responsibilities. While every effort will be made to hire sufficient staff to reduce class size, sometimes budget and teacher availability prevent this.

For those teachers that by reason of scheduling conflict are unable to receive a duty-free planning period due to the scheduling of an eighth period enrichment period will be compensated on a pro rata share of the substitute pay schedule

Section E. INCENTIVE PAY:

- A. The Board will pay up to \$100.00 per college credit hour for certified staff. This will only be approved with the following stipulation:
1. If the district pays workshop fees (including any hotel, travel, meals, provides transportation or reimbursement for transportation, etc.) this money is not available.
 2. Classes must be graduate level courses in education toward a master degree or adding an endorsement. This will require verification from university that teacher is in an approved program or letter from state showing that courses will apply toward adding an endorsement.
 3. Undergraduate courses can apply but they must be for an endorsement that the district is seeking (this could pay up to \$175 per course with proper prior approval and a letter from Superintendent stipulating any and all allowances and exceptions.
 4. Staff must fill out proper paperwork including pre-approval before course is taken and request for payment after course is completed. Staff must show a bill that has been paid and proper documentation showing grade obtained. All requested paperwork is the responsibility of the teacher and is due a minimum of 10 days before an approved pay period as stipulated in #7 below.
 5. Grades in all courses must be a "B" letter grade or higher and must give teacher a minimum of 3 points on a 4 point scale.
 6. Staff who leave the district in the second semester or summer will not be given this incentive regardless of pre-approval status.
 7. If staff take and pass a praxis series test that has been approved in advance of taking the test, the teacher can be reimbursed for this test after the new endorsement is placed on the teacher license and will be paid on the schedule outlined below in #8.
 8. Payment for college courses (not to include ESL) will be done two times a year (in the February paycheck and in a July paycheck) unless stipulated in a prior approval letter from the superintendent.
- I. ESL endorsement = \$450.00 per year for current certified employees with ESL endorsement. The District will pay up to \$ 175.00 per college credit hour for those certified teachers enrolled in the ESL endorsement program, with the \$450.00 stipend to be paid each year thereafter when endorsement has been achieved. If endorsement has been achieved prior to August 1, of the forthcoming school year, the teacher will be eligible for the \$450.00 stipend that upcoming school year. The stipend will be paid each year thereafter. District will also reimburse staff that take and pass the required PRAXIS Exam (only one time) to add the endorsement to the teacher's individual teaching license. The money will be reimbursed only after teacher

presents a receipt for taking the test and the teacher hands the district clerk a new copy of his or her teaching license with the ESL endorsement on the license.

1. Newly licensed and veteran teachers have two (2) years to obtain their ESOL endorsement beginning August 1, 2023. If they do not earn it in this time, the teacher will continue to receive the base increase, but will not be eligible to increase their salary through row (years in service)/column (education) movement.
- J. The Board will count PDC points for movement across the salary schedule. 20 PDC points will equal 1 college credit hour.
- K. Teachers teaching dual credit courses may keep their college earned funds generated from teaching the dual credit courses during the school day.
- L. Teachers teaching ITV courses may keep their college earned funds or outside entity earned funds generated from teaching the ITV courses during the school day. If not compensated by a college or other entity, the board will pay up to \$700 per semester course taught for ITV courses during the school day. This will be paid in December for fall term and in May for the spring term. Teacher will also need to fill out a time sheet for our auditor for this payment.

Section F. OTHER PAY:

If teacher preparation time is assigned or volunteered, the teacher will be paid \$20.00 per class covered.

Extracurricular activities are assignments in addition to the employee's primary employment contract. Such assignments shall be voluntary and no employee shall be required to accept any such assignment. Refusal to accept an extracurricular assignment shall not be a valid basis for a negative evaluation. Employees who supervise activities shall be covered by school liability insurance.

Section G. 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 board may add or delete Curricular Contract Extended Duties as needed. If positions are added the compensation will be determined by the board of education initially and included in the Notice Letter following the addition of such duty. The teacher will perform the duties assigned to the corresponding class activity. The additional duties will be scheduled by the building principal and approved by the superintendent.

Additional compensation will be paid based on a percentage of the teacher's annual salary. The duty and percentage is as follows:

JH/HS Instrumental Music (Including Concerts)	3.0%
JH/HS Pep Band	4.0%
JH/HS Vocal Music (Including Concerts)	3.0%
ES Instrumental Music (Including Concerts)	2.0%
ES Vocal Music (Including Concerts)	1.5%
Musical	6.0%
HS Forensics	7.5%
Debate	7.5%
HS Yearbook	4.0%
HS Newspaper	4.0%

A \$25 stipend will be paid to teachers who attend after school hour events where duties are required. (Music Programs, Orientations, Open House, Family Nights – not including KOES carnival)

A ~~\$100~~ \$125 stipend will be paid to teachers each quarter as they serve as mentors to new teachers (mentees) in the district.

Section H. Supplemental Salaries

Conditions governing supplemental salaries are as follows:

1. The board reserves the right to create new supplemental duties based on the needs of students identified by the proposal to create such activity. If positions are added the compensation will be determined by the board of education initially and included in the Notice Letter following the addition of such duty.
2. The Board retains the right not to assign a particular coaching or sponsorship duty if the number of students does not warrant it just as the Board retains the right to hire additional assistant coaches if the number of students warrant it.
3. Coaching duties will normally include boys only or girls only; however, if the number of participants dictates it, the Board retains the right to include both boys and girls in the same assignment.
4. Assistant coaches are assigned only on the recommendation of the administration with final approval by the Board of Education.
5. An employee accepting a supplemental contract will be placed on the scale based on the years of experience in such activity. The index factor for supplemental contracts shall be .025% of the base salary amount per year (not to exceed 4.5%). See Article C

Section I. Professional Expenses

Professional employees performing additional assigned duties will be paid on the following basis:

Each professional employee has the opportunity to volunteer for summer school teaching, QPA Committee work and to attend workshops/training classes. Summer school teaching rate of pay is \$21.25 per hour. Other summer pay rate is \$12.00 per hour. Request and approval must go through the chain of command.

Section J. 403(b) matching

The district participates in a district sponsored section 403(b) retirement program and will match up to \$50 per month of the professional employee's contribution in the district sponsored 403(b) plan.

Section K. Longevity Pay

Beginning in the 2020-21 school year, employees will be receive an annual longevity pay per the following schedule in the May payroll of the school year that completes that year of service.

Less than 5 years – no longevity pay

5 – 9 years - \$200

10 – 14 years - \$300

15 – 19 years - \$400

20 + years - \$500

Section L. Student Loan Reduction

The district will pay initial processing for GotZoom or similar student loan reduction service up to \$400.

Section M. Performance-Based Bonuses

The district will establish an annual performance-based bonus system for certified employees. Each certified staff member who meets the eligibility criteria, as listed below, shall receive a yearly bonus in an amount, which shall not be less than \$150, to be determined by the Board. The Board reserves the right not to issue an annual bonus in the event no funds are available.

To be eligible for the performance-based bonus program, a certified employee must meet the following criteria:

1. Certified Staff on an Evaluation Cycle

- a. On the district-approved Educator Evaluation form, the certified employee must score Effective or above on the Final Summative Rating for the current year.
- b. The certified employee must not have received a written reprimand or been placed on a plan of assistance for the current school year.

2. Certified Staff NOT on an Evaluation Cycle

- a. The certified employee must not have received a written reprimand or been placed on a plan of assistance for the current school year.

ARTICLE IV. HOURS OF WORK

Section A. Length of Work Day-Arrival and Departure Time

The normal duty day shall be 8 hours, including lunch period. The board shall have the right to determine the number of minutes in the school day, the number of periods and the length of each period within the normal duty day of 8 hours. The contract day at KOES begins at 8:00am and ends at 4:00pm. At KJSHS, the contract day runs from 7:40am-3:40pm. Teachers may leave at the same time as students on Fridays or the day before a break if they have no obligations to fill. The duty day may be extended to include open houses, parent-teacher conferences, special education staffing and faculty meetings as determined by the board and administration. If the contract day is extended for all employees, such as for parent-teacher conferences, employees shall have the hours on another contract day(s) reduced by the hours the contract day was extended.

Employees shall not be required to arrive before or remain after the end of the regular workday for the purpose of attending faculty or other professional meetings without additional compensation equal to hourly pro-rata rate of the per diem for emergency substitute teachers. Such meetings shall begin within five (5) minutes after the student dismissal time and shall run for no more than ten (10) minutes. If additional time is needed, students shall be dismissed early. Meetings shall not be called on Fridays or any day immediately preceding any holiday or other day upon which employee attendance is not required at school. This section shall not apply to inservice/professional development days that are a regularly scheduled part of the approved school calendar.

The notice of a meeting, including an agenda, shall be given to the employees involved at least two (2) days before meetings except in an emergency. Employees shall have the opportunity to suggest items for the agenda.

The board reserves the right to vary the number of minutes in the school day including, but not limited to, the accommodation of the students' educational program, student transportation and other such aspects of the school operation as the board may deem appropriate. The board will start the process of looking into the transition to a four day week. This process will be evaluated no later than June 30, 2024-2025 for possible implementation for the 2023-2024-2025-2026 school year.

Section B: Parent-Teacher Conferences

1. The Board and Administration will work with the Calendar committee to schedule Parent-Teacher conferences. The schedule will provide a break time for teachers when conference time is added to a full duty day. The District shall provide a scheduling format for all parent-teacher conferences, other than student-led conferences, to ensure all parents can talk to each of their child's teachers during parent-teacher conferences. Teachers may provide parents the option to not attend a conference in their room if the student has a B or better. Staff members are openly, invited to make recommendations to the committee.

ARTICLE V. AMOUNT OF WORK

Section A. Lunch Periods

1. Teachers who give up their own duty-free lunch period will be paid \$5.00 per day for lunchroom supervision. Teachers who agree to lunchroom duty must do so by notifying their building principal by the first report day for teachers. Teachers who agree to lunchroom duty will be assigned on a rotational basis. Teachers will be responsible to buy their own lunch ticket.
2. Leaving the Building

Professional employees may leave the building without requesting permission during their scheduled duty-free lunch periods and with permission during their preparation time.

Section B. Preparation Time

1. Each professional employee shall have an uninterrupted preparation period each day as scheduled. In those cases where regular substitutes are not available, regular professional employees may volunteer as substitutes during their preparation time. In the absence of volunteers, a professional employee may be assigned to serve as a substitute. Volunteers and assigned professional employees shall be paid twenty dollars (\$20) per class covered. Payment only occurs when the coverage is during the plan period. No other time frames will be considered/compensated. Professional employees are not obligated nor will they be expected to cover during hours outside their preparation period. Such assignments shall be arranged by the principal of the school in question and shall be distributed equitably among the professional employees in said school.

Section C. Number of Teaching Periods

Planning Time - Each elementary and pre-school certified employee will have at least an average of sixty (60) minutes per day, within the limits of the students' school day, and in addition to the certified employee's lunch period, for the purpose of daily planning and preparation. No portion of such daily planning period shall be less than thirty (30) minutes for individual planning. Each middle school and high school certified employee will have one (1) class period for individual planning and preparation time.

Section D. Length of Contract Year

Scheduled teaching days will be 183 days. Contract days may be scheduled for instruction, curriculum study, orientation, in-service, parent-teacher conferences, teacher preparation or other activities determined by the Board of Education. The Board retains the right to modify or change the use of contract days, especially in cases where required by law or unforeseen circumstances.

The number of contract days for the school year 2024 -2025 shall not exceed 183 days per the school calendar.

The current work year shall include the following days:

10.5 days for professional development, including KESA/QPA-related activities

2.75 days for parent-teacher conferences

3.5 days for clerical work

1 day for Kindergarten/PreK Round-Up

The District may use all or part of a work day to assign employees to work Track & Field events for district hosted track meets. Employees shall be compensated for any time worked past the end of the work day.

ARTICLE VI. LEAVES

Retirement Payment on Sick Days

Unless specifically provided for in this Agreement, the District will not pay for unused leave benefits when an employee leaves the employ of the District; provided, however, any professional employee who meets the following requirements shall be entitled to receive upon retirement, payment in the amount of \$45.00 to \$30.00 per day, for each day of accumulated sick leave remaining unused at the end of the school year, if and only if, the following is accomplished. To be eligible for such payment, in the case of retirement, the employee must meet all of the following requirements:

1. Be employed by the District at the time retirement is announced;
2. Be retiring from the full time teaching profession;
3. Have been employed by the District for fifteen (15) or more cumulative years at the time retirement is announced;
4. Employee must submit written notice of retirement to the Board of Education by February 8, for \$45.00 per day of unused sick leave, by March 8, for \$35.00 per day of unused sick leave, and by April 8, for \$30 per day of unused sick leave of the retirement year.

If eligible, the employee shall receive the payment set forth above on or before June 30, following the announcement of the retirement, or within thirty (30) days following the final decision in the case of non-renewal due to reduction in staff.

Provisions Covering All Types of Leave

Section A. Paid Temporary Leaves

1. Accumulated Days
 - a. At the beginning of each school year each professional employee shall be credited with twelve (12) days of leave, the unused portion of which shall accumulate from year to year to sixty (60) days. Seventy days will be the maximum number of days available at any time during the year. Staff who reach and then do not utilize days past sixty (60) days will be compensated at a rate of \$40.00 in a separate check to be paid on or before June 25th of each school year (maximum of twelve (12) days compensation). Teacher must maintain sixty (60) days at the end of each school year (June 30) to be eligible and must start the next school year (starting July 1) with seventy-two (72) days.
 - b. Notification: Each professional employee shall be given a written accounting of his accumulated leave days in September of each school year upon request.
2. Types of Leave-Discretionary, Injury, Disability or Bereavement:
 - a. Discretionary Leave: The board realizes that occasions arise throughout the year when employees need to be absent from duty. The following conditions shall govern the granting of discretionary leave days:
 - i. Requests for discretionary leave shall be filed with the building Principal at least five (5) days in advance of the anticipated leave date. The building Principal shall acknowledge the request and forward to the Superintendent.
 - ii. The reason for requesting the discretionary leave need not be stated on the request form unless a special situation occurs which would require the Superintendent to use discretion in granting the leave.
 - iii. No more than two (2) teachers per building and no more than four (4) teachers from the entire District will be granted discretionary leave on any one school day.

- iv. Discretionary leave will not be granted during the first or last week of the school year, on any regularly scheduled District In-Service Day, on days set aside for Parent-Teacher Conferences, and on the day immediately preceding or the day following a scheduled school holiday or vacation. The Superintendent is granted the discretion to exceed the limitations placed on personal leave.
- v. Discretionary leave days will be taken in minimums of one-half (1/2) day segments.

Employees that do not submit a leave request within two workdays of the return from absence will not receive pay for the period of time absent from the job.

- b. Extended Sick Leave: The absence of a professional employee, due to illness, beyond the point of accumulated sick leave will necessitate a deduction from the professional employee's salary of the cost of the substitute for each day of five (5) days. After five (5) days the deduction for each sick day will be 1/183rd of the professional employee's salary.
 - c.
 - i. Catastrophic Sick Leave Donations: Each professional employee may donate up to 3 leave days per school year (August 1 to July 31) to any other professional employee they choose to give their leave days to "in times of need" that they see fit. They may do this anytime during the school year. Request will be initiated by the employee to their immediate supervisor who will coordinate this process with the clerk of the board only after the professional employee has exhausted his or her accumulated leave and personal days. If a question arises as to whether a situation fits the definition of "in times of need," an administrator appointed by the Superintendent and two teachers, one appointed by the Association, and one non-association member appointed by the Superintendent, will serve as a committee that has the primary responsibility of approving and disapproving requests from the professional employee for allowing other professional employees to donate leave days. This committee may request written verification for this type of donation. The decisions of the committee regarding "in times of need" will not be the basis for a grievance and the decision of the committee shall be final.
 - d. Bereavement: Leave for the death of family will be granted for the following: husband, wife, mother, father, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, stepchildren, cousin, god-parents, and other dependent persons. This will be discussed with the employee's immediate supervisor as to the amount of time requested and if no more than 3 days, the leave will be deemed as bereavement and separate from discretionary leave. If more than 3 days are needed, the superintendent will have the final say.
3. Professional Improvement

Professional employees may be provided one (1) day per year for professional improvement at no loss of pay or benefits to the employee. Professional meetings are defined as any meeting or activity that relates to the employee's classroom or supplemental assignments.

The employee must submit a written request to his/her building principal at least two (2) weeks in advance of the meeting. No more than two (2) employees will be granted leave simultaneously, provided a suitable substitute can be secured, during a school day unless approved by the Superintendent. Special events, such as out of state meetings are subject to approval by the Board.

Travel, meal and registration expenses will be the responsibility of the District, if approved by the Superintendent. Meal payments will not exceed \$15.00 per day and the school vehicle will be used if possible. Use of an employee's personal vehicle must be approved, in advance, by the Superintendent.

4. Legal Leave

The Board will grant each professional employee the time necessary for the purpose of serving on jury duty, appearance in any legal proceeding connected with his employment, the school system

or in any other legal proceeding, if the individual is required by law to attend. The professional employee shall submit payment for such service to the Central Office and receive full salary from the District. This leave will not be paid if the appearance in court is in conjunction with a grievance against the district.

5. Shared Leave

Participation and Donation

The Shared Leave Pool is a voluntary program for all teachers. To participate, the teacher must donate one day of discretionary leave to the shared leave pool using the form provided by the district at the start of each contract year.

The purpose of the pool is to protect teachers from the loss of earnings due to an extended absence as defined as:

A teacher or a teacher's family member is experiencing a serious, extreme, or life-threatening illness, injury, impairment, or physical or mental condition that has caused or is likely to cause the employee to take leave without pay; and the illness, injury, impairment, or condition keeps the employee from performing regular work duties. After the birth or adoption of a child.

Persons leaving the district or retiring may contribute some or all their accumulated leave to the shared leave pool by completing the form found in Appendix D. Employees may donate additional leave to the shared leave pool, provided they maintain a minimum of 30 days (about four and a half weeks) of discretionary leave. Shared leave shall be donated in full-day increments.

Shared Leave Eligibility

All accumulated discretionary leave must be exhausted before shared leave can be granted, and the participating teacher must incur three (3) consecutive days without pay before days are given to the participating member from the shared leave pool. Upon written request, the deduction of the three (3) days of pay may be spread over multiple pay periods. All deductions must be paid in full by the contract's final pay period.

Any employee receiving worker's compensation or who has applied to the Division of Workers Compensation for the illness, injury, impairment, or physical or mental condition that is the basis of the shared leave request shall not be eligible to receive shared leave.

No employee shall be eligible to use shared leave after meeting the eligibility requirements for disability benefits under the Kansas Public Employees Retirement System or the federal Social Security laws.

The employee shall no longer be eligible to receive shared leave for the particular occurrence if: the illness, injury, impairment, or condition of the employee or the employee's family member improves so that it is no longer severe, extreme, or life-threatening, and the employee is no longer prevented from performing regular work duties; if the employee terminates or retires, or the employee returns to work and works the employee's regular work schedule for at least twenty (20) continuous working days.

Shared leave shall be paid according to the receiving employee's regular salary for the current contract year. The wages of the donating employee shall not be used to figure the amount of shared leave the requesting employee receives.

Shared Leave Committee

The Shared Leave Committee shall comprise four (4) members, three (3) members appointed by the Association's president, and the Superintendent or their designee as a nonvoting member.

The committee shall have sole authority to grant or deny shared leave and to rebuild the shared leave pool.

Requesting Shared Leave

Any employee may request shared leave by applying through the Board Clerk using the form in Appendix E. The Board Clerk shall refer the request to the committee for approval. If the applicant cannot make the request, the committee may act on its initiative. The applicant shall provide necessary information from medical authorities and the Board of Education. A committee decision report shall be sent to the applicant, the Association, and the Board.

All committee-approved requests will initially be given a specified amount of shared leave to use in half-day increments, up to sixty (60) full days. The employee may reapply when twenty (20) days of the employee's approved shared leave remain if the employee believes there is a need for additional days. The applicant shall be granted up to sixty (60) full days if approved.

Maximum Shared Leave Benefit

Teachers granted days from the shared leave pool will have a maximum of one hundred - eighty (180) full days given in half-day increments per school year.

When a teacher has been on shared leave for 180 consecutive days, the teacher is eligible for KPERs Long-Term Disability and will no longer receive days from the shared leave pool. The teacher is encouraged to apply for KPERs Long Term Disability and Social Security Disability Benefits before the conclusion of the 180 days (about six months) on shared leave.

Following the 180-day shared leave, the teacher will be terminated and immediately placed on the Reduction in Staff (RIF) recall list for two years (730 days).

A teacher who fails to accept recall to a position for which they are qualified due to continued disability will not be removed from the recall list during this initial two-year period. Should the disability extend beyond this initial two-year period, the teacher may petition the Board of Education for an extension for inclusion on the recall list. Such extension will be for 12 months, plus any time necessary to align the extension to the end of the district's fiscal year. Future extensions, if granted, will be for one year.

The teacher granted the extension will be placed on the recall list, following any staff already on the list. All requirements of Article XXXIV, Section C apply to these teachers' receiving extensions, including permanent removal from the recall list if they fail to accept recall to a position for which they are qualified.

ARTICLE VII. INSURANCE BENEFITS

Section A. Plan 125

The Board of Education agrees to establish an IRC Section 125 "Cafeteria" Fringe Benefit Plan for the professional employees of the District. The options to be included in the Plan are: cancer insurance, short-term disability (salary protection) insurance, dental insurance, dependent care expenses, and medical reimbursement expense.

Although it is not currently anticipated that the Board will terminate this Plan, the Board necessarily reserves the right to amend the Plan as it determines and the right to terminate the Plan at an indefinite time in the future.

Section B. Defined Benefit

The Board will provide a district health benefit plan with benefits, providers or carriers as determined by the Board. The Board will pay up to ~~\$700.78~~ **\$700.00** toward the single district health benefit plan or up to

\$1,300 for either employee/child or Employee/family district health benefit plan. The fringe benefit amount shall be applied to the purchase of the board's group health/dental/prescription plan and may not be taken as cash or any other benefit. Professional staff employed less than full-time but at least ½ (.50 FTE) time shall be paid a pro rata share of the fringe benefit. All employees who qualify under the Federal Affordable Healthcare Act must take the district provided insurance unless they can demonstrate they have qualifying insurance meeting the minimum standard set by the state or Federal Affordable Healthcare Act. This must be demonstrated at times set forth by the school district or state law. Employees who fail to maintain insurance or cost the district a penalty will be assessed the same amount in kind unless it is clearly the district fault. The Board paid benefit will terminate on such date that employment with the district ends for any reason unless such continuation of payment is required by law or early retirement provisions of this agreement. The Board will provide a separate vision benefit plan, providers, or carriers as determined by the Board. The Board will pay up to \$10.00 toward the amount of a vision benefit plan. The fringe benefit amount shall be applied to the purchase of the board's approved vision benefit plan and may not be taken as cash or any other benefit. Professional staff employed less than full-time but at least ½ (.50 FTE) time shall be paid a pro rata share of the fringe benefit. The Board paid benefit will terminate on such date that employment with the district ends for any reason unless such continuation of payment is required by law or early retirement provisions of this agreement.

Section C. Retiree Insurance

After 5 years of vested employment with Kinsley-Offerle USD 347, retired employees and their dependents shall be entitled to continued coverage under the district sponsored group health insurance program, provided the retired employee makes written application with the clerk of the board of education for such continued coverage within thirty (30) days following the retirement of the employee. Retired employees electing continued coverage shall be required to make the monthly premium payment for such continued coverage in advance of the due date of the premium to the carrier. The premium amount will be determined by the carrier. Such payment shall be made to the board of education or directly to the insurance carrier, as may be determined by the Board. The coverage under the group health-care benefits will cease at such time as (1) the retired employee attains the age of 65, (2) the retired employee fails to make the required premium payments on a timely basis, or (3) the retired employee becomes covered or is eligible to be covered under a group plan of another employer.

ARTICLE VIII. COMPLAINTS

1. A complaint shall be in writing, stating the nature of the allegation, with specific facts related to the charge, including the name of the Individual(s) making the complaint. The Board shall provide forms for this purpose. The district shall reserve the right to redact the name of the individual(s) making the complaint if it sincerely believes that disclosing such information would harm the health, mental health, safety, or welfare of the student involved. The district shall specify in writing the reasons for redacting the name.
2. The teacher shall have the right to respond to the complaint in writing and/or meet with the complainant within fourteen (14) days or the complaint must be disregarded.
3. All responses shall be attached to the complaint and be kept separate from the teacher's personnel file.
4. All complaints shall be subject to review and adjustment through the grievance procedure.
5. Verbal or anonymous complaints shall not be considered unless required by law and documented by the administrator receiving the complaint.
6. If a complaint is not used as a basis of action against the employee within one (1) year of entering the file, such material shall be removed and destroyed.

Verbal or anonymous complaints shall not be considered unless required by law and documented by the administrator receiving the complaint.

ARTICLE IX. GRIEVANCE PROCEDURE

Section A. Definitions

1. **Grievance**
A complaint by a teacher or group of teachers based on alleged violation, misinterpretation or misapplication by the District of a negotiated contract or agreement, administrative regulation or practice affecting conditions of employment.
2. **Aggrieved Person:** The person or persons making the complaint.
3. **Party in Interest:** The person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

Section B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting professional employees. Both parties agree that this proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section C. Procedure

1. Level One: The aggrieved person must first discuss the problem with his/her Principal or other immediate supervisor. During this discussion the aggrieved person shall seek to resolve the matter informally.
2. Level Two:
 - a. If, within ten (10) school days from conclusion of Level One, the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after discussion of the grievance, he may file the grievance in writing with the Principal, and, if desired, the Association or counsel of his choice on the form provided in Appendix A.
 - b. Within five (5) school days after receipt of the written grievance by the Principal, the Principal will meet with the aggrieved person and his counsel in an effort to resolve it. The Principal shall submit his decision in writing to the aggrieved person within five (5) school days after the meeting.
3. Level Three:
 - a. If, within ten (10) school days from the conclusion of Level Two, the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Superintendent of Schools, and, if desired, the Association or counsel of his choice on the form provided in Appendix A.
 - b. Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person and his counsel in an effort to resolve it.. The Superintendent shall submit his decision in writing to the aggrieved person within five (5) school days after the meeting.
4. Level Four:
 - a. If, within ten (10) school days from the conclusion of Level Three, the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file

the grievance with the Board and, if desired, the Association or counsel of his choice on the form provided in Appendix A.

- b. Within ten (10) school days after receipt of the written grievance by the Board, the Board will meet the aggrieved person and his counsel in an effort to resolve it. The Board shall submit its decision in writing to the aggrieved person within five (5) school days of the meeting.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the time specified shall be deemed to be acceptance of the decision rendered at that step.

The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

The Board and Administration, and the member and his counsel will cooperate in an investigation of any grievance. The Board and/or Administration will furnish information that is relevant to counsel. The member and/or his counsel will furnish information that is relevant to the grievance being considered upon request by the Board or the Administration.

All meetings of any and all grievances will be at a time designated by the Administration or the Board.

Any variance from the above procedure shall automatically halt the grievance.

ARTICLE X. EMPLOYEE DISCIPLINE AND DISMISSAL

The Association recognizes the Board's right to discipline its employees. Discipline shall be progressive and for just cause.

1. Steps for progressive discipline

Employees who violate a Board Policy will receive at least one verbal warning.

If the employee repeats the violation of Board Policy and the principal believes no further verbal warnings will correct the problem or the violation causes harm to another person, the Principal shall prepare a written Notice of Discipline and place it in the employee's file after providing a copy to the employee.

If the employee does not correct their behavior within a reasonable time provided in the Notice, a written reprimand will be given to the employee, indicating the consequences of any further violation, and a plan of assistance will be developed to correct the employee's behavior.

If the employee does not correct their behavior, the employee may be reassigned to other duties or given a one-day suspension with pay. When the certified employee is sent the suspension notice, a copy will be sent to the local KNEA Office.

An employee who does not respond to the foregoing disciplinary steps may be suspended without pay for one day. When the teacher receives the suspension notice, a copy will be sent to the local KNEA Office.

If the employee continues to disregard the Board Policy, the employee may be suspended and charged with insubordination.

The Educator Evaluation may not be used as a disciplinary tool.

Dismissal for cause will be governed by Kansas Statutes and the language of this negotiated agreement.

The employee may object to any discipline through the grievance process.

2. Discipline Arbitration

Should the teacher be dissatisfied with the resolution of the grievance, the grievant may request that the Association submit the grievance to discipline arbitration.

Within fifteen (15) days of receiving notification of the Association's decision to go to arbitration, the Association's representative will contact the District's representative and jointly request a list of fifteen (15) arbitrators from the American Arbitration Association (AAA).

Within fifteen (15) days of receiving the AAA's list, the Association representative and the District representative will consider candidates until an arbitrator is selected by mutual consent or by using the strike-off method. At this meeting, a formal request for the services of the selected arbitrator will be made.

The arbitrator will conduct the hearing using the AAA's rules for such a hearing. The arbitrator's report will be submitted to the Superintendent or their designee, the Association, and the grievant.

The arbitrator's decision on the dispute shall be final and binding on the parties. It will be limited to only those alleged violations and facts raised at Levels Two, Three, and Four of the Article 22 grievance procedure. The arbitrator shall have no power to alter the parties' agreement.

The grievant may bring in a conferee(s) of their choice; however, the grievant must be physically present.

The District shall bear the costs of the arbitration.

ARTICLE XI. NON-RENEWAL OF CONTRACTS

Section A: Non-Renewal

Teachers may be non-renewed for substandard performance, disciplinary problems, violations of policy or other wrongdoing. The building principal will provide the teacher a written notice of their intent to ask the board for non-renewal. Both The principal and the teacher will sign the written notice and the principal will keep the original, file a copy, and provide a copy to the teacher. The BOE must notify teaching staff by May 1st of their intent to renew or non-renew teachers. Teachers have two weeks to respond with their intent.

In the event of contract non-renewal, the employee given notice of intent to non-renew will be granted a hearing with the school board, in executive session, with representation of their choice. (Includes non-renewal for any reason). The right to a hearing is subject to the following conditions:

1. The teacher must make a written request for hearing to the superintendent within 10 business days of receiving notice of non-renewal, or the right to hearing is waived;
2. At the hearing, the board will state the reason for its decision to non-renew the teacher. The teacher will then be given the opportunity to respond and state any defenses against the non-renewal.
3. The hearing is intended to be informal, is not judicial in nature, and is not subject to the procedural rules of a court or administrative proceeding.
4. Any representative chosen by the teacher is permitted to advise and counsel, but the teacher is expected to present his or her own case.
5. The board will reconsider the non-renewal decision and provide a written response to the teacher within 10 business days.
6. The board's decision on the appeal final.

This provision shall be in effect for the 2023-2024 school year and will sunset unless retained by the consent of both parties through subsequent negotiation and agreement.

**The sunset clause of the Non-Renewal of Contracts will need to be re-negotiated every year but will not count toward one of the three items from the PNAS's mandatory topics of negotiation.

Section B: Reduction in Teaching Staff

- A. Board's Rights: The Board of Education shall retain the sole right to determine when a reduction in professional staff is to be made. The Board shall attempt to accomplish a reduction in teaching staff by attrition due to resignations and retirement and by non-renewal of probationary teachers.

- B. In the event the Board decides to reduce the teaching staff, the Board will consider the following items:
 - 1. Qualifications as evidenced by college hours earned in courses that are directly related to the teacher's assignment and certification as established by the State Department of Education.
 - 2. Instructional effectiveness as evidenced by evaluations.
 - 3. Length of full-time, continuous service to the district.
 - 4. No teacher shall be RIF'd as a result of race, creed, color, religion, age, national origin, sex, marital status, or membership in the Association or participation in the negotiation process.

- C. Recall: The Board will accept applications for recall from teachers who are non-renewed as a result of teaching staff reduction. Such teachers, if re-employed within three years of their non-renewal, shall re-enter employment without loss of position on the salary schedule or accumulated sick leave. Failure to keep a current address or contact information on file with the Board of Education will terminate all recall rights.

- D. Late Teacher Resignations: For any written resignations tendered after the date established by Kansas law, the Board may grant a release or they may not grant a release.

A monetary amount of liquidated damages shall be enforced by the Board. The liquidated damage scale is listed below. Payment must be made to the Board at the time the release is granted or it will be deducted from any remaining paychecks, if there are any pay periods left to be paid out.

Date of Resignation

From statutory date to June 30: \$1,000.00

From July 1 to July 31: \$2,000.00

From August 1 to the opening of the new school year: \$3,000.00

ARTICLE XII. PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURE

Section A. Evaluation Procedures

Both the Association and the Board agree that the following procedures will be followed in the process of evaluating teachers in the District:

1. Statutory Guidelines for Teacher Evaluation

Teacher evaluations required by state statute shall be conducted in accordance with the time frame established by said statute. This sets the minimums teachers will be evaluated but not the maximums. Also, as the state of Kansas and the federal government keeps adding requirements/regulations and/or creates mandates in the evaluation process, procedures, results, or evaluation instrument (or dictates the instrument), the district will utilize whatever is necessary to remain in compliance and to maintain fidelity to the evaluation system. This includes, but is not limited to, performance criteria. The statutory requirements of K.S.A 72-2407 - 2412 shall be followed.

2. Evaluations

- a. Evaluation of 1st and 2nd Year Employees. All such personnel covered under the Negotiated Agreement shall be observed at least twice each evaluation period. The administrator may elect to fill out the appropriate forms only once each semester, based on the two observations. The formal document must be completed no later than the 60th school day of each semester (or as required by statute).
- b. Evaluation of 3rd Year Employees. All such personnel covered under the Agreement shall be observed at least twice during the school year. The administrator may elect to fill out the appropriate forms only once, based on the two observations. The formal document must be completed no later than February 15th (or as required by statute)..
- c. Evaluation of 4+ Year Employees: Formal evaluation as set by law. Observations: Minimum of Two, completed by February 15. At a minimum every 3 years, a 4 + Year Teacher must undergo a formal evaluation (or as required by statute).
- d. The administrator will evaluate the teachers and the instructional employees in his/her particular building. Teachers assigned to more than one building may be evaluated by both administrators.
- e. All teacher evaluation documents will be completed in writing or on the computer program made for evaluations and are to be maintained in a personnel file for each employee for not less than 3 years from the date the evaluation was completed.

The evaluator and the evaluated must complete the documents assigned to each and discuss each form during the final evaluation conference. The forms, signed or electronically signed by both the evaluator and the evaluated, acknowledge that a conference was held, that the evaluated is aware of the contents of the evaluation document, and that the material has been discussed. The teacher's signature or electronic signature does not necessarily mean agreement with the evaluator's report.

- f. The evaluated employee shall have an opportunity within ~~ten (10)~~ seven (7) calendar days of the date of the written report to file a written ~~response~~ appeal to the Superintendent.
- g. Within seven (7) calendar days following the receipt of the appeal, the Superintendent shall either make any changes in the rating deemed appropriate or appoint a committee of three (3) persons to hear the appeal.
- ~~h. An employee appealing an evaluation may request and shall receive, representation from the Association or a personal representative of their choice during the appeal and appeal hearing. The hearing is not judicial in nature and while the Association or personal representative may assist the employee during the hearing, the employee shall be responsible for presenting their case. The committee shall meet and issue a written decision within fourteen (14) calendar days of appointment.~~
- g. The following documents and electronic version on the evaluation software shall be considered classified and not open to inspection by the employee: (a) all information received prior to employment in the current school district; (b) confidential references obtained from sources outside the school system subsequent to employment.
- h. In addition to the evaluation(s), frequent conferences of an informal nature should occur concerning the improvement of instruction. Conferences may result from a variety of circumstances such as (a) observation by the evaluator who sees an area needing commendation or improvement; (b) concerns expressed by the evaluated where the teacher requests assistance to improve performance.

- i. Employees that are deemed to fall into the “Unsatisfactory” or lowest category during an evaluation or when it is observed by an administrator that the teacher is “Unsatisfactory” in some aspect of the teaching process procedures, results, or failure to follow a reasonable request will be notified of their deficiency in writing (this includes, but is not limited to, performance criteria). They will move to the evaluation process and be placed on a plan of assistance.

A Plan of assistance will not be required in situations of violations of state statutes, municipal ordinances, board policy, insubordination, or failure to perform contract duties.

3. Plan of Assistance.

When a teacher is identified on an evaluation or when it is observed by an administrator that the teacher is “Unsatisfactory” in some aspect of the teaching process, procedures, results, or failure to follow a reasonable request; as one who is in need of an assistance plan, the following steps will be taken:

- i. The plan of assistance will be developed by the administrator with input from the evaluated employee. Specific goals and timelines will be identified in the Plan which will be assessed by the administrator during the term of the Plan.
- ii. According to the time lines established, the administrator shall make a final assessment of the satisfactory or unsatisfactory achievement of the program. A conference is held in which the final outcome shall be communicated to the teacher where a written recommendation regarding the future status of the teacher is given to the Superintendent.
- iii. If the Board adopts a motion of its intent not to renew the contract of any professional employee as a result of the employee’s failure to reach an acceptable level at the end of a plan of assistance, procedures in Article IX, Section A: Non-Renewal of Contract, will be followed.

Any action taken under this Article will not be subject to the grievance procedure.

4. Educator Evaluation Appeals

A Certified employee may appeal any summative evaluation lower than the highest possible rating by submitting a written request to appeal to the Superintendent within seven (7) calendar days of the Employee’s receipt of the summative evaluation.

Within seven (7) calendar days following receipt of the employee's written notice of appeal, the Superintendent shall either make any changes in the rating deemed appropriate or appoint a committee of three persons to hear the appeal as provided below. If the Employee is not satisfied with changes made by the Superintendent within seven (7) calendar days, the employee may submit a written request to the Superintendent to proceed with the appointment of an appeal committee, which shall occur within seven (7) calendar days. If the Superintendent makes no changes, an appeal committee shall be appointed within seven (7) calendar days.

The Superintendent shall appoint a chairperson and four (4) proposed committee members. Persons who will be fair and impartial in discharging their responsibilities shall be appointed. At least one proposed committee shall be a member of the Association. Within three (3) business days of being notified of the names of proposed committee members, the employee shall strike two of the four proposed committee members who are not designated as the chairperson and inform the Superintendent accordingly. Committee members shall be USD 347 certified employees who do not report to the evaluator involved.

An employee appealing an evaluation may request and shall receive representation from the Association or a personal representative of their choice during the appeal and appeal hearing. The

hearing is not judicial in nature, and while the Association or personal representative may assist the employee during the hearing, the employee shall be responsible for presenting their case.

The Appeal Committee shall meet and issue a written decision to the Superintendent within fourteen (14) calendar days of appointment. The Appeal Committee shall have full authority to change the evaluation. Within five (5) calendar days of receiving the committee's decision, the Superintendent shall provide copies to the employee, the original evaluator, and the Association representative if utilized. All decisions of the Appeal Committee shall be final.

The time limits in this section may be extended by mutual agreement between the Employer, employee, and Union.

ARTICLE XIII. WEARING APPAREL

Certified staff will dress with appropriate professional formality for the curriculum being taught and the particular activity of the day. Employee dress shall be modest, neat and clean. Clothing that is in conflict with student dress code should never be worn.

Employees may wear blue jeans that are not torn or frayed and subject to the following situations: Fridays, teacher work days, professional development days, and inclement weather days. Other colors of jeans may be worn any day. Spandex, tights or leggings must be worn with a blouse that covers to mid-thigh. Shorts may only be worn for special events, such as field days or field trip, and approved by the principal. Professional dress is expected during Parent Teacher conferences.

ARTICLE XIV. ASSOCIATION RIGHTS

Section A. Payroll Deductions

Within thirty (30) days after receipt of written authorization from the professional employee by September 15th of each year, the Board shall deduct from the salary of the professional employee and make appropriate remittance for:

1. Association dues: Shall be in twelve (12) equal deductions. The Board shall transmit dues to the Association Treasurer monthly.

Any balance due upon the employee's termination of employment shall be deducted from such individual's final check.

ARTICLE XV. NOTIFICATION OF VACANCIES

All vacancies, as they occur, will be sent to staff electronically.

ARTICLE XVI. TEACHER RIGHTS

Section A. Personnel File-Review

Each teacher shall have the right, upon request, to review the contents of said teacher's personnel files. A representative for the teacher may, at the teacher's request, accompany the teacher for this review.

The only limitation placed on the review will be with a teacher's confidential credentials that he/she has designated as being "closed" or any confidential references from outside sources.

ARTICLE XVII: TERMINATION OF A CONTRACT

For good and sufficient cause, a teacher may be reprimanded, disciplined, or terminated for violation of Board policy or a breach of conduct or duty. A breach of conduct is a violation of Board policy, rules, orders, reasonable administrative directives or commonly accepted standards of ethical behavior. A breach of duty may include, but not be limited to: insubordination; use of school time or property for personal

gain; violation of drug or alcohol policy; improper conduct toward a student, parent or another employee or physical or mental abuse of a student.

In the event a professional employee's contract is terminated for cause, the teacher will be entitled to a pro-rated share of compensation and benefits earned through time in service prior to the date of termination. The final compensation will be paid to the employee on the next regular pay day.

A teacher's contract may be terminated only upon action of the Board of Education.

ARTICLE XVIII. STUDENT IMPROVEMENT

The provisions of this agreement may be modified, changed, waived, or expanded as may be agreed by the board and teachers participating in a board approved expanded educational program, extended school terms, expanded summer program, or other creative programs to expand student learning opportunities. In the event the group of participating teachers does not include a member of the Kinsley-Offerle NEA, the association may appoint a member to participate.

APPENDIX A
UNIFIED SCHOOL DISTRICT 347
GRIEVANCE REPORT FORMS

This form shall be used for all Kinsley-Offerle grievances. Additional sheets may be attached to this form if there is a need for more space than provided. All such attachments must be dated and signed, and the specific step each applies to must be identified.

LEVEL ONE (Informal Resolution)

Grievant Name (Please print): _____

Name of supervisor met with to resolve the grievance informally: _____

Date on informal meeting: ____ / ____ / ____

Grievant's Signature: _____

THE GRIEVANT HAS TEN (10) SCHOOL DAYS FROM THE INFORMAL MEETING TO RESPOND OR THE GRIEVANCE IS RESOLVED

GRIEVANCE MOVED TO LEVEL 2 ON ____ / ____ / ____ Grievant's Initials: _____

Grievant's Reason for Moving Grievance to Level 2:

LEVEL 2 (BUILDING PRINCIPAL)

The event causing the dispute that is the subject of this grievance, or my knowledge of its occurrence, happened on _____/_____/_____.

Violation of Negotiated Agreement: ARTICLE(s) _____ SECTION(s) _____

Grievance:

Remedy Sought:

Name of Principal filed with: _____ Date filed: ____/____/_____

Method Filed (Check one): In person Mail Fax Email

Grievant's Signature: _____

Association Representative's Name & Signature: _____

BUILDING PRINCIPAL'S RESPONSE ON STEP TWO

I received the above grievance on ____ / ____ / ____ . I met with the grievant and Association Representative on ____ / ____ / ____ , and my response is as follows:

Immediate Supervisor's Name (Please print): _____

Immediate Supervisor's Signature: _____ DATE: ____ / ____ / ____

THE GRIEVANT HAS TEN (10) DAYS TO RESPOND, OR THE GRIEVANCE IS RESOLVED

GRIEVANCE MOVED TO LEVEL 3 ON ____ / ____ / ____ Grievant's Initials: _____

Grievant's Reason for Advancement to Level 3

LEVEL THREE (SUPERINTENDENT)

I, (Please print), _____ received the above grievance on ____ / ____ / _____. I met with the grievant and Association Representative on ____ / ____ / _____, and my response is as follows:

Superintendent Signature: _____ Date: ____ / ____ / _____

THE GRIEVANT HAS TEN (10) SCHOOL DAYS TO RESPOND, OR THE GRIEVANCE IS RESOLVED

GRIEVANCE MOVED TO LEVEL 3 ON ____ / ____ / _____ Grievant's initials: _____

Grievant's Reason for Advancement to Level Four

LEVEL FOUR (BOARD OF EDUCATION)

The Board of Education received the above grievance on ____ / ____ / ____ . We met with the grievant and Association Representative on ____ / ____ / ____ , and our response is as follows:

Board of Education: _____ Date: ____ / ____ / ____

APPENDIX B

Kinsley-Offerle Unified School District Number 347

Code of Ethics

Adopted by the Kinsley-Offerle Board of Education

And

Kinsley-Offerle National Education Association

August 23, 1999

Preamble

The purpose of this Code of Ethics is to define standard of professional conduct.

The responsibility to teach and the freedom to learn, and the guarantee of equal opportunity for all are essential to the achievement of these principles. The professional educator (teacher, non-classified, administrator, and Board of Education Member) acknowledges the worth and dignity of every person and demonstrates the pursuit of truth and devotion to excellence, acquires knowledge, and nurtures democratic citizenship. The educator exemplifies a commitment to the teaching and learning processes with accountability to the students, maintains professional growth, exercises professional judgment and personifies integrity. The educator strives to maintain the respect and confidence of colleagues, students, parents and legal guardians, and the community, and to serve as an appropriate role model.

To uphold these commitments, the educator:

PRINCIPLE I

Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding and the thoughtful formulation of worthy goals. In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly:
 - a. Exclude any student from participation in any program.
 - b. Deny benefits to any student.
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose of is required by law.

PRINCIPLE II

Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service. In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons. In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualification.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attributes.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

APPENDIX C

2024-2025 Salary Schedule

Base Salary	\$42,228.00	Education Factor	\$500.00	Experience Factor	\$450.00							
Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40	MA+50	MA+60 or Advanced Degree	
1	\$42,228.00	\$42,728.00	\$43,228.00	\$43,728.00	\$44,228.00	\$44,728.00	\$45,228.00	\$45,728.00	\$46,228.00	\$46,728.00	\$47,228.00	
2	\$42,678.00	\$43,178.00	\$43,678.00	\$44,178.00	\$44,678.00	\$45,178.00	\$45,678.00	\$46,178.00	\$46,678.00	\$47,178.00	\$47,678.00	
3	\$43,128.00	\$43,628.00	\$44,128.00	\$44,628.00	\$45,128.00	\$45,628.00	\$46,128.00	\$46,628.00	\$47,128.00	\$47,628.00	\$48,128.00	
4	\$43,578.00	\$44,078.00	\$44,578.00	\$45,078.00	\$45,578.00	\$46,078.00	\$46,578.00	\$47,078.00	\$47,578.00	\$48,078.00	\$48,578.00	
5	\$44,028.00	\$44,528.00	\$45,028.00	\$45,528.00	\$46,028.00	\$46,528.00	\$47,028.00	\$47,528.00	\$48,028.00	\$48,528.00	\$49,028.00	
6	\$44,478.00	\$44,978.00	\$45,478.00	\$45,978.00	\$46,478.00	\$46,978.00	\$47,478.00	\$47,978.00	\$48,478.00	\$48,978.00	\$49,478.00	
7	\$44,928.00	\$45,428.00	\$45,928.00	\$46,428.00	\$46,928.00	\$47,428.00	\$47,928.00	\$48,428.00	\$48,928.00	\$49,428.00	\$49,928.00	
8	\$45,378.00	\$45,878.00	\$46,378.00	\$46,878.00	\$47,378.00	\$47,878.00	\$48,378.00	\$48,878.00	\$49,378.00	\$49,878.00	\$50,378.00	
9	\$45,828.00	\$46,328.00	\$46,828.00	\$47,328.00	\$47,828.00	\$48,328.00	\$48,828.00	\$49,328.00	\$49,828.00	\$50,328.00	\$50,828.00	
10	\$46,278.00	\$46,778.00	\$47,278.00	\$47,778.00	\$48,278.00	\$48,778.00	\$49,278.00	\$49,778.00	\$50,278.00	\$50,778.00	\$51,278.00	
11	\$46,728.00	\$47,228.00	\$47,728.00	\$48,228.00	\$48,728.00	\$49,228.00	\$49,728.00	\$50,228.00	\$50,728.00	\$51,228.00	\$51,728.00	
12	\$47,178.00	\$47,678.00	\$48,178.00	\$48,678.00	\$49,178.00	\$49,678.00	\$50,178.00	\$50,678.00	\$51,178.00	\$51,678.00	\$52,178.00	
13		\$48,128.00	\$48,628.00	\$49,128.00	\$49,628.00	\$50,128.00	\$50,628.00	\$51,128.00	\$51,628.00	\$52,128.00	\$52,628.00	
14		\$48,578.00	\$49,078.00	\$49,578.00	\$50,078.00	\$50,578.00	\$51,078.00	\$51,578.00	\$52,078.00	\$52,578.00	\$53,078.00	
15		\$49,028.00	\$49,528.00	\$50,028.00	\$50,528.00	\$51,028.00	\$51,528.00	\$52,028.00	\$52,528.00	\$53,028.00	\$53,528.00	
16			\$49,978.00	\$50,478.00	\$50,978.00	\$51,478.00	\$51,978.00	\$52,478.00	\$52,978.00	\$53,478.00	\$53,978.00	
17			\$50,428.00	\$50,928.00	\$51,428.00	\$51,928.00	\$52,428.00	\$52,928.00	\$53,428.00	\$53,928.00	\$54,428.00	
18			\$50,878.00	\$51,378.00	\$51,878.00	\$52,378.00	\$52,878.00	\$53,378.00	\$53,878.00	\$54,378.00	\$54,878.00	
19				\$51,828.00	\$52,328.00	\$52,828.00	\$53,328.00	\$53,828.00	\$54,328.00	\$54,828.00	\$55,328.00	
20				\$52,278.00	\$52,778.00	\$53,278.00	\$53,778.00	\$54,278.00	\$54,778.00	\$55,278.00	\$55,778.00	
21				\$52,728.00	\$53,228.00	\$53,728.00	\$54,228.00	\$54,728.00	\$55,228.00	\$55,728.00	\$56,228.00	
22				\$53,178.00	\$53,678.00	\$54,178.00	\$54,678.00	\$55,178.00	\$55,678.00	\$56,178.00	\$56,678.00	
23					\$54,128.00	\$54,628.00	\$55,128.00	\$55,628.00	\$56,128.00	\$56,628.00	\$57,128.00	
24					\$54,578.00	\$55,078.00	\$55,578.00	\$56,078.00	\$56,578.00	\$57,078.00	\$57,578.00	
25					\$55,028.00	\$55,528.00	\$56,028.00	\$56,528.00	\$57,028.00	\$57,528.00	\$58,028.00	
26					\$55,478.00	\$55,978.00	\$56,478.00	\$56,978.00	\$57,478.00	\$57,978.00	\$58,478.00	
27					\$55,928.00	\$56,428.00	\$56,928.00	\$57,428.00	\$57,928.00	\$58,428.00	\$58,928.00	
28					\$56,378.00	\$56,878.00	\$57,378.00	\$57,878.00	\$58,378.00	\$58,878.00	\$59,378.00	
29											\$59,828.00	
30											\$60,278.00	
31											\$60,728.00	
32											\$61,178.00	
33											\$61,628.00	

APPENDIX D

Shared Leave Donation Form

Name: _____

Date: _____

_____ I donate _____ day(s) of discretionary leave to the shared leave pool.

_____ I am separating from service in the district and donate _____ day(s) of discretionary leave to the shared leave pool.

I understand that unless I am separating from service or making my annual leave donation to participate in the the shared leave pool, I must maintain at least 30 days of leave after my donation. I further understand that if I am separating from service with the district, I will not be compensated for any leave donated to the shared leave pool.

Signature: _____

Date: _____

APPENDIX E

Shared Leave Request
Employee Leave Request

Employee Name: _____ SSN: _____

Address: _____ City: _____ State: _____ Zip: _____

Request is for (circle one): Self Family Member

Name of Family Member and explanation of relationship (please include age of child): _____

Date illness/injury began: _____ Anticipated duration: _____

Estimate of number of days requested: _____ Date all paid leave will be/was exhausted: _____

Describe and provide any necessary information that would help in concluding that the illness, injury, impairment, or physical condition is serious, extreme, or life-threatening:

Are you currently receiving Worker's Compensation? _____

Are you presently receiving Long-Term Disability Payments? _____

Have you applied for Worker's Compensation? _____ Date Applied: _____

Have you applied for Long-Term Disability Payments? _____ Date Applied: _____

I certify that I understand, agree to, and meet the requirements and conditions of the shared leave program as authorized in the Negotiated Agreement. I authorize the District to obtain any necessary information regarding my request for shared leave and to share that information with the Shared Leave Committee. I understand that denying this application is not subject to appeal to the Board. I declare under penalty of perjury that the preceding is true and correct. Executed on the date below.

Employee Signature: _____ Date: _____

APPENDIX F

Shared Leave Request
Licensed Health Care Provider Statement

Employee Name: _____ SSN: _____

Patient's Name (if different than employee): _____

Date first consulted for this condition: _____

Describe the nature of the illness, injury, impairment, or physical or mental condition (please attach documentation):

Describe the diagnosis of the illness, injury, impairment, or physical or mental condition (please attach documentation):

Describe the treatment and prognosis of the illness, injury, impairment, or physical or mental condition (please attach documentation):

If this request is for a family member's care, please indicate their role in the care:

Anticipated duration the patient will be unable to work due to the condition:

From: _____ Through: _____

Dates of hospitalization (if applicable):

From: _____ Through: _____

Date of Surgery (if applicable): _____

Physician's Name: _____ Telephone Number : _____

Address: _____ City: _____ State: _____ Zip: _____

Licensed Health Care Provider Signature: _____ Date: _____

APPENDIX G
SHARED LEAVE REQUEST
District Office & Shared Leave Committee Documentation

Employee Name: _____ SSN: _____

_____ The employee has used or will use, all forms of paid leave as of _____

_____ The employee has used three days of leave without pay as of _____

_____ The Relationship meets the requirements outlined in the Negotiated Agreement if the request is for the care of a family member. (Mark N/A if the request is for the employee.)

We certify that the employee meets all the initial eligibility requirements above.

District Office: _____ Date: _____

If an employee does not meet all the initial eligibility requirements take no further action. File this request and notify the employee.

Please forward the completed forms to the Shared Leave Committee.

The members of the shared leave committee have reviewed the request and made the following recommendation:

_____ Approve

_____ Deny – Does not rise to the level of being serious, extreme or life-threatening

_____ Return for additional information/clarification

What needs to be clarified:

Shared Leave Committee Representative: _____ Date: _____

APPENDIX H

2024-2025 School Calendar

KINSLEY-OFFERLE USD #347 | 2024-2025 CALENDAR

<p>JULY 2024</p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </tbody> </table> <p>4 Independence Day</p>	S	M	T	W	Th	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				<p>1-3 Winter Break (No School) 20 Teacher In-service (No School)</p> <p>JANUARY 2025</p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31								
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Approved by BOE 6/24/24

APPENDIX I

SUPPLEMENTAL DUTY PAY SCHEDULE

Base	\$42,226.00	1	2	3	4	5	6	7	8	9	10	11	12	13
STEP														
Athletics														
AD	14.0%	\$ 5,912	\$ 5,965	\$ 6,017	\$ 6,070	\$ 6,123	\$ 6,176	\$ 6,229	\$ 6,281	\$ 6,334	\$ 6,387	\$ 6,440	\$ 6,493	\$ 6,545
High School Head Coaches														
Football	14.0%	\$ 5,912	\$ 5,965	\$ 6,017	\$ 6,070	\$ 6,123	\$ 6,176	\$ 6,229	\$ 6,281	\$ 6,334	\$ 6,387	\$ 6,440	\$ 6,493	\$ 6,545
Volleyball	14.0%	\$ 5,912	\$ 5,965	\$ 6,017	\$ 6,070	\$ 6,123	\$ 6,176	\$ 6,229	\$ 6,281	\$ 6,334	\$ 6,387	\$ 6,440	\$ 6,493	\$ 6,545
Basketball	14.0%	\$ 5,912	\$ 5,965	\$ 6,017	\$ 6,070	\$ 6,123	\$ 6,176	\$ 6,229	\$ 6,281	\$ 6,334	\$ 6,387	\$ 6,440	\$ 6,493	\$ 6,545
Baseball	14.0%	\$ 5,912	\$ 5,965	\$ 6,017	\$ 6,070	\$ 6,123	\$ 6,176	\$ 6,229	\$ 6,281	\$ 6,334	\$ 6,387	\$ 6,440	\$ 6,493	\$ 6,545
Golf	14.0%	\$ 5,912	\$ 5,965	\$ 6,017	\$ 6,070	\$ 6,123	\$ 6,176	\$ 6,229	\$ 6,281	\$ 6,334	\$ 6,387	\$ 6,440	\$ 6,493	\$ 6,545
Track	14.0%	\$ 5,912	\$ 5,965	\$ 6,017	\$ 6,070	\$ 6,123	\$ 6,176	\$ 6,229	\$ 6,281	\$ 6,334	\$ 6,387	\$ 6,440	\$ 6,493	\$ 6,545
Shooting Sports	2.0%	\$ 845	\$ 897	\$ 950	\$ 1,003	\$ 1,056	\$ 1,108	\$ 1,161	\$ 1,214	\$ 1,267	\$ 1,320	\$ 1,372	\$ 1,425	\$ 1,478
High School Assistant Coaches														
Football	10.0%	\$ 4,223	\$ 4,276	\$ 4,328	\$ 4,381	\$ 4,434	\$ 4,487	\$ 4,540	\$ 4,592	\$ 4,645	\$ 4,698	\$ 4,751	\$ 4,803	\$ 4,856
Volleyball	10.0%	\$ 4,223	\$ 4,276	\$ 4,328	\$ 4,381	\$ 4,434	\$ 4,487	\$ 4,540	\$ 4,592	\$ 4,645	\$ 4,698	\$ 4,751	\$ 4,803	\$ 4,856
Basketball	10.0%	\$ 4,223	\$ 4,276	\$ 4,328	\$ 4,381	\$ 4,434	\$ 4,487	\$ 4,540	\$ 4,592	\$ 4,645	\$ 4,698	\$ 4,751	\$ 4,803	\$ 4,856
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Track	10.0%	\$ 4,223	\$ 4,276	\$ 4,328	\$ 4,381	\$ 4,434	\$ 4,487	\$ 4,540	\$ 4,592	\$ 4,645	\$ 4,698	\$ 4,751	\$ 4,803	\$ 4,856
Shooting Sports	1.5%	\$ 633	\$ 686	\$ 739	\$ 792	\$ 845	\$ 897	\$ 950	\$ 1,003	\$ 1,056	\$ 1,108	\$ 1,161	\$ 1,214	\$ 1,267
Junior High Head Coaches														
Football	11.0%	\$ 4,645	\$ 4,698	\$ 4,751	\$ 4,803	\$ 4,856	\$ 4,909	\$ 4,962	\$ 5,015	\$ 5,067	\$ 5,120	\$ 5,173	\$ 5,226	\$ 5,279
Volleyball	11.0%	\$ 4,645	\$ 4,698	\$ 4,751	\$ 4,803	\$ 4,856	\$ 4,909	\$ 4,962	\$ 5,015	\$ 5,067	\$ 5,120	\$ 5,173	\$ 5,226	\$ 5,279
Basketball	11.0%	\$ 4,645	\$ 4,698	\$ 4,751	\$ 4,803	\$ 4,856	\$ 4,909	\$ 4,962	\$ 5,015	\$ 5,067	\$ 5,120	\$ 5,173	\$ 5,226	\$ 5,279
Track	11.0%	\$ 4,645	\$ 4,698	\$ 4,751	\$ 4,803	\$ 4,856	\$ 4,909	\$ 4,962	\$ 5,015	\$ 5,067	\$ 5,120	\$ 5,173	\$ 5,226	\$ 5,279
Junior High Assistant Coaches														
Football	7.5%	\$ 3,167	\$ 3,220	\$ 3,273	\$ 3,325	\$ 3,378	\$ 3,431	\$ 3,484	\$ 3,537	\$ 3,589	\$ 3,642	\$ 3,695	\$ 3,748	\$ 3,801
Volleyball	7.5%	\$ 3,167	\$ 3,220	\$ 3,273	\$ 3,325	\$ 3,378	\$ 3,431	\$ 3,484	\$ 3,537	\$ 3,589	\$ 3,642	\$ 3,695	\$ 3,748	\$ 3,801
Basketball	7.5%	\$ 3,167	\$ 3,220	\$ 3,273	\$ 3,325	\$ 3,378	\$ 3,431	\$ 3,484	\$ 3,537	\$ 3,589	\$ 3,642	\$ 3,695	\$ 3,748	\$ 3,801
Track	7.5%	\$ 3,167	\$ 3,220	\$ 3,273	\$ 3,325	\$ 3,378	\$ 3,431	\$ 3,484	\$ 3,537	\$ 3,589	\$ 3,642	\$ 3,695	\$ 3,748	\$ 3,801
Non-Athletic														
Freshman Sponsor	3.0%	\$ 1,267	\$ 1,320	\$ 1,372	\$ 1,425	\$ 1,478	\$ 1,531	\$ 1,584	\$ 1,636	\$ 1,689	\$ 1,742	\$ 1,795	\$ 1,847	\$ 1,900
Sophomore Sponsor	3.0%	\$ 1,267	\$ 1,320	\$ 1,372	\$ 1,425	\$ 1,478	\$ 1,531	\$ 1,584	\$ 1,636	\$ 1,689	\$ 1,742	\$ 1,795	\$ 1,847	\$ 1,900
Junior Sponsor	5.5%	\$ 2,323	\$ 2,375	\$ 2,428	\$ 2,481	\$ 2,534	\$ 2,586	\$ 2,639	\$ 2,692	\$ 2,745	\$ 2,798	\$ 2,850	\$ 2,903	\$ 2,956
Senior Sponsor	6.0%	\$ 2,534	\$ 2,586	\$ 2,639	\$ 2,692	\$ 2,745	\$ 2,798	\$ 2,850	\$ 2,903	\$ 2,956	\$ 3,009	\$ 3,062	\$ 3,114	\$ 3,167
Communications Specia	11.0%	\$ 4,645	\$ 4,698	\$ 4,751	\$ 4,803	\$ 4,856	\$ 4,909	\$ 4,962	\$ 5,015	\$ 5,067	\$ 5,120	\$ 5,173	\$ 5,226	\$ 5,279
Esports	5.0%	\$ 2,111	\$ 2,164	\$ 2,217	\$ 2,270	\$ 2,323	\$ 2,375	\$ 2,428	\$ 2,481	\$ 2,534	\$ 2,586	\$ 2,639	\$ 2,692	\$ 2,745
KAY (JH/HS)	6.0%	\$ 2,534	\$ 2,586	\$ 2,639	\$ 2,692	\$ 2,745	\$ 2,798	\$ 2,850	\$ 2,903	\$ 2,956	\$ 3,009	\$ 3,062	\$ 3,114	\$ 3,167
NHS	3.0%	\$ 1,267	\$ 1,320	\$ 1,372	\$ 1,425	\$ 1,478	\$ 1,531	\$ 1,584	\$ 1,636	\$ 1,689	\$ 1,742	\$ 1,795	\$ 1,847	\$ 1,900
Scholars Bowl HS	7.0%	\$ 2,956	\$ 3,009	\$ 3,062	\$ 3,114	\$ 3,167	\$ 3,220	\$ 3,273	\$ 3,325	\$ 3,378	\$ 3,431	\$ 3,484	\$ 3,537	\$ 3,589
Scholars Bowl JH	5.0%	\$ 2,111	\$ 2,164	\$ 2,217	\$ 2,270	\$ 2,323	\$ 2,375	\$ 2,428	\$ 2,481	\$ 2,534	\$ 2,586	\$ 2,639	\$ 2,692	\$ 2,745
Skills USA	9.0%	\$ 3,801	\$ 3,853	\$ 3,906	\$ 3,959	\$ 4,012	\$ 4,064	\$ 4,117	\$ 4,170	\$ 4,223	\$ 4,276	\$ 4,328	\$ 4,381	\$ 4,434
HS Spirit Activities (Chc	14.0%	\$ 5,912	\$ 5,965	\$ 6,017	\$ 6,070	\$ 6,123	\$ 6,176	\$ 6,229	\$ 6,281	\$ 6,334	\$ 6,387	\$ 6,440	\$ 6,493	\$ 6,545
JH Spirit Activities	11.0%	\$ 4,645	\$ 4,698	\$ 4,751	\$ 4,803	\$ 4,856	\$ 4,909	\$ 4,962	\$ 5,015	\$ 5,067	\$ 5,120	\$ 5,173	\$ 5,226	\$ 5,279
STUCO HS	5.0%	\$ 2,111	\$ 2,164	\$ 2,217	\$ 2,270	\$ 2,323	\$ 2,375	\$ 2,428	\$ 2,481	\$ 2,534	\$ 2,586	\$ 2,639	\$ 2,692	\$ 2,745
STUCO JH	4.5%	\$ 1,900	\$ 1,953	\$ 2,006	\$ 2,059	\$ 2,111	\$ 2,164	\$ 2,217	\$ 2,270	\$ 2,323	\$ 2,375	\$ 2,428	\$ 2,481	\$ 2,534
Head Trap Coach	2.0%	\$ 845	\$ 897	\$ 950	\$ 1,003	\$ 1,056	\$ 1,108	\$ 1,161	\$ 1,214	\$ 1,267	\$ 1,320	\$ 1,372	\$ 1,425	\$ 1,478
Asst Trap Coach	1.5%	\$ 633	\$ 686	\$ 739	\$ 792	\$ 845	\$ 897	\$ 950	\$ 1,003	\$ 1,056	\$ 1,108	\$ 1,161	\$ 1,214	\$ 1,267
Website Coordinator	11.0%	\$ 4,645	\$ 4,698	\$ 4,751	\$ 4,803	\$ 4,856	\$ 4,909	\$ 4,962	\$ 5,015	\$ 5,067	\$ 5,120	\$ 5,173	\$ 5,226	\$ 5,279
KODES Swat Team	5.0%	\$ 2,111	\$ 2,164	\$ 2,217	\$ 2,270	\$ 2,323	\$ 2,375	\$ 2,428	\$ 2,481	\$ 2,534	\$ 2,586	\$ 2,639	\$ 2,692	\$ 2,745
Debate	7.5%	\$ 3,167	\$ 3,220	\$ 3,273	\$ 3,325	\$ 3,378	\$ 3,431	\$ 3,484	\$ 3,537	\$ 3,589	\$ 3,642	\$ 3,695	\$ 3,748	\$ 3,801
Technology Team		\$ 2,000												
Summer Weights (2)		\$ 1,800												
On Contract														
Forensics	7.5%	\$ 3,167	\$ 3,220	\$ 3,273	\$ 3,325	\$ 3,378	\$ 3,431	\$ 3,484	\$ 3,537	\$ 3,589	\$ 3,642	\$ 3,695	\$ 3,748	\$ 3,801
JH/HS Instrumental Music including	3.0%													
JH/HS Pep Band	4.0%													
JH/HS Vocal Music including concerts	3.0%													
ES Instrumental Music	2.0%													
ES Vocal Music	1.5%													
Yearbook	4.0%													
Newspaper	4.0%													
Play	7.5%													
Musical	6.0%													

DURATION OF AGREEMENT

This agreement shall become effective August 1, 2024, provided it is ratified by the Board and the members of the negotiating unit under the provisions of the Professional Negotiation Act, K.S.A. 72-2218, et seq., and shall remain in full force and effect to and including July 31, 2025. All articles of this Agreement shall continue in full force and effect to and including August 1, 2025, and after that for successive contracted periods, unless written notice to amend is given by either party to the other not later than March 31, immediately preceding the expiration date under K.S.A. 72-2228.

This Agreement negotiated and ratified by the Board of Education of Unified School District No. 347,
and
Kinsley-Offerle National Education Association,

ATTEST:

Dated this 14th day of November, 2024, Edwards County, Kinsley, Kansas.

By: _____
Mitchell Craft
President-Board of Education
Unified School District #347

Alicia Hodges
Clerk of the Board
Unified School District #347

ATTEST:

Dated this 14th day of November, 2024, Edwards County, Kinsley, Kansas.

By: _____
Terri Nicholson
President of the Kinsley-Offerle
National Education Association

Renee Waters
Secretary of the Kinsley-Offerle
National Education Association

