

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

2023 - 2024

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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: 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. K-NEA: Kansas-National Education Association.
- I. NEA: National Education Association.
- J. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 347, Edwards County, Kansas.
- K. 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.

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.

ARTICLE III. SALARIES AND WAGES

Section A. Salary Schedule Regulations

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.

2. Movement on Salary Schedule-Column

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.

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 his teaching field or subject and/or how the hours will assist in improving his 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.

- e. 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.

3. Conditions, Which Govern Movement From, One Column, 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. For a professional employee to advance from one vertical column to another, he shall file an intent to advance with the Superintendent on or before June 1, and file suitable evidence of additional educational credit with the Superintendent no later than ten (10) days after the beginning of the school year.
- d. 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.

4. Initial Placement-Row

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 row representing a step in years of service.

5. 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.

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.
- B. 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.
- C. The Board will count PDC points for movement across the salary schedule. 20 PDC points will equal 1 college credit hour.
- D. Teachers teaching dual credit courses may keep their college earned funds generated from teaching the dual credit courses during the school day.
- E. 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.

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 duties will be performed by the teacher 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:

HS Instrumental Music	3.0%
HS Pep Band (May be JH too)	2.0%
HS Vocal Music	2.0%
JH Instrumental Music	2.0%
JH Vocal Music	1.5%
ES Instrumental Music	2.0%
ES Vocal Music	1.5%
HS Forensics	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 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. 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.

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.

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 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.

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, 2023 for possible implementation for the 2023-24 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. Staff members are openly, invited to make recommendations to the committee.

ARTICLE V. AMOUNTS 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. 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.

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.
 - 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.
- c. 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.

3. 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.

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 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. 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 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 IX. 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 the third Friday in May 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 X. 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 set 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) calendar days of the date of the written report to file a written response which shall be filed in the employee's personnel file.
- 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.

ARTICLE XI. 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 XII. 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.
2. Annuities.

ARTICLE XIII. NOTIFICATION OF VACANCIES

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

ARTICLE XIV. 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 XV: 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 XVI. 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 FORM

Procedure: 2 3 4

 Date
(Circle one to indicate Level of Grievance)

Filed: _____

Name of Grievant

Building

Assignment

A. Date cause of grievance occurred: _____

B. Relevant contract provisions: _____

C. Statement of grievant's claim (statement of fact upon which grievance is based-use additional pages, if necessary):

D. Relief desired: _____

Signature _____ Date: _____

Date Received: _____

E. Disposition by appropriate administrator (attach additional page, if necessary) _____

Signature _____

Date _____

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.

DURATION OF AGREEMENT

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 11th day of September, 2023, Edwards County, Kinsley, Kansas.

By: _____
Andrew Stegman
President-Board of Education
Unified School District #347

Alicia Hodges
Clerk of the Board
Unified School District #347

ATTEST:

Dated this 11th day of September, 2023, 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